

Contract of sale of land

Property: 347/80 CHELTENHAM ROAD, DANDENONG 3175

© Copyright August 2019



Contract of sale of land

© Copyright August 2019

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*.

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

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

© Copyright August 2019

Contract of sale of land

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing -

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties -

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not Applicable

SIGNED BY THE PURCHASER:

on

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

State nature of authority, if applicable:

Not Applicable

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified) In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

on

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

Mark Luettn

State nature of authority, if applicable:

Not Applicable

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

Table of contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of sale**Vendor's estate agent**

Name: Barry Plant
Address: Level 2, 2-8 Langhorne Street, Dandenong Vic3175
Email: mraslan@barryplant.com.au
Tel: (03) 8710 0000 Mob: Fax: Ref:

Vendor

Name: Mark Luettin
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Ownit Conveyancing
Address: PO Box 133, Beenleigh, QLD 4207
Email: dcott@ownit.com.au
Tel: (07) 3807 1522 Mob: Fax: Ref:

Purchaser's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below -

Certificate of Title reference	being lot	on plan
Volume: <input type="text"/> 11570 Folio: <input type="text"/> 362	<input type="text"/> 347	<input type="text"/> PS645691V

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:

347/80 CHELTENHAM ROAD, DANDENONG 3175

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

Price:

Deposit by (of which \$ has been paid)

Balance payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general condition 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

☐ a residential tenancy for a fixed term ending on

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than \$ Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

347/80 CHELTENHAM ROAD, DANDENONG 3175

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 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

17.1 At settlement:

- (a) the purchaser must pay the balance; and
- (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must:

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

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

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

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

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

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

20. LOAN

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

21. BUILDING REPORT

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

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

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

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

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

35.4 If the contract ends by a default notice given by the vendor:

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

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	347/80 CHELTENHAM ROAD, DANDENONG 3175	
Vendor's name	Mark Luettin	Date
Vendor's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

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

Total does not exceed:

\$

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

\$ To \$

Other particulars (Including dates) and times of payments:

1.3 Terms of 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.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

Not applicable.

3.2 Road Access

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

☐

3.3 Designated Bushfire Prone Area

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

☐

3.4 **Planning Scheme**

Not applicable.

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:

--

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:

--

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 Not applicable.

7. ☐ **GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")**

Not applicable.

8. **SERVICES**

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

Electric Supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input 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

Not applicable.

10.3 Further Plan of Subdivision

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

Not Applicable

11. ☐ DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 2000m²; (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.)

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)

347/80 CHELTENHAM ROAD, DANDENONG 3175
347/80 CHELTENHAM ROAD, DANDENONG 3175
Register Search Statement (Title) Volume 11570 Folio 362
Instrument Search AK908740N

Copy of Plan PS645691V

Owners Corporation Basic Report 1/PS645691V

Owners Corporation Basic Report 2/PS645691V

Owners Corporation Basic Report 3/PS645691V

Owners Corporation Basic Report 4/PS645691V

Bluestone OCM Pty Ltd: Section 151 Certificate from Owners Corporation - 1/PS645691V

Bluestone OCM Pty Ltd: Section 151 Certificate from Owners Corporation - 2/PS645691V

Bluestone OCM Pty Ltd: Section 151 Certificate from Owners Corporation - 3/PS645691V

Greater Dandenong: Land Information Certificate - 11570/362

South East Water: Water Information Statement - 11570/362

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

Page 1 of 1

VOLUME 11570 FOLIO 362

Security no : 124099272732K
Produced 28/07/2022 01:33 PM

LAND DESCRIPTION

Lot 347 on Plan of Subdivision 645691V.
PARENT TITLE Volume 11553 Folio 184
Created by instrument PS645691V Stage 5 14/05/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MARK LUETTIN of 107 LIBERTY AVENUE ROWVILLE VIC 3178
AV494100H 04/04/2022

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT AK900311G 14/02/2014

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

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

DIAGRAM LOCATION

SEE PS645691V FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	TRANSFER	STATUS	DATE
AV494100H (E)	TRANSFER	Registered	04/04/2022
AV508486K	CONVERT AN ECT TO A PCT	Completed	07/04/2022

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: UNIT 347 80 CHELTENHAM ROAD DANDENONG VIC 3175

OWNERS CORPORATIONS

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

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	Instrument
Document Identification	AK908740N
Number of Pages (excluding this cover sheet)	24
Document Assembled	28/07/2022 13:41

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

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

Section 181 **Planning and Environment Act 1987**

Form 18

AK908740N



Lodged by:

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

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

Land: Certificate of title volume 11200 folio 323

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

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

A copy of the Agreement is attached to this Application

Date: 17 February 2014

Signature for Responsible Authority:

Name of officer:

JOHN BENNIE, CEO

CR ANGELA LONG

AK908740N

18/02/2014

\$113

173



Telephone 61 3 9288 0555
Facsimile 61 3 9288 0666

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

DX 259 Melbourne

Date 6/12/2018 14:00 *Q*

Section 173 Agreement

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

Greater Dandenong City Council
and

Burbank Land Corporation Pty Ltd
ACN 138 175 210

AK908740N

18/02/2014

\$113

173



Contents

1.	Definitions	1
2.	Agreement under Section 173 of the Act	4
3.	Effect of Agreement	4
4.	Owner's Warranties	5
5.	Successors in Title	5
6.	Covenants of Owner.....	5
6.1	Owner's Covenants	5
6.2	Notice	6
6.3	Compliance	6
6.4	Registration	6
6.5	Mortgagee to be Bound.....	6
6.6	Council's Costs to be Paid	6
6.7	Indemnity.....	7
6.8	Non-Compliance	7
6.9	Standard of Works	7
6.10	Council Access.....	7
7.	Covenant of Council.....	7
8.	GST	8
8.1	GST Exclusive.....	8
8.2	Increase in Consideration	8
8.3	Payment of GST.....	8
8.4	Reimbursements	8
8.5	Tax Invoice	8
8.6	Adjustments & Adjustment Notes	8
8.7	Definitions	8
9.	Power of Attorney.....	9
10.	General	9
10.1	Further Assurance.....	9
10.2	No Waiver	9
10.3	Severability.....	9
10.4	No Fettering of Council's Powers.....	9
11.	Ending of Agreement	10
12.	Notices.....	10
12.1	Service of Notice	10
12.2	Time of Service	10
13.	Interpretation	10
	Schedule 1	
	Schedule 2	
	Schedule 3	

AK908740N

18/02/2014

\$113

173



Section 173 Agreement

Dated 6 / 2 / 2013 14 *MD*

Parties

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

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

Background

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

The Parties Agree

1. Definitions

In this Agreement unless expressed or implied to the contrary:

Act means the Planning and Environment Act 1987.

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

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

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

AK908740N

10/02/2014 \$113 173



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

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

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

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

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

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

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

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

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

AK908740N



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

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

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

dwelling has the same meaning as in the Scheme.

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

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

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

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

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

Person includes any corporation and vice versa.

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

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

practically completed or practical completion means the following:

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

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

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

AK908740N

18/02/2014

\$113

173



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

Scheme means the Greater Dandenong Planning Scheme.

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

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

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

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

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

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

VicUrban means the Victorian Urban Development Authority or its successor;

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

2. Agreement under Section 173 of the Act

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

3. Effect of Agreement

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

AK908740N



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

4. Owner's Warranties

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

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

5. Successors in Title

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

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

6. Covenants of Owner

6.1 Owner's Covenants

The Owner covenants that it will:

- 6.1.1 **Comply with the Urban Design Guidelines**
not construct any dwelling on the subject land or modify any existing dwelling on the subject land unless it is in accordance with the Urban Design Guidelines;
- 6.1.2 **Comply with the Approval Process**
fully comply with the Approval Process prior to the commencement of any Works unless the Works are otherwise approved of in writing by the Council;
- 6.1.3 **Substantial Commencement of the Development**
substantially commence the Development at its own cost by 3 March 2014;
- 6.1.4 **Practical completion of the Development**
practically complete the Development at its own cost by 19 June 2015;

AK908740N

18/02/2014 \$113 173



6.1.5 Construction of the Development

construct the Development in a proper and workmanlike manner;

6.1.6 Fibre to the Home

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

6.2 Notice

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

6.3 Compliance

The Owner covenants to:

- 6.3.1 comply with the requirements of all statutory authorities in relation to the development of the subject land;
- 6.3.2 comply with all statutes, regulations, local laws and planning controls in relation to the subject land; and
- 6.3.3 take all necessary steps to comply with the obligations of each clause in this Agreement.

6.4 Registration

The Owner covenants to:

- 6.4.1 consent to the Council making application to the Registrar of Titles to make a recording of this Agreement on the folio of the Register which relates to the subject land in accordance with Section 181 of the Act; and
- 6.4.2 do all things necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section.

6.5 Mortgagee to be Bound

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

6.6 Council's Costs to be Paid

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

AK908740N



6.7 Indemnity

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

6.8 Non-Compliance

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

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

6.9 Standard of Works

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

6.10 Council Access

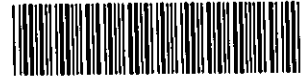
The Owner covenants to allow the Council and its officers, employees, contractors or agents or any of them, to enter the subject land (at any reasonable time) to assess compliance with this Agreement. The Council and its officers, employees, contractors or agents are to provide notice at least 24 hours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

7. Covenant of Council

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

AK908740N

18/02/2014 \$113 173



8. GST

8.1 GST Exclusive

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

8.2 Increase in Consideration

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

8.3 Payment of GST

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

8.4 Reimbursements

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

8.5 Tax Invoice

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

8.6 Adjustments & Adjustment Notes

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

8.7 Definitions

For the purposes of this clause:

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

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

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

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

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

AK908740N



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

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

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

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

Supplier means the entity making a Supply to the Recipient.

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

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

9. Power of Attorney

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

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

10. General

10.1 Further Assurance

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

10.2 No Waiver

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

10.3 Severability

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

10.4 No Fettering of Council's Powers

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

AK908740N



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

11. Ending of Agreement

11.1 This Agreement ends on the Termination Date.

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

12. Notices

12.1 Service of Notice

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

12.1.1 personally on the party; or

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

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

12.2 Time of Service

A notice or other communication is deemed served:

12.2.1 if served personally, upon service;

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

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

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

13. Interpretation

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

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

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

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

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

AK908740N

18/02/2014 \$113 173



AK908740N

18/02/2014

\$113

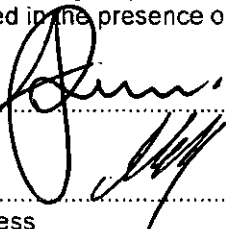
173



Signing Page

Executed by the parties

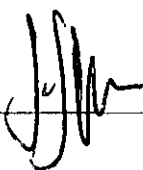
The Common Seal of the Greater
Dandenong City Council was hereunto
affixed in the presence of:

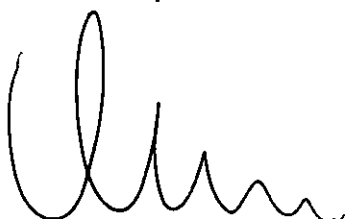

.....
.....
Witness

Chief Executive Officer

Councillor

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


.....
Director


.....
Director (or Company Secretary)

Jarrod Mark Leonard Sanfilippo
Full name

Anthony Edward Sanfilippo
Full name

36 Aberdeen Road, Altona.
Usual address

21 Slough Road, Altona.
Usual address

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

AK908740N

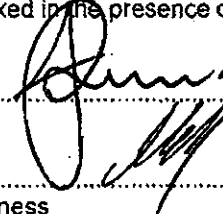
18/02/2014 \$113 173



Signing Page

Executed by the parties

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

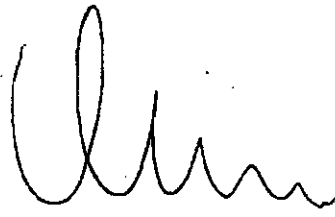

.....
Witness

Chief Executive Officer

Councillor

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


.....
Director


.....
Director (or Company Secretary)

James Mark Leonard Sanfilippo
Full name

Anthony Edward Sanfilippo
Full name

36 Aberdeen Road, Altona.
Usual address

21 Slough Road, Altona.
Usual address

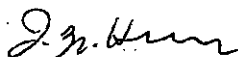
National Australia Bank Limited as Mortgagee under Instrument of Mortgage No.
dated 20/11/2013 which encumbers the subject land consents to
the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this
Agreement.

Executed by National Australia Bank Limited
by its Attorney

SOKUNTHEA DUL

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

.....
ATTORNEY



AK908740N

18/02/2014

\$113

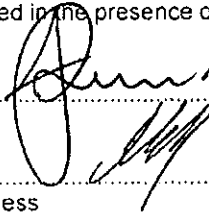
173



Signing Page

Executed by the parties

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

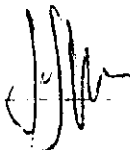

.....
Witness

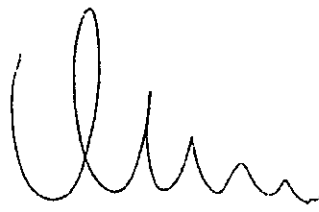
Chief Executive Officer

Councillor



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


.....
Director


.....
Director (or Company Secretary)

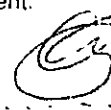
James Mark Leonard Sanfilippo
Full name

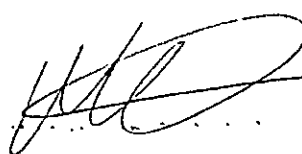
Anthony Edward Sanfilippo
Full name

36 Aberdeen Road, Altona
Usual address

21 Slough Road, Altona
Usual address

W.N. 14E22 NO 89 PT 100 as Mortgagee under Instrument of Mortgage No.
dated _____ which encumbers the subject land consents to
the Owner entering into this Agreement and agrees to be bound by the terms and conditions of this
Agreement.


.....
DIRECTOR
Leon Gryfenberg


.....
DIRECTOR
Mark Harrison

AK908740N

18/02/2014 \$113 173



Schedule 1

Development Concept Plans

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

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

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

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

AK908740N

18/02/2014

\$113

173



Schedule 2

Project Documentation

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

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

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

AK908740N

18/02/2014 \$113 173



AK908740N

18/02/2014 \$113 173



Schedule 3

Approval Process

1. Concept Design Material

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

2. Preliminary Review Assessment

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

3. Non-Approval of Concept Design Material

If the Metro Village Design Review Panel:

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

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

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

4. Builder to prepare and submit Project Documentation

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

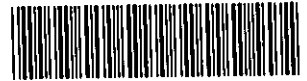
- 4.1 any technical, engineering, construction or other requirements of any Authorities;
- 4.2 the Property Restrictions;
- 4.3 the Urban Design Guidelines;
- 4.4 all Approvals;
- 4.5 all Laws and Requirements; and

AK908740N

18/02/2014

\$113

173



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

5. Approval by the Design Review Panel of Project Documentation

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

- 5.2 If the Metro Village Design Review Panel:

5.2.1 does not approve the Project Documentation; or

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

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

6. Approved Apartment Building

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

7. Variation of Project Documentation

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

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

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

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

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

If the Metro Village Design Review Panel:

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

AK908740N

18/02/2014

\$113

173



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

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

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

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

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

- 10.2 final approval of the Project Documentation,

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

11. Builder remains responsible for documentation

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

12. Builder retains responsibility for Builder's Works

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

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

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

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

13. General

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

AK908740N

18/02/2014

\$113

173



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

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS645691V
Number of Pages (excluding this cover sheet)	39
Document Assembled	28/07/2022 13:49

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.


	PLAN OF SUBDIVISION	Stage No.	LRS use only EDITION 4	Plan Number PS 645691V
--	----------------------------	-----------	----------------------------------	----------------------------------

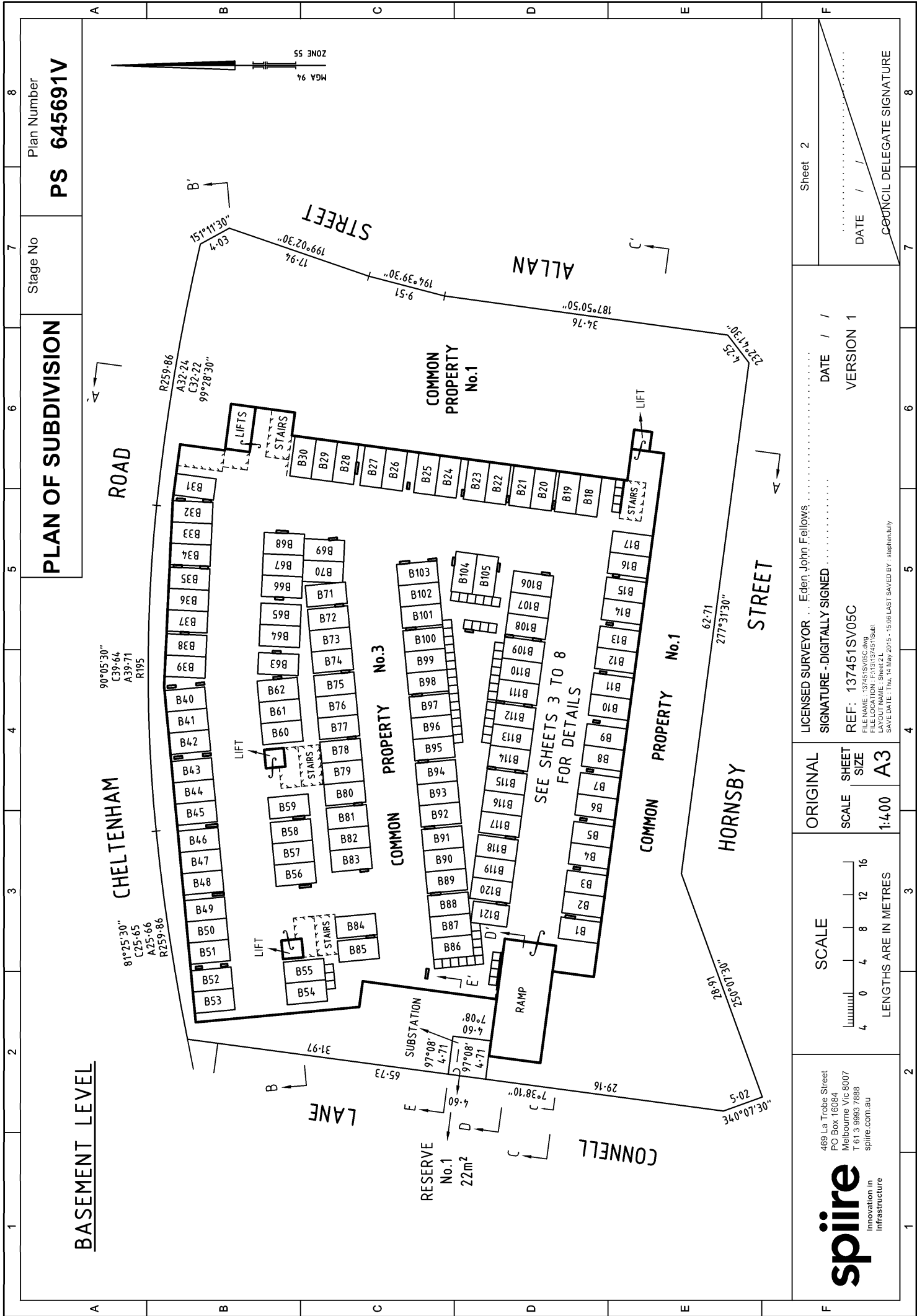
<p>Location of Land</p> <p>Parish: DANDENONG</p> <p>Township: -</p> <p>Section: 49</p> <p>Crown Allotments: 1, 3 & 4 (PARTS)</p> <p>Crown Portion: -</p> <p>Title Reference:</p> <p>C/T VOL 11200 FOL 323</p> <p>Last Plan Reference: PS 624750A, LOT 616</p> <p>Postal Address: 51-67 HORNSBY STREET, (At time of subdivision) DANDENONG, VIC. 3175</p> <p>MGA Co-ordinates: E 342 280 (Of approx. centre of plan) N 5793 750 Zone 55</p>	<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: GREATER DANDENONG CITY COUNCIL Ref:</p> <ol style="list-style-type: none"> This Plan is certified under Section 6 of the Subdivision Act 1988. This plan is certified under section 11(7) of the Subdivision Act 1988 Date of original certification under section 6/...../ This is a statement of compliance issued under section 21 of the Subdivision Act 1988. <p>OPEN SPACE</p> <p>(i) A requirement for public open space under Section 18 Subdivision Act 1988 has/has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage</p> <p>Council delegate Council seal Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988.</p> <p>Council delegate Council seal Date / /</p>
--	--

Vesting of Roads or Reserves	
Identifier	Council/Body/Person
RESERVE No.1	UNITED ENERGY DISTRIBUTION PTY. LTD.

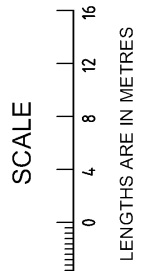
Notations	
Depth Limitation: DOES NOT APPLY	Staging: This is a staged subdivision Planning Permit No. PLN 11/0893
<p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.</p> <p>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE: ALL BOUNDARIES</p> <p>ALL INTERNAL CABLES, SERVICE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

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

METRO DANDENONG				Sheet 1 of 38 Sheets
 <p>469 La Trobe Street PO Box 16084 Melbourne Vic 8007 T 61 3 9993 7888 spiire.com.au</p>	<p>LICENSED SURVEYOR .. Eden John Fellows</p> <p>SIGNATURE-.DIGITALLY SIGNED DATE / /</p> <p>REF: 137451SV01 VERSION 5</p> <p><small>FILE NAME : 137451SV01.dwg FILE LOCATION : C:\ACAD\TEMP\AcPublish_4300. LAYOUT NAME : Sheet 1 SAVE DATE : Fri, 08 Feb 2015 - 11:07 LAST SAVED BY : stephen.tully</small></p>		<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>	



469 La Trobe Street
PO Box 16084
Melbourne VIC 8007
T 61 3 9953 7888
spire.com.au



ORIGINAL SCALE

SHEET SIZE

1:400 A3

LICENSED SURVEYOR ... Eden John Fellows

SIGNATURE - DIGITALLY SIGNED ...

