

**Bradley Allan Konndouras and Roselle Konndouras**

## **CONTRACT OF SALE AND SECTION 32**

Unit 1201, Level 12, 131 Pelham Street, Carlton VIC 3053

# Contract of sale of land

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

The terms of this contract are contained in the -

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

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

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

**SIGNED BY THE PURCHASER:** .....

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

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

.....

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

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

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

**SIGNED BY THE VENDOR:** .....

Bradley Allan Konndouras and Roselle Konndouras..... on ...../...../2022

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

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

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

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

### Particulars of sale

#### Vendor's estate agent

Name: Viva Property .....

Address: 575 Elizabeth Street, Melbourne VIC 3000 .....

Email: zenok@vivaproperty.com.au .....

Tel: 03 9373 6868.....Mob: 0402 000 497..... Ref: Zeno Kobica.....

#### Vendor

Name: Bradley Allan Konndouras and Roselle Konndouras

Address: 376 Highlander Drive, Craigieburn VIC 3064 .....

ABN/ACN: .....

Email: fairlane@live.com.au and sales@brservices.com.au .....

#### Vendor's legal practitioner or conveyancer

Name: Conveyancing.com.au .....

Address: PO Box 13139 Law Courts, VIC 8010 .....

Email: 60025@conveyancing.com.au .....

Tel: 1300 932 738..... Fax: (03) 8866 1591..... Ref: VIC-SEL-KL-JM02-KON33-6002580

#### 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 11109 Folio 224	1201	PS608032Y

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

The land includes all improvements and fixtures.

**Property address**

The address of the land is: Unit 1201, Level 12, 131 Pelham Street, Carlton VIC 3053

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

All fixtures and fittings of a permanent nature, including fixed floor coverings, window furnishings and electrical light fittings as inspected.

**Payment**

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

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)

is due on \_\_\_\_\_

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

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

**Lease** (general condition 5.1)

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

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

☐ a lease for a term ending on \_\_\_\_\_ with \_\_\_\_\_ options to renew, each of \_\_\_\_\_ years

OR

☒ a residential tenancy for a fixed term ending on \_\_\_\_ 07 July 2022 \_\_\_\_\_

OR

☐ a periodic tenancy determinable by notice \_\_\_\_\_

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: \_\_\_\_\_  
(or another lender chosen by the purchaser)

Loan amount: no more than \_\_\_\_\_ Approval date: \_\_\_\_\_

**Building report – See Special Condition 1 – applies only if the box is checked**

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

**Pest report – See Special Condition 2 - applies only if the box is checked**

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

## Special Conditions

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

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

### ☐ 1. **BUILDING REPORT**

General condition 21 is deleted and replaced with the following:

This Contract is conditional upon the purchaser at their own expense obtaining a building report from a building inspector duly qualified in accordance with the Australian Standards for pre-purchase inspections within \_\_\_\_\_ days from the date the purchaser signs the Contract. The Purchaser may end the Contract if 1(a) and (b) below are complied with within \_\_\_\_\_ days of the date the purchaser signs the Contract of Sale and on the following basis:

- (a) The report shows any defect on any structure on the land which is determined to be a major structural defect;
- (b) A copy of the report together with a written notice formally ending the Contract of Sale is provided to the Vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service;

All monies paid by the Purchaser will be refunded in full.

### ☐ 2. **PEST REPORT**

General condition 22 is deleted and replaced with the following:

This Contract is conditional upon the purchaser at their own expense obtaining a pest inspection report from a pest inspector duly qualified in accordance with the Australian Standards for pre-purchase inspections within \_\_\_\_\_ days from the date the purchaser signs the Contract. The Purchaser may end the Contract if 2(a) and (b) below are complied with within \_\_\_\_\_ days of the date the purchaser signs the Contract of Sale and on the following basis:

- (a) The report shows a major pest infestation of any structure on the land;
- (b) A copy of the report together with a written notice formally ending the Contract of Sale is provided to the Vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service;

All monies paid by the Purchaser will be refunded in full.

### ☒ 3. **PURCHASER'S ACKNOWLEDGEMENTS**

The Property is sold subject to any restrictions as to use under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof or delay payment of the price.

The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that he is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

The Purchaser acknowledges that there are no conditions warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induced the Purchaser to enter into this Contract. The Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims or demands in respect thereof. The Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or their Agent such as are not made conditions of the Contract.

☒ **4. PLANNING**

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

☒ **5. DUE DILIGENCE CHECKLIST**

The Purchaser hereby acknowledges having received from the Vendor a Due Diligence Checklist and a signed Section 32 Statement prior to signing the Contract of Sale hereof.

☒ **6. GUARANTEE**

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto and marked Annexure "A".

☒ **7. FOREIGN INVESTMENT REVIEW BOARD**

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

☒ **8. STAMP DUTY – PURCHASER BUYING UNEQUAL INTERESTS**

- (a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- (b) If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- (c) The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner and/or conveyancer against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- (d) This Special Condition will not merge on completion.

☒ **9. SETTLEMENT RE-SCHEDULING FEE**

The Purchaser agrees to pay the Vendor's Solicitor's costs of \$385.00 (GST inclusive) to reschedule settlement should the Purchaser default and fail to settle on the agreed settlement date. The re-scheduling fee is to be paid to the Vendor's Solicitors at settlement.

# General Conditions

## Contract signing

### 1. ELECTRONIC SIGNATURE

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

### 2. LIABILITY OF SIGNATORY

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

### 3. GUARANTEE

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

### 4. NOMINEE

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

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## Title

### 5. ENCUMBRANCES

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

### 6. VENDOR WARRANTIES

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

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

## 7. IDENTITY OF THE LAND

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

## 8. SERVICES

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

## 9. CONSENTS

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

## 10. TRANSFER & DUTY

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

## 11. RELEASE OF SECURITY INTEREST

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

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
  - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
  - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property -
- (a) that –
    - (i) the purchaser intends to use predominately for personal, domestic or household purposes; and
    - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
  - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if -
- (a) the personal property is of a kind that may be described by a serial number in the Personal Property Securities Register; or
  - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12, the purchaser must pay the vendor -
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
  - (b) any reasonable costs incurred by the vendor as a result of the delay -
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

## 12. BUILDING WARRANTY INSURANCE

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

## 13. GENERAL LAW LAND

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

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

## Money

### 14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
  - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
  - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land is sold on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
  - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser; that either
    - (i) there are no debts secured against the property; or
    - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
  - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
  - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:

- (d) payments may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
  - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purposes of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

## 15. DEPOSIT BOND

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

## 16. BANK GUARANTEE

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

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

## **17. SETTLEMENT**

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

## **18. ELECTRONIC SETTLEMENT**

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
  - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
  - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
  - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day; or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendors subscriber or the electronic lodgment network operator,

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

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

## 19. GST

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

## 20. LOAN

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

## 21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sales is checked.
- 21.2 The purchaser may end this contract within 14 days from the days of sale if the purchaser:
  - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
  - (b) gives the vendor a copy of the report and a written notice ending this contract; and
  - (c) is not in then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

## 22. PEST REPORT

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

## 23. ADJUSTMENTS

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

## 24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
  - (b) promptly provide the vendor with proof of payment; and
  - (c) otherwise comply, or ensure compliance with, this general condition;
 despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements in special condition 24.6 if:
  - (a) the settlement is conducted through an electronic lodgement network; and

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

## 25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the \*supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth), and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is \*new residential premise or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
  - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
  - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
  - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
  - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
  - (c) otherwise comply, or ensure compliance, with this general condition;
 despite:
  - (d) any contrary instructions, other than from both the purchaser and the vendor; and
  - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
  - (a) settlement is conducted through the electronic lodgement network; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:
  - (a) so agreed by the vendor in writing; and
  - (b) the settlement is not conducted through an electronic lodgement network.
 However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
  - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
  - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
  - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
  - (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.
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## Transactional

### 26. TIME & CO OPERATION

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

### 27. SERVICE

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

## **28. NOTICES**

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

## **29. INSPECTION**

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

## **30. TERMS CONTRACT**

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

## **31. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

## **32. BREACH**

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

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

## Default

### 33. INTEREST

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

### 34. DEFAULT NOTICE

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

### 35. DEFAULT NOT REMEDIED

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

We.....

Of.....

(Hereinafter called "the Guarantors") which expression shall mean and include its successors in consideration of the within named Vendor selling to the within named Purchaser at its request the land described in the within Contract of Sale for the price and upon the terms and conditions therein set forth HEREBY COVENANT with the said Vendor that if at any time default shall be made in the payment of the residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the within Contract of Sale or any substitute Contract or in the performance or observance of any term or condition of the within Contract of Sale or any substituted Contract to be performed and observed by the purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such residue of purchase money, interest or other monies which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest and other monies payable under the within Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the within or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the Law relating to sureties would but for this provision have the effect of releasing the Guarantor.

Words importing the singular number only shall include the plural number and words importing the plural only shall include the singular number and words importing the masculine gender shall include the feminine and/or Corporation as the case may require.

IN WITNESS WHEREOF this Guarantee has been executed on the..... day of  
..... 2022.

Signed by the said )  
in the presence of ) .....

.....

Signed by the said )  
in the presence of ) .....

.....

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

<b>Land</b>	Unit 1201, Level 12, 131 Pelham Street, Carlton VIC 3053
-------------	--

<b>Vendor's name</b>	Bradley Allan Konndouras	<b>Date</b>
<b>Vendor's signature</b>		

<b>Vendor's name</b>	Roselle Konndouras	<b>Date</b>
<b>Vendor's signature</b>		

<b>Purchaser's name</b>		<b>Date</b>
<b>Purchaser's signature</b>		

## 1. FINANCIAL MATTERS

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

- (a) Are contained in the attached certificates.
- (b) The Purchaser may become liable for land tax in the future depending on other land ownership and future use.
- (c) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described below:  
Not applicable.

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

Not applicable.

### 1.3. Terms Contract

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

Not Applicable.

### 1.4. Sale Subject to Mortgage

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

Not Applicable.

## 2. INSURANCE

### 2.1. Damage and Destruction

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

Not Applicable.

### 2.2. Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1. Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction unless referred to in the attached property enquiry certificates.

### 3.2. Road Access

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

☐

### 3.3. Designated Bushfire Prone Area

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

☐

### 3.4. Planning Scheme

Attached is a certificate with the required specified information.

## 4. NOTICES

### 4.1. Notice, Order, Declaration, Report or Recommendation

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

None to the knowledge of the Vendor. The vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the vendor by the relevant public authority or government department.

#### Agricultural Chemicals

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

Nil.

### 4.2. Compulsory Acquisition

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

Nil.

## 5. BUILDING PERMITS

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

Not Applicable.

## 6. OWNERS CORPORATION

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

Attached is a current Owners Corporation Certificate with its accompanying documents and statements, issued in accordance with the section 151 of the Owners Corporation Act 2006.

## 7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

## 8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input checked="" type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	--

## 9. TITLE

Attached are copies of the following documents:

### 9.1 Registered Title

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

### 9.2 Evidence of right to sell

Not applicable.

## 1. SUBDIVISION

### 1. Unregistered Subdivision

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

Not Applicable.

### 2. Staged Subdivision

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

Not Applicable.

### 3. Further Plan of Subdivision

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

Not Applicable.

## 2. DISCLOSURE OF ENERGY INFORMATION

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

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

1. to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
2. which has a net lettable area of at least 2000m<sup>2</sup>; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

## 3. DUE DILIGENCE CHECKLIST

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

Is attached.

## 4. ATTACHMENTS

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

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

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

Due Diligence Checklist GST Withholding Certificate Register Search Statement Copy of Plan PS608032Y Agreement AF319653K Basic Owners Corporation Report 1 Land Information Certificate Water Information Certificate Land Tax Certificate Owners Corporation Certificate VicRoads Certificate Planning Certificate Bushfire Prone Area Report EPA Certificate Residential Tenancy Agreement
--

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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

## **Vendor/Supplier GST withholding notice**

**Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953  
(Cwlth)**

### **Notice to Purchaser**

Vendor: Bradley Allan Konndouras and Roselle Konndouras

Property: Unit 1201, Level 12, 131 Pelham Street, Carlton VIC 3053

Certificate of Title: being Lot 1201 on Plan of Subdivision PS608032Y

The Purchaser/recipient is not required to make a payment under section 14-250 of Schedule 1 of the *Taxation Administration Act 1953* (Cwlth) in relation to the supply of the above property.

**Date:** 19 May 2022

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

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

VOLUME 11109 FOLIO 224

Security no : 124097315510A

Produced 04/05/2022 03:30 PM

LAND DESCRIPTION

Lot 1201 on Plan of Subdivision 608032Y.

PARENT TITLES :

Volume 05098 Folio 509      Volume 07517 Folio 137

Created by instrument PS608032Y 12/12/2008

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

ROSELLE KONNDOURAS

BRADLEY ALLAN KONNDOURAS both of 24 RIGGAL STREET DALLAS VIC 3047

AT351739U 19/06/2020

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

AF319653K 06/09/2007

DIAGRAM LOCATION

SEE PS608032Y 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 1201 LEVEL 12 131 PELHAM STREET CARLTON VIC 3053

OWNERS CORPORATIONS

The land in this folio is affected by

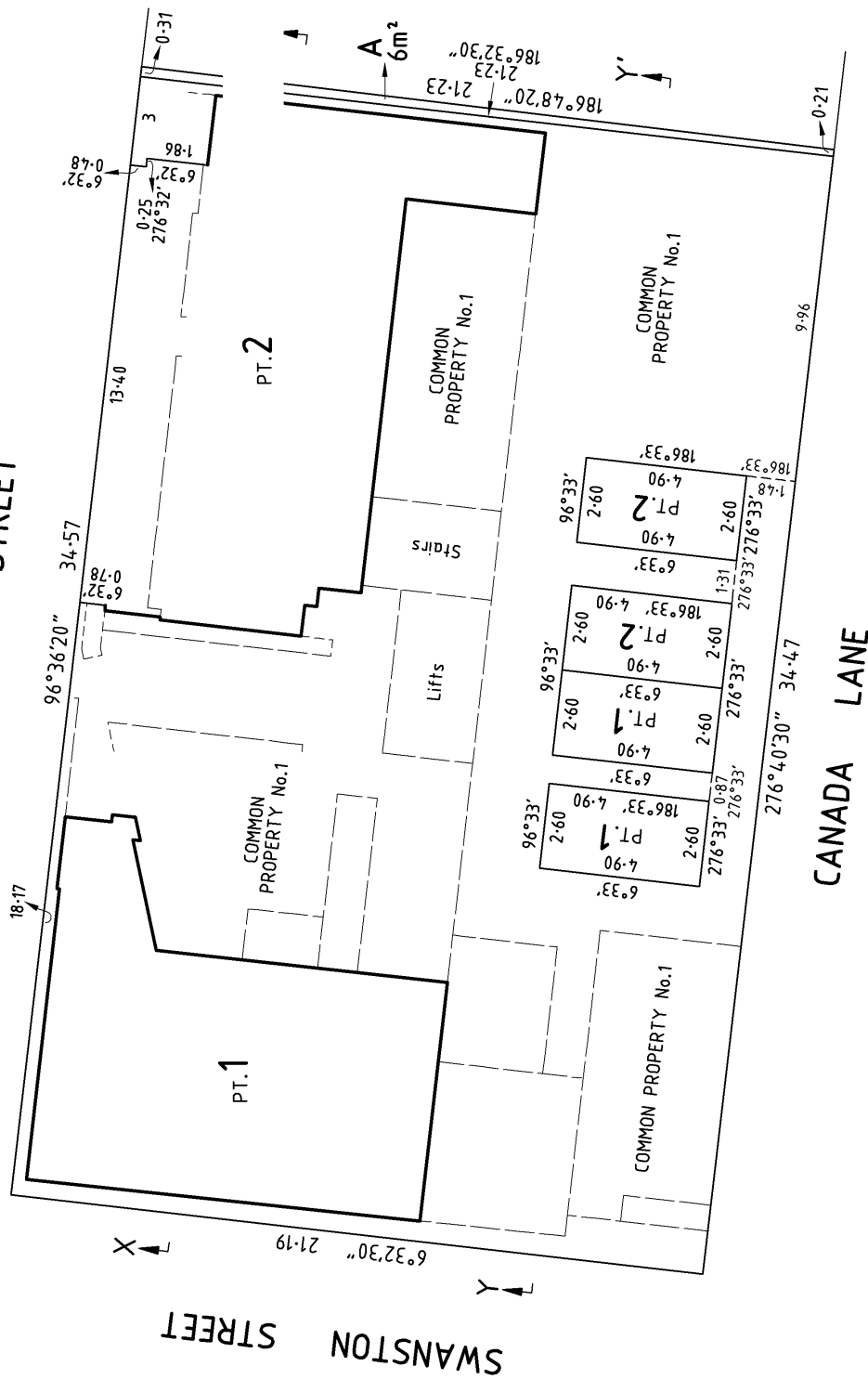
OWNERS CORPORATION 1 PLAN NO. PS608032Y

DOCUMENT END

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<b>PLAN OF SUBDIVISION</b>				Stage No. <div style="border: 1px solid black; width: 50px; height: 50px; margin: 0 auto;"></div>	LR use only <b>EDITION 1</b>	Plan Number <b>PS 608032Y</b>										
<b>Location of Land</b>				<b>Council Certification and Endorsement</b>												
<p>Parish: JIKA JIKA  Township: AT CARLTON  Section: 23  Crown Allotment: 10(PT) &amp; 11 (PT)  Crown Portion:  Title References:  Vol. 5098 Fol. 509  Vol. 7517 Fol. 137  Vol. Fol.  Last Plan Reference:  Postal Address: 594-600 SWANSTON STREET &amp;  125-135 PELHAM STREET  CARLTON 3053  MGA Co-ordinates: E 320 755  (Of approx. centre of plan) N 5 814 115 Zone: 55</p>				<p>Council Name: CITY OF MELBOURNE Ref: SA-2008-7  TP-2008-825</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988.  2. This plan is certified under section 11(7) of the Subdivision Act 1988.  Date of original certification under section 6 / /  3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p><b>Open Space:</b></p> <p>(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</p> <p>Council Delegate  Council seal  Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988  Council Delegate  Council seal  Date / /</p>												
<b>Vesting of Roads or Reserves</b>																
Identifier		Council/Body/Person														
Nil		Nil														
<b>Notations</b>																
<p><b>Depth Limitation:</b> Does not apply</p>				<p><b>Staging:</b> This <del>is</del> is not a staged subdivision  Planning Permit No.</p>												
<p><b>Boundaries shown by thick continuous lines are defined by buildings</b>  <b>Location of boundaries defined by buildings:</b>  Interior Face : All boundaries</p> <p><b>Lots 1 &amp; 2 comprise of 3 parts</b>  <b>Lot A is not affected by an Owners Corporation.</b>  Other lots in this plan may be affected by one or more Owners Corporations. See Owners Corporation search for details.  Common property No.1 is all the land in the plan except the lots, and includes the structure of all the walls, floors &amp; ceilings.</p>				<p><b>Survey:</b> This plan is <del>is not</del> based on survey.  To be completed where applicable.  This survey has been connected to permanent marks no(s).  In Proclaimed Survey Area no.</p> <p><b>THIS IS SPEAR PLAN</b></p> <p>All electricity (mains) cables and internal service ducts/pipe shafts &amp; columns within the buildings are deemed to be part of common property No.1. The position of these ducts/shafts &amp; columns have not been shown on the diagrams contained herein.</p> <p>Lots 3-100, 122-200, 219-300, 319-400, 419-500, 519-600, 619-700, 719-800, 819-900, 819-900, 919-1000, 1019-1100, 1119-1200 are omitted from this plan.</p>												
<b>Easement Information</b>					<p>LR use only  Statement of Compliance  / Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p>Date <b>3 / 12 / 08</b></p>											
<p><b>Legend:</b> A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)  Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">Easement Reference</th> <th style="width: 20%;">Purpose</th> <th style="width: 10%;">Width (Metres)</th> <th style="width: 10%;">Origin</th> <th style="width: 50%;">Land Benefited/In Favour Of</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>					Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of						<p>LR use only  <b>PLAN REGISTERED</b>  TIME <b>4.17pm.</b>  DATE <b>12 / 12 / 08</b>  <b>Rod Speer</b>  Assistant Registrar of Titles</p> <p>Sheet <b>1</b> of <b>11</b> Sheets  Original sheet size A3</p>	
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of												
<p><b>GOODISON &amp; ASSOCIATES</b>  LICENSED SURVEYORS  305 BRIDGE ROAD RICHMOND 3121  TEL: 9428-1818 FAX: 9428-0015  E-mail: goodison@mira.net</p>			<p>LICENSED SURVEYOR (PRINT) <u>Bernard GOODISON</u>  SIGNATURE <u>Digitally Signed</u> DATE <u>/ /</u>  REF <b>11456</b> VERSION <b>4</b></p>		<p>DATE <u>/ /</u>  COUNCIL DELEGATE SIGNATURE</p>											



**DIAGRAM 1**  
**GROUND STOREY**

# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 608032Y**

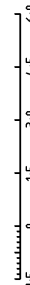
**GOODISON & ASSOCIATES**

LICENSED SURVEYORS  
3305 BRIDGE ROAD RICHMOND 3121  
TEL: 9428-1818 FAX: 9428-0015  
E-mail: [goodison@mira.net](mailto:goodison@mira.net)

ORIGINAL	SHEET SIZE	SCALE
	A3	1:150

SCALE  
1:150

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

**Bernard GOODISON**

**SIGNATURE** Digitally Signed

DATE \_\_\_\_\_

REF 11456

VERSION 4

Sheet 2

DATE \_\_\_\_\_

COUNCIL DELEGATE SIGNATURE

# PLAN OF SUBDIVISION

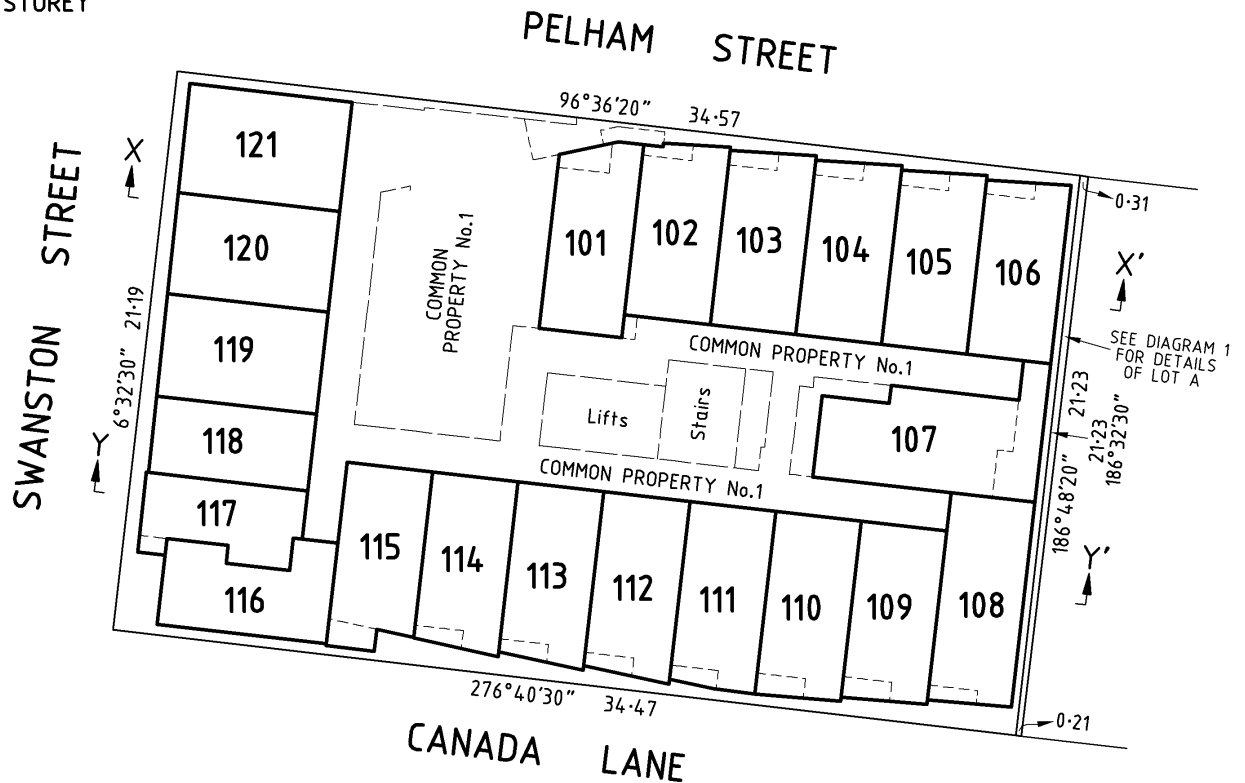
Stage No.

Plan Number

**PS 608032Y**

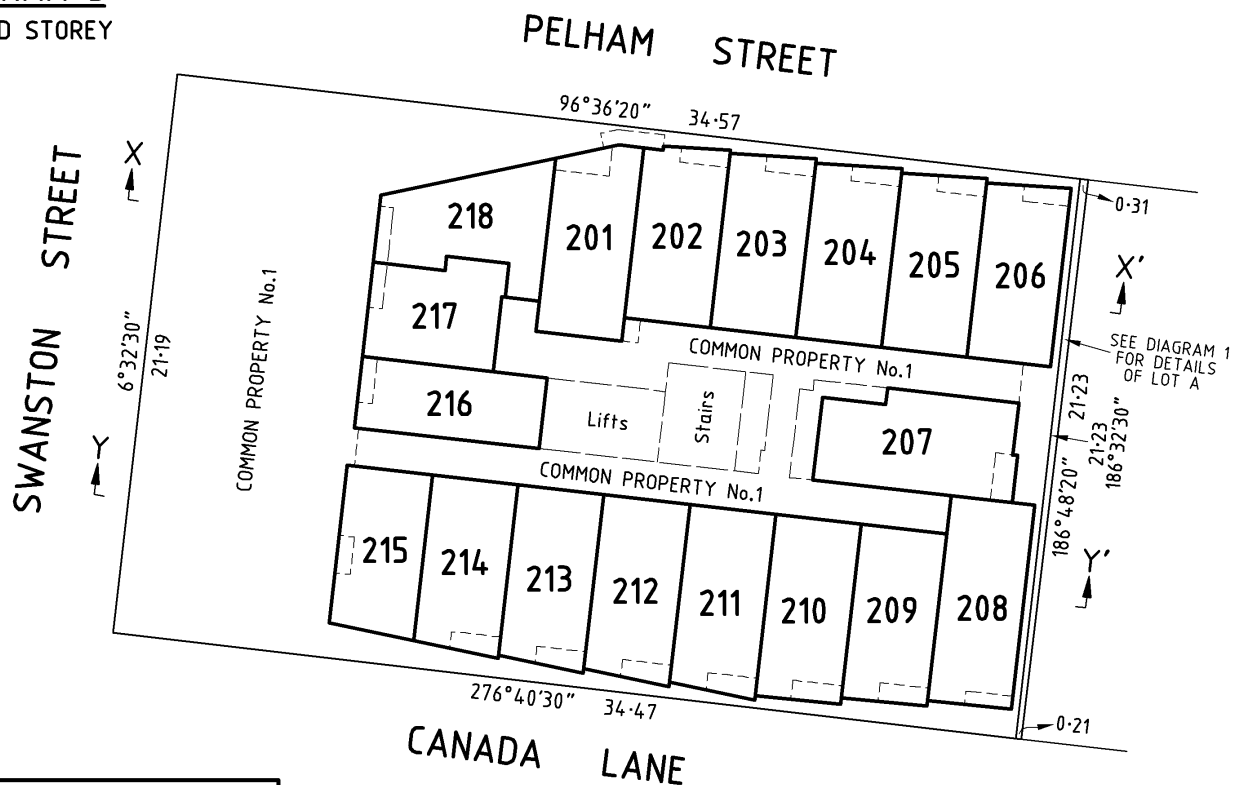
## DIAGRAM 2

FIRST STOREY



## DIAGRAM 3

SECOND STOREY



### GOODISON & ASSOCIATES

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305 BRIDGE ROAD RICHMOND 3121  
TEL: 9428-1818 FAX: 9428-0015  
E-mail: goodison@mira.net

LICENSED SURVEYOR (PRINT)

Bernard GOODISON

Sheet 3

SIGNATURE Digitally Signed

DATE / /

DATE / /  
COUNCIL DELEGATE SIGNATURE

REF 11456

VERSION 4

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# PLAN OF SUBDIVISION

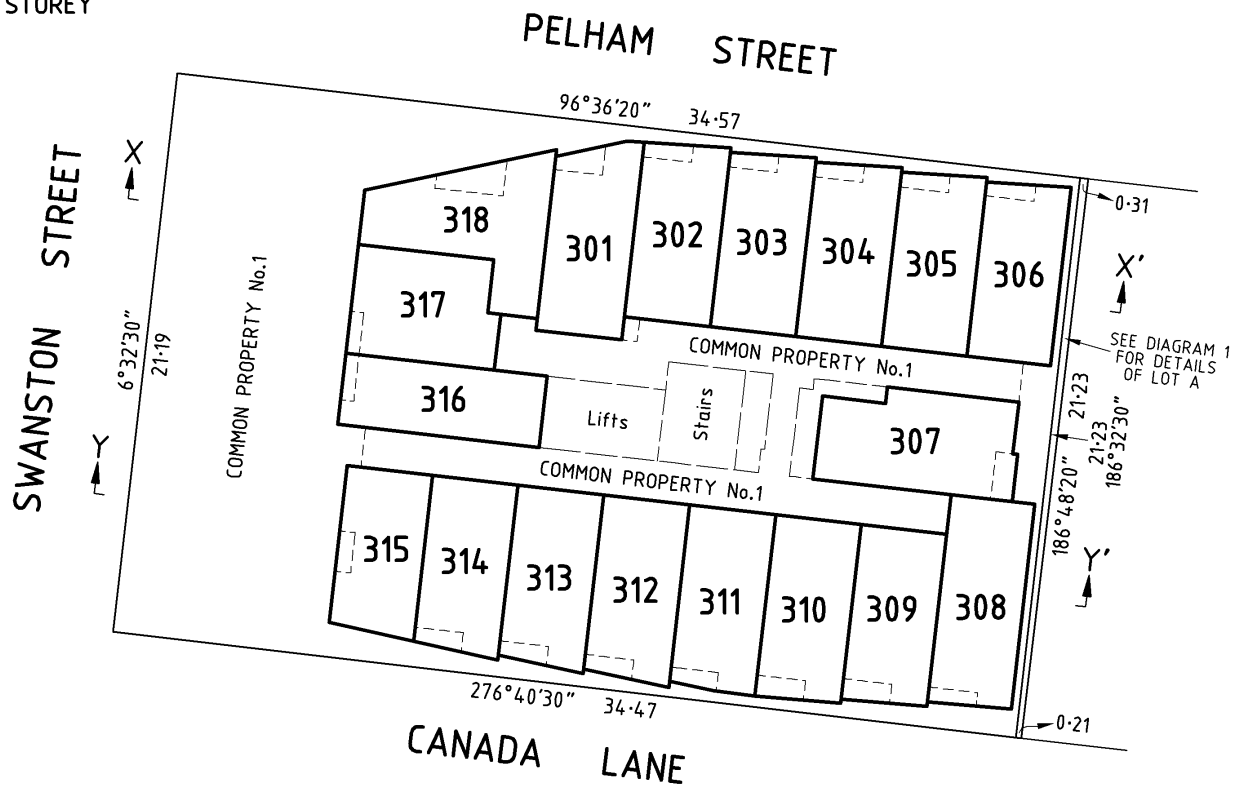
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Plan Number

**PS 608032Y**

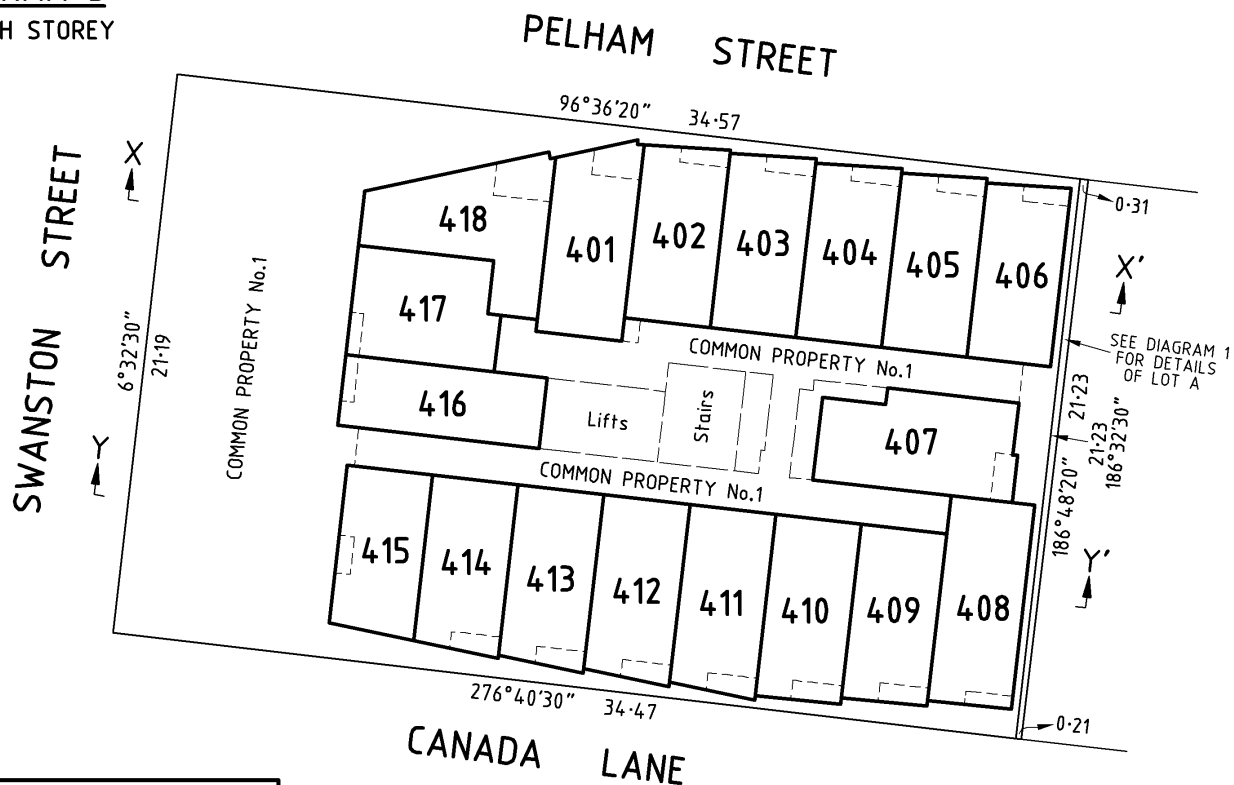
## DIAGRAM 4

THIRD STOREY



## DIAGRAM 5

FOURTH STOREY



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LICENSED SURVEYORS  
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TEL: 9428-1818 FAX: 9428-0015  
E-mail: goodison@mira.net

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Bernard GOODISON

Sheet 4

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DATE / /

DATE / /  
COUNCIL DELEGATE SIGNATURE

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VERSION 4

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# PLAN OF SUBDIVISION

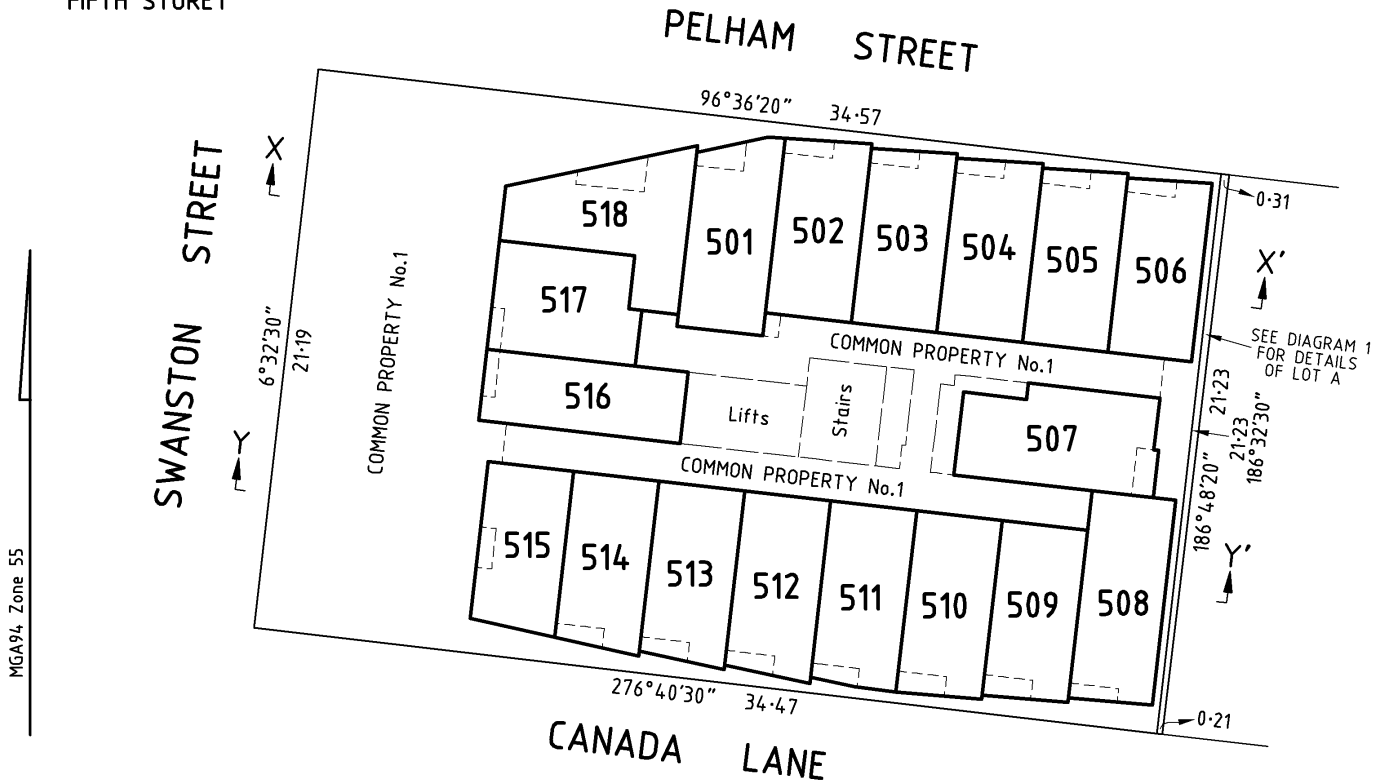
Stage No.

Plan Number

**PS 608032Y**

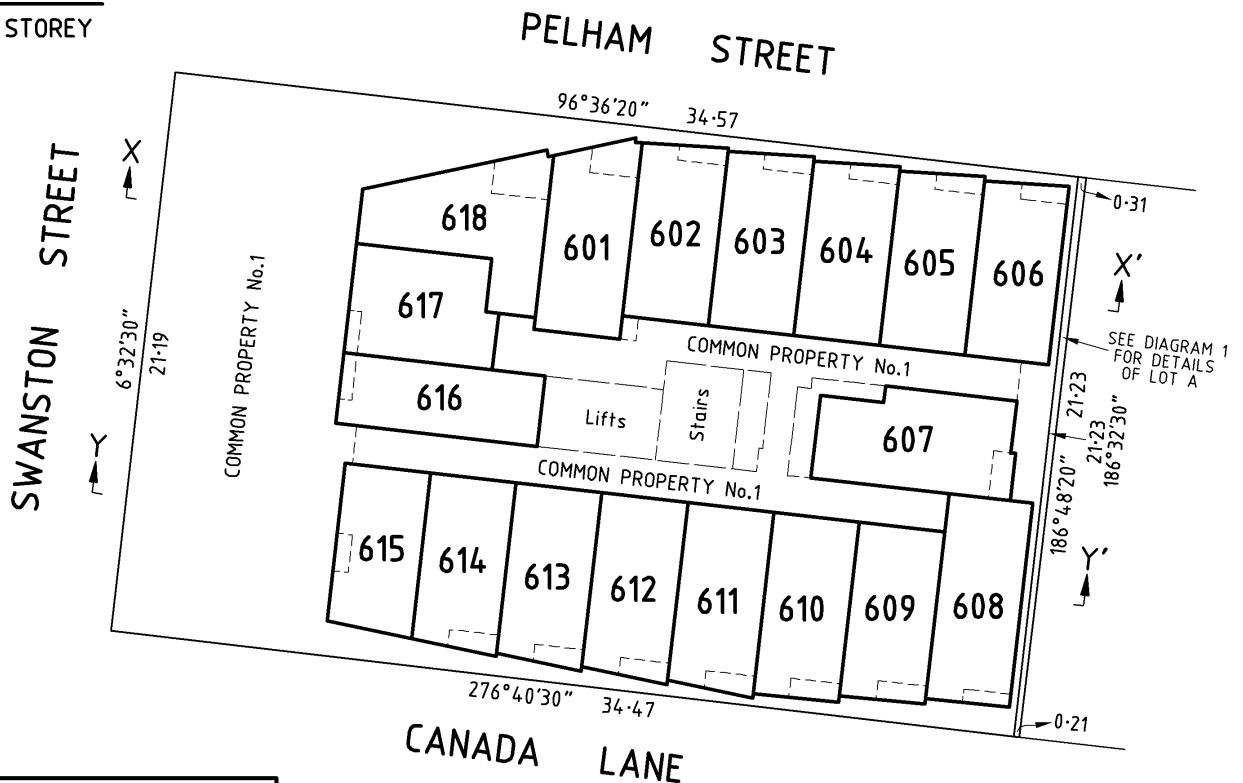
## DIAGRAM 6

FIFTH STOREY



## DIAGRAM 7

SIXTH STOREY



### GOODISON & ASSOCIATES

LICENSED SURVEYORS  
305 BRIDGE ROAD RICHMOND 3121  
TEL: 9428-1818 FAX: 9428-0015  
E-mail: goodison@mira.net

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Bernard GOODISON

Sheet 5

SIGNATURE Digitally Signed

DATE / /

DATE / /  
COUNCIL DELEGATE SIGNATURE

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VERSION 4

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LENGTHS ARE IN METRES

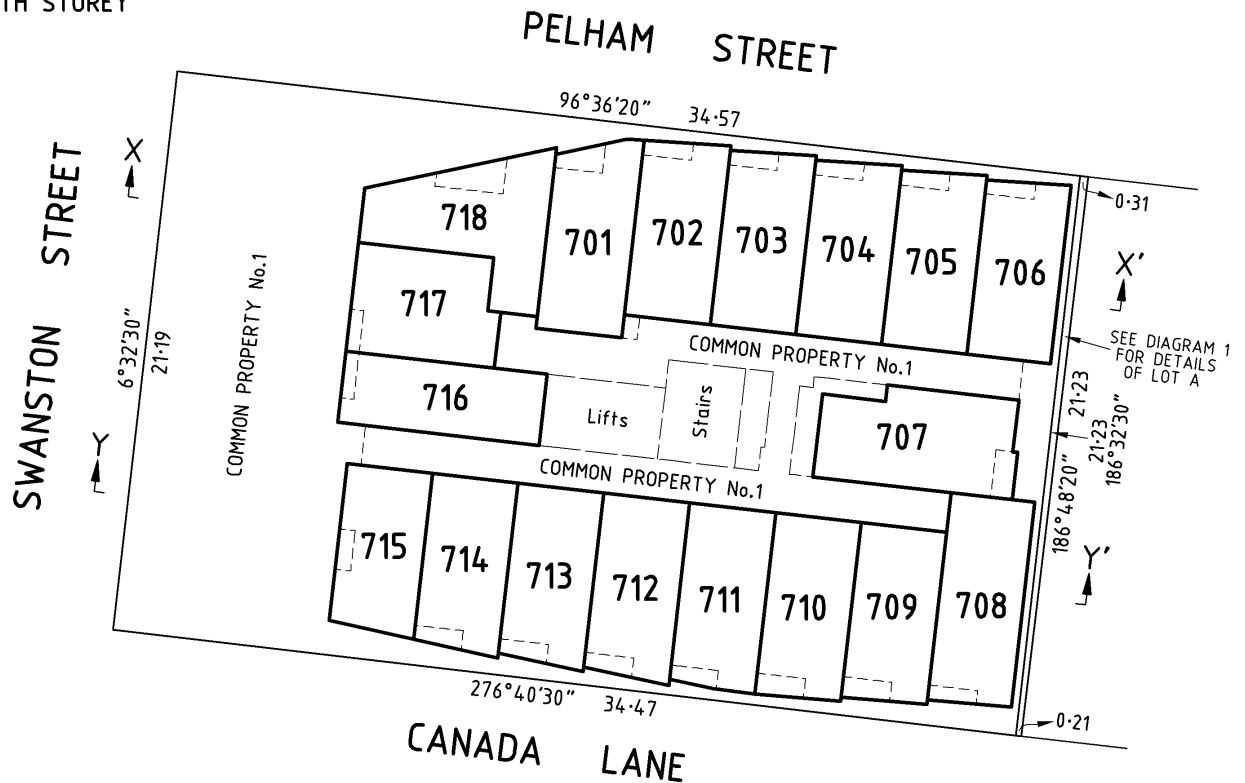
# PLAN OF SUBDIVISION

Stage No.

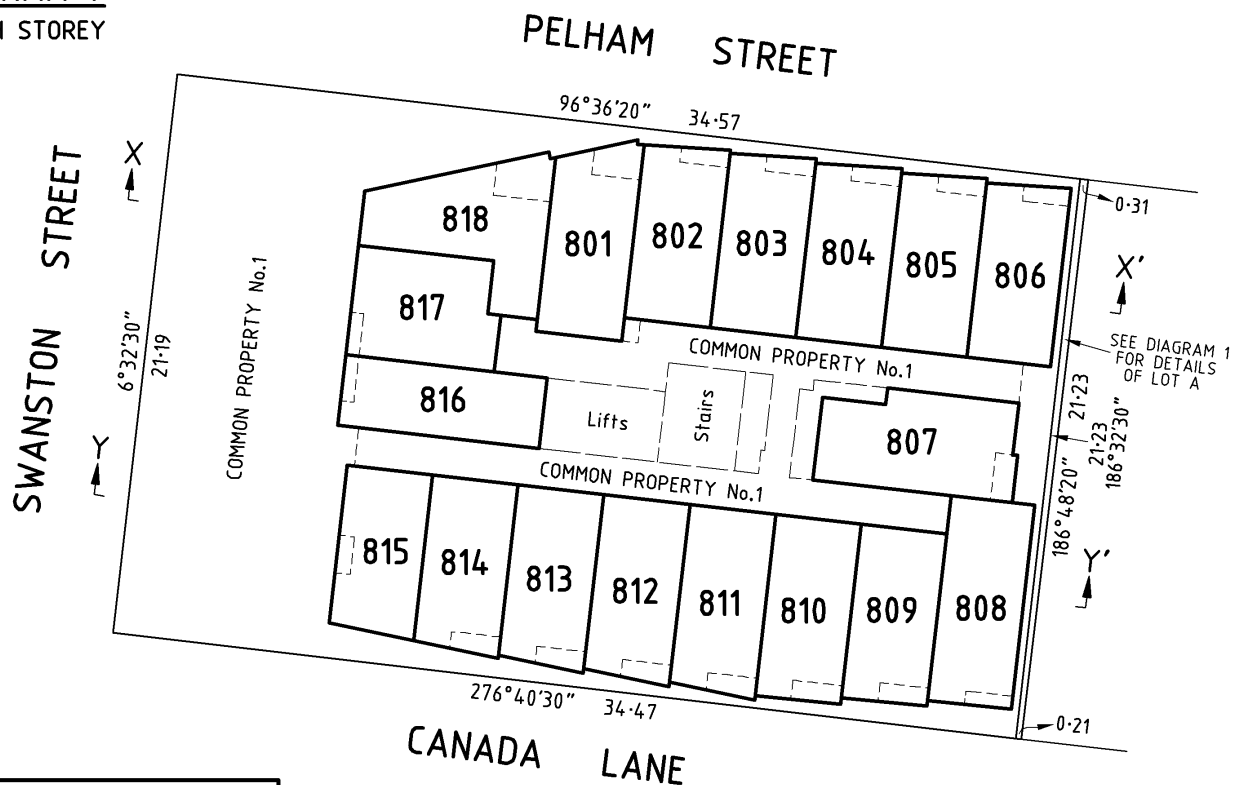
Plan Number

**PS 608032Y**

**DIAGRAM 8**  
SEVENTH STOREY



**DIAGRAM 9**  
EIGHTH STOREY



**GOODISON & ASSOCIATES**  
LICENSED SURVEYORS  
305 BRIDGE ROAD RICHMOND 3121  
TEL: 9428-1818 FAX: 9428-0015  
E-mail: goodison@mira.net

LICENSED SURVEYOR (PRINT)

Bernard GOODISON

Sheet 6

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DATE / /

DATE / /  
COUNCIL DELEGATE SIGNATURE

REF 11456

VERSION 4

ORIGINAL  
SHEET  
SCALE  
SIZE  
A3  
1:200

SCALE  
2 0 2 4 6 8  
LENGTHS ARE IN METRES

# PLAN OF SUBDIVISION

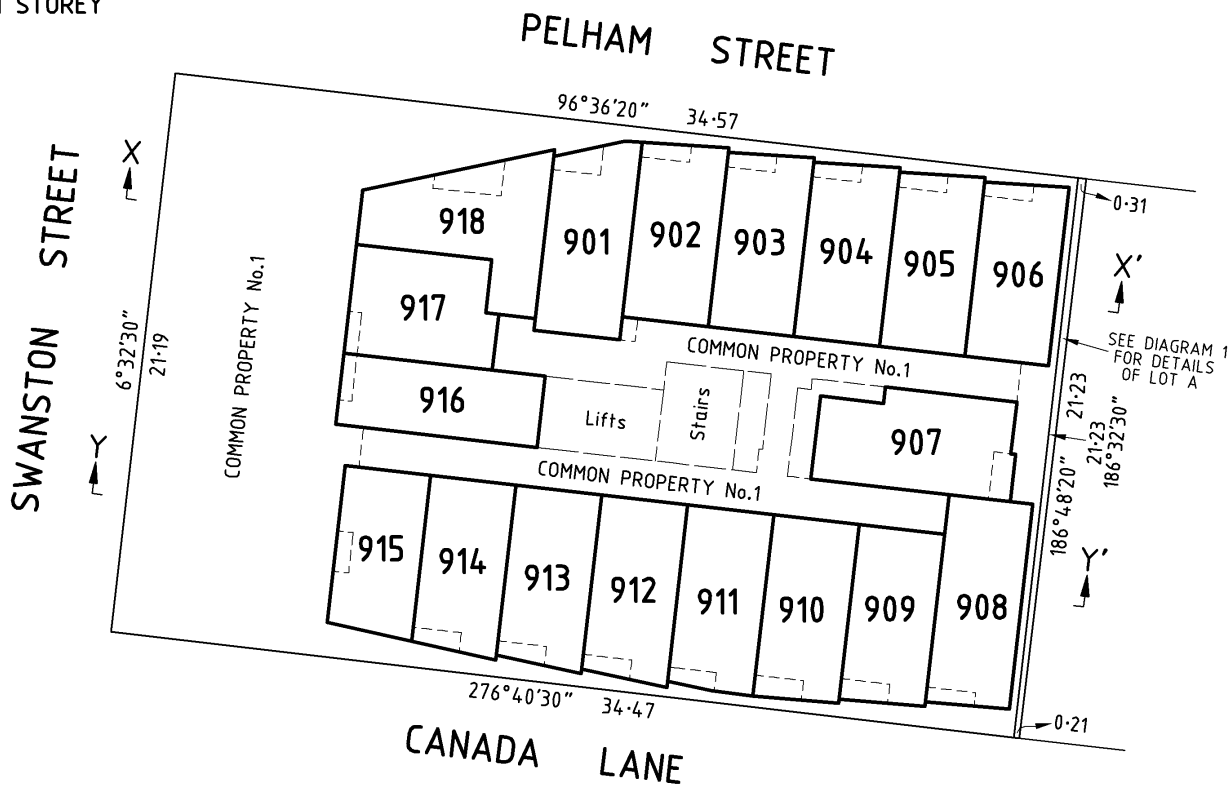
Stage No.

Plan Number

**PS 608032Y**

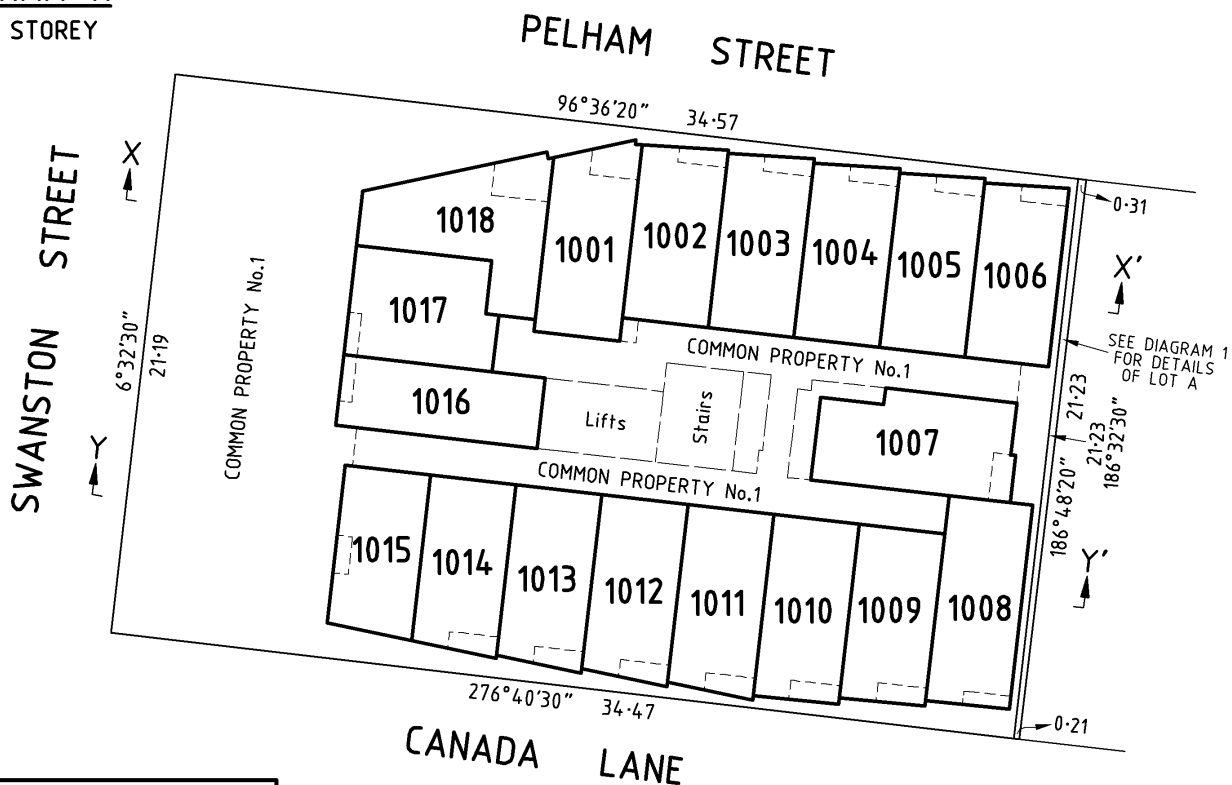
## DIAGRAM 10

NINTH STOREY



## DIAGRAM 11

TENTH STOREY



### GOODISON & ASSOCIATES

LICENSED SURVEYORS

305 BRIDGE ROAD RICHMOND 3121

TEL: 9428-1818 FAX: 9428-0015

E-mail: goodison@mira.net

LICENSED SURVEYOR (PRINT)

Bernard GOODISON

SIGNATURE Digitally Signed

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REF 11456

VERSION 4

Sheet 7

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COUNCIL DELEGATE SIGNATURE

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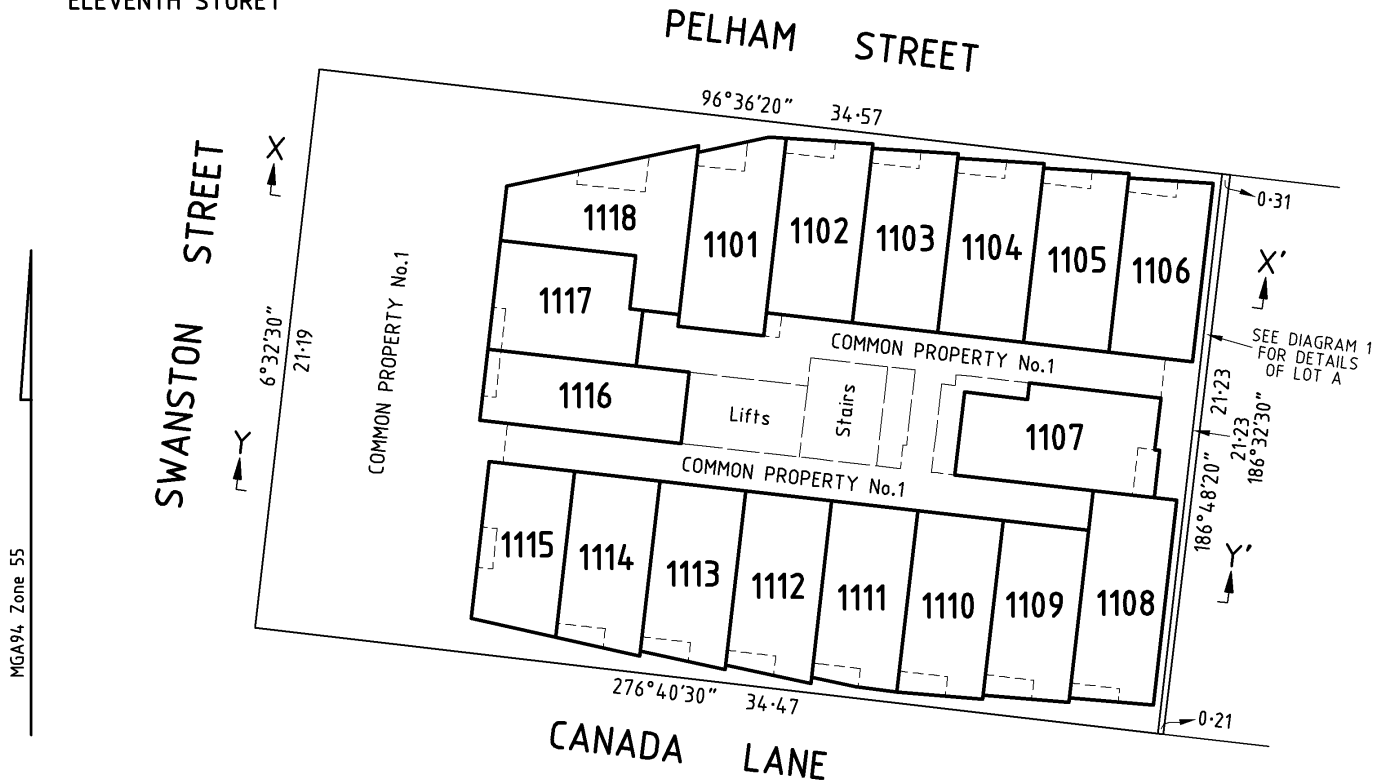
# PLAN OF SUBDIVISION

Stage No.

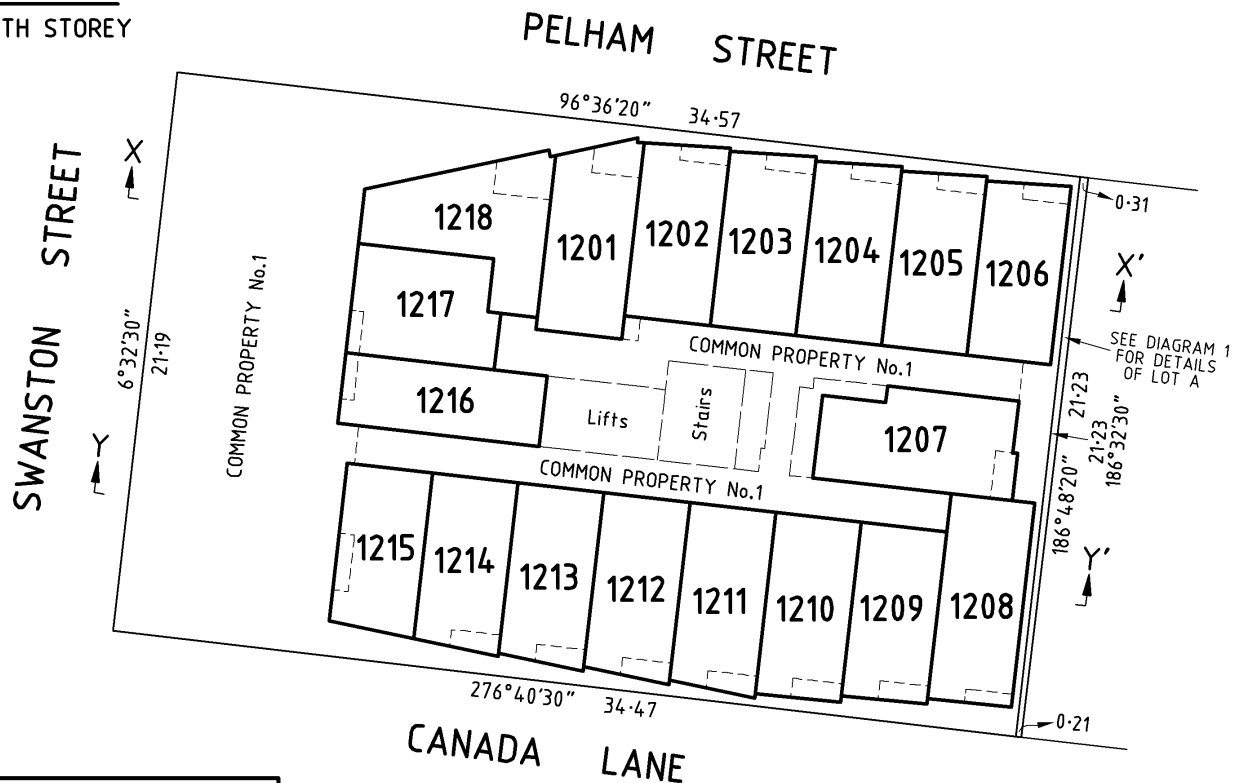
Plan Number

**PS 608032Y**

**DIAGRAM 12**  
ELEVENTH STOREY



**DIAGRAM 13**  
TWELFTH STOREY



**GOODISON & ASSOCIATES**  
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Bernard GOODISON

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VERSION 4

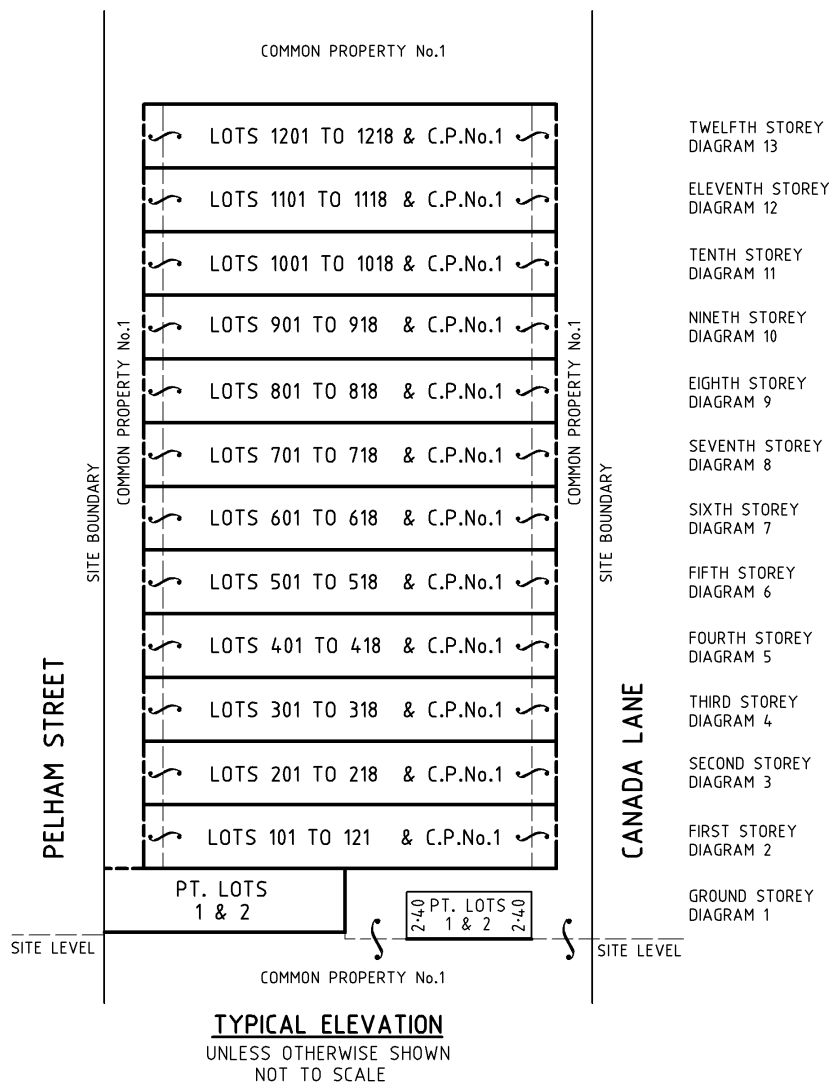
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SCALE  
2 0 2 4 6 8  
LENGTHS ARE IN METRES

# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 608032Y**



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305 BRIDGE ROAD RICHMOND 3121  
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VERSION 4

Sheet 9

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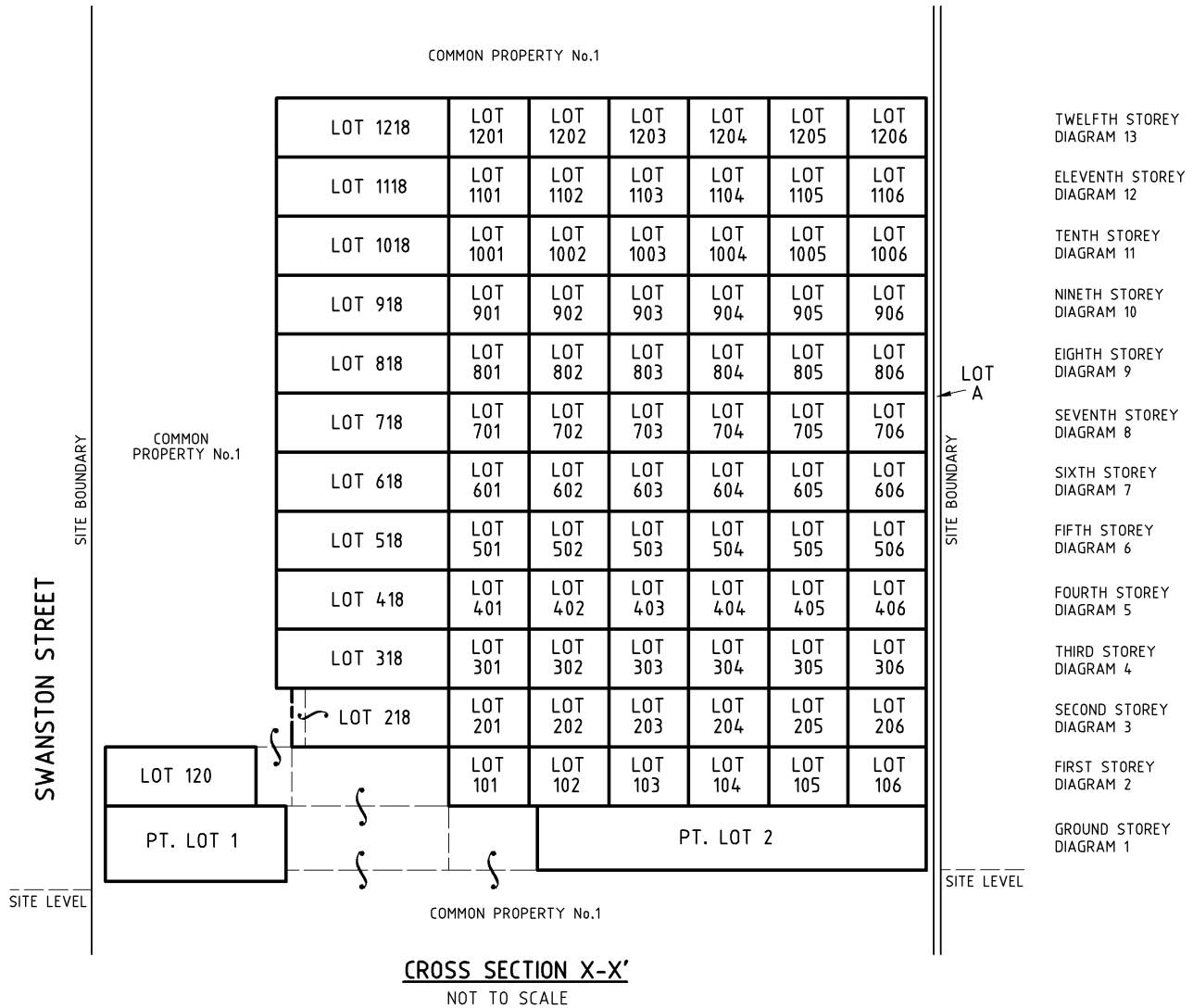
LENGTHS ARE IN METRES

# PLAN OF SUBDIVISION

Stage No.

Plan Number

**PS 608032Y**



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VERSION 4

DATE / /  
COUNCIL DELEGATE SIGNATURE

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SCALE  
A3

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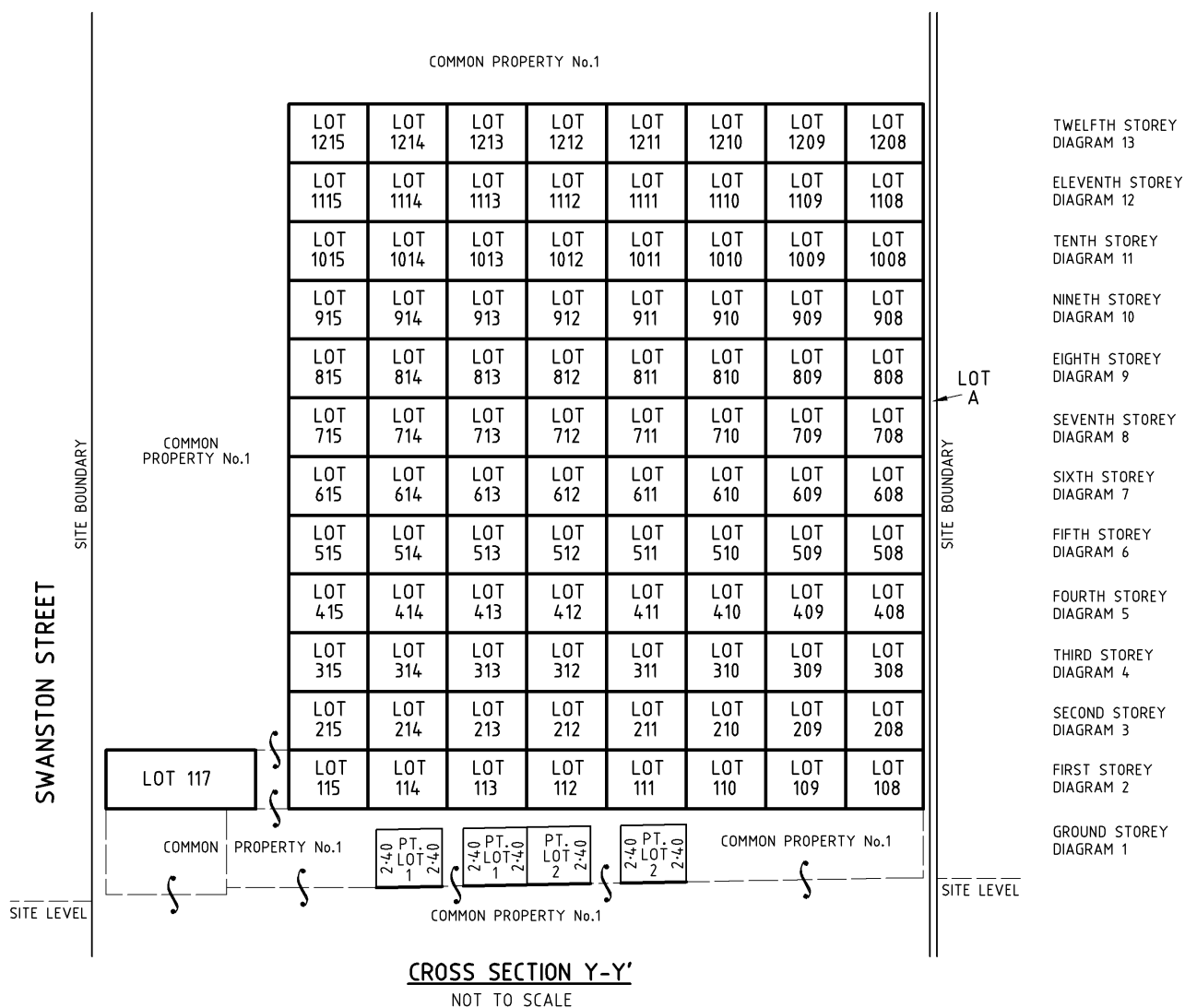
LENGTHS ARE IN METRES

# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 608032Y



CROSS SECTION Y-Y'

NOT TO SCALE

**GOODISON & ASSOCIATES**

LICENSED SURVEYORS  
305 BRIDGE ROAD RICHMOND 3121  
TEL: 9428-1818 FAX: 9428-0015  
E-mail: goodison@mira.net

LICENSED SURVEYOR (PRINT)

Bernard GOODISON

Sheet 11

SIGNATURE      Digitally Signed

DATE      /      /

DATE      /      /       
COUNCIL DELEGATE SIGNATURE \_\_\_\_\_

REF 11456

VERSION 4

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SCALE

LENGTHS ARE IN METRES



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 04/05/2022 04:16:14 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS608032Y**

The land in PS608032Y is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1, 2, 101 - 121, 201 - 218, 301 - 318, 401 - 418, 501 - 518, 601 - 618, 701 - 718, 801 - 818, 901 - 918, 1001 - 1018, 1101 - 1118, 1201 - 1218.

### 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:

OC003052P 12/12/2008

### 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 1	30	30
Lot 2	30	30
Lot 101	100	100
Lot 102	100	100
Lot 103	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/05/2022 04:16:14 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS608032Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 104	100	100
Lot 105	100	100
Lot 106	100	100
Lot 107	100	100
Lot 108	100	100
Lot 109	100	100
Lot 110	100	100
Lot 111	100	100
Lot 112	100	100
Lot 113	100	100
Lot 114	100	100
Lot 115	100	100
Lot 116	100	100
Lot 117	100	100
Lot 118	100	100
Lot 119	100	100
Lot 120	100	100
Lot 121	100	100
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	100	100
Lot 210	100	100
Lot 211	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS608032Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 212	100	100
Lot 213	100	100
Lot 214	100	100
Lot 215	100	100
Lot 216	100	100
Lot 217	100	100
Lot 218	100	100
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	100	100
Lot 309	100	100
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	100	100
Lot 317	100	100
Lot 318	100	100
Lot 401	100	100
Lot 402	100	100
Lot 403	100	100
Lot 404	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS608032Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 405	100	100
Lot 406	100	100
Lot 407	100	100
Lot 408	100	100
Lot 409	100	100
Lot 410	100	100
Lot 411	100	100
Lot 412	100	100
Lot 413	100	100
Lot 414	100	100
Lot 415	100	100
Lot 416	100	100
Lot 417	100	100
Lot 418	100	100
Lot 501	100	100
Lot 502	100	100
Lot 503	100	100
Lot 504	100	100
Lot 505	100	100
Lot 506	100	100
Lot 507	100	100
Lot 508	100	100
Lot 509	100	100
Lot 510	100	100
Lot 511	100	100
Lot 512	100	100
Lot 513	100	100
Lot 514	100	100
Lot 515	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS608032Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 516	100	100
Lot 517	100	100
Lot 518	100	100
Lot 601	100	100
Lot 602	100	100
Lot 603	100	100
Lot 604	100	100
Lot 605	100	100
Lot 606	100	100
Lot 607	100	100
Lot 608	100	100
Lot 609	100	100
Lot 610	100	100
Lot 611	100	100
Lot 612	100	100
Lot 613	100	100
Lot 614	100	100
Lot 615	100	100
Lot 616	100	100
Lot 617	100	100
Lot 618	100	100
Lot 701	100	100
Lot 702	100	100
Lot 703	100	100
Lot 704	100	100
Lot 705	100	100
Lot 706	100	100
Lot 707	100	100
Lot 708	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS608032Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 709	100	100
Lot 710	100	100
Lot 711	100	100
Lot 712	100	100
Lot 713	100	100
Lot 714	100	100
Lot 715	100	100
Lot 716	100	100
Lot 717	100	100
Lot 718	100	100
Lot 801	100	100
Lot 802	100	100
Lot 803	100	100
Lot 804	100	100
Lot 805	100	100
Lot 806	100	100
Lot 807	100	100
Lot 808	100	100
Lot 809	100	100
Lot 810	100	100
Lot 811	100	100
Lot 812	100	100
Lot 813	100	100
Lot 814	100	100
Lot 815	100	100
Lot 816	100	100
Lot 817	100	100
Lot 818	100	100
Lot 901	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/05/2022 04:16:14 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS608032Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 902	100	100
Lot 903	100	100
Lot 904	100	100
Lot 905	100	100
Lot 906	100	100
Lot 907	100	100
Lot 908	100	100
Lot 909	100	100
Lot 910	100	100
Lot 911	100	100
Lot 912	100	100
Lot 913	100	100
Lot 914	100	100
Lot 915	100	100
Lot 916	100	100
Lot 917	100	100
Lot 918	100	100
Lot 1001	100	100
Lot 1002	100	100
Lot 1003	100	100
Lot 1004	100	100
Lot 1005	100	100
Lot 1006	100	100
Lot 1007	100	100
Lot 1008	100	100
Lot 1009	100	100
Lot 1010	100	100
Lot 1011	100	100
Lot 1012	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/05/2022 04:16:14 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS608032Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1013	100	100
Lot 1014	100	100
Lot 1015	100	100
Lot 1016	100	100
Lot 1017	100	100
Lot 1018	100	100
Lot 1101	100	100
Lot 1102	100	100
Lot 1103	100	100
Lot 1104	100	100
Lot 1105	100	100
Lot 1106	100	100
Lot 1107	100	100
Lot 1108	100	100
Lot 1109	100	100
Lot 1110	100	100
Lot 1111	100	100
Lot 1112	100	100
Lot 1113	100	100
Lot 1114	100	100
Lot 1115	100	100
Lot 1116	100	100
Lot 1117	100	100
Lot 1118	100	100
Lot 1201	100	100
Lot 1202	100	100
Lot 1203	100	100
Lot 1204	100	100
Lot 1205	100	100



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 04/05/2022 04:16:14 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS608032Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1206	100	100
Lot 1207	100	100
Lot 1208	100	100
Lot 1209	100	100
Lot 1210	100	100
Lot 1211	100	100
Lot 1212	100	100
Lot 1213	100	100
Lot 1214	100	100
Lot 1215	100	100
Lot 1216	100	100
Lot 1217	100	100
Lot 1218	100	100
<b>Total</b>	<b>21960.00</b>	<b>21960.00</b>

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.

**CITY OF MELBOURNE**  
**LAND INFORMATION CERTIFICATE**  
**(SECTION 121 LOCAL GOVERNMENT ACT 2020)**

**CERTIFICATE NO:** 183320  
**DATE OF ISSUE:** 05-May-2022  
**YEAR ENDING:** 30-Jun-2022

- 1) This certificate provides information regarding Valuations, Rates, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by-law of the council.
- 2) This certificate is not required to include information regarding Planning, Health, Land Fill, Land Slip, flooding information or service easements. Information regarding these matters may be available from the council or relevant authority. A fee may be charged for such information.

**Property situated at:** Unit 1201, Level 12, 131 Pelham Street, CARLTON VIC 3053

**Legal Description:** Lot 1201 PS608032Y CT-11109/224

**Valuation Date:** 01-Jul-2021

**Assessment No:** 91089 3

**Net Annual Value:** 8,500 **Capital Improved Value:** 170,000 **Site Value:** 28,000

**Owner recorded by Council:** Ms Roselle Konndouras and Mr Bradley Allan Konndouras

**RATES AND CHARGES**

	<b>Balance Owing</b>
Town Rate 1/07/2021 to 30/6/2022	\$ 358.59
Fire Services Levy 01/07/2021 to 30/06/2022	\$ 124.03
Total Rebates	\$ -5.38
<b>SUB TOTAL</b>	<b>\$ 477.24</b>
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 0.00
Legal Costs	\$ 0.00
Total Payments	\$ -477.24

**Payment in full due by 15<sup>th</sup> February 2022.**

**TOTAL DUE \$ 0.00**

**The total due as shown on this certificate may change prior to settlement**

**Please note:** After settlement, the responsibility for payment of outstanding rates rests with the purchaser. Please advise your client accordingly.

**How to Pay**

**By Mail**

To GPO Box 2158  
Melbourne Vic 3001

**In person**

Melbourne Town Hall  
Business Hours  
Monday to Friday  
Cash Payments not  
accepted. Card payment  
available.

**Phone and Internet**

**Mastercard or Visa only**

**Tel:** Call 1300 130453

**Internet:** [www.melbourne.vic.gov.au/rates](http://www.melbourne.vic.gov.au/rates)




**Billers code:** 79616  
**Ref:** 10910893

**OTHER INFORMATION**

**Local Government (General) Regulations**

13(1)(d)(v)	Money owed for works under the Local Government Act 1958	Nil
13(1)(d)(vi)	Potential liability for rates under the Cultural and Recreational Lands Act 1963	N/A
13(1)(d)(vii)	Potential liability for land to become rateable under section 173 or 174A of the act	N/A
13(1)(d)(viii)	any money owed in relation to land under section 94(5) of the Electricity Industry act 2000	N/A
13(1)(d)(ix)	Any outstanding amount required to be paid for recreational purposes or any transfer of land to the council for recreational purposes under Section 18 of the Subdivision Act 1988 or LGA 1958.	Nil
13(1)(d)(x)	Money owed under Section 227 of the Local Government Act 1989	Nil
13(1)(d)(xi)	any environmental upgrade charge in relation to the land which is owed under section 27O of the City of Melbourne Act 2001	N/A
13(1)(e)	any notice or order on the land has continuing application under the Act, the Local Government Act 1958 or under a local law of the Council and, if so, the details of the notice or order	N/A



Applicants Reference 64151243-016-1:175187

Authorised Officer \_\_\_\_\_

**Updates on this certificate will only be provided for a period of 90 days**

**For inquiries regarding this certificate:**

Phone: 9658 9759  
Email: [rates@melbourne.vic.gov.au](mailto:rates@melbourne.vic.gov.au)

**To lodge Notice of Acquisition/Disposition**

Mail: GPO Box 2158, Melbourne, VIC 3001  
Email: [propertydata@melbourne.vic.gov.au](mailto:propertydata@melbourne.vic.gov.au)



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1251 8118 6127

DATE OF ISSUE - 5/05/2022

APPLICATION NO.

1038679

LANDATA COUNTER SERVICES

YOUR REF.  
64151243-025-3

SOURCE NO. 99904685210

**PROPERTY:** LEVEL 12 1201/131 PELHAM STREET CARLTON VIC 3053

## Statement & Certificate as to Waterways & Drainage, Parks Service and Greater Western Water Charges

The sum of four hundred and one dollars and seventy six cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2021 - 30/06/2022	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	105.56	Quarterly	31/03/2022	79.17	52.78
PARKS SERVICE CHARGES	80.20	Annually	30/06/2022	80.20	0.00
WATER NETWORK CHARGE RESIDENTIAL	207.56	Quarterly	31/03/2022	155.67	103.78
SEWERAGE NETWORK CHARGE RESIDENTIAL	222.56	Quarterly	31/03/2022	166.92	111.28
<b>TOTAL</b>	615.88			481.96	267.84

Service charges owing to 30/06/2021 0.00

Service charges owing for this financial year 267.84

Adjustments 0.00

**Current amount outstanding** 267.84

Plus remainder service charges to be billed 133.92

**BALANCE including unbilled service charges** 401.76

Greater Western Water property settlement payments can be made via BPAY. Please use the BPAY Biller code and reference below.

Biller Code: 8789  
Reference: 1251 8118 6127



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1251 8118 6127

DATE OF ISSUE - 5/05/2022

APPLICATION NO.

1038679

This statement does not include any volumetric charges from 30/09/2021. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



# Information Statement & Certificate

SECTION 158 WATER ACT 1989

ABN 70 066 902 467

CONTACT  
13 44 99

REFERENCE NO.

1251 8118 6127

DATE OF ISSUE - 5/05/2022

APPLICATION NO.

1038679

## Information given pursuant to section 158 of the Water Act 1989

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.

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact Greater Western Water on 13 44 99.

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "R. Charrett", with a horizontal line extending to the right.

ROHAN CHARRETT  
GENERAL MANAGER  
CUSTOMER EXPERIENCE

GREATER WESTERN WATER CORPORATION

Unless prior consent has been obtained from both GREATER WESTERN WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

Greater Western Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact Greater Western Water prior to settlement for an update on these charges and remit payment to Greater Western Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

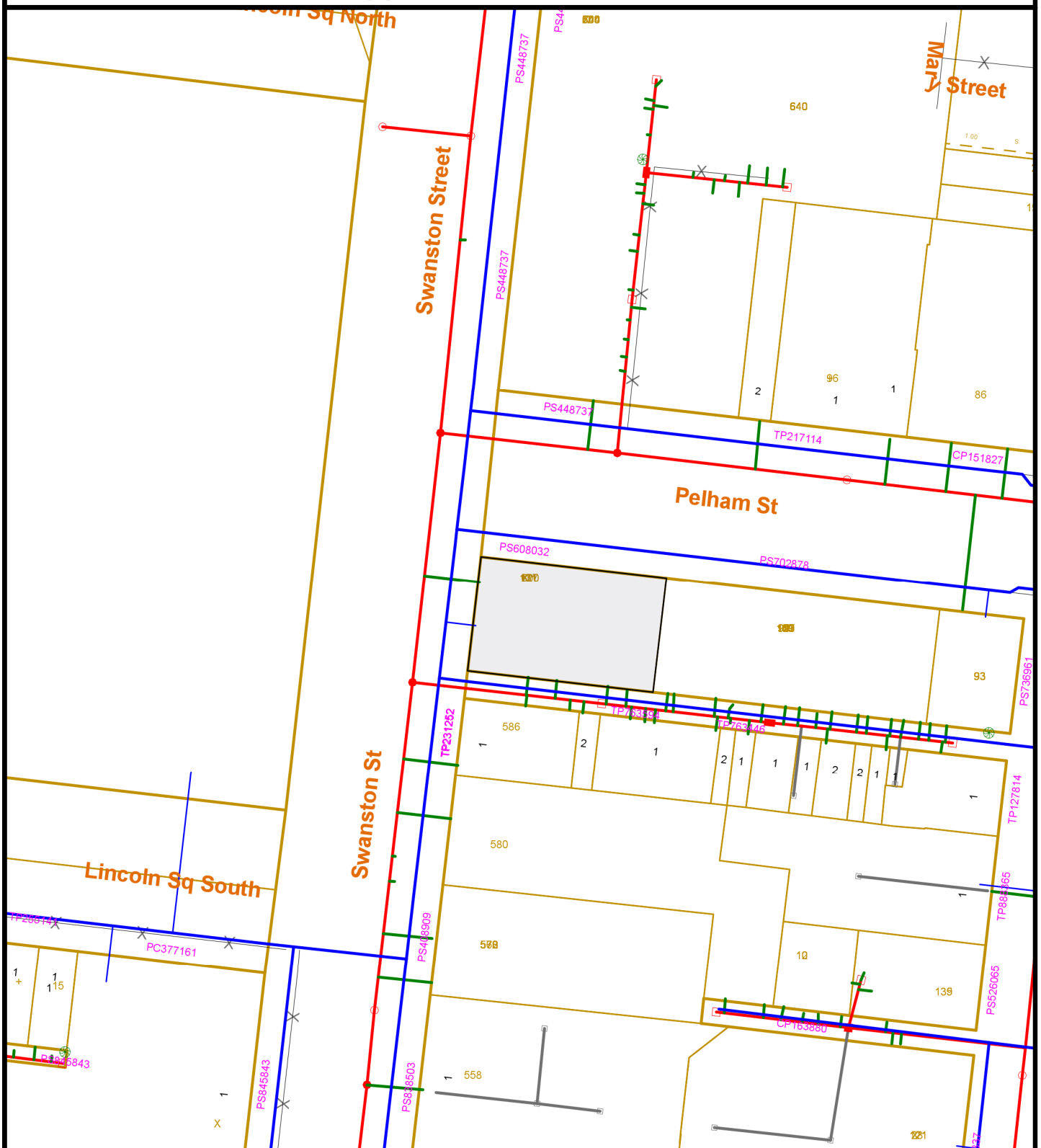


Greater  
Western  
Water

# Encumbrance Plan

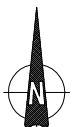
LEVEL 12, 1201/131 PELHAM STREET, CARLTON VIC

Application No. 1038679



## LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main
	Inspection Shaft		MW Channel		MW Abandoned Sewer Main
	Sewer Main		MW Abandoned Channel		MW Water Main
	Abandoned Sewer Main		MW Natural Waterway		MW Abandoned Water Main
	Water Main		MW Underground Drain		MW Manhole
	Abandoned Water Main		MW Abandoned Underground Drain		MW Abandoned Manhole



Date: 24/5/2022

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

# Property Clearance Certificate

## Taxation Administration Act 1997



INFOTRACK / CONVEYANCING.COM.AU

Your Reference:	60025
Certificate No:	55328015
Issue Date:	04 MAY 2022
Enquiries:	ESYSPROD

**Land Address:** UNIT 1201, LEVEL 12, 131 PELHAM STREET CARLTON VIC 3053

Land Id	Lot	Plan	Volume	Folio	Tax Payable
36916841	1201	608032	11109	224	\$46.44

**Vendor:** ROSELLE KONNDOURAS & BRADLEY KONNDOURAS  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR BRADLEY ALLAN KONNDOURAS	2022	\$28,000	\$46.44	\$0.00	\$46.44

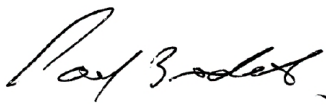
**Comments:** Land Tax will be payable but is not yet due - please see note 6 on reverse.

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:	\$170,000
SITE VALUE:	\$28,000
AMOUNT PAYABLE:	\$46.44



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

**Certificate No:** 55328015

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## 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 = \$28,000

Calculated as \$0 plus ( \$28,000 - \$0) multiplied by 0.000 cents.

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## Property Clearance Certificate - Payment Options

### BPAY



Billers Code: 5249  
Ref: 55328015

### 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](http://www.bpay.com.au)

### CARD



Ref: 55328015

### Visa or Mastercard

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

17/05/2022

InfoTrack on behalf of Connveyancing.com.au  
459 Collins Street  
Melbourne, VIC 3000

**Re: MiCasa8 Lot 1201, Unit 1201 / 131 Pelham Street, CARLTON**  
**Reference: 60025**

In response to your application, we now attach an Owners Corporation Certificate for Lot 1201 on Plan No. 608032Y dated 17/05/2022. This certificate is intended for use for the purpose of S. 151 of the *Owners Corporations Act 2006* ("Act").

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

- (a) A copy of the Owners Corporation Rules;
- (b) A statement of advice, which provides advice and information to prospective purchases and lot owners;
- (c) A copy of all resolutions made at the last Annual General Meeting - (01/06/2021 - AGM Minutes).

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

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

Thank you for your compliance.

Kind regards,



**Elena Adriani**  
**Owners Corporation Manager**  
**Bluestone OCM Pty Ltd**

# Owners Corporation Certificate

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

Plan of Subdivision	608032Y
Address of Property	MiCasa8, 131 Pelham Street CARLTON
This certificate is issued for Lot	1201
Postal address	Unit 1201 / 131 Pelham Street, CARLTON
Vendor	Bradley Allan Konndouras, Roselle Konndouras
Applicant for the certificate	InfoTrack on behalf of Conveyancing.com.au
Address for delivery of certificate	ownerscorp@infotrack.com.au
Date application was received	6/05/2022
Reference	60025

**This certificate is issued for Lot 1201 on Plan No. 608032Y**

**IMPORTANT:** The information in this certificate is issued on **17/05/2022**. You can inspect the Owners Corporation Register for additional information and you should obtain a new certificate for current information prior to settlement.

- 1) The current fees for the above lot are **\$1,928.55** per annum, which includes a maintenance fund fee of **\$175.35** per annum, for the year commencing **01/02/2022** paid Quarterly.

Due Date	01/02/2022	01/05/2022	01/08/2022	01/11/2022
Amount	\$482.14	\$482.13	\$482.14	\$482.14

- 2) The fees are paid up to **31/10/2021**.

- 3) The total of any unpaid fees or charges for the lot are: **\$1,690.76** PLUS penalty interest of \$0.00.

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

**Nil**

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

**The Property is having major issues with hot water pipes bursting as well as hot water units both needing replacement which as per previous Manager's obtained quotes, will cost the Owners Corporation around \$350,000 - \$400,000. There is a Project Manager, Gallagher Jeffs who have been appointed for the cladding removal and we are currently at builder tender stage with proposed pricing of around \$300,000 and appointment of a Building Surveyor.'**

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

<b>Insurance Company:</b>	Strata Community
<b>Insurance Policy Number:</b>	VRSC14001242
<b>Kind of Policy:</b>	Residential Strata
<b>Building Sum:</b>	\$40,529,265
<b>Public Liability:</b>	\$20,000,000
<b>Expiry date of policy:</b>	18/06/2022

- 7) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? (If so then provide the date of that resolution):

**No**

- 8) The total funds held by the Owners Corporation as at 18/05/2022:

Administrative Fund	Maintenance Fund	Total
\$177,529.28	\$90,297.77	\$267,827.05

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

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

**Licence:**

Licensee for Rooftop and Garage - Big Air Group Pty Limited

**Agreements and Contracts:**

Pest Control - Adams Pest Control Pty Ltd

Management Agreement - Student Housing Australia

Automatic Doors - Auto Ingress Pty Ltd

Caretaker - Caretaker Italo

Fire Services - Fire & Wire

Utilities - Plumbing Hot Water Maintenance - Yo and Co Plumbing

Utilities - Gas - Energy Australia - Biller: 97410

Utilities - Telephone - Telstra Corporation Limited - Biller: 7773

Utilities Contract - Electricity - Sha Services Pty Ltd

Utilities Contract - Water - City West Water - Biller: 8789

Gutter and roof cleaning - Bolt Plumbing Pty Ltd

Chute - Chute Service Australia

Fire Services Monitoring - ADT / Tyco Australia Group Pty Ltd

Lift Maintenance - Kone Elevators Pty Ltd

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

**Private essential safety measures - the Owners Corporation maintains each lot's unit entry door (fire-door), fire (smoke) detector and internal sprinkler at a fee to each member, that fee being the cost to maintain these items.**

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

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

**To recover the debts of members should significant arrears arise.**

14) The Owners Corporation has appointed a Manager. Details as follows:

**Bluestone OCM Pty Ltd**

**Registration No: 000776**

**ABN 56 165 080 820**

**Level 3, 312 St Kilda Road**

**MELBOURNE VIC 3004**

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

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

16) The following documents which are required to be included with the Owners Corporation certificate are attached:

**The minutes of the most recent annual general meeting of the Owners Corporation.**

**A copy of the consolidated rules registered at Land Victoria.**

**A copy of the "Statement of Advice and Information for Prospective Purchasers and Lot Owners".**

17) Additional Information

**Nil**

This Owners Corporation Certificate was prepared by:

**Elena Adriani,  
Owners Corporation Manager  
Bluestone OCM Pty Ltd, as a delegate of the Owners Corporation**

**Signature:**



**Date: 17/05/2022**

The common seal of Owners Corporation Plan No.608032Y, was affixed in accordance with Section 21 (2A) (a) of the Owners Corporations Act 2006, and is witnessed by and in the presence of the registered manager, Bluestone OCM Pty Ltd.

**MINUTES OF ANNUAL GENERAL MEETING**  
**OWNERS CORPORATION PLAN OF SUBDIVISION No. 608032Y**  
131 Pelham Street CARLTON VIC 3053  
Minutes of the Annual General Meeting held via Teleconference  
Phone: +61 2 7208 4926  
Phone Conference ID: 619 059 265#  
**on Thursday, 3 June 2021**

**1. Commencement of Meeting**

The meeting commenced at 5:08 PM. welcomed everyone in attendance to the meeting.

**2. Registration**

**2.1 Lot Owners Present**

Lot	Name	Lot	Name
214	Mr & Mrs Maltezos	215	Mr & Mrs Maltezos
218	Kerry Williams & Susan Craven	310	Mr Dharmakeerthi
311	Mr & Mrs Herath	415	Mr & Mrs Valkanidis
712	Ms Acuna	803	Mr Bow
807	Mr Johnston	810	Mrs Johns
811	Ms Kleinert	1008	Ryan Burt & Eliana Chegure
1110	Mr Blanch	1207	Mr Bow
1217	Mr Johnson		

**2.2 Proxy Holders Present\***

Lot	Name	In Favour of
114	Ms Perfomo	Jarryd Bow
602	B & S Fenton Pty Ltd	Brendan Fenton
606	J B BOW PTY LTD Adrian Bow & Melissah Langdon	Jarryd Bow
710	Ms Tay	Shawn Lu
1016	Gnik Pty Ltd	Ken Palmer
1210	J B BOW PTY LTD Adrian Bow & Melissah Langdon	Jarryd Bow

**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
913	Mr Skender

## 2.5 In Attendance

Tony Overell, General Manager, representing StrataCo Pty Ltd  
Denise Ip, Manager, representing StrataCo Pty Ltd  
Mark McDonald, CEO, representing Student Housing Australia

### 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 Tony Overell 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 10 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)

Brendan Fenton on behalf of the Committee prepared the Committee of Management report as attached to these minutes.

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

Denise Ip on behalf of StrataCo presented the Owners Corporation Manager's report to the meeting, a copy of which was circulated with the Agenda.

*Lot 218 joined the meeting at 5:19PM.*

### 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)

**Resolution:** 'It was resolved that the Owners Corporation does not obtain a valuation of the reinstatement and replacement cost of the building(s) at this time.'

#### 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.'

It was noted that only three underwriters will offer insurance cover for student accommodation and they take into account a 3-5 year claims history at renewal. In December this year, when there will be a 3 year claim free period for the Owners Corporation, the insurance broker will hopefully be more successful in obtaining an alternative quote/s for this property.

It was noted that StrataCo will seek advice from the insurance broker for the following and will report back to the Committee:

- If they can obtain an indicative price from the underwriters, providing them the assumption that there will be no claims in that 3-year period up until December this year;
- If they could provide an indicative price if the building had the cladding removed or if the cladding is still present; and
- How much does the Catastrophe insurance add to the insurance premium.

It was further noted that upon renewal of the insurance policy the Owners Corporation will assess the options of a shorter (e.g. 9 months), or longer (e.g. 18months) insurance period, to attempt to attract a more favourable premium and move the existing renewal date away from the Christmas period to allow the Committee more time to assess options.

It was further discussed that StrataCo will review the OC records and advise of the outcome of any investigations into approaching the plumber for the original construction for any warranty claims relating to the sewer stack defects.

## 9. Financial Statements for the Period\* 1 February 2020 to 31 January 2021 (s34 of the Act)

**Resolution:** 'It was resolved that the financial statements for the period 1 February 2020 to 31 January 2021 be approved.'

It was noted that should any owner request a copy of Owners Corporation records and refuses to pay for the relevant search and copy costs that the request may be presented to the Committee for review and make the determination if the Owners Corporation will fund the request.

It was also noted that the Owners Corporation spent \$156,439.69 + GST on sewer stack works and \$23,578.08 + GST on foyer glass door works. Please see the breakdown below.

### Sewer stack works

Contractor	Amount (Excluding GST)
Wrap Consulting Engineering	\$2,080.00
Smart Hire Bifalco Pty Ltd	\$398.18
Linkfire	\$2,390.00
Chadoak	\$151,571.51
<b>Total:</b>	<b>\$156,439.69</b>

### Foyer glass door works

Contractor	Amount (Excluding GST)
Niche Build	\$19,090.91
RBS Building Surveyor	\$2,140.00
The Ellis Group Architects Pty Ltd	\$1,800.00
StrataCo	\$272.73
Linkfire	\$250.00
Building Permit	\$24.44
<b>Total:</b>	<b>\$23,578.08</b>

### **9.1 Independent Auditor Report 01/02/2020 - 31/01/2021**

It is noted that the financial statements have been audited by an independent auditor. The auditor's report was attached to the meeting notice and can be viewed on the 'Member's Portal' on the StrataCo website ([www.strataco.com.au](http://www.strataco.com.au)).

**Resolution:** 'It was resolved that the Owners Corporation will undertake an audit of accounts for the financial year 01/02/2021 – 31/01/2022 by an independent auditor.'

## **10. Annual Budget and Levies for the Period\* 1 February 2021 to 31 January 2022 (s23 of the Act)**

**Resolution:** 'It was resolved that the annual budget and levies for the period 1 February 2021 to 31 January 2022, be approved with the following amendment.'

- Item 450.12 – Allowance of \$45,045 for the repair works (spalls and concrete) on North and East Elevation to be included

### **10.1 Annual Administration Levy**

For the period 01/02/2021 31/01/2022 the approved levy is \$350,000 (ex. GST).

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

### **10.2 Long Term Maintenance Levy**

For the period 01/02/2021 31/01/2022 the approved levy is \$35,000 (ex. GST).

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

It was noted that the caretaker will freeze their maintenance costs for 12 months in an Act of goodwill towards the Owners and that Denise from StrataCo is in further discussions with the caretaker if they can reduce the cleaning frequency due to the current lower occupancy in the building.

It was noted that StrataCo will provide a breakdown of the ATO Payments that were paid from the Maintenance Fund in the last financial year and report back to the Committee at the next Committee Meeting.

## **11. Maintenance Plan\* (s36 of the Act)**

**Resolution:** 'It was resolved not to obtain a Maintenance Plan (or update thereof) at this time.'

## **12. Lot Owners in Arrears**

**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**

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 214 Steven Maltezos

Lot 215 Anna Maltezos

Lot 602 Brendan Fenton

Lot 710 Shawn Lu

Lot 807 Michael Johnston

Lot 811 Michelle Kleinert

Lot 1008 Ryan Burt

Lot 1207 Jarryd Bow

### 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 Ryan Burt be elected as the Chairperson of the Owners Corporation.'

The Committee expressed a vote of thanks to Brendan Fenton for his hard work and contribution to the building during his many years as Chairperson .

### 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.).

### 16.1 Occupational Health & Safety Audit

**Resolution:** It is to be noted that the most recent Occupational Health & Safety audit was undertaken on 12/06/2019 and it was resolved that the Owners Corporation defer undertaking another report this year.

Vote: Yes 4 No 17 Abstain 0

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

In accordance with s20(2) of the Owners Corporations Act 2006 any resolution to authorise the use of the common seal must be recorded in the minutes of the General Meeting.

Besides Owners Corporation Certificates, the OC Seal has been used on the following document:  
Instrument of Delegation

## **18. General Business**

### **18.1 Cladding**

It was noted that combustible cladding was identified on the building, however the building has not been audited by the Council nor the VBA, hence a Building Notice/Order has not been issued to the Owners Corporation at this time. It was further noted that this building is classified as Class 3 – Student Accommodation, which means the Owners Corporation is not eligible for Cladding Safety Victoria funding at this time as they are currently only funding Class 2 buildings.

Two quotations for appointment of project manager and three quotations for replacement of combustible cladding were presented to the Committee last year.

It was resolved that StrataCo source two additional quotations for appointment of Project Manager for the Committee's consideration.

### **18.2 Hot water systems**

The Owners Corporation engaged Chadoak to investigate the cause and solutions for the reoccurring hot water pipe failures. The investigation report and a rectification quote were provided to the Committee.

It was discussed that the quotation provided contains the following works: (1) bulk hot water system upgrade; (2) Installation of isolation valves; and (3) Installation of additional clips and supports for the Hot Water pipes on each level. StrataCo recommended the Owners Corporation proceed with the installation of isolation valves first, as it's the most affordable part of the quotation provided and will have the added benefit of being able to isolate the hot water for each floor in case of future leaks and not require the whole building to be cut off. This item will be discussed at the next Committee Meeting.

### **18.3 Removal of Section 173 Agreement**

It was discussed that it could be a lengthy and costly process to have Section 173 Agreement removed (with no guarantees of a successful outcome).

Michelle Kleinert addressed the meeting on an option to temporarily or even permanently amend the Section 173 agreement to also permit people experiencing Domestic Violence (DV) to occupy apartments in the building. It was noted that such an application may be able to be fast tracked due to the beneficial nature of the request.

It was resolved that Michelle Kleinert from the Committee and Mark McDonald from Student Housing Australia work together and investigate this option further and report back to the Committee with their findings as soon as possible.

An owner request Mark McDonald to disclose the relationship between Student Housing Australia, StrataCo and SHA Services. Mark McDonald declared that all companies are owned by the MPlus Group which is wholly owned by himself, which was widely known. Mark also disclosed that SHA Services, who provides the Embedded Electricity Network to the building, is still honouring its agreement to share part of its income, \$20,000 p.a. with the Owners Corporation, despite the low occupancy in the building and that this account is operating at a loss to SHA Services.

### **18.4 Car spaces in the building**

It was noted that StrataCo will advise the Committee of the number of Common Property car spaces that are currently available/rented at the building.

**19. 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](http://www.strataco.com.au)) or email [info@strataco.com.au](mailto:info@strataco.com.au).

**20. Next Annual General Meeting**

**Resolution:** 'It was resolved that the next Annual General Meeting will be held in March 2022.'

**21. Close of Meeting**

The meeting closed at 7:21 PM

Denise Ip  
**Owners Corporation Manager**  
**StrataCo**  
**For and on behalf of Plan 608032Y**  
T: 03 9373 6888  
E: [ocm2@strataco.com.au](mailto:ocm2@strataco.com.au)

## **131 PELHAM ST – OC COMMITTEE REPORT, MAY 2021**

The OC Committee has held a number of meetings over the course of the past 12 months, both on site at Pelham St. and via conference call.

Following is a brief overview of the various activities and actions undertaken by the OC Committee In conjunction with the OC Managers' assistance over this time:

1. Glazed door and screen:  
The installation of a glazed door and screen to increase security at ground floor level to prevent unauthorised access, involved a detailed design process, a building permit, tenders and contractor engagement. Installation works have now been completed and by all reports the installation has been a success and fully addressed the security issue.
2. Roof leaks:  
Works were completed in the previous calendar year to the roof to address various locations where water ingress was occurring. As a result, no further leaks have been reported in the current year.
3. Façade maintenance:  
Further essential repairs and maintenance to the building facades have occurred. These activities include caulking replacement, concrete spalling repairs, cladding repairs etc. The work was prioritised to include the north and west facades, further work to the remaining facades has been priced, and will be considered for inclusion in a future budget.
4. Auto entry door:  
Previous unreliability issues were addressed in the previous calendar year via a combined services contract arranged with the supplier of the new glazed door system (refer item 1.). As a result, no further issues have been reported in the current year.
5. Sewerage leaks and blockages:  
Given the high volume of issues previously, an engineers' report was arranged, sewerage rectification works priced, and instructions to proceed were issued. These essential works have now been completed, which should now minimise future problems associated with the sewerage system of the building, noting the work is also covered by warranty.
6. Hot water issues:  
A hot water pipework failure has been rectified, however further faults in the system have been identified via a specialist report, and remedial works will be required as part of a future budget.
7. Composite Cladding:  
A small proportion of cladding exists on the building, noting that no Building Notice /Building Order has been issued by the VBA for the building. Retention or replacement is subject to further OC Committee assessment and approval.

8. Fire systems maintenance:

Various essential fire systems component replacements have occurred, including sections of fire supply lines in the fire pump room, with the OC Committee's approval, on an as-required basis.

9. Building Insurance:

The OC Committee continues to express its concerns with the high costs of building insurance, which has escalated over recent years, and subsequently increased pressures on the operating budgets. Further OC Manager and OC Committee research and assessment is required to address this matter as a priority.

*Prepared by OC Committee 16/5/2021*



**Plan Ref. 608032Y**

ABN 87 350 010 563

Mi Casa 8 (P131)

131 Pelham Street CARLTON VIC 3053

## Revenue & Expense (Actual / Budget)

for the year 01/02/2020 to 31/01/2021

as at 31/01/2021 100% year completed

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>	<u>Next Years Budget (\$)</u> 2021-2022	<u>Comment</u>
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## Administration Fund

### Revenue

110	Administrative Fund Levy	349,998.52	350,000.00	100.0	350,000.00	
120	Administrative Fund - Special Levy				100,000.00	FY21: Recovery of deficit from last financial year
130	Interest Received					
130 20	Interest on Arrears (from Levies)	730.57				
<b>Total 130</b>		<b>730.57</b>				
140	Reimbursements					
140 10	Electricity	18,181.80	16,365.00	111.1	15,000.00	Embeddded Network
140 30	False Fire Alarms	2,890.00				
<b>Total 140</b>		<b>21,071.80</b>	<b>16,365.00</b>	<b>128.8</b>	<b>15,000.00</b>	
195	Other					
195 15	Debt Collection Recovery	720.63				
195 20	Laundry	7,771.37	14,000.00	55.5	4,000.00	
195 30	Lease/Letting/Licence Fees	999.99	4,000.00	25.0	4,000.00	Superloop license fee for the period from 01/09/2021 to 31/08/2022
195 35	Power Compensation	365.00			365.00	Superloop
195 40	Rental Income Car Space	2,906.52	2,000.00	145.3	2,000.00	
195 90	Other	795.00				
<b>Total 195</b>		<b>13,558.51</b>	<b>20,000.00</b>	<b>67.8</b>	<b>10,365.00</b>	
<b>Total Administration Fund Revenue</b>		<b>385,359.40</b>	<b>386,365.00</b>	<b>99.7</b>	<b>475,365.00</b>	

# Revenue & Expense (Actual / Budget)

for the year 01/02/2020 to 31/01/2021

as at 31/01/2021 100% year completed

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>	<u>Next Years Budget (\$)</u> 2021-2022	<u>Comment</u>
<b>Expense</b>						
301	Accounting					
301 10	Audit Fees	986.36	900.00	109.6	1,000.00	
301 20	Tax Preparation	221.36	1,408.00	15.7	500.00	
301 30	BAS Preparation	1,050.00			1,100.00	
301 40	Tax Payment to ATO	1,680.83	5,000.00	33.6	2,000.00	
<b>Total 301</b>		<b>3,938.55</b>	<b>7,308.00</b>	<b>53.9</b>	<b>4,600.00</b>	
320	Consultancy/Inspections					
320 25	Building/Defects	8,180.00	8,820.00	92.7		FY20: Absafe facade works
320 30	Engineering	2,080.00				FY20: Reports were reviewed by Wrap Engineering
320 50	Legal Fees/Debt Collection	1,727.11				FY20: Contractual dispute with Superloop
320 80	Surveyor	2,140.00	3,000.00	71.3		FY20: RBS - glass door works
320 95	Other	1,800.00	1,800.00	100.0		FY20: Ellis Group - Architectural documentation for glass door works
<b>Total 320</b>		<b>15,927.11</b>	<b>13,620.00</b>	<b>116.9</b>		
321	Compliance					
321 10	Compliance Section 173	5,181.81	5,181.80	100.0	5,181.80	SHA
<b>Total 321</b>		<b>5,181.81</b>	<b>5,181.80</b>	<b>100.0</b>	<b>5,181.80</b>	
335	Insurance					
335 10	Insurance Premium	63,418.46	100,000.00	63.4	175,200.00	Strata Community Insurance: Allowance for 15% increase
<b>Total 335</b>		<b>63,418.46</b>	<b>100,000.00</b>	<b>63.4</b>	<b>175,200.00</b>	
340	Leases/Rentals					
340 90	Other	398.18			398.18	FY20: Port-a-loo hire for sewer stack works; FY21: Port-a-loo hire for facade works
<b>Total 340</b>		<b>398.18</b>			<b>398.18</b>	
345	Management Costs					
345 10	Management Fee (2.1)	52,738.64	58,013.00	90.9	52,739.00	Management fee will remain the same as last financial year
345 20	Additional Services Fees (2.2)	2,229.63			1,500.00	FY21: CCTV Team Viewer License and allowance for additional services

# Revenue & Expense (Actual / Budget)

for the year 01/02/2020 to 31/01/2021

as at 31/01/2021 100% year completed

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>	<u>Next Years Budget (\$)</u> 2021-2022	<u>Comment</u>
345 34	Fixed Disbursements (2.3)	9,945.00	9,945.00	100.0	9,945.00	
345 35	Admin Charges	437.27	450.00	97.2	440.00	Public officer fee and achive fee
345 80	Charges for Debt Collection	(595.04)				
345 90	Other	396.81				FY20: Covid decals, hand sanitiser dispenser
<b>Total 345</b>		<b>65,152.31</b>	<b>68,408.00</b>	<b>95.2</b>	<b>64,624.00</b>	
350	Maintenance, Service & Repairs					
350 17	Cleaning					
350 17 3	Materials/Consumables				150.00	Allowance for refill of hand sanitizer
350 17 5	Gutter/Roof Cleaning	1,150.00	1,500.00	76.7	1,200.00	Bolt Plumbing Pty Ltd: Quarterly clean
350 17 6	Cleaning Carpets	1,065.45	2,000.00	53.3		
350 20	Communications					
350 20 5	Security System	100.00				
350 22	Doors & Windows	1,445.25	1,200.00	120.4	1,200.00	Autoingress: Quarterly automatic door maintenance
350 25	Electrical/Lighting					
350 25 1	Repairs	350.00	600.00	58.3	400.00	
350 25 3	Consumables	934.98			1,000.00	
350 27	Fire Services					
350 27 1	Contract	14,930.00	16,700.00	89.4	15,000.00	Linkfire
350 27 2	Non-Routine	29,310.99	16,000.00	183.2	16,000.00	
350 27 5	Extinguishers	697.50			700.00	
350 27 6	Monitoring	2,007.00	2,000.00	100.4	2,007.00	Tyco Australia
350 27 7	False Fire Alarms	5,202.00	5,500.00	94.6	5,500.00	FY20: MFB attended on on 29/10/2019 and 27/01/2020
350 35	Lifts					
350 35 1	Maintenance Contract	14,104.62	14,670.00	96.1	14,500.00	Kone Elevators
350 35 2	Non-Routine	535.00	1,000.00	53.5	600.00	
350 35 7	Telephone	1,371.43	1,712.00	80.1	1,200.00	Telstra - lift phone
350 38	Painting / Plastering / Surface Finishes	135.45			3,000.00	FY21: Allowance to re-plaster the ceiling holes in hallways
350 40	Pest Control	2,077.96	2,080.00	99.9	2,120.00	Adams Pest Control
350 50	Plumbing					
350 50 2	Non-Routine	8,730.75	5,000.00	174.6	5,000.00	FY20: Sewer pipe and leak investigation
350 50 4	Hot Water Service Contract	2,825.18	2,800.00	100.9	3,000.00	Yo & Co Plumbing: monthly microbial testing & 2x half yearly service
350 50 5	Hot Water Service Non-Routine	24,129.25	1,500.00	1,608.6	5,000.00	FY20: Hot water issues/ burst hot water pipes

# Revenue & Expense (Actual / Budget)

for the year 01/02/2020 to 31/01/2021

as at 31/01/2021 100% year completed

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>	<u>Next Years Budget (\$)</u> 2021-2022	<u>Comment</u>
350 50 7	Back Flow Testing		300.00		2,000.00	
350 55	Pumps & Related		500.00		500.00	
350 60	Security & Monitoring					
350 60 2	Non-Routine	1,064.00			500.00	
350 60 3	CCTV & Alarm	254.55	195.95	129.9	250.00	CCTV Team View license fee
350 65	Waste Services					
350 65 6	Garbage Compactor/Chute	1,447.32	1,700.00	85.1	1,500.00	Chute Service Australia
350 65 7	Bin Cleaning	712.00	800.00	89.0	744.00	Caretaker: Italo
350 80	Anchor Points	490.00	500.00	98.0	500.00	Annual inspection
350 90	Other	665.00	5,000.00	13.3		
<b>Total 350</b>		<b>115,735.68</b>	<b>83,257.95</b>	<b>139.0</b>	<b>83,571.00</b>	
360	Meeting/Functions					
360 70	Meeting Room Expenses		200.00		200.00	
<b>Total 360</b>			<b>200.00</b>		<b>200.00</b>	
370	Security					
370 10	Keys, Remotes, Swipes & Fobs	22.27				
370 80	Window & Door Locks	383.75			200.00	
370 90	Other	205.00				
<b>Total 370</b>		<b>611.02</b>			<b>200.00</b>	
375	Site Services (Non-Employee)					
375 20	Building Manager/Caretaker - Contract	43,418.16	45,000.00	96.5	43,418.18	Caretaker Italo
<b>Total 375</b>		<b>43,418.16</b>	<b>45,000.00</b>	<b>96.5</b>	<b>43,418.18</b>	
380	Signage	24.55				
390	Utilities/Rates					
390 20	Electricity	16,725.30	16,000.00	104.5	16,000.00	SHA Services Pty Ltd
390 30	Gas	20,284.97	25,000.00	81.1	16,000.00	Energy Australia
390 40	Water & Sewerage	2,931.48	15,000.00	19.5	2,000.00	City West Water
<b>Total 390</b>		<b>39,941.75</b>	<b>56,000.00</b>	<b>71.3</b>	<b>34,000.00</b>	

# Revenue & Expense (Actual / Budget)

for the year 01/02/2020 to 31/01/2021

as at 31/01/2021 100% year completed

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>	<u>Next Years Budget (\$)</u> 2021-2022	<u>Comment</u>
	<b>Total Administration Fund Expense</b>	<b>353,747.58</b>	<b>378,975.75</b>	<b>93.3</b>	<b>411,393.16</b>	
	<b>Administration Fund Surplus / (Deficit)</b>	<b>31,611.82</b>	<b>7,389.25</b>		<b>63,971.84</b>	
	<b>Administration Fund Opening Balance</b>	<b>(71,115.02)</b>	<b>(71,115.02)</b>		<b>(39,503.20)</b>	
	<b>Administration Fund Closing Balance</b>	<b>(39,503.20)</b>	<b>(63,725.77)</b>		<b>24,468.64</b>	

## Maintenance Plan

### Revenue

210	Maintenance Fund Levy	35,004.20	35,000.00	100.0	35,000.00	
220	Maintenance Fund - Special Levy				88,930.00	Recovery of the insurance expense (\$88,930)
230	Maintenance Fund Interest Received					
230 10	Interest on Arrears (from Levies)	77.38				
230 20	Interest on Investments - Maintenance Fund	93.92				
<b>Total 230</b>		<b>171.30</b>				
	<b>Total Maintenance Plan Revenue</b>	<b>35,175.50</b>	<b>35,000.00</b>	<b>100.5</b>	<b>123,930.00</b>	

### Expense

401	Accounting					
401 10	Tax Payments	5,142.00	2,300.00	223.6	5,000.00	
<b>Total 401</b>		<b>5,142.00</b>	<b>2,300.00</b>	<b>223.6</b>	<b>5,000.00</b>	
450	Upgrades & Replacements					
450 12	Balcony/Balustrades/Railings	11,500.00	11,500.00	100.0	45,045.00	FY21: Absafe repaired spalls and concrete on North and East elevation.
450 50	Plumbing					
450 50 1	Major Plumbing & Drainage	151,571.51	170,000.00	89.2		FY20: Rectification works for sewer stacks and vents
450 60	Security Equipment					
450 60 4	Gates & Intercoms	37,444.91	39,354.00	95.1		FY20: Faversham Industries: install perspex plates for intercom & Niche Build foyer glass door

Registered for GST

<u>Account Number</u>	<u>Account Description</u>	<u>Actual YTD (\$)</u>	<u>Budget (\$)</u>	<u>Actual versus Budget (%)</u>	<u>Next Years Budget (\$)</u> 2021-2022	<u>Comment</u>
Total 450		200,516.42	220,854.00	90.8	45,045.00	
495	Other	88,929.95				FY20: Insuranace payment
	Total Maintenance Plan Expense	294,588.37	223,154.00	132.0	50,045.00	
	Maintenance Plan Surplus / (Deficit)	(259,412.87)	(188,154.00)		73,885.00	
	Maintenance Plan Opening Balance	324,917.18	324,917.18		65,504.31	
	Maintenance Plan Closing Balance	65,504.31	136,763.18		139,389.31	

**Owners Corporation No. 1 Plan No. PS 608032Y  
131 Pelham Street Carlton Vic 3053**

**Additional Rules**

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**A LOT OWNER MUST NOT, AND MUST INSURE THAT THE OCUPPIER OF A LOT OWNERS LOT DOES NOT:-**

1. 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 lot owners or occupiers of lots or their families or visitors.
2. Use or permit the common property to be used for any purpose other than that for which it was designed.
3. Do or suffer to be done in or upon the common property or the common facilities any act, matter or thing that may render any insurance in respect of the building void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased.
4. Leave open or prop open any common doors, gates or garage doors that would give unauthorized persons access to the property.
5. Provide entry to the property or the building to persons unless such persons are known to be entitled access to the property or the building.
6. Use or permit to be used any part of the car parks otherwise than for the purpose of parking a motor vehicle and not to assign, sub-let or grant any licence to any person to use such car park without the written consent of the owners corporation or its authorized delegate.
7. Park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a car park or in any place other than in a parking area specified for such purpose by the owners corporation.
8. Park a bicycle in the common property other than in the designated area allocated for the purpose for bicycle parking.
9. Permit any lot, the common property or common facilities to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other lot owner or occupier of any lot or the families or visitors of any lot owner or occupier or be in conflict with any statutory agreement, town planning permit or present or subsequent Section 173 Agreement pursuant to The Planning and Environment Act 1987
10. Make or permit to be made any undue noise in or about the common property or the common facilities or any lot affected by the owners corporation save that for any trades or maintenance person engaged by a lot owner or occupier or the owners corporation to carry out building works or repairs and maintenance will be required to comply with the provisions of the Environment Protection (Residential Noise) Regulations 1997 No. 120 and any amending regulations thereto.
11. Make or permit to be made any undue noise from music or machinery which may be heard outside a lot between the hours of midnight and 8:00am.

12. Keep any animal on the common property or common facilities after being given notice by the owners corporation to remove such animal after the owners corporation has resolved that the animal is causing a nuisance.
13. Store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the owners corporation.
14. a) Erect or allow to be erected any sign or display or placard of any type on any lot or upon the common property including but not limited to; for lease, to let, for sale or auction boards.  
  
b) Signage for the purpose of the proper operation of the development and identifying the development as purpose built student accommodation may be erected on common property by Student Housing Australia Pty Ltd subject to the approval of the owners corporation or its authorized delegate.
15. Hang any clothes or other articles from or outside a lot including on or from any balcony, porch, entrance or landing of a lot or the common property.
16. Must not smoke on any part of the common property, or in an area that affects the common property.

**A LOT OWNER MUST ENSURE THAT THE OCCUPIER OF THEIR LOT:-**

17. Use the common facilities strictly in accordance with the regulations governing such use which shall be made by the owners corporation from time to time.
18. Keep all garbage and refuse within the lot in appropriate containers and in an hygienic manner and to regularly dispose of the garbage and refuse in an area in the common property designated by the owners corporation or the responsible authority for such purpose.
19. Ensure that all garbage and refuse is only placed in the bins in the designated area provided by the owners corporation or the local council and ensure that after placing the garbage and refuse in the bins that the lids of the bins are securely closed.
20. Clear on each and every day the contents of the lot mail box.

**NON COMPLIANCE**

21. The Owners Corporation Act 2006 allows for non compliant Lot Owners to be brought before the Victorian and Civil Administration Tribunal (VCAT) if the matter is unable to be resolved by way of the internal complaints process.
22. The Owners Corporation may recover, as a debt due from persons in default or breach, the costs charges and expenses incurred by the Owners Corporation ( but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary to committee member of the Owners Corporation) arising out of any default or breach, by any lot owner or occupier of a lot, or any obligation under the Owners Corporation Act 2006, the Owners Corporation Regulations 2007 or the Rules of the Owners Corporation or any breach pursuant to any section of any Planning Permit governing the property..

# Model Rules for an Owners Corporation

Owners Corporation Regulations 2018  
Schedule 2—Model rules for an owners corporation Regulation 11  
Authorised Version incorporating amendments as at 1 December 2021

## 1 Health Safety and Security

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### 1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

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

### 1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to-

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

### 1.3 Waste Disposal

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

### 1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

### 1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

## 2 Committees & Sub-Committees

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### 2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

## 3 Management & Administration

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### 3.1 Metering of services and apportionment of costs of services

(1) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods and services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount that includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Sub rule (2) does not apply if the concession or rebate –

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

## **4 Use of Common Property**

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### **4.1 Use of Common Property**

(1) An owner or occupier of a lot must not obstruct the lawful use or enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.

(3) An approval under sub-rule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

### **4.2 Vehicles and parking on common property**

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, entrance or exit to a lot; or

(c) in any place other than parking area situated on common property specified for purpose by the owners corporation.

### **4.3 Damage to common property**

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

## **5 Lots**

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### **5.1 Change of use of lots**

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation. Example If the change of use results in a hazardous activity being carried out on lot or results in the lot being used for commercial or industrial purposes rather than residential purposes.

### **5.2 External appearance of lots**

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

### **5.3 Requiring notice to the owners corporation of renovations to lots**

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

## **6 Behaviour of persons**

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### **6.1 Behaviour of owners, Occupiers and invitees on common property**

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

### **6.2 Noise & other nuisance control**

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

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

## **7 Dispute resolution**

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(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, an occupier or the owner's corporation.

(2) The party making the complaint must prepare a written statement setting out the complaint in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(a) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(b) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under *Part 10 of the Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under any further action under *Part 10 of The Owners Corporation Act 2006*.

# **Owners Corporation Statement of advice and information for prospective purchasers and lot owners**

Schedule 3, Regulation 17, 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.**



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

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Conveyancing.com.au C/- InfoTrack (ActionStep)  
135 King Street  
SYDNEY 2000  
AUSTRALIA

Client Reference: 352375

NO PROPOSALS. As at the 4th May 2022, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 1201, LEVEL 12 131 PELHAM STREET, CARLTON 3053  
CITY OF MELBOURNE

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

Date of issue: 4th May 2022

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 64151243 - 64151243153841 '352375'**

# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 03 May 2022 04:31 PM

## PROPERTY DETAILS

Address: **1201/131 PELHAM STREET CARLTON 3053**  
Lot and Plan Number: **Lot 1201 PS608032**  
Standard Parcel Identifier (SPI): **1201\PS608032**  
Local Government Area (Council): **MELBOURNE**  
Council Property Number: **621348**  
Planning Scheme: **Melbourne**  
Directory Reference: **Melway 2B E9**

[www.melbourne.vic.gov.au](http://www.melbourne.vic.gov.au)

[Planning Scheme - Melbourne](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**  
Melbourne Water Retailer: **City West Water**  
Melbourne Water: **Inside drainage boundary**  
Power Distributor: **CITIPOWER**

## STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**  
Legislative Assembly: **MELBOURNE**

## OTHER

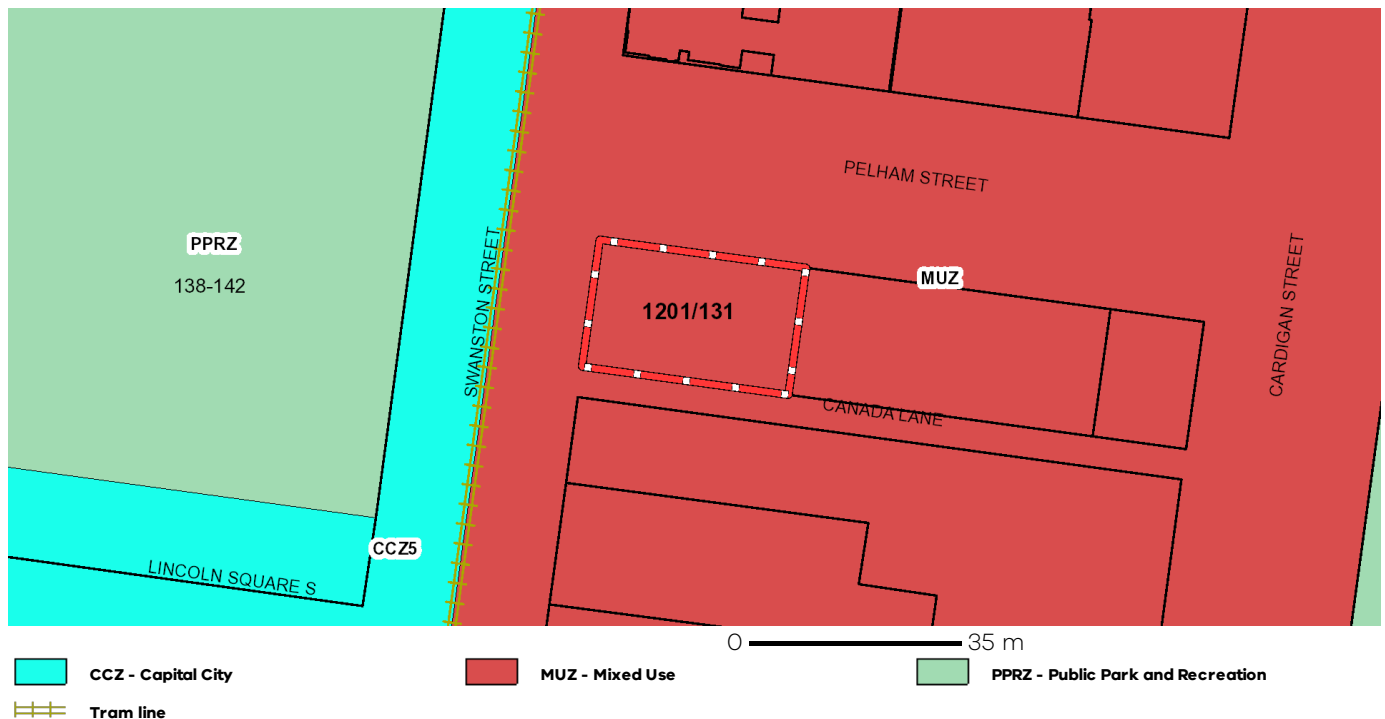
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural  
Heritage Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[MIXED USE ZONE \(MUZ\)](#)

[SCHEDULE TO THE MIXED USE ZONE \(MUZ\)](#)



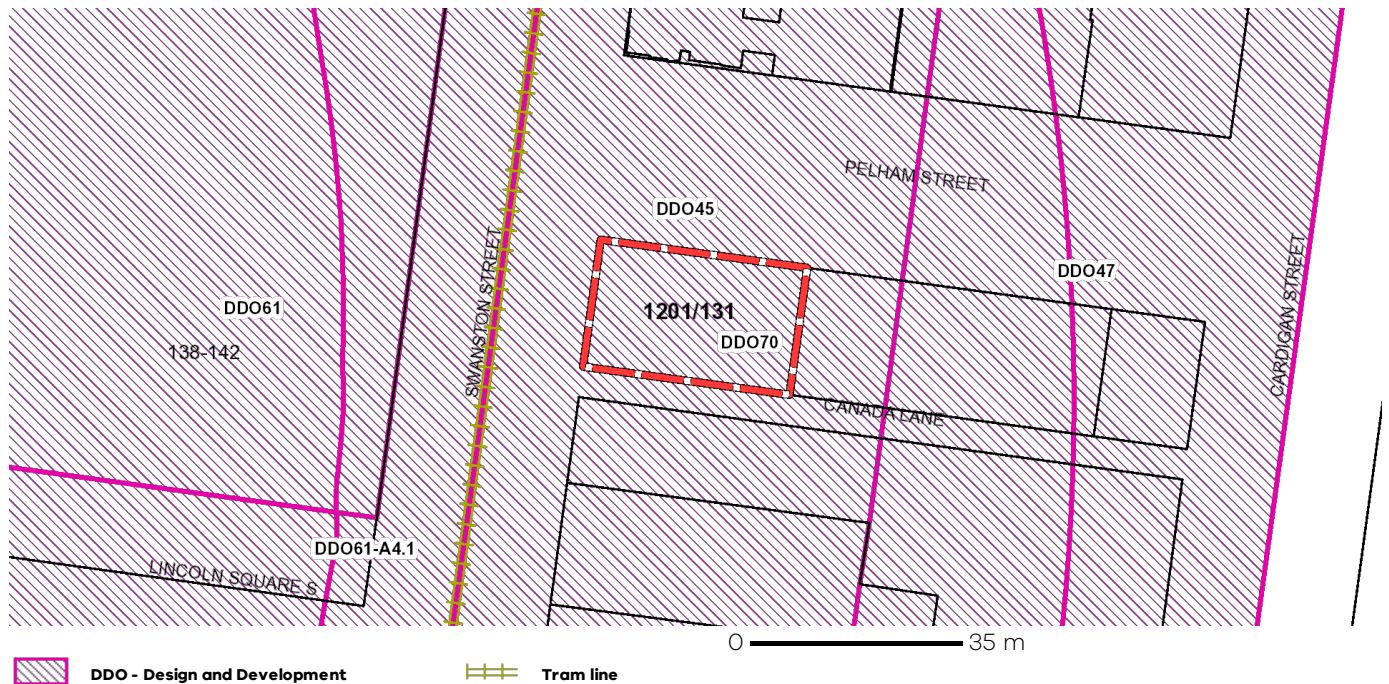
Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

## Planning Overlays

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

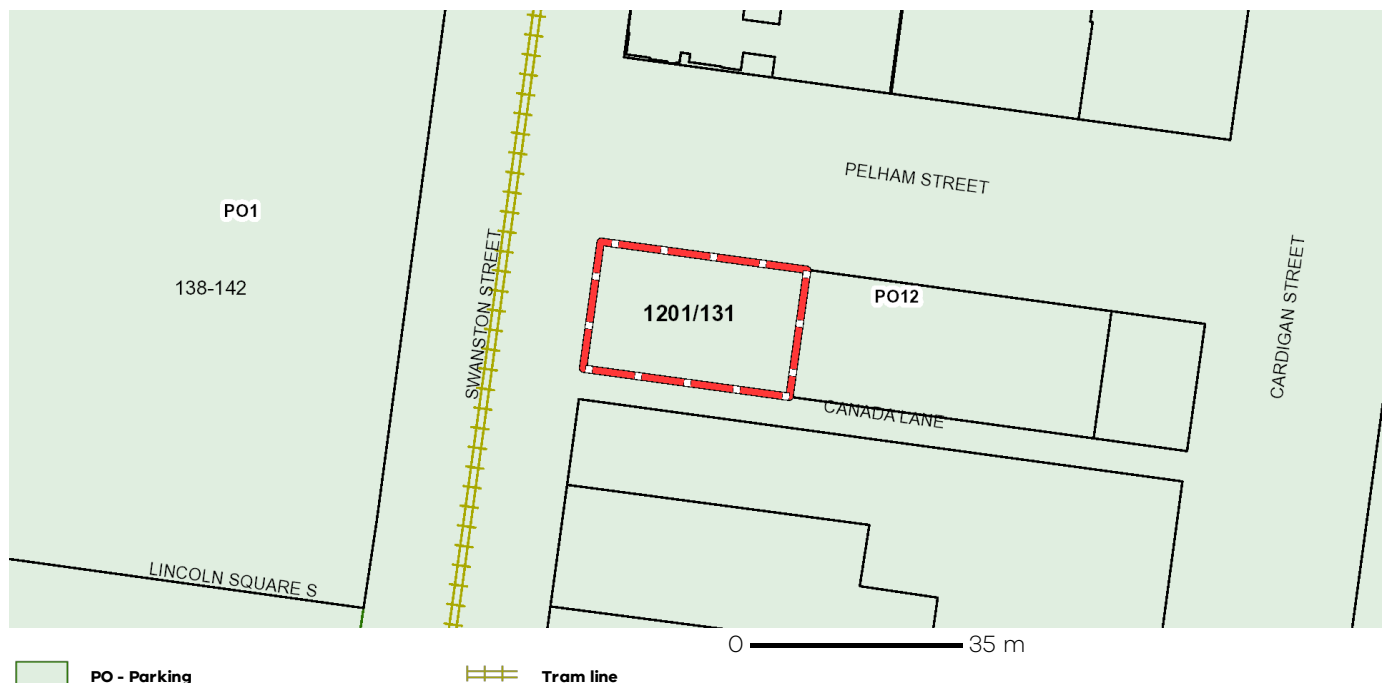
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 45 \(DDO45\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 70 \(DDO70\)](#)



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

[PARKING OVERLAY - PRECINCT 12 SCHEDULE \(PO12\)](#)

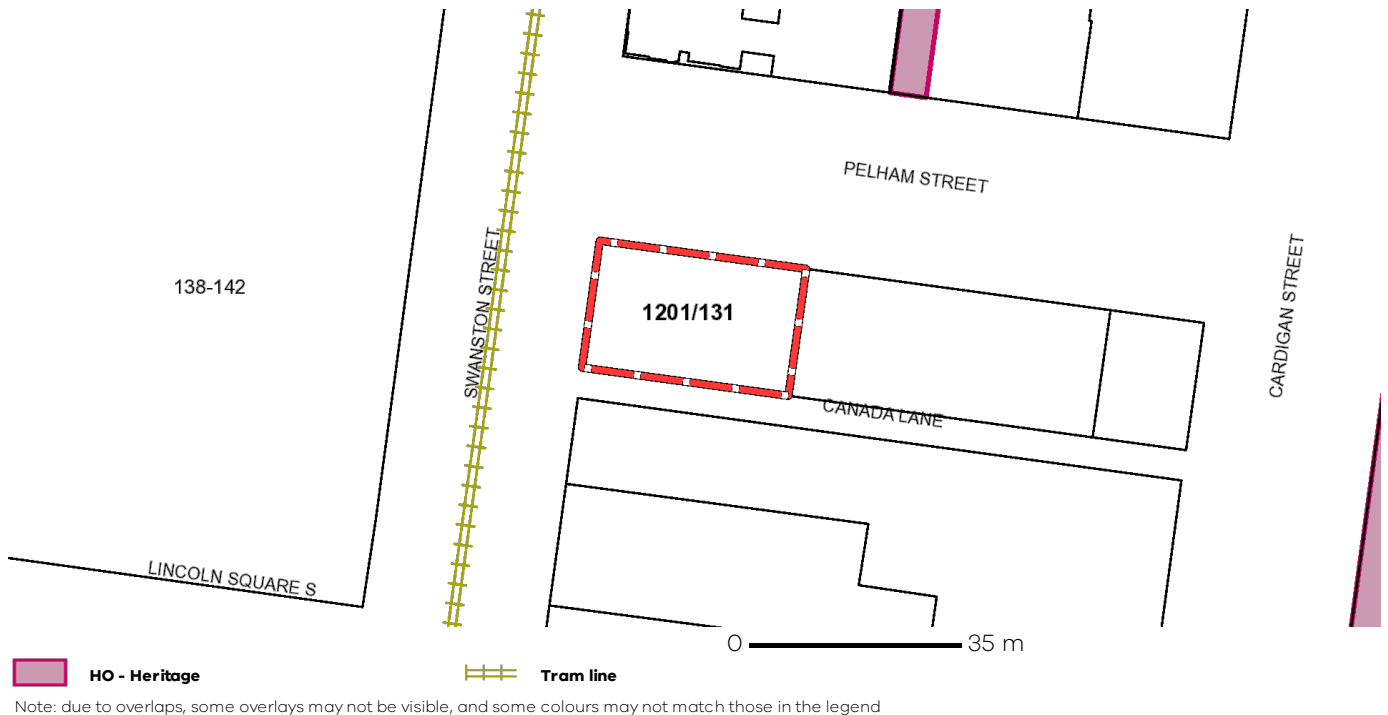


## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

#### HERITAGE OVERLAY (HO)



## 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>

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>

## 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)

## Extract of EPA Priority Site Register

Page 1 of 2

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

### PROPERTY INQUIRY DETAILS:

STREET ADDRESS: UNIT 1201, LEVEL 12 131 PELHAM STREET

SUBURB: CARLTON

MUNICIPALITY: MELBOURNE

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 2B Reference E9  
Melways 40th Edition, Street Directory, Map 43 Reference H5

DATE OF SEARCH: 4th May 2022

### PRIORITY SITES REGISTER REPORT:

A search of the Priority Sites Register for the above map references, corresponding to the address given above, has indicated that this site is not listed on, and is not in the vicinity of a site listed on the Priority Sites Register at the above date.

### IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER:

You should be aware that the Priority Sites Register lists only those sites for which:

Priority Sites are sites for which EPA has issued a:

- Clean Up Notice pursuant to section 62A) of the Environment Protection Act 1970
- Pollution Abatement Notice pursuant to section 31A or 31B (relevant to land and/or groundwater) of the Environment Protection Act 1970
- Environment Action Notice pursuant to Section 274 of the Environment Protection Act 2017
- Site Management Order (related to land and groundwater) pursuant to Section 275 of the Environment Protection Act 2017
- Improvement Notice (related to land and groundwater) pursuant to Section 271 of the Environment Protection Act 2017
- Prohibition Notices (related to land and groundwater) pursuant to Section 272 of the Environment Protection Act 2017 on the occupier or controller of the site to require active management of these sites, or where EPA believes it is in the community interest to be notified of a potential contaminated site and this cannot be communicated by any other legislative means. Sites are removed from the Priority Sites Register once all conditions of a Notice have been complied with.

The Priority Sites Register does not list all sites known to be contaminated in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that many properties may have been contaminated by past land uses and EPA may not be aware of the presence of contamination. EPA has published information advising of potential contaminating land uses. Council and other planning authorities hold information about previous land uses, and it is advisable that such sources of information should also be consulted.



## Extract of EPA Priority Site Register

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

The Environment Protection Authority does not warrant the accuracy or completeness of information in this Extract and any person using or relying upon such information does so on the basis that the Environment Protection Authority shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information. Users of this site accept all risks and responsibilities for losses, damages, costs and other consequences resulting directly or indirectly from use of this site and information from it. To the maximum permitted by law, the EPA excludes all liability to any person directly or indirectly from using this site and information from it.

For sites listed on the Priority Sites Register, a copy of the relevant Notice, detailing the reasons for issue of the Notice, and management requirements, is available on request from EPA through the contact centre (details below). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/land-groundwater-pollution/priority-sites-register>

Environment Protection Authority Victoria  
200 Victoria Street  
Carlton VIC 3053  
1300 EPA VIC (1300 372 842)



**Student  
Housing**  
AUSTRALIA



# RESIDENTIAL TENANCY AGREEMENT

BETWEEN

**Bradley Konnduouras & Mrs Roselle Konnduouras**  
AS RENTAL PROVIDER/S

And

**Jesse Mehrrens**  
AS RENTER/S

FOR

Unit 1201 / 131 Pelham St, Carlton VIC 3053

RENTED PREMISES

w. [sha.com.au](http://sha.com.au) e. [info@sha.com.au](mailto:info@sha.com.au)

**Residential Rental Agreement****no more than 5 years****Residential Tenancies Act 1997 (Section 26(1))****Residential Tenancies Regulations 2021 (Regulation 10(1))**

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

**PART A – BASIC TERMS**

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

**1. Date of agreement**

This is the date the agreement is signed: 12 / 07 / 2022

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

**2. Premises let by the rental provider**

Address of premises

Street: Unit 1201, 131 Pelham Street  
 Suburb: Carlton State: VIC Postcode: 3053

**3. Rental provider's details**

Full name or Company name: Mr Bradley Konnduouras and Mrs Roselle Konnduouras  
 ABN/ACN (if applicable): \_\_\_\_\_

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

Address: N/A  
N/A State: N/A Postcode: N/A  
 Phone number: \*\*\*\*\* Email: info@sha.com.au

Full name or Company name: \_\_\_\_\_  
 ABN/ACN (if applicable): \_\_\_\_\_

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

Address: \_\_\_\_\_  
 \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_  
 Phone number: \_\_\_\_\_ Email: \_\_\_\_\_

**Rental provider's agent's details**

Full name: Mr Mark McDonald  
 Trading name: Student Housing Australia  
 Address: 575 Elizabeth Street  
Melbourne State: Victoria Postcode: 3000  
 Phone number: 93736800 ABN/ACN (if applicable): 75 104 888 244  
 Email address: info@sha.com.au

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

**4. Renter details**

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

Full name of **renter 1**: Yinshi Zhang

Current address: To be advised

Phone number: \*\*\*\*\* State: Postcode: ABN/ACN: Email: 740582466@qq.com

Full name of **renter 2**:

Current address:

Phone number: State: Postcode: Email:

Full name of **renter 3**:

Current address:

Phone number: State: Postcode: Email:

Full name of **renter 4**:

Current address:

Phone number: State: Postcode: Email:

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

**5. Length of the agreement**

☒ Fixed term agreement

Start date: 14 Jul 2022

(this is the date the agreement starts and you may move in)

End date: 11 Jan 2023

☐ Periodic agreement (monthly)

Start date:

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

**6. Rent**

Rent amount (\$) (payable in advance) 1390.00 Gas usage is included in this Agreement

To be paid per ☐ week ☐ fortnight ☒ calendar month

Day rent is to be paid 14th of each month

(e.g. each Thursday or the 11th of each month)

Date first rent payment due: 14 Jul 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](mailto:rtba@justice.vic.gov.au), or call the RTBA at 1300 13 71 64.


Bond amount (\$): 1390.00

Date bond payment due: same as the Start Date of this Agreement

**PART B – STANDARD TERMS****8. Rental provider's preferred methods of rent payment**

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

(Rental provider to tick available methods of rent payment)

- ☐ direct deposit    ☐ bank deposit    ☐ cash    ☐ cheque or money order    ☒ 
- ☒ other electronic form of payment, including Centrepay Direct Debit via Console Pay or DEFT - www.deft.com.au

Payment details: B-Pay Biller Code: 96503 Reference: 30376392411223373052

BSB no. N/A Account no. N/AAccount name N/APayment reference N/A**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 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)

Rental provider 1: ☒ yes ☐ noRental provider 2: ☐ yes ☐ no**9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?**

(Renter to tick as appropriate)

Renter 1: ☒ yes ☐ noRenter 2: ☐ yes ☐ noRenter 3: ☐ yes ☐ noRenter 4: ☐ yes ☐ no

(The option to consent should be provided to each renter who is party to the agreement)

**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 Pty LtdEmergency contact phone number 61393736800Emergency contact 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 owners corporation rules apply to the premises? (Rental provider to tick as appropriate)

☐ no ☒ yes

If yes, the rental provider must attach a copy of the rules to this agreement.

**13. Condition report**

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

(Rental provider to tick as appropriate)

- ☐ The condition report has been provided.
- ☒ The condition report will be provided to the renter on or before the date the agreement starts.

**PART C – SAFETY-RELATED ACTIVITIES****14. Electrical safety checks**

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

**15. Gas safety activities**

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

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

**16. Smoke alarm safety activities**

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

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

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

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

#### 17. Swimming pool barrier safety activities

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

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

#### 18. Relocatable swimming pool safety activities

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

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

**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 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](http://www.consumer.vic.gov.au/renting).

### Use of the premises

The renter:

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

### Condition of the premises

The rental provider:

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

The renter:

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

### Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

### Locks

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

### Repairs

- Only a suitably qualified person may 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 [consumer.vic.gov.au/urgentrepairs](http://consumer.vic.gov.au/urgentrepairs).

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

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

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

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

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

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

#### Non-urgent repairs

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

#### Assignment or sub-letting

The renter:

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

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

The rental provider:

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

#### Rent

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- The rent cannot be increased more than once every 12 months.
- 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.

### 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.

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

#### Access and entry

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

#### Pets

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

**Additional General Terms****21.1 Residential Tenancies Act 1997**

- (a) All provisions of this agreement are subject to the *Residential Tenancies Act 1997* (Victoria) ('Act').
- (b) If there is any inconsistency between a provision of this agreement and the Act, unless the Act permits otherwise, the Act will prevail.

**21.2 Renter's obligations**

The renter must not:

- (a) use the premises for any other use than its place of residence;
- (b) permit, cause or use the premises for any illegal or unauthorised purpose;
- (c) damage the premises or permit or allow any of its invitees to damage the premises;
- (d) make any modifications or alterations to the premises without the rental provider's written consent unless the modification or alterations are prescribed under the act. The rental provider must comply with the Act in granting or refusing its consent.
- (e) use any of the rental provider's fixtures or fittings for any other use than the intended use;
- (f) cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;
- (g) park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area agreed to by the rental provider;
- (h) use any machinery or equipment owned by the rental provider and left on the premises other than in accordance with the rental provider's or manufacturer's instructions;
- (i) permit any other person than the persons agreed by the rental provider to remain on the premises for more than 14 days;
- (j) smoke or permit any invitee to smoke within the premises;
- (k) without the consent of the rental provider:
  - (i) affix any satellite dishes, television cables or antennas to the premises;
  - (ii) install any air-conditioning units on the premises; or
  - (iii) alter, replace or remove any locks and security devices to the premises other than on the letterbox, and the rental provider must comply with the Act in granting or refusing its consent and it may provide as a condition of consent and that the renter returns the premises to its original condition at the end of the tenancy or that any modification be completed by a suitably qualified person or that the renter pay an additional amount of bond.

**21.3 Maintenance and repairs**

- (a) The renter must:
  - (i) keep the premises in good condition and repair (subject to reasonable wear and tear);
  - (ii) replace at its cost all blown or damaged light bulbs and fluorescence tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;
  - (iii) make good any damage to the premises caused by the renter or its invitees;
  - (iv) keep the premises clear of any rubbish;
  - (v) dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;
  - (vi) regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement; and
  - (vii) keep all drains cleared of any blockages and not do anything which may damage any plumbing or block any drains.

**21.4 Owners Corporation**

- (a) If the *Owners Corporation Act 2006* (Victoria) applies to this agreement the rental provider must give the renter a copy of the rules of the owners corporation at the commencement of the tenancy.
- (b) The renter must comply with the rules of the owners corporation at all times during the tenancy.

**Additional General Terms****21.5 End of occupancy**

At the expiration or earlier determination of this agreement, the renter must:

- (a) deliver vacant possession of the premises to the rental provider;
- (b) deliver to the rental provider or its agent all keys and security devices;
- (c) leave the premises in the same conditions (fair wear and tear excepted) as set out in the condition report; and
- (d) remove all of the renter's premises and belongings (including fixtures and modifications where required) from the premises and rectify any damage (at the renter's cost) caused by such removal.

**21.6 Insurance**

- (a) In relation to insurance policies taken out by the rental provider in respect of the Premises, the renter must not do any act or omission which would make an insurance policy invalid.
- (b) The renter acknowledges that it will be responsible to insure its contents (at its own cost).

**21.7 Release**

- (a) The renter releases the rental provider from any claims, losses, liabilities and/or expenses ('**Loss**') the renter suffers in connection with the premises or arising out of this agreement, unless such Loss is caused by the rental provider or its agent or someone acting on their behalf.
- (b) The release provided by the renter survives the expiration or termination of this agreement.

**21.8 Privacy**

- (a) As part of the rental provider leasing the premises to the renter, the renter will be required to give the rental provider or its agent Personal Information (as defined in the *Privacy Act 1998* (Cth)).
- (b) Subject to the *Privacy Act 1998* (Cth), the renter consents to providing such information and permits the rental provider and/or its agent to disclose the information to third parties.
- (c) If the rental provider or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1998* (Cth), upon request from the renter, the rental provider or its agent must provide the renter with a copy of its privacy policy.

**21.9 Counterparts and Execution**

- (a) This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant document.
- (b) A copy of an original executed counterpart sent by facsimile machine, email or link emailed:
  - (i) must be treated as an original counterpart;
  - (ii) is sufficient evidence of the execution of the original; and
  - (iii) may be produced in evidence for all purposes in place of the original.
- (c) Each party consents to this agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.
- (d) Without limiting **clause 39(c)**, the parties acknowledge and agree that electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:
  - (i) computer generated;
  - (ii) by computer pen;
  - (iii) by a typed mark or name; or
  - (iv) physically signed on paper and scanned electronically.
- (e) The parties to this agreement agree that, despite any other clause of this agreement and despite custom, practice or code otherwise followed in respect of similar documents to this agreement, if executed electronically this agreement:
  - (i) is made on its execution by all parties to it (including electronic signature);
  - (ii) need not be executed and exchanged in counterparts; and
  - (iii) constitutes an original document in an electronic format.

**Additional General Terms**




**21.10 Additional Terms**

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 which outlines your rights and obligations.

Rental provider

Signature of rental provider 1	Signature of rental provider 2
<div><div>DocuSigned by:</div><div></div><div>BA403EC3BFF2400...</div></div>	
Dated 12/7/2022	Dated

Renter

All renters listed must sign this residential rental agreement.

Signature of renter 1	Signature of renter 2
<div><div>DocuSigned by:</div><div></div><div>543E9BF7807946D...</div></div>	
Dated 12/7/2022	Dated
Signature of renter 3	Signature of renter 4
Dated	Dated

**Note:** Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page.

## Additional General Terms

### 21.10. 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.

### 21.11. 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.

### 21.12. 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.

### 21.13. 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.

### 21.14. 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.

## Additional General Terms

### 21.15. 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.

### 21.16. 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 to 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.

### 21.17. 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.

### 21.18. 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.

## Additional General Terms

### 21.19. 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.

### 21.20. 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.

### 21.21. '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.

### 21.22. 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.

### 21.23. 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.

### 21.24. 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

## Additional General Terms

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.

### 21.25. **Receipt of condition report /statement of rights and duties**

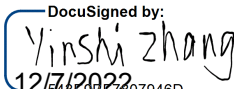
- a. You acknowledge, before you took occupation of the rented premises, you received from me or my managing agent:
  - two copies of a condition report signed by me or my managing agent, and
  - a written guide "Renting a home: a guide for tenants" as authorised and published by the Victorian government 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.

### 21.26. **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.

### 21.27. **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.

DocuSigned by:  
  
 12/7/2022  
 5462007407946D...

Yinshi Zhang

**131 PELHAM STREET, CARLTON****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.

DocuSigned by:  
Yinshi Zhang

- (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**.


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Yinshi Zhang

**Owners Corporation No. 1 Plan No. PS 608032Y**  
**131 Pelham Street Carlton Vic 3053**  
**Additional Rules**

**A LOT OWNER MUST NOT, AND MUST INSURE THAT THE OCUPPIER OF A LOT OWNERS LOT DOES NOT:-**

1. 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 lot owners or occupiers of lots or their families or visitors.
2. Use or permit the common property to be used for any purpose other than that for which it was designed.
3. Do or suffer to be done in or upon the common property or the common facilities any act, matter or thing that may render any insurance in respect of the building void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased.
4. Leave open or prop open any common doors, gates or garage doors that would give unauthorized persons access to the property.
5. Provide entry to the property or the building to persons unless such persons are known to be entitled access to the property or the building.
6. Use or permit to be used any part of the car parks otherwise than for the purpose of parking a motor vehicle and not to assign, sub-let or grant any licence to any person to use such car park without the written consent of the owners corporation or its authorized delegate.
7. Park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a car park or in any place other than in a parking area specified for such purpose by the owners corporation.
8. Park a bicycle in the common property other than in the designated area allocated for the purpose for bicycle parking.
9. Permit any lot, the common property or common facilities to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other lot owner or occupier of any lot or the families or visitors of any lot owner or occupier or be in conflict with any statutory agreement, town planning permit or present or subsequent Section 173 Agreement pursuant to The Planning and Environment Act 1987
10. Make or permit to be made any undue noise in or about the common property or the common facilities or any lot affected by the owners corporation save that for any trades or maintenance person engaged by a lot owner or occupier or the owners corporation to carry out building works or repairs and maintenance will be required to comply with the provisions of the Environment Protection (Residential Noise) Regulations 1997 No. 120 and any amending regulations thereto.
11. Make or permit to be made any undue noise from music or machinery which may be heard outside a lot between the hours of midnight and 8:00am.
12. Keep any animal on the common property or common facilities after being given notice by the owners corporation to remove such animal after the owners corporation has resolved that the animal is causing a nuisance.
13. Store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the owners corporation.
14. Erect or allow to be erected any sign or display or placard of any type on any lot or upon the common property including but not limited to; for lease, to let, for sale or auction boards. Signage for the purpose of the proper operation of the development and identifying the development as purpose built student accommodation may be erected on common property by Student Housing Australia Pty Ltd subject to the approval of the owners corporation or its authorized delegate.
15. Hang any clothes or other articles from or outside a lot including on or from any balcony, porch, entrance or landing of a lot or the common property.
16. Must not smoke on any part of the common property, or in an area that affects the common property.

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**A LOT OWNER MUST ENSURE THAT THE OCCUPIER OF THEIR LOT:-**

17. Use the common facilities strictly in accordance with the regulations governing such use which shall be made by the owners corporation from time to time.
18. Keep all garbage and refuse within the lot in appropriate containers and in an hygienic manner and to regularly dispose of the garbage and refuse in an area in the common property designated by the owners corporation or the responsible authority for such purpose.
19. Ensure that all garbage and refuse is only placed in the bins in the designated area provided by the owners corporation or the local council and ensure that after placing the garbage and refuse in the bins that the lids of the bins are securely closed.
20. Clear on each and every day the contents of the lot mail box.

**NON COMPLIANCE**

21. The Owners Corporation Act 2006 allows for non compliant Lot Owners to be brought before the Victorian and Civil Administration Tribunal (VCAT) if the matter is unable to be resolved by way of the internal complaints process.
22. The Owners Corporation may recover, as a debt due from persons in default or breach, the costs charges and expenses incurred by the Owners Corporation ( but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary to committee member of the Owners Corporation) arising out of any default or breach, by any lot owner or occupier of a lot, or any obligation under the Owners Corporation Act 2006, the Owners Corporation Regulations 2007 or the Rules of the Owners Corporation or any breach pursuant to any section of any Planning Permit governing the property..

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