

Contract of Sale of Land

Property:

117/141 Waverley Road, Malvern East VIC 3145

Victorian Statewide Conveyancing Pty Ltd

Level 1

Suite 1, 58-60 Victor Crescent

NARRE WARREN VIC 3805

Tel: (03) 8790 5488

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PO Box 32, Narre Warren VIC 3805

Ref: JG:20220655

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2022

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

State nature of authority, if applicable:

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2022

Print names(s) of person(s) signing: Shannon Frederick De Lima and Tanya Maddalena De Lima (formerly Marrone)

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: Viva Property
Address: 575 Elizabeth Street, Melbourne VIC 3000
Email: info@vivaproperty.com.au; admin@vivproperty.com.au
Tel: 9373 6868 Mob: Fax: Ref:

Vendor

Name: Shannon Frederick De Lima and Tanya Maddalena De Lima (formerly Marrone)
Address: Unit 1, 9 Stewart Road, Oakleigh East VIC 3166

Vendor's legal practitioner or conveyancer

Name: Victorian Statewide Conveyancing Pty Ltd
Address: Level 1, Suite 1, 58-60 Victor Crescent, Narre Warren VIC 3805
PO Box 32, Narre Warren VIC 3805
Email: info@victorianstatewide.com.au
Tel: (03) 8790 5488 Mob: Fax: (03) 8794 9072 Ref: 20220655

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	10783	Folio	552	117	PS 513491S

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 117/141 Waverley Road, Malvern East VIC 3145

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

All fixed floor coverings, light fittings, window furnishings and all fixtures and fittings of a permanent nature

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Lease (general condition 5.1)

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

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

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

OR

☒ a residential tenancy for a fixed term ending on 13 / 02 /202023

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than

Approval
date:

Building report

- ☐ General condition 21 applies only if the box is checked

Pest report

- ☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(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 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
 if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

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

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

that money towards those damages; and

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

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

GUARANTEE and INDEMNITY

I/We,of

andof

being the **Sole Director / Directors** of ACN

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

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

)

in the presence of:)

Director (Sign)

Witness.....)

SIGNED SEALED AND DELIVERED by the said)

Print Name.....)

)

in the presence of:)

Director (Sign)

Witness.....)

SECTION 32 **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

Vendor:	Shannon Frederick De Lima and Tanya Maddalena De Lima (formerly Marrone)
Property:	117/141 Waverley Road, Malvern East VIC 3145



VENDORS REPRESENTATIVE

Victorian Statewide Conveyancing Pty Ltd
PO Box 32, Narre Warren VIC 3805
Tel: 87905488
Fax: 87949072

Email: info@victorianstatewide.com.au

Ref: JG:20220655

32A FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

None to the vendors knowledge

Their total does not exceed \$4,500.00

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable

32B INSURANCE

(a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -

Not Applicable

(b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Not Applicable

32C LAND USE

(a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

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

(b) BUSHFIRE

This land is not in a designated bushfire-prone area within the meaning of the regulations made under the *Building Act 1993*.

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Stonnington City Council Planning Scheme

Responsible Authority: Stonnington City Council

Planning Zone: COMMERCIAL 1 ZONE (C1Z) SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)

Planning Overlay: DESIGN AND DEVELOPMENT OVERLAY (DDO) DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5 (DDO5)

32D NOTICES

- (a) 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 of which the Vendor might reasonably be expected to have knowledge are:- None to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

- (1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –
 - land that is to be transferred under the agreement.
 - land on which works are to be carried out under the agreement (other than Crown land).
 - land in respect of which a GAIC is imposed

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement, and the purchaser will have to have the service reconnected.

32I TITLE

Attached are the following document/s concerning Title:

1. register search statement Volume 10783 Folio 552
2. Plan of subdivision PS513491S
3. Agreement AC049036Q

DATE OF THIS STATEMENT

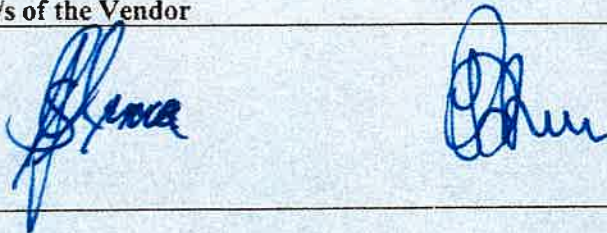
/ /20

Name of the Vendor

Shannon Frederick De Lima and Tanya Maddalena De Lima (formerly Marrone)

Signature/s of the Vendor

x



The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

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

Page 1 of 1

VOLUME 10783 FOLIO 552

Security no : 124097272987V
Produced 03/05/2022 01:19 PM

LAND DESCRIPTION

Lot 117 on Plan of Subdivision 513491S.
PARENT TITLE Volume 10148 Folio 489
Created by instrument PS513491S 17/02/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
TANYA MADDALENA MARRONE
SHANNON FREDERICK DE LIMA both of 34 AIKMAN CRESCENT CHADSTONE VIC 3148
AH032230V 11/02/2010

ENCUMBRANCES, CAVEATS AND NOTICES

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
AC049036Q 08/05/2003

DIAGRAM LOCATION

SEE PS513491S 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 117 141 WAVERLEY ROAD MALVERN EAST VIC 3145

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS513491S

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS513491S
Number of Pages (excluding this cover sheet)	7
Document Assembled	03/05/2022 13:20

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PLAN OF SUBDIVISION		Stage No. /	LV use only EDITION 1	PS 513491S
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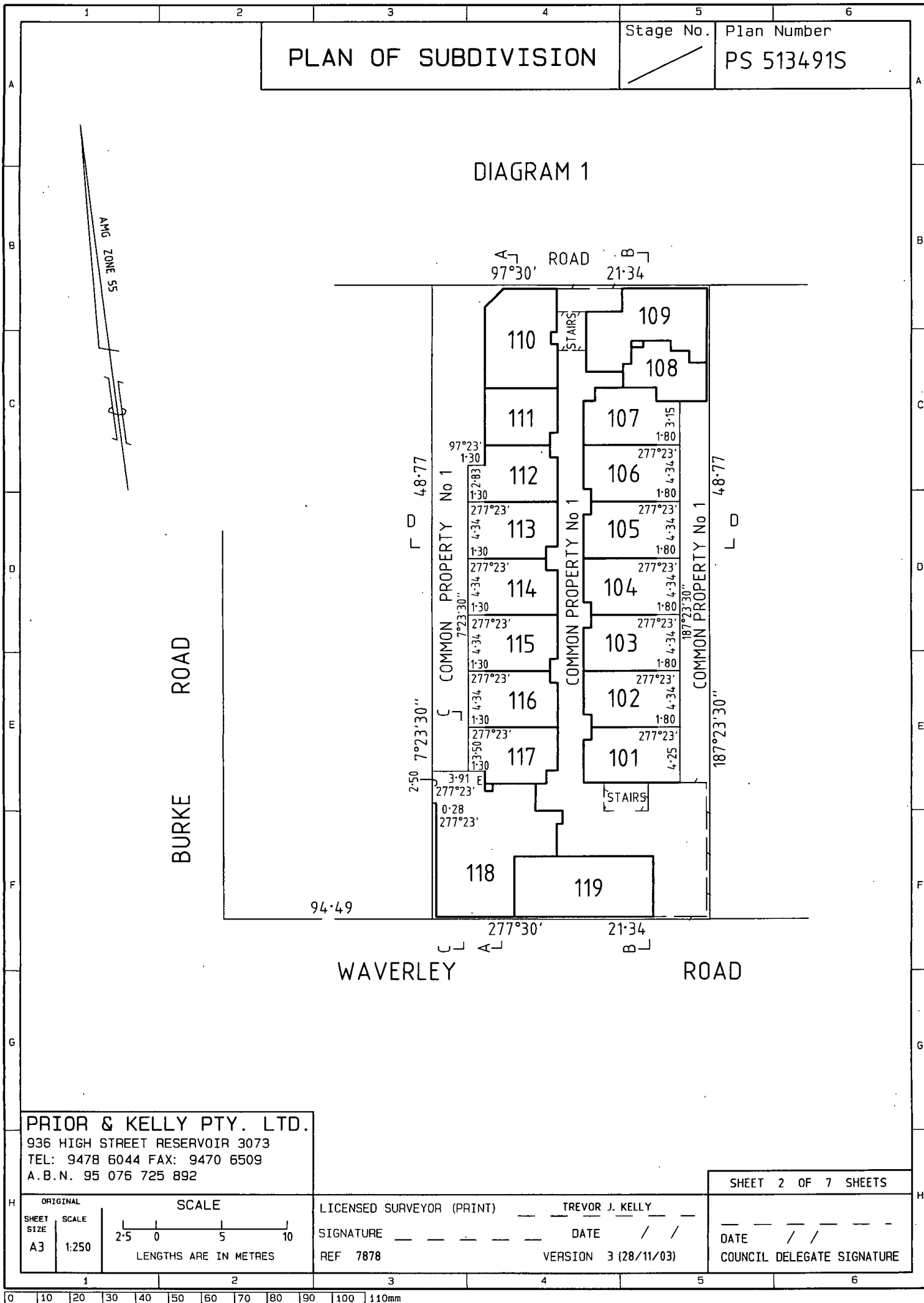
Location of Land Parish: PRAHRAN Township: Section: Crown Allotment: Crown Portion: 139 (PART) AT GARDINER LV base record: VICMAP DIGITAL PROPERTY Title References: VOL 10148 FOL 489 Last Plan Reference: LOT 2 ON PS328357D Postal Address: 141 WAVERLEY ROAD MALVERN EAST 3145 AMG Co-ordinates: E 328 345 (Of approx. centre of plan) N 5 805 985 Zone 55	Council Certification and Endorsement Council Name: CITY OF STONNINGTON Ref: 4034 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 24 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 12/12/03 Be certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /
---	--

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
NIL	NIL

<p>DIMENSIONS SHOWN ARE TO THE ACCESSIBLE FACE OF THE BUILDING</p> <p>ALL INTERNAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING AND ALL COLUMNS ARE DEEMED TO BE PART OF THE COMMON PROPERTY No 1 THE POSITION OF ALL OF THE DUCTS PIPE SHAFTS AND COLUMNS HAVE NOT BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN</p> <p>THE COMMON PROPERTY No 1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND INCLUDES THE STRUCTURE OF THE BUILDING THAT FORMS A BOUNDARY</p>	<p style="text-align: center;">Notations</p> <p>Staging This is not a staged subdivision Planning Permit No. 420/03</p> <p>Depth Limitation: DOES NOT APPLY</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS</p> <p><u>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:-</u></p> <p>INTERIOR FACE: ALL BOUNDARIES</p> <p>LOT Nos 1 - 100, 120 - 200, 221 - 300 HAVE BEEN OMITTED FROM THIS PLAN</p> <p>Survey: - This plan is based on survey To be completed where applicable. This survey has been connected to permanent marks no(s). In proclaimed Survey Area no.</p>
---	--

Easement Information					LV use only Statement of Compliance / Exemption Statement Received <input checked="" type="checkbox"/> Date 11/2/04 .
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
IMPLIED EASEMENTS SET ASIDE IN PS 328357D MAY AFFECT LAND IN THE PLAN SECTION 12(2) SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN					
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	

PRIOR & KELLY PTY. LTD. 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892	LICENSED SURVEYOR (PRINT) <u>TREVOR J. KELLY</u> SIGNATURE _____ DATE / / REF 7878 VERSION 3 (28/11/03)	LV use only PLAN REGISTERED TIME 8.03 DATE 17/2/4  Assistant Registrar of Titles SHEET 1 OF 7 SHEETS _____ DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3
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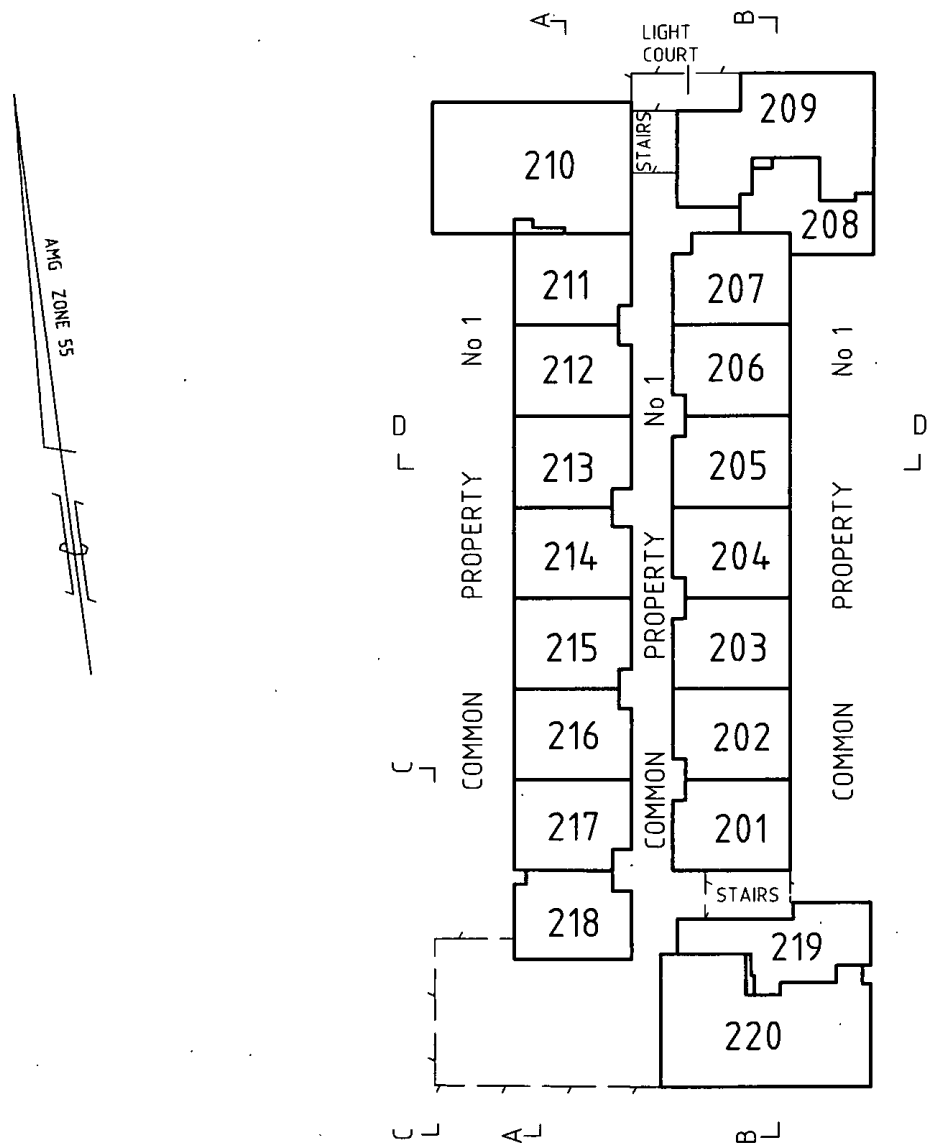


PRIOR & KELLY PTY. LTD. 936 HIGH STREET RESERVOIR 3073 TEL: 9478 6044 FAX: 9470 6509 A.B.N. 95 076 725 892		SHEET 2 OF 7 SHEETS	
ORIGINAL SCALE A3 1:250	SCALE LENGTHS ARE IN METRES	LICENSED SURVEYOR (PRINT) TREVOR J. KELLY SIGNATURE _____ DATE ____/____/____ REF 7878 VERSION 3 (28/11/03)	DATE ____/____/____ COUNCIL DELEGATE SIGNATURE _____

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PLAN OF SUBDIVISION				Stage No.	Plan Number PS 513491S
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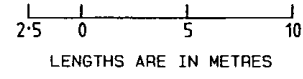
DIAGRAM 2



PRIOR & KELLY PTY. LTD.
 936 HIGH STREET RESERVOIR 3073
 TEL: 9478 6044 FAX: 9470 6509
 A.B.N. 95 076 725 892

SHEET 3 OF 7 SHEETS

ORIGINAL SHEET SIZE A3	SCALE 1:250
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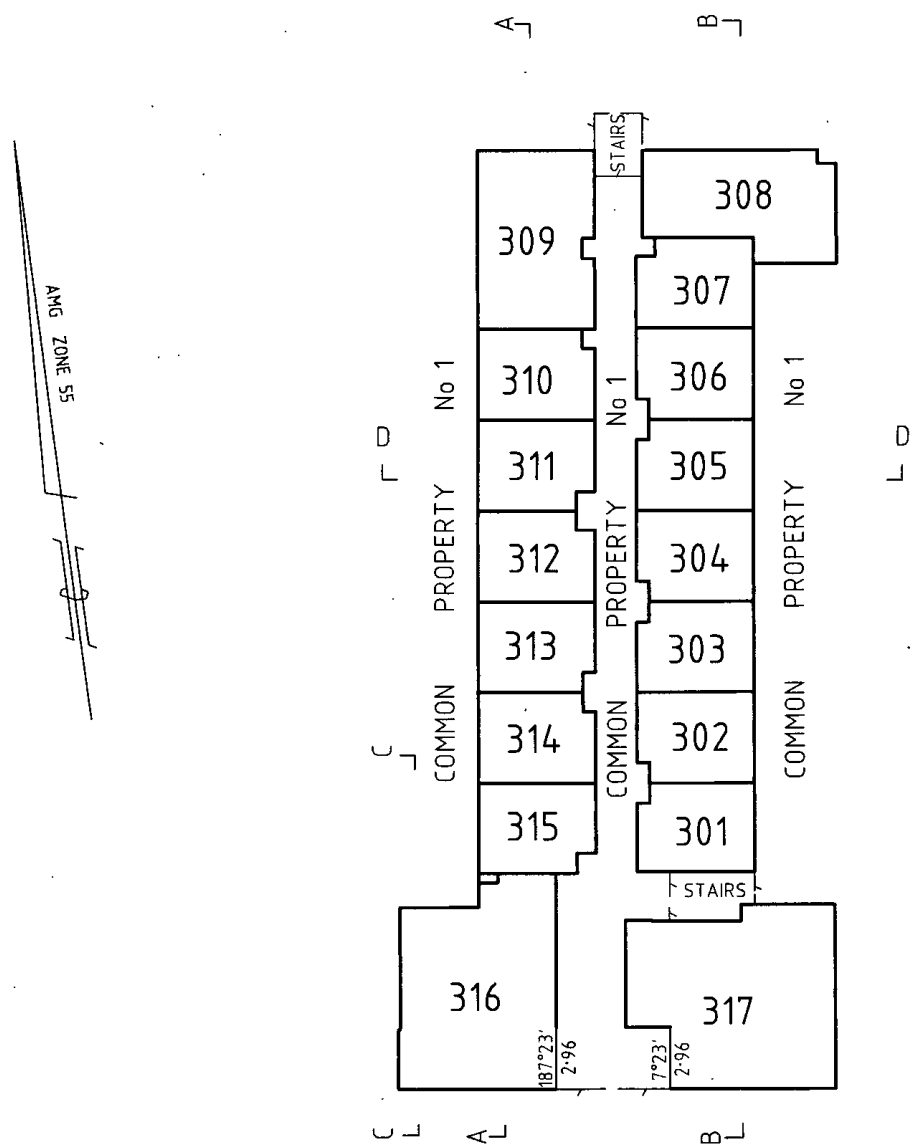