REF: 137451SV05C

FILE NAME: 137451SV05C.dwg

LAYOUT NAME: Sheet 2

SAVE DATE: Thu, 14 May 2015 - 15:06 LAST SAVED BY: stephen.tury

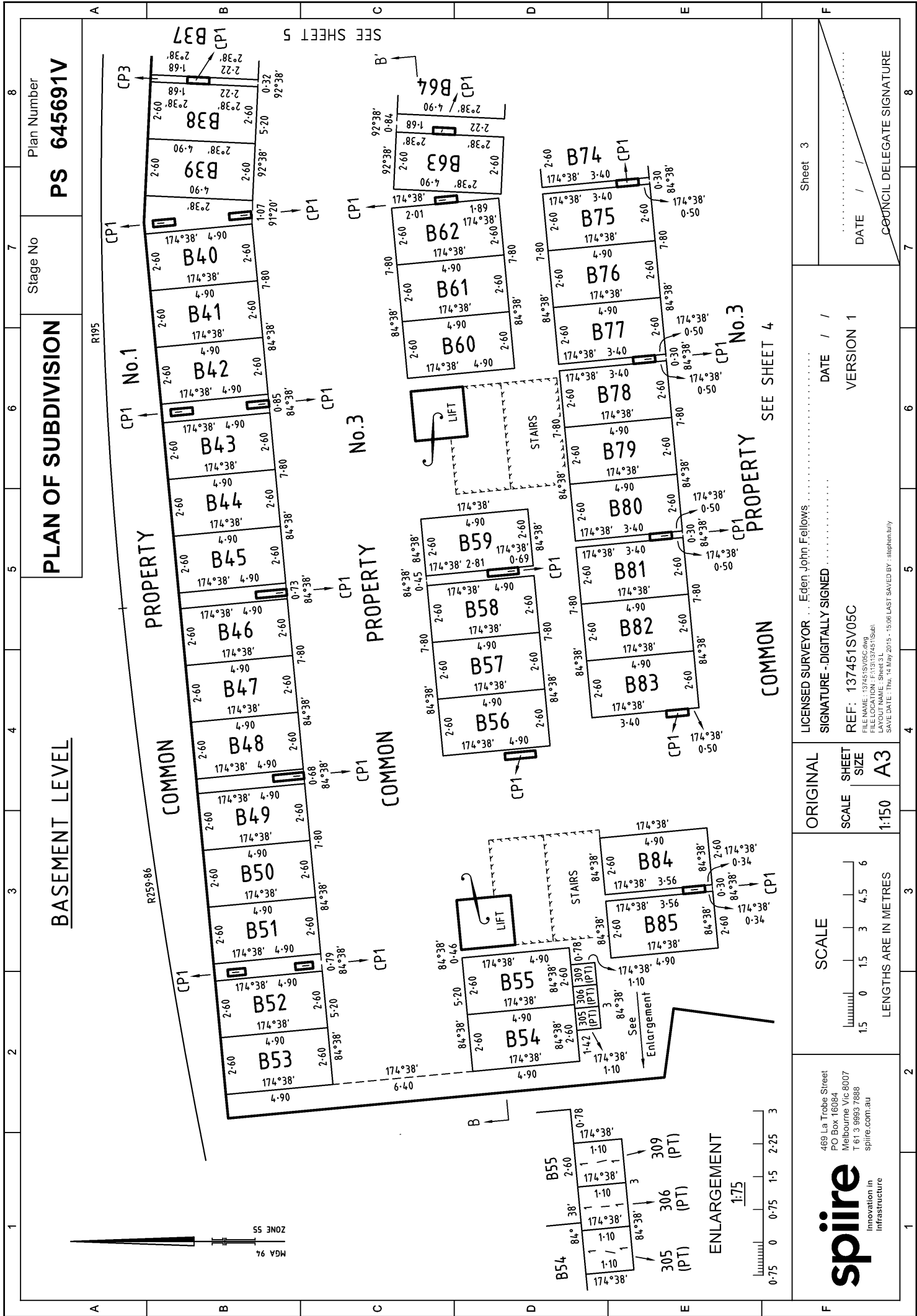
DATE / /

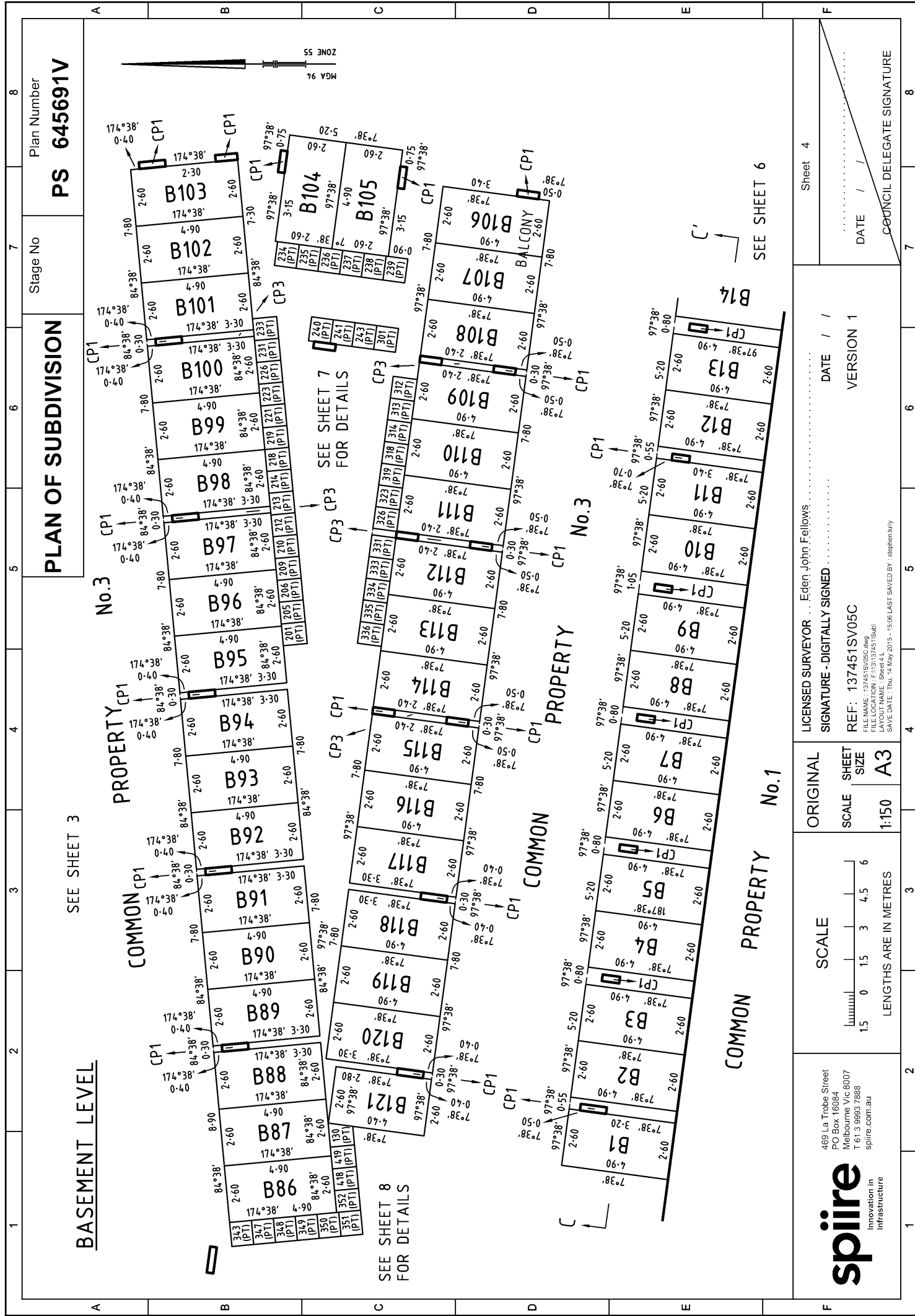
VERSION 1

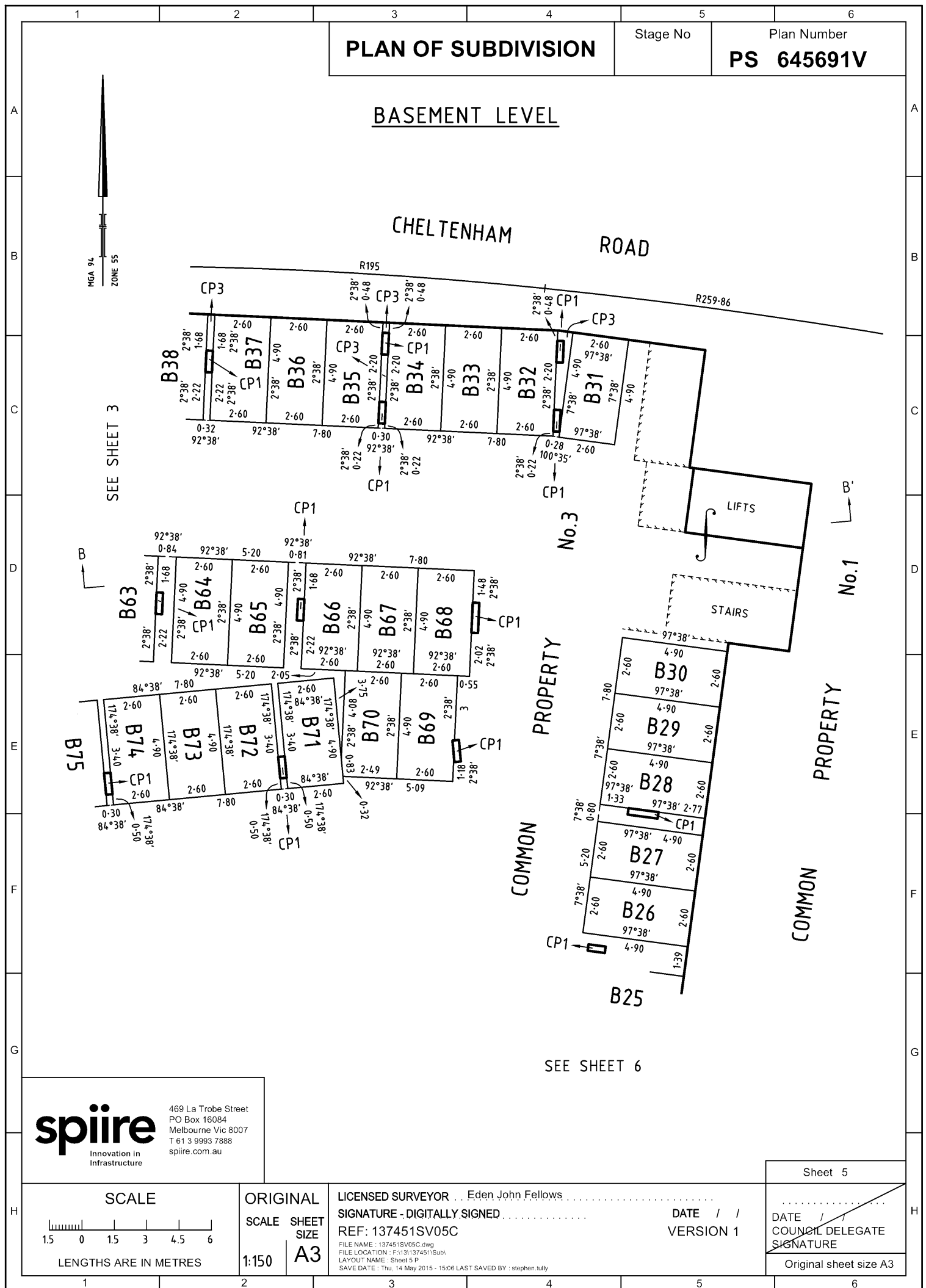
COUNCIL DELEGATE SIGNATURE

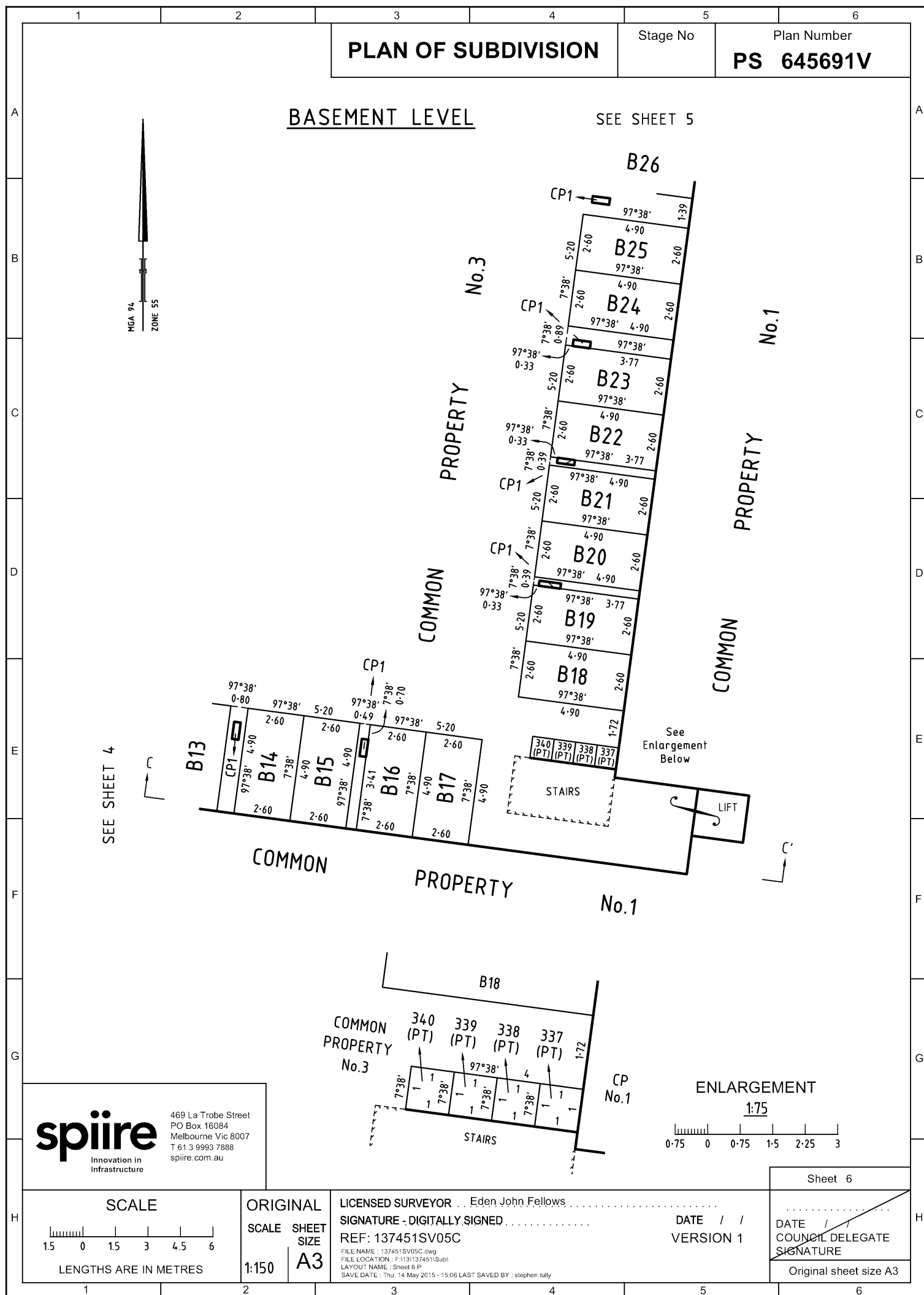
DATE / /

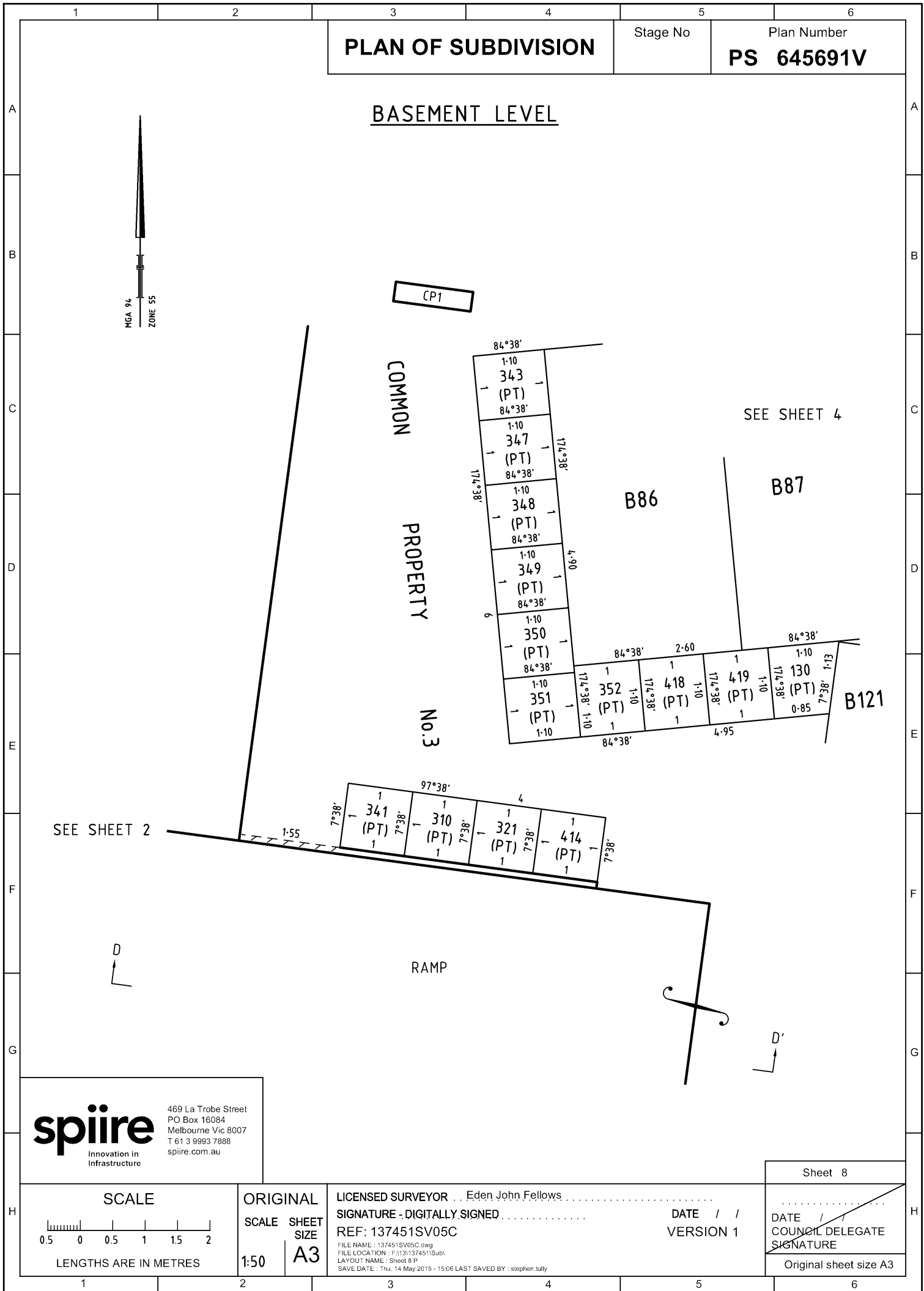
Sheet 2

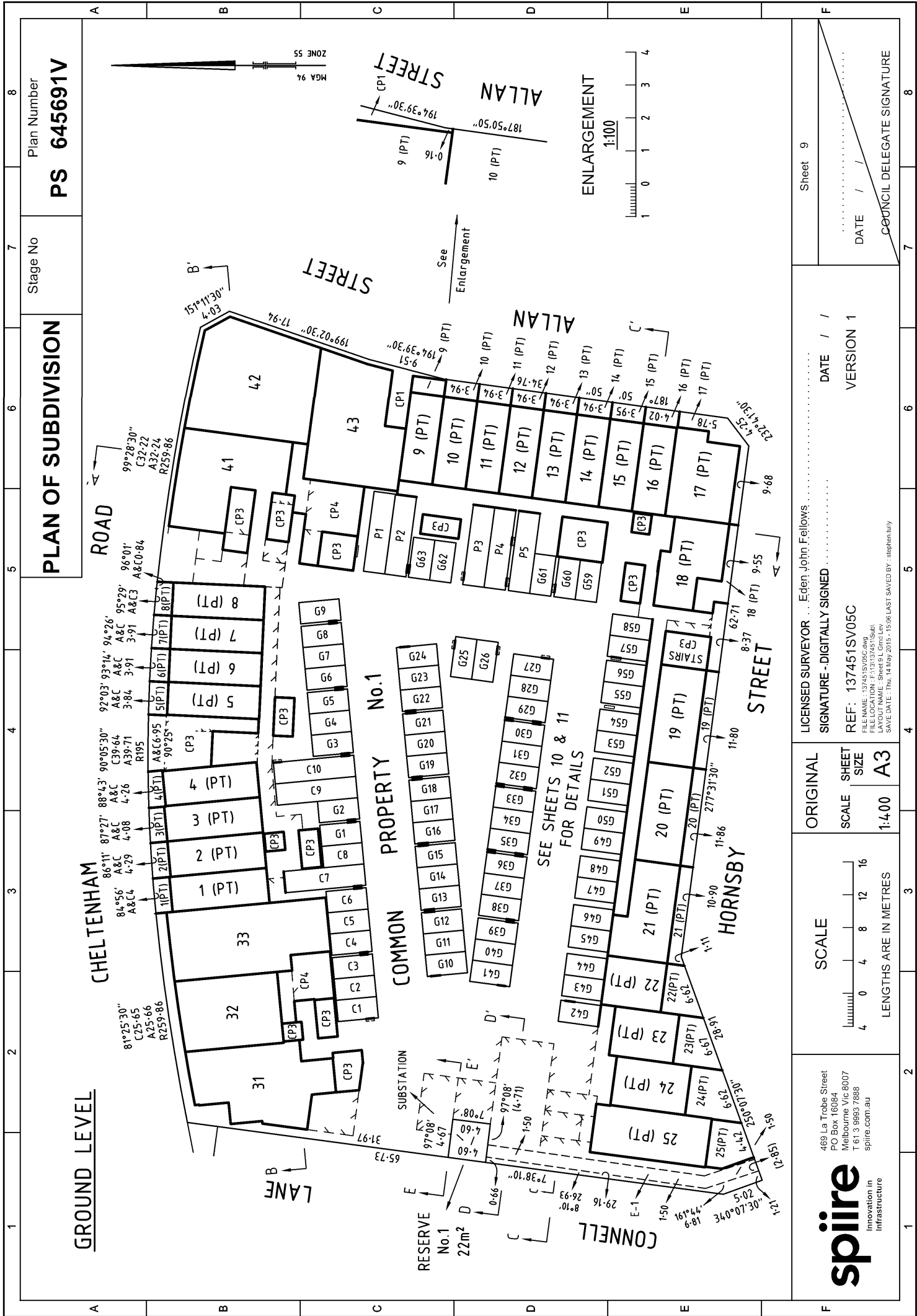












Plan Number
PS 645691V

Stage No

PLAN OF SUBDIVISION

GROUND LEVEL

CHELTEMHAM

ROAD

PROPERTY No.1

COMMON

SEE SHEETS 10 & 11
FOR DETAILS

ENLARGEMENT

1:100

LICENSED SURVEYOR ... Eden John Fellows

SIGNATURE - DIGITALLY SIGNED

DATE / /

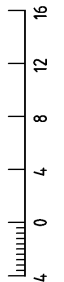
REF: 137451SV05C

FILE NAME: 137451SV05C.dwg

LAYOUT NAME: Sheet 9.1, Grid Lev

SAVE DATE: Thu, 14 May 2015 - 15:06 LAST SAVED BY: stephen.tury

SCALE



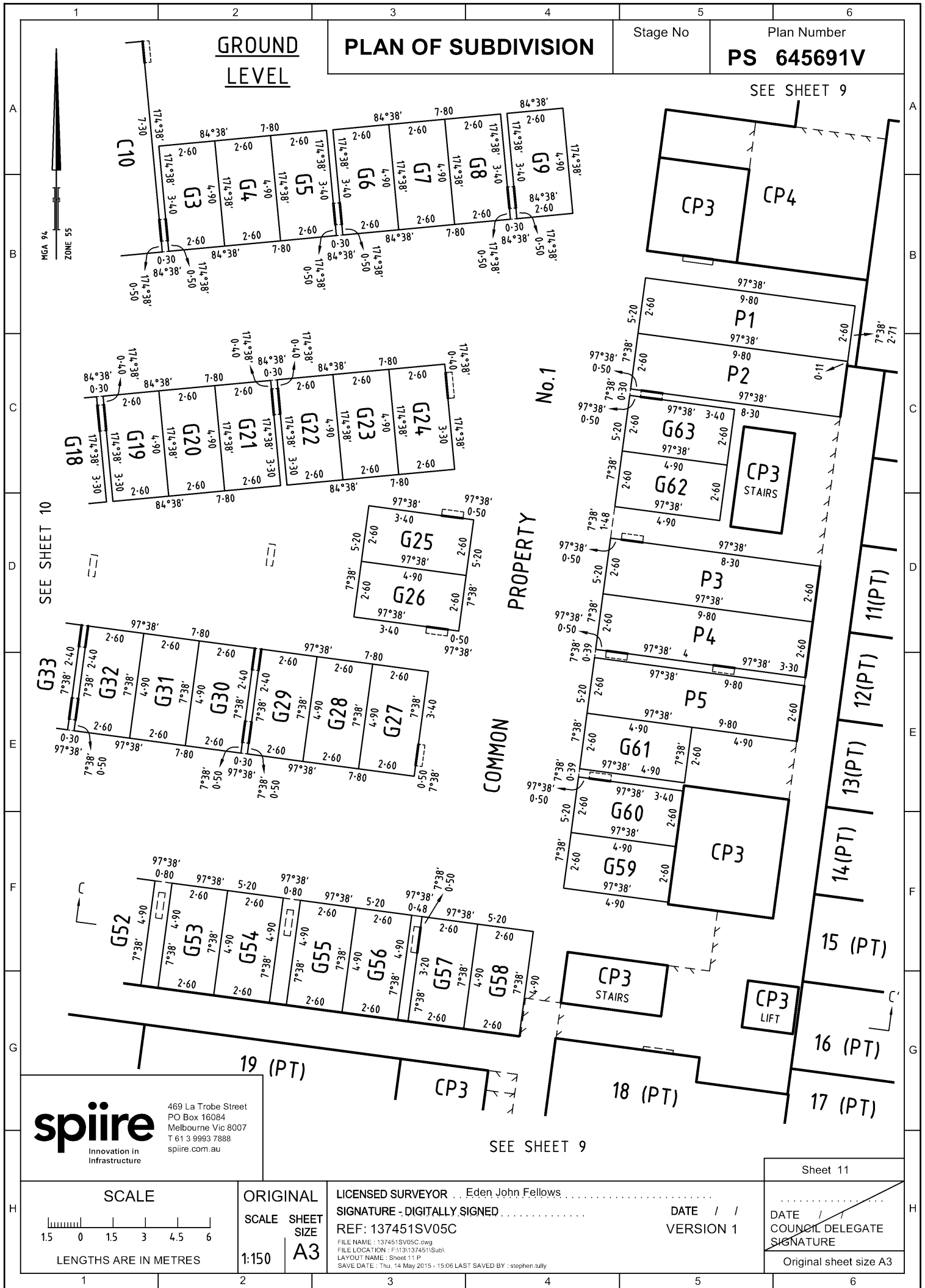
LENGTHS ARE IN METRES

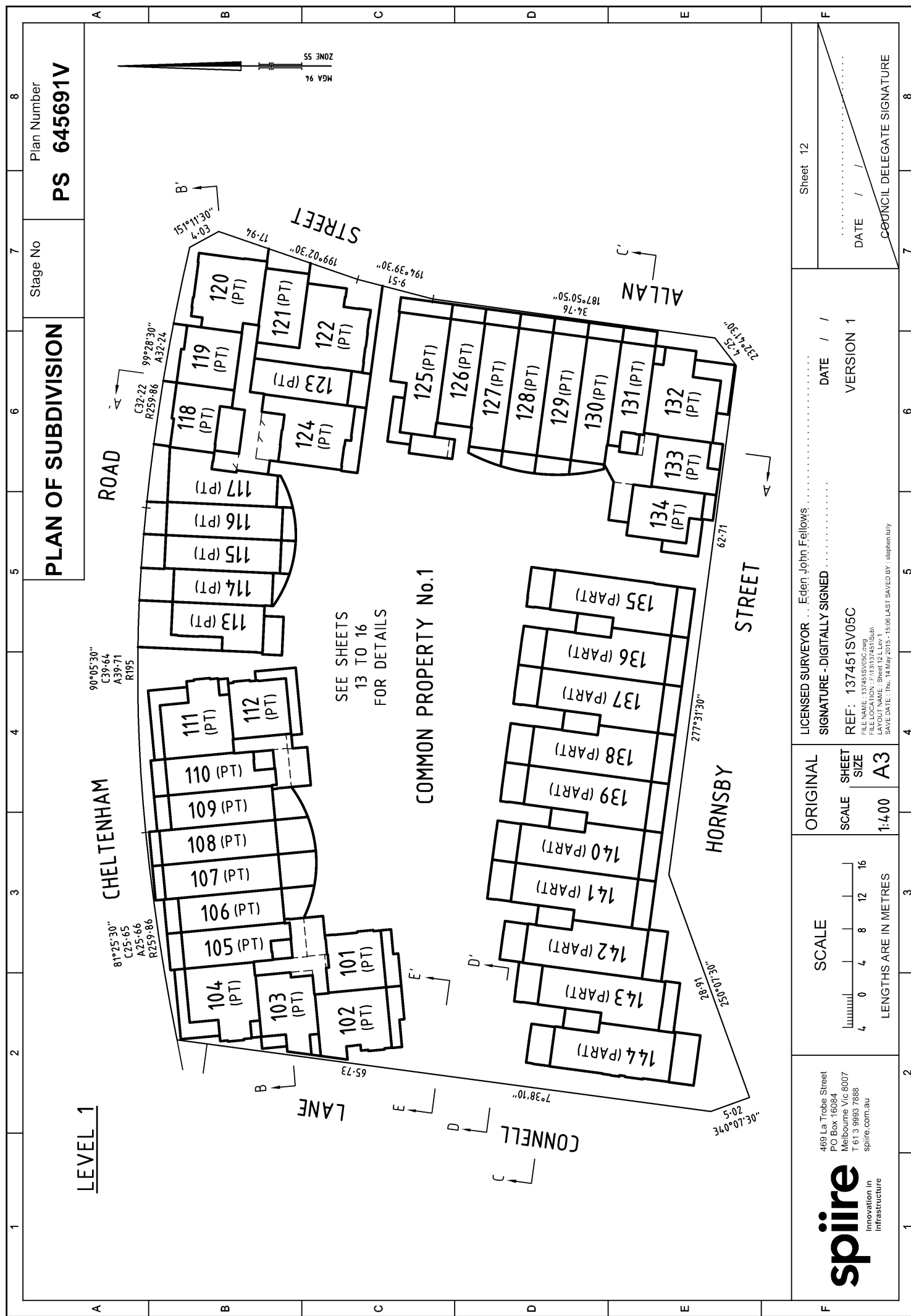
469 La Trobe Street
PO Box 16084
Melbourne Vic 8007
T 61 3 9953 7888
spire.com.au

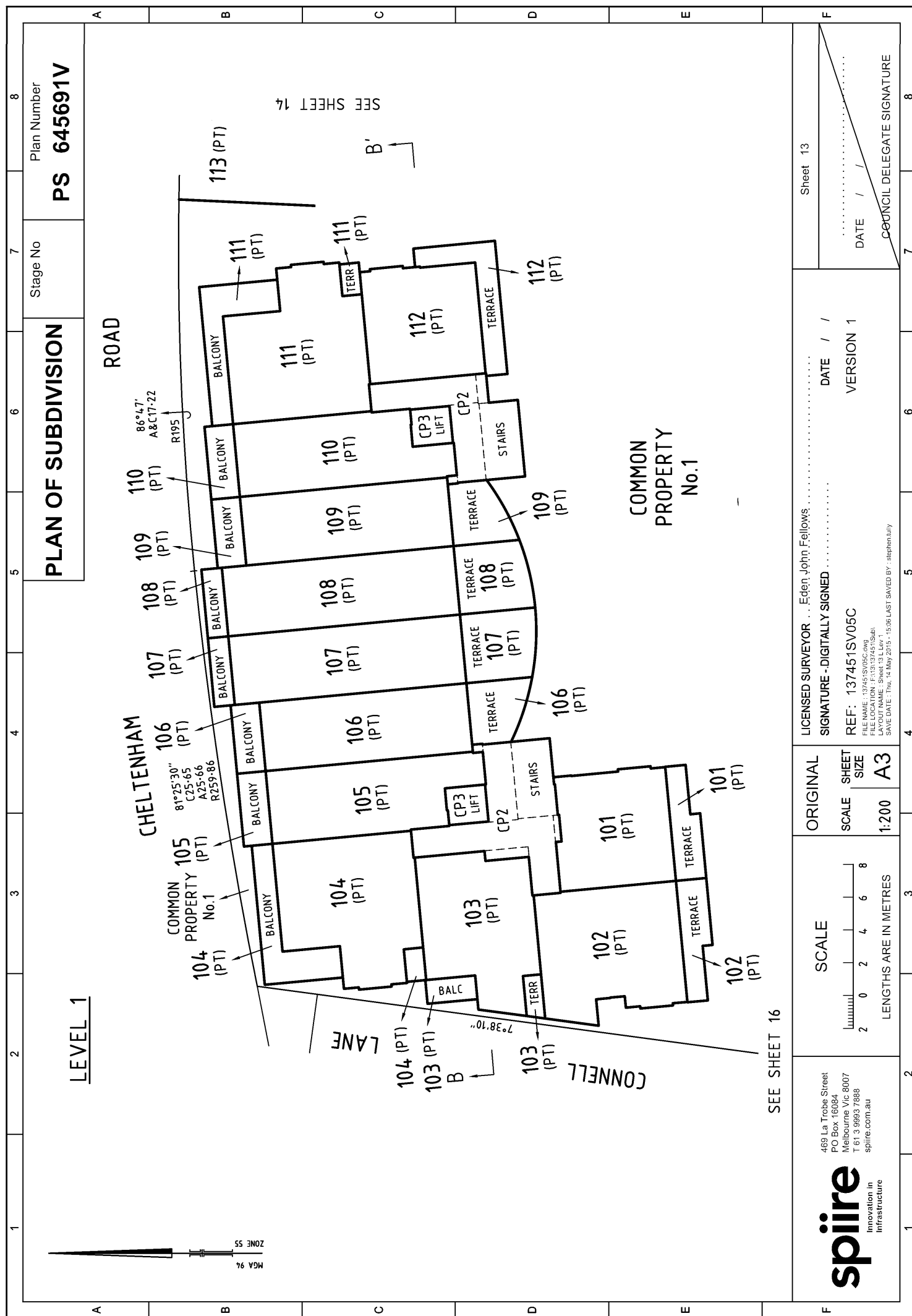


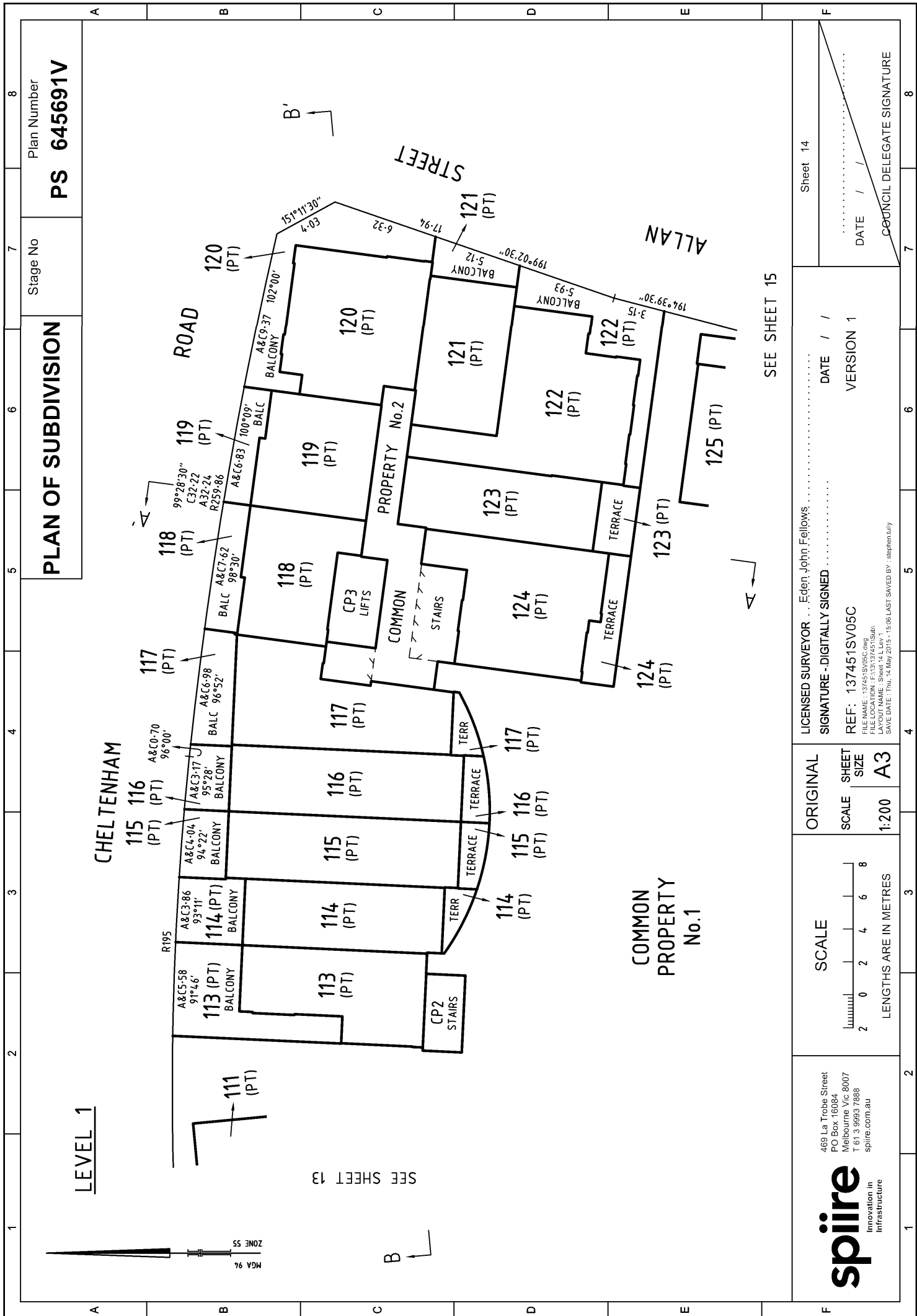
Sheet 9

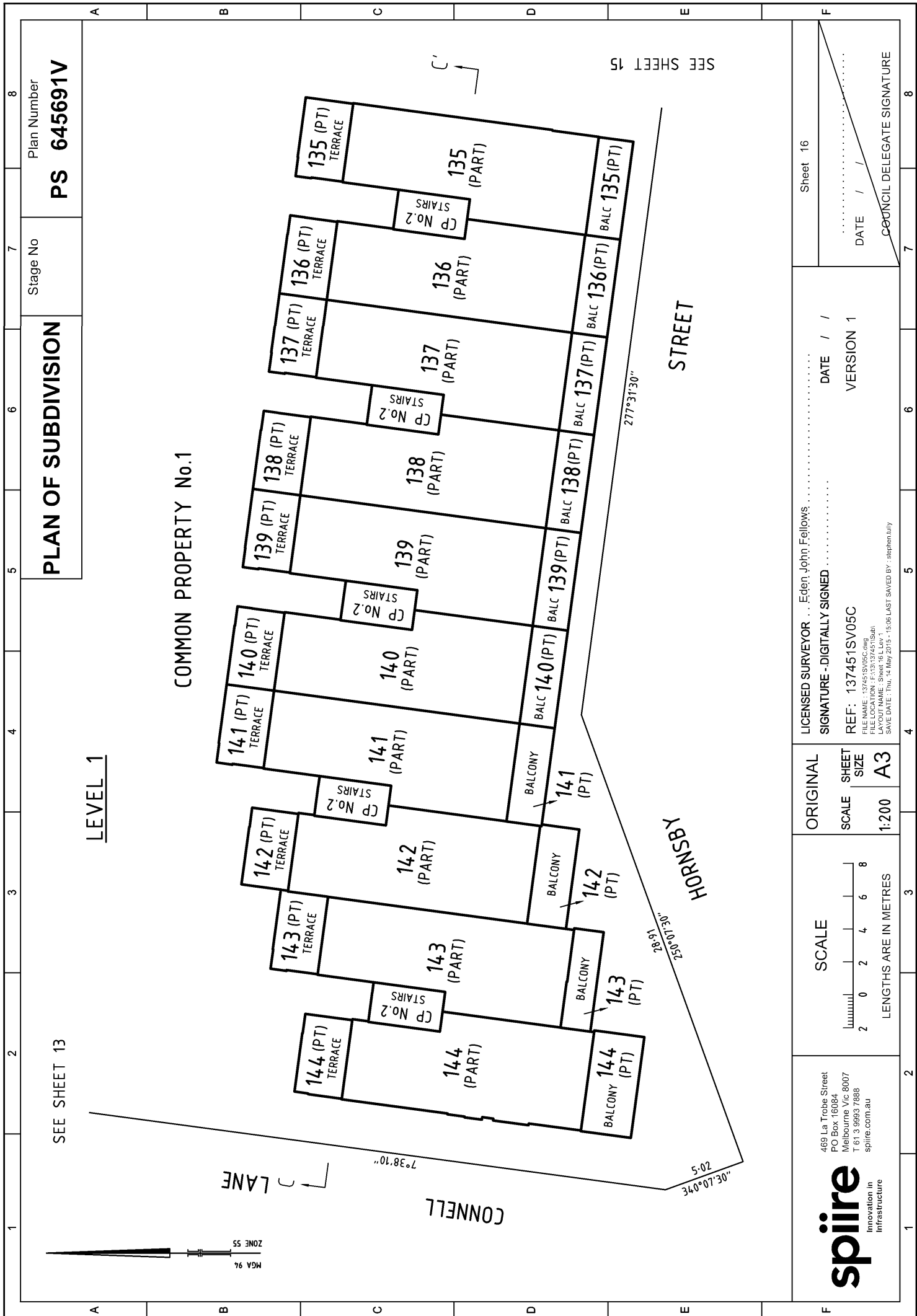
DATE / /
COUNCIL DELEGATE SIGNATURE



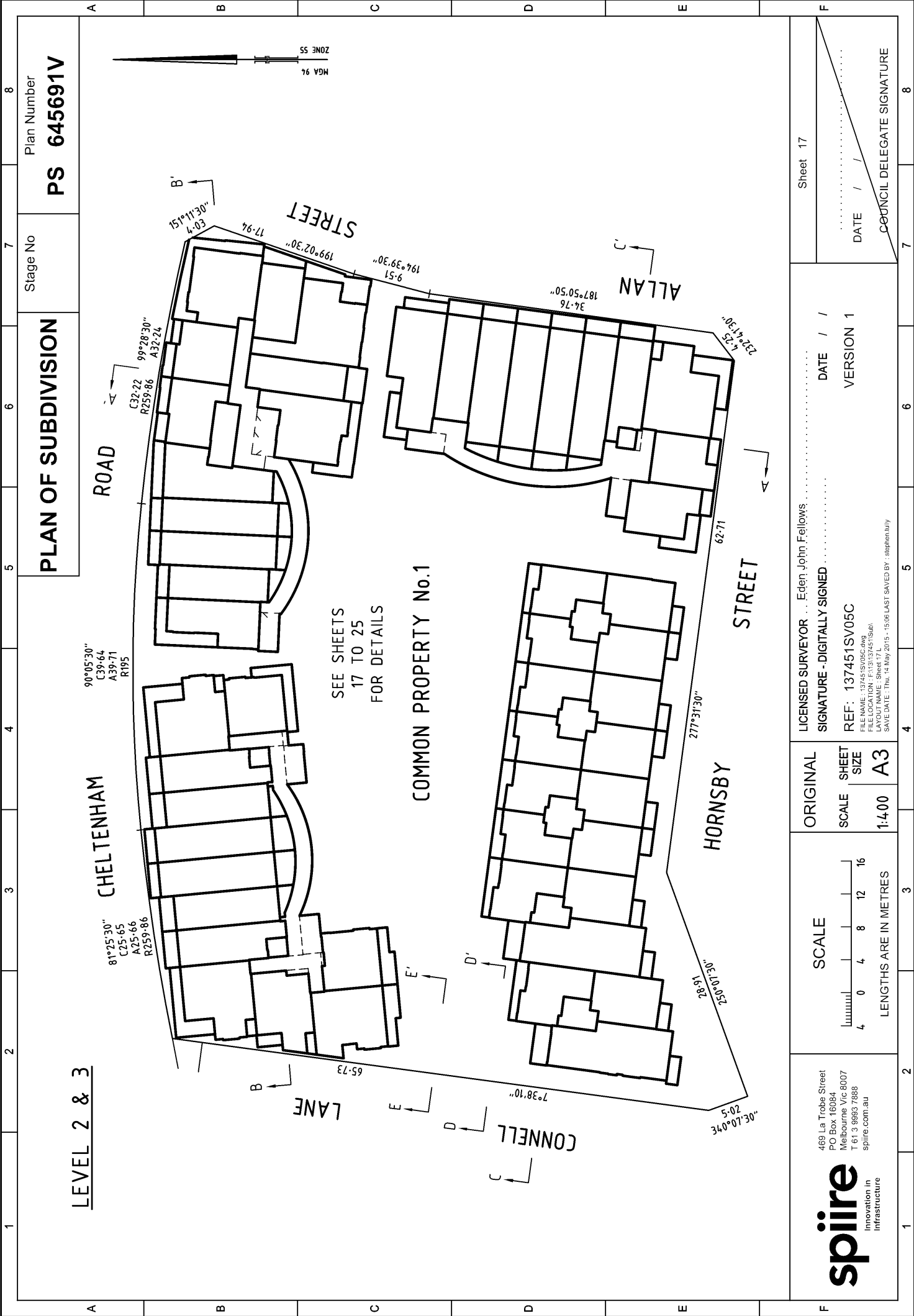


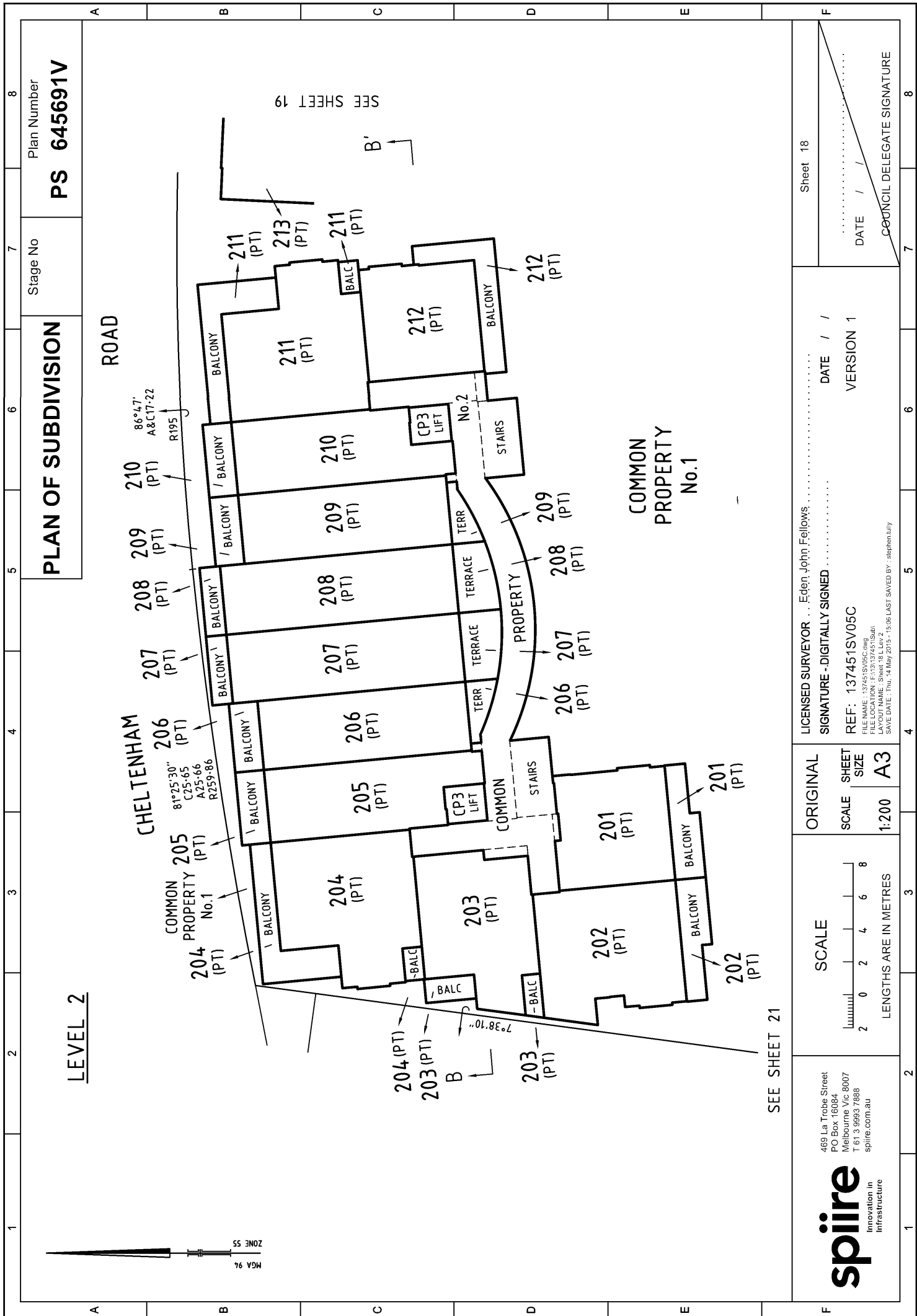






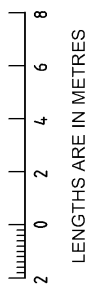
469 La Trobe Street PO Box 15084 Melbourne Vic 8007 T 61 3 9993 7888 spire.com.au		spire Innovation in Infrastructure		ORIGINAL SCALE 1:200 SHEET SIZE A3		LICENSED SURVEYOR ... Eden John Fellows SIGNATURE - DIGITALLY SIGNED REF: 137451SV05C FILE NAME: 137451SV05C.dwg LAYOUT NAME: Sheet - 16 LAY 1 SAVE DATE: Thu, 14 May 2015 - 15:06 LAST SAVED BY: stephen.luly		DATE / / VERSION 1		Sheet 16 DATE / / COUNCIL DELEGATE SIGNATURE	
---	--	---	--	---	--	---	--	-----------------------	--	--	--





469 La Trobe Street
PO Box 15084
Melbourne Vic 8007
T 61 3 9993 7888
spire.com.au

SCALE



ORIGINAL
SCALE
1:200

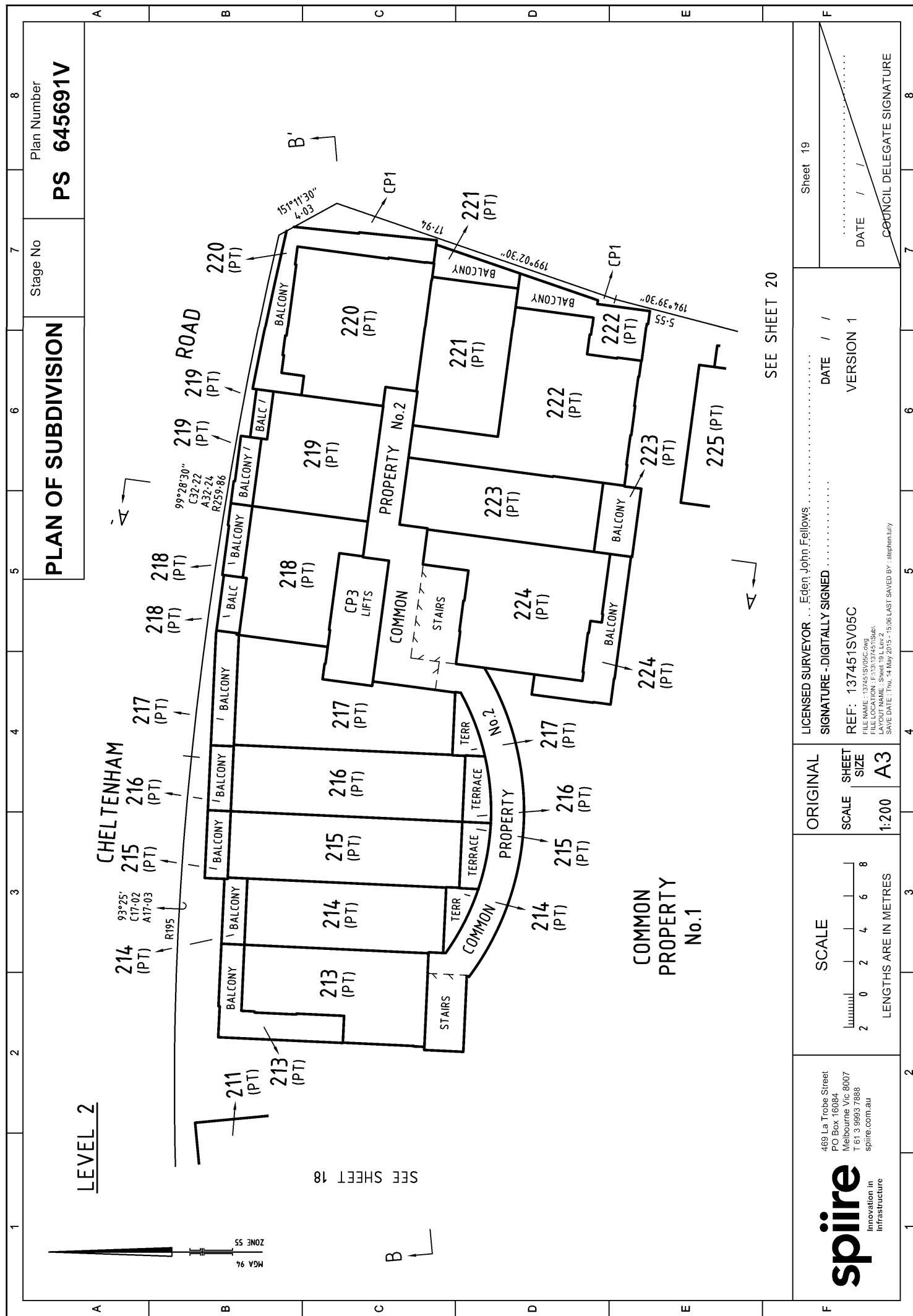
SHEET
SIZE
A3

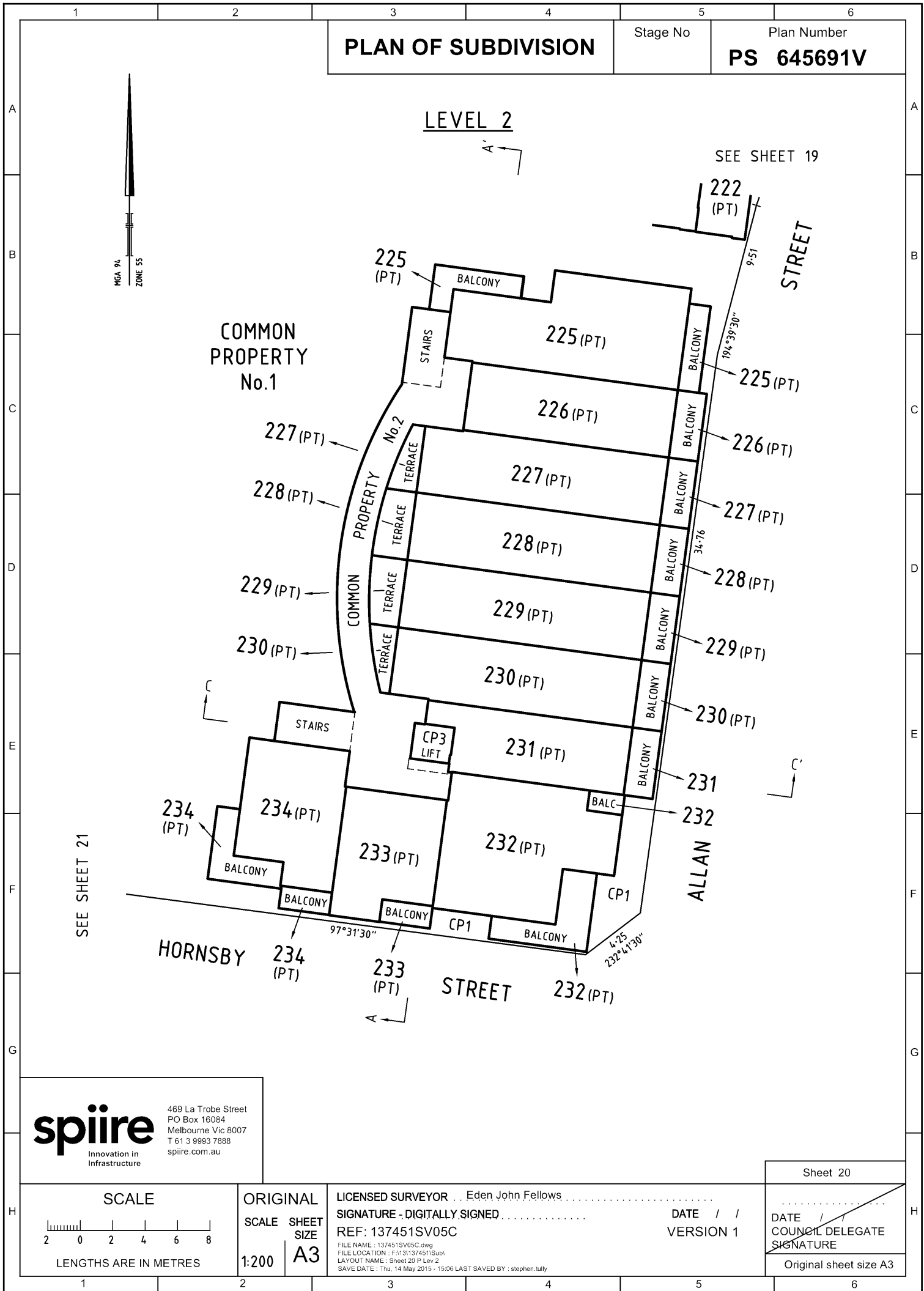
LICENSED SURVEYOR ... Eden John Fellows
SIGNATURE - DIGITALLY SIGNED
REF: 137451SV05C
FILE NAME: 137451SV05C.dwg
LAYOUT NAME: Sheet 18 Lay 2
SAVE DATE: Thu, 4 May 2015 15:06 LAST SAVED BY: stephen.lilly

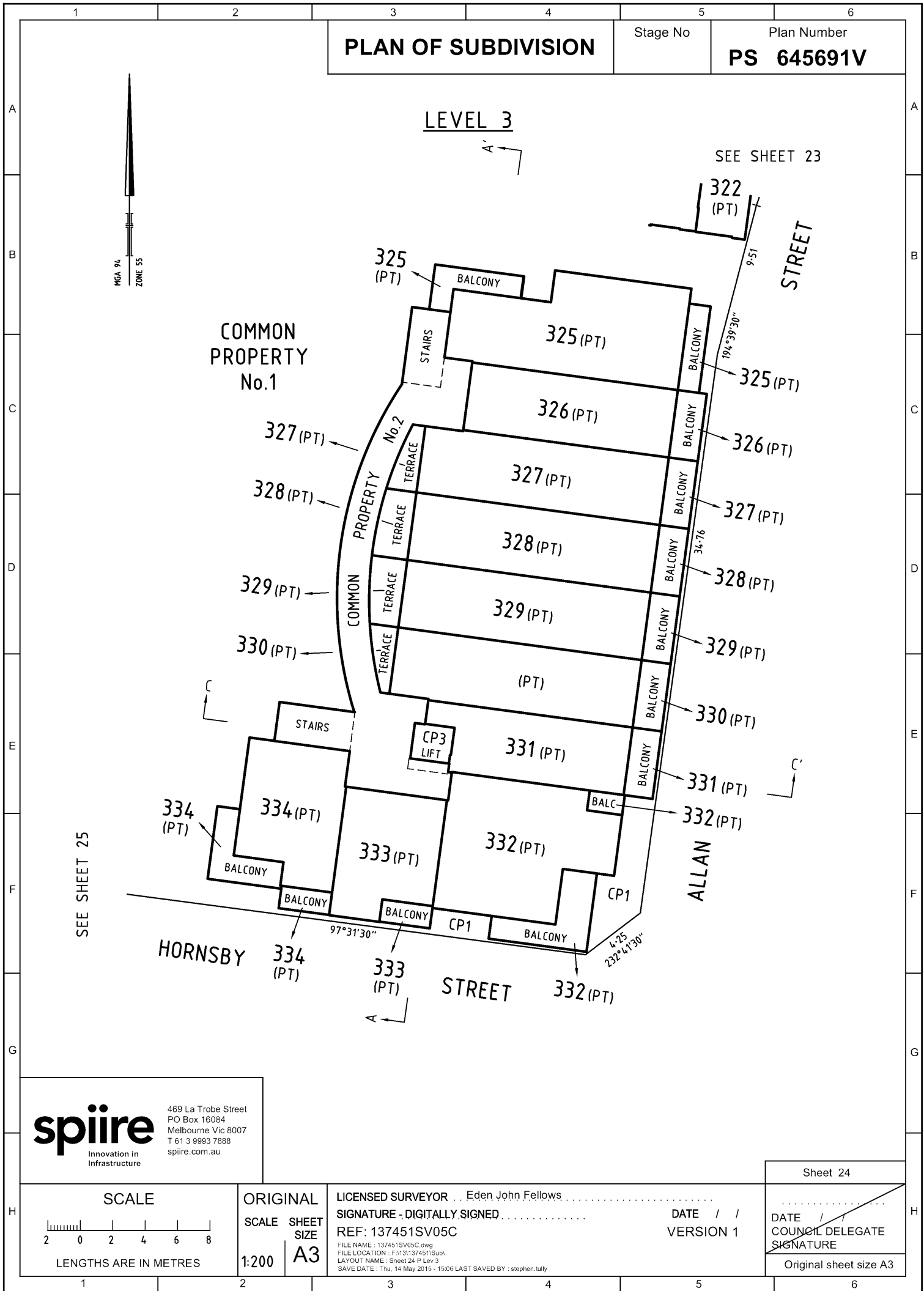
DATE / /
VERSION 1

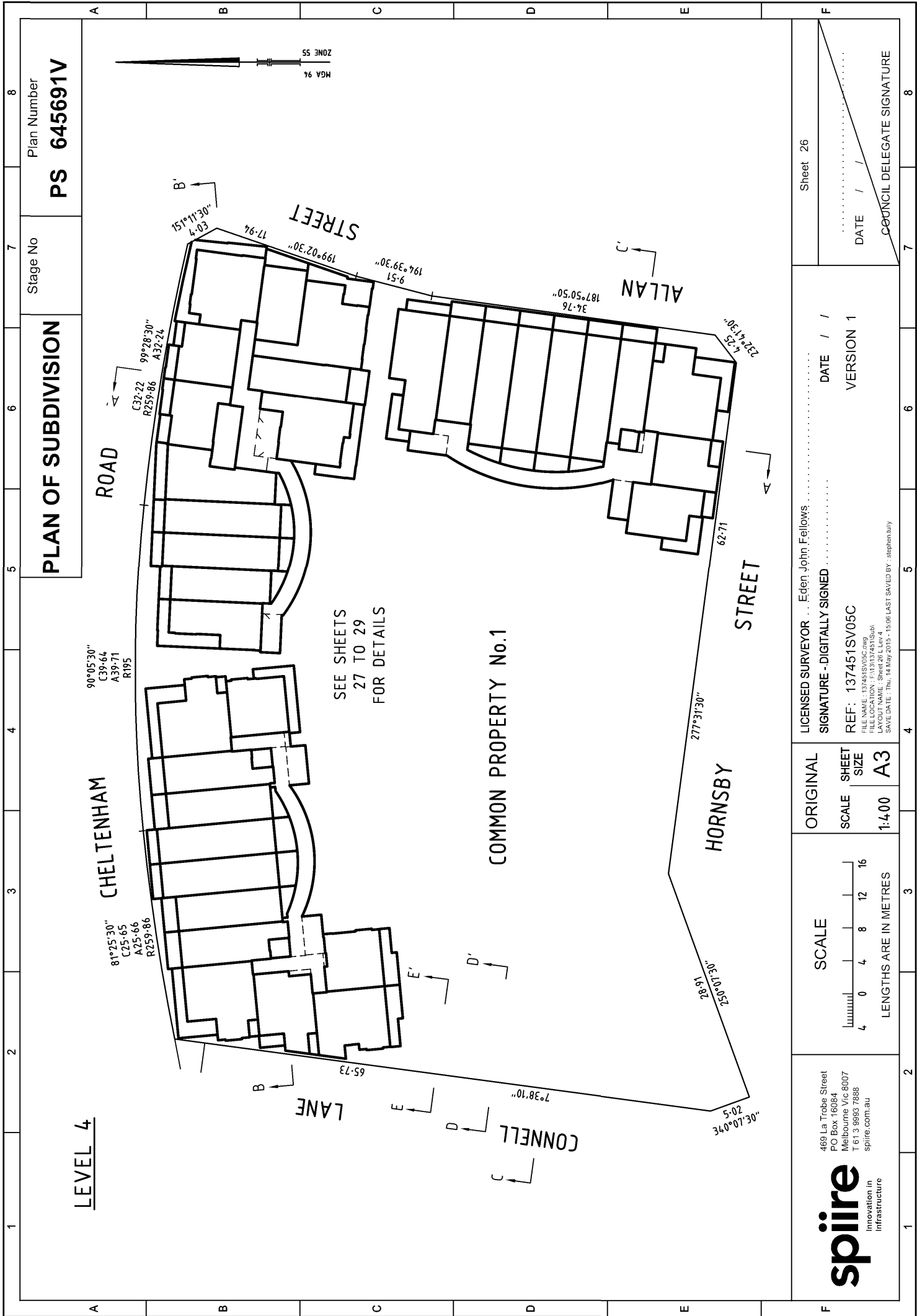
Sheet 18

COUNCIL DELEGATE SIGNATURE










LEVEL 4

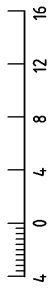
Plan Number
PS 645691V

Stage No
PLAN OF SUBDIVISION



469 La Trobe Street
PO Box 16084
Melbourne VIC 8007
T 61 3 9993 7888
spire.com.au

SCALE



LENGTHS ARE IN METRES

ORIGINAL

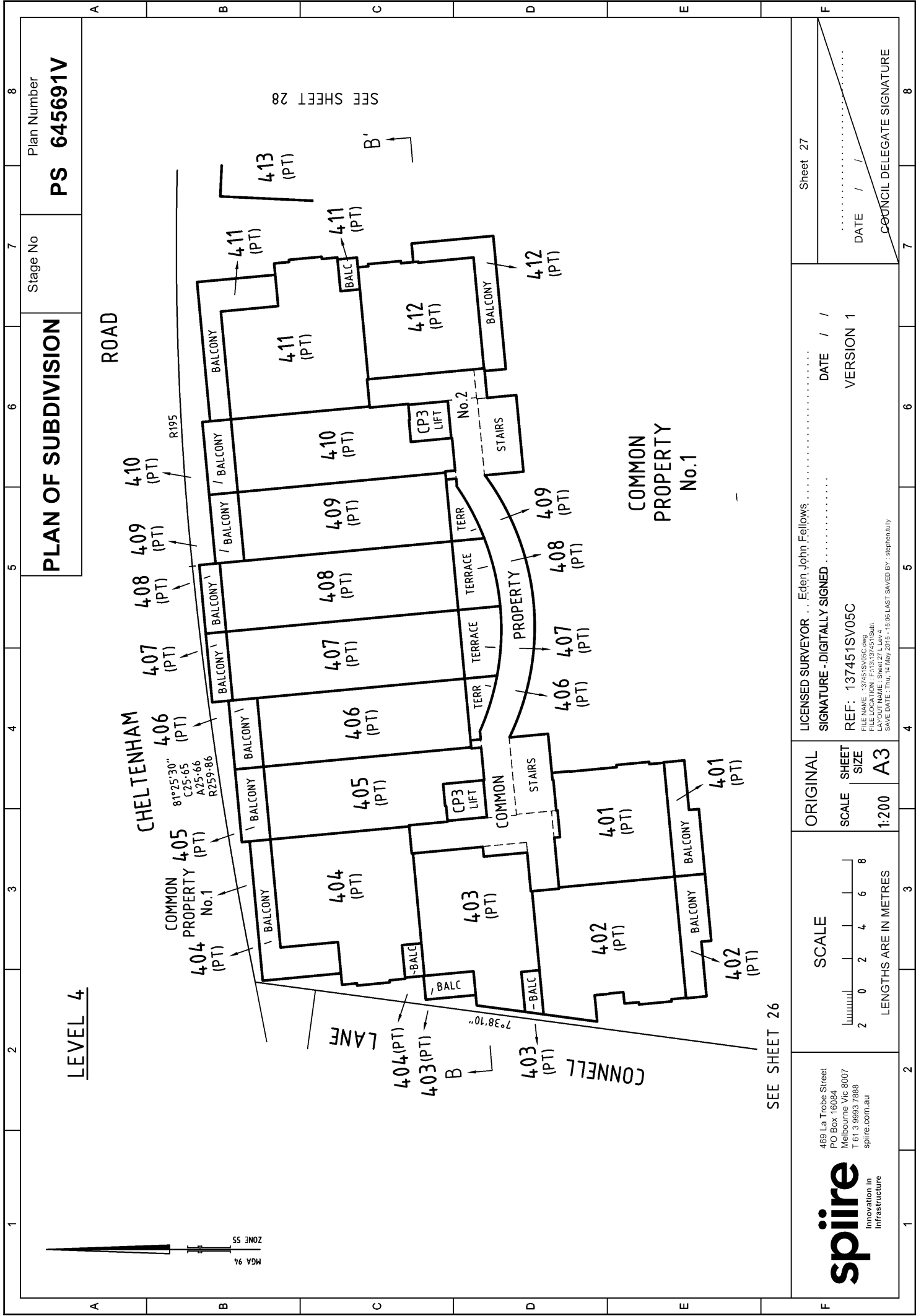
SCALE 1:400

SHEET SIZE A3

LICENSED SURVEYOR ... Eden John Fellows
SIGNATURE - DIGITALLY SIGNED ...
REF: 137451SV05C
FILE NAME: 137451SV05C.dwg
LAYOUT NAME: Sheet 26 L Lay 4
SAVE DATE: Thu, 14 May 2015 - 15:06 LAST SAVED BY: stephen.tully

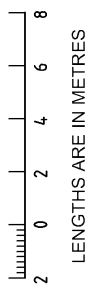
DATE / /
VERSION 1

Sheet 26
DATE / /
COUNCIL DELEGATE SIGNATURE



469 La Trobe Street
PO Box 15084
Melbourne Vic 8007
T 61 3 9993 7888
spire.com.au

SCALE



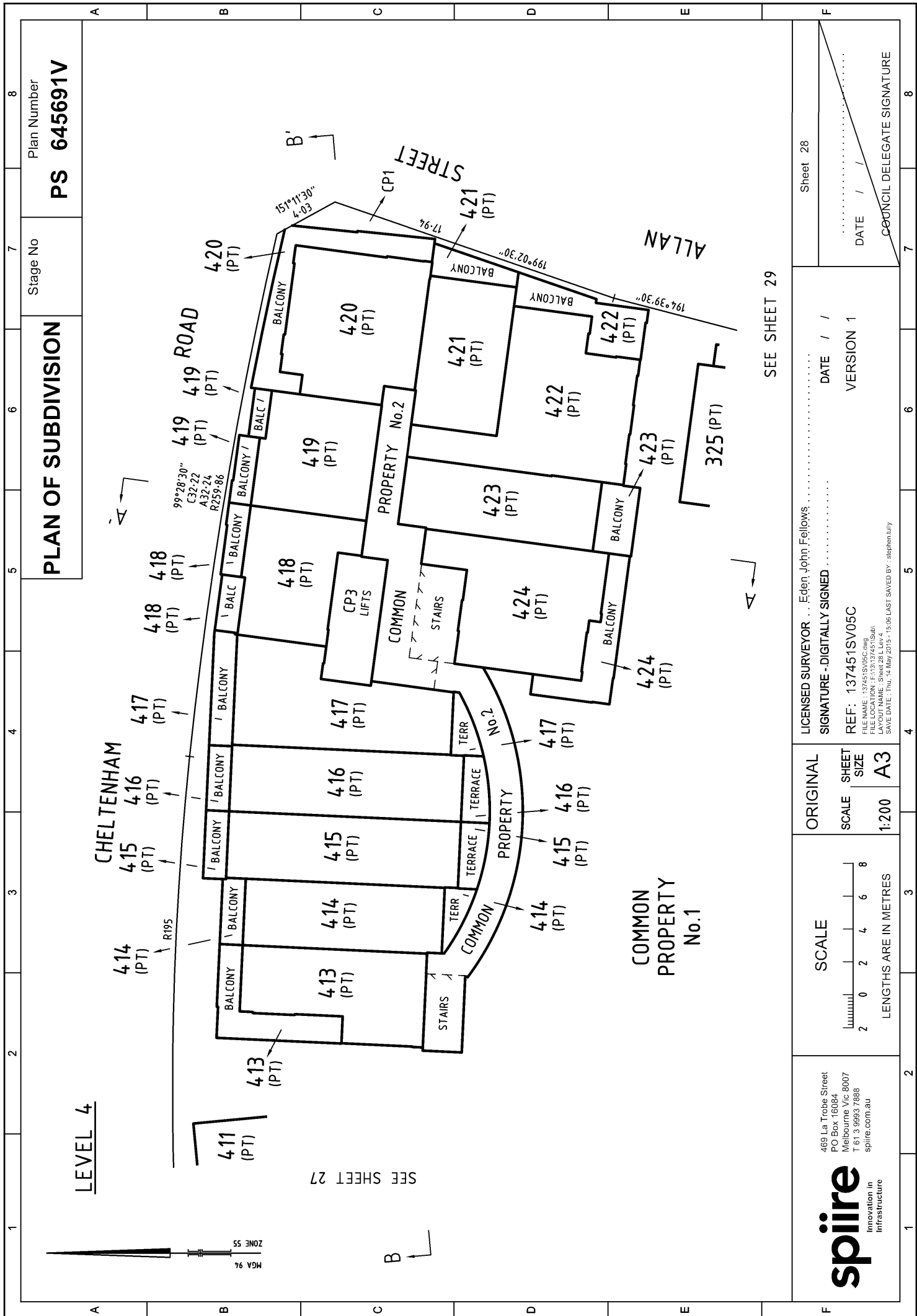
ORIGINAL SCALE 1:200
SHEET SIZE A3

LICENSED SURVEYOR ... Eden John Fellows
SIGNATURE - DIGITALLY SIGNED ...
REF: 137451SV05C
FILE NAME: 137451SV05C.dwg
LAYOUT NAME: Sheet 27 LL.dwg
SAVE DATE: Thu, 14 May 2015 - 15:06 LAST SAVED BY: stephen.lilly

DATE / /
VERSION 1

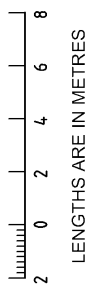
Sheet 27

DATE / /
COUNCIL DELEGATE SIGNATURE



469 La Trobe Street
PO Box 16084
Melbourne Vic 8007
T 61 3 9993 7888
spire.com.au

SCALE



ORIGINAL

SCALE
SHEET
SIZE
1:200
A3

LICENSED SURVEYOR ... Eden John Fellows

SIGNATURE - DIGITALLY SIGNED

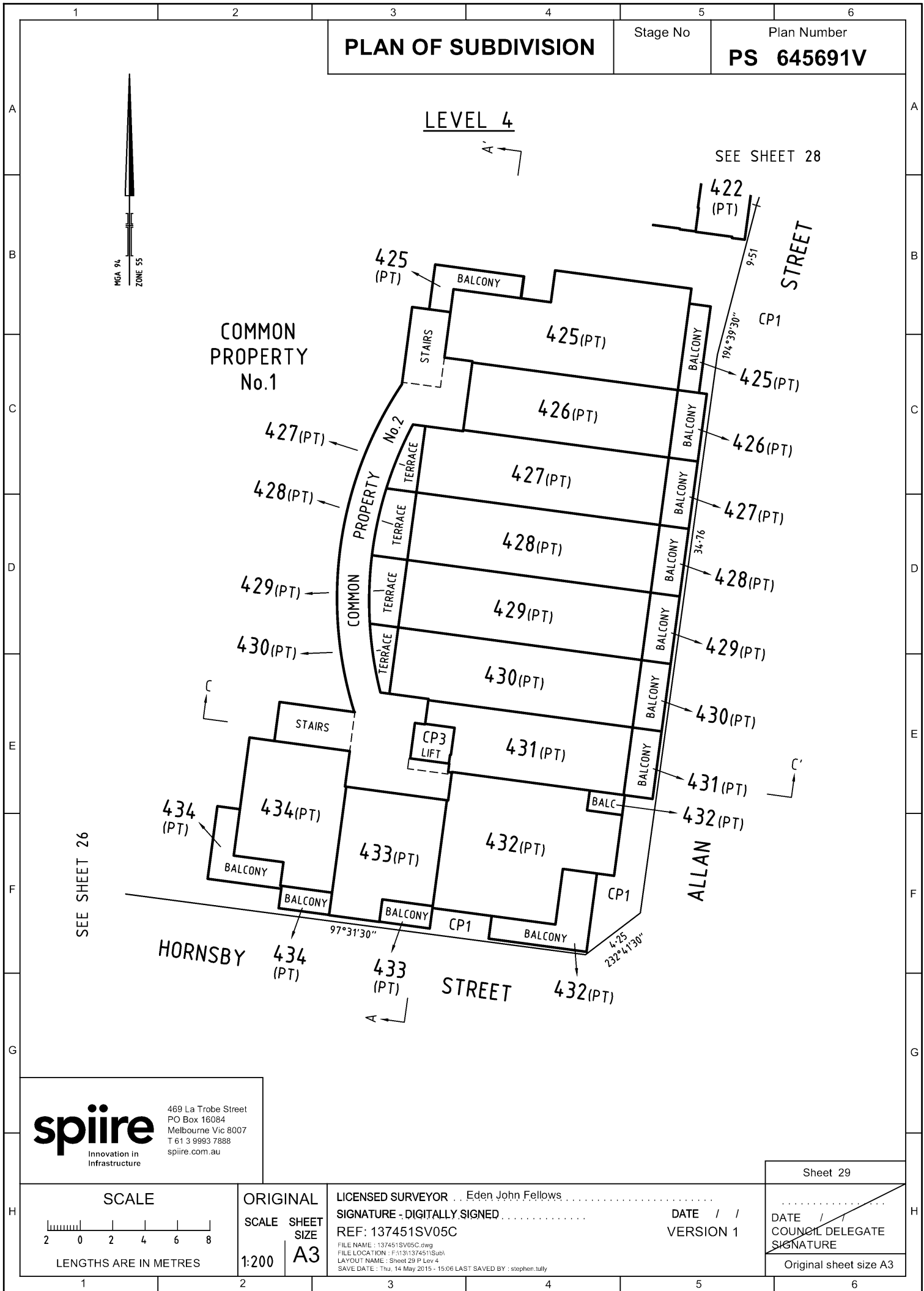
REF: 137451SV05C

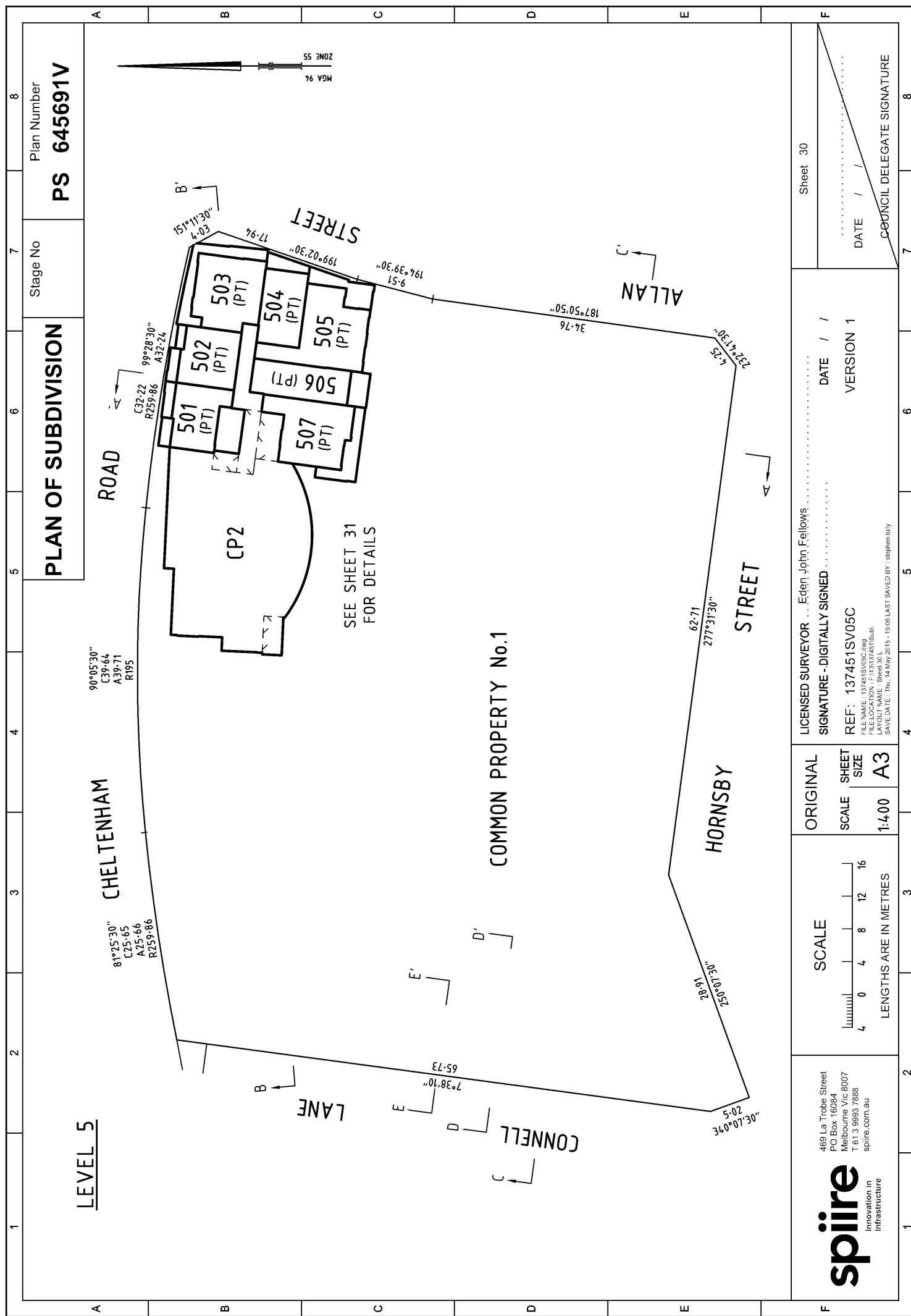
FILE NAME: 137451SV05C.dwg
LAYOUT NAME: Sheet 28 LL Lay 4
SAVE DATE: Thu, 14 May 2015 - 15:06 LAST SAVED BY: stephen.lilly

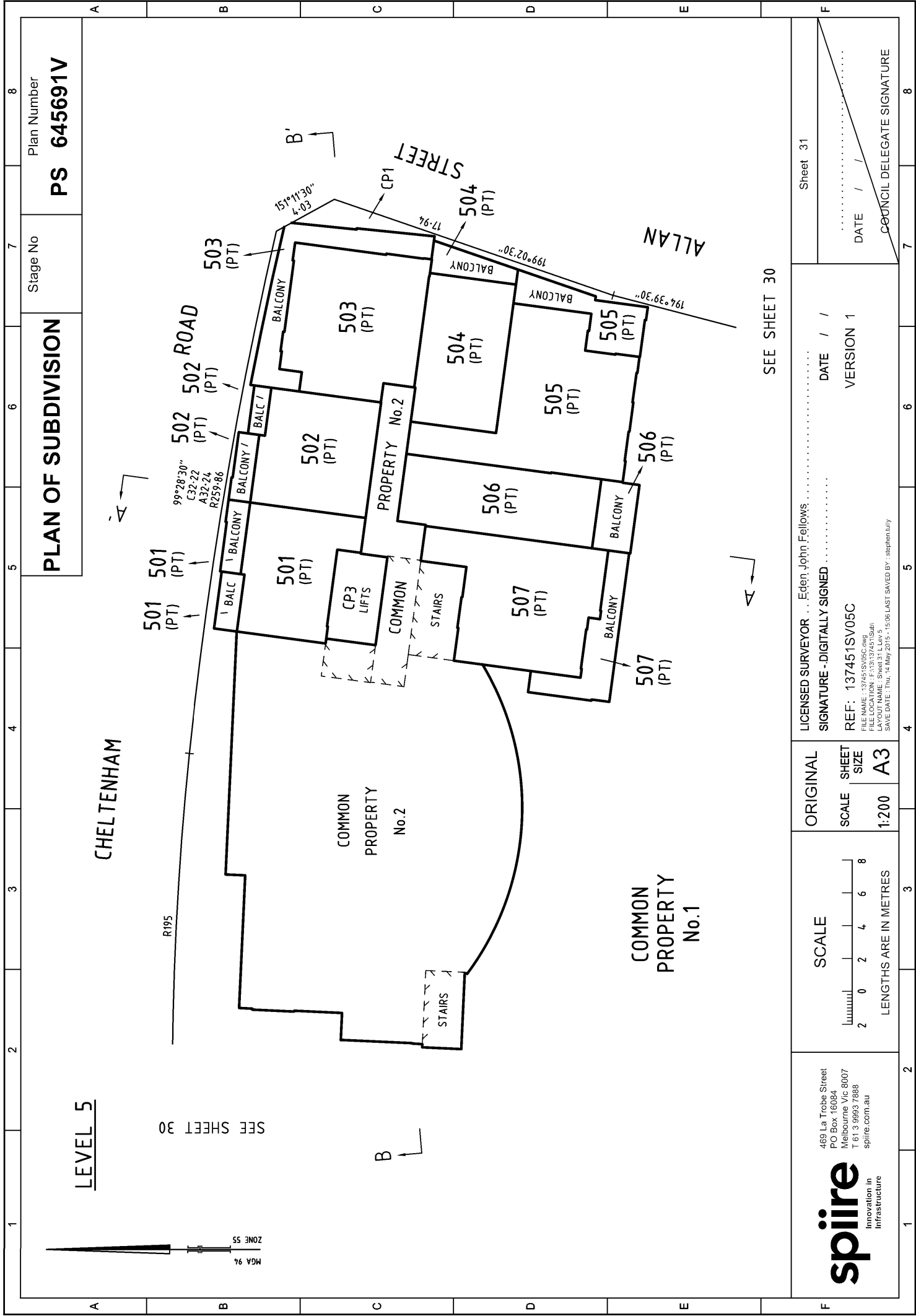
DATE / /
VERSION 1

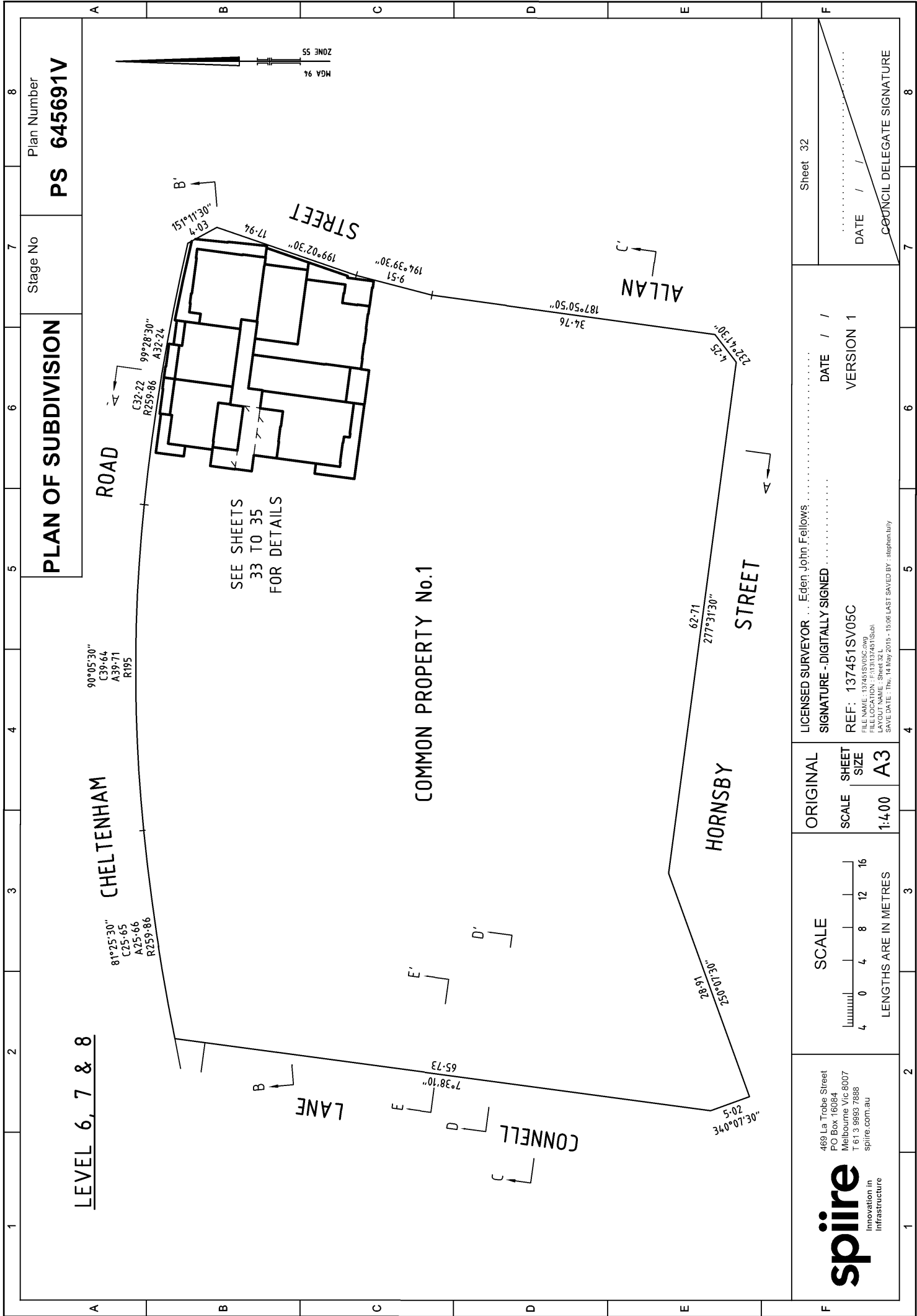
Sheet 28

COUNCIL DELEGATE SIGNATURE









PLAN OF SUBDIVISION
PS 645691V

Stage No

Plan Number

LEVEL 6, 7 & 8

CHELTENHAM

ROAD

COMMON PROPERTY No.1

HORNSBY

STREET

CONNELL

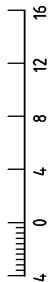
LANE

ALLAN

469 La Trobe Street
PO Box 16084
Melbourne Vic 8007
T 61 3 9953 7888
spire.com.au



SCALE



LENGTHS ARE IN METRES

ORIGINAL

SHEET
SIZE

1:400
A3

LICENSED SURVEYOR ... Eden John Fellows

SIGNATURE - DIGITALLY SIGNED

DATE / /

VERSION 1

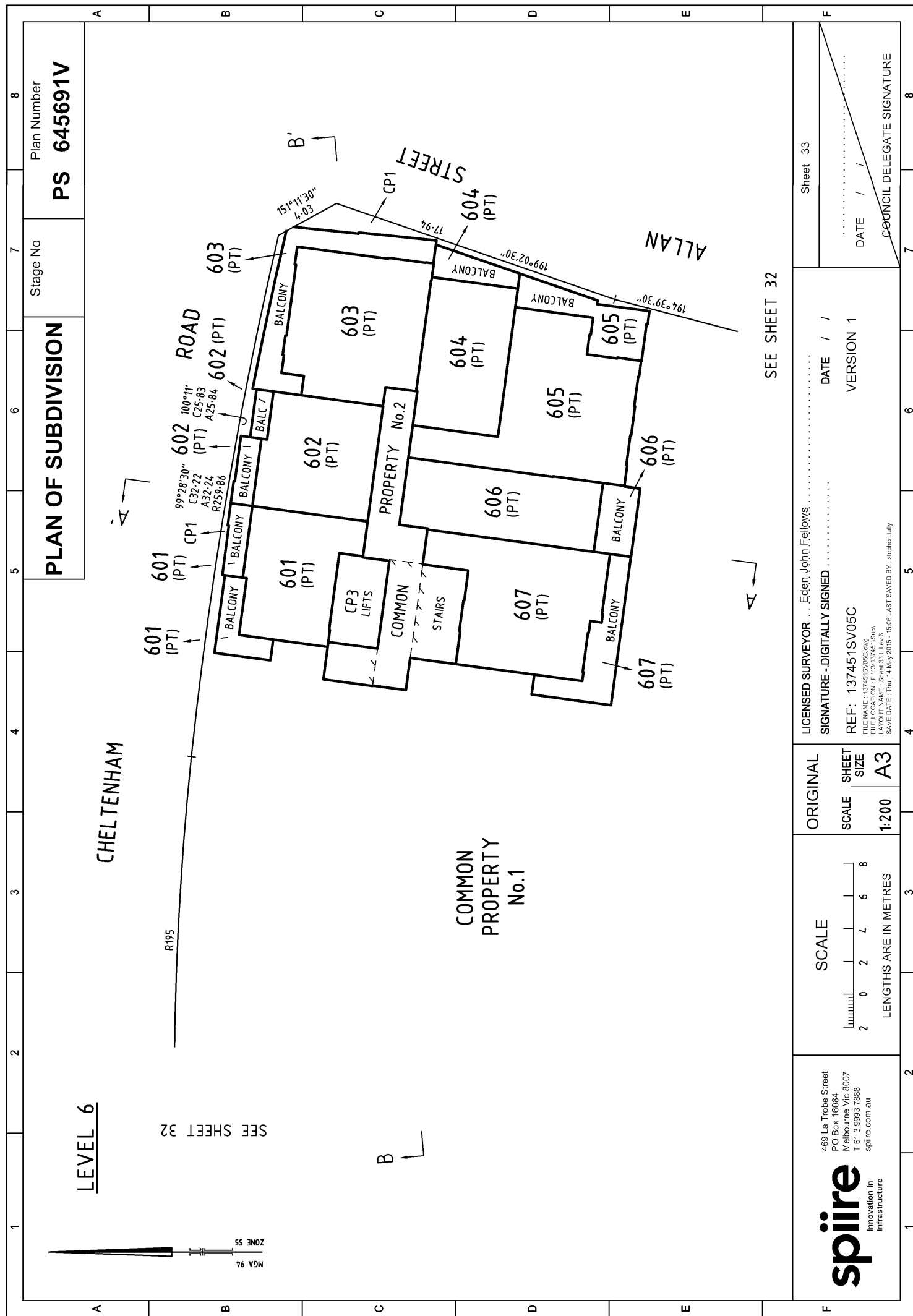
REF: 137451SV05C

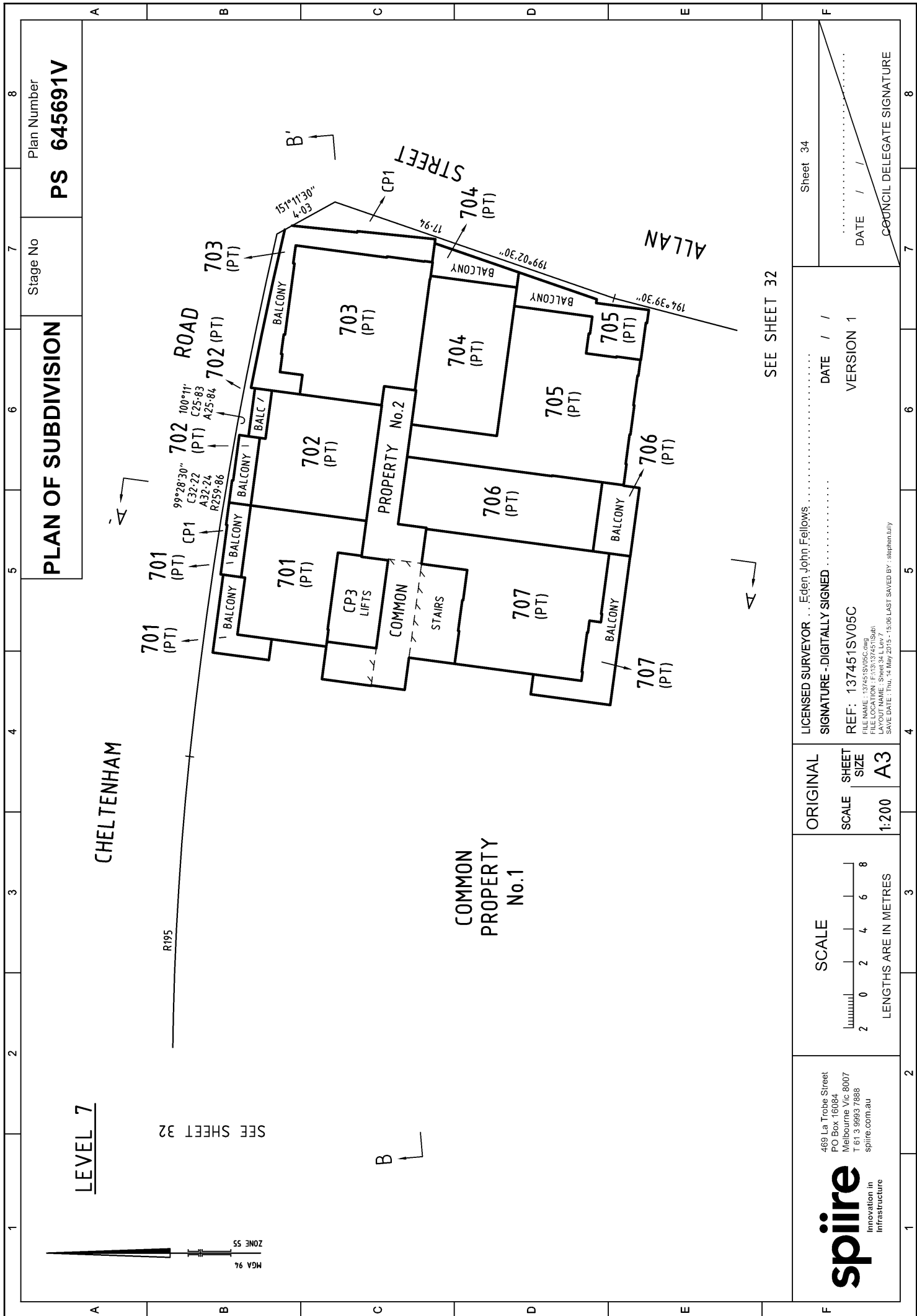
FILE NAME: 137451SV05C.dwg
LAYOUT NAME: Sheet 32 L
SAVE DATE: Thu, 14 May 2015 - 15:06 LAST SAVED BY: stephen luty

Sheet 32

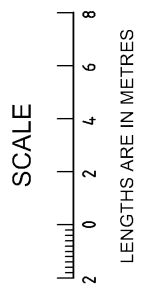
DATE / /

COUNCIL DELEGATE SIGNATURE





469 La Trobe Street
PO Box 16084
Melbourne Vic 8007
T 61 3 9993 7888
spire.com.au



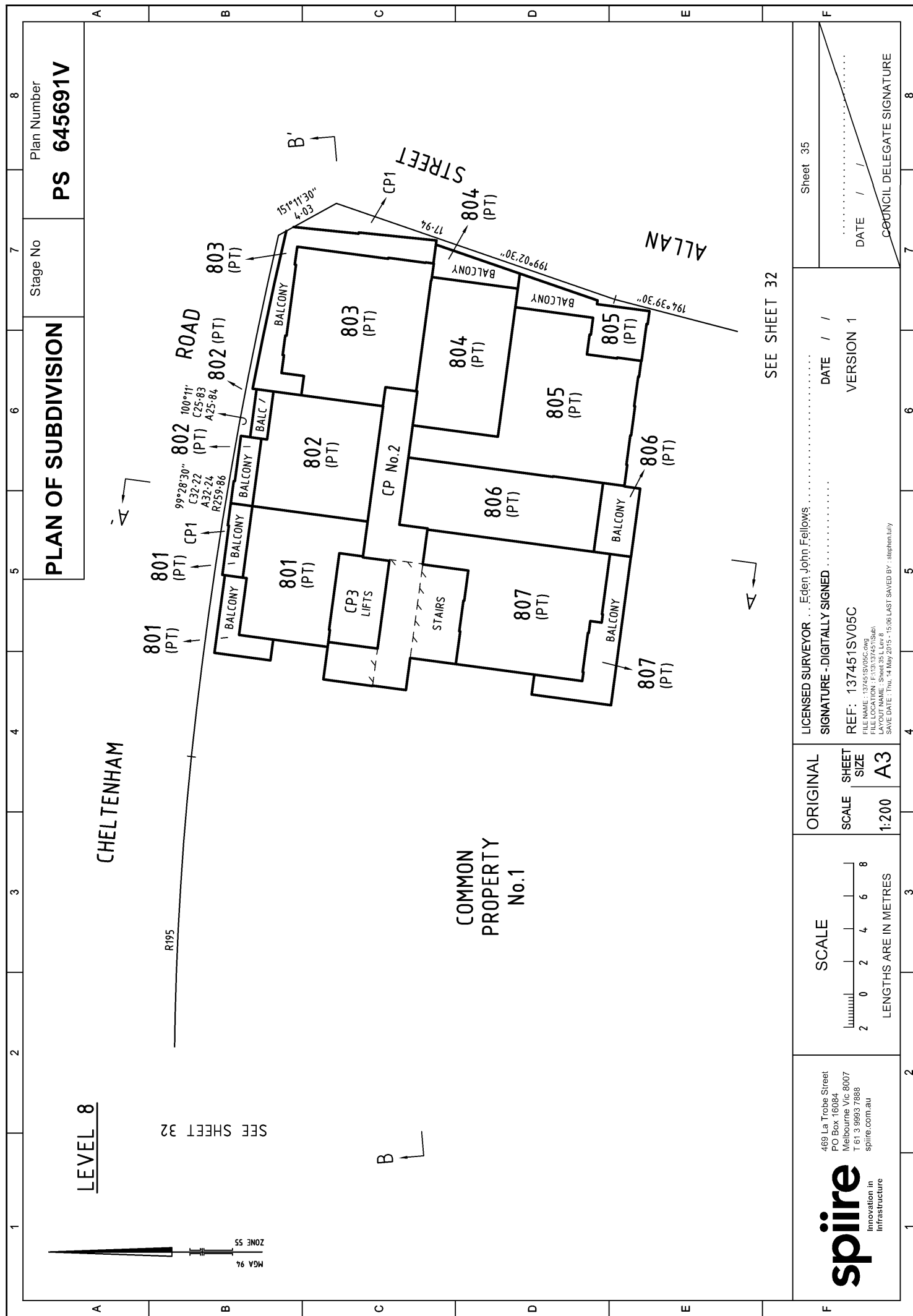
ORIGINAL SCALE 1:200
SHEET SIZE A3

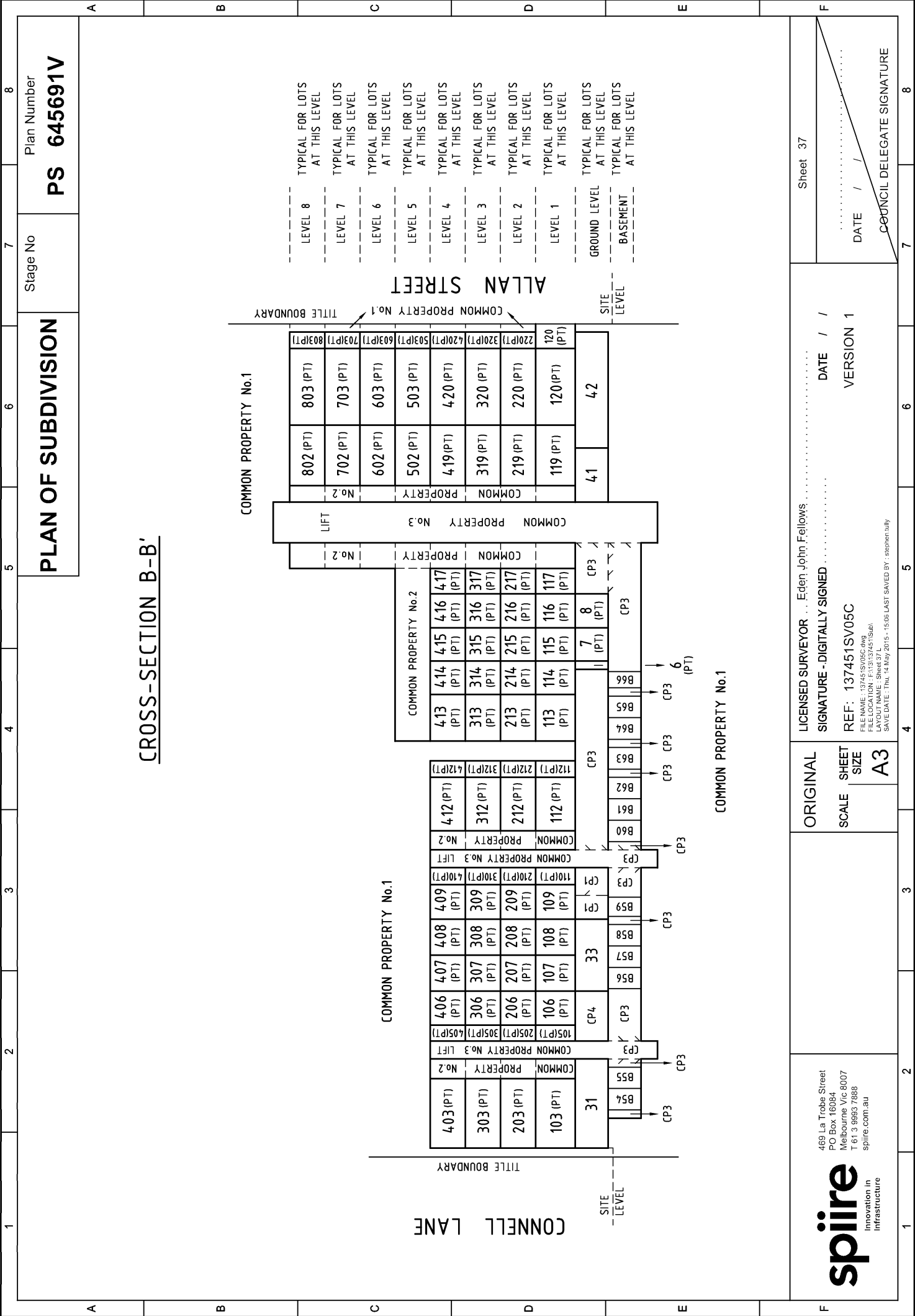
LICENSED SURVEYOR ... Eden John Fellows
SIGNATURE - DIGITALLY SIGNED
REF: 137451SV05C
FILE NAME: 137451SV05C.dwg
LAYOUT NAME: Sheet 34.Lay
SAVE DATE: Thu, 14 May 2015 - 15:06 LAST SAVED BY: stephen.lay

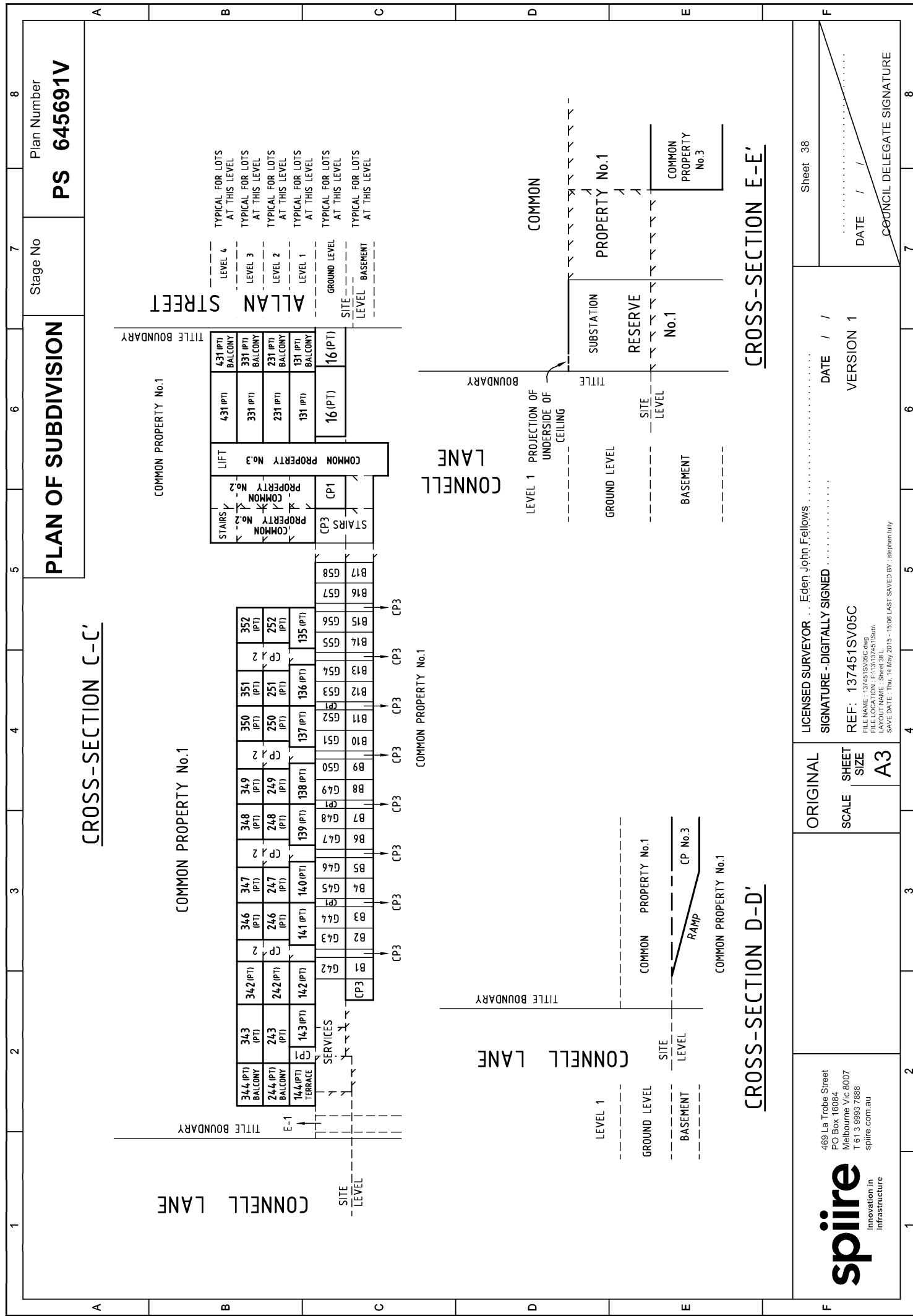
DATE / /
VERSION 1

Sheet 34

COUNCIL DELEGATE SIGNATURE
DATE / /







Ownit Conveyancing C/- InfoTrack
(ActionStep)
E-mail: certificates@landata.vic.gov.au

Statement for property:
APARTMEN 347 LOT 347 80
CHELTENHAM ROAD DANDENONG
3175
347 PS 645691

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
47D//09009/00557	LANDATA CER 65406201-036-3	28 JULY 2022	42114168

1. Statement of Fees Imposed

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

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2022 to 30/06/2023	\$81.60
Melbourne Water Corporation Total Service Charges	01/07/2022 to 30/09/2022	\$27.42

(b) By South East Water

Water Service Charge	01/07/2022 to 30/09/2022	\$20.93
Sewerage Service Charge	01/07/2022 to 30/09/2022	\$91.94
Subtotal Service Charges		\$221.89
TOTAL UNPAID BALANCE		\$221.89

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

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:



MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain /open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL 17.85 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679-7517.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Mikala Hehir".

MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

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

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

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

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

3. Disclaimer

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

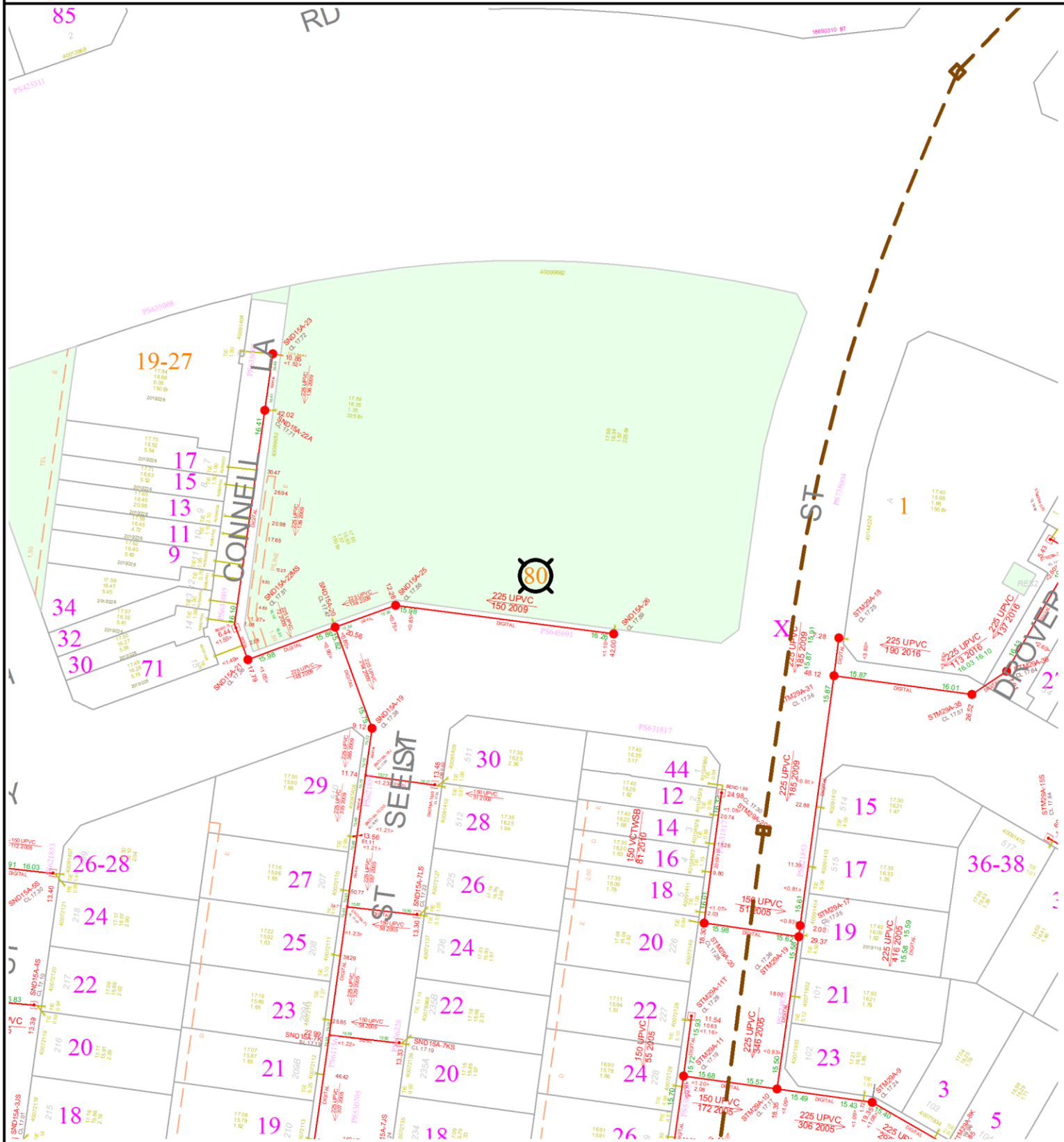
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:

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

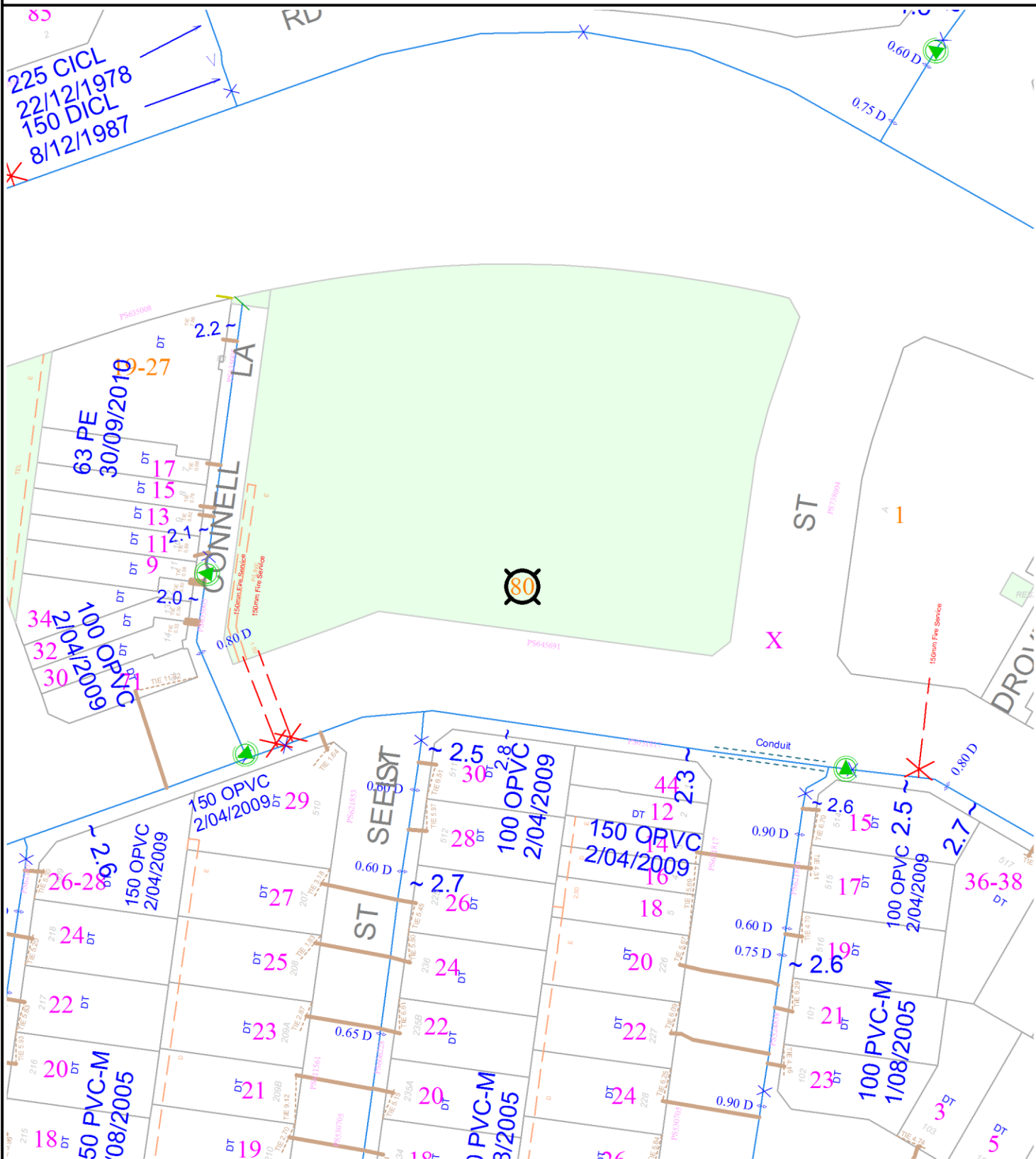
MIKALA HEHIR
GENERAL MANAGER
CUSTOMER & COMMUNITY ENGAGEMENT

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




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

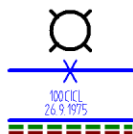
	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary
Melbourne Water Assets					
	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.








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

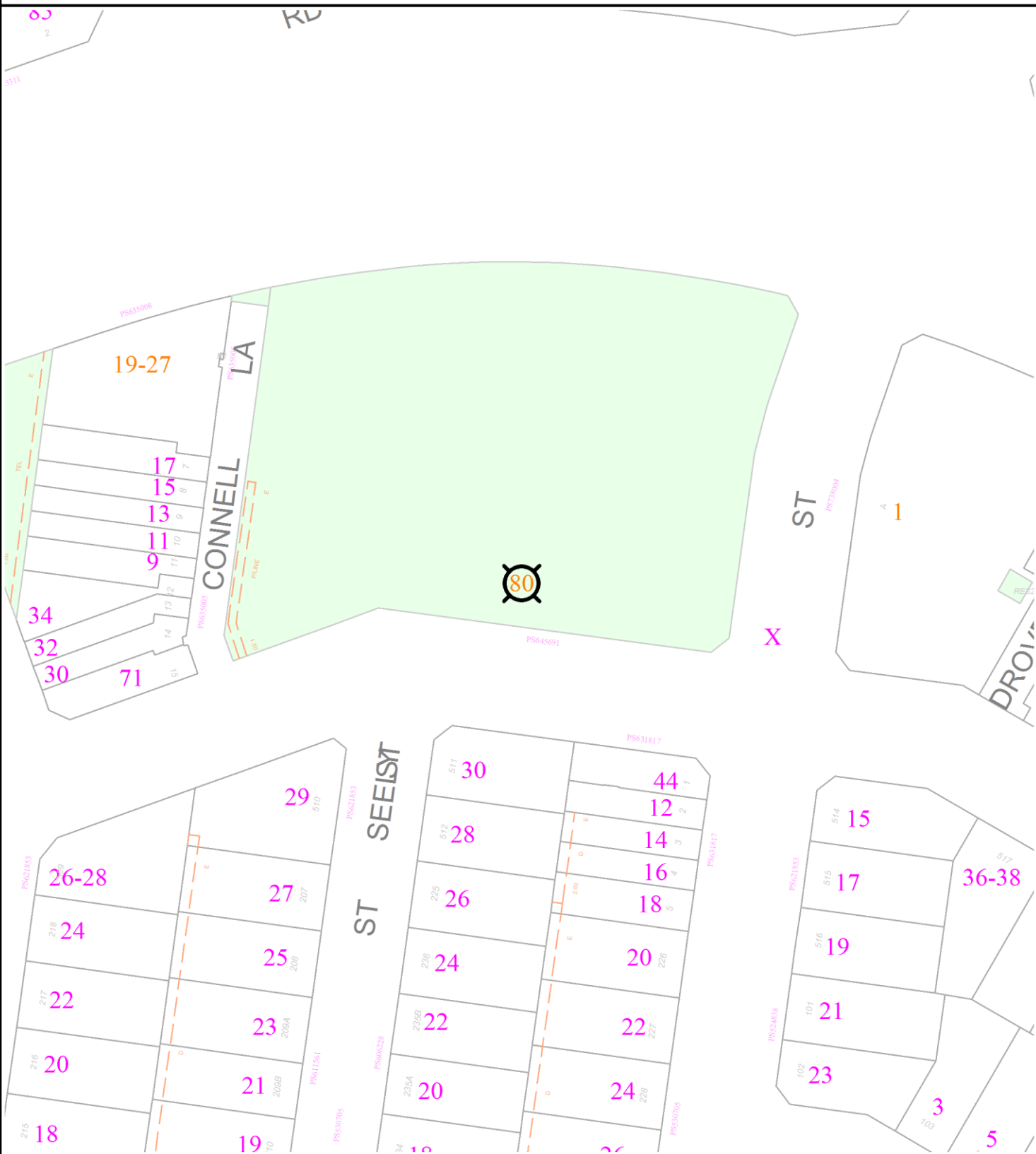
LEGEND

- Title/Road Boundary
 Proposed Title/Road
 Easement



- Subject Property
Water Main Valve
Water Main & Services

-   Hydrant
  Fireplug/Washout
 ~ 1.0 Offset from Boundary



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

LEGEND

- Title/Road Boundary
- Proposed Title/Road
- Easement



- Subject Property
- Recycled Water Main Valve
- Recycled Water Main & Services

- Hydrant
- Fireplug/Washout
- Offset from Boundary

LAND INFORMATION CERTIFICATE

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

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

Issue Date: **29 July 2022**

Certificate No: **e0385/2023**

Your Reference: **392152**

Agents Reference: **65406201-025-7**

Property No.: **485315**

Applicant:

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

Property Address: **347/80 Cheltenham Road DANDENONG VIC 3175**

Property Description: **Lot 347 PS 645691 Vol 11570 Fol 362**

Site Value: \$ **22,500** Capital Improved Value: \$ **240,000** Net Annual Value: \$ **12,000**

Level of Value Date: **1/01/2022**

Effective Date of Valuation : **1/07/2022**

Rates are levied on the Capital Improved Value.

RATES, CHARGES AND OTHER MONIES

For Year Ending 30th June, 2023

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

	Arrears	Current
Arrears 01/07/2022	1.05	
Rate		355.90
Fire Service Levy		129.70
TOTAL CHARGES		\$486.65
BALANCE DUE		\$486.65

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

- Full Payment Due By : **Next Instalment Due Date**
- Instalments Due By : **30/09/2022; 30/11/2022; 28/02/2023; 31/05/2023.**

PLEASE NOTE: 1st instalment \$122.60 is due on or before 30 Sep 2022 in order to avoid penalty interest.

Page 1 of 2

Post:
City of Greater Dandenong
PO Box 200
DANDENONG VIC 3175

Email: council@cgd.vic.gov.au
Fax: (03) 8571 5196
Phone: (03) 8571 5128

Dandenong: 225 Lonsdale Street, Dandenong

Springvale: 397-405 Springvale Road,
Springvale

Parkmore: Shop A7, Parkmore Shopping Centre
Cheltenham Road, Keysborough



Telephone & Internet Banking - BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, credit card or transaction account. More info: www.bpay.com.au

Biller Code: 8987
Ref: 9871044

LAND INFORMATION CERTIFICATE (Cont.)

Property Address: **347/80 Cheltenham Road DANDENONG VIC 3175**

Property No.: **485315**

Certificate No.: **e0385/2023**

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

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

Important Notes:

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

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

It is acknowledged that Council has received the sum of twenty seven dollars and eighty cents (\$27.80) being the fee for this Certificate.

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

Authorised Officer



Paul Jones,
Rates and Revenue Coordinator

Page 2 of 2

Post:
City of Greater Dandenong
PO Box 200
DANDENONG
VIC 3175

Dandenong: 225 Lonsdale Street, Dandenong
Springvale: 397-405 Springvale Road, Springvale
Parkmore: Shop A7, Parkmore Shopping Centre,
Cheltenham Road, Keysborough

Email: council@cgd.vic.gov.au
Fax: (03) 8571 5196
Phone: (03) 8571 5128

Property Clearance Certificate
Taxation Administration Act 1997



INFOTRACK / OWNIT CONVEYANCING

Your Reference:	178884
Certificate No:	57123699
Issue Date:	03 AUG 2022
Enquiries:	ESYSPROD

Land Address: UNIT 347, 80 CHELTENHAM ROAD DANDENONG VIC 3175

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42100628	347	645691	11570	362	\$0.00

Vendor: MARK LUETTIN
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MR PATRICK JOHN ANSELL	2022	\$17,500	\$0.00	\$0.00	\$0.00

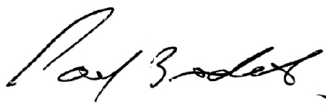
Comments: Property is exempt: LTX Principal Place of Residence.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.


Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	\$220,000
SITE VALUE:	\$17,500
AMOUNT PAYABLE:	\$0.00



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

Certificate No: 57123699

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$17,500

Calculated as \$0 plus (\$17,500 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY



Billers Code: 5249
Ref: 57123699

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 57123699

Visa or Mastercard

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

sro.vic.gov.au/paylandtax



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Ownit Conveyancing C/- InfoTrack (ActionStep)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 392152

NO PROPOSALS. As at the 3th August 2022, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 347, 80 CHELTENHAM ROAD, DANDENONG 3175
CITY OF GREATER DANDENONG

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

Date of issue: 3th August 2022

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 65479264 - 65479264105415 '392152'

Reference: FW22/1024 (P485315)
Enquiries: Phone 03 8571 1515

10 August 2022

Secure Electronic Registries Pty Ltd

Building Certificate 51 (1)

Ref No: 65479264-026-7

Agent Ref: 392152

**Re: 347/80 Cheltenham Road DANDENONG VIC 3175
Lot 347 PS 645691 Vol 11570 Fol 362**

In response to your request for property information 51 please find as follows.

PART 51 (1)

Council Record No.	Date Issued	Issued by & Description of Works	Final/Occ Certificate Issue Date	Final/Occ Cert. No.
51-67 Hornsby Street DANDENONG				
P14/16107	04/03/2014	Gary J Gommers from Group Four Building Surveyors Pty Ltd for the STAGE 2: - Construction of 219 Residential Apartments (2,5,6 & 7a) - Apartments, Commercial Tenancies & Carpark - Balance of Works.	17 November 2014	20112906/2 Tower C Residential 9 to 18 125 to 134 225 to 234 325 to 334 425 to 434
			27 November 2014	20112906/2 Tower A Residential 1 to 4 101 to 112 201 to 214 301 to 312 401 to 412
			12 December 2014	20112906/2 Tower B & D Residential 5 to 8 19 to 25 113 to 124 213 to 224 313 to 324 413 to 424 501 to 507

Customer Service

Dandenong
225 Lonsdale Street
Springvale
397-405 Springvale Road

Noble Park
18-32 Buckley Street
Keysborough
Shop A7, Parkmore Shopping Centre

PO Box 200, Dandenong 3175
Phone: 8571 1000
Fax: 8571 5196
www.greaterdandenong.com
council@cgd.vic.gov.au

			17 February 2015	20112906/2 Tower B & D Common Areas, Basement & Carpark
			14 May 2015	20112906/2 Tower D Residential Apartment
			22 May 2015	20112906/2 Stage 2 Balance of Works - Commercial Tenancies & Carpark
51-67 Hornsby Street DANDENONG				
P13/15599	28/10/2013	Michael Madeira from Group Four Building Surveyors Pty Ltd for the STAGE 1: - Construction of Mixed Use Residential Building (2, 5, 6 & 7a) - Piling and Bulk Excavation (excluding grid lines D9- D11/DA-DB).	17/11/2014	20112906/1

<i>Statements under Reg 64(1)</i>	<i>No</i>	<i>Statements under Reg 231</i>	<i>No</i>
-----------------------------------	-----------	---------------------------------	-----------

- This property is not subject to any notices and/or orders or the like under the Building Act 1993.
- This advice does not cover possible covenants or 173 agreements which may affect this property.

End of Certificate
Building Services Team

Customer Service

Dandenong
225 Lonsdale Street
Springvale
397-405 Springvale Road

Noble Park
18-32 Buckley Street
Keysborough
Shop A7, Parkmore Shopping Centre

PO Box 200, Dandenong 3175
Phone: 8571 1000
Fax: 8571 5196
www.greaterdandenong.com
council@cgd.vic.gov.au



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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.

Produced: 28/07/2022 01:40:17 PM

OWNERS CORPORATION 3
PLAN NO. PS645691V

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

Land Affected by Owners Corporation:

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

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

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

AS227943Y 06/06/2019

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AL598143V 06/02/2015

Additional Owners Corporation Information:

OC024758C 06/02/2015

Notations:

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

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:17 PM

OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:17 PM

OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:17 PM

OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:17 PM

OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:17 PM

OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:17 PM

OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:17 PM

OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:17 PM

OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:17 PM

OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:17 PM

OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:17 PM

OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:17 PM

OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:17 PM

OWNERS CORPORATION 3
PLAN NO. PS645691V

Entitlement and Liability:

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

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

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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.

Produced: 28/07/2022 01:40:15 PM

OWNERS CORPORATION 4
PLAN NO. PS645691V

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

Land Affected by Owners Corporation:

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

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

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

AS227943Y 06/06/2019

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AL598144T 06/02/2015

Additional Owners Corporation Information:

OC024759A 06/02/2015

Notations:

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

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:15 PM

OWNERS CORPORATION 4
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	38.00	38.00

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

Statement End.

09/08/2022

InfoTrack on behalf of Ownit Conveyancing
459 Collins Street
MELBOURNE VIC 3000

Re: Owners Corporation Certificate - Mosaic Apartments, Lot 347, 51-67 Hornsby Street, DANDENONG

In response to your application, we now attach an Owners Corporation Certificate for Lot 347 and Car Park G37 on Plan No. 645691V OC 1 dated 09/08/2022. This certificate is intended for use for the purpose of S. 151 of the *Owners Corporations Act 2006* ("Act").

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

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

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

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

Thank you for your compliance.

Kind regards,



Taliah Mullins
Owners Corporation Manager
Bluestone OCM Pty Ltd

Owners Corporation Certificate

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

Plan of Subdivision	645691V OC1
Address of Property	Mosaic Apartments, 51-67 Hornsby Street DANDENONG
This certificate is issued for Lot	347
Postal address	347, 51-67 Hornsby Street, DANDENONG
Vendor	Mark Luetin
Applicant for the certificate	InfoTrack on behalf of Ownit Conveyancing
Address for delivery of certificate	ownerscorp@infotrack.com.au
Date application was received	28 July 2022
This certificate is issued for Lot 347 - Plan No. 645691V OC1	

IMPORTANT: The information in this certificate is issued on **09/08/2022**. You can inspect the Owners Corporation Register for additional information and you should obtain a new certificate for current information prior to settlement.

- 1) The current fees for the above lot are **\$728.86** per annum, for the year commencing **01/03/2022** paid Bi- Annually. See below breakdown of fees:

Due Date	01/03/2022	01/09/2022
Administration Fund	\$330.16	\$330.16
Maintenance Fund	\$34.27	\$34.27

- 2) The fees are paid up to **31/08/22** with a credit of **\$364.43** * Because the 1st of September 2022 fees are not due yet

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

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

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

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

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

Insurance Company: Chubb
Policy Number: 02GS033837
Kind of Policy: Residential Strata
Buildings Covered: All
Building Sum: \$85,131,425
Public Liability: \$30,000,000
Expiry date of policy: 07/02/2023

Please note that a copy of the Certificate of Currency has been included as an attachment.

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

No

- 8) The total funds held by the Owners Corporation as at 09/08/2022:

Administrative Fund	Maintenance Fund	Total
\$22,734.02	\$3,571.06	\$26,305.08

- 9) The Owners Corporation has no other known liabilities, other than those covered by annual fees, special levies and repairs and maintenance as set out above.
- 10) Details of all current contracts, leases, licences or agreements affecting the common property:
- Easement**
06/02/2015 Easement over E-1 on PS645691V, United Energy Distribution Pty Ltd
- Agreements**
30/10/2014 Fire indicator panel monitoring, Tyco Australia Pty Limited (ADT Fire Monitoring), current
28/01/2015 Building Manager mobile phone, Telstra Corporation Limited, current
15/02/2015 Building Management software provider, BuildingLink International Pty Ltd, current
17/02/2015 Essential Services compliance & Helpdesk support, Australian Essential Services Compliance Pty Ltd, current
17/02/2015 Building management, cleaning services and gardening, National Facility Services Pty Ltd, current
17/02/2015 Embedded network electricity supplier, WINenergy Pty Ltd, current
20/02/2015 Builder Managers office internet plan, iiNet Limited, current
23/04/2016 Essential & fire services and inspections, Fire & Wire Pty Ltd, current
01/06/2016 Sliding Doors, Dorma Australia Pty Ltd current
10/06/2016 Maintenance of back up generator, Macfarlane Generators Pty Ltd, current
- 11) The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.
- 12) The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that have not been satisfied.
- 13) The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings. except:
The Owners Corporation has engaged CLP Solicitors to issue a letter of demand to Burbank for the outstanding defects identified in the Roscon Property Services 2020 report. If no response is received within 30 days then the Owners Corporation will consider all available options to address any financial harm, including the possibility of issuing legal proceedings.
- 14) The Owners Corporation has appointed a Manager. Details as follows:
**Bluestone OCM Pty Ltd
Registration No: 000776
ABN 56 165 080 820
Level 3, 312 St Kilda Road
MELBOURNE VIC 3004**
- 15) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?
No Administrator is appointed, and the Manager is not aware of any proposal to appoint an Administrator.
- 16) The following documents are attached to the Owners Corporation certificate:
1. **The minutes of the most recent annual general meeting of the Owners Corporation;**
 2. **A copy of the consolidated rules registered at Land Victoria;**
 3. **A copy of the "Statement of Advice and Information for Prospective Purchasers and Lot Owners"**
 4. **A copy of the certificate of currency.**
- 17) Additional Information
Nil

This Owners Corporation Certificate was prepared by:

**Taliah Mullins,
Owners Corporation Manager
Bluestone OCM Pty Ltd, as a delegate of the Owners Corporation**



Signature:

Date: 09/08/2022

09/08/2022

InfoTrack on behalf of Ownit Conveyancing
459 Collins Street
MELBOURNE VIC 3000

Re: Owners Corporation Certificate - Mosaic Apartments, Lot 347, 51-67 Hornsby Street, DANDENONG

In response to your application, we now attach an Owners Corporation Certificate for Lot 347 and CP G37 on Plan No. 645691V OC 3 dated 09/08/2022. This certificate is intended for use for the purpose of S. 151 of the *Owners Corporations Act 2006* ("Act").

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

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

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

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

Thank you for your compliance.

Kind regards,



Taliah Mullins
Owners Corporation Manager
Bluestone OCM Pty Ltd

Owners Corporation Certificate

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

Plan of Subdivision	645691V OC3
Address of Property	Mosaic Apartments, 51-67 Hornsby Street DANDENONG
This certificate is issued for Lot	347
Postal address	347, 51-67 Hornsby Street, DANDENONG
Vendor	Mark Luetin
Applicant for the certificate	InfoTrack on behalf of Ownit Conveyancing
Address for delivery of certificate	ownerscorp@infotrack.com.au
Date application was received	28 July 2022
This certificate is issued for Lot 347 - Plan No. 645691V OC3	

IMPORTANT: The information in this certificate is issued on **09/08/2022**. You can inspect the Owners Corporation Register for additional information and you should obtain a new certificate for current information prior to settlement.

- 1) The current fees for the above lot are **\$425.72** per annum, for the year commencing **01/03/2022** paid Bi- Annually. See below breakdown of fees:

Due Date	01/03/2022	01/09/2022
Administration Fund	\$205.02	\$205.02
Maintenance Fund	\$7.84	\$7.84

- 2) The fees are paid up to **31/08/2022** with a credit of **\$212.86** *Because the 1st September 2022 fees are not due yet.

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

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

- 5) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund and special levies are:
At the date of issuing the certificate no such repairs, work or act has been performed or is known to be about to be performed.

- 6) The Owners Corporation has the following insurance cover:
The Insurance Policy is held by Owners Corporation No.1.
Please refer to the Owners Corporation No.1 Certificate – item 6, for cover.

- 7) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? (If so then provide the date of that resolution):
No

- 8) The total funds held by the Owners Corporation as at 09/08/2022:

Administrative Fund	Maintenance Fund	Total
\$32,761.76	\$30,949.71	\$63,711.47

- 9) The Owners Corporation has no other known liabilities, other than those covered by annual fees, special levies and repairs and maintenance as set out above.
- 10) Details of all current contracts, leases, licences or agreements affecting the common property:
Agreements
17/02/2015 Building management and cleaning services, National Facility Services Pty Ltd, current
17/02/2015 Embedded network electricity supplier, WINenergy Pty Ltd, current
17/02/2015 Waste collection services, Wastewise Environmental (Aust) Pty Ltd, current
01/03/2015 Cooktop gas supply, Origin Energy (Vic) Pty Limited, current
01/03/2015 Lift telephone lines, Telstra Corporation Limited, current
21/05/2015 Internet connection, M2Commander Pty Ltd, current
07/03/2016 Lift Maintenance, Kone Elevators Pty Ltd, current
- 11) The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public
- 12) The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that have not been satisfied.
- 13) The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except:
The Owners Corporation has engaged CLP Solicitors to issue a letter of demand to Burbank for the outstanding defects identified in the Roscon Property Services 2020 report. If no response is received within 30 days then the Owners Corporation will consider all available options to address any financial harm, including the possibility of issuing legal proceedings.
- 14) The Owners Corporation has appointed a Manager. Details as follows:
**Bluestone OCM Pty Ltd
Registration No: 000776
ABN 56 165 080 820
Level 3, 312 St Kilda Road
MELBOURNE VIC 3004**
- 15) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?
No Administrator is appointed, and the Manager is not aware of any proposal to appoint an Administrator.
- 16) The following documents are attached to the Owners Corporation certificate:
**1. The minutes of the most recent annual general meeting of the Owners Corporation;
2. A copy of the consolidated rules registered at Land Victoria;
3. A copy of the "Statement of Advice and Information for Prospective Purchasers and Lot Owners"**
- 17) Additional Information
Nil

This Owners Corporation Certificate was prepared by:

**Taliah Mullins,
Owners Corporation Manager
Bluestone OCM Pty Ltd, as a delegate of the Owners Corporation**

Signature:



Date: 09/08/2022

12 May 2022

Dear Lot Owner,

RE: Notice of Interim Resolutions & AGM Minutes

PPTY: Owners Corporation PS 645691V No.1, No.2 & No.3, 51-67 Hornsby Street, DANDENONG VIC 3175

Please find enclosed the Minutes of Annual General Meeting held on 5th May 2022 for Owners Corporation PS645691V No.1, No.2 & No.3, 51-67 Hornsby Street, DANDENONG VIC 3175.

In accordance with s. 77 of the *Owners Corporations Act 2006*, a quorum for a general meeting is at least 50% of the total number of lots or if 50% of the total number of lots is not available the quorum is at least 50% of the total lot entitlement. We advise that **a quorum was not present** at the meeting with only 6% of the total number of lots represented at the meeting in person or by proxy.

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

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

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

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

If you disagree with any of the interim resolutions outlined in the minutes enclosed, you must petition the Secretary against the resolution within 28 days of the meeting and this petition must be represented by a minimum of 25% of the total number of lots. If the Secretary does not receive a valid petition by 28 days, the interim resolutions will become resolutions of the Owners Corporation.

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

Kind Regards,

Taliah Mullins

**Owners Corporation Manager – Owners Corporation PS 645691V
Bluestone OCM Pty Ltd**

MINUTES OF ANNUAL GENERAL MEETING
Owners Corporation No.1, No.2 & No.3 PS645691V
51-67 Hornsby Street, DANDENONG VIC 3175
MOSAIC APARTMENTS

Date: Thursday, 5th May 2022

Location: Zoom, Webinar

Meeting start time: 5.00pm

Meeting finish time: 5.38pm

Meeting Open

Taliah Mullins opened the meeting welcomed members in attendance.

Attendance, Apologies and Proxies

The following Members were in attendance:

Lot 12	Jesse Venables	Entitled to vote
Lot 13	Xufeng Li	Entitled to vote
Lot 33	Diriya Investments Pty Ltd	Entitled to vote
Lot 138	Diane Farchione	Entitled to vote
Lot 330	Henry Stolarek	Entitled to vote

Admittance of Proxies:

Lot 19	Xin Shen and Jana Nie appointed Ryan Ding	Entitled to vote
Lot 124	Pannilage Samarakoon appointed Ryan Ding	Entitled to vote
Lot 102	Southeast Housing Co-Operative Ltd appointed Taliah Mullins	Entitled to vote
Lot 215	Southeast Housing Co-Operative Ltd appointed Taliah Mullins	Entitled to vote
Lot 224	Zelin Ma and Xin Du appointed Ryan Ding	Entitled to vote
Lot 229	Southeast Housing Co-Operative Ltd appointed Taliah Mullins	Entitled to vote
Lot 244	Aaron Pollard Ltd appointed Taliah Mullins	Entitled to vote
Lot 320	Anna Alepidis Ltd appointed Taliah Mullins	Entitled to vote
Lot 335	Common Equity Housing Limited appointed Meike Wagenhoff	Entitled to vote
Lot 339	Common Equity Housing Limited appointed Meike Wagenhoff	Entitled to vote
Lot 349	Common Equity Housing Limited appointed Meike Wagenhoff	Entitled to vote
Lot 350	Common Equity Housing Limited appointed Meike Wagenhoff	Entitled to vote
Lot 351	Common Equity Housing Limited appointed Meike Wagenhoff	Entitled to vote
Lot 416	Southeast Housing Co-Operative Ltd appointed Taliah Mullins	Entitled to vote
Lot 419	Ge Ji Hu and Gelin Ma appointed Alvin Chen	Entitled to vote

1. Electronic Voting

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

Motion: Carried

2. Establishment of a Quorum

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

Owners Corporation No.1, No.2 & No.3 acknowledges that a quorum of Members in attendance (in person or by proxy) was not present. Subject to s.78(4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.

Owners Corporation No.1- 8% of total number of lots represented at the meeting.

Owners Corporation No.2- 8% of total number of lots represented at the meeting.

Owners Corporation No.3- 8% of total number of lots represented at the meeting.

Motion: Carried

Please note:

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

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

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

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

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

3. Appointment of Chairperson for the Meeting

Owners Corporation No.1, No.2 & No.3 resolves to appoint Taliah Mullins of Bluestone OCM Pty Ltd as the Chairperson for the meeting.

Motion: Carried

4. Meeting to run concurrently for multiple Owners Corporations

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

Motion: Carried

5. Previous Minutes

Owners Corporation No.1, No.2 & No.3 resolves to accept the Minutes of the previous Annual General Meeting held on 12th May 2021 as a true and correct record of the meeting.

Motion: Carried

6. Election of Owners Corporation Committee

Owners Corporation No.1:

Owners Corporation No.1 resolves that the number of members to serve on the Committee as 4.

Motion: Carried

The following 4 members nominated for the Committee:

Jesse Venables	Lot 12
Dayananda Liyanaarachchige	Lot 33
Diane Farchione	Lot 138
Henry Stoklarek	Lot 330

The following 4 members were elected to the Committee:

Jesse Venables	Lot 12
Dayananda Liyanaarachchige	Lot 33
Diane Farchione	Lot 138
Henry Stoklarek	Lot 330

Motion: Carried

Owners Corporation No.2:

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

Motion: Carried

The following 3 members nominated for the Committee:

Jesse Venables	Lot 12
Diane Farchione	Lot 138
Henry Stoklarek	Lot 330

The following 3 members were elected to the Committee:

Jesse Venables	Lot 12
Diane Farchione	Lot 138
Henry Stoklarek	Lot 330

Motion: Carried

Owners Corporation No.3:

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

Motion: Carried

The following 3 members nominated for the Committee:

Jesse Venables	Lot 12
Diane Farchione	Lot 138
Henry Stoklarek	Lot 330

The following 3 members were elected to the Committee:

Jesse Venables	Lot 12
Diane Farchione	Lot 138
Henry Stoklarek	Lot 330

Motion: Carried

7. Delegations

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

Motion: Carried

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

Motion: Carried

8. Owners Corporation Report

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

Motion: Carried

9. Appointment of Auditor

Owners Corporation No.1, No.2 & No.3 resolves to appoint J&T Partnership to Audit the Financial Statements after the end of the financial year, pursuant to s. 35 (1) *Owners Corporations Act 2006*.

Motion: Carried

10. Appointment of Public Officer

Owners Corporation No.1, No.2 & No.3 resolves to appoint Mr. John Richmond, Director of Bluestone OCM Pty Ltd as the Public Officer of the Owners Corporation for taxation purposes and communications with the ATO.

Motion: Carried

11. Annual Financial Statements

Owners Corporation No.1, No.2 & No.3 resolves to accept the Financial Statements for the period *1 March 2021 to 28 February 2022*, which have been prepared in accordance with the Australian Accounting Standards, pursuant to s. 34(1) *Owners Corporations Act 2006*

Motion: Carried

12. Administration Fund Budget and Levy Contribution

Owners Corporation No.1:

Owners Corporation No.1 resolves to adopt the Administrative Fund Budget for the year ending **February 2023**, comprising of Total Expenditure **\$362,246.00 (ex GST)** and Administration Fund Levies to be raised across the full year of **\$376,470.60 (inc GST)**.

Motion: Carried

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

The levy periods are outlined below:

HY1: 01/03/2022 to 31/08/2022 – these levies issued as interim*

HY2: 01/09/2022 to 28/02/2023

* Given that a Budget had not been approved by the time of the issuance of HY1 levy, interim levy was based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.

Motion: Carried

Owners Corporation No.1 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 28/02/2023) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

Owners Corporation No.2:

Owners Corporation No.2 resolves to adopt the Administrative Fund Budget for the year ending **28 February 2023**, comprising of Total Expenditure **\$84,487.00 (ex GST)**.

Motion: Carried

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

The levy periods are outlined below:

HY1: 01/03/2022 to 31/08/2022 – these levies issued as interim*

HY2: 01/09/2022 to 28/02/2023

* Given that a Budget had not been approved by the time of the issuance of HY1 levy, interim levy was based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.

Motion: Carried

Owners Corporation No.2 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 28/02/2023) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

Owners Corporation No.3:

Owners Corporation No.3 resolves to adopt the Administrative Fund Budget for the year ending **28 February 2023**, comprising of Total Expenditure **\$184,916.00 (ex GST)** and Administration Fund Levies to be raised across the full year of **\$197,907.60 (inc GST)**.

Motion: Carried

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

The levy periods are outlined below:

HY1: 01/03/2022 to 31/08/2022 – these levies issued as interim*

HY2: 01/09/2022 to 28/02/2023

* Given that a Budget had not been approved by the time of the issuance of HY1 levy, interim levy was based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.

Motion: Carried

Owners Corporation No.3 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 28/02/2023) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

13. Maintenance Plan**Owners Corporation No. No.1, No.2 & No.3:**

Owners Corporation No.1, No.2 & No.3 resolves to prepare a Maintenance Plan, pursuant to s. 36(1) *Owners Corporations Act 2006*.

Motion: Carried

Owners Corporation No.1, No.2 & No.3 resolves to approve that the Committee can by ordinary resolution, pay money out of the Maintenance Fund for an urgent matter in accordance with the provisions set out in s. 45(1), (2), (3), (4) and (5) *Owners Corporations Act 2006*.

Motion: Carried

14. Maintenance Fund Budget and Levy Contribution**Owners Corporation No.1:**

Owners Corporation No.1 resolves to adopt the Maintenance Fund Budget for the year ending **28 February 2023**, comprising of Total Expenditure **\$41,605.00 (exc GST)** and Maintenance Fund Levies to be raised across the full year of **\$49,337.20 (inc GST)**.

Motion: Carried

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

The levy periods are outlined below:

HY1: 01/03/2022 to 31/08/2022 – these levies issued as interim*

HY2: 01/09/2022 to 28/02/2023

* Given that a Budget had not been approved by the time of the issuance of HY1 levy, interim levy was based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.

Motion: Carried

Owners Corporation No.1 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 28/02/2023) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

Owners Corporation No.2:

Owners Corporation No.2 resolves to adopt the Maintenance Fund Budget for the year ending **28 February 2023**, comprising of Total Expenditure **\$18,183.00 (exc GST)**.

Motion: Carried

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

The levy periods are outlined below:

HY1: 01/03/2022 to 31/08/2022 – these levies issued as interim*

HY2: 01/09/2022 to 28/02/2023

* Given that a Budget had not been approved by the time of the issuance of HY1 levy, interim levy was based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.

Motion: Carried

Owners Corporation No.2 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 28/02/2023) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

Owners Corporation No.3:

Owners Corporation No.3 resolves to adopt the Maintenance Fund Budget for the year ending **28 February 2023**, comprising of Total Expenditure **\$8,997.00 (exc GST)** and Maintenance Fund Levies to be raised across the full year of **\$10,038.51 (inc GST)**.

Motion: Carried

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

The levy periods are outlined below:

HY1: 01/03/2022 to 31/08/2022 – these levies issued as interim*

HY2: 01/09/2022 to 28/02/2023

* Given that a Budget had not been approved by the time of the issuance of HY1 levy, interim levy was based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.

Motion: Carried

Owners Corporation No.3 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 28/02/2023) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

15. Additional annual fee on a Lot Owner

Owners Corporation No.1, No.2 & No.3 acknowledges that in accordance with s. 23(3A) & (3B) *Owners Corporations Act 2006*, the Owners Corporation may levy an additional annual fee on a lot owner if – (a) the Owners Corporation has incurred additional costs arising from the particular use of the lot by the lot owner; and (b) an annual fee set on the basis of the lot liability of the lot owner would not adequately take account of those additional costs; And that any additional annual fees under subsection (3A) must be levied on the basis that the lot owner of the lot that benefits more from the use of the lot pays more

Motion: Carried

16. Owners Corporation may levy fees in relation to Insurance

Owners Corporation No.1, No.2 & No.3 acknowledges that in accordance with s. 23A(1) & (2) *Owners Corporations Act 2006*, the Owners Corporation may levy fees to cover the costs of the premium for reinstatement and replacement insurance taken out in accordance with Division 6 of Part 3; and such fees levied must be based on lot entitlement.

Motion: Carried

Owners Corporation No.1, No.2 & No.3 acknowledges that in accordance with s. 23A(3) *Owners Corporations Act 2006*, the Owners Corporation may levy a lot owner a fee to cover the cost of any of the following –

(a) an excess amount or an increased premium resulting from or attributable to an insurance claim, if the claim is caused by a culpable or wilful act or the gross negligence of – (i) a lot owner; or (ii) a lot owner's lessee; or (iii) a guest of a lot owner or a guest of a lot owner's lessee;

(b) damage to the common property that is caused by a lot owner or a lot owner's lessee where either— (i) the damage is not covered by insurance; or (ii) the cost of the damage is less than the excess amount that would have been payable on an insurance claim in relation to the damage;

(c) an excess amount on an insurance claim if the claim solely relates to a lot owner's lot.

Please note: The Owners Corporation may determine the times for payment of fees levies under subsection (1) and (3).

Motion: Carried

17. Penalty interest

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

Motion: Carried

18. Debt Recovery

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

Motion: Carried

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

Motion: Carried

Owners Corporation No.1, No.2 & No.3 acknowledges that the Owners Corporation may recover any money owed to the Owners Corporation in any court of competent jurisdiction as a debt due to the Owners Corporation (s. 30(1) *Owners Corporations Act 2006*), which may include but is not limited to: the Victorian Civil and Administrative Tribunal, the Magistrates Court of Victoria or a Court of another State or a Territory that corresponds to the Magistrates Court.

Motion: Carried

Owners Corporation No.1, No.2 & No.3 acknowledges that an Order requiring a lot owner to pay the Owners Corporation reasonable costs incurred by the Owners Corporation in recovering an unpaid amount from the lot owner (other than costs in the proceeding) may be made by VCAT in accordance with s. 165(1)(ca) *Owners Corporations Act 2006*. This includes but is not limited to; Administration fees charged to the Owners Corporation by the Manager, debt collection and legal fees incurred as a result of the failure to pay levies, fees and charges due.

Motion: Carried

19. Power to bring legal proceedings

Owners Corporation No.1, No.2 & No.3 acknowledges that if a matter is within the civil jurisdictional limit of the Magistrates Court and an Owners Corporation is authorised to do so by ordinary resolution, the Owners Corporation may commence any legal proceeding in (a) the Magistrates Court; or (b) VCAT or any other tribunal; or (c) a court of another State or a Territory that corresponds to the Magistrates Court.

Motion: Carried

20. Insurance Policy Components

Owners Corporation No.1 resolves to accept and endorse the components of the insurance policy as outlined below and acknowledges that a copy of the Certificate of Currency has been included with the Notice of Meeting.

INSURANCE COMPANY:	Chubb Insurance Australia Limited
INSURANCE BROKER:	Whitbread Brokers Pty Ltd
POLICY NUMBER:	02GS033837
SUM INSURED:	\$85,131,425
RENEWAL DATE:	07/02/2023

BUILDING & CONTENTS:	\$85,131,425
TEMP ACCOM / LOSS OF RENT:	\$12,643,281
CATASTROPHE or EMERGENCY:	\$12,643,281
GENERAL LIABILITY:	\$30,000,000
FIDELITY GUARANTEE / CRIME INSURANCE:	\$100,000
OFFICE BEARERS' LIABILITY:	\$1,000,000
VOLUNTEER WORKERS:	\$200,000/\$2,000 per week
GOVERNMENT AUDIT COSTS:	\$30,000
APPEAL EXPENSES:	\$150,000
LEGAL DEFENCE EXPENSES:	\$50,000
MACHINERY BREAKDOWN:	\$100,000
LOT OWNERS' IMPROVEMENTS:	\$250,000

Claim Excess:

All Other Claims	\$1,000 per claim
------------------	-------------------

Motion: Carried

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

Owners Corporation No.1 acknowledges that Bluestone OCM Pty Ltd is an Authorised Representative of Whitbread Insurance Brokers Pty Ltd and is qualified to give general advice and factual advice about insurance, not personal advice.

Motion: *Carried*

21. Insurance FSG & PDS

Owners Corporation No.1 acknowledges that the Insurance Broker's Financial Service Guide (FSG) was provided to the Committee at the time of Policy renewal and a copy of the FSG is available from the Manager upon request.

Motion: *Carried*

Owners Corporation No.1 acknowledges that the Product Disclosure Statement (PDS) was provided to the Committee at the time of Policy renewal and a copy of the PDS is available from the Manager upon request.

Motion: *Carried*

22. Insurance Valuation Report

Owners Corporation No.1 acknowledges that the last Insurance Valuation Report was obtained 26th October 2017.

Motion: *Carried*

23. Confirmation of Appointment – Owners Corporation Manager

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

Motion: *Carried*

24. Disposal of Goods abandoned on Common Property – New Legislation

Owners Corporation No.1, No.2 & No.3 acknowledges that in accordance with Division 5A, *Owners Corporations Act 2006*, the Owners Corporation may now dispose of goods abandoned on common property.

Sections 60 to 65 and 73 to 76 of Australian Consumer Law and Fair-Trading Act 2021 apply to the disposal of abandoned goods by an Owners Corporation as if – (a) a reference to the uncollected goods were a reference to the abandoned goods; and (b) a reference to the receiver were a reference to the Owners Corporation; and (c) a reference to the provider were a reference to the person who abandoned the goods.

The Owners Corporation must issue a notice in writing of the Owners Corporations intention to dispose of the abandoned goods, to the person who abandoned the goods personally, or left at, or sent by post to the persons last known address. The notice must include:

- (a) the plan number and address of the Owners Corporation; and
- (b) a description of the goods; and
- (c) an address at which the goods may be collected; and
- (d) a statement that on or after a specified date the goods will be disposed of by the Owners Corporation unless the goods are collected; and
- (e) a statement that the Owners Corporation will retain from the proceeds of sale of the goods an amount not exceeding the cost to dispose of the goods.

Before disposing of the goods, the Owners Corporation may move the goods to a safe place, if—

- (a) the goods block reasonable access to a lot or the common property; and
- (b) the Owners Corporation has made a reasonable attempt to locate or communicate with the person who abandoned the goods in order to give the person a notice of intention to dispose of abandoned goods.

An Owners Corporation must not dispose of the goods if—

- (a) a dispute exists between the person who abandoned the goods and the Owners Corporation in relation to the goods; and
- (b) an application has been made to VCAT by the Owners Corporation in relation to the dispute. An Owners Corporation that disposes of goods under this Division is not liable in relation to the goods by reason of the disposal.

Motion: Carried

25. Compliance Reminder

Owners Corporation No.1, No.2 & No.3 acknowledges the Compliance Reminder as included with the Notice of Meeting.

Motion: Carried

26. Meeting Closure

With no further business the Chairperson closed the meeting at 5.28pm.

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

Contents

PREFACE	3
1. MANAGEMENT	3
1.1 OWNERS CORPORATION RULES, REGULATIONS AND GUIDELINES	3
<i>a. Owners and Occupiers must at their own expense comply at all times with the laws relating to their Lot including without limitation to any requirement, notice and order of any governmental authority.....</i>	<i>3</i>
1.2 GENERAL.....	3
2. USE AND BEHAVIOUR BY OWNERS, OCCUPIERS AND INVITEES	5
2.1 GENERAL.....	5
2.2 OFFENSIVE BEHAVIOUR AND SMOKING	5
3. MOTOR VEHICLES, DRIVEWAYS AND CAR PARK	6
3.1 GENERAL.....	6
3.2 MOTOR VEHICLE RISK.....	7
3.3 BICYCLES	7
4. USE OF AMENITIES	8
4.1 GENERAL.....	8
4.2 GARDEN AND BBQ AREAS.....	8
5. USE OF THE LOT	9
5.1 GENERAL.....	9
5.2 USE	9
6. USE AND BEHAVIOUR	10
7. NOISE	11
8. ANIMALS	12
9. BALCONIES, PATIOS, COURTYARDS AND EXTERNAL APPEARANCE	13
10. RUBBISH AND WASTE MANAGEMENT.....	14
11. MOVING IN AND VACATING	15
12. RELOCATIONS, DELIVERIES, TRADESMAN AND MOVING OF ARTICLES.....	17
13. BUILDING WORKS	17
13.1 GENERAL.....	17
13.2 CONDITIONS.....	17
14. SIGNAGE.....	19
15. NOTIFICATION OF DEFECTS.....	19
16. DAMAGE, REPAIRS AND MAINTENANCE.....	19
16.1 DAMAGE AND CLEANLINESS.....	19
16.2 DAMAGE REPAIRS AND MAINTENANCE	20
17. CHARGING OF INTEREST AND RECOVERY OF AMOUNTS OWED TO THE OWNERS CORPORATION	21

18.	OWNER DETAILS	22
19.	SECURITY	22
19.1	GENERAL.....	22
19.2	SECURITY KEY.....	22
20.	SUPPORT AND PROVISION OF SERVICES.....	23
21.	RETAIL/ COMMERCIAL LOTS ADDITIONAL REQUIREMENTS	24
22.	RECOVERY OF EXPENDITURE	25
23.	INSURANCE	25
24.	LEASED LOTS	26
25.	COMPLIANCE	27
26.	OWNERS CORPORATION FEES.....	28
27.	COMPLIANCE WITH RULES BY INVITEES	29
28.	COMPLIANCE WITH LAWS	29
29.	PERSONAL INFORMATION OF OWNERS AND OCCUPIERS	29
30.	SPECIAL RULES FOR THE DEVELOPER	29
31.	DEFINITIONS.....	31
32.	ANNEXURE A: MODEL OWNERS CORPORATION RULES	34

PREFACE

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

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

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

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

1. MANAGEMENT

1.1 OWNERS CORPORATION RULES, REGULATIONS AND GUIDELINES

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

1.2 GENERAL

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

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

2. USE AND BEHAVIOUR BY OWNERS, OCCUPIERS AND INVITEES

2.1 GENERAL

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

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

2.2 OFFENSIVE BEHAVIOUR AND SMOKING

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

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

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

3. MOTOR VEHICLES, DRIVEWAYS AND CAR PARK

3.1 GENERAL

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

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

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

3.2 MOTOR VEHICLE RISK

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

3.3 BICYCLES

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

4. USE OF AMENITIES

4.1 GENERAL

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

4.2 GARDEN AND BBQ AREAS

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

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

5. USE OF THE LOT

5.1 GENERAL

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

5.2 USE

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

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

6. USE AND BEHAVIOUR

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

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

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

7. NOISE

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

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

8. ANIMALS

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

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

9. BALCONIES, PATIOS, COURTYARDS AND EXTERNAL APPEARANCE

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

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

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

10. RUBBISH AND WASTE MANAGEMENT

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

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

11. MOVING IN AND VACATING

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

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

12. RELOCATIONS, DELIVERIES, TRADESMAN AND MOVING OF ARTICLES

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

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

13. BUILDING WORKS

13.1 GENERAL

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

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

13.2 CONDITIONS

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

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

14. SIGNAGE

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

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

15. NOTIFICATION OF DEFECTS

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

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

16. DAMAGE, REPAIRS AND MAINTENANCE

16.1 DAMAGE AND CLEANLINESS

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

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

16.2 DAMAGE REPAIRS AND MAINTENANCE

An Owner or Occupier of a Lot must not:-

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

An Owner or Occupier of a Lot must:-

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

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

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

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

18. OWNER DETAILS

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

19. SECURITY

19.1 GENERAL

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

19.2 SECURITY KEY

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

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

20. SUPPORT AND PROVISION OF SERVICES

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

21. RETAIL/ COMMERCIAL LOTS ADDITIONAL REQUIREMENTS

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

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

store all bins, bottles, cardboard/paper and any other refuse on common property except when this is the bin collection and recycling areas nominated by the Owners Corporation;

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

Nothing in these rules prevent or prohibits any member or occupier of a commercial lot from carrying on its reasonable business operations and to apply for, and obtain, any planning permit, liquor licence, or any other legislative consent or permit which the owner of such lot may apply for while the proprietor or owner of any such commercial lot;

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

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

22. RECOVERY OF EXPENDITURE

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

23. INSURANCE

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

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

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

24. LEASED LOTS

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

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

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

25. COMPLIANCE

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

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

26. OWNERS CORPORATION FEES

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

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

27. COMPLIANCE WITH RULES BY INVITEES

- a. An Owner or Occupier of a Lot must take all reasonable steps to ensure the invitees of the Owner or Occupier comply with these Rules.
- b. An Owner of a lot which is subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules
- c. Any contractor/tradesman may only use the basement lift lobby or other area specifically designed by the Owners Corporation for entry or exit.

28. COMPLIANCE WITH LAWS

An Owner or Occupier of a Lot must at the expense of the Owner or Occupant promptly comply with all laws relating to its Lot including, without limitation, any requirement, notices and orders of any governmental authority.

29. PERSONAL INFORMATION OF OWNERS AND OCCUPIERS

- a. The Owners Corporation may collect personal information about Owners and Occupiers of Lots, including but not limited to their name and address.
- b. Personal information collected by the Owners Corporation regarding Owners and Occupiers of Lots may be disclosed to the Owners Corporation's agents and any sub-agents appointed, amongst other things, for the purpose of providing services to or carrying out functions on behalf of the Owners Corporation.

30. SPECIAL RULES FOR THE DEVELOPER

- a. A Member or Occupier must not hinder or impede Burbank from exercising its rights under any agreement entered into under this Rule 30.
- b. Notwithstanding anything to the contrary herein contained, so long as Burbank is a Member or Occupier or for so long as any mortgagee or charge of Burbank has an interest in any Lot, then all the Rules herein shall not in any way whatsoever apply to or be enforceable against Burbank or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that Burbank or its associated entity or its mortgagee or chargee may be engaged in or which

it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.

- c. Burbank, its mortgagees or chargees shall be and are by this Rule, authorised to:
- (i) Erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
 - (ii) Take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
 - (iii) Exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and
 - (iv) Erect for sale promotional advertising or other signs as Burbank may require on any part of the Common Property; and
 - (v) Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as Burbank or its mortgagee or chargee thinks fit; and
 - (vi) Limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
 - (vii) Use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works.
 - (viii) Collect, use and disclose the Data relating to You and/or a Member, Occupier, Resident or Lot Owner (and You and/or a Member, Occupier, Resident or Lot Owner consent to this) for the purposes of
 - (a)** providing feedback to You and/or a Member, Occupier, Resident or Lot Owner on their usage of utilities and services on the Lot;
 - (b)** enabling You and/or a Member, Occupier, Resident or Lot Owner to compare statistical and historical data related to the average usage of utilities and services on the Lot, for the Building;
 - (c)** Burbank reporting under any environmental monitoring schemes including any carbon emissions scheme;
 - (d)** Burbank improving the operational performance of the Building and future building design in Dandenong;
 - (e)** billing of utilities and services including where that utility or service is provided by the Manager or Building Manager of the Building under the Owners Corporation.

Burbank agrees to keep confidential all the Data relating to You and/or a Member, Occupier, Resident or Lot Owner and not disclose or cause or permit the disclosure of the Data (except as permitted under this clause 30 c viii or with the prior written consent of You and/or a Member, Occupier, Resident or Lot Owner) and to use the Data only for the purposes outlined in clause 30 c viii (a)-(e).

- d. The Owners Corporation will, within 7 days of being requested by Burbank or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable Burbank or its mortgagee or chargee to complete the Development.

31. DEFINITIONS

In these Rules:

- (a) **“Act”** means the Owners Corporations Act 2006 or any amended version;
- (b) **“Apartment Lot”** means any Lot which is not a Retail Lot, Car Park Lot or Storage Lot.
- (c) **“Amenities”** means the Garden and BBQ areas which are comprised in Owners Corporation No 2 and No 3
- (d) **“Building”** means the building constructed on the Land;
- (e) **“Building Management”** means the person or entity (which may be a related party of the Developer or the Owners Corporation Manager) engaged by the Owners Corporation Manager to provide efficient operation of the Building and to maintain security of the Building and if there is no Building Management then the Owners Corporation Manager;
- (f) **Car Park** means that part of the Building and land designated for entry and exit of Motor Vehicles to and from the Car Park Lots;
- (g) **Car Park Lot** means Lots B1 – B121, C1-C10, G1-G63, P1-P5 or the car park of each lot;
- (h) **“Common Property”** means any Common Property described on the Plan of Subdivision;
- (i) **Developer** means the Developer of the project, Burbank
- (j) **Developer's Mortgagee** means any person or corporation which has taken from the Developer a mortgage or charge over any part of the Development;
- (k) **“Development”** means all the land and improvements comprised in Plan of Subdivision No P.S. 645691V and known as 51-67 Hornsby Street, Dandenong, VIC 3175
- (l) **“Guidelines”** means any regulation for the effective management of the Building and administration of these Rules, as determined by the Owners Corporation from time to time;
- (m) **“Land”** means the whole of the land described in the Plan;

- (n) **“Lot” or “Lots”** means a Lot or Lots on the Plan of Subdivision;
- (o) **“Manager”** means the person for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (p) **“Model Rules”** means the model rules prescribed by the Owners Corporations Act 2006 from time to time as attached in Annexure A;
- (q) **Motor Vehicle** means a motor vehicle:
 - a. with a tare weight of not more than 2 tonnes; and
 - b. with dimensions capable of fitting within a Car Park Lot and gaining entry to the Car Park without causing damage to the Building and the Land;
- (r) **“Occupier”** means any person lawfully occupying or in possession of a Lot and can include an Owner;
- (s) **“Owner”** means a registered owner of a Lot ;
- (t) **“Owners Corporation”** means Owners Corporation No 1 No 2 No 3 No 4 on Plan No 645691V, as represented by the Owners Corporation Committee and Owners Corporation Manager;
- (u) **“Owners Corporation Committee”** means the Committee elected by the Owners of the Owners Corporation in accordance with the Owners Corporation Regulations;
- (v) **“Owners Corporation Manager”** means any manager appointed from time to time by the Owners Corporation pursuant to the Owners Corporation Act 2006;
- (w) **“Plan” or “Plan of Subdivision”** means Plan of Subdivision No 645691V;
- (x) **“Regulations”** mean the Subdivision (Owners Corporation) Regulations 2001 & Owners Corporations Regulations 2007 or any amended version;
- (y) **Retail Lot OR Commercial Lot** means Lot No: 31, 32, 33, 41, 42, 43;
- (z) **“Rules”** means the rules for the Owners Corporation as set out in this document as amended from time to time;
- (aa) **“Security Key”** means a key, magnetic card or other device used to open doors, gates, and locks; and

- (bb) "Storage Lot" means the storage cage of each lot
- (cc) Unless the context otherwise requires:
 - (i) headings are for convenience only;
 - (ii) words imparting the singular include the plural and vice versa;
 - (iii) an expression imparting a natural person includes any company, partnership, joint venture, association, body corporate and any governmental authority; and
 - (iv) a reference to a thing includes part of the Building.
- (dd) The obligations and restrictions in these Rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over those Rules in respect of the party or parties to who they are given.

32. ANNEXURE A: MODEL OWNERS CORPORATION RULES

If the Model Rules provide for a matter and the Registered Rules of the Owners Corporation do not provide for that matter, the Model Rules relating to that matter are deemed to be included in the Rules of the Owners Corporation (refer S 139 (3) Owners Corporations Act 2006).

Model Rules

1. Health, Safety & Security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the Owners Corporation, an Owner or Occupier of a lot must not use or store on the lot or on the Common Property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to:
 - (a) Chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) Any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An Owner or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Occupiers or users of other lots.

2. Management and administration

2.1 Metering of services and apportionment of costs of services

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

3. Use of Common Property

3.1 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 permission of the Owners Corporation, use for his or her own purposes as a garden any portion of the Common Property.
3. An approval under subrule (b) 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 (d) must remove that animal.
6. Subrules (d) and (e) do not apply to an animal that assists a person with an impairment or disability.

3.2 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:

1. To be parked or left in parking spaces situated on Common Property and allocated for other lots; or
2. On the Common Property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
3. In any place other than a parking area situated on Common Property specified for that purpose by an Owners Corporation.

3.3 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 (a) or (b) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An Owner or person authorised by an Owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The Owner or person referred to in subrule (d) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1 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. Behaviour of persons

5.1 Behaviour of Owners, Occupiers and invitees on Common Property

An Owner or Occupier of a lot must take all reasonable steps to ensure that invitees 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.

5.2 Noise and other nuisance control

1. An Owner or Occupier of a lot, or a guest of an Owner or Occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property.
2. Subrule (a) does not apply to the making of noise if the Owners Corporation has given written permission for the noise to be made.

6. 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 of the Owners Corporation, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation within 14 working days after the dispute comes to the attention of all parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

Model Rules for an Owners Corporation

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

1 Health Safety and Security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to-

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

1.3 Waste Disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees & Sub-Committees

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

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

3 Management & Administration

3.1 Metering of services and apportionment of costs of services

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

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

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

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

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

4 Use of Common Property

4.1 Use of Common Property

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

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

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

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

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

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

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

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

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

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

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

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

5 Lots

5.1 Change of use of lots

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

5.2 External appearance of lots

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

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

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

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, Occupiers and invitees on common property

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

6.2 Noise & other nuisance control

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

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

7 Dispute resolution

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

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

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

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

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

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

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

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

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

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

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

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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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

09/08/2022

InfoTrack on behalf of Ownit Conveyancing
459 Collins Street
MELBOURNE VIC 3000

Re: Owners Corporation Certificate - Mosaic Apartments, Lot 347, 51-67 Hornsby Street, DANDENONG

In response to your application, we now attach an Owners Corporation Certificate for Lot 347 and CP G37 on Plan No. 645691V OC 2 dated 09/08/2022. This certificate is intended for use for the purpose of S. 151 of the *Owners Corporations Act 2006* ("Act").

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

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

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

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

Thank you for your compliance.

Kind regards,



Taliah Mullins
Owners Corporation Manager
Bluestone OCM Pty Ltd

Owners Corporation Certificate

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

Plan of Subdivision	645691V OC2
Address of Property	Mosaic Apartments, 51-67 Hornsby Street DANDENONG
This certificate is issued for Lot	347
Postal address	347, 51-67 Hornsby Street, DANDENONG
Vendor	Mark Luetin
Applicant for the certificate	InfoTrack on behalf of Ownit Conveyancing
Address for delivery of certificate	ownerscorp@infotrack.com.au
Date application was received	28 July 2022
This certificate is issued for Lot 347 - Plan No. 645691V OC 2	

IMPORTANT: The information in this certificate is issued on **09/08/2022**. You can inspect the Owners Corporation Register for additional information and you should obtain a new certificate for current information prior to settlement.

- 1) The current fees for the above lot are **\$226.84** per annum, for the year commencing **01/03/2022** paid Bi- Annually. See below breakdown of fees:

Due Date	01/03/2022	01/09/2022
Administration Fund	\$76.05	\$76.05
Maintenance Fund	\$37.37	\$37.37

- 1) The fees are paid up to **31/08/2022** with a credit of **\$113.42** * **Because the 1st of September 2022 fees are not due yet.**
- 2) The total of any unpaid fees or charges for the lot are: **\$0.00 PLUS** penalty interest of **\$0.00**.
- 3) The following special fees or levies have been struck, and the dates in which they were struck and payable are:
Nil
- 4) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund and special levies are:
At the date of issuing the certificate no such repairs, work or act has been performed or is known to be about to be performed.
- 5) The Owners Corporation has the following insurance cover:
The Insurance Policy is held by Owners Corporation No.1.
Please refer to the Owners Corporation No.1 Certificate – item 6, for cover.
- 6) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? (If so then provide the date of that resolution):
No
- 7) The total funds held by the Owners Corporation as at 09/08/2022:

Administrative Fund	Maintenance Fund	Total
\$22,159.57	\$91,745.43	\$113,905.00

- 8) The Owners Corporation has no other known liabilities, other than those covered by annual fees, special levies and repairs and maintenance as set out above.
- 9) Details of all current contracts, leases, licences or agreements affecting the common property:
Agreements
7/02/2015 Building Management cleaning services and gardening, National Facility Services Pty Ltd, current
17/02/2015 Embedded network electricity provider, WINenergy Pty Ltd, current
- 10) The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.
- 11) The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that have not been satisfied.
- 12) The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except:
The Owners Corporation has engaged CLP Solicitors to issue a letter of demand to Burbank for the outstanding defects identified in the Roscon Property Services 2020 report. If no response is received within 30 days then the Owners Corporation will consider all available options to address any financial harm, including the possibility of issuing legal proceedings.
- 13) The Owners Corporation has appointed a Manager. Details as follows:
**Bluestone OCM Pty Ltd
Registration No: 000776
ABN 56 165 080 820
Level 3, 312 St Kilda Road
MELBOURNE VIC 3004**
- 14) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?
No Administrator is appointed, and the Manager is not aware of any proposal to appoint an Administrator.
- 15) The following documents are attached to the Owners Corporation certificate:
**1. The minutes of the most recent annual general meeting of the Owners Corporation;
2. A copy of the consolidated rules registered at Land Victoria;
3. A copy of the "Statement of Advice and Information for Prospective Purchasers and Lot Owners"**
- 16) Additional Information
Nil

This Owners Corporation Certificate was prepared by:

**Taliah Mullins,
Owners Corporation Manager
Bluestone OCM Pty Ltd, as a delegate of the Owners Corporation**

Signature:



Date: 09/08/2022

12 May 2022

Dear Lot Owner,

RE: Notice of Interim Resolutions & AGM Minutes

PPTY: Owners Corporation PS 645691V No.1, No.2 & No.3, 51-67 Hornsby Street, DANDENONG VIC 3175

Please find enclosed the Minutes of Annual General Meeting held on 5th May 2022 for Owners Corporation PS645691V No.1, No.2 & No.3, 51-67 Hornsby Street, DANDENONG VIC 3175.

In accordance with s. 77 of the *Owners Corporations Act 2006*, a quorum for a general meeting is at least 50% of the total number of lots or if 50% of the total number of lots is not available the quorum is at least 50% of the total lot entitlement. We advise that **a quorum was not present** at the meeting with only 6% of the total number of lots represented at the meeting in person or by proxy.

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

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

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

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

If you disagree with any of the interim resolutions outlined in the minutes enclosed, you must petition the Secretary against the resolution within 28 days of the meeting and this petition must be represented by a minimum of 25% of the total number of lots. If the Secretary does not receive a valid petition by 28 days, the interim resolutions will become resolutions of the Owners Corporation.

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

Kind Regards,

Taliah Mullins

**Owners Corporation Manager – Owners Corporation PS 645691V
Bluestone OCM Pty Ltd**

MINUTES OF ANNUAL GENERAL MEETING
Owners Corporation No.1, No.2 & No.3 PS645691V
51-67 Hornsby Street, DANDENONG VIC 3175
MOSAIC APARTMENTS

Date: Thursday, 5th May 2022

Location: Zoom, Webinar

Meeting start time: 5.00pm

Meeting finish time: 5.38pm

Meeting Open

Taliah Mullins opened the meeting welcomed members in attendance.

Attendance, Apologies and Proxies

The following Members were in attendance:

Lot 12	Jesse Venables	Entitled to vote
Lot 13	Xufeng Li	Entitled to vote
Lot 33	Diriya Investments Pty Ltd	Entitled to vote
Lot 138	Diane Farchione	Entitled to vote
Lot 330	Henry Stolarek	Entitled to vote

Admittance of Proxies:

Lot 19	Xin Shen and Jana Nie appointed Ryan Ding	Entitled to vote
Lot 124	Pannilage Samarakoon appointed Ryan Ding	Entitled to vote
Lot 102	Southeast Housing Co-Operative Ltd appointed Taliah Mullins	Entitled to vote
Lot 215	Southeast Housing Co-Operative Ltd appointed Taliah Mullins	Entitled to vote
Lot 224	Zelin Ma and Xin Du appointed Ryan Ding	Entitled to vote
Lot 229	Southeast Housing Co-Operative Ltd appointed Taliah Mullins	Entitled to vote
Lot 244	Aaron Pollard Ltd appointed Taliah Mullins	Entitled to vote
Lot 320	Anna Alepidis Ltd appointed Taliah Mullins	Entitled to vote
Lot 335	Common Equity Housing Limited appointed Meike Wagenhoff	Entitled to vote
Lot 339	Common Equity Housing Limited appointed Meike Wagenhoff	Entitled to vote
Lot 349	Common Equity Housing Limited appointed Meike Wagenhoff	Entitled to vote
Lot 350	Common Equity Housing Limited appointed Meike Wagenhoff	Entitled to vote
Lot 351	Common Equity Housing Limited appointed Meike Wagenhoff	Entitled to vote
Lot 416	Southeast Housing Co-Operative Ltd appointed Taliah Mullins	Entitled to vote
Lot 419	Ge Ji Hu and Gelin Ma appointed Alvin Chen	Entitled to vote

1. Electronic Voting

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

Motion: Carried

2. Establishment of a Quorum

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

Owners Corporation No.1, No.2 & No.3 acknowledges that a quorum of Members in attendance (in person or by proxy) was not present. Subject to s.78(4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.

Owners Corporation No.1- 8% of total number of lots represented at the meeting.

Owners Corporation No.2- 8% of total number of lots represented at the meeting.

Owners Corporation No.3- 8% of total number of lots represented at the meeting.

Motion: Carried

Please note:

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

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

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

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

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

3. Appointment of Chairperson for the Meeting

Owners Corporation No.1, No.2 & No.3 resolves to appoint Taliah Mullins of Bluestone OCM Pty Ltd as the Chairperson for the meeting.

Motion: Carried

4. Meeting to run concurrently for multiple Owners Corporations

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

Motion: Carried

5. Previous Minutes

Owners Corporation No.1, No.2 & No.3 resolves to accept the Minutes of the previous Annual General Meeting held on 12th May 2021 as a true and correct record of the meeting.

Motion: Carried

6. Election of Owners Corporation Committee

Owners Corporation No.1:

Owners Corporation No.1 resolves that the number of members to serve on the Committee as 4.

Motion: Carried

The following 4 members nominated for the Committee:

Jesse Venables	Lot 12
Dayananda Liyanaarachchige	Lot 33
Diane Farchione	Lot 138
Henry Stoklarek	Lot 330

The following 4 members were elected to the Committee:

Jesse Venables	Lot 12
Dayananda Liyanaarachchige	Lot 33
Diane Farchione	Lot 138
Henry Stoklarek	Lot 330

Motion: Carried

Owners Corporation No.2:

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

Motion: Carried

The following 3 members nominated for the Committee:

Jesse Venables	Lot 12
Diane Farchione	Lot 138
Henry Stoklarek	Lot 330

The following 3 members were elected to the Committee:

Jesse Venables	Lot 12
Diane Farchione	Lot 138
Henry Stoklarek	Lot 330

Motion: Carried

Owners Corporation No.3:

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

Motion: Carried

The following 3 members nominated for the Committee:

Jesse Venables	Lot 12
Diane Farchione	Lot 138
Henry Stoklarek	Lot 330

The following 3 members were elected to the Committee:

Jesse Venables	Lot 12
Diane Farchione	Lot 138
Henry Stoklarek	Lot 330

Motion: Carried

7. Delegations

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

Motion: Carried

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

Motion: Carried

8. Owners Corporation Report

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

Motion: Carried

9. Appointment of Auditor

Owners Corporation No.1, No.2 & No.3 resolves to appoint J&T Partnership to Audit the Financial Statements after the end of the financial year, pursuant to s. 35 (1) *Owners Corporations Act 2006*.

Motion: Carried

10. Appointment of Public Officer

Owners Corporation No.1, No.2 & No.3 resolves to appoint Mr. John Richmond, Director of Bluestone OCM Pty Ltd as the Public Officer of the Owners Corporation for taxation purposes and communications with the ATO.

Motion: Carried

11. Annual Financial Statements

Owners Corporation No.1, No.2 & No.3 resolves to accept the Financial Statements for the period *1 March 2021 to 28 February 2022*, which have been prepared in accordance with the Australian Accounting Standards, pursuant to s. 34(1) *Owners Corporations Act 2006*

Motion: Carried

12. Administration Fund Budget and Levy Contribution

Owners Corporation No.1:

Owners Corporation No.1 resolves to adopt the Administrative Fund Budget for the year ending **February 2023**, comprising of Total Expenditure **\$362,246.00 (ex GST)** and Administration Fund Levies to be raised across the full year of **\$376,470.60 (inc GST)**.

Motion: Carried

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

The levy periods are outlined below:

HY1: 01/03/2022 to 31/08/2022 – these levies issued as interim*

HY2: 01/09/2022 to 28/02/2023

* Given that a Budget had not been approved by the time of the issuance of HY1 levy, interim levy was based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.

Motion: Carried

Owners Corporation No.1 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 28/02/2023) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

Owners Corporation No.2:

Owners Corporation No.2 resolves to adopt the Administrative Fund Budget for the year ending **28 February 2023**, comprising of Total Expenditure **\$84,487.00 (ex GST)**.

Motion: Carried

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

The levy periods are outlined below:

HY1: 01/03/2022 to 31/08/2022 – these levies issued as interim*

HY2: 01/09/2022 to 28/02/2023

* Given that a Budget had not been approved by the time of the issuance of HY1 levy, interim levy was based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.

Motion: Carried

Owners Corporation No.2 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 28/02/2023) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

Owners Corporation No.3:

Owners Corporation No.3 resolves to adopt the Administrative Fund Budget for the year ending **28 February 2023**, comprising of Total Expenditure **\$184,916.00 (ex GST)** and Administration Fund Levies to be raised across the full year of **\$197,907.60 (inc GST)**.

Motion: Carried

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

The levy periods are outlined below:

HY1: 01/03/2022 to 31/08/2022 – these levies issued as interim*

HY2: 01/09/2022 to 28/02/2023

* Given that a Budget had not been approved by the time of the issuance of HY1 levy, interim levy was based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.

Motion: Carried

Owners Corporation No.3 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 28/02/2023) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

13. Maintenance Plan**Owners Corporation No. No.1, No.2 & No.3:**

Owners Corporation No.1, No.2 & No.3 resolves to prepare a Maintenance Plan, pursuant to s. 36(1) *Owners Corporations Act 2006*.

Motion: Carried

Owners Corporation No.1, No.2 & No.3 resolves to approve that the Committee can by ordinary resolution, pay money out of the Maintenance Fund for an urgent matter in accordance with the provisions set out in s. 45(1), (2), (3), (4) and (5) *Owners Corporations Act 2006*.

Motion: Carried

14. Maintenance Fund Budget and Levy Contribution**Owners Corporation No.1:**

Owners Corporation No.1 resolves to adopt the Maintenance Fund Budget for the year ending **28 February 2023**, comprising of Total Expenditure **\$41,605.00 (exc GST)** and Maintenance Fund Levies to be raised across the full year of **\$49,337.20 (inc GST)**.

Motion: Carried

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

The levy periods are outlined below:

HY1: 01/03/2022 to 31/08/2022 – these levies issued as interim*

HY2: 01/09/2022 to 28/02/2023

* Given that a Budget had not been approved by the time of the issuance of HY1 levy, interim levