

Contract of Sale

Property:

**Unit 401, 78 Doncaster Road, Balwyn North VIC
3104**



JLE Conveyancing Pty Ltd
3/5 DEVONSHIRE ROAD
SUNSHINE VIC 3020
Tel: 03 9363 2075
Ref: JL:12025

Contract of Sale

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of Sale

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2024

Print names(s) of person(s) signing: JIM TSALIKIS and TONI TSALIKIS

State nature of authority, if applicable:

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

Table of contents

Particulars of Sale

Special conditions (if any)

General conditions:

- 1 Electronic signature
- 2 Liability of signatory
- 3 Guarantee
- 4 Nominee
- 5 Encumbrances
- 6 Vendor warranties
- 7 Identity of the land
- 8 Services
- 9 Consents
- 10 Transfer & duty
- 11 Release of security interest
- 12 Builder warranty insurance
- 13 General law land
- 14 Deposit
- 15 Deposit bond
- 16 Bank guarantee
- 17 Settlement
- 18 Electronic settlement
- 19 GST
- 20 Loan
- 21 Building report
- 22 Pest report
- 23 Adjustments
- 24 Foreign resident capital gains withholding
- 25 GST withholding
- 26 Time & co-operation
- 27 Service
- 28 Notices
- 29 Inspection
- 30 Terms contract
- 31 Loss or damage before settlement
- 32 Breach
- 33 Interest
- 34 Default notice
- 35 Default not remedied

Particulars of Sale

Vendor's estate agent

Name: Langwell Harper - KEW
 Address: 416 High Street Street, Kew VIC 3101
 Email: akorf@langwellharper.com.au
 Tel: Mob: 04 13757353 Fax: Ref: Arthur

Vendor

Name: JIM TSALIKIS and TONI TSALIKIS
 Address:
 ABN/ACN:
 Email:

Vendor's legal practitioner or conveyancer

Name: JLE Conveyancing Pty Ltd
 Address: 3/5 DEVONSHIRE ROAD, SUNSHINE Vic 3020
 Email: info@jleconveyancing.com.au
 Tel: 03 9363 2075 Mob: Fax: Ref: 12025

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 12026 Folio 894	401	PS 745772N

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 401, 78 Doncaster Road, Balwyn North VIC 3104

Goods sold with the land (general condition 6.3(f)) (*list or attach schedule*): All fixtures and fittings of a permanent nature as inspected.

Exclusion lists : N/A

Payment

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

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 or occupancy permit is issued.

Lease (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are*:

- ☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years
- OR
- ☐ a residential tenancy for a fixed term ending on / /20.....
- OR
- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20): NOT APPLICABLE AT AUCTION

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

Lender: _____

Loan amount: no more than _____

Approval
date: _____

Building report - NOT APPLICABLE AT AUCTION

☐ General condition 21 applies only if the box is checked

Pest report – NOT APPLICABLE AT AUCTION

☐ General condition 22 applies only if the box is checked

Special Conditions

A special condition operates if the box next to it is checked or the parties otherwise agree in writing

**Special condition 1 – Payment**

General condition 14 is replaced with the following:

14. Deposit

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 14.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.9 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

**Special condition 2 – Acceptance of title**

Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

**Special condition 3 – Tax invoice**

General condition 19 is replaced with the following:

- 19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 19.1(a), (b) or (c)), the purchaser is not obliged to pay the GST

included in the price, or the additional amount payable for GST, until a tax invoice has been provided.



Special condition 4 – Electronic conveyancing

5.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

5.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.

5.3 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*.

5.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

5.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

5.6 Settlement occurs when the workspace records that:

- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

5.7 The parties must do everything reasonably necessary to effect settlement:

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

5.8 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.

5.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the Electronic Network Operator of settlement.



Special condition 5 – Condition of the Property

6.1 The land and buildings (if any) as sold hereby and inspected by the purchasers are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permit and/ or completion of inspections by the relevant authorities in respect of any improvements herein.

6.2 The property and any chattels are sold:

- (a) In their present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property;
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land; and
- (f) Subject to all easements, covenants, leases, appurtenant easements and restrictions (if any) as set out herein or attached hereto whether known to the Vendor or not. The purchaser should make his own enquiries whether any structures or buildings are constructed over any easements prior to signing the contract, otherwise the purchaser accepts the location of all buildings and shall not make any claim in relation there to.

6.3 The purchaser acknowledges and agrees that the purchaser has made its own independent enquires on all matters and does not rely on anything stated by or on behalf of the Vendor.

6.4 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

6.5. No failure of any buildings or improvements to comply with any planning or building legislation regulations or bylaws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.

6.6 The purchaser further acknowledges that any improvements on the property may be subject to or require compliance with Victorian Building Regulations, Municipal By-Laws, relevant statutes and/or other regulations thereunder and any repealed laws under which the improvements were or should have been constructed. Any failure to comply with any one or more of those laws or regulations shall not be deemed to constitute a defect in title and the purchaser shall not claim any compensation whatsoever nor require the vendor to comply with any of the abovementioned laws and regulations or carry out any final inspections including any requirement to fence any pool or spa or install smoke detectors. The purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein. The purchaser agrees not to seek to terminate, rescind or make any objection, requisition or claim for compensation in relation to anything referred to in this special condition.



Special condition 6 – Deposit

In the event that the purchaser fails to pay the full deposit on the due date, this contract is voidable at the option of the vendor.



Special condition 7 – Loan

The purchaser acknowledge that should this contract be subject to finance and in the event that finance is not approved then the purchaser must provide written proof on a formal decline letter generated by the lender or lending institution to which the finance was applied by the purchaser.

Any decline letters from brokers or any loan originator are not accepted. Failure to comply of this special condition will render the contract of sale unconditional.

Any requests an extension or variation to the Finance Due Date, the Purchaser must pay the Vendor' representative \$110 at the settlement for each request.



Special condition 8 - Plan of Subdivision

1. The purchaser acknowledges that as at the Day of Sale if the Plan of Subdivision has not been registered by the Registrar of Titles pursuant to Part 4 of the Subdivision Act or Section 97 of the Transfer of Land Act (as the case may be).
2. The Vendor shall as it own cost and expense procure registration of the Plan of Subdivision.
3. If the Plan of Subdivision is not registered within 48 months after the day of sale, the Purchaser may after the expiration of that 18 months but before the plan of subdivision is so registered rescind this contract by notice in writing to the other party and the Deposit shall then be repaid to the Purchaser in full.
4. The Vendor reserves the right to make alteration to the Plan of subdivision necessary to secure its approval by the Registrar of Titles and (subject to the provisions of Section 9AC of the Sale of Land Act) the purchaser shall make no objection or requisition or claim any compensation in respect of any excess or deficiency whether in areas, boundaries, measurements, occupations, or otherwise on the ground that the plan of subdivision as registered by the Registrar of Titles does not agree in measurement or otherwise with the Plan of Subdivision or the Property as inspected by the Purchaser.
5. The Purchaser undertakes that he/she will not lodge a Caveat against the Title to the land hereby sold pending approval of the Plan of Subdivision by the Registrar of titles.



Special condition 9 - Nomination

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

The purchaser has to pay the professional fees to Vendor's Conveyancer of \$220 for the nomination.



Special condition 10 – Rescheduled Settlement

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$330 at the settlement for each request.



Special condition 11 - Owners Corporate Certificate to be provided

If the contract has Owners Corporate Certificate to be provided, the purchaser must acknowledge this and is not agreeable to rescind, object to request, make a claim or terminate the contract based on this condition. The Owners Corporate Certificate will be provided in a timely manner and made available to the purchaser and purchasers representative as soon as it is issued.



Special condition 12 - Re-sale Deed

For the Sale of this land to take effect, both Vendor(s) and Purchaser(s) will be required to enter into a Re-Sale Deed prior to settlement date. The Re-Sale Deed will be obtained by the Vendor from Developer's (head Vendor) lawyers. The Purchaser(s) acknowledge and agree to;

- a) Allow any cost incurred by the Vendor for obtaining Re-Sale deed from Developer's (Head Vendor) Lawyers via adjustments at settlement.
- b) Execute the Re-Sale deed and deliver them to Vendor's Conveyancer at least seven (7) days prior to settlement date.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

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

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

11. RELEASE OF SECURITY INTEREST

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

- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

- (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

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

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

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

16. BANK GUARANTEE

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic 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 general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgment network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

21.1 This general condition only applies if the applicable box in the particulars of sale is checked.

21.2 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

22.1 This general condition only applies if the applicable box in the particulars of sale is checked.

22.2 The purchaser may end this contract within 7 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

- (a) personally, or
- (b) by pre-paid post, or
- (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
- (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

30.2 While any money remains owing each of the following applies:

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;

- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and

- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 35.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.
-

GUARANTEE and INDEMNITY

I/We, of
.....

and..... of
.....

being the **Sole Director / Directors** of of
..... (called the "Guarantors") IN

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

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

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

this day of 2024

SIGNED by the said)
.....)
Print Name:)
.....
Director (Sign)

in the presence of:)
.....)
Witness:)
.....

Vendor Statement

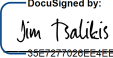
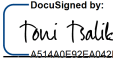
The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

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

The vendor may sign by electronic signature.

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

Land	UNIT 401, 78 DONCASTER ROAD, BALWYN NORTH VIC 3104
------	--

Vendor's name	JIM TSALIKIS	Date	/ /
Vendor's signature		21 June 2024 12:45 AEST	
	<div>DocuSigned by:  35E7277020EE4EE...</div>		
Vendor's name	TONI TSALIKIS	Date	/ /
Vendor's signature		21 June 2024 15:29 AEST	
	<div>DocuSigned by:  A514A0E92EA042D...</div>		

Purchaser's name		Date	/ /
Purchaser's signature			
Purchaser's name		Date	/ /
Purchaser's signature			

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: \$5,000.00

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

Not Applicable

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

☒ Is in the attached copies of title document/s

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

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 Planning Scheme

☒ 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:

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

6.1 ☒ Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act* 1987.

Not Applicable

8. SERVICES

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

Electricity supply <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 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

- (a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.
- (b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

- (c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

- (d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



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

Page 1 of 2

VOLUME 12026 FOLIO 894

Security no : 124115913195A
Produced 18/06/2024 02:50 PM

LAND DESCRIPTION

Lot 401 on Plan of Subdivision 745772N.

PARENT TITLES :

Volume 05583 Folio 446 Volume 07334 Folio 791

Created by instrument PS745772N 22/10/2018

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

JIM TSALIKIS

TONI TSALIKIS both of 42 FINTONIA STREET BALWYN NORTH VIC 3104

AR739853D 07/12/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AR739854B 07/12/2018

NATIONAL AUSTRALIA BANK LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987

AK503891X 05/08/2013

VARIATION OF 173 AGREEMENT AQ459888B 17/11/2017

DIAGRAM LOCATION

SEE PS745772N 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 78 DONCASTER ROAD BALWYN NORTH VIC 3104

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD

Effective from 07/12/2018

OWNERS CORPORATIONS



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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**

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS745772N
OWNERS CORPORATION 2 PLAN NO. PS745772N

DOCUMENT END



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

Section 181 Planning and Environment Act 1987

Form 18



Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: KAL:KZK:BMS:6037964
Customer Code: 1167E

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

Land: Volume: 7334 Folio: 791 and Volume: 5583 Folio:446

Responsible Authority: Boroondara City Council, 8 Inglesby Road, Camberwell VIC 3124

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

A copy of the Agreement is attached to this Application

Date:

30 - 7 - 2013

Signature for Responsible Authority:

.....

Name of officer:

..... Simon Mitchell

Position held:

..... Manager Statutory Planning

Date 30 / 07 / 13

AK503891X

05/08/2013

\$113

173



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

Agreement under section 173 of the Planning and Environment Act 1987

Subject Land: 76-78 Doncaster Road, Balwyn North

Boroondara City Council
and

76 Pty Ltd
ACN 099 836 236
and

Nike Property Group Pty Ltd
ACN 111 389 998



Maddocks

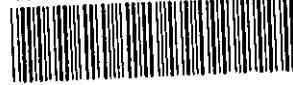
Contents

AK503891X

05/08/2013

\$113

173



1.	Definitions	2
2.	Interpretation	3
3.	Specific obligations of the Parties	4
3.1	Owner Licence	4
3.2	Council Licence	5
3.3	Indemnity	5
3.4	Public Liability Insurance	6
4.	Specific obligations of the Owner	6
4.1	Council Licence Area	6
4.2	Road Safety Act Licence	7
4.3	Pedestrian access	7
4.4	No interest in land	7
4.5	Traffic Mitigation Works	7
5.	Owner's further obligations	8
5.1	Notice and registration	8
5.2	Further actions	8
5.3	Council's costs to be paid	8
6.	Agreement under section 173 of the Act	8
7.	Owner's warranties	8
8.	Successors in title	8
9.	General matters	9
9.1	Notices	9
9.2	No waiver	9
9.3	Severability	9
9.4	No fettering of Council's powers	9
9.5	Inspection of documents	9
9.6	Governing law	9
10.	Commencement of Agreement	9
11.	Ending of Agreement	10



Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

Dated / /

AK503891X

Parties

Name	Boroondara City Council
Address	8 Inglesby Road, Camberwell, Victoria
Short name	Council

Name	76 Pty Ltd ACN 099 836 236
Address	Business Consulting Group Pty Ltd, Suite 12, Level 3, 74 Doncaster Road, Balwyn North, Victoria
Short name	Owner

Name	Nike Property Group Pty Ltd ACN 111 389 998
Address	Suite 12, Level 3, 74 Doncaster Road, Balwyn North, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 34 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- E. The Parties enter into this Agreement:
 - E.1 to give effect to the Planning Permit; and
 - E.2 to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

AK503891X

05/08/2013 \$113 173

Party or Parties means the Parties to this Agreement.



Maddocks

Planning Permit means planning permit No. PP06/00755, as amended from time to time, issued on 31 July 2007, authorising use and development of the Subject Land, reduction in the standard car parking requirements and alteration to access in a Road Zone, Category 1 in accordance with the Endorsed Plans.

Planning Scheme means the Boroondara Planning Scheme and any other planning scheme that applies to the Subject Land.

Previous CPI means the CPI number for the quarter ending immediately prior to the last date that the licence fee payable under the Owner Licence was adjusted, or the commencement date of the Owner Licence, established under clause 3.1.2, (whichever is the later);

Retail Hours means the hours between 7.00 am and 10.00 pm, 7 days per week.

Road Safety Act Licence means a licence in respect of the Council Licence Area granted pursuant to section 90D of the *Road Safety Act* 1986 authorising Council to impose and enforce the car parking and traffic controls specified in section 90D of the *Road Safety Act* 1986.

Specified Dimensions means the maximum height and length of vehicles identified and delineated on the Endorsed Plans.

Specified Works means reconfiguring the layout of the car park, constructing a building or structure on any part of the Council Land or changing the use of the Council Land.

Subject Land means the land situated at 76-78 Doncaster Road, Balwyn North being the land referred to in Certificates of Title Volume 7334 Folio 791 and Volume 5583 Folio 446 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

Traffic Mitigation Works Plan means a plan detailing traffic mitigation works in Marwal Avenue immediately south of the public car park access. The Traffic Mitigation Works Plan must include a narrowing of the road with a 5.5 metre wide bluestone threshold treatment and landscaped sideages constructed to the satisfaction of Council.

Vehicular Accessway means the vehicular accessway over the Council Land required to be constructed with a minimum width at any point and a maximum height above natural ground level as identified and delineated on the Endorsed Plan.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

AK503891X

05/08/2013 \$113 173





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- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

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3. Specific obligations of the Parties

3.1 Owner Licence

In consideration of the covenants, conditions and agreements in this Agreement reserved and contained and on the part of the Owner to be observed and performed:

- 3.1.1 Council hereby grants the Owner Licence to the Owner;
- 3.1.2 the Owner Licence will commence concurrently with the commencement of the use allowed by the Planning Permit;
- 3.1.3 the term of Owner Licence will be 90 years from the date in clause 3.1.2;
- 3.1.4 if Council determines to undertake the Specified Works, Council may vary the Owner Licence to provide an alternative access route on the Council Land;
- 3.1.5 the Owner must ensure that the Vehicular Accessway is not used by vehicles exceeding the Specified Dimensions;
- 3.1.6 the licence fee for the Owner Licence is \$8,250 per annum plus GST, payable annually in advance on and from the commencement of this licence under clause 3.1.2;
- 3.1.7 the licence fee in clause 3.1.6 is adjusted on each CPI Adjustment Date to the amount equal to the licence fee payable immediately prior to the CPI Adjustment Date multiplied by the Current CPI and divided by the Previous CPI;
- 3.1.8 on the next due date for payment of the licence fee after the Owner receives notice of the adjusted licence fee from Council under clause 3.1.7, the Owner must pay the adjusted licence fee to Council;
- 3.1.9 if the Owner does not comply with clauses 3.1.6 or 3.1.8 on time, the Owner must pay Council interest at the rate prescribed from time to time under section 2 of the *Penalty Interest Rates Act 1983* (Vic) on the amount unpaid, calculated from the date the relevant amount was due for payment until and including the date on which it is paid to Council;
- 3.1.10 the Owner must comply with all laws with respect to the exercise of the rights conferred by the Owner Licence;
- 3.1.11 the Owner must maintain the Owner Licence Area, at its own cost and in accordance with Council's standard maintenance requirements for a public car park; and



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- 3.1.12 the Owner must carry out and comply with the matters in clause 3.3 and clause 3.4 of this Agreement; and
- 3.1.13 the Owner Licence will terminate immediately if the Owner Licence Area ceases to be used as required under clause 4.1.

3.2 Council Licence

In consideration of the covenants, conditions and agreements in this Agreement reserved and contained and on the part of the Council to be observed and performed:

- 3.2.1 the Owner hereby grants the Council Licence to Council;
- 3.2.2 the Council Licence will commence on the date this Agreement is recorded in the Register on the Certificate of Title for the Subject Land;
- 3.2.3 the Council Licence will end:
 - (a) 90 years from the date in clause 3.2.2;
 - (b) on the same date the Owner Licence ends in accordance with clause 3.1.3;
 - (c) 6 months after the date upon which one Party serves on the other Party written notice terminating the Council Licence; or
 - (d) 14 days after the service of a notice of default by one Party on the defaulting Party unless the default is remedied within those 14 days;

whichever is the earlier;

- 3.2.4 a licence fee of \$1.00 (including GST) is payable upon demand in respect of the Council Licence; and
- 3.2.5 Council must comply with all laws with respect to the exercise of the rights conferred by the Council Licence;
- 3.2.6 Council must maintain the Council Licence Area at its own cost in accordance with Council's standard maintenance requirements for a public car park; and
- 3.2.7 Council must carry out and comply with the matters in clause 3.3 and clause 3.4 of this Agreement.

3.3 Indemnity

The Parties agree that:

- 3.3.1 the Owner must indemnify and keep indemnified Council at all times in respect of all claims of any nature whatsoever which Council may incur in connection with or relating to any liability, claim, action, demand or proceeding arising from or attributable to the use of the Owner Licence Land by the Owner, its employees, contractors, agents, licensees and customers in accordance with this Agreement and the Owner Licence; and
- 3.3.2 Council must indemnify and keep indemnified the Owner at all times in respect of all claims of any nature whatsoever which the Owner may incur in connection with or relating to any liability, claim, action, demand or proceeding arising from or attributable to the use of the Council Licence





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Land by Council, its employees, contractors, agents, licensees and customers in accordance with this Agreement and the Council Licence.

3.4 Public Liability Insurance

The Parties agree that:

Owner's Insurance

- 3.4.1 prior to commencing the use allowed by the Planning Permit, the Owner must take out and maintain public liability insurance in respect of the Owner's use of the Council Land pursuant to the Owner Licence with an insurer approved by Council for an amount of \$20 million, concerning one single event (or such greater sum as reasonably required by Council in writing from time to time) at the cost of the Owner;
- 3.4.2 the Owner must ensure that Council is listed as an interested party on the Owner's Insurance Policy;
- 3.4.3 the Owner must maintain the Owner's Insurance Policy for as long as the Owner Licence Area is used for vehicular access to the Subject Land; and
- 3.4.4 the Owner must provide a certificate of currency for the Owner's Insurance Policy to Council within 14 days after receiving a written request for such certificate from Council.

Council's Insurance

- 3.4.5 Council must maintain public liability insurance in respect of Council's use of the Subject Land pursuant to the Council Licence;
- 3.4.6 Council must maintain Council's Insurance Policy for as long as the Council Licence Area is used by Council for public car parking in association with public car parking on the Council Land; and
- 3.4.7 Council must provide a certificate of currency for Council's Insurance Policy to the Owner within 14 days after receiving a written request for such certificate from the Owner.

4. Specific obligations of the Owner

4.1 Council Licence Area

The Owner covenants and agrees that the Owner must:

- 4.1.1 make available the Council Licence Area:
 - (a) for the purposes of public car parking;
 - (b) to the public at large;
 - (c) for use during the Retail Hours free of charge; and

to the satisfaction of Council; and

AK503891X

05/08/2013 \$113 173



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- 4.1.2 not at any time exclusively use or occupy the Council Licence Area or allow the Owner's employees, contractors, agents, invitees or customers to exclusively use or occupy the Council Licence Area.

4.2 Road Safety Act Licence

The Owner covenants and agrees that:

- 4.2.1 the Owner grants Council the Road Safety Act Licence for the Consideration;
- 4.2.2 the Road Safety Act Licence will commence concurrently with the commencement of the use authorised by the Planning Permit; and
- 4.2.3 the Road Safety Act Licence will end:
 - (a) after 90 years from the date in 4.2.2; or
 - (b) 14 days after the service of a notice of default by one Party on the defaulting Party unless the default is remedied within 14 days;

whichever is the earlier.

4.3 Pedestrian access

The Owner covenants and agrees that Council will be entitled to close off once per year any pedestrian access through the Subject Land connecting to the Council Land.

4.4 No interest in land

The Owner covenants and agrees that:

- 4.4.1 this Agreement does not create in favour of the Owner, its tenants, occupiers and invitees, any estate or interest in or over the Council Land other than a contractual right, and the rights granted under clause 3.1 do not and will not at any time constitute an easement, a lease, a right in the nature of a right of way, a road or a public highway; and
- 4.4.2 any rights of access, including but not limited to vehicular and pedestrian access, enjoyed by the Owner, its tenants, occupiers and invitees over the Council Land may only be exercised with the express permission of Council.

4.5 Traffic Mitigation Works

The Owner covenants and agrees that, prior to commencing the use allowed by the Planning Permit:

- 4.5.1 the Owner will submit the Traffic Mitigation Works Plan to Council for approval; and
- 4.5.2 Council will carry out the works in accordance with the Traffic Mitigation Works Plan at the full cost of the Owner.

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5. Owner's further obligations

5.1 Notice and registration

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

5.2 Further actions

The Owner:

5.2.1 must do all things necessary to give effect to this Agreement;

5.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so, including:

- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

5.3 Council's costs to be paid

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, the Owner must pay to Council, Council's costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.

6. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

7. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

8. Successors in title

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

- 8.1 give effect to this Agreement; and
- 8.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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9. General matters

9.1 Notices

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

- 9.1.1 personally on the person;
- 9.1.2 by leaving it at the person's current address for service;
- 9.1.3 by posting it by prepaid post addressed to that person at the person's current address for service;
- 9.1.4 by facsimile to the person's current number for service; or
- 9.1.5 by email to the person's current email address for service.

9.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

9.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

9.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

9.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

9.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

10. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.



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11. Ending of Agreement


- 11.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement.
- 11.2 After the Agreement has ended, Council will, at the Owner's written request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the record of this Agreement.





Signed, sealed and delivered as a deed by the Parties.

05/08/2013 \$113 173

Witness 

)

Corporations Act 2001.

PETER ROUPAS-

Signature of Sole Director and Sole
Company Secretary

Print full name

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Signature of Director

PETER ROUPA
Print full name

acting as attorney for
SAM ROUPAS pursuant
to Enduring Power of Attorney
made on 27th June 2013.

Signature of Director (or Company Secretary)

PETER ROUPAS
.....
Print full name



Maddocks

Mortgagee's Consent

National Australia Bank Ltd as Mortgagee under Instruments of mortgage No. AD408103U and AD408513Y consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee in-possession, agrees to be bound by the covenants and conditions of this Agreement.

LEO DEL PONTE
SENIOR BUSINESS
BANKING MANAGER

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS745772N

The land in PS745772N is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 101 - 108, 110 - 115, 201 - 207, 209 - 213, 301 - 307, 309 - 312, 401, 403 - 405, G01, G10, G03, G04, G05, G06, G07, G08, G09.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

SUITE 114 370 ST KILDA ROAD MELBOURNE VIC 3004

AS494104A 02/09/2019

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. OC041353J 22/10/2018

Additional Owners Corporation Information:

OC041351N 22/10/2018

Notations:

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

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 101	79	79
Lot 102	91	91
Lot 103	91	91
Lot 104	99	99



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS745772N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 105	91	91
Lot 106	74	74
Lot 107	140	140
Lot 108	152	152
Lot 110	91	91
Lot 111	99	99
Lot 112	99	99
Lot 113	82	82
Lot 114	102	102
Lot 115	107	107
Lot 201	69	69
Lot 202	69	69
Lot 203	94	94
Lot 204	172	172
Lot 205	90	90
Lot 206	140	140
Lot 207	152	152
Lot 209	91	91
Lot 210	99	99
Lot 211	178	178
Lot 212	102	102
Lot 213	107	107
Lot 301	69	69
Lot 302	69	69
Lot 303	94	94
Lot 304	223	223
Lot 305	74	74
Lot 306	140	140
Lot 307	152	152



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS745772N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 309	91	91
Lot 310	98	98
Lot 311	166	166
Lot 312	161	161
Lot 401	97	97
Lot 403	194	194
Lot 404	221	221
Lot 405	152	152
Lot G01	124	124
Lot G10	228	228
Lot G03	91	91
Lot G04	99	99
Lot G05	116	116
Lot G06	90	90
Lot G07	152	152
Lot G08	276	276
Lot G09	254	254
Total	6191.00	6191.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS745772N

The land in PS745772N is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 101 - 108, 110 - 115, 201 - 207, 209 - 213, 301 - 307, 309 - 312, 401, 403 - 405, G01, G03, G04, G05, G06, G07.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

SUITE 114 370 ST KILDA ROAD MELBOURNE VIC 3004

AS494104A 02/09/2019

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. OC041354G 22/10/2018

Additional Owners Corporation Information:

OC041352L 22/10/2018

Notations:

FOLIO OF THE REGISTER FOR COMMON PROPERTY NO. 2 IS IN THE NAME OF OWNERS CORPORATION NO. 1
MEMBERS OF OWNERS CORPORATION NO. 2 ARE ALSO AFFECTED BY OWNERS CORPORATION NO. 1

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 101	79	79
Lot 102	91	91
Lot 103	91	91
Lot 104	99	99
Lot 105	91	91



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/06/2024 02:50:58 PM

OWNERS CORPORATION 2
PLAN NO. PS745772N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	74	74
Lot 107	140	140
Lot 108	152	152
Lot 110	91	91
Lot 111	99	99
Lot 112	99	99
Lot 113	82	82
Lot 114	102	102
Lot 115	107	107
Lot 201	69	69
Lot 202	69	69
Lot 203	94	94
Lot 204	172	172
Lot 205	90	90
Lot 206	140	140
Lot 207	152	152
Lot 209	91	91
Lot 210	99	99
Lot 211	178	178
Lot 212	102	102
Lot 213	107	107
Lot 301	69	69
Lot 302	69	69
Lot 303	94	94
Lot 304	223	223
Lot 305	74	74
Lot 306	140	140
Lot 307	152	152
Lot 309	91	91



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 18/06/2024 02:50:58 PM

OWNERS CORPORATION 2
PLAN NO. PS745772N

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 310	98	98
Lot 311	166	166
Lot 312	161	161
Lot 401	97	97
Lot 403	194	194
Lot 404	221	221
Lot 405	152	152
Lot G01	124	124
Lot G03	91	91
Lot G04	99	99
Lot G05	116	116
Lot G06	90	90
Lot G07	152	152
Total	5433.00	5433.00

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

Statement End.



Imaged Document Cover Sheet




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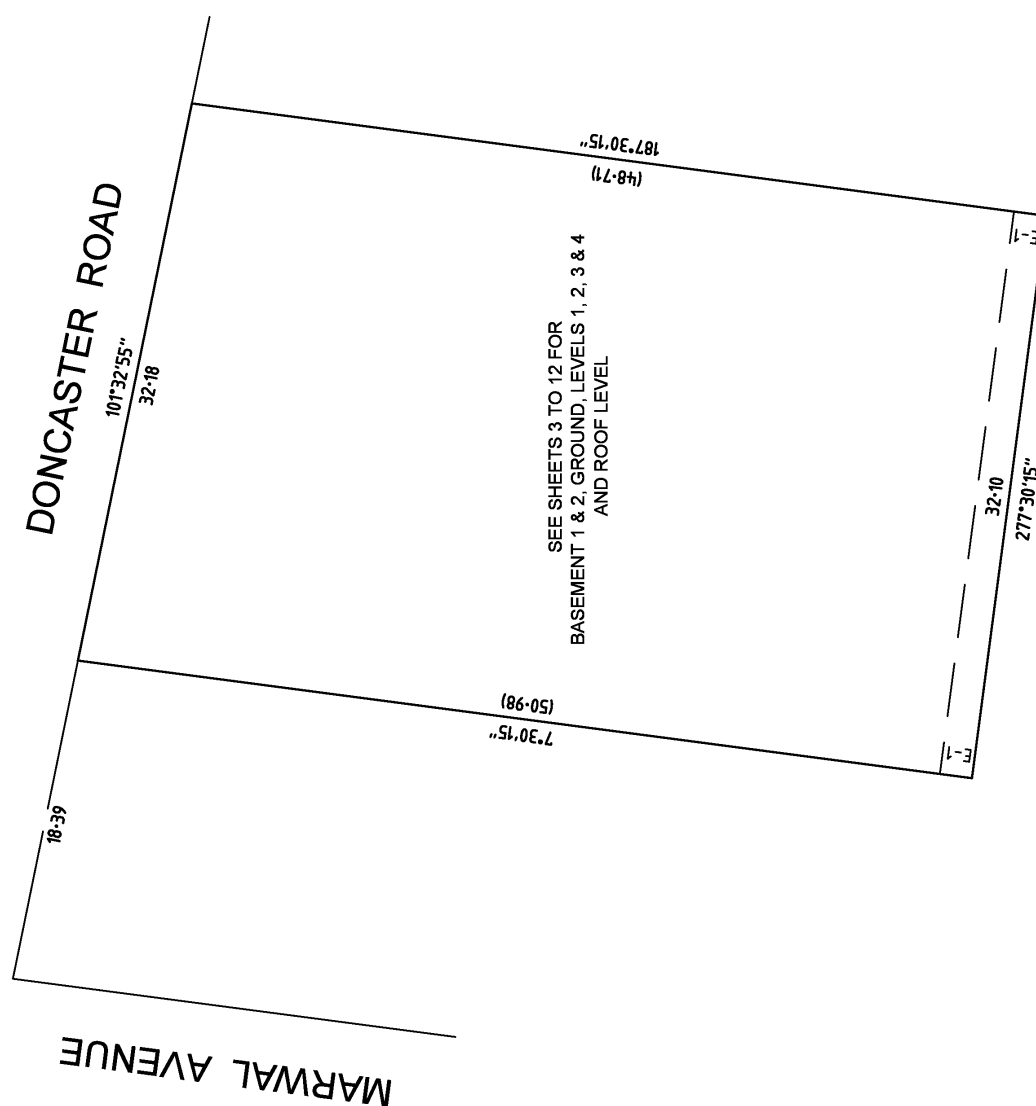
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Document Identification	PS745772N
Number of Pages (excluding this cover sheet)	14
Document Assembled	18/06/2024 14:50

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PLAN OF SUBDIVISION			EDITION 1		PS 745772N	
LOCATION OF LAND			Council Name: Boroondara City Council			
PARISH: BOROONDARA			Council Reference Number: Subcer18/00041			
TOWNSHIP: -			Planning Permit Reference: Pp18/00221			
SECTION: -			SPEAR Reference Number: S117195V			
CROWN ALLOTMENT: -			Certification			
CROWN PORTION: -			This plan is certified under section 6 of the Subdivision Act 1988			
TITLE REFERENCE: VOL 7334 FOL 791, VOL 5583 FOL 446			Statement of Compliance			
LAST PLAN REFERENCE: TP 537576L (LOT 1), LP 9847 (LOT 3)			This is a statement of compliance issued under section 21 of the Subdivision Act 1988			
POSTAL ADDRESS: 76-78 DONCASTER ROAD, BALWYN NORTH 3104			Public Open Space			
MGA 94 CO-ORDINATES: E: 330 255 ZONE: 55			A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied			
(of approx centre of land in plan) N: 5 815 380			Digitally signed by: Julia Smith for Boroondara City Council on 09/10/2018			
VESTING OF ROADS AND/OR RESERVES			NOTATIONS			
IDENTIFIER		COUNCIL/BODY/PERSON		Boundaries shown by thick continuous lines are defined by buildings.		
NIL		NIL		<u>Location of Boundaries defined by buildings:</u>		
				Median : Boundaries shown thus 		
				Interior Face : All other boundaries.		
				Common Property No.1 is all the land in the Plan except the Lots and Common Property No.2 and includes the structure of any wall, floor, ceiling, window, door, balustrade which define boundaries.		
				All columns, slabs, beams, service ducts, pipe shafts, cable ducts and service installations within the building are deemed to be part of Common Property No.1. The positions of these columns, slabs, beams, service ducts, pipe shafts, cable ducts and service installations may not have been shown on the diagrams contained herein.		
				This Plan contains car stacking mechanisms. All carstackers, which may not have been shown on the diagrams contained herein, are deemed to be part of Common Property No.1.		
				Distances shown thus 1*60* are to the exposed face.		
				Lots G02, 109, 208, 308, & 402 have been omitted from this Plan.		
				CP - Common Property		
				P - Projection		
				 Denotes Structure - Non Boundary		
NOTATIONS						
DEPTH LIMITATION Does Not Apply						
LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.						
SURVEY: This plan is based on survey.						
This survey has been connected to permanent marks No(s): PM300 In Proclaimed Survey Area No. -						
STAGING: This is not a staged subdivision. Planning Permit No. -						
EASEMENT INFORMATION						
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						
Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this Plan.						
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of		
E-1	DRAINAGE & SEWERAGE	1*83	LP 9847	LOTS ON LP 9847		
E-1	SEWERAGE	1*83	THIS PLAN	YARRA VALLEY WATER		
E-2	CARRIAGEWAY FOR THE PURPOSE OF INGRESS & EGRESS OF THE CARSTACKING MECHANISM FOR THE RELEVANT ABUTTING LOTS ONLY (LIMITED IN HEIGHT)	SEE DIAG.	THIS PLAN	RELEVANT LOTS IN THIS PLAN		
E-1	DRAINAGE	1*83	THIS PLAN	BOROONDARA CITY COUNCIL		
LAND DIMENSIONS		A.C.N. 129 548 054 Level 1 Suite 2 327 Police Road, Mulgrave Tel: (03) 9790 0399 www.landdimensions.net.au		SURVEYORS FILE REF: 18241S		
		Digitally signed by: Mark Sean Howley (Land Dimensions Pty Ltd), Surveyor's Plan Version (G), 02/10/2018, SPEAR Ref: S117195V		ORIGINAL SHEET SIZE: A3		
				SHEET 1 OF 14		
				Land Use Victoria Plan Registered 03:37 PM 22/10/2018 Assistant Registrar of Titles		



SITE DIAGRAM
DIAGRAM 1

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www.landdimensions.net.au

SCALE

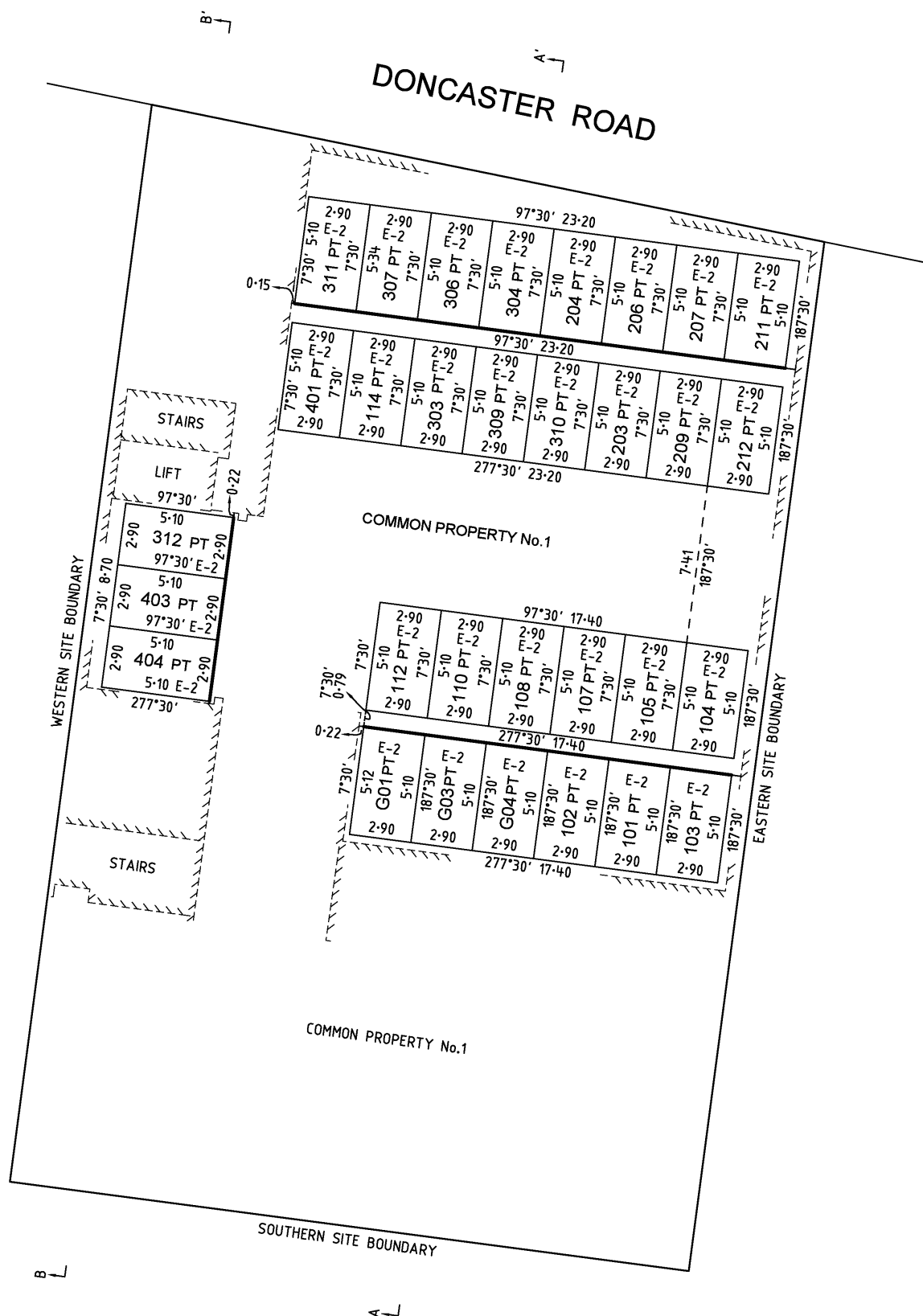
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LENGTHS ARE IN MILLIMETERS

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PS 745772N



BASEMENT LEVEL 1
DIAGRAM 2

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SCALE
1:200

2 0 4 8
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SHEET 3

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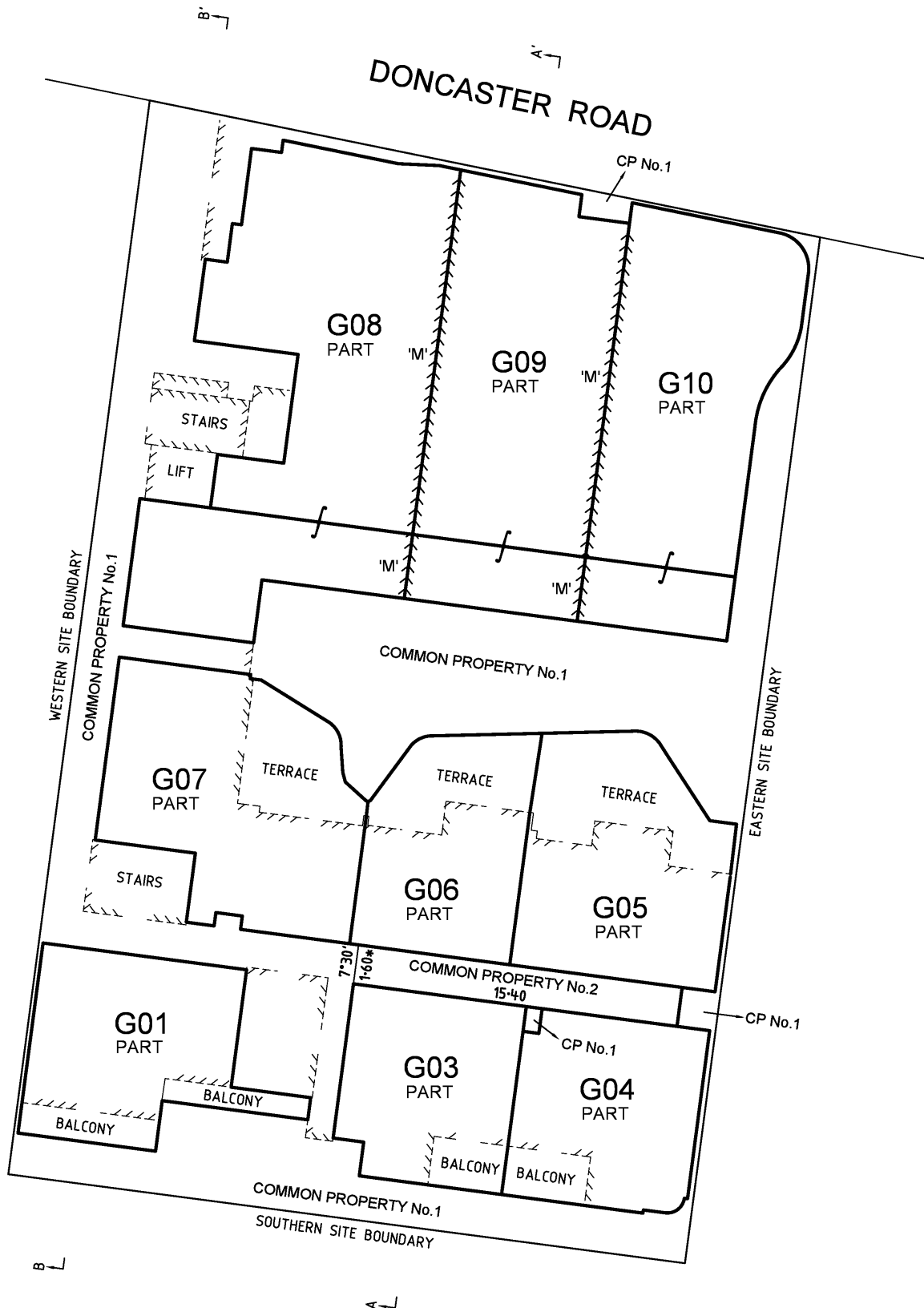
N
MGA94 Zone 55



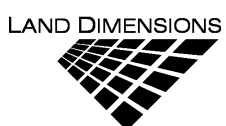
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MGA94 Zone 55



PS 745772N

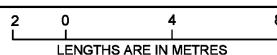


GROUND LEVEL
DIAGRAM 5



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SCALE
1:200



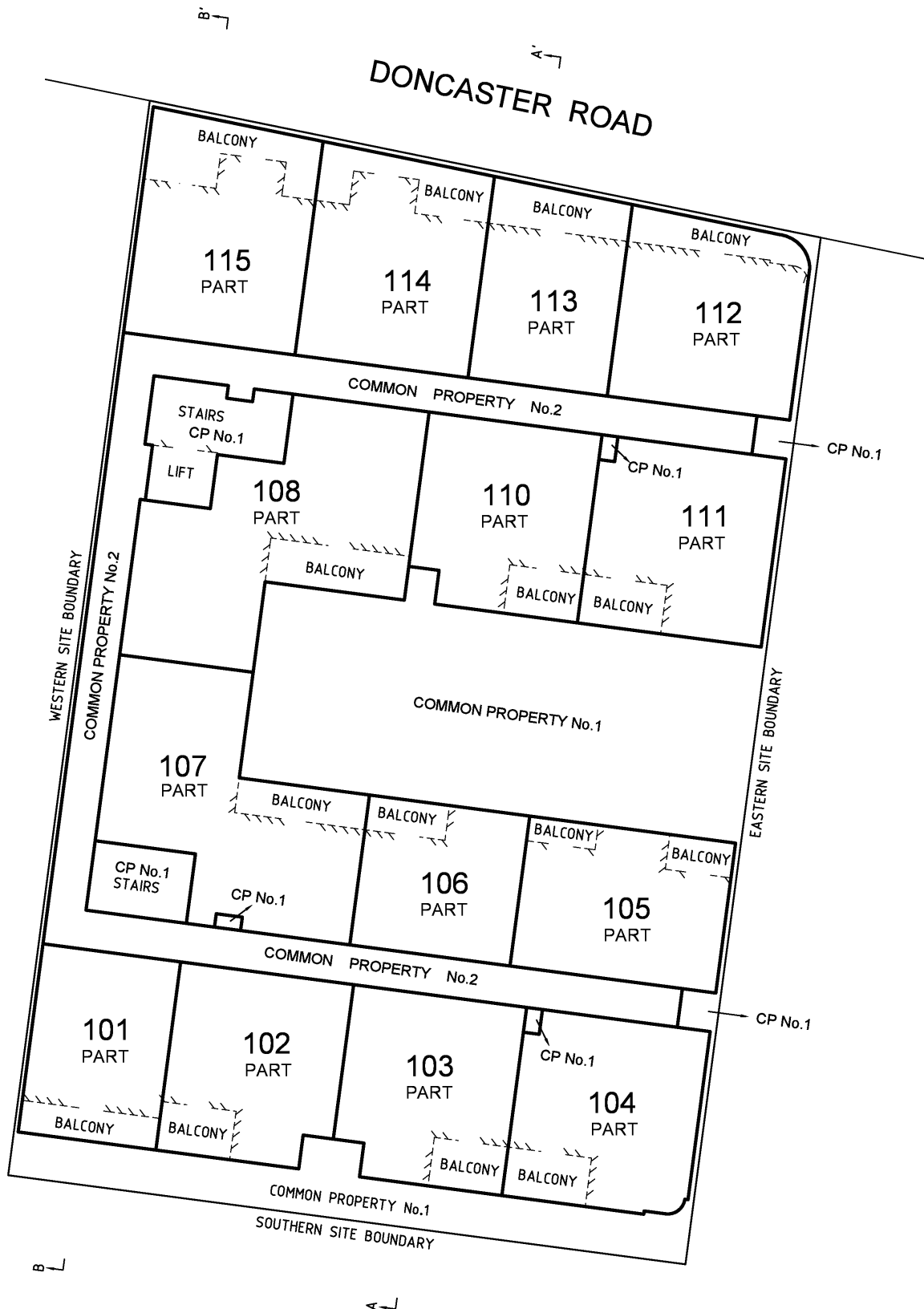
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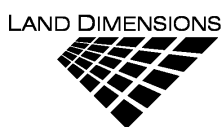
SHEET 7

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LEVEL 1
DIAGRAM 6



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SCALE
1:200

2 0 4 8
LENGTHS ARE IN METRES

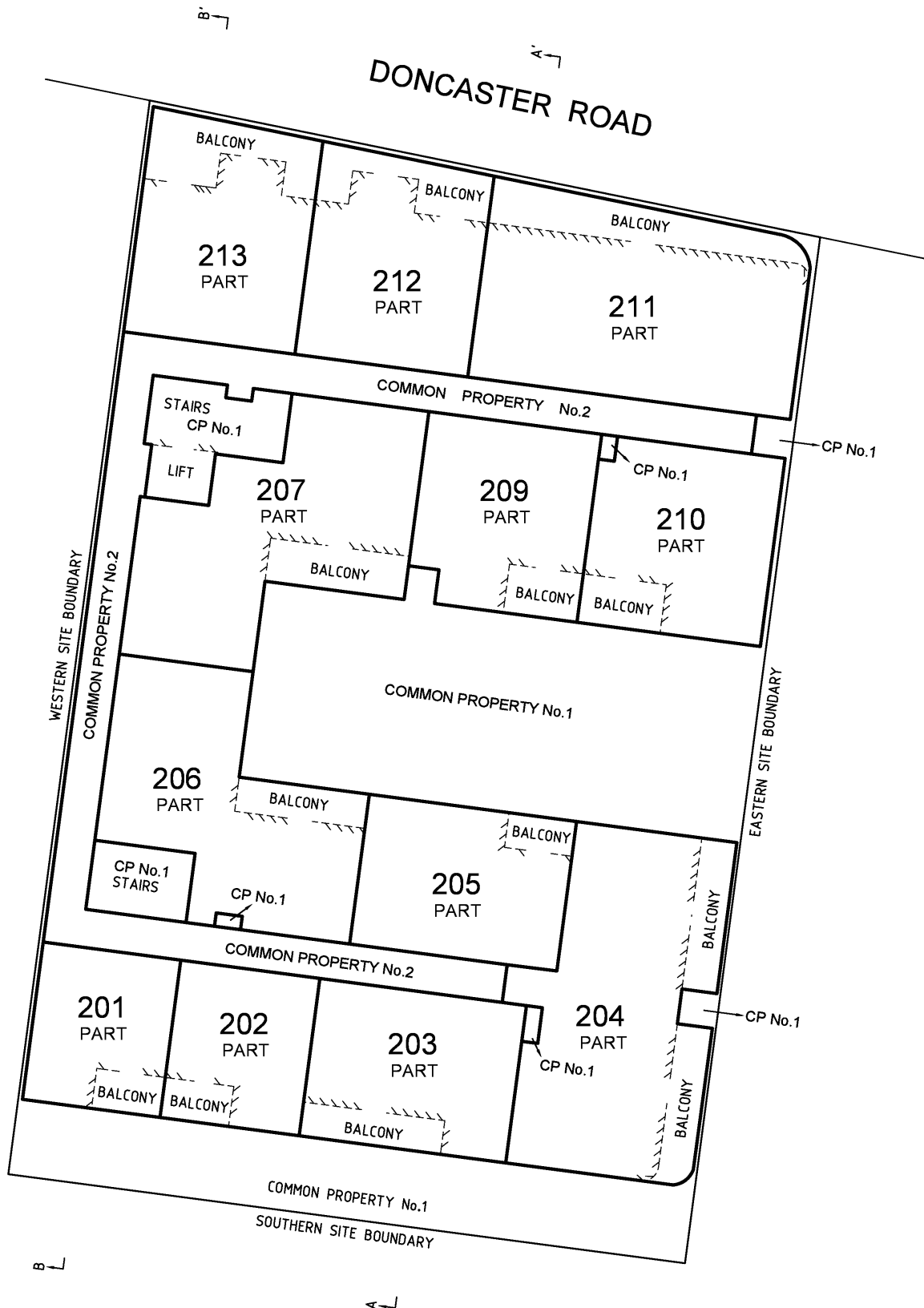
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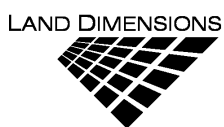
SHEET 8

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LEVEL 2
DIAGRAM 7



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SCALE
1:200

2 0 4 8
LENGTHS ARE IN METRES

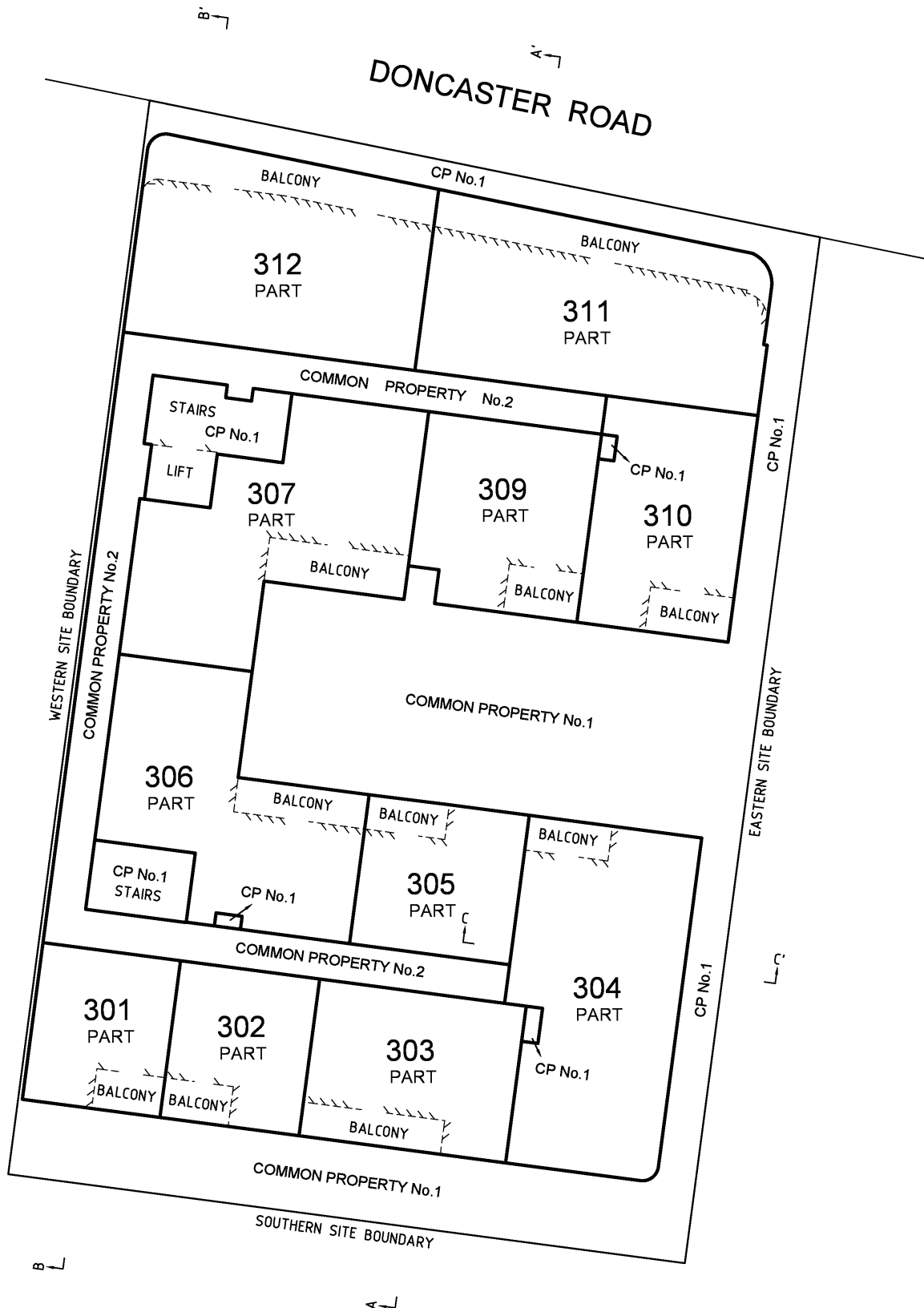
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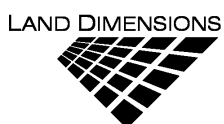
SHEET 9

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LEVEL 3
DIAGRAM 8



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SCALE
1:200

2 0 4 8
LENGTHS ARE IN METRES

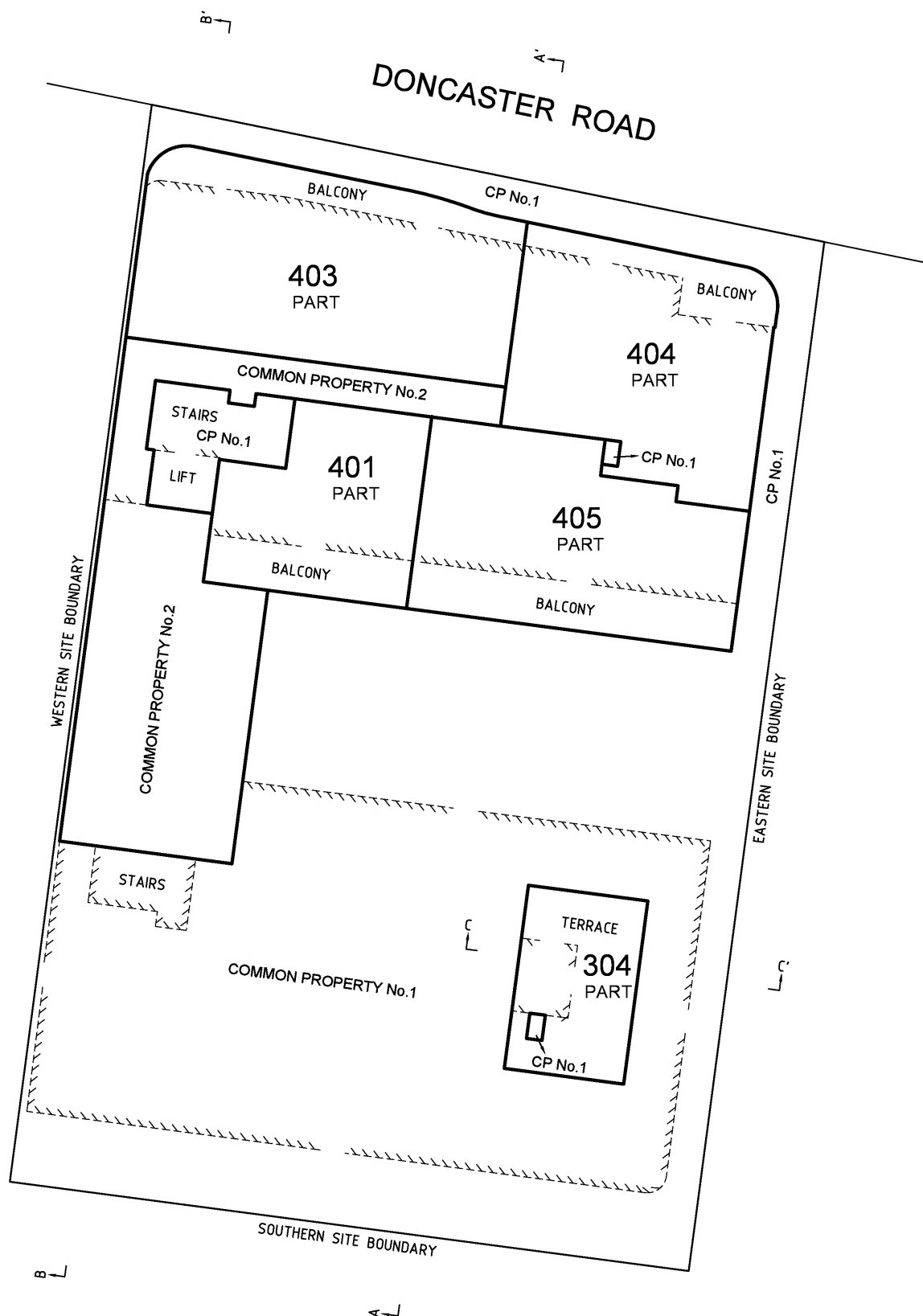
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SHEET 10

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LEVEL 4
DIAGRAM 9

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SCALE
1:200

2 0 4 8
LENGTHS ARE IN METRES

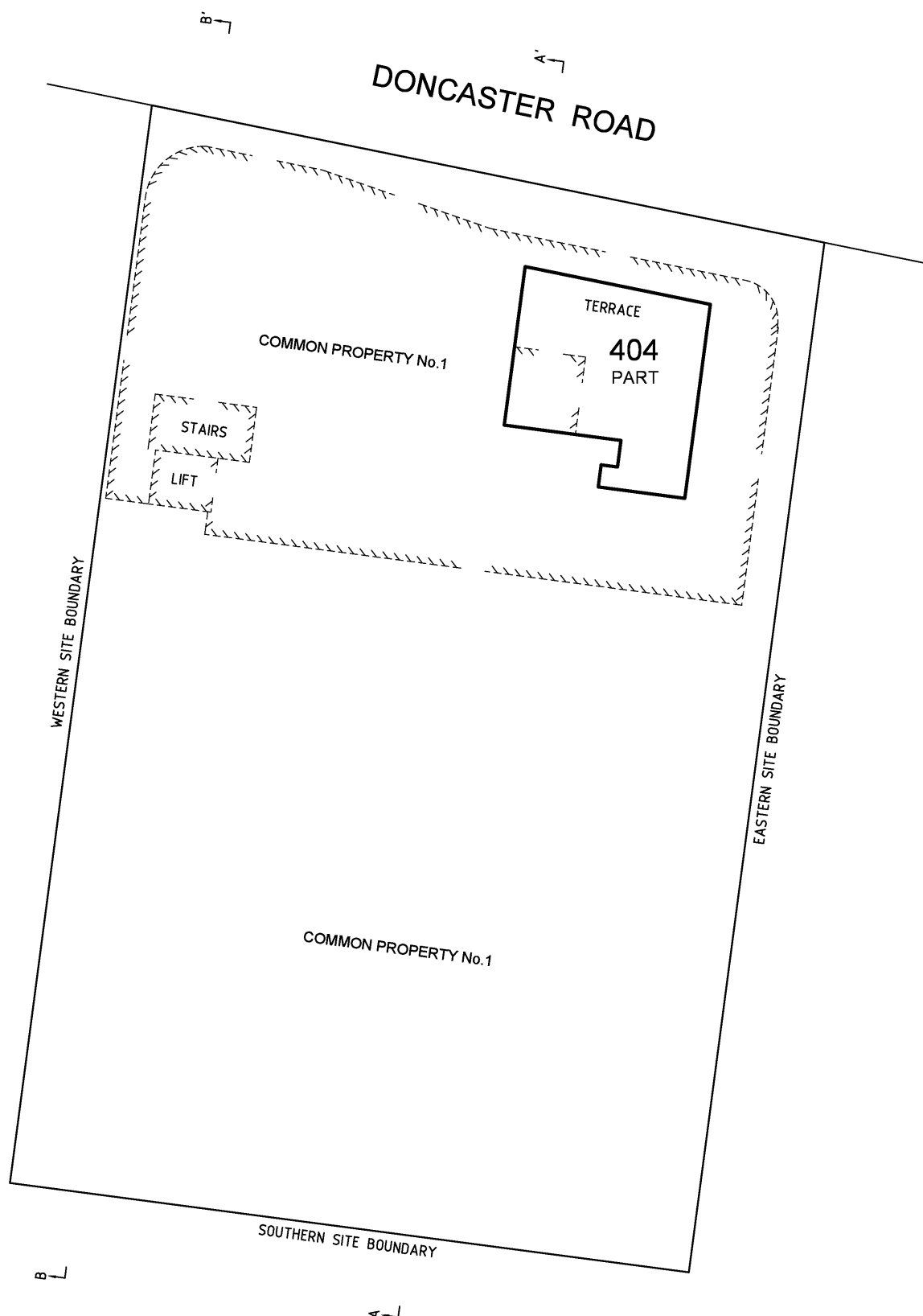
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SHEET 11

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PS 745772N



ROOF LEVEL
DIAGRAM 10

LAND DIMENSIONS



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SCALE
1:200

2 0 4 8
LENGTHS ARE IN METRES

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Surveyor's Plan Version (G),
02/10/2018, SPEAR Ref: S117195V

ORIGINAL SHEET
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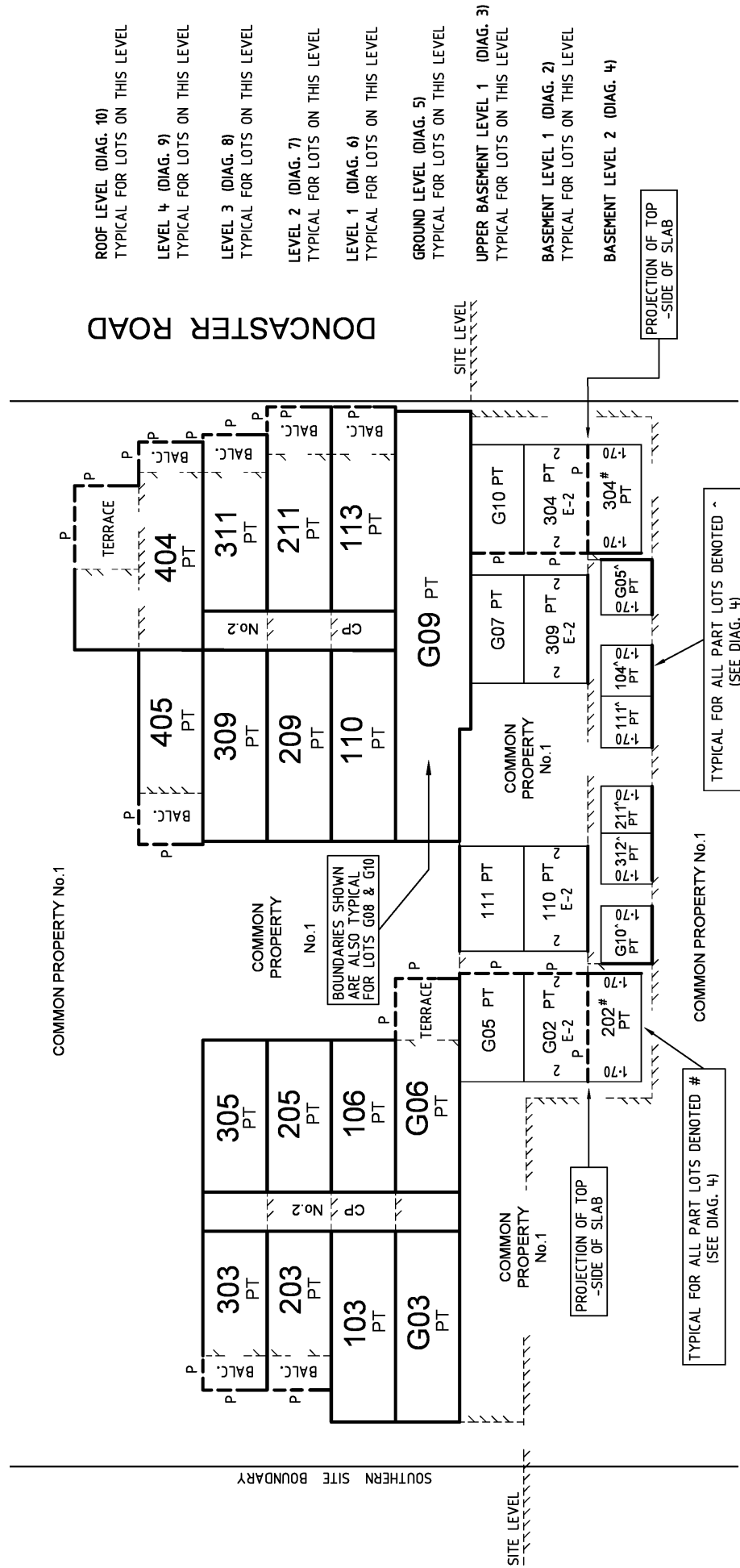
SHEET 12

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09/10/2018,
SPEAR Ref: S117195V

Note:

All horizontal projections shown herein represent the projection of the underside of the internal ceiling of that respective lot, unless otherwise shown or described.

PS 745772N



DONCASTER ROAD

COMMON PROPERTY No.1

SOUTHERN SITE BOUNDARY

SITE LEVEL

SITE LEVEL

PROJECTION OF TOP
-SIDE OF SLAB

TYPICAL FOR ALL PART LOTS DENOTED #
(SEE DIAG. 4)

COMMON PROPERTY No.1

TYPICAL FOR ALL PART LOTS DENOTED ~
(SEE DIAG. 4)

SECTION A-A'
NOT TO SCALE

ROOF LEVEL (DIAG. 10)
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 4 (DIAG. 9)
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 3 (DIAG. 8)
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 2 (DIAG. 7)
TYPICAL FOR LOTS ON THIS LEVEL

LEVEL 1 (DIAG. 6)
TYPICAL FOR LOTS ON THIS LEVEL

GROUND LEVEL (DIAG. 5)
TYPICAL FOR LOTS ON THIS LEVEL

UPPER BASEMENT LEVEL 1 (DIAG. 3)
TYPICAL FOR LOTS ON THIS LEVEL

BASEMENT LEVEL 1 (DIAG. 2)
TYPICAL FOR LOTS ON THIS LEVEL

BASEMENT LEVEL 2 (DIAG. 4)



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Level 1 Suite 2
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Tel: (03) 9790 0399
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SPEAR Ref: S117195V

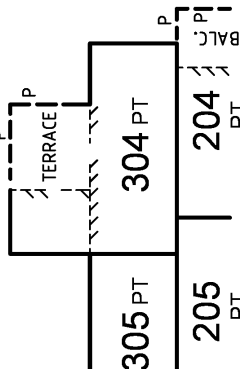
ORIGINAL SHEET
SIZE: A3

SHEET 13

COMMON PROPERTY No.1

LEVEL 4 (DIAG. 9)

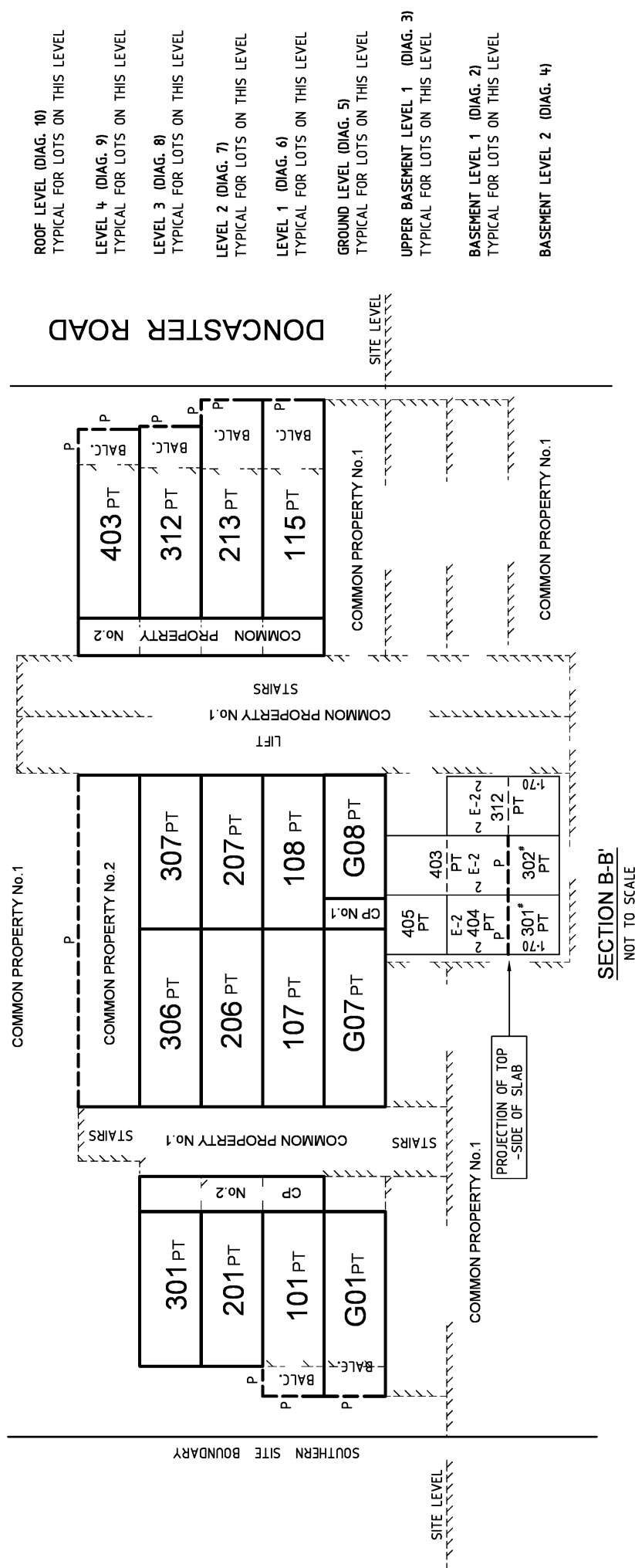
LEVEL 3 (DIAG. 8)



SECTION C-C'
NOT TO SCALE

Note:

All horizontal projections shown herein represent the projection of the underside of the internal ceiling of that respective lot, unless otherwise shown or described.