LICENSED SURVEYOR (PRINT) <u>TREVOR J. KELLY</u>
SIGNATURE _____ DATE ____/____/____
REF 7878 VERSION 3 (28/11/03)

DATE ____/____/____ COUNCIL DELEGATE SIGNATURE

PLAN OF SUBDIVISION	Stage No. 	Plan Number PS 513491S
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DIAGRAM 3

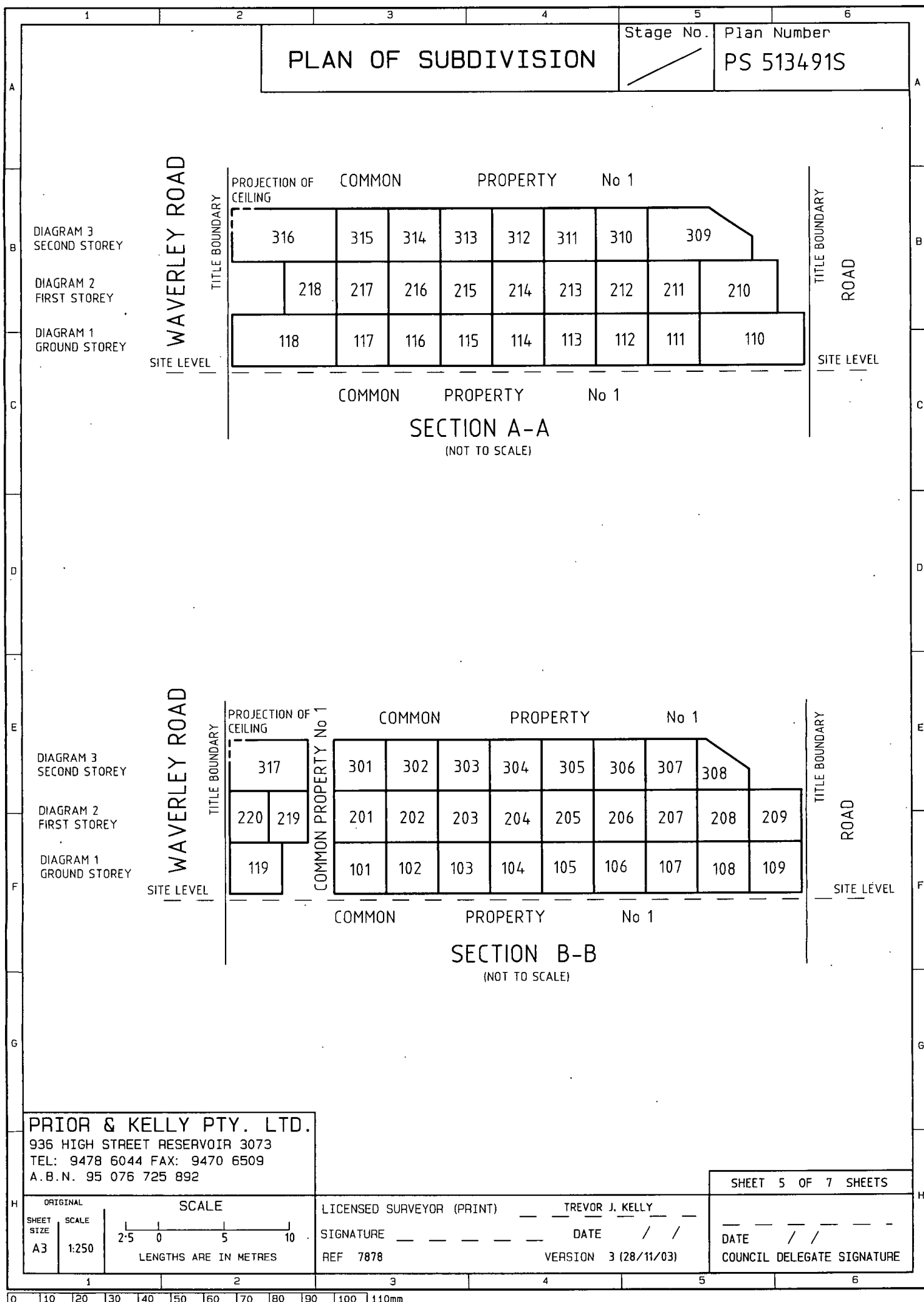


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 A.B.N. 95 076 725 892

ORIGINAL	SCALE
SHEET SIZE A3	 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) TREVOR J. KELLY	DATE / /
SIGNATURE _____	DATE / /
REF 7878	VERSION 3 (28/11/03)

SHEET 4 OF 7 SHEETS
DATE / /
COUNCIL DELEGATE SIGNATURE _____

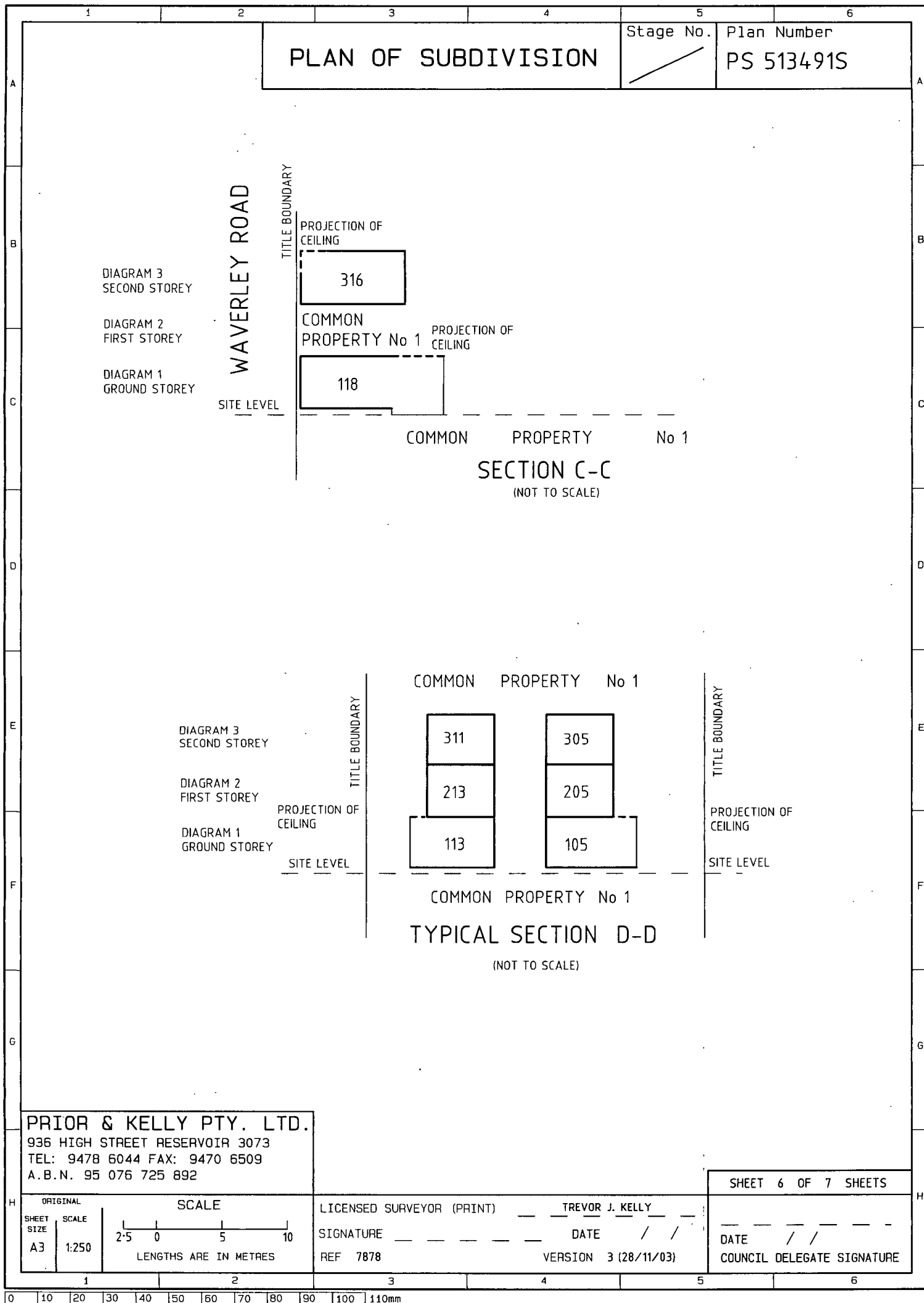


PRIOR & KELLY PTY. LTD.
 936 HIGH STREET RESERVOIR 3073
 TEL: 9478 6044 FAX: 9470 6509
 A.B.N. 95 076 725 892

ORIGINAL SCALE
 SHEET SIZE A3 SCALE 1:250
 2.5 0 5 10
 LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) TREVOR J. KELLY
 SIGNATURE _____ DATE ____/____/____
 REF 7878 VERSION 3 (28/11/03)

SHEET 5 OF 7 SHEETS
 DATE ____/____/____
 COUNCIL DELEGATE SIGNATURE _____



PS513491S

FOR CURRENT BODY CORPORATE DETAILS
SEE BODY CORPORATE SEARCH REPORT

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Form 13

Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**
Planning and Environment Act 1987

Lodged at the Land Titles Office by:

Name: Home Wilkinson Lowry Lawyers

Phone: 8633 7546

Address: Level 1, 535 Bourke Street Melbourne 3000 or DX 564 Melbourne

Ref: SD 35895



Customer Code: 985X

1x agreement

The 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 for the land.

Land: Volume 10148 Folio 489

Authority: Stonnington City Council of cnr. Chapel Street and Greville Street, Prahran

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

Signature for the Authority:

Name of officer:

Office held:

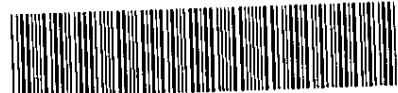
Date:

8/5/03



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now 8/6/03



DAC0490360-2-2



121 Flinders Lane
Melbourne Vic 3000
Australia
DX 413,
Melbourne

Tel 9650 5888
Fax 9650 9440
Ref SID:MMW
File 22470
Doc 47422.doc

SECTION 173 AGREEMENT

BETWEEN

CITY OF STONNINGTON

AND

141 W. R. PTY LTD
ACN 096 455 113

Agreement under Section 173 of the *Planning and
Environment Act 1987*

Land: 141-147 Waverley Road, Malvern East

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173



THE DATE OF THIS AGREEMENT IS: [✓] 26 FEBRUARY 2002

THE PARTIES ARE:

CITY OF STONNINGTON of PO Box 21, Prahran, Victoria 3181 ("Responsible Authority")

THE PARTY REFERRED TO IN ITEM 1 OF THE SCHEDULE ("Owner")

BACKGROUND:

- A. The Responsible Authority is the responsible authority for the administration of the Stonnington Planning Scheme pursuant to the provisions of the *Planning and Environment Act 1987*.
- B. The Owner is or is entitled to be the registered proprietor of the land referred to in Item 2 of the Schedule.
- C. The Responsible Authority issued the permit referred to in Item 3 of the Schedule.
- D. The permits allow the use or development referred to in Item 4 of the Schedule.
- E. The permit is conditional on the Owner entering into an Agreement under Section 173 of the *Planning and Environment Act 1987* with the responsible authority. The Agreement must provide for the matters referred to in Item 5 of the Schedule.

OPERATIVE PROVISIONS:



1. **DEFINITIONS**

In this Agreement the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1 **"Act"** means the Planning and Environment Act 1987;
- 1.2 **"Building"** means the completed Works on the Land;
- 1.3 **"Building Manager"** means the person or persons appointed from time to time to manage the Building in accordance with its Permitted Use;
- 1.4 **"Commencement Date"** means the date on which this Agreement commences and referred to in Item 6 of the Schedule;
- 1.5 **"Responsible Authority's Representative"** means the person referred to in Item 7 of the Schedule;
- 1.6 **"Land"** means the land described in Item 2 of the Schedule;
- 1.7 **"Lot"** means a lot on the Plan;

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- 1.8 **"Owner"** means the person or persons entitled from time to time to be registered by the Registrar of the Land Titles Office as proprietor or proprietors of an estate in fee simple of the subject land or any part of it;
- 1.9 **"Permit"** mean the Planning Permit referred to in Item 3 of the Schedule;
- 1.10 **"Permitted Use"** means student accommodation;
- 1.11 **"Plan"** means the Plan of Subdivision referred to in Item 8 of the Schedule;
- 1.12 **"Planning Approval"** shall mean and include any planning permit issued in accordance with the Act;
- 1.13 **"Scheme"** means the Stonnington Planning Scheme;
- 1.14 **"Termination Date"** means the date or specified event referred to in Item 8 of the Schedule on which this Agreement shall end in accordance with Section 177 of the Act;
- 1.15 **"Works"** means the works referred to in Item 9 of the Schedule to be carried out pursuant to the Permit.

2. **INTERPRETATION**

- 2.1 Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.
- 2.2 A reference to a gender includes a reference to each other gender.
- 2.3 A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.4 If the owner is more than one person this Agreement binds them jointly and each of them severally.
- 2.5 A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it, and a regulation or statutory instrument issued under it.
- 2.6 All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- 2.7 The recitals to this Agreement are and will be deemed to form part of this Agreement.
- 2.8 Any reference in this Agreement to the Responsible Authority includes its agents, officers, employees, servants, workers and contractors.

3. **AGREEMENT UNDER SECTION 173 OF THE ACT**

The Responsible Authority and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated,



this Agreement is made pursuant to Section 173 of the Act.



4. **EFFECT OF AGREEMENT**

4.1 **Agreement runs with the Land**

This Agreement shall be deemed to come into force and effect as from the Commencement Date and the benefit and burden of this Agreement shall run with and be annexed to the Land.

4.2 **Planning Objectives**

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme and any matters incidental thereto.

4.3 **Binding Covenants**

The obligations of the Owner under this Agreement will take effect as separate and several covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and each successor, assign or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land and every part of the Land.

5. **SUCCESSORS IN TITLE**

Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the title to the Land ensure that the Owner's successors in title:

- 5.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 5.2 execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

6. **COVENANTS OF OWNER**

6.1 The Owner covenants and agrees that:

- 6.1.1 When the Works are completed the Building must only be used for the Permitted Use except where designated as a café and retail shop, without the prior written consent of the Responsible Authority.
- 6.1.2 The car spaces endorsed by the Permit for use as student parking must be associated with the Permitted Use and not subdivided or sold separately from the Building for any reason without the prior written consent of the Responsible Authority.
- 6.1.3 Student motor vehicle ownership records must be maintained by the Owner or Building Manager and made available for viewing by the Responsible Authority upon request at any time

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- 6.2 The Owner consents to the Responsible Authority making application to the Registrar of the Land Titles Office to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act and do all things necessary to enable the Responsible Authority 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.
- 6.3 The Owner covenants and agrees that the requirements contained in this Agreement shall form part of any lease of the Land which the Owner may enter into with another party.
- 6.4 The Owner shall pay the Owner's legal costs for, and shall be responsible for, the preparation and registration of this Agreement.
- 6.5 The Owner shall pay the Responsible Authority's reasonable legal costs for the preparation of this Agreement.

7. NOTICES

7.1 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 at the address, telephone or facsimile details of the parties are set out in Item 10 and 11 of the Schedule:

7.1.1 by delivering it personally to that party;

7.1.2 by sending it by prepaid post; or

7.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post;



7.2 and notice or other communication is deemed served:

7.2.1 if delivered, on the next following day;

7.2.2 if posted, on the expiration of two business days after the date of posting; or

7.2.3 if sent by facsimile, at the time recorded by the facsimile machine of the party receiving the transmission provided always that if the time recorded is after business hours, the time will be deemed to be 9.00am on the business day following the transmission.

8. FURTHER ASSURANCE

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as shall reasonably be required to effect the terms and conditions contained in this Agreement.

9. OWNER'S ACKNOWLEDGMENT

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Responsible Authority of the powers, duties and discretions which the Responsible Authority has or may have under the Scheme to consider, approve, amend or to require further information in respect of any plans or applications relating to the use or development allowed by the Permit or the land generally.

10. NO WAIVER

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

11. 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 shall be severed and the other provisions of this Agreement shall remain operative.

12. MORATORIUM

To the fullest extent to which it may from time to time be lawful so to do the provisions of all statutes (including moratorium statutes) whether now existing or hereafter to come into force and operating directly or indirectly to lessen or otherwise modify or vary or affect in favour of any party the obligation of that party or stay, postpone or otherwise prevent or prejudicially affect the exercise by a party of all or any to the rights, powers and remedies conferred on the party by this Agreement are hereby expressly negated and excluded from this Agreement.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and such counterparts shall together constitute but one agreement.

14. GOVERNING LAW

This Agreement takes effect, is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria.

15. ENDING OF AGREEMENT

15.1 This Agreement shall cease to operate on the Termination Date or otherwise as contemplated in Item 8 of the Schedule.

15.2 As soon as reasonably practicable after the Agreement has ended the Responsible Authority 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.



EXECUTED AS A DEED

EXECUTED by Steven Sabbatucci on)
 behalf of the **CITY OF STONNINGTON**)
 pursuant to the power delegated to him by an)
 Instrument of Delegations dated 4 August)
 1997 in the presence of:



X E. TURSKI

Witness

X EVA TURSKI
 (PLEASE PRINT)

(Name of Witness)

EXECUTED BY 141 W.R. PTY LTD by)
 being signed by those persons authorised to)
 sign on behalf of the Company.)

X [Signature]

Director

X SYDNEY DAVIDOFF
 (PLEASE PRINT)

(Name of Director)

X [Signature]

Secretary

X LIONEL FARBER
 (PLEASE PRINT)

(Name of Secretary)



DAC049036Q-8-1

AC049036Q

08/05/2003 \$59 173



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SCHEDULE

ITEM NO.	ISSUE	SPECIFICATION
1.	Owner	141 W.R. Pty Ltd ACN 096 455 113 c/- Lowe Lippman Accountants 5 St. Kilda Road St. Kilda , Victoria 3182
2.	Land description by address and Certificate of Title details	141-147 Waverley Road, Malvern East Certificate of Title Volume 10148 Folio 489
3.	Permit Number and date issued	0754/01 issued on 21 May 2002.
4.	What the Permits allow	Construction of a building and car park.
5.	What the conditions requiring the Agreement provide for	The manner and use of student car parking.
6.	Commencement Date	The date of this agreement.
7.	Responsible Authority's Representative is:	Stephen Sabbatucci, General Manager Planning and Development or the person acting in his capacity.
8.	Termination date or specified event	By agreement between the parties
9.	Works to be carried out under the Permit	As required by the Permit.
10.	Address, phone and facsimile of Responsible Authority	Stonnington City Council PO Box 21 Prahran, Victoria 3181 Phone: 8290 1333 Facsimile: 9521 5312
11.	Address, phone and facsimile of Owner	141 W.R. Pty Ltd c/- 7 Foote Street Brighton, Victoria 3186 Phone: 9596 0099 Facsimile: 9596 2218



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AC049036Q

08/05/2003 \$59

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS513491S

The land in PS513491S is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 119, 201 - 220, 301 - 317.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 1 575 ELIZABETH STREET MELBOURNE VIC 3000

AS354402A 16/07/2019

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:

NIL

Additional Owners Corporation Information:

NIL

Notations:

NIL

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/05/2022 01:20:16 PM

OWNERS CORPORATION 1
PLAN NO. PS513491S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 107	105	105
Lot 108	100	100
Lot 109	120	120
Lot 110	120	120
Lot 111	100	100
Lot 112	105	105
Lot 113	110	110
Lot 114	105	105
Lot 115	105	105
Lot 116	105	105
Lot 117	105	105
Lot 118	170	170
Lot 119	150	150
Lot 201	100	100
Lot 202	100	100
Lot 203	100	100
Lot 204	100	100
Lot 205	100	100
Lot 206	100	100
Lot 207	100	100
Lot 208	100	100
Lot 209	120	120
Lot 210	120	120
Lot 211	100	100
Lot 212	100	100
Lot 213	100	100
Lot 214	100	100
Lot 215	100	100
Lot 216	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 03/05/2022 01:20:16 PM

OWNERS CORPORATION 1
PLAN NO. PS513491S

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 217	100	100
Lot 218	100	100
Lot 219	100	100
Lot 220	120	120
Lot 301	100	100
Lot 302	100	100
Lot 303	100	100
Lot 304	100	100
Lot 305	100	100
Lot 306	100	100
Lot 307	100	100
Lot 308	110	110
Lot 309	120	120
Lot 310	100	100
Lot 311	100	100
Lot 312	100	100
Lot 313	100	100
Lot 314	100	100
Lot 315	100	100
Lot 316	130	130
Lot 317	130	130
Total	5980.00	5980.00

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.

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

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

PROPERTY NUMBER
62789

For the period 1 July 2021 to 30 June 2022

T M Marrone & S F De Lima
C/- Student Housing Australia
575-577 Elizabeth Street
MELBOURNE VIC 3000

Date of Notice/Service
9 August 2021

SHAUST-PR

ARREARS DUE IMMEDIATELY
Amount Payable

\$0.00

TOTAL DUE

Total Amount Payable

\$468.63
Due 15 February 2022

OR 4 INSTALMENTS
Instalment 1 Amount Payable

\$117.63
Due 30 September 2021

Instalment 2 Amount Payable

\$117.00
Due 30 November 2021

Instalment 3 Amount Payable

\$117.00
Due 28 February 2022

Instalment 4 Amount Payable

\$117.00
Due 31 May 2022

PROPERTY DETAILS

AVPCC: 125 Strata unit or flat Resident

Property: 117/141 Waverley Road, MALVERN EAST VIC 3145

Description: Lot 117 PS 513491 Vol 10783 Fol 552

Site Value	Capital Improved Value	Net Annual Value	Ward
\$50,000	\$115,000	\$5,750	EAST

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

DETAILS OF RATES AND CHARGES

Description	Rate/Charge	Multiplier	Amount
General Residential	0.0010513 in \$on CIV	115000	120.85
Waste Charge	Waste - No Kerbside	1	227.00
Fire Service Levy Residential Fixed	\$114.00		114.00
Fire Service Levy Residential Variable	0.000059 in \$on CIV	115000	6.78

TOTAL DUE: **\$468.63**
(No GST applicable)

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

ARE YOU HAVING TROUBLE PAYING THIS BILL?

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

PAYMENT OPTIONS



Bill Code: 20198
Payment Ref No. 6278 923



Your bill, your way

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



City of
STONNINGTON



Phone

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



Total
Amount

*3075 6278923

Instalment
Amount

*3075 6278923

Payreq QR



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



FOR FURTHER PAYMENT OPTIONS PLEASE SEE REVERSE

3rd May 2022

VICTORIAN STATEWIDE CONVEYANCING P/L.
VICTORIAN STATEWIDE CONVEYANCING

Dear VICTORIAN STATEWIDE CONVEYANCING P/L.,

RE: Application for Water Information Statement

Property Address:	117/141 WAVERLEY ROAD MALVERN EAST 3145
Applicant	VICTORIAN STATEWIDE CONVEYANCING P/L. VICTORIAN STATEWIDE CONVEYANCING
Information Statement	30691041
Conveyancing Account Number	8998494776
Your Reference	JG20220655

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

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

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

Yours sincerely,

Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	117/141 WAVERLEY ROAD MALVERN EAST 3145
------------------	---

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

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

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

Melbourne Water Encumbrance

Property Address	117/141 WAVERLEY ROAD MALVERN EAST 3145
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STATEMENT UNDER SECTION 158 WATER ACT 1989

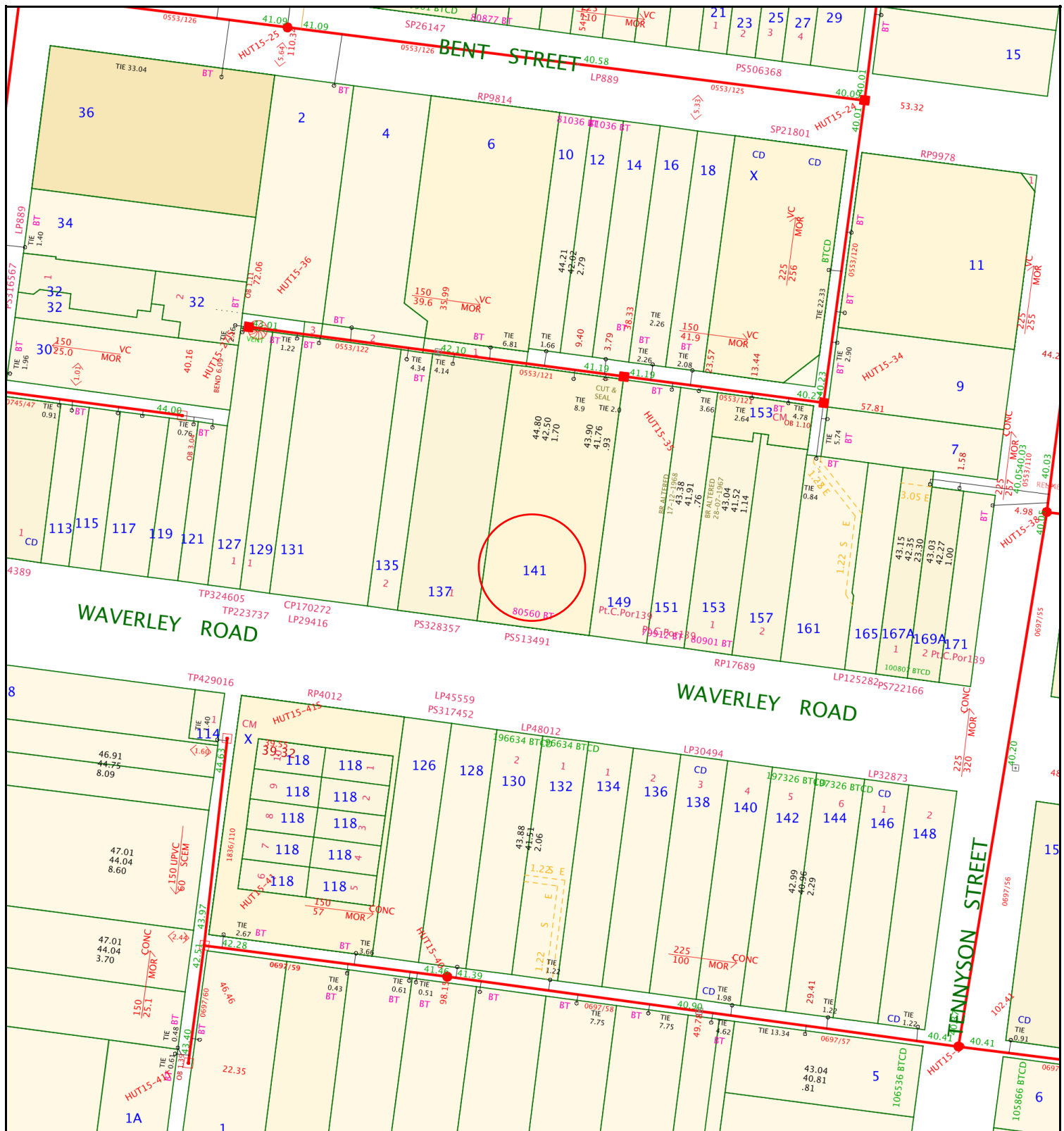
THE FOLLOWING ENCUMBRANCES RELATE TO SECTION 158(4)

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

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

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

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



Yarra Valley Water Information Statement Number: 30691041

Address	117/141 WAVERLEY ROAD MALVERN EAST 3145
Date	03/05/2022
Scale	1:1000



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

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

VICTORIAN STATEWIDE CONVEYANCING P/L.
VICTORIAN STATEWIDE CONVEYANCING
JO@VICTORIANSTATEWIDE.COM.AU

RATES CERTIFICATE

Account No: 1965410000
Rate Certificate No: 30691041

Date of Issue: 03/05/2022
Your Ref: JG20220655

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 117/141 WAVERLEY RD, MALVERN EAST VIC 3145	117\PS513491	1613104	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2022 to 30-06-2022	\$19.49	\$19.49
Residential Sewer Service Charge	01-04-2022 to 30-06-2022	\$111.33	\$111.33
Parks Fee	01-07-2021 to 30-06-2022	\$80.20	\$0.00
Drainage Fee	01-04-2022 to 30-06-2022	\$26.31	\$26.31
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$157.13

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
141-147 WAVERLEY RD, MALVERN EAST VIC 3145		1722762	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Usage Charge <i>Step 1 – 253.000000kL x \$2.47490000 = \$626.15</i> Estimated Average Daily Usage \$6.81	17-01-2022 to 19-04-2022	\$626.15	\$0.00
Residential Sewer Usage Charge <i>253.000000kL x 0.693554 = 175.469280 x 0.900000 = 157.922352 x \$1.14260000 = \$180.44</i> Estimated Average Daily Usage \$1.96	17-01-2022 to 19-04-2022	\$180.44	\$0.00
Fire Service Usage Charge	17-01-2022 to 19-04-2022	\$0.00	\$0.00
Metered Fire Service Charge	01-04-2022 to 30-06-2022	\$10.33	\$0.00
Unmetered Fire Sprinkler Service Charge	01-04-2022 to 30-06-2022	\$255.48	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00

Total for This Property	\$0.00
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Total Due	\$157.13
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IMPORTANT NOTICE FOR SOLICITORS AND CONVEYANCERS

We have changed our BPAY biller code. Please refer to the payment options and update your bank details.



GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/07/2019, Residential Water Usage is billed using the following step pricing system: 266.20 cents per kilolitre for the first 44 kilolitres; 317.87 cents per kilolitre for 44-88 kilolitres and 472.77 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2019, Residential Recycled Water Usage is billed 186.34 cents per kilolitre
9. From 01/07/2019, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
10. From 01/07/2019, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 114.26 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

Property No: 1613104**Address:** UNIT 117/141 WAVERLEY RD, MALVERN EAST VIC 3145**Water Information Statement Number:** 30691041**HOW TO PAY**Biller Code: 314567
Ref: 19654100000**Mail a Cheque** with the Remittance Advice
below to:
Yarra Valley Water
GPO Box 2860 Melbourne VIC 3001**Amount
Paid****Date
Paid****Receipt
Number****Please Note:** BPAY is available for individual property settlements.**PROPERTY SETTLEMENT REMITTANCE ADVICE****Property No:** 1613104**Address:** UNIT 117/141 WAVERLEY RD, MALVERN EAST VIC 3145**Water Information Statement Number:** 30691041**Cheque Amount:** \$

Property Clearance Certificate
Taxation Administration Act 1997



INFOTRACK / VICTORIAN STATEWIDE CONVEYANCING

Your Reference:	20220655
Certificate No:	55302378
Issue Date:	03 MAY 2022
Enquiries:	ESYSPROD

Land Address: UNIT 117, 141 WAVERLEY ROAD MALVERN EAST VIC 3145

Land Id	Lot	Plan	Volume	Folio	Tax Payable
31351088	117	513491			\$39.62

Vendor: TANYA DE LIMA & SHANNON DE LIMA
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS TANYA MADDALENA MARRONE	2022	\$50,000	\$39.62	\$0.00	\$39.62

Comments: Land Tax will be payable but is not yet due - please see note 6 on reverse.

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$115,000
SITE VALUE:	\$50,000
AMOUNT PAYABLE:	\$39.62



Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 55302378

Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$50,000

Calculated as \$0 plus (\$50,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 55302378

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 55302378

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

TAX INVOICE

StrataCo Pty Ltd
ABN 76 116 308 859

Date: 02/05/2022

Invoice No. 1193

Our ref: 3711

Your ref:

Shannon De Lima
U1 9 Stewart Rd
Oakleigh East VIC

<i>Date</i>	<i>Details</i>	<i>No. Items</i>	<i>Amount \$</i>	<i>GST \$</i>	<i>Total \$</i>
02/05/2022	Certificate in 6-10 business days	1	\$144.89	\$14.49	\$159.38
	Invoice Totals		\$144.89	\$14.49	\$159.38

Paid in full to StrataCo

PAYMENT INSTRUCTIONS FOR SETTLEMENT FUNDS

Plan Number: 513491S

Lot Number: 117

For all settlement payments relating to the transfer of the Lot, please use the payment details below to deposit settlement funds.

Please note the payment reference numbers are Lot specific.

Prior to payment, please ensure you obtain an update to ensure the amounts are correct at settlement.

Payment Options

	BPay
<p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. More info: http://www.bpay.com.au</p> <p>Biller Code: 96503</p> <p>Reference Number: 2503 7229 9102 9137 3</p>	
	Macquarie DEFT
<p>To pay by DEFT go https://www.deft.com.au and use the following reference number</p> <p>Reference Number: 2503 7229 9102 9137 3</p> <p>*Register at deft.com.au or by calling 1800 672 162.</p> <div></div> <p>Pay by credit card or registered bank account at https://www.deft.com.au or phone 1300 30 10 90. Payments by credit card may attract a surcharge.</p>	
	Aust Post Billpay
<p>Please present page intact at any post office. Payments may be made by cash (up to \$9,999.99), Cheque or EFTPOS.</p> <div></div> <p>*496 250372299 10291373</p>	

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2018

Vendor: Ms De Lima

This certificate is issued for Lot 117 on Plan Number 513491S the postal address of which is:

Campuswalk 2 141 Waverley Road MALVERN EAST 3145 VIC

The current fees for Lot 117 are:

Period Start	Period End	Date Issued	Date Due	Amt. GST \$	Total Amt. \$
Administration Fund					
01/03/2022	31/05/2022	01/02/2022	01/03/2022	0.00	545.72
01/06/2022	31/08/2022	29/04/2022	01/06/2022	0.00	545.72
01/09/2022	30/11/2022	Not Issued	01/09/2022	0.00	545.72
01/12/2022	28/02/2023	Not Issued	01/12/2022	0.00	545.72
Maintenance Plan					
01/03/2022	31/05/2022	01/02/2022	01/03/2022	0.00	43.90
01/06/2022	31/08/2022	29/04/2022	01/06/2022	0.00	43.90
01/09/2022	30/11/2022	Not Issued	01/09/2022	0.00	43.90
01/12/2022	28/02/2023	Not Issued	01/12/2022	0.00	43.90

The current fees have been levied up until the:

31/08/2022

Unpaid fees including interest, special levy & maintenance plan if applicable now total*:

\$589.62

**Refer to the attached Payment Instructions for where to pay any unpaid fees at settlement.*

The following special fees or levies have been struck and are due and payable on the date levy struck (due) indicated:

<i>Date Levy Struck</i>	<i>Levy</i>	<i>Amount Levied \$</i>	<i>Amount Outstanding \$</i>
nil	nil	nil	nil

The Owners Corporation has performed or is about to perform the following repairs, maintenance or other work which may

incur additional charges to those set out above:

At the time of the AGM or any other formal meetings, the Owners Corporation may approve increases in levies that will be backdated to the commencement of the financial year.

Penalty interest applies at this property.

Refer to the attached copy of the minutes from the last Annual General Meeting for any such details.

NB: A purchaser is advised to take note of the state of repairs & maintenance of the property & common property they are proposing to buy.

The Owners Corporation presently has the following insurance cover:

Name of Company	Chu Underwriting Agencies Pty Ltd
Policy Type	Building
Policy Number	22915
Notes	
Refer to Policy	Refer to attached Policy for details

Statement of financial position (refer to the attached Financial Statements):

refer to the attached Financial Statements

The Owners Corporation has the following liabilities and contingent liabilities in addition to the liabilities specified above:

Other than a possible deficit levy which may be raised to cover period shortfalls.

NIL

The Owners Corporation is party to the following contracts, leases, licences or special privileges or agreements affecting the common property:

Owners Corporation Management - StrataCo
Refer to attached Contract Register for additional details (if applicable)

The Owners Corporation has not made any agreement to provide services to members, occupiers or the public except as follows:

NIL

Details of Notices and/or Orders served on the Owners Corporation in the last 12 months as follows:

As at this date there are no notices or orders.

The Owners Corporation is not party to any proceedings or aware of any circumstances which may give rise to proceedings except:

In the event that it may need to recover outstanding levies which may from time to time occur.

No proposal has been made for the appointment of an administrator except as follows:

NIL

The Owners Corporation has appointed a Manager.

Name of Manager: StrataCo

Address of Manager: Level 1 575 Elizabeth Street MELBOURNE VIC 3000

Postal Address: Level 1575 Elizabeth Street MELBOURNE VIC 3000

Additional Information:

--

The common seal of Owners Corporation Plan of Subdivision (VIC) 513491S was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006



Signature of Registered Manager

Dated: 2nd, May 2022

Full name: Tony Overell On Behalf of Owners Corporation Plan of Subdivision (VIC) 513491S

c/- StrataCo

Address: Level 1 575 Elizabeth Street MELBOURNE VIC 3000

Ph: 03 9373 6888

Email: info@strataco.com.au

Web: www.strataco.com.au

Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register.

Attachments:

1. Statement of Advice
2. Rules - In compliance with the Act, both Model Rules and Additional Rules (if applicable) are attached. Please note Owners Corporation Act 2006 Part 8 Section 139 (3)
3. Last AGM Minutes
4. Insurance Certificate of Currency
5. Financial Statements

IMPORTANT: The certificate is issued on the following basis:

- The information is subject to change without notice and the information contained in this Certificate is correct to the best of the manager's knowledge at the date it is given.
- From the date of this certificate you (the owner or owner's representative) have **60 days** in which to obtain an update and **an update can only be requested in writing** (updated information is not provided over the phone).

A new certificate should be applied for **at the end of the 30 days if required (charges apply)** and also it is recommended that a new certificate be applied for prior to settlement (charges apply).

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2018

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.

Owners Details and Change of Address Form

Section 134 Owners Corporation Act 2006

Owners Corporation No 513491S
Campuswalk 2 141 Waverley Road MALVERN EAST 3145 VIC
Lot Number: 117

Owner Details

Full Name of owner(s): _____

Address of owners(s): _____

Email Address: _____

Telephone Details:

AH: _____ BH: _____ Mob: _____

Agent Details (if applicable):

Agent Name: _____

Agent Address: _____

Agent Email Address: _____

Agent Telephone Details:

AH: _____ BH: _____ Mob: _____

Address for Accounts, Notices, etc:

At StrataCo we are environmentally friendly, and you can help us save the environment by choosing to receive your invoices and correspondence via e-mail.

(please note, we can only send invoices by post OR e-mail, not both ways)

Accounts to: Owner or Agent (Please circle one)

Notices/Correspondence to: Owner or Agent (Please circle one)

Date: ____/____/____ Signature of Owner/s: _____

Please return completed form to StrataCo
Mail: Level 1 575 Elizabeth Street MELBOURNE VIC 3000
Email: info@strataco.com.au

Note: It is the responsibility of a lot owner that sells and a person who acquires a lot to advise of any changes of ownership within one month of settlement.

Owners who do not occupy their unit/apartment for more than 3 months must advise the Owners Corporation of a mailing address for the service of Notices as soon as possible.

Australian Addresses

As of 24th August 2011, **overseas owners are now required to provide an Australian address** for service of notices. I refer you to Section 135 of the Owners Corporation Act, which states:

*"(1) A lot 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 lot owner's mailing address in **Australia** for service of notices and any changes to it as soon as possible.*

(2) If an address in Australia has not been nominated under subsection (1), service may be effected-

(a) By posting the notice to the last known address of the lot owner in Australia; or

(b) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner VCAT considers appropriate"

It is our suggestion that you arrange for notices to be received either by your Managing Agent or by a relative in Australia. You should then immediately advise us **in writing** of the updated address for service of notices.

Please email these details to info@strataco.com.au.

Please note, you may choose to receive all correspondence & levies notices via email.

Should we not receive notification from you within 28 days, which is your legal requirement, you will be at risk of having your address amended as per the above, which could lead to penalty interest and debts being incurred and legal action being commenced against you.

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CONTRACT REGISTER

Owners Corporation Plan No PS: 513491S

Address: 141 Waverley Road, Malvern East VIC 3145

Service	Contractor
Fire Services	Australian Essential Services Compliance
Air Conditioning	Eastlink Airconditioning & Refrigeration
Fire Services	DMR Fire Protection Pty Ltd
Utilities Contract - Electricity	Energy Australia - Biller: 97410
Utilities Contract - Water	
Agency Agreement	Student Housing Australia
Utilities Contract - Gas	Energy Australia - Biller: 97410
Cleaning	CCM Facilities



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	22915
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	03/02/2022 to 03/02/2023 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 513491
Situation	141 WAVERLEY ROAD MALVERN EAST VIC 3145

Policies Selected

Policy 1 – Insured Property

Building: \$11,391,800
Common Area Contents: \$300,500
Loss of Rent & Temporary Accommodation (total payable): \$1,708,770

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$1,000,000

Policy 7 – Machinery Breakdown

Not Selected

Policy 8 – Catastrophe Insurance

Not Selected

Policy 9 – Government Audit Costs and Legal Expenses



Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

Policy 10 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

18/01/2022

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



Plan Ref. 513491S

ABN 91 900 628 298

Campus Walk 2 (W141)
141 Waverley Road MALVERN EAST VIC 3145

Balance Sheet Detail

as at 02/05/2022

NOT Registered for GST

			(\$)
Assets			
810 - Levies in Arrears/(Advance) - Total			13,597.57
825 - Cash At Bank			
825.10 - Cheque Account			
825.10.1 - Administrative Fund		53,808.11	
825.10.2 - Maintenance Fund		632.53	
825.20 - Investments			
825.20.1 - Investment #1		20,560.17	
825 - Cash At Bank - Total			75,000.81
	Total Assets		<u>88,598.38</u>
Less Liabilities			
940 - GST Clearing - Total			7.10
	Total Liabilities		<u>7.10</u>
	Net Assets		<u><u>88,591.28</u></u>
Represented by:			
610 - Administrative Fund as at 01/03/2021			17,767.37
Surplus - Administration Fund			48,604.82
	Administration Fund Reserve		<u>66,372.19</u>
650 - Maintenance Plan as at 01/03/2021			23,738.26
Deficit - Maintenance Plan			(1,519.17)
	Maintenance Plan Reserve		<u>22,219.09</u>
	Total Equity		<u><u>88,591.28</u></u>

MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION PLAN OF SUBDIVISION No. 513491S
141 Waverley Road MALVERN EAST VIC 3145
Minutes of the Annual General Meeting held
on Wednesday, 19 May 2021

1. Commencement of Meeting

The meeting commenced at 5:37 PM. Welcomed everyone in attendance to the meeting.

2. Registration

2.1 Lot Owners Present

Lot	Name	Lot	Name
105	Mrs Nelwin Amunugama	106	Mr Mark Eaton
112	Mr Arie Benezra	203	Mrs Elizabeth Jenkins
204	Mr James Chen	213	Ms Jennifer McCrossin
310	Elizabeth Stewart		

2.2 Proxy Holders Present*

Lot	Name	In Favour of
115	A & R Pezzano	Nola Jansen
305	Panagiotis & Paraskevi Tsioumas	Nola Jansen

2.3 Quorum*

A quorum for the meeting was not achieved. As a quorum was not achieved all resolutions made at the meeting are interim resolutions.

Interim resolutions become resolutions of the Owners Corporation 29 days after the meeting subject to:

- the meeting minutes being forwarded to Lot owners within 14 days of the meeting
- no notice for a special general meeting to be held is given within 29 days of the meeting.

2.4 Apologies Received

Lot	Name	Lot	Name
113	Lingfeng Chen & Bo Wu	202	Mr Clement Chan
220	Mr Desmond & Mrs Wendy Driver		

2.5 In Attendance

Nola Jansen representing StrataCo Pty Ltd

3. Adoption of Meeting Rules*

Resolution: 'It was resolved that the meeting rules listed in the explanatory notes, that were circulated with the meeting documentation, be adopted.'

4. Appointment of Meeting Chairperson* (s79 of the Act)

Resolution: 'It was resolved that Nola Jansen be appointed as Chairperson for the meeting.'

5. Tabling and Confirmation of the Minutes of the Previous General Meeting* (s71(2)(i) of the Act)

Resolution: 'It was resolved that minutes of the previous General Meeting held on 16th June 2020 be confirmed as a true and accurate record of that meeting.'

6. Presentation of the Committee of Management Report (s115 of the Act)

Ms Elizabeth Stewart to provide on behalf of the Committee report to be issued with AGM Minutes.

7. Presentation of the Owners Corporation Manager's Report (s126 of the Act)

Nola Jansen on behalf of StrataCo presented the Owners Corporation Manager's report to the meeting.

Owners Corporation Manager (OCM) advised lot owners are entitled to lodge insurance claims. Members discussed that this may affect the building insurance and requested the OCM advise the Committee of private lot claims.

8. Insurance (s59 of the Act)

8.1 Insurance Policy Details*

A copy of the Owners Corporation's Insurance Certificate of Currency was circulated with the meeting notice.

8.2 Building Reinstatement and Replacement Cost Valuation* (s65 of the Act)

OCM provided two (2) quotations for a property valuation to the Owners Corporation Committee

This is required every 3-5 years.

- ***Ensure Group \$1,210.00 + GST.***
- ***WBP Group \$800 + GST.***

Resolution: 'It was resolved the quotation from WBP Group was approved for a property valuation to be undertaken'.

8.3 Standing Direction Order for Future Insurance Renewals

Resolution: 'It was resolved that the Committee of Management make the determination on engaging an appropriate insurance company. Should however the Committee not make a decision at least 1 day prior to the renewal of the insurance, StrataCo will renew the insurance with the insurer recommended by the broker or if there is no recommendation, the existing insurance company.'

9. Financial Statements for the Period* 01/03/2020 - 28/02/2021 (s34 of the Act)

Resolution: 'It was resolved that the financial statements for the period 01/03/2020 - 28/02/2021 be approved.'

9.1 Independent Auditor Report

Resolution: 'That the Owners Corporation undertake an audit of the accounts for the financial year 01/03/2021 - 28/02/2022 by an independent auditor'.

10. Annual Budget and Levies for the Period* 01/03/2021 - 28/02/2022 (s23 of the Act)

Mr Arie Benezra raised concern about the Owners Corporation Levies noting if there is a reduced number of students in the building then the costs should reduce therefore the OC Levies should reduce therefore the OC Levies should be reduced. OCM advised regardless of the number of students the building still requires to be maintained at same level and OC levies are still required to be paid. Members also acknowledged it was a difficult time for Owners - with no income. However it was also noted that the building interior is looking tired and works to the common areas is needed to revitalise and make the site an attractive rental option for future students.

Resolution: 'It was resolved that the annual budget and levies for the period 01/03/2021 - 28/02/2022, as circulated with the meeting documentation, be approved.'

10.1 Annual Administration Levy

For the period 01/03/2021 28/02/2022 the approved levy is \$124,320.

Compared to the previous financial year the levy amount remains the same.

10.2 Long Term Maintenance Levy

For the period 01/03/2021 28/02/2022 the approved levy is \$10,000.

Compared to the previous financial year the levy amount remains the same.

11. Maintenance Plan* (s36 of the Act)

'It is to be noted that the Owners Corporation has a Maintenance Plan. A copy of the approved Maintenance Plan can be downloaded from the 'Member's Portal' on the StrataCo website (www.strataco.com.au).

The proposed works for 2021 as per the approved Maintenance Plan

- **Building exterior** - Painting walls
- **Bin room** – repaint door (both sides), repaint floor (non-slip)
- **Fence Maintenance** – timber screens painting

12. Lot Owners in Arrears

OCM advised there are currently Five (5) Owners in arrears, the debt collection process is being followed. One Owner is on a payment plan.

Members discussed the arrears and have requested all Owners be advised for Owners unable to rent their units, the Owners Corporation Levies are still required to be paid to maintain the building. If Owners do not pay the levies the debt collection process will be followed.

Resolution: It was resolved that the Owners Corporation initiate debt recovery proceedings against a Lot if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with debt recovery proceedings, including solicitor's charges, will be invoiced to the Owners Corporation account of the relevant Lot and further that the Owners Corporation Manager be authorised to take any action necessary to facilitate the recovery of the debt.

13. Charging of Penalty Interest

NB Owners Corporation Invoices are payable within 28 days from the 'Date of Notice' as displayed on the Fee Notice. Interest will be charged at the applicable interest rate if payment of charges on the fee notice are not received by the due date.

Resolution: 'It was resolved that the Owners Corporation charge penalty interest on any amount payable by a Lot owner to the Owners Corporation that is outstanding after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983 or other amount as included in the Owners Corporation Rules.'

14. Recovery of Costs

Resolution: 'It was resolved that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation, will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person.'

15. Committee of Management* (s100 of the Act)

15.1 Election of Committee

Resolution: 'It was resolved that the Owners Corporation elect the following named nominees onto the Committee of Management

Lot 204 Mr James Chen

Lot 309 Ms Irma Ivcovici

Lot 310 Ms Elizabeth Stewart

Please note there is 9 vacancies on the Committee and if you are interested in joining you are most welcome. Responsibilities require some discussion, via emails usually, depending on issues that arise or need approval. Please contact Owners Corporation Manager ocm3@strataco.com.au

15.2 Committee Delegated Powers

Resolution: It was resolved that the Owners Corporation delegate to the members of the Committee all the powers and functions of the Owners Corporation that may be delegated in accordance with s11 of the Owners Corporations Act 2006, except those set out in the "Instrument of Delegation to the Committee" which is attached to this Notice, and further that the 'Instrument of Delegation to the Committee' be executed under the common seal of the Owners Corporation as witnessed by two members of the Owners Corporation.'

15.3 Election of Chairperson (s98 of the Act)

Resolution: 'It was resolved that Ms Elizabeth Stewart be elected as the Chairperson of the Owners Corporation.'

15.4 Election of Secretary (s99 of the Act)

Resolution: 'It was resolved that StrataCo be elected as the Secretary of the Owners Corporation.'

16. Property Compliance

Owners were advised that they are responsible for the maintenance and reporting on essential service items within their Lot if non-compliant with the appropriate Australian Standards (e.g., smoke detectors, fire doors, fire sprinklers (reporting only), etc.). Caretaker regularly informs StrataCo of any problems identified and given cost considerations decided to defer a report for now.

16.1 Occupational Health & Safety Audit

Resolution: 'It was resolved that the Owners Corporation defer undertaking a report this year and will be reviewed at the next AGM'.

17. Use of Owners Corporation Common Seal (s20(2) of the Act)

It was noted that since the previous General Meeting, the Owners Corporation has passed the following resolution(s) to authorise the use of the common seal:

Resolution: 'That pursuant to the Section 20 of the Owners Corporations Act 2006 to authorise the affixing of the actual or digital version of the common seal of the Owners Corporation to leases, licenses, assignments, Owners Corporation certificates or transfer of leases or licenses, contracts and agreements required to be executed under the common seal of the Owners Corporation.'

19. General Business

19.1 Section 173

OCM advised StrataCo is investigating the process to remove the "student only" from the building along with costs and timeline if it is a possibility. Once information is obtained OCM will provide to Committee for further discussion.

19.2 Entrance of Building

Members discussed the entrance of the building is looking tired and requires works to be undertaken. Also noted that many rental properties will have availability and important that Campuswalk is seen as appealing choice to future students. Ms Elizabeth Stewart suggested a meeting onsite with Members to discuss ideas. Ms Jennifer Crossin has offered to meet with members as well.

OCM advised a quotation for painting the entrance can be obtained from Paint n Pot, once received will be presented to Committee for further discussion.

20. Receiving Fee Notices and Correspondence by E-mail

Lot owners were reminded that they can receive Owners Corporation fee notices and correspondence by e-mail if they notify StrataCo in writing. In order to do so please update your preferences in the 'Member's Portal' Login on the StrataCo website (www.strataco.com.au) or email info@strataco.com.au.

21. Next Annual General Meeting

Resolution: 'It was resolved that the next Annual General Meeting will be held on May 2022 date to be confirmed.'

22. Close of Meeting

The meeting closed at 7:05 PM

Nola Jansen

Owners Corporation Manager

StrataCo

For and on behalf of Plan 513491S

T: 03 9373 6888

E: ocm3@strataco.com.au



AGM Campuswalk 2

COMMITTEE REPORT 2020-2021

Liz Stewart
Chair
19 May 2021

2020-2021

Committee Chair: Liz Stewart

Committee members: Irma Ivcovici, Matthew Bortnowski, Clement Chan, Joshua Cowen

Key items involving committee this year have been the following.

CLADDING WORKS

This year has finally seen the completion of the major works that have been ongoing for the last few years as the considerable water damage issues were addressed and the building façade and cladding replacement undertaken. These project time lines stretched out for a number of reasons. MPR reported extra hurdles as new stringent requirements from Council for traffic management plan, permits from Vic Roads and then Yarra Trams requirement for scaffolding and cladding works to be undertaken within limited hours at additional cost. There were considerable delays awaiting permit processes to be signed off from these necessary authorities. COVID 19 of course also caused delays.

Considerable efforts were undertaken by MPR to chase up processes, minimize extra costs where possible and keep pushing new submissions for work through the sign off pathway.

We also agreed to a request from the Motor Mechanic business to pay a fee to allow access by MPR for a week to complete the cladding work on the east elevation of the building.

The major work was required to be done to retain the building use and extra costs whilst reviewed had to be largely accepted to get the work completed.

Nola kept us up to date with progress by MPR and we were all relieved to be informed it was finally completed in early February 2021.

INSURANCE RENEWAL DUE 3/2/21

The committee received notification of current reinsurance with ~ \$800 increase from previous cover, broker being advised of façade upgrade. Only 1 other company offered quote which was considerably higher and with higher excess, 2 other companies declined so we agreed to remain with current insurer. This may be an area that becomes more difficult to obtain much choice.

FIRE ALARM CALL OUTS

There was correspondence and follow up with tenant who had caused unnecessary Fire Alarm activation. Correspondence occurred between individual, SHA representative and committee. We were lucky that no costs were incurred, and SHA provided details of Induction booklet and information given to new tenants re such issues.

ISSUE WITH NOISE AND VIBRATION REPORTED BY TENANTS /OWNER

There was also correspondence, investigation and works undertaken to fix a vibration and noise that eventually was traced back to the restaurant exhaust fan. The committee was informed in September of several complaints from tenants and especially 1 tenant of 315 that had notified he would move out as a result. Understandably this caused great concern for owner and how it would affect others and future rentals. On contacting SHA there had been a few complaints reported to SHA over previous 12 – 18 months that were mostly related to the restaurant itself. However, this particular noise and vibration were reported as a constant background noise from July. The committee agreed to have Eastlink company review.

Report recommended replacement of restaurant exhaust fan. This was not common property and under Body Corporation and so the agent and tenant of restaurant were informed and requested to undertake works to resolve issue as soon as able. There was follow up and correspondence with those involved to get this resolved in late October.

Students were in lockdown over some of this period so confined to their residences and any such irritations would most likely have exacerbated isolation and stress.

This did take a few months to finally address which was not ideal especially for owners involved. We will endeavor should any such issues arise again to have them resolved more promptly.

FUTURE WORKS/MAINTENANCE

We had noted at 2019 AGM that we need to look at renewing the look of the common areas and entrance which do not look appealing on entry and are somewhat bleak.

We are aware that currently many properties do not have tenants and this is a difficult time for property owners.

We need to keep this on agenda and review and plan for maintaining building when and as possible and consider any works we can undertake at low cost.

Thanks to Nola and all committee members for their much appreciated support.

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

- (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
- (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

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*.

SPECIAL RULES

The Rules for Body Corporate Plan No. PS 513491S are as follows:

1. Definitions

Body Corporate shall mean the Body Corporate acting in Annual or Special General Meetings, the Committee of Management of the Body Corporate for the time being or the Manager acting on authority from the Committee of Management, as the context so allows.

Committee shall mean the Committee of Management of the Body Corporate for the time being appointed by the members in an Annual or Special General meetings.

Common Property shall mean all the common property of the Body Corporate as defined in No. PS 513491S.

Manager shall mean the Manager appointed by the Body Corporate from time to time.

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or common property.

Lot means a Lot (or unit) shown on Plan No 513491S

CampusWalk 2 means the land affected by the Body Corporate, being all of the Lots and Common Property shown on Plan No. 513491S.

Member means proprietor, owner, occupier, tenant or resident of CampusWalk 2

2. Use of Common Property and Lots

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

- (a) use the Common Property or the common facilities or permit the common property or the common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
- (b) use or permit to be used any part of the member's car parking Lot otherwise than for the purpose of parking a motor vehicle or use or occupy any other car park without the prior written consent of the Body Corporate;
- (c) use or permit any Lot, the Common Property, or common facilities, for any purpose which may be illegal or injurious to the reputation of the Building development or may cause a nuisance or hazard to any other member or occupier of any Lot or the families or visitors of any such member or occupier;
- (d) do or permit anything which may invalidate or suspend any insurance policy effected by the Body Corporate or cause any premium to be increased without the prior written consent of the Body Corporate;
- (e) except with the written consent of the Body Corporate, use or store on the Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle;
- (f) use the Common Property or permit it to be used in a manner that is likely to cause damage or deterioration to the Common Property;

- (g) permit anything that might cause structural damage to CampusWalk 2 including, but not limited to, bringing any heavy article onto CampusWalk 2 without the consent of the Body Corporate;
- (h) hold or allow to be held any public auction on or near the Common Property unless written approval is obtained from the Body Corporate;
- (i) obstruct any halls, passageways, stairways or lifts of the common property
- (j) when on common property (if on any part of a lot so as to be visible from another lot or from common property) be inadequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.
- (k) smoke in the stairwells, lifts, foyers, recreations areas and car park forming part of the common property as the body corporate or its Manager may designate from time to time.
- (l) use or permit to be used in or on the common property, skateboards, roller skates or roller blades.
- (m) use the lot or any part thereof or the common property for the making of any public address or announcement unless consented to in writing by the Committee and then only on the terms and subject to the conditions specified in that consent
- (n) permit any trades persons, contractor or other persons carrying out any works to be on a Lot or the Common Property on a Saturday, Sunday or Public Holiday or any other day before 7.00am or after 7.00pm on any other day except in the case of an emergency and the approval of the Manager.
- (o) Use a barbeque or similar appliance on common property.
- (p) Keep any animal in an apartment or on the common property.
- (q) Install or cause to be installed any external TV or other aerials, satellite dish or cable TV wiring in or about the building without written approval from the Body Corporate.
- (r) Except for the area specifically provided, leave a bicycle on common property, which shall include but not be limited to the car park, stairwells and foyers.
- (s) Permit a vehicle to be driven in excess of 5KPH on the common property.
- (t) Use (except in the case on an emergency), or interfere with, any fire safety equipment, or obstruct any fire stairs or fire escape in or about the building.
- (u) Construct or place or have constructed or placed any cupboard, store room, rack fence or structure on common property without the prior approval of the Body Corporate.

3. Parking

- (a) A member must not:
 - (i) park or leave a vehicle on the Common Property so as to obstruct a driveway or entrance to a car park or any place other than a parking area specified for such purpose by the Body Corporate;
 - (ii) sub-let a car park space to a person who is not a resident of CampusWalk 2 or provide security keys or security card numbers to non-residents without the consent in writing of the Committee of the Body Corporate or the manager of the Body Corporate;

- (b) A member must be liable for any unauthorised parking caused or allowed by the member and all cost and expense of any vehicle improperly parked being towed away at the direction of the Body Corporate which right is hereby irrevocably provided to the Body Corporate;

4. Noise

A member must not make or permit to be made any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of a member or occupier of another Lot or any person lawfully using the Common Property.

5. Animals

- (a) A member must not:
 - (i) keep or harbour or encourage or permit any animal on the Common Property after being given notice by the Committee to remove such animal or after the Committee has resolved that the animal is causing a nuisance;
 - (ii) feed birds or animals from windowsills or balconies of the member's lot or anywhere on the Common Property;

6. Garbage

- (a) A member must not:
 - (i) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Committee or the Manager.
- (b) A member must ensure that all garbage is contained within plastic garbage bags prior to placement in the rubbish chute or garbage bins; except for rubbish placed in re-cycle bins.

7. Balconies

- (a) A member must not:
 - (i) allow any balcony or open area forming part of a lot to become unkempt or unsightly;
 - (ii) display any placard, advertisement or sign in or upon the member's lot or upon the common property unless the Body Corporate first consents in writing and then only in accordance with the terms and conditions specified in such consent and subject to any requirements of the City of Stonnington;
 - (iii) hang any clothes or other articles from or on the outside of a member's lot or the common property or on or from any balcony, porch, entrance or landing of a member's lot or the Common Property;
 - (iv) install, without the written permission of the Committee any awnings or other outside fittings on the member's lot or on the exterior of the building;
 - (v) place any items on any balcony or common property other than outdoor tables, chairs or pot plants of a style consistent with the amenity of the building and properly secured or after the Committee has resolved that any item is causing a nuisance;
 - (vi) operate a charcoal or wood burning barbeque or appliance on any balcony or terrace.

- (vii) Throw anything including cigarette butts out of the windows or from the balconies of apartments.
- (b) A member must:
 - (i) ensure that all planter boxes are of a size and type which are not unsightly and which are in accordance with the overall character and style of CampusWalk 2.
 - (ii) ensure that the planter boxes and the plants within them are properly maintained;
 - (iii) refrain from watering the plants and the soil in the planter boxes in such a way that water may escape onto the Common Property or other Lots; and
 - (iv) refrain from using the planter boxes in a manner, which may cause damage, nuisance or hazard to the Common Property.

8. Alterations

A member must not without the prior consent in writing of the Body Corporate and then only on the terms and subject to the conditions specified in that consent or approval, and for this purpose the Body Corporate has the right to appoint an architect, structural engineer or building contractor at the expense of the Member and in these circumstances the consent of the Body Corporate shall not be unreasonably refused:

- (i) make or permit to be made any alterations or additions whether structural or otherwise to the exterior of the lot and/or any accessory unit or any part thereof.
- (ii) erect a wrought iron door or security door or flywire door to the lot entrance or lot balcony entrance; or
- (iii) fit any canvas blind curtain or other awning on the outside of any window
- (iv) make or permit to be made any structural alterations or additions to the interior of the lot or any part thereof; or
- (v) make any alterations to the painting or the decoration of the exterior of the member's lot.
- (vi) install any curtains, blinds or other window furnishings on the interior of any windows in any Lot, which are visible externally other than with an ivory backing;
- (vii) install any heating or cooling device other than by mounting the plant and equipment for it in an area approved by the Body Corporate;
- (viii) allow any glazed portions of the Lot or Common Property that surrounds the Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing

9. Television Interference

A member must not use or suffer or permit to be used on or in the lot any machine equipment or instrument which may cause interference with wireless or television reception by any person or persons for the time being occupying any of the lots unless such machine equipment or instrument is effectively fitted with a device which prevents such interference with wireless or television reception;

10. Damage Common Property & Storage

A member must not:

- (a) misuse, damage, deface or interfere with the use or enjoyment of or obstruct or permit to be damaged or defaced or obstructed any entrance, passage, stairway, lift, lobby, landing, driveway, pathway, or any other part of the Common Property or use the same for any purpose other than the purpose for which they are provided or properly available;
- (b) store or permit to be stored on any part of the Common Property any materials or goods or place any television or wireless aerial or satellite dish or heating or cooling device hot water storage tank on the Common Property unless the Committee first consents thereto in writing and then only on the terms and subject to the conditions as specified in that consent;
- (c) unless employed by the Committee for the purpose of installing rectifying or maintaining the same enter into any plant room, machine housing, wash disposal room, electricity or gas room, lift machinery room, or adjust or cause adjustment to any thermostat, water control, electricity, gas or heating and or cooling controls in or on the common property without the consent of the Body Corporate;
- (d) move any article likely to cause damage or obstruction through the Common Property without first notifying the Manager within 3 days to enable the Manager, and in the absence of any such directions in accordance with the directions of the Body Corporate;
- (e) without the prior consent and approval of the Manager (as to the time or times and means of use) use the lifts for delivery or removal of goods without using lift covers and otherwise other than as directed by the Manager;

11. Security

A member must not:

- (a) leave external building doors insecurely or not closed after exit/entry to the building;
- (b) leave doors to car parks and garage gates open at any times after exit/entry;
- (c) under any circumstances allow entry to unknown visitors;
- (d) prop, wedge or otherwise prevent closure of any security/perimeter doors for furniture movements etc, without approval of the Manager;

12. Keys

- (a) If the body corporate restricts the access of the proprietors and occupiers under these rules, the body corporate may make the number of security keys and security cards as it determines available to proprietors free of charge. The body corporate may charge a reasonable fee for any additional security key required by a proprietor.
- (b) A member of a Lot must:
 - (i) exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the security key and security cards to the proprietor of the body corporate
 - (ii) must promptly report lost security keys and security cards to the Manager;

- (iii) be responsible for allocated keys and cards safe keeping and be responsible for any costs involved with regard to replacement of keys and notify the Manager of any malfunction of doors/gates;
- (c) A member must not:
 - (i) obtain security keys and security cards without payment of a deposit of an amount and upon conditions determined by the Committee from time to time;
 - (ii) acquire additional keys and cards for security doors other than from the Manager or Manager and abide at all times by any further rules relating to security of the Building;
 - (iii) without the body corporate's written consent duplicate the security key or security card or permit it to be duplicated and must take all reasonable precautions to ensure that the security key or security card is not lost or handed to any person other than another proprietor or occupier and is not dispose of otherwise than by returning it to the proprietor or the body corporate

13. Cost of Works

A member must:

Be responsible for any additional work to any of the Common Property as a direct or indirect result of the use of Common Property by such member, tenant, occupier or resident and shall be liable for all additional costs incurred thereby;

14. Moving In & Out

A member must:

- (a) when moving in and out, do so as directed by the Manager and supervise activities of removalists, maintain security standards and ensure the use of protective materials when moving furniture in and out;
- (b) ensure the Manager's presence, or approval of arrangements when moving in or out and otherwise comply with all conditions as determined by the Committee or the Manager from time to time in respect to moving furniture and other items in or out of the Building.
- (c) move in or out of the Building only at such time or times as approved by the Committee or with approval of the Manager and when so doing or when carrying large items in the lift hang protective covers to the lift interior before moving furniture in or out of the building;
- (d) comply with all directions of the Manager or any Committee member in respect to moving in and out of the Building;
- (e) be responsible for any additional work required to the lift directly or indirectly caused by that member or occupier or resident of a lot and shall be liable for all additional costs incurred;
- (f) move furniture via the designated area only and not up the stairs to the common property and at all times act in accordance with any directions of any Committee member, or the Manager;

15. Maintenance

A member must:

- (a) maintain the members lot and maintain in good repair and working order and keep clear all sanitary and sewerage and other apparatus and equipment wholly within the lot used for the supply of electricity, water, hot water, gas, all wires within the lot or on the common property used in connection with wireless or television reception which serve exclusively the lot, all sewers, drains, tubes, pipes, ducts and wires which are wholly within and terminate in and service unit and any tank, cistern, wireless aerial or television antenna, lifts, heating and cooling apparatus now on or which may hereafter be installed on the Common Property and any sewers, drains, tubes, pipes, ducts or wires used in connection therewith on the Common Property which serve exclusively the lot and pay for the renewal repair or reinstatement thereof.
- (b) report to the Manager any accidents to or failure of any services which affects the use and enjoyment of such services by owners and occupiers of units in the building of the Common Property.
- (c) keep the passageway outside the lot clean and clear of any item or rubbish.

16. General

A member must:

- (a) when leasing the member's lot make it condition of the lease or the tenancy that the lessee or tenant shall comply with the Rules of the Body Corporate and the Subdivision Act 1988 and the Subdivision (Body Corporate) Regulations 2001.
- (b) use the lift in the building at own risk and responsibility and use the same in a careful manner and make good any damage caused as a result of use of the lifts for delivery or removal of goods by the manner or the leasee or tenant.
- (c) accompany the member's visitors whilst they are in the building or using the Common Property or facilities or ensure that they are so accompanied by the member's leasee or tenant.
- (d) Each member hereby agrees with the Committee to be liable for all costs, charges and expenses incurred by the Body Corporate in the repair, restoration or of any work required in respect to the common property as a result of any damage to or interference with the Common Property caused or allowed by the member or any lease or tenant of their lot and for all costs associated with enforcement of these Rules (including without limiting the foregoing tow away liability and costs of tow away of unauthorised parked cars) on a joint and several liability basis.

17. Notification

- (a) A complaint or application to the Body Corporate must be addressed in writing to the Manager, or where there is no Manager, the Secretary of the Body Corporate.
- (b) Each Member must advise the Manager of an out of normal business hours contact address and telephone number for each lessee of the Member's lot or any part of it and must promptly advise the Managing Agent of any change in such address or telephone number.



**Student
Housing**
AUSTRALIA



RESIDENTIAL TENANCY AGREEMENT

BETWEEN

Shannon Delima
AS RENTAL PROVIDER/S

And

Connor Page
AS RENTER/S

FOR

Unit 117 / 141 Waverley Rd, Malvern East VIC 3145

RENTED PREMISES

w. sha.com.au e. info@sha.com.au

Residential Tenancies Act 1997 – Section 26(1)

Residential Tenancies Regulations 2021 – Regulation 10(1)

Part A – Basic terms

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

1. Date of agreement

This is the date the Agreement is signed **1-Mar-22**

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

2. Premises let by the rental provider

Address of premise **Unit 117 / 141 Waverley Rd, Malvern East VIC 3145**

3. Rental provider details

Full names(s) or Company name **Shannon Delima**
ACN (if applicable)

Rental provider's agent details

Full names(s) or Company name **Student Housing Australia Pty Ltd (ACN 104 888 244)**

Offices	City Office	Caulfield / Suburban Office
Address	575 Elizabeth Street Melbourne VIC 3000	Level 1, 943 Dandenong Road Malvern East Vic 3145
Phone Number	03 9373 6800	03 9572 8333
Email Address	info@sha.com.au	

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

4. Renter details

Full names of renter	Connor Page	
Current address	TBA	
Phone number	81 07013151199	Email Address clff.page@gmail.com

5. Length of the agreement – fixed term agreement

Start date	04/03/2022	This is the date the agreement starts, and you may move in
End date	13/02/2023	

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

6. Rent

Rent amount (\$)	\$739.00 to be paid per Calendar Month in advance
Utilities Included in this Agreement are	Gas. All other utilities are the renter's responsibility
Day rent is to be paid is	04 day of each month
Date first rent payment due	04/03/2022

7. Bond

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

Bond amount	\$739.00
Date bond payment due	on or before 04/03/2022

Part B – Standard terms

8. Rental provider's preferred method of rent payment

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

(Rental provider to tick available methods of rent payment)

<input checked="" type="checkbox"/>	Direct debit	99 cent cost per transaction
<input checked="" type="checkbox"/>	Cash	No cost
<input checked="" type="checkbox"/>	Bpay	No cost

Payment Details Rent must be paid on or before the due date each month

9. Service of notices and other documents by electronic methods

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

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

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

(Rental provider to tick as appropriate)

No

☒ **Yes** Email Address Info@sha.com.au

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

(Renter to tick as appropriate)

☐ No

☒ **Yes** Full names of renter **Connor Page**
Phone number **81 07013151199** Email Address **clff.page@gmail.com**

10. Urgent Repairs

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

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

Emergency contact name **Student Housing Australia**
Emergency phone number **1300 742 000 - 24 hours a day 7 days a week**
Emergency email address **Info@sha.com.au**

11. Professional cleaning

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

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

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

12. Owners corporation (formerly body corporate)

Do owner corporation rules apply to the premise? (Rental providers to tick as appropriate)

☐ No
☒ Yes

Owner's corporation rules are attached at the back of this document

13. Condition report

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

The Condition report has been provided

☒
The Condition report will be provided to the renter on or before the date of the agreement starts**Part C – Safety-related activities****14. Electrical safety activities**

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

15. Gas safety activities

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

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

16. Smoke alarm safety activities

- The rental provider must ensure that:
 - any smoke alarm is correctly installed and in working condition; and
 - any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
 - the batteries in each smoke alarm are replaced as required.

- The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

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

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

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.**17. Swimming pool barrier safety activities**

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

- The rental provider must ensure that the pool barrier is maintained in good repair.
- 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.
- 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.
- The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

18. Relocatable swimming pool safety activities

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

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

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

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

19. Bushfire prone area activities

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

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

Part D – Rights and obligations

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

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

Use of the premise

The renter:

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

Condition of the premises

The rental provider:

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

The renter:

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

Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs website.
- must seek the rental provider's consent before installing any other fixtures or additions.
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act.

Locks

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

Repairs

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

Urgent repairs

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

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

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

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

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

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

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

- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

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

Repairs - continue

Non-urgent repairs

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

Assignment or sub-letting

The renter:

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

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

The rental provider:

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

Rent

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

Access and entry

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

Pets

- The rental provider must not unreasonably refuse a request to keep a pet

Part E – Additional terms

21. Further details (if any)

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

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

21.1. Meanings in these additional terms

- a. In these additional terms “I”, “me”, or “my”, are used to describe the rental provider and “you” or “your”, the renter. The descriptions apply even if there is more than one rental provider or renter.
- b. *Important advice about “writing”. In these additional terms the word “writing” means all ways of representing or reproducing words, figures, or symbols in a visible form, unless a form prescribed by the Residential Tenancies Act or Regulations or some other legislation must be used. These are examples of “writing”: an SMS message, an email, a facsimile and a letter.
- c. **Before you use an electronic means to send a message or document to me check clause 9.1** to see if I have consented to the electronic service of notices or other documents. If I have, check if I have provided another email address to the one in clause 9.1 or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of an SMS message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or other documents.

21.2. Other use of the rented premises

- a. You must use the premises primarily as your home. If you also want to use them for some ancillary purpose – for example, as an office for your business, as a rooming house, for short term accommodation, or to provide services to clients visiting the premises, you must ask me in *writing for permission beforehand. Before I decide I may ask you to provide reasonable information about the proposed use, including any proposed alterations to the premises, and if I give my permission, I may ask you to comply with reasonable conditions. Before the rental agreement ends you must also comply with section 64(2) of the Residential Tenancies Act. You cannot use an SMS message to ask me for my permission.
- b. Use of the rental premises primarily as a home does not include:
 - the storage of flammable liquids or gases apart from in small quantities for normal domestic use,
 - the service or repair of a vehicle or boat of any description except for routine minor maintenance,
 - disposal on the premises, including the land, of any liquid fuels, oils, tyres, paints, or other polluting substances.

21.3. Storage and removal of waste and rubbish

- a. You must store rubbish and waste in appropriate containers with close fitting lids.
- b. If a place or places are provided for rubbish and waste containers you will keep them there.
- c. You will have rubbish and waste removed regularly in accordance with the municipality’s rubbish and waste removal timetables.
- d. The only waste containers the Rental Tenancies Regulations require me to provide are a rubbish bin and a recycling bin which are provided by the local council, or which are vermin proof and compatible with local council collection.

21.4. My insurance on the premises

- a. If I provide you with a copy of my insurance policy for the rented premises you will not do anything that may invalidate it or result in my insurance premium or excess being increased, unless you are entitled to do so by the Residential Tenancies Act 1997 or some other legislation.
- b. If it is found you are liable to compensate or reimburse me for damage to any part of the premises, and I recover part or all of the loss I have suffered by making a successful claim on my insurance, you will only be liable to reimburse me for that part of your liability which is not covered by the amount I recover from my insurance.
- c. My insurance policy does not cover your goods and personal belongings against theft, loss, or damage. If you wish to insure your goods and personal belongings against theft, loss, or damage it is your responsibility to do so.

21.5. Locks (see Part D – Locks) and alarms

- a. Key of a lock means a device or information normally used to operate the lock.
- b. Lock means a device for securing a door or window or other part of the premises.
- c. Master key system means a set of locks in which each lock or subset of locks has a unique key, and one single key or master key can operate all the locks in the set.
- d. You may change locks at the rented premises but only if you install replacement locks that will not be capable of being operated by the keys already provided and will instead be operated by new keys. Any change of locks must not breach the minimum standards for locks contained in the Residential Tenancies Act and Regulations.
- e. If the lock is keyed alike with other locks in the premises and you make a change to the keying of any of those locks, you must change all the keyed alike locks so that they can continue to be operated by one key.
- f. If you change the locks, you must purchase the same number of keys as were supplied to you at the commencement of the tenancy and supply them to me or my managing agent at the end of the tenancy. In addition, you must give to

me or my managing agent duplicates of the new key/s as soon as practicable and preferable within one business day of changing the locks.

- g. You may change the code of an alarm at the rented premises.
- h. If you change the code or install an alarm system you must tell me or my managing agent in *writing of the code as soon as practicable and preferable within one business day of the change or installation. You cannot use an SMS message to tell me of the new code.

21.6. Defects (see Part D Repairs)

- a. When you become aware of a defect at the rented premises that may injure someone or cause damage you must, in addition to telling me or my managing agent as soon as possible, take reasonable action to avoid risk of injury to yourself or anybody else and to prevent further damage.

21.7. Light globes, fluorescent tubes, and LED lights

- a. At the commencement of the rental agreement light globes, fluorescent tubes and LED lights will be in working order. If on taking possession of the rental premises you find this to not be the case, you must notify me or my managing agent as soon as possible so that the problem may be rectified at my expense.
- b. During the rental agreement you must replace any light globes, fluorescent tubes, starters, and LED lights that cease to function, unless it has ceased to function due to actions taken by me, my managing agent, or my contractor. The requirement for you to replace LED lights does not extend to instances where the light fitting needs to be replaced, because as with other faulty light fittings, their replacement is my responsibility.
- c. If for whatever reason you cannot personally fulfil your obligations, you may at your expense engage a suitable contractor to complete the tasks.

21.8. Sewers and septic systems

- a. Things that may cause a blockage must not be placed into the sewerage or septic system, in addition to the toilet/s this includes drainage from the kitchen, laundry and bathroom/s. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of toilet paper, paper towel, tampons, sanitary pads, continence pads, wipes, cooking fats and oils, and food waste. This is not a complete list and has been provided as a guide only.
- b. When you become aware of a blockage or defect in the sewerage or septic system you must tell me or my managing agent as soon as possible, preferably within 24 hours, even if you, or anyone you have allowed to come on to the rented premises, including me or my managing agent or my contractor, caused it.
- c. If you, or anyone you have allowed to come on to the rented premises negligently or intentionally causes a blockage or defect in the sewerage or septic system you must pay to me the reasonable expenses I incur in having it rectified. You do not have to do so if I, or my managing agent or my contractor caused the blockage or defect.

21.9. Gutters, downpipes, and stormwater drains

- a. As part of your obligation under the Residential Tenancies Act to keep the rented premises reasonably clean you must, unless otherwise agreed in writing, keep the gutters, downpipes and stormwater drains free of debris and other matter to the extent that their proper functioning is not impeded. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.
- b. If the proper functioning of the gutters, downpipes or stormwater drains is impeded due to a fault or need for repair, you must notify me or my managing agent as soon as possible. If the need for repair or replacement is the result of you, other occupants of the rented premises or your visitors intentionally or negligently causing damage to the rented premises or common areas I will arrange for the necessary repair or replacement, however you will be required to reimburse me for the expense.

21.10. Gardens and land

- a. If under this rental agreement you are provided with, in addition to the built structures, gardens or land as part of the premises, you must unless otherwise agreed in writing, maintain them in a reasonably clean condition and free from damage apart from fair wear and tear.
- b. These are examples of things you may need to do to care for the garden and land: mow grass; water subject to water restrictions, as and when required; remove weeds; rake up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs flowers and other plants; and as far as reasonably possible keep the garden free of pests and vermin. In bushfire prone areas you must take reasonable action to minimise the fuel load on the land during the fire season. This is not a complete list of things you may need to do. I have provided the examples as a guide only. If for whatever reason you cannot personally fulfil this obligation you may at your expense engage a suitable contractor to complete the tasks.
- c. You must make a request in *writing for my permission if you wish to remove any plants apart from weeds, or if you wish to change the layout of garden beds, grassed areas, paved areas and so on. The request must not be made by SMS message.
- d. You must make a request in *writing for my permission if you wish to plant any trees, shrubs, or vines, apart from those that form part of a vegetable or herb garden. The request must not be made by SMS message.
- e. You must not dispose of any polluting or toxic substance on the land.

21.11. Mould

- a. You should take all reasonable steps to prevent the development of mould (fungi) in the rented premises. These steps include but are not limited to; ventilating the premises by use of exhaust fans and openable windows provided, particularly if you need to dry washing inside the premises; using an appropriate household cleaner to regularly clean surfaces on which condensation forms; and preventing window furnishings, furniture and clothes being in contact with surfaces on which condensation forms.
- b. If you see signs of mould in the premises you must notify me or my managing agent as soon as possible.
- c. If the mould has developed due to a fault, such as a leak in the premises, or is related to the building structure I will arrange for it to be rectified and the mould treated. In the meantime, you should take all reasonable steps to avoid exposure to the mould.

21.12. You cannot use your bond to pay rent

- a. You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent for the premises on the ground you intend to regard the bond as rent paid and it allows VCAT to impose a penalty if satisfied a breach of the bond requirements has occurred.

21.13. 'To Let', 'Auction', 'For Sale' etc signs at the rented premises

- a. You will allow me, or my managing agent, to put up a sign on the rented premises during the final month of the rental agreement indicating the premises will be available for renting. The sign will be positioned so as not to interfere with your use of the rented premises.
- b. You will allow me or my estate agent to put up a sign on the premises at any time indicating that it is available to be purchased. The sign will be positioned so as not to interfere with your use of the rented premises.

21.14. Assigning, subletting, or abandoning the rented premises (see Part D – Assigning or subletting)

- a. If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferably within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or sub-let. You cannot use an SMS message to ask me or my managing agent for permission.
- b. If the rental agreement is assigned to a new renter or combination of renters, even if some are continuing, I may require you to reimburse me for my reasonable expenses incurred due to the assignment. These expenses will be calculated according to the following formula. [Enter below if required]
- c. If you assign or sublet the rental premises without obtaining written permission beforehand and I terminate your rental agreement, or if you abandon the rental premises, I may ask you to reimburse me for expenses I incur in reletting. If I do this the expenses will be calculated according to the following formula [Enter below if required]
- d. My managing agent cannot require payment from you, however they can on my behalf require you to reimburse me for expenses I incur.

21.15. Leaving the premises at the end of the fixed term (see Part D - Locks)

- a. If you intend to leave the rental premises at the end of the fixed term on this agreement you need to tell me or my managing agent about your intention at least 28 days before the fixed term comes to an end, or 14 days before the fixed term comes to an end if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.
- b. You must tell me or my managing agent about your intention to leave in *writing by giving notice in a form which is not an SMS message.
- c. You must return all the keys and any key cards and remote controls to me or my managing agent when you leave the rented premises.
- d. You must continue to pay rent to me or my managing agent until the end of the fixed term; or to and including the day on which you return all the keys, key cards and remote controls to me or my managing agent if it is after the end of the fixed term. If, with your agreement, the premises are relet from a date before the end of fixed term and you return the keys etc before that date you will only be required to pay rent to and including the day before the new rental agreement commences.

21.16. Leaving the premises after the fixed term ends

- a. If you remain in occupation of the rental premises after the fixed term of this agreement ends and you do not enter into a new fixed term agreement with me, you must tell me or my managing agent of your intention to leave specifying a date not less than 28 days after the date you tell me or my managing agent, or 14 days if you fall within one of the categories set out in section 91ZB of the Residential Tenancies Act 1997.
- b. You must tell me, or my managing agent, about your intention to leave in *writing in a form that is not an SMS message.

21.17. Receipt of condition report /statement of rights and duties

- a. You acknowledge, before you took occupation of the rented premises, you received from me or my managing agent:
 - two copies of a condition report signed by me or my managing agent, and
 - a written guide "Renting a home: a guide for tenants" as authorised and published by the Victorian government setting out my rights and duties as a rental provider and your rights and duties as a renter. If you consented to receiving notices electronically this guide may be provided to you electronically.

21.18. Rental provider's signature

- a. I may authorise my managing agent to sign this rental agreement on my behalf. In the event you and I (or my managing agent acting on my behalf) have agreed that you will rent the rented premises on the terms set out in this document or we have conducted ourselves in such a way as to imply that this was the case, the terms of this rental agreement will be binding even if, through an oversight, a party has neglected to sign it. The Residential Tenancies Act 1997 provides the following definition of a residential rental agreement in section 5:
- "residential rental agreement means an agreement, whether or not in writing and whether express or implied, under which a person lets premises as a residence (but does not include an SDA residency agreement) and includes a fixed term residential rental agreement and a periodic residential rental agreement;"
- SDA means Specialist Disability Accommodation.

21.19. Modifications (see Part D - Modifications)

- a. If you make any modification that does not require my consent you must notify me that you intend to make that modification along with a description of the modification at least 48 hours before making the modification.
- b. If you intend to install non-permanent window film for insulation, reduced heat transfer or privacy or install security lights, alarm systems or security cameras, I may require you to engage a suitably qualified person to carry out the work.
- c. If you intend to replace curtains you must inform me of where and the manner in which you intend to store the original curtains.

22. Signatures

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

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

Rental provider

Signature of rental provider



Date

1-Mar-22

Renters

All renters listed must sign this residential rental agreement

Signature of renter



Connor Yuji Page (Mar 3, 2022 12:26 GMT+11)

Date

3-Mar-22

Signature of renter

Date

Signature of renter

Date

Note: Each renter who is a party to the agreement must sign and date here.

First Month's Rent and Bond Payment Options

Your first month's rental and bond must be paid when signing this agreement.

This secures the property for you.

Once payment is made you will need to download receipt copy and upload to link below to complete this document.

There are 2 payment options for you.



Biller Code: 96503
Ref: 30376392411223356951

Contact your bank or financial institution to make this payment from your cheque, savings, debit credit card or transaction account. More info: www.bpay.com.au



Deft Payment – Credit card

Deft Reference number: 30376392411223356951

<https://payonce.deft.com.au/#/oneOffPayment>

Unit 117 / 141 Waverley Rd, Malvern East VIC 3145

Rental Amount: \$739.00

Bond Amount: \$739.00

Total Due: \$1478.00

Once payment is made you will need to download/screen grab receipt copy and upload to link below to complete this document.

Attach Receipt here: 

4 Easy Steps to connect your utilities through **YourPorter**

<https://www.yourporter.com.au/get-connected/>

You **ONLY** need to connect the following for your apartment.

☒ **Electricity** ☒ **Water**

STEP 1 – Move in, Personal and Contact Detail

Moving Details		Personal Details		Contact Details	
Moving Date*	<input type="text" value="25 January 2021"/>	Status*	<input type="radio"/> Mr <input type="radio"/> Mrs <input type="radio"/> Miss <input checked="" type="radio"/> Ms <input type="radio"/> Other	Mobile*	<input type="text" value="0400000000"/>
Address*	<input type="text" value="Unit 101 42-50 Barry St"/>	First Name*	<input type="text" value="John"/>	Last Name*	<input type="text" value="Smith"/>
Suburb*	<input type="text" value="CARLTON"/>	Date of Birth*	<input type="text" value="01 January 2000"/>	Work Phone	<input type="text"/>
State*	<input type="text" value="VIC"/>	Postcode*	<input type="text" value="3053"/>	Home Phone	<input type="text"/>
		<small>This information is collected for the purposes of identification and may be disclosed to our third party suppliers in order to connect the utilities you select. Please see our privacy policy for more detail</small>		Email	<input type="text" value="johmsmith@gmail.com"/>
				How did you hear about us?*	<input type="text" value="Real Estate"/>
				Agent Name*	<input type="text" value="SHA"/>

Ensure the Address & Unit number is correct.

Select Real Estate →

Type: SHA →

STEP 2 – Service to connect (Only Connect service in RED)

Services to connect

Electricity	Gas	Internet	Pay TV	Telephone	Home Loan
Car Insurance	Life Insurance	Health Insurance	Home & Contents	Bulk Hot Water	Water

STEP 3 – ID Details & Submit Form

ID Type *	<input type="text" value="Passport"/>	Expiry Date *	<input type="text" value="01 January 2025"/>	Once finish, tick box to accept T&Cs, then submit
ID Number *	<input type="text" value="A12345678"/>	Place of issue *	<input type="text" value="Singapore"/>	

STEP 4 – Upload your connection confirmation

Attach Set Up Confirmation Screen Shot here



COMBINED RULES FOR AN OWNERS CORPORATION

(incorporating the Model Rules and Additional Rules)

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 prior 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

- (1) An owner or occupier must ensure that the disposal of garbage, waste, or other material does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots; and
- (2) An owner or occupier must ensure that all garbage and waste is only placed in the bins in the area provided and that the lids of the bins are securely closed.
- (3) Retail Lots will be responsible for the management and removal of their waste from the property at their own cost and will comply with 1.3 (1) & (2).

1.4. Grease Traps

Any Grease Trap which collects waste from a Retail Lot will be cleaned at regular intervals by the Owners Corporation and the cost recovered from the Lots using the Grease Trap.

2. COMMITTEES AND SUB-COMMITTEES**2.1 Functions, powers and reporting of committees and subcommittees**

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 prior 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 prior 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 his or her behalf at the meeting.
- (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**. This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

OWNERS CORPORATION - SPECIAL RULES

The Rules for Body Corporate Plan No. PS 504840U are as follows:

1. Definitions

Body Corporate shall mean the Body Corporate acting in Annual or Special General Meetings, the Committee of Management of the Body Corporate for the time being or the Manager acting on authority from the Committee of Management, as the context so allows.

Committee shall mean the Committee of Management of the Body Corporate for the time being appointed by the members in an Annual or Special General meetings.

Common Property shall mean all the common property of the Body Corporate as defined in No.PS 504840U.

Manager shall mean the Manager appointed by the Body Corporate from time to time.

Security Key means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a lot or common property.

Lot means a Lot (or unit) shown on Plan No 504840U

CampusWalk means the land affected by the Body Corporate, being all of the Lots and Common Property shown on Plan No. 504840U.

Member means proprietor, owner, occupier, tenant or resident of CampusWalk

2. Use of Common Property and Lots

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

- (a) use the Common Property or the common facilities or permit the common property or the common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
- (b) use or permit to be used any part of the member's car parking Lot otherwise than for the purpose of parking a motor vehicle or use or occupy any other car park without the prior written consent of the Body Corporate;
- (c) use or permit any Lot, the Common Property, or common facilities, for any purpose which may be illegal or injurious to the reputation of the Building development or may cause a nuisance or hazard to any other member or occupier of any Lot or the families or visitors of any such member or occupier;
- (d) do or permit anything which may invalidate or suspend any insurance policy effected by the Body Corporate or cause any premium to be increased without the prior written consent of the Body Corporate;
- (e) except with the written consent of the Body Corporate, use or store on the Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle;
- (f) use the Common Property or permit it to be used in a manner that is likely to cause damage or deterioration to the Common Property;
- (g) permit anything that might cause structural damage to CampusWalk including, but not limited to, bringing any heavy article onto CampusWalk without the consent of the Body Corporate;
- (h) hold or allow to be held any public auction on or near the Common Property unless written approval is obtained from the Body Corporate;
- (i) obstruct any halls, passageways, stairways or lifts of the common property
- (j) when on common property (if on any part of a lot so as to be visible from another lot or from common property) be inadequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.

- (k) smoke in the stairwells, lifts, foyers, recreations areas and car park forming part of the common property as the body corporate or its Manager may designate from time to time.
- (l) use or permit to be used in or on the common property, skateboards, roller skates or roller blades.
- (m) use the lot or any part thereof or the common property for the making of any public address or announcement unless consented to in writing by the Committee and then only on the terms and subject to the conditions specified in that consent
- (n) permit any trades persons, contractor or other persons carrying out any works to be on a Lot or the Common Property on a Saturday, Sunday or Public Holiday or any other day before 7.00am or after 7.00pm on any other day except in the case of an emergency and the approval of the Manager.
- (o) Use a barbeque or similar appliance on common property other than the installed barbeque/s and then only in a safe manner and to remove all rubbish and debris from the area and to clean the barbeques on completion of the use of the area.
- (p) Keep any animal in an apartment or on the common property.
- (q) Install or cause to be installed any external TV or other aerials, satellite dish or cable TV wiring in or about the building without written approval from the Body Corporate.
- (r) Except for the area specifically provided, leave a bicycle on common property, which shall include but not be limited to the car park, stairwells and foyers.
- (s) Permit a vehicle to be driven in excess of 5KPH on the common property.
- (t) Use (except in the case on an emergency), or interfere with, any fire safety equipment, or obstruct any fire stairs or fire escape in or about the building.
- (u) Construct or place or have constructed or placed any cupboard, store room, rack fence or structure on common property without the prior approval of the Body Corporate.

3. Parking

- (a) A member must not:
 - (i) park or leave a vehicle on the Common Property so as to obstruct a driveway or entrance to a car park or any place other than a parking area specified for such purpose by the Body Corporate;
 - (ii) sub-let a car park space to a person who is not a resident of CampusWalk or provide security keys or security card numbers to non-residents without the consent in writing of the Committee of the Body Corporate or the manager of the Body Corporate;
- (b) A member must be liable for any unauthorised parking caused or allowed by the member and all cost and expense of any vehicle improperly parked being towed away at the direction of the Body Corporate which right is hereby irrevocably provided to the Body Corporate;

4. Noise

A member must not make or permit to be made any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of a member or occupier of another Lot or any person lawfully using the Common Property.

5. Animals

- (a) A member must not:
 - (i) keep or harbour or encourage or permit any animal on the Common Property after being given notice by the Committee to remove such animal or after the Committee has resolved that the animal is causing a nuisance;
 - (ii) feed birds or animals from windowsills or balconies of the member's lot or anywhere on the Common Property;

6. Garbage

- (a) A member must not:
 - (i) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Committee or the Manager.
- (b) A member must ensure that all garbage is contained within plastic garbage bags prior to placement in the rubbish chute or garbage bins; except for rubbish placed in re-cycle bins.

7. Balconies

- (a) A member must not:
 - (i). allow any balcony or open area forming part of a lot to become unkempt or unsightly;
 - (ii). display any placard, advertisement or sign in or upon the member's lot or upon the common property unless the Body Corporate first consents in writing and then only in accordance with the terms and conditions specified in such consent and subject to any requirements of the City of Stonnington;
 - (iii). hang any clothes or other articles from or on the outside of a member's lot or the common property or on or from any balcony, porch, entrance or landing of a member's lot or the Common Property;
 - (iv). install, without the written permission of the Committee any awnings or other outside fittings on the member's lot or on the exterior of the building;
 - (v). place any items on any balcony or common property other than outdoor tables, chairs or pot plants of a style consistent with the amenity of the building and properly secured or after the Committee has resolved that any item is causing a nuisance;
 - (vi). operate a charcoal or wood burning barbeque or appliance on any balcony or terrace.
 - (vii). Throw anything including cigarette butts out of the windows or from the balconies of apartments.
- (b) A member must:
 - (i) ensure that all planter boxes are of a size and type which are not unsightly and which are in accordance with the overall character and style of CampusWalk.
 - (ii) ensure that the planter boxes and the plants within them are properly maintained;
 - (iii) refrain from watering the plants and the soil in the planter boxes in such a way that water may escape onto the Common Property or other Lots; and
 - (iv) refrain from using the planter boxes in a manner, which may cause damage, nuisance or hazard to the Common Property.

8. Alterations

A member must not without the prior consent in writing of the Body Corporate and then only on the terms and subject to the conditions specified in that consent or approval, and for this purpose the Body Corporate has the right to appoint an architect, structural engineer or building contractor at the expense of the Member and in these circumstances the consent of the Body Corporate shall not be unreasonably refused:

- (a) make or permit to be made any alterations or additions whether structural or otherwise to the exterior of the lot and/or any accessory unit or any part thereof.
 - (i). erect a wrought iron door or security door or flywire door to the lot entrance or lot balcony entrance or
 - (ii). fit any canvas blind curtain or other awning on the outside of any window
 - (iii). make or permit to be made any structural alterations or additions to the interior of the lot or any part thereof, or

- (iv). make any alterations to the painting or the decoration of the exterior of the member's lot.
- (v). install any curtains, blinds or other window furnishings on the interior of any windows in any Lot, which are visible externally other than with an ivory backing;
- (vi). install any heating or cooling device other than by mounting the plant and equipment for it in an area approved by the Body Corporate;
- (vii). allow any glazed portions of the Lot or Common Property that surrounds the Lot to be tinted or otherwise treated with the intention to change the visual characteristics of the glazing

9. Television Interference

A member must not use or suffer or permit to be used on or in the lot any machine equipment or instrument which may cause interference with wireless or television reception by any person or persons for the time being occupying any of the lots unless such machine equipment or instrument is effectively fitted with a device which prevents such interference with wireless or television reception;

10. Damage Common Property & Storage

A member must not:

- (a) misuse, damage, deface or interfere with the use or enjoyment of or obstruct or permit to be damaged or defaced or obstructed any entrance, passage, stairway, lift, entrance, lobby, landing, driveway, pathway, or any other part of the Common Property or use the same for any purpose other than the purpose for which they are provided or properly available;
- (b) store or permit to be stored on any part of the Common Property any materials or goods or place any television or wireless aerial or satellite dish or heating or cooling device hot water storage tank on the Common Property unless the Committee first consents thereto in writing and then only on the terms and subject to the conditions as specified in that consent;
- (c) unless employed by the Committee for the purpose of installing rectifying or maintaining the same enter into any plant room, machine housing, wash disposal room, electricity or gas room, lift machinery room, or adjust or cause adjustment to any thermostat, water control, electricity, gas or heating and or cooling controls in or on the common property without the consent of the Body Corporate;
- (d) move any article likely to cause damage or obstruction through the Common Property without first notifying the Manager within 3 days to enable the Manager, and in the absence of any such directions in accordance with the directions of the Body Corporate;
- (e) without the prior consent and approval of the Manager (as to the time or times and means of use) use the lifts for delivery or removal of goods without using lift covers and otherwise other than as directed by the Manager;

11. Security

A member must not:

- (a) leave external building doors insecurely or not closed after exit/entry to the building;
- (b) leave doors to car parks and garage gates open at any times after exit/entry;
- (c) under any circumstances allow entry to unknown visitors;
- (d) prop, wedge or otherwise prevent closure of any security/perimeter doors for furniture movements etc, without approval of the Manager;

12. Keys

- (a) If the body corporate restricts the access of the proprietors and occupiers under these rules, the body corporate may make the number of security keys and security cards as it determines available to proprietors free of charge. The body corporate may charge a reasonable fee for any additional security key required by a proprietor.
- (b) A member of a Lot must:
 - (i). exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any

lease or licence of a lot to the occupier to ensure the return of the security key and security cards to the proprietor of the body corporate

- (ii). must promptly report lost security keys and security cards to the Manager;
 - (iii). be responsible for allocated keys and cards safe keeping and be responsible for any costs involved with regard to replacement of keys and notify the Manager of any malfunction of doors/gates;
- (c) A member must not:
- (i) obtain security keys and security cards without payment of a deposit of an amount and upon conditions determined by the Committee from time to time;
 - (ii) acquire additional keys and cards for security doors other than from the Manager or Manager and abide at all times by any further rules relating to security of the Building;
 - (iii) without the body corporate's written consent duplicate the security key or security card or permit it to be duplicated and must take all reasonable precautions to ensure that the security key or security card is not lost or handed to any person other than another proprietor or occupier and is not dispose of otherwise than by returning it to the proprietor or the body corporate

13. Cost of Works

A member must:

be responsible for any additional work to any of the Common Property as a direct or indirect result of the use of Common Property by such member, tenant, occupier or resident and shall be liable for all additional costs incurred thereby;

14. Moving In & Out

A member must:

- (a) when moving in and out, do so as directed by the Manager and supervise activities of removalists, maintain security standards and ensure the use of protective materials when moving furniture in and out;
- (b) ensure the Manager's presence, or approval of arrangements when moving in or out and otherwise comply with all conditions as determined by the Committee or the Manager from time to time in respect to moving furniture and other items in or out of the Building.
- (c) move in or out of the Building only at such time or times as approved by the Committee or with approval of the Manager and when so doing or when carrying large items in the lift hang protective covers to the lift interior before moving furniture in or out of the building;
- (d) comply with all directions of the Manager or any Committee member in respect to moving in and out of the Building
- (e) be responsible for any additional work required to the lift directly or indirectly caused by that member or occupier or resident of a lot and shall be liable for all additional costs incurred;
- (f) move furniture via the designated area only and not up the stairs to the common property and at all times act in accordance with any directions of any Committee member, or the Manager;

15. Maintenance

A member must:

- (a) maintain the members lot and maintain in good repair and working order and keep clear all sanitary and sewerage and other apparatus and equipment wholly within the lot used for the supply of electricity, water, hot water, gas, all wires within the lot or on the common property used in connection with wireless or television reception which serve exclusively the lot, all sewers, drains, tubes, pipes, ducts and wires which are wholly within and terminate in and service unit and any tank, cistern, wireless aerial or television antenna, lifts, heating and cooling apparatus now on or which may hereafter be installed on the Common Property and any sewers, drains, tubes, pipes, ducts or wires used in connection therewith on the Common Property which serve exclusively the lot and pay for the renewal repair or reinstatement thereof.
- (b) report to the Manager any accidents to or failure of any services which affects the use and enjoyment of such services by owners and occupiers of units in the building of the Common Property.
- (c) keep the passageway outside the lot clean and clear of any item or rubbish.

16. General

A member must:

- (a) when leasing the member's lot make it condition of the lease or the tenancy that the lessee or tenant shall comply with the Rules of the Body Corporate and the Subdivision Act 1988 and the Subdivision (Body Corporate) Regulations 2001.
- (b) use the lift in the building at own risk and responsibility and use the same in a careful manner and make good any damage caused as a result of use of the lifts for delivery or removal of goods by the manner or the lessee or tenant.
- (c) accompany the member's visitors whilst they are in the building or using the Common Property or facilities or ensure that they are so accompanied by the member's lessee or tenant.
- (d) Each member hereby agrees with the Committee to be liable for all costs, charges and expenses incurred by the Body Corporate in the repair, restoration or of any work required in respect to the common property as a result of any damage to or interference with the Common Property caused or allowed by the member or any lease or tenant of their lot and for all costs associated with enforcement of these Rules (including without limiting the foregoing tow away liability and costs of tow away of unauthorised parked cars) on a joint and several liability basis.

17. Notification

- (a) A complaint or application to the Body Corporate must be addressed in writing to the Manager, or where there is no Manager, the Secretary of the Body Corporate.
- (b) Each Member must advise the Manager of an out of normal business hours contact address and telephone number for each lessee of the Member's lot or any part of it and must promptly advise the Managing Agent of any change in such address or telephone number.

PROPERTY REPORT

From www.planning.vic.gov.au at 03 May 2022 01:30 PM

PROPERTY DETAILS

Address: **117/141 WAVERLEY ROAD MALVERN EAST 3145**

Lot and Plan Number: **Lot 117 PS513491**

Standard Parcel Identifier (SPI): **117\PS513491**

Local Government Area (Council): **STONNINGTON**

Council Property Number: **62789**

Directory Reference: **Melway 68 G1**

www.stonnington.vic.gov.au

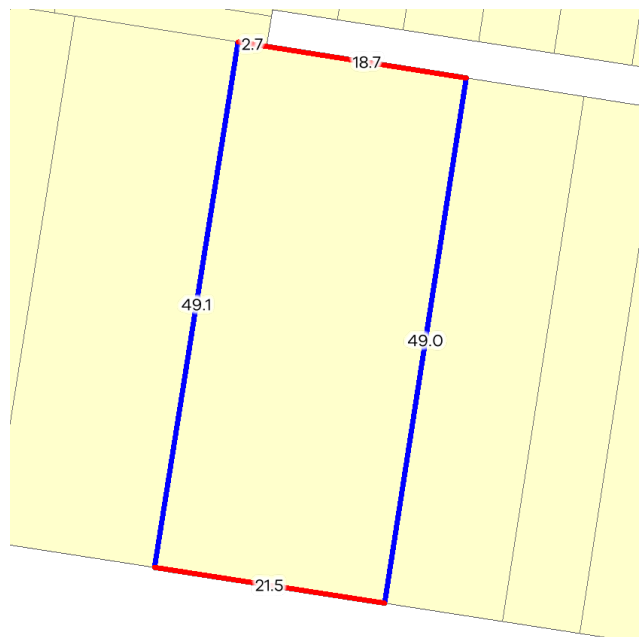
Note: There are 57 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

SITE DIMENSIONS

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



Area: 1050 sq. m

Perimeter: 141 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **MALVERN**

PLANNING INFORMATION

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

Planning Overlay: [DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5 \(DDO5\)](#)

PROPERTY REPORT

Planning scheme data last updated on 27 April 2022.

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

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

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

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

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

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

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

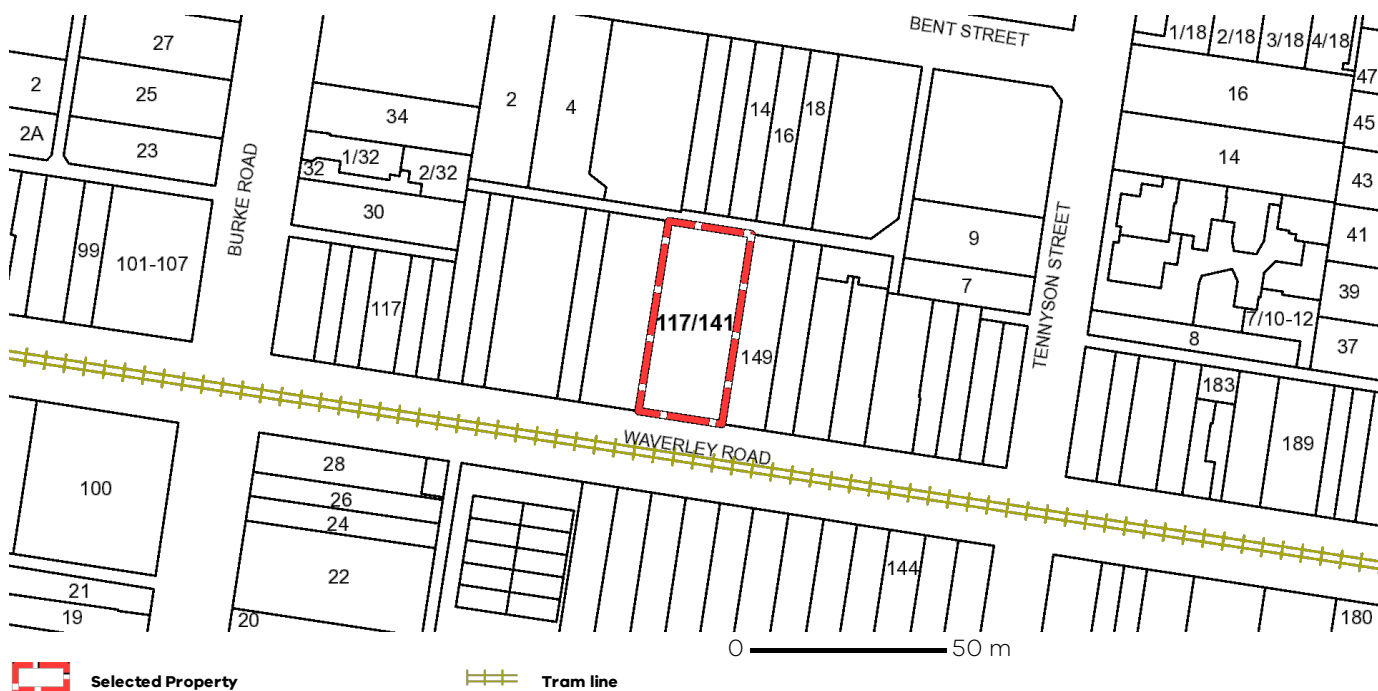
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

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

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 03 May 2022 01:30 PM

PROPERTY DETAILS

Address: **117/141 WAVERLEY ROAD MALVERN EAST 3145**
Lot and Plan Number: **Lot 117 PS513491**
Standard Parcel Identifier (SPI): **117\PS513491**
Local Government Area (Council): **STONNINGTON**
Council Property Number: **62789**
Planning Scheme: **Stonnington**
Directory Reference: **Melway 68 G1**

www.stonnington.vic.gov.au

[Planning Scheme - Stonnington](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

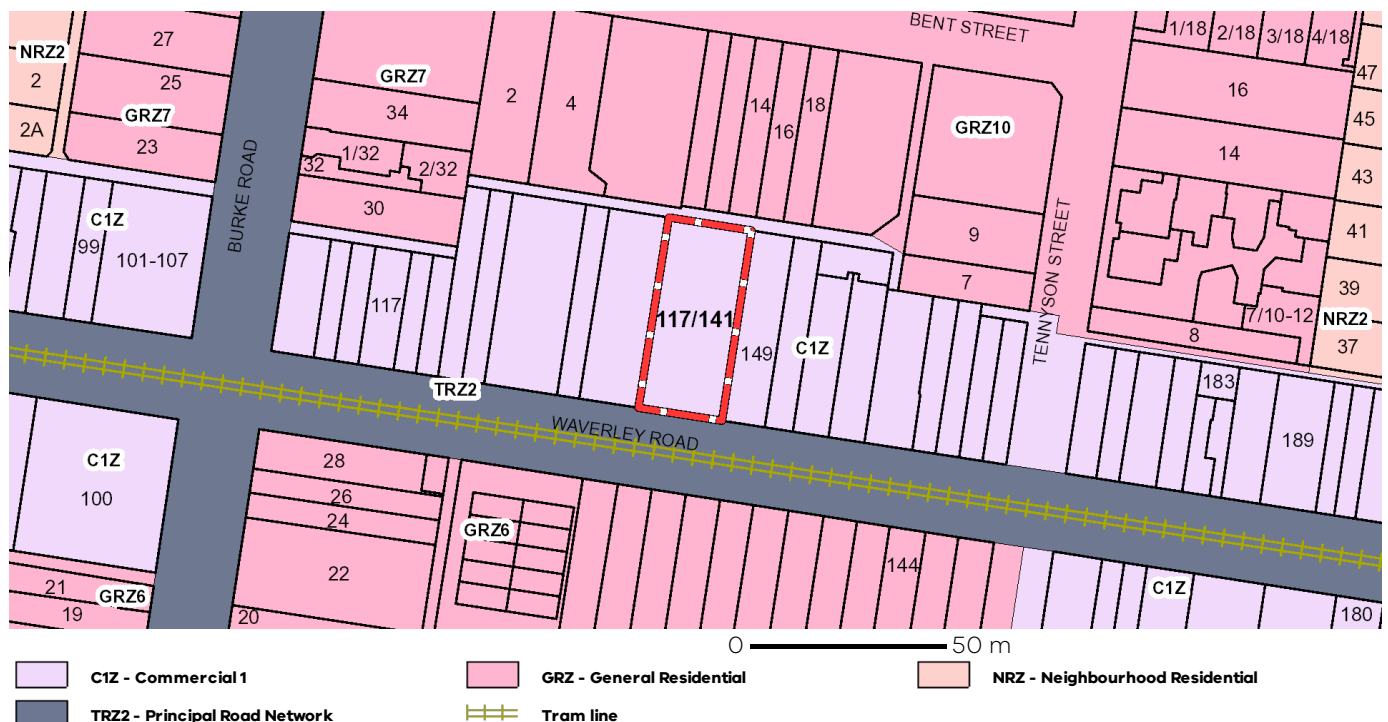
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

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



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

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Read the full disclaimer at <https://www2.delwp.vic.gov.au/disclaimer>

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

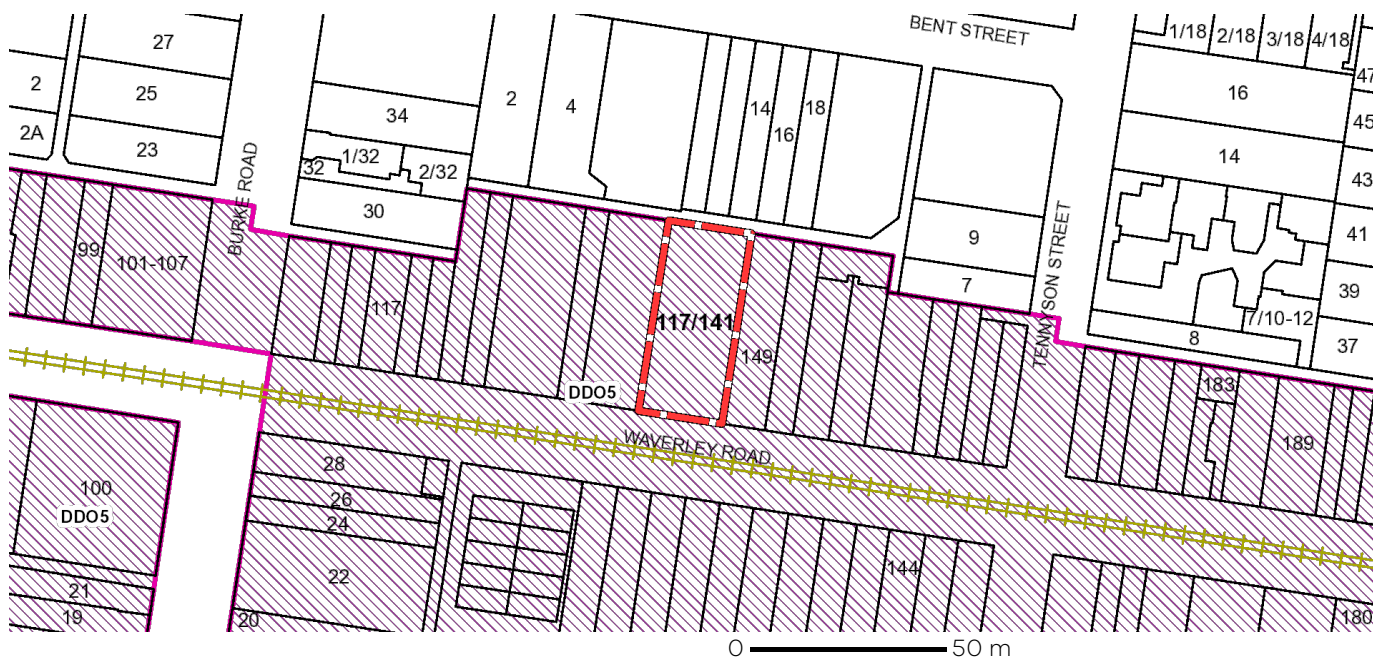
PLANNING PROPERTY REPORT: 117/141 WAVERLEY ROAD MALVERN EAST 3145

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Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5 (DDO5)

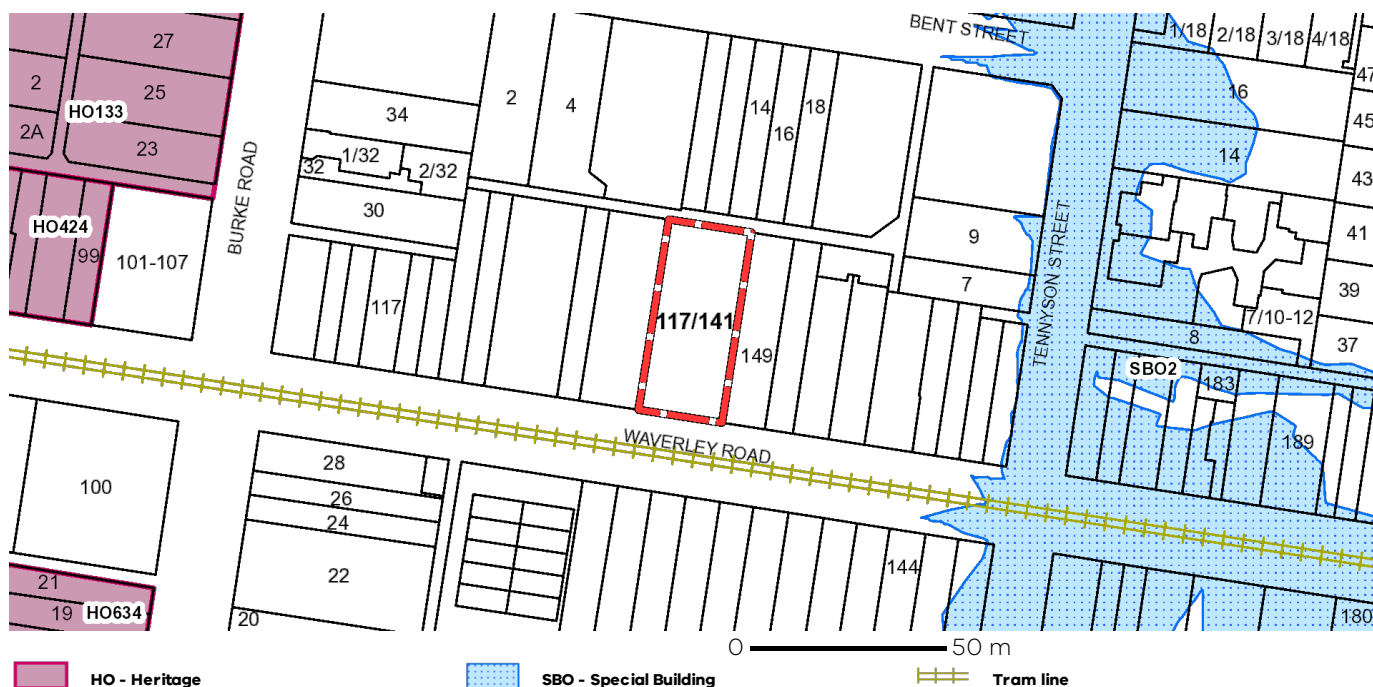


OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

SPECIAL BUILDING OVERLAY (SBO)



Further Planning Information

Planning scheme data last updated on 27 April 2022.

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

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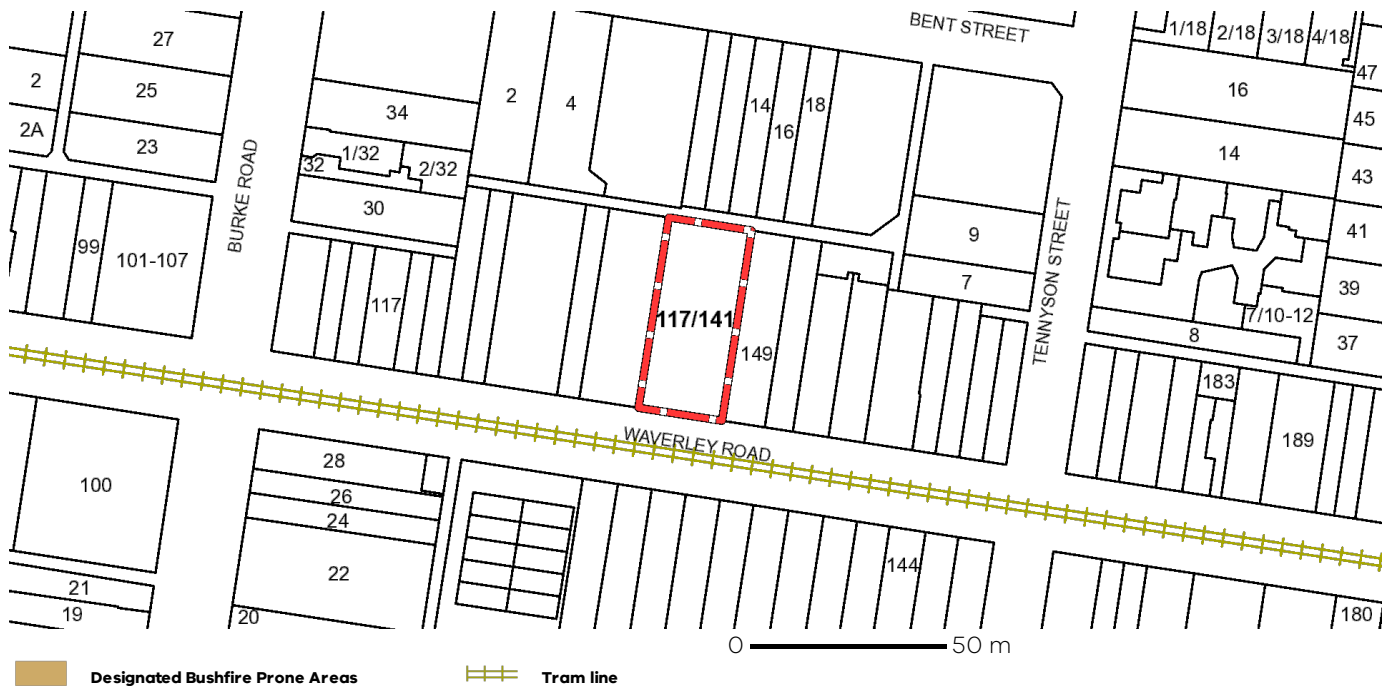
For details of surrounding properties, use this service to get the Reports for properties of interest.

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

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

Designated Bushfire Prone Areas

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



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

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

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

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

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>

Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>

For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>

Native Vegetation

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

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

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

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 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