SECTION B-B'
NOT TO SCALE



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SHEET 14

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SPEAR Ref: S117195V

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Surveyor's Plan Version (G),
02/10/2018, SPEAR Ref: S117195V

Email: boroondara@boroondara.vic.gov.auWebsite: www.boroondara.vic.gov.au

Telephone: 9278 4444

ABN: 83 441 314 965

Annual valuation
and rate notice

1 July 2023 to 30 June 2024



Mr J Tsalikis & Mrs T Tsalikis
42 Fintonia Street
BALWYN NORTH VIC 3104

C60

R0_623650

PROPERTY LOCATION
401/78 Doncaster Road
BALWYN NORTH VIC 3104

AVPCC (see reverse for definition)
Residential
125-Strata Unit or Flat

Property number	719360
Issue date	03/08/2023
Reference number	07411788
Date rates declared	19/06/2023
Capital improved value	\$470,000
Site value	\$95,000
Net annual value	\$23,500
Ward	Bellevue

Arrears due immediately \$0.00

ARREARS

\$0.00

Unless you have a current payment plan or deferral, any arrears are due immediately to avoid further interest. If you are experiencing financial hardship, please see back of notice for further information.

DETAILS OF RATES AND CHARGES 2022/23

Waste Environment Levy	Environmental Levy	\$126.00
General Rate	12864561 c/\$ on CIV	\$604.60
SUB TOTAL:		\$730.60

DETAILS OF STATE GOVERNMENT FIRE SERVICES PROPERTY LEVY

Fire Service Levy Residential Fixed Charge	\$125	\$125.00
Fire Service Levy Residential Variable Rate	(.000046 X CIV)	\$21.62
SUB TOTAL:		\$146.62

OPTION 1: Payment in full

by 31 August 2023 \$862.61

OPTION 2: Payment in full

by 15 February 2024 \$877.22

OPTION 3: Payment in 4 instalments

by 30/09/2023 \$220.22 ✓

by 30/11/2023 \$219.00 ✓

by 29/02/2024 \$219.00 ✓

by 31/05/2024 \$219.00 ✓

If first payment is not received by 30/09/2023,
balance will be due by 15/02/2024

TOTAL RATES AND CHARGES 2023/24 \$877.22

TOTAL AMOUNT DUE WITH ARREARS \$877.22

Penalty interest: Late payments will be charged at 10% interest per annum.
Please refer to the back of the notice for more information.

Payments may not be shown on this notice if they were made on or after:
25/07/2023

To register for email notices: boroondara.enotices.com.au
Reference No: 4B95BD814M

OPTION 4: Direct debit payment in

10 monthly instalments

(by arrangement only)

by 31/08/2023 \$85.22

Thereafter 9 payments

payable on the last

day of the month of

\$88.00

Owner Mr J Tsalikis & Mrs T Tsalikis

Property address 401/78 Doncaster Road, BALWYN NORTH VIC 3104

Property number 719360

Date



Billpay Code: 0386
Reference No: 741 1788



Billpay Code: 93633
Reference No: 07411788



*386074117880087722



*386074117880022022

Your quarterly bill



Emailed to: j.tsalikis@msslogistics.com.au
MR J & MRS T TSALIKIS
UNIT 401/78 DONCASTER RD
BALWYN NORTH VIC 3104

Enquiries Faults (24/7)

1300 304 688
13 27 62

Account number 53 2585 3286
Invoice number 5320 3830 87792
Issue date 12 Apr 2024
UNIT 401, 78 DONCASTER RD
Property address BALWYN NORTH
Property reference 5190375, LOT 401
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Summary

Previous bill	\$245.17
Payment received thank you	-\$245.17
Balance carried forward	\$0.00
This bill	
Usage charges	\$50.16
Service charges	
Water supply system	\$20.03
Sewerage system	\$114.47
Other authority charges	
Waterways and drainage	\$29.38
Parks	\$21.10
Total this bill (GST does not apply)	\$235.14
Total balance	\$235.14



Important note

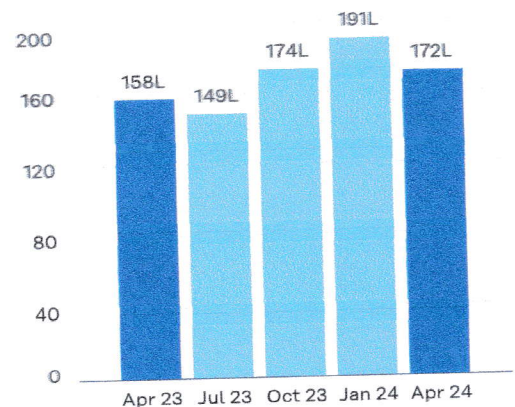
Your bill includes the parks charge, which is now billed quarterly.



- Usage charges
- Service charges
- Other authority charges

Your household's daily water use

Target 150L of water use per person, per day.



Your daily spend



Your quarterly bill



Emailed to: j.tsalikis@msslogistics.com.au
MR J & MRS T TSALIKIS
UNIT 401/78 DONCASTER RD
BALWYN NORTH VIC 3104

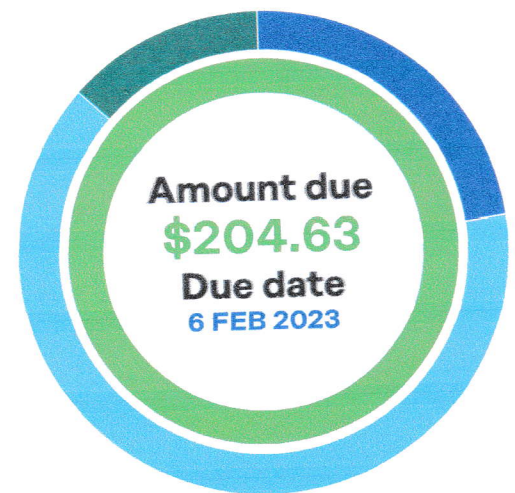
Enquiries Faults (24/7)

1300 304 688
13 27 62

Account number 53 2585 3286
Invoice number 5320 9523 82645
Issue date 16 Jan 2023
Property address UNIT 401, 78 DONCASTER RD
Property reference BALWYN NORTH
5190375, LOT 401
Tax Invoice Yarra Valley Water ABN 93 066 902 501

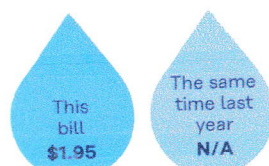
Summary

Previous bill	\$189.27
Payment received thank you	-\$189.27
Balance carried forward	\$0.00
This bill	
Usage charges	
Water usage	\$34.23
Sewage disposal	\$12.67
Service charges	
Water supply system	\$19.47
Sewerage system	\$111.22
Other authority charges	
Waterways and drainage	\$27.04
Total this bill (GST does not apply)	\$204.63
Total balance	\$204.63



- Usage charges
- Service charges
- Other authority charges

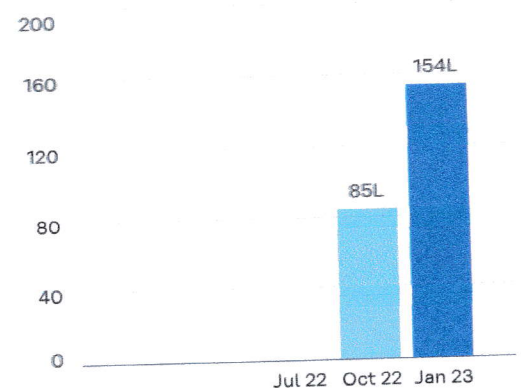
Your daily spend



Excludes other authority charges.

Your household's daily water use

Target 155L of water use per person, per day.



Average use for three consecutive days

Owners Corporation Certificate

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

OC Number	745772-1
Property	NoBa (PS745772N - OC1) Lot 401 78 Doncaster Road, BALWYN NORTH
Vendor	Jim & Toni Tsalikis
BPAY Reference	Biller Code: 96503 Ref: 223508193 44355
This certificate is issued for Lot 401, Plan No. 745772-1	

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

IMPORTANT: The information in this certificate is issued on **11/06/2024**. You should obtain an update over the phone immediately prior to settlement.

- a) The present fees for the above Lot are **\$4259.10 per annum**, due quarterly in advance.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Period	01/07/2023	01/10/2023	01/01/2024	01/04/2024
Amount	\$908.50	\$908.50	\$1,221.05	\$1,221.05

- b) The fees are paid up until **30/06/2024**. If settlement should occur on or after any due date the next fee instalment will also be due and payable
- c) Outstanding fees and charges presently total **\$0.00**, plus penalty interest amount of **\$0.00**.
- d) The following special fees or charges have also been raised and will be payable on the dates indicated below-

Due Date	Amount	Details
N/A		

- e) The Owners Corporation **does not** have any repairs, maintenance or other works that have either been completed or planned and which may incur additional charges, that have not been included in the annual fees or special levies above.
- f) The Owners Corporation holds the following insurance cover- refer to attached COC.

Insurer: Longitude Insurance Pty Ltd
Policy No: Q-LNG-STR-20206004
Period: 23/11/2023 - 23/11/2024

Insurance Type	Sum Insured
Building/Common Property	\$32,402,389.00
Public Liability	\$50,000,000.00
Office Bearers	\$1,000,000.00
Machinery Breakdown	\$100,000.00

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

h) The total financial position held by the Owners Corporation as at 11/06/2024 is as follows -

Administrative Fund	Maintenance Fund	Total
\$114,851.49	\$0.00	\$114,851.49

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

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

Contracts:

Mayfield Body Corporate Management Pty Ltd

Leases/Licences: available upon request.

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

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

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

n) The Owners Corporation has resolved to appoint a manager as follows:

Mayfield Body Corporate Management Pty Ltd
Suite 114, 370 St Kilda Road
Melbourne VIC 3004

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

Other information: Car stackers

The apartment has access to a parking garage that utilises car stackers. The stackers are operated by remote control and by a key console. A remote (for each parking bay) and key are required, and these should be obtained from the vendor. (Replacement remotes currently cost \$1750).

Car stacker Induction and Training must be undertaken prior to using the system.

p) A qualified technician will measure your vehicle and set up your allocated space, failure to be inducted could result in damage to your car and the equipment.

To arrange an induction please call: 1300 77 66 29 or submit your request online through their website: www.vertimaxaustralia.com.au

Please Note: Height/Weight restrictions apply to the stackers – refer to attached Car Stacker Operation Manual.

Stackers are not interchangeable.

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

IMPORTANT

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

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

Date of Issue:

11/06/2024

Prepared By:



Filomena Melino
Mayfield Body Corporate Management Pty Ltd

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

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

Owners Corporations Regulations 2018 SCHEDULE 3

Owners Corporations Regulations 2018 Reg. 17

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation.

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

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

Owners Corporation Certificate

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

OC Number	745772-2
Property	NoBa (PS745772N - OC2) Lot 401 78 Doncaster Road, BALWYN NORTH
Vendor	Jim & Toni Tsalikis
BPAY Reference	Biller Code: 96503 Ref: 241362193 44858
This certificate is issued for Lot 401, Plan No. 745772-2	

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

IMPORTANT: The information in this certificate is issued on **11/06/2024**. You should obtain an update over the phone immediately prior to settlement.

- a) The present fees for the above Lot are **\$895.10 per annum**, due quarterly in advance.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Period	01/07/2023	01/10/2023	01/01/2024	01/04/2024
Amount	\$245.50	\$245.50	\$202.05	\$202.05

- b) The fees are paid up until **30/06/2024**. If settlement should occur on or after any due date the next fee instalment will also be due and payable
- c) Outstanding fees and charges presently total **\$0.00**, plus penalty interest amount of **\$0.00**.
- d) The following special fees or charges have also been raised and will be payable on the dates indicated below-

Due Date	Amount	Details
N/A		

- e) The Owners Corporation **does not** have any repairs, maintenance or other works that have either been completed or planned and which may incur additional charges, that have not been included in the annual fees or special levies above.
- f) The Owners Corporation holds the following insurance cover- refer to OC1.
- g) The Owners Corporation **has not** resolved that members may arrange their own insurance under Section 63 of the Act.
- h) The total financial position held by the Owners Corporation as at 11/06/2024 is as follows -

Administrative Fund	Maintenance Fund	Total
\$44,820.54	\$0.00	\$44,820.54

- i) The Owners Corporation **does not** have any contingent liabilities that are not covered by the annual fees, special levies or repairs and maintenance as set out above.
- j) The Owners Corporation **has** granted any contracts, leases, licences or agreements affecting the common property.

Contracts:

Mayfield Body Corporate Management Pty Ltd

Leases/Licences: available upon request.

- k) The Owners Corporation **has not** resolved to provide any services to members, occupiers or the public.
- l) The Owners Corporation **has not** been served with any notices or orders in the last 12 months that have not been satisfied.
- m) The Owners Corporation **is not** a party to any proceedings or aware of any circumstances which may give rise to proceedings.
- n) The Owners Corporation has resolved to appoint a manager as follows:
Mayfield Body Corporate Management Pty Ltd
Suite 114, 370 St Kilda Road
Melbourne VIC 3004
- o) The Owners Corporation **is not** subject to the appointment of an administrator or a proposal for the appointment of an administrator.
- p) Other information: refer to OC1.

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A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.*

Date of Issue:

11/06/2024

Prepared By:



Filomena Melino
Mayfield Body Corporate Management Pty Ltd

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

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

Owners Corporations Regulations 2018 SCHEDULE 3

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OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS
CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

11.09.2023

**NOTICE OF INTERIM RESOLUTIONS
PS745772 OC 1 & 2
NOBA
76 – 78 DONCASTER RD BALWYN NORTH**

A quorum was not achieved at the Annual General Meeting held on 07.09.2023, there being less than 50% of lots or lot entitlement represented. Therefore, in accordance with Section 78 of the *Owners Corporations Act 2006*, all resolutions made at the meeting are interim resolutions.

Owners wishing to object to the resolutions made at this meeting have 29 days from the date of the meeting to notify the Manager in writing of their objections, seeking a Special General Meeting to be held.

Interim resolutions will become resolutions of the owners corporation 29 days from the date of the meeting if there are only 25% or less of objections, based on lot entitlements, to the decisions made, seeking a Special General Meeting to be called.

Section 78 *Owners Corporations Act 2006*.

78. Can a general meeting proceed even without a quorum?

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

(1A) Subject to subsections (1B) and (1C), the manager of an owners corporation may pass an interim resolution at a general meeting of the owners corporation if no lot owner is present (whether in person or by proxy) at the meeting.

(1B) The manager must not pass an interim resolution under subsection (1) that

(a) affects the contract of appointment of the manager; or

(b) involves an amount that is greater than 10% of the annual budget of the owners corporation; or

(c) if the annual budget has not been set for the relevant year, involves an amount that is greater than 10% of the annual budget of the owners corporation for the previous year.

(1C) An owners corporation, by ordinary resolution, may exclude or alter the power of the manager to make an interim resolution under subsection (1A).

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

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

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

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

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

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

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

11.09.2023

MINUTES OF 2023 ANNUAL GENERAL MEETING
PS745772 OC 1 & 2
NOBA
76 – 78 DONCASTER RD BALWYN NORTH

TIME: 5:15pm
 DATE: 7th September 2023
 LOCATION: Balwyn Library Room 1 – 336 Whitehorse Road BALWYN

ATTENDANCE:

Lot Number	Name	Lot Number	Name
110	Brenton Aisbett	303	Shijie Liu
203	Bhaskar & Varsha Banerjee	306	Maria Addison
204	John & Genevieve Short	403 (Unit 404)	Errol Muir
209	Hamid Malekizad	404 (Unit 403)	Elizabeth Chong
Filomena Melino – representative of Mayfield Body Corporate Management.			

- Chairperson**
IT WAS RESOLVED to appoint Filomena Melino as the chairperson of the meeting.
- Secretary**
IT WAS RESOLVED to appoint Filomena Melino as the secretary of the meeting.
- Proxies and Apologies**
 The following proxies and apologies were received:

Proxies		
Name	Lot	Appointed Representative
Rivy Nominees Pty Ltd	202	Richard Seeley
Kar Hwai Ng & Woon Sing Yoong	205	Errol Muir
David & Penelope Disher	211	Errol Muir

Apologies	
Name	Lot
Mrs Padmini Kongot & Mr Abhilash Aravallil	207

- Quorum**
 It was noted that in accordance with The Owners Corporation Act 2006, interim resolutions of the Owners Corporation become resolutions of the owner's corporation 29 days from the date of the interim resolutions.

5. Minutes of Previous Annual General Meeting

IT WAS RESOLVED to accept the minutes of the previous annual general meeting conducted on 1st March 2022.

6. Financial Reports - OC 1 & 2

IT WAS RESOLVED to accept the financial reports consisting of:

- 6.1. Balance Sheet as at 31.12.2022 and 30.06.2023
- 6.2. Statement of Income and Expenditure for the period 01.01.22–31.12.22 & 01.01.23–30.06.23.
- 6.3. Audit reports – year ending 31.12.2022 and six months ended 30.06.2023

7. Receive Reports

IT WAS RESOLVED to receive the following:

- 7.1. Manager's report
- 7.2. Committee's report – attached

8. Insurance

- 8.1. Members reviewed the insurance cover held by the Owners Corporation as follows:

Insurer	CHU
Policy Number	HU0006068367
Broker	Resolute Property Protect
Building Sum Insured	\$32,402,389.00
Liability Insurance	\$30,000,000.00
Office Bearer's Liability	\$1,000,000.00

- 8.2. **IT WAS RESOLVED** that the Manager is to forward insurance quotations and recommendations to the committee for their determination. Should no instructions be received by the Manager at least 2 business days prior to the renewal date, the Manager is authorised to arrange renewal in accordance with the recommendations provided by the current insurer/broker.

- 8.3. **IT WAS RESOLVED** that, where permitted under Section 23A of the Owners Corporation Act, costs associated with excess, increased premiums or damages incurred, will be levied to the responsible lot owner.

- 8.4. It was noted that the building was last valued for insurance purposes on 22.03.2022 with the recommended insurable sum at that time being \$29,456,717.

Notes on insurance: As an Authorised Representative Mayfield receives a commission upon placement of the Owners Corporation's insurance coverage. Further, in accordance with the *Financial Services Reform Act 2001* Mayfield is only authorised to provide factual advice to the Owners Corporation concerning insurance products. Mayfield are not authorised to provide personal advice that takes into account your personal needs, objectives and financial circumstances. Product Disclosure Statements (PDS) and Financial Services Guides (FSG) have been provided to the Owners Corporation and additional copies of these documents can be obtained by either contacting Mayfield's office or *Resolute Property Protect* directly.

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

9. Occupational Health and Safety

The motion that the Owners Corporation engages a contractor to conduct a Safety audit of the complex was **defeated**. Members advised that there are no safety concerns on common property that they are aware of, and that the committee will continue to monitor the common areas and report any items of concern.

10. Essential Safety Measures

Members noted that the essential safety measures of the building are being maintained and that an AESMR is being prepared annually.

11. Committee and Officeholders

a) **IT WAS RESOLVED** that a Management Committee be appointed and comprise of five members to hold office until the next Annual General Meeting:

Lot Number	Name
202	Richard Seeley
203	Bhaskar Banerjee
204	John Short
211	Penelope Disher
403	Errol Muir

b) **IT WAS RESOLVED** to elect Errol Muir as the Chairperson of the Owners Corporation.

12. Delegations

12.1. **IT WAS RESOLVED** to delegate all powers and functions of the Owners Corporation that may be rightfully delegated in accordance with Section 11 of the *Owners Corporations Act 2006* to the Committee of the Owners Corporation.

12.2. **IT WAS RESOLVED** to delegate all powers and functions of the Owners Corporation that may be rightfully delegated in accordance with Section 11 of the *Owners Corporations Act 2006* to the Chairperson of the Owners Corporation.

13. Grievance Committee

IT WAS RESOLVED to elect the Committee of Management as the Grievance Committee of the Owners Corporation.

14. Delegation of Management

IT WAS RESOLVED to delegate the management of Owners Corporation 2 to the Committee of Owners Corporation 1.

15. Appointment of Manager

Members noted the appointment of Mayfield Body Corporate Management Pty Ltd as the Manager of the Owners Corporation on the terms and conditions set out in the Approved Contract of Appointment.

16. Administration Fund Budget and Fees Review

16.1. Administration Fund OC 1

IT WAS RESOLVED: that the proposed administration fund budget, be adopted and the Administration Fund fees for the forthcoming year being 01.07.23 to 30.06.2024 increase to \$271,835.61 (GST Inc.) commencing 1st October 2023.

Manager noted that the quarterly contribution fees for the 01.10.2023 - 31.12.2023 period have been issued, and an adjustment amount will be included in the 01.01.24 – 31.03.2024 quarterly contribution.

16.2. Administration Fund OC 2

IT WAS RESOLVED: that the proposed administration fund budget, be adopted and the Administration Fund fees for the forthcoming year being 01.07.23 to 30.06.2024 will decrease to \$50,133.89 commencing 1st October 2023.

Manager noted that the quarterly contribution fees for the 01.10.2023 - 31.12.2023 period have been issued, and a credit amount will be reflected in the 01.01.24 – 31.03.2024 quarterly contribution.

The annual fees payable by each Lot Owner are to be paid in quarterly instalments, as from 1st July, 1st October, 1st January and 1st April, each always in advance of the due date.

17. **Penalty Interest and Arrears Recovery**

- 17.1. **IT WAS RESOLVED** to authorise charging of penalty interest on overdue fees and charges owing by members to the owners corporation which are not paid by the due date.
- 17.2. **IT WAS RESOLVED** to consider action to be taken in respect of any arrears owing by members to the owners corporation and, if appropriate, to provide the manager with a standing authority to take action in the Victorian Civil and Administrative Tribunal for the recovery of overdue fees and charges.

18. **Dispute Resolution**

Strata Manager advised that under Part 10 of the Owners Corporation Act 2006, there have been three disputes lodged.

19. **General Business** - the following items were raised:

- a) **Hard rubbish** – collection service from Boroondara Council is not available to owners/residents, as the building has a private waste contractor. Owners/residents need to arrange their own disposal of hard rubbish. Alternatively, owners can request the building caretaker to provide this service, with the cost to be met by the relevant lot owner.
- b) **Visitors' carpark** – Members discussed the inability of visitors to apartments to obtain parking space in the visitor's car park and resolved that additional signage clarifying parking rules be installed. Manager to obtain a quote to resolve visitor parking issue from KCL Lawyers.
- c) **Damage to/interference with operation of the car stacker** - the Committee Chair advised the meeting of a case where a faulty remote had resulted in a car stacker door not closing and where, in an attempt to remedy the situation, the resident had pulled the emergency release cord, disconnecting the gate and so making the bank of stackers inoperable. The OC Committee had previously determined that the callout costs should be recovered from the unit owner but had agreed to put the facts of the case to the owners in the AGM. The meeting considered the facts of the case and, noting that it was not appropriate for other owners to bear the costs, determined that the decision to pass the callout costs to the unit owner should stand.

The meeting confirmed the policy that whenever someone causes damage to the car stacker or interferes with its operation due to their actions, and the responsible renter or owner can be identified, the expense for fixing the issue will be on-charged to the relevant apartment owner as a special levy.

- d) **Refrigeration Unit** – manager to reissue a Final Notice to Rectify Breach to Lot G10, regarding a noisy refrigeration unit that was installed in November 2022 without the Owners Corporation approval.

20. **Meeting Closure** - Manager thanked those in attendance and closed the meeting at 6.40pm.

OWNERS CORPORATION INFORMATION PAGE**INSURANCES**Coverage

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

Commission

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

Excess & Owners Liability

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

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

Product Disclosure Statement & Financial Services Guide:

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

Lot owner duty of disclosure:

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

Managers note (General Advice Warning):

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

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

ESSENTIAL SAFETY AND OCCUPATIONAL HEALTH & SAFETYEssential Safety Services (e.g. smoke detectors, fire hydrants, hose reels, sprinklers):

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

Occupational Health & Safety

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

OWNERS CORPORATION RULES

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

Committee Report to AGM – 7 October 2023

As this is the first AGM for about 18 months (due to the change in financial year – see below), the report will cover 2022 and 2023 to date.

1. Change in financial year: Your Committee decided to change the Owners' Corporation financial year from a calendar year to the financial year, July to June. This decision was taken because more than half the units are rented and financial year data will be of greater benefit to those owners.
2. Building servicing arrangements: The building is quite complex compared to a private house and includes a number of systems that require regular servicing. Not all these systems were identified at handover. Your Committee believes that we now have in place appropriate servicing arrangements for these and they are included in the budget where appropriate. They include:
 - a. Garage entry door
 - b. Front entry door
 - c. Car stacker
 - d. Fire services
 - e. Rainwater recycling pumps and filters
 - f. Water sumps and pumps
 - g. Lift
 - h. Entry communications systems
 - i. Garage fan systems
 - j. Shop waste removal and grease pit cleaning (shop responsibility)
 - k. Basement ground vapour monitoring and exhaust.
3. Car stacker: The car stacker is currently operating effectively with only minor breakdown issues.
 - a. Most technician callouts are the result of user errors rather than machine faults. Some of these errors, such as the gate being left open, are readily addressed by other users. Where the user causing the damage can be identified, the cost of the technician callout has been on-charged to that user. In some cases, owners/tenants are using the stacker without an induction and as a consequence have caused damage. All users are reminded that an induction is required before using the stacker.
 - b. The Committee is aware that some owners have not passed on remotes and keys for the stacker to tenants, or to purchasers on sale of the unit. Keys and remotes are not a responsibility of the

Owners' Corporation. However, keys that operate from the car stacker console can be purchased by owners only from the Manager (Mayfield). The system installed by the developer for remote operation of the stacker is the intellectual property of Car Stackers International (CSI), the installers of the system. Owners (only) can purchase new remotes can be purchased from CSI for \$1,750 after seeking approval from the Owners' Corporation Manager (Mayfield). New batteries for remotes can also be installed by CSI for \$120.

4. Window cleaning: Quotes are being sought for cleaning of building windows (excluding balcony windows) and the building façade. This should occur in the next month or so.
5. Shop issues: During the year it was necessary to issue breach notices to the Chinese Grocery units for inappropriate garbage wrapping and installation of inappropriate replacement air-conditioning. These issues are on-going.
6. Other breach notices: During the reporting period a number of other breach notices were issued for excessive noise, and inappropriate disposal of cigarette butts.
7. Building defects: In 2022, your Committee arranged a building inspection to identify building issues that remain (for a period) the responsibility of the builder (Hamilton Marino/Orange) The builder has begun remediation. Key issues addressed include roof door leaks, sealing of garage to reduce water ingress, repair of peeling paintwork on building exterior, and fire signage on the ground floor. Your Committee will continue to monitor building defects.
8. Maintenance plan: As instructed at the last AGM, your Committee arranged for a consultant to draw up a maintenance plan. The plan is designed to identify major items of future expenditure that may need to be funded over a period of years. Analysis of the report by your Committee has not been completed, but because of the fee increase proposed for the next year, the Committee has decided to defer for this year any proposal to set up a maintenance fund. This will be given further consideration in the coming year.
9. Roof space lease: Your Committee has discovered that, prior to settlement with first buyers, the developer (as the Owners' Corporation) entered into a 99 year lease with itself covering various parts of the

building. The purpose of the lease was to ensure the commercial premises could instal needed facilities. As this is no longer necessary, and it is inappropriate to have a third party control parts of the building, your Committee has begun discussions with the developer to have the lease cancelled. These discussions are on-going.

10. Hard rubbish collection inquiries: Apartments are not eligible for hard rubbish collection by the Council. Residents requiring hard rubbish removal will need to make their own arrangements.
11. Resident responsibility for building cleanliness: The Committee Chair advised that some residents have asked if all residents could be asked to take more responsibility for keeping the building in good order by not littering, and drawing attention to cleaning that might be required (see something – say something).
12. Finance: This will be discussed under the Finance agenda. Your Committee has endeavoured to contain costs wherever possible in the face of constantly increasing charges in key items such as electricity, gas, and garbage collection and insurance. While the Owners' Corporation remains in a positive cash position, an increase in Owners' Corporation #1 fees will be necessary to meet expenditure in 2023/2024.

As Chair of your Committee, I would like to express my thanks to the original Committee members (John Short and Richard Seeley), and co-opted member Bhaskar Bannerjee, for their work over the last 18 months.

Errol Muir

Chair, Owners' Corporation



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Owners corporation notification of making rules
Section 27E(1) Subdivision Act 1988 (when lodged with Plan)



Lodged by

Name: MILLS OAKLEY
Phone: 9605 0904
Address: LEVEL 6, 530 COLLINS STREET, MELBOURNE
Reference: AJB:RM:5513616
Customer code: 13223E

Applicant: (full name and address, including postcode)

78 BALWYN NORTH PROJECT PTY LTD (ACN 607 726 429) OF UNIT 1304, 7 RIVERSIDE QUAY,
SOUTHBANK VIC 3006

Plan no.: PS745772N **Owners corporation no.:** 1

A copy of the proposed rules of the owners corporation is provided.

Signing:

35271702A

27E(1)SA

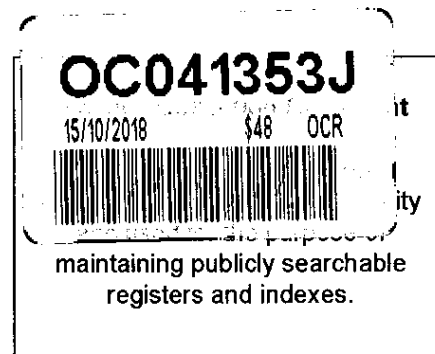
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Owners corporation notification of making rules

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



Certifications

- 1.The Certifier has taken reasonable steps to verify the identity of the applicant.
- 2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- 3.The Certifier has retained the evidence supporting this Registry Instrument or Document.
- 4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of 78 BALWYN NORTH PROJECT PTY LTD

Signer Name ANTHONY JOSEPH BREARLEY

Signer Organisation MILLS OAKLEY

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature

A handwritten signature in black ink, consisting of a stylized 'A' and 'B' intertwined.

Execution Date

10.10.18

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27E(1)SA

Page 2 of 2

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OWNERS CORPORATION No 1 PLAN OF SUBDIVISION NO PS 745772N

76 - 78 Doncaster Road, Balwyn North VIC 3104

RULES

1. Health, safety and security

1.1 Health, safety and security of Owners, Occupiers and Guests

(a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (1) use or permit any Lot, the Common Property or Services to be used for any purpose which is or may be illegal or harm the reputation of the Development or which does or may cause a nuisance or hazard to any other Owner or Occupier or Guest of any Owner or Occupier;
- (2) move any article likely to cause damage or obstruction through the Common Property without first notifying the Owners Corporation or the Manager in sufficient time to enable a representative of the Owners Corporation or the Manager to be present;
- (3) do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation without the prior written consent of the Owners Corporation;
- (4) obstruct any fire appliance or fire appliance cupboard, stairway, landing or lift lobby or permit them to be obstructed;
- (5) use or interfere with any fire safety equipment, except in the case of an emergency, or obstruct any fire stairs or fire escape;
- (6) install deadlocks or peep holes that breach the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006 or may void the Owners Corporation's insurance policy;
- (7) throw objects or allow objects to fall from a lot or the Common Property; or
- (8) exceed the floor loadings for the Lot.

(b) An Owner or Occupier must:

- (1) ensure the Lot complies with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006, and
- (2) lock the windows and external doors of the Lot when the Lot is unoccupied and keep the Owner's Storage Space secured except when storing or removing goods.

(3) permit access to the Lot to such authorised window cleaners and maintenance staff as are appointed by the Owners Corporation to clean the windows of the building and / or clean the facade of the building or carry out maintenance, and if the Lot Owner is not available at the designated time, to provide keys if required.

(c) The Owners Corporation may arrange and operate a security system to monitor the Common Property, and if it does so:

- (1) the Owners Corporation is responsible for control of the security system and may engage employees, agents or contractors to operate the system;
- (2) the security system may, at the discretion of the Owners Corporation, include:
 - (A) the issue of security access cards, devices, codes or systems upon conditions, including payment of a deposit;
 - (B) the right (upon complaint) to remove any person from the Common Property or to refuse admission to any person it considers likely to be a nuisance or a security risk;
 - (C) the right to enter upon any part of the Development to maintain its security;
 - (D) the right of admission to any person subject to limits on the time of use and the parts of the Common Property that may be used or the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
 - (E) that parts of the Common Property are secured against entry; and
 - (F) security patrols, locks and other security devices or procedures to implement or operate it; and

(3) the Owners Corporation is not liable for and the Owner releases and indemnifies the Owners Corporation from and against any injury to or death of a person or loss of or damage to property (whether in or on

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15/10/2018

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Common Property or in or on a lot) arising because:

- (A) the security system is not operating; or
- (B) the security system fails to operate as intended.

1.2 Infectious diseases

- (a) An Owner or Occupier must, if any infectious disease, which may require notification because of any law, affects any person in a Lot, give or cause to be given, notice of that fact and any other information which may be required about the disease, to the Owners Corporation.
- (b) The Owner must pay to the Owners Corporation the expense of disinfecting the affected lots (if that is necessary) and replacing any article or thing the destruction of which may be rendered necessary by that disease.

1.3 Storage of flammable liquids and other dangerous substances and materials

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) store flammable substances in or on a Lot or the Common Property without the written consent of the Owners Corporation;
- (b) store or accumulate in or on any Lot or the Common Property any matter or substance that is likely to cause fire, danger to life or property; or
- (c) store or accumulate in or on a Lot or the Common Property wood, metal, plastics, vehicles, appliances, bric-a-brac, vegetation, glass, bottles or any other flammable items,

but this rule does not apply to:

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

2. Management and administration

2.1 Management and administration of Common Property and Services

The Owners Corporation will manage and administer the Common Property and the Services except to the extent delegated to the Manager.

2.2 Functions of Manager

The Manager may carry out all functions delegated to him by the Owners Corporation.

2.3 Repair and maintenance of Common Property and Services

- (a) Except for the purposes of repair and maintenance where written consent of the Owners Corporation has been obtained, an Owner or Occupier must not do anything or allow anything to be done on or for the Lot or the Common Property so that:
 - (1) any support or shelter provided by the Lot or the Common Property for any other lot or the Common Property is interfered with;
 - (2) the structural and functional integrity of any part of the Common Property or any other Lot is impaired; or
 - (3) the passage or provision of Services through the Lot or the Common Property or any other Lot is interfered with.
- (b) An Owner or Occupier must compensate the Owners Corporation for any damage to the Common Property or property owned by the Owners Corporation caused by the Owner or Occupier or a Guest.
- (c) An Owner or Occupier must:
 - (1) not instruct any employee, agent or contractor or workman engaged by the Owners Corporation unless specifically authorised so to do by it;
 - (2) direct to the Manager all requests for the Owners Corporation to consider giving directions on a particular matter to an employee, agent, contractor or workman.

2.4 Apportioning of cost of Services

- (a) The Owners Corporation must not seek payment or reimbursement for a cost or charge from an Owner or Occupier that is more than the amount that the supplier would have charged the Owner or Occupier for the same goods or services.
- (b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the 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 Owner or Occupier from the relevant supplier.
- (c) Sub-rule 2.4(b) does not apply if the concession or rebate:
 - (1) must be claimed by the Owner or Occupier and the Owners Corporation has given the Owner or Occupier an opportunity to claim it and the Owner or Occupier has not done so by the payment date set by the relevant supplier; or



- (2) is paid directly to the Owner or Occupier as a refund.

2.5 Breach of the Rules or Rules of Use

A breach of the Rules of Use is a breach of these Rules and the Owner or Occupier must pay to the Owners Corporation any costs incurred by the Owners Corporation to enforce or make good a breach of the Rules or Rules of Use.

3. Use of Common Property

3.1 Use of Common Property

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
- (1) obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property;
 - (2) use the Common Property or the Services or permit the Common Property or the Services to be used in a way which unreasonably interferes with or prevents their use by other Owners or Occupiers or their Guests;
 - (3) without the written approval (which may state a period for which the approval is granted) of the Owners Corporation, use any portion of the Common Property for his or her own purposes as a garden;
 - (4) do or permit to be done in or upon the Common Property or the Services anything that may make any insurance for the Development void or voidable or by which the rate or premium of any insurance may increase;
 - (5) keep any animal on the Common Property or in or on Services after the Owners Corporation has resolved that the animal is a danger or is causing a nuisance and given reasonable notice of the resolution to the Owner or Occupier to remove the animal (but this sub-rule does not apply to an animal that assists a person with an impairment or disability);
 - (6) fail to remove an animal that is the subject of a notice under sub-rule (5);
 - (7) hold or permit to be held any auction sale in a lot or on the Common Property;
 - (8) allow a bicycle to be stored anywhere (including in a lot) other than in the areas of the Common Property fitted with bicycle racks and designated by the Owners Corporation or the Manager for that purpose; or

- (9) bring or move a bicycle into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property designated by the Owners Corporation or its Manager from time to time.

- (b) An Owner or Occupier must and must take all reasonable steps to ensure that Guests use the Services strictly under the Rules of Use.

3.2 Vehicles and parking on Common Property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) use or permit to be used any part of a Car Space other than to park a vehicle and must not sub-let or grant any licence to any person to use a Car Space without the consent in writing of the Owners Corporation other than an Occupier;
- (b) use or permit to be used any part of a Car Space for the purposes of storage;
- (c) use or permit to be used any part of the Common Property or a Car Space or any parking space to wash, clean or repair any vehicle;
- (d) park or leave a vehicle or permit a vehicle:
 - (1) to be parked in a parking space which is a part of a Lot other than a Car Space or in a parking space situated on Common Property which is allocated to another Lot; or
 - (2) on the Common Property so as to obstruct a driveway, pathway, entrance or exit to a Lot or part of a lot or a parking space; or
 - (3) to be parked or left in any place other than in a Car Space,

but this sub-rule does not prevent a Guest from using a Car Space situated on the Common Property and specified for the use of Guests by the Owners Corporation or the Manager;

- (e) fail to comply with any directions of the Manager or the Owners Corporation about Guest car parking; or
- (f) load and unload vehicles other than entirely within the Development at the locations and at times which cause minimum interference with other vehicles and other than strictly within any Rules of Use.

3.3 Damage to common property

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) damage or alter the Common Property or a structure that forms part of the Common

OC041353J

15/10/2018 \$48 OCR



Property without the prior written approval (which may state a period for which the approval is granted and may specify the works and conditions to which the approval is subject) of the Owners Corporation;

- (b) damage a lawn, garden, tree, shrub, plant or flower on the Common Property or
- (c) without obtaining the prior written approval of the Owners Corporation, mark, paint, drive a nail through or into, screw into or otherwise deface, penetrate or damage a structure that forms part of the Common Property.

3.4 Use of equipment, Services and amenities on Common Property

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) use or permit the Common Property or the Services to be used for any purpose other than that for which they were designed;
- (b) without the prior written consent of the Owners Corporation, damage or remove any article from the Common Property placed there by direction or authority of the Owners Corporation or use the article for other than its intended use;
- (c) without the prior written authority of the Owners Corporation or the Manager, interfere with the operation of any Services or equipment installed on the Common Property;
- (d) modify any air conditioning, heating or ventilation system or associated ducts servicing a Lot without the prior written consent of the Owners Corporation;
- (e) install covering to any Storage Area without the prior written consent of the Owners Corporation; or
- (f) install a covering to any Storage Area which does not comply with the fire regulations set out in Part 7 Division 2 of the Building Regulations 2006.

3.5 Drying of laundry on common property or external or visible areas of lots

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not, hang any clothes or articles from or on the outside of a Lot or the Common Property or on or from any balcony, entrance or landing of a Lot or the Common Property.

3.6 Deposit of rubbish and other material on Common Property

- (a) An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:
 - (1) store or keep waste or garbage other than in the waste management bins or recycling bins located in the waste

and refuse room of the Development as specified by the Owners Corporation; or

- (2) leave any rubbish or other materials on the Common Property.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure Guests:
 - (1) keep all garbage and refuse within the Lot in tidy and secure containers and place the Owner's or Occupier's garbage or refuse for collection under the hygiene local laws or regulations of the City of Boroondara that apply from time to time;
 - (2) remove the garbage and refuse from the Lot only as under the Rules of Use and at the times designated by the Owners Corporation;
 - (3) appropriately contain and wrap all wet garbage to prevent spillage;
 - (4) ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of an Owner, Occupier, Guest or any other person lawfully using the Common Property;
 - (5) ensure any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped; and
 - (6) dispose of rubbish properly and recycle it where appropriate.

4. Lots

4.1 Use of Lots

An Owner or Occupier must, and must take all reasonable steps to ensure that their Guests do:

- (a) comply with all laws about the Lot including, any requirements, notices or orders of any governmental authority and the terms (so far as they are applicable to an Owner or Occupier) of any agreement under section 173 of the Planning and Environment Act 1987 (Vic) affecting the Lot or the Common Properties;
- (b) use the Lot only for residential purposes as permitted under the City of Boroondara Planning Scheme;
- (c) not use a Storage Space other than for storage of goods;
- (d) not change door locks to the Lot or depart from any Owners Corporation mandated registered key system;
- (e) not misuse plumbing and electrical apparatus;
- (f) keep the Lot clean, free of vermin and in good repair;

OC041353J

15/10/2018

\$48 OCR



Page 5

- (g) keep all balconies clean, tidy and well maintained;
- (h) keep the Car Space free of oil, coolant, brake fluid and water and pay the cost incurred by the Owner's Corporation if the Owners Corporation exercises its right to clean the Car Space;
- (i) clear on each and every day the contents of the Lot's mail receiving box;
- (j) promptly replace any broken or cracked glass in a Lot;
- (k) not install a safe in the Lot without submitting to the Owners Corporation a structural engineering report about the proposed installation and obtaining the prior written consent of the Owners Corporation to that installation;
- (l) not dispose or permit disposal of cigarette butts, cigarette ash or any other materials on or over any balconies or terraces forming part of the Lot;
- (m) not install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to any part of the Lot; and
- (n) not damage, pierce, drive a nail through or into, screw into or otherwise deface, penetrate or damage any water proofing membrane that is part of any balcony or terrace which is part of the Lot.

4.2 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.

4.3 Leasing of a lot

- (a) An Owner may lease a Lot but only:
 - (1) by a written lease or tenancy agreement and, if it is a tenancy agreement, if it complies with the provisions of the *Residential Tenancies Act 1997* (Vic); and
 - (2) if that lease or tenancy agreement obliges the tenant to comply with the Rules and the Rules of Use; and
 - (3) if the Owners Corporation so requires, if the tenant signs an agreement confirming acceptance of the Rules and Rules of Use.
- (b) An Owner who leases the Lot must take all reasonable steps, including any action available under a lease or tenancy agreement, to ensure that any tenant of the Lot and any Guest of that tenant complies with the Rules and the Rules of Use.

- (c) An Owner or Occupier of a Lot must not lease, sub-lease, license, rent, hire or otherwise deal with a lot or permit a Lot to be leased, sub-leased, licensed, rented, hired or otherwise dealt with, for any period less than thirty calendar days.

4.4 External appearance of Lots

An Owner or Occupier must not, and must take all reasonable steps to ensure that a Guest does not:

- (a) install a screen or barrier to prevent entry of animals or insects, unless the device, screen or barrier is soundly built with transparent mesh and its frame is coloured to match the colour of the window frame or door frame in which it is situated nor allow the screen or barrier installed to be other than in good order and repair;
- (b) allow any balcony or terrace area which forms part of any Lot to be unkempt or unsightly and, when cleaning, cause other than minimal disturbance to other Owners and Occupiers;
- (c) make structural alterations to a Lot without the written consent of the Owners Corporation;
- (d) display any placard, advertisement or sign in or upon the Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only under the terms and conditions specified in the consent and subject to any town planning or other requirements of the City of Boroondara (this rule includes home offices but excludes the);
- (e) display any advertising material, logo or signwriting to any external window or glazing or external solid face of a Lot without the written consent of the Owners Corporation (this rule includes home offices);
- (f) permit any signage advertising a Lot for sale or lease on a Lot or Common Property;
- (g) install basketball hoops or similar devices on a Lot or the Common Property;
- (h) install any fixtures, fittings, blinds or antennae which affect the appearance of the Lot;
- (i) allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or treated; or
- (j) paint, finish or fail to maintain the exterior of the Lot in a clean state or otherwise alter the external facade of any Lot or the Common Property.

4.5 Window furnishings

An Owner or Occupier must not install blinds, curtains or other coverings on the interior of any windows or doors which directly face the outside of a Lot unless the surface of the blinds, curtains or



other coverings which faces that outside is a taupe or white colour.

4.6 Lots not properly maintained

An Owner must comply with sections 48, 49 and 50 of the Act.

5. Works

5.1 Works Requirements

An Owner must not and must ensure the Occupier does not undertake any Works within or about or for a Lot except under the following requirements:

- (a) the Works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager and then strictly under those permits, approvals and consents, and
- (b) the Works must at all times be undertaken in a reasonable manner which minimises any nuisance, annoyance, disturbance and inconvenience from the Works to other Owners or Occupiers;

5.2 Requirements before proceeding with Works

An Owner must not proceed with any Works until the Owner:

- (a) submits to the Owners Corporation plans and specifications of any Works proposed by the Owner which affect the external appearance of the Development or any of the Lots or Common Property or which affect the Development's structure or Services or the fire or acoustic ratings of any component of the Development;
- (b) supplies to the Owners Corporation any further particulars of those proposed Works the Owners Corporation requests to enable the Owners Corporation to be reasonably satisfied that those proposed Works accord with the aesthetic and orderly development of the Development and do not endanger the Development or any part of it;
- (c) receives written approval for those Works from the Owners Corporation which may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the costs of a building practitioner engaged by the Owners Corporation to consider the plans and specifications) are met by the Owner; and
- (d) pays the reasonable costs referred to in (c) to the Owners Corporation.

5.3 Directions and Supervision

An Owner must ensure that the Owner and the Owner's employees, agents and contractors undertaking Works comply with the proper and reasonable directions of the Owners Corporation and Manager about the method of building operation, means of access, use of the Common

Property, on site management and building protection and hours of work (and the main Development entrances and lobbies as determined by the Manager must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that the employees, agents and contractors are supervised in carrying out the Works to minimise any damage to or dirtying of the Common Property and Services.

5.4 Contractors or tradespersons only to use designated areas

An Owner must ensure that any contractor or tradesperson may only use the basement, lift lobbies or other areas specifically designated by the Owners Corporation for entry and exit by the Manager. The expenses of such external and common area works shall be the responsibility of and be paid by the Owner of the Lot requiring the proposed external works and/or the Owners Corporation.

5.5 Owner to make good damage

An Owner must immediately make good all damage to, and dirtying of, the Development, the Common Property, the Services or any fixtures fittings and finishes caused by the Works and if the Owner fails to do so within a reasonable period of time the Owners Corporation may in its absolute discretion make good the damage and dirtying and if so the Owner must indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

works and/or the Owners Corporation.

5.6 Times for work on or in lots

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) permit any tradesman, contractor or other person carrying out any Works to be on or in the Lot or the Common Property:
 - (1) on any public holiday or a Sunday; or
 - (2) before 7.00 am or after 6.00 pm Monday to Friday; or
 - (3) before 9.00 am or after 6.00 pm on a Saturday;except in the case of an emergency which includes:
 - (A) an interruption to gas, water, electricity, telephone, drainage, sewerage or a similar service;
 - (B) a leak or similar problem requiring prompt attention; or
 - (C) cracking or a similar problem likely to affect the immediate

OC041353J

15/10/2018 \$48 OCR



safety of the building in which the Lot is situated.

6. Behaviour of persons

6.1 Behaviour of Owners, Occupiers and Guests on Common Property

- (a) An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:
 - (1) unreasonably create any noise or behave in a manner likely to interfere with the peaceful enjoyment of any person entitled to use the Common Property but this rule does not apply to the making of noise if the Owners Corporation has given written permission for the noise to be made;
 - (2) encourage birds by feeding them;
 - (3) consume alcohol on, allow consumption of alcohol on, or the taking of glassware onto, the Common Property;
 - (4) use or allow to be used in or on the Common Property, skateboards, roller skates or roller blades;
 - (5) smoke in the stairwells, lifts, foyers or vehicle parking spaces or the parts of the Common Property the Owners Corporation or the Manager designates from time to time;
 - (6) dispose of cigarette butts, ash or any other rubbish over a balcony; or
 - (7) use the Lot for any purpose that may be illegal or injurious to the reputation of the Development or which may cause a nuisance or hazard to any other Owner or Occupier or their Guests.
- (b) An Owner or Occupier must and must take all reasonable steps to ensure that a Guest must:
 - (1) when on Common Property or in or on any part of a lot visible from another lot or from Common Property be adequately clothed and not use language or behave in a manner likely to or which does cause offence or embarrassment to an Owner, Occupier, Guest or to any person lawfully using Common Property;
 - (2) observe the terms of any notice displayed in any part of the Common Property by authority of the Owners Corporation or by the Manager at his discretion of any statutory authority; and
 - (3) comply with the Rules and the Rules of Use.

6.2 Noise and other nuisance control

An Owner or Occupier must not and must take all reasonable steps to ensure that a Guest does not:

- (a) use hammer drills or jack hammers in a lot between the hours of 2.00 pm and 10.00 am on weekdays or on weekends at all; or
- (b) make or allow to be made noise from music or machinery which may be heard outside the Lot between the hours of 11.00 pm and 8.00 am.

7. Dispute resolution

7.1 Dispute resolution, including internal grievance procedures, hearing procedures and communication procedures

- (a) The grievance procedure set out in this rule applies to disputes involving an Owner, Manager, Occupier or the Owners Corporation.
- (b) The party making the complaint must prepare a written statement in the Approved Form.
- (c) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (d) If there is no grievance committee, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Act.
- (h) This process is separate from and does not limit any further action under Part 10 of the Act.

8. Notices

8.1 Notice of damage to Common Property

An Owner or Occupier must promptly notify the Owners Corporation or its Manager of any damage to or defect in the Common Property or any personal property of the Owners Corporation.

8.2 Notice of accidents or faults

An Owner or Occupier must promptly notify the Owners Corporation of any accident to or fault in:



- (a) the water pipes, gas pipes, electrical fixtures or installations; and
- (b) any equipment or construction (including exit lights) required to ensure the safety of persons using the Common Property.

9. Compliance with Rules by Guests

An Owner or Occupier must take all reasonable steps to ensure that the Guests of the Owner or Occupier comply with these Rules.

10. Special Rules for the Developer

Up until the sale and settlement of the last lot owned by the developer within the development, nothing in these Rules will prevent or hinder the Developer from completing construction for improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Developer from selling or leasing any Lot and without limitation the Developer may:

- (a) use any Lot as a display Lot to assist in the marketing sale and/or leasing of other Lots;
- (b) place anywhere on a Lot or on the Common Property signs and other materials relating to the sale or leasing of Lots;
- (c) conduct in a Lot or anywhere on the Common Property an auction sale or leasing of a Lot;
- (d) use in any way it considers necessary any part of the Common Property for the purpose of selling or leasing Lots;
- (e) use in any way it considers necessary any part of the Common Property to facilitate completion of construction works;
- (f) erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the development on the Land;
- (g) take exclusive and sole possession of any part or parts of the Common Property as it may need to have exclusive possession of in order to carry out any works in relation to the development on the Land;
- (h) exclude any Occupier of a Lot and its invitees from any part of the Common Property as may be necessary in order to carry out and works in relation to the completion of the development on the Land;

- (i) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer thinks fit; use whatever right of way and/or points of egress and ingress to any part of the Land as necessary to carry out and works and to block for whatever period as necessary any rights of way or points of egress and ingress to the Land in order to carry out any works; and

- (j) assign all or part of the benefits of the rights granted to it hereunder to any third party or parties for a fixed term at its discretion.

11. Commercial Lots

The Owner or Occupier of a Commercial Lot must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so unless;

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

Without limiting any other rule, the Owner or Occupier of any Lot used as a restaurant, café, grocer or for other commercial purposes must (unless otherwise permitted by the Owners Corporation);

- a. take out its own bins on each garbage collection day and bring the bins in before 8am on each collection day;
- b. avoid unnecessary noise when filling bins;
- c. ensure lids on bins are securely closed at all times and ensure that bins are kept clean;
- d. ensure all cardboard and paper waste is cut up or folded so as to fit in bins;
- e. store all bins within appropriate areas of the Lot and must not store bins or leave garbage on Common Property;
- f. comply with all health, noise and other regulations in carrying on the business from the Lot and any other requirements of the Owners Corporation; and
- g. all times maintain any Common Property licensed to it in good order and otherwise in accordance with the terms and conditions of any licence or consent granted by the Owners Corporation.



12. Definitions

In these Rules unless the context otherwise requires the following definitions apply:

"Act" means the *Owners Corporations Act 2006* (Vic);

"Approved Form" means the form prescribed under the Owners Corporation Regulations 2007;

"Car Space" means an Owner's Car Space being part of an Owner's lot as shown in the Plan of Subdivision;

"Common Property" means any common property as shown and described on the Plan of Subdivision as Common Property No 1 as applicable;

"Commercial Lot" means a lot for commercial or retail use.

"Development" means the development on the land in the Plan of Subdivision including the buildings located at 76 - 78 Doncaster Road, Balwyn North VIC 3104;

"Guest" means a person who is a guest, visitor, invitee, family member or friend of an Owner or Occupier of a lot;

"Lease" includes rent, let and license the Lot or any part of it;

"Lot" means the lot on the Plan of Subdivision owned or occupied by that Owner or Occupier;

"Manager" means the building manager or the manager appointed by the Owners Corporation;

"Occupier" means a person who occupies a lot on the Plan of Subdivision;

"Owner" means an owner of a lot on the Plan of Subdivision;

"Owners Corporation" means Owners Corporation No. 1 and 2 of the Plan of Subdivision as applicable;

"Plan of Subdivision" means Plan of Subdivision No 745772N;

"Regulations" means the Owners Corporations Regulations 2007 (Vic);

"Rules" means the rules in this document;

"Rules of Use" means any directions, notices or rules of use made by the Manager or the Owners Corporation from time to time for the proper management and administration of the Common Properties;

"Services" means the services, installations, facilities, plant or equipment provided to the Development;

"Storage Space" means that part of a Lot that is designed or intended for use as a storage space or unit; and

"Works" means any construction, alteration, repair, refurbishment, addition, renovation, or fitting out of a

lot, building, other structure and plant and equipment to be used to provide Services.



Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to—
 - (a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

1.4 Smoke penetration

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

Sch. 2 rule 1.4
inserted by
S.R. No.
147/2021
reg. 14.

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

Sch. 2 rule 1.5
inserted by
S.R. No.
147/2021
reg. 14.

1.5 Fire safety information

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

- (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.

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

Sch. 2
rule 4.1(7)
inserted by
S.R. No.
147/2021
reg. 15(1).

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

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

Sch. 2
rule 5.2(3)
inserted by
S.R. No.
147/2021
reg. 15(2).

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

Sch. 2
rule 5.2(4)
inserted by
S.R. No.
147/2021
reg. 15(2).

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

Sch. 2
rule 5.2(5)
inserted by
S.R. No.
147/2021
reg. 15(2).

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
- (5A) 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 the party's behalf at the meeting.
- (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

Sch. 2
rule 7(5)
amended by
S.R. No.
147/2021
reg. 15(3).

Sch. 2
rule 7(5A)
inserted by
S.R. No.
147/2021
reg. 15(4).

Sch. 2
rule 7(6A)
inserted by
S.R. No.
147/2021
reg. 15(5).

Owners Corporations Regulations 2018
S.R. No. 154/2018
Schedule 2—Model rules for an owners corporation

Sch. 2
rule 7(6B)
inserted by
S.R. No.
147/2021
reg. 15(5).

- (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- (8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.



Client:

OC No. 745772 OC1&2
c/- Mayfield Body Corporate
Suite 114, 370 St Kilda Road
MELBOURNE VIC 3004

Contact Details:

Account Broker: Cayrin Tatana
Email:
Phone:

Policy Type: Residential Strata
Policy Number: Q-LNG-STR-20206004
Client Reference: VIC - 7419

Period of Insurance: From: 23/11/2023
To: 23/11/2024

This Transaction Effective 23/11/2023:

Transferred to a new underwriter at renewal.

This summary is not a policy document and is only an outline of the coverage summary. The terms, conditions and limitations of the insurer's policy shall prevail at all times.

Insured: OC No. 745772 OC1&2
Situation Address: 76-78 Doncaster Road, Balwyn North Vic 3104
No. of Units / Lots: 50

Policy Details:

SECTION 1:	PROPERTY, PHYSICAL LOSS, DESTRUCTION OR DAMAGE	
	Costs Incurred by the Body Corporate - Buildings:	\$32,402,389
	- Common Contents:	\$324,024
	Optional Covers	
	- Loss of Market Value :	Not Insured
	- Flood:	Insured
	- Costs incurred by the Lot Owner - All sub-sections 5.16 (a) – (H) Combined:	\$8,100,597
	- Lot Owners Fixtures & Fittings (per lot):	\$300,000
	- Temporary Accommodation and Loss of Rent:	\$4,860,358
	- Lot Owners Optional Additional Benefits - Paint and Wallpaper (applies to NSW and ACT only):	Not Insured
	- Floating Floorboards:	Insured
	Catastrophe Cover (sub-section 5.1) - Buildings:	Not Insured
	- Common Contents:	Not Insured
	- Costs Incurred by the Lot Owner:	Not Insured

	- Additional Benefits:	Not Insured
	Flood Cover Endorsement - Does this Policy Cover Flood:	Not Insured
	- Limit of Liability:	\$ 0
SECTION 2:	VOLUNTARY WORKERS PERSONAL ACCIDENT	
	Death & Disablement:	Insured
	Weekly Benefits (All per Policy Table of Benefits):	Insured
SECTION 3:	OFFICE BEARERS LIABILITY	
	Limit of Liability:	\$1,000,000
	Optional Additional Benefits - Defence Costs (in addition to limit of liability):	Insured
	- Statutory Fines & Penalties:	Insured
SECTION 4:	FIDELITY GUARANTEE	
	Limit per Person and in the Aggregate:	\$100,000
SECTION 5:	EQUIPMENT BREAKDOWN	
	Loss of or Damage to Plant and Equipment:	\$100,000
SECTION 6:	PUBLIC LIABILITY	
	Limit of Liability:	\$50,000,000
SECTION 7:	GOVERNMENT AUDIT COSTS, WORKPLACE HEALTH AND SAFETY BREACHES & LEGAL EXPENSES	
	(a) Taxation and Audit Costs:	\$30,000
	(b) Workplace Health & Safety Breaches:	\$150,000
	(c) Legal Defence Expenses:	\$50,000
SECTION 8:	WORKERS COMPENSATION	
	Worker Compensation	Not Insured

Excesses:

Section 1: Excess - Each & Every Claim:	\$2,500
Section 2: Excess - Excluded Period of Claim:	7 days
Section 3: Excess - Each and Every Claim:	\$2,500
Section 4: Excess - Each and Every Claim:	\$2,500
Section 5: Excess - Each and Every Claim:	\$2,500
Section 6: Excess - Deductible/Excess:	\$2,500

Section 7: Excess - Government Audit Costs - Each and Every Claim:	\$ 500
Section 7: Excess - Workplace Health & Safety Breaches- Each and Every Claim:	\$ 500
Section 7: Excess -Legal Defence Expenses - Expenses:	\$1,000
Section 7: Excess - Legal Defence Expenses - Contribution:	10%
Section 7: Excess - Legal Expense Claims:	\$1,000 excess applicable plus 10% of claimed amount as a contribution
Water Chiller and Power Generators (each and every Claim)	\$5,000
Central A/C Units (each and every Claim) & Small A/C Units and Lift Excess (each and every Claim)	\$2,500
Flood (each and every Claim)	\$2,500
Loss, destruction or damage caused by or arising from earthquake, subterranean fire or volcanic eruption (each and every Claim)	\$2,500
Water Damage / Burst Pipes* (each and every Claim) * Water Damage / Burst Pipes - Damage caused by bursting, leaking, discharging or overflowing of any mains, pipes, gutters, drains, tanks or fixed apparatus used to hold or carry water or other liquids	\$5,000

Endorsements:

Equipment Breakdown Sub-Limit Endorsement

This endorsement varies the standard terms of Your Policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard Policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions and exclusions of the Policy):

1.The following amendments are made to Section 5 of the Policy:

1.1. The maximum limits applying to certain Additional Benefits are amended as follows:

3.1 Expediting Expenses – \$25,000

3.3 By-laws – \$25,000

3.4 Hazardous Substances – \$10,000

3.5 Data Coverage – \$5,000

In all other respects the Policy remains unchanged.

LNG - Resolute Special Inclusions CHUBB

This endorsement varies the standard terms of Your Policy. It may expand, reduce, or impose additional conditions on your cover as set out in the standard Policy terms and should be read carefully.

By way of endorsement to the Policy, the parties agree as follows (subject otherwise to all other terms, conditions and exclusions of the Policy):

1. The following amendments are made to Section 1 of the Policy:

1.1. The maximum limit applying to the definition of Building(s) at 2.1i) is amended as follows:

i) fixed artwork or sculptures - \$100,000

1.2. The maximum limit applying to the definition of 'Common Contents' in the 'Definitions Applying to this Section' at 2.2g) and h) is amended as follows:

g) pots, plants, shrubs, trees, rockwork and lawns - \$30,000

h) money - \$20,000

1.3. The maximum limit applying to the Additional Benefit at 6.4 Replacement of Locks and Keys is amended as follows:

6.4 Replacement of Locks and Keys - \$10,000

In all other respects the Policy remains unchanged.

Insurer Details:

Policy Wording:	LONGRSI 11.10-2021
Insurer:	Longitude Insurance Pty Ltd
Supporting Insurer:	Chubb Insurance Australia Limited
Proportion:	100%
Commission:	\$0.00

Important Notices:

Policy Conditions and Exclusions

Please refer to your Policy Document for full details of Policy Conditions and Exclusions.

Insurance Brokers Code of Practice & External Dispute Resolution Service

Whitbread Insurance Brokers subscribe to the Insurance Brokers Code of Practice and the Australian Financial Complaints Authority (AFCA). AFCA administer an independent free and external dispute resolution service for our clients. Please visit www.whitbread.com.au or contact our office for further details.

PROPERTY REPORT

Energy,
Environment
and Climate ActionFrom www.land.vic.gov.au at 18 June 2024 02:35 PM

PROPERTY DETAILS

Address: **401/78 DONCASTER ROAD BALWYN NORTH 3104**

Lot and Plan Number: **Lot 401 PS745772**

Standard Parcel Identifier (SPI): **401\PS745772**

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

Council Property Number: **719360**

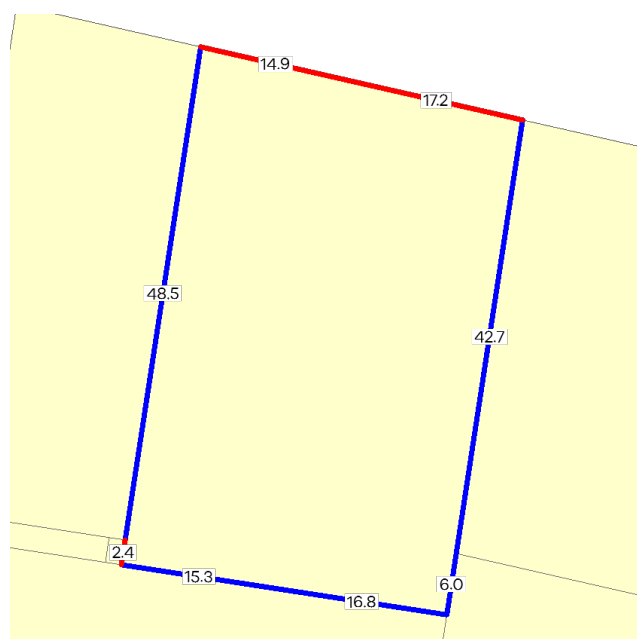
Directory Reference: **Melway 46 B2**

www.boroondara.vic.gov.au

Note: There are 50 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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

**Area:** 1600 sq. m**Perimeter:** 164 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Yarra Valley Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **CITIPOWER**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **KEW**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT



Energy,
Environment
and Climate Action

Area Map



PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 18 June 2024 02:35 PM

PROPERTY DETAILS

Address: 401/78 DONCASTER ROAD BALWYN NORTH 3104
Lot and Plan Number: Lot 401 PS745772
Standard Parcel Identifier (SPI): 401\PS745772
Local Government Area (Council): BOROONDARA
Council Property Number: 719360
Planning Scheme: Boroondara
Directory Reference: Melway 46 B2

www.boroondara.vic.gov.au

Planning Scheme - Boroondara

UTILITIES

Rural Water Corporation: Southern Rural Water
Melbourne Water Retailer: Yarra Valley Water
Melbourne Water: Inside drainage boundary
Power Distributor: CITIPOWER

STATE ELECTORATES

Legislative Council: SOUTHERN METROPOLITAN
Legislative Assembly: KEW

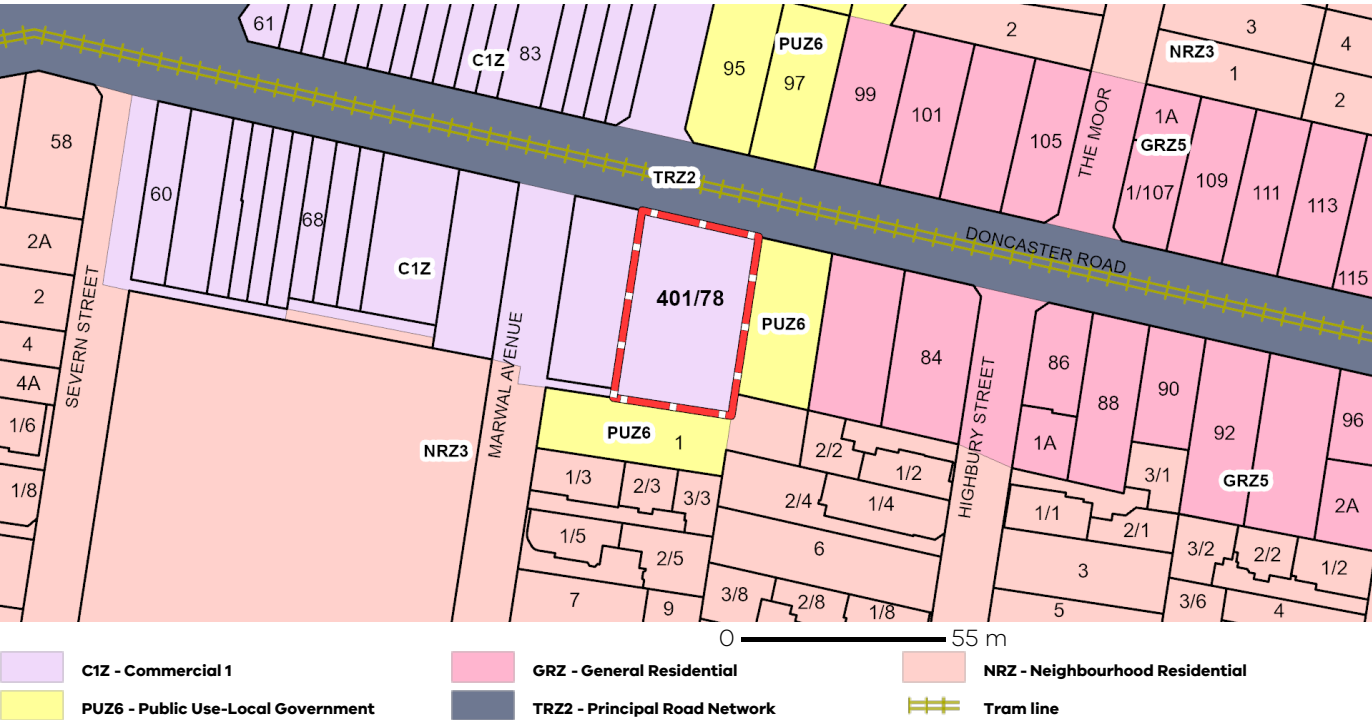
OTHER

Registered Aboriginal Party: Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation

View location in VicPlan

Planning Zones

COMMERCIAL 1 ZONE (C1Z)
SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)



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

PLANNING PROPERTY REPORT

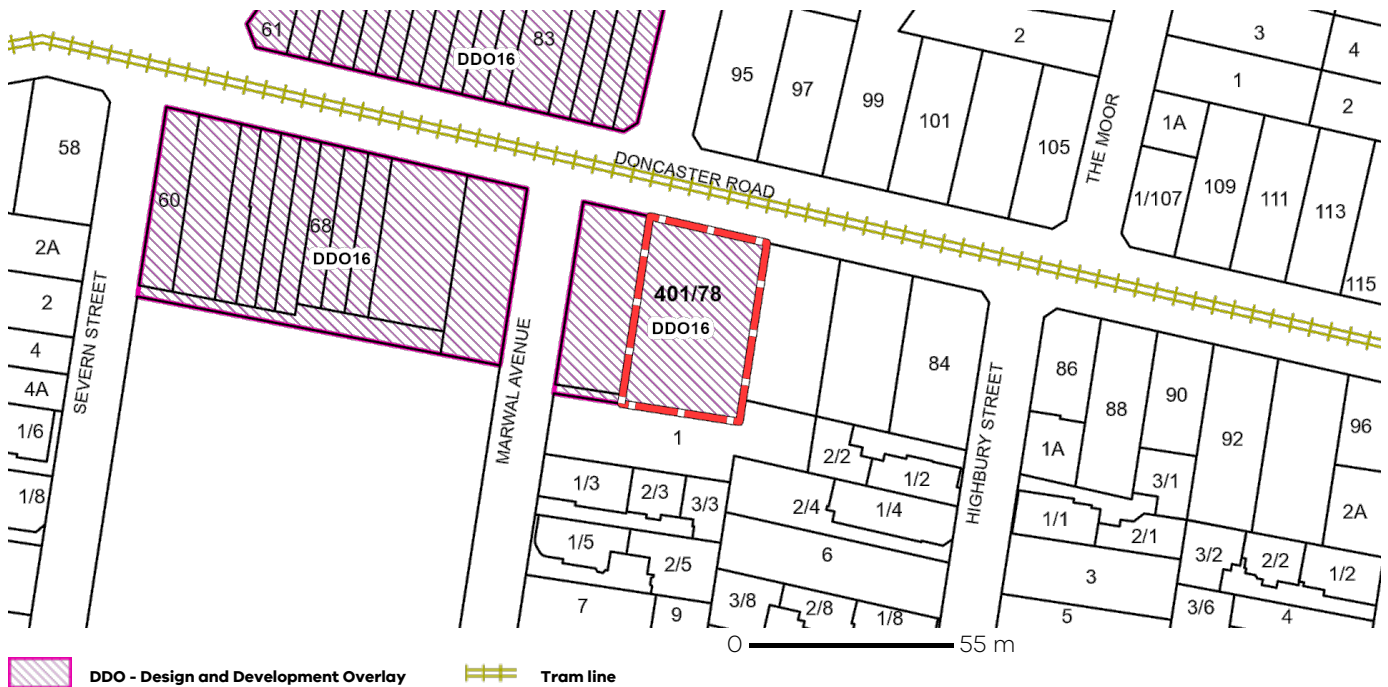


Environment,
Land, Water
and Planning

Planning Overlays

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

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 16 \(DDO16\)](#)



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

[PARKING OVERLAY - PRECINCT 1 SCHEDULE \(PO1\)](#)



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

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

PLANNING PROPERTY REPORT: 401/78 DONCASTER ROAD BALWYN NORTH 3104

Page 2 of 4

PLANNING PROPERTY REPORT

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DEVELOPMENT PLAN OVERLAY (DPO)



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

Further Planning Information

Planning scheme data last updated on 12 June 2024.

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>

PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

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

Where part of the property is mapped as BPA, if no part of the building envelope or footprint falls within the BPA area, the BPA construction requirements do not apply.

Note: the relevant building surveyor determines the need for compliance with the bushfire construction requirements.



Designated BPA are determined by the Minister for Planning following a detailed review process. The Building Regulations 2018, through adoption of the Building Code of Australia, apply bushfire protection standards for building works in designated BPA.

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

Information for lot owners building in the BPA is available at <https://www.planning.vic.gov.au>.

Further information about the building control system and building in bushfire prone areas can be found on the Victorian Building Authority website <https://www.vba.vic.gov.au>. Copies of the Building Act and Building Regulations are available from <http://www.legislation.vic.gov.au>. For Planning Scheme Provisions in bushfire areas visit <https://www.planning.vic.gov.au>.

Native Vegetation

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

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

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

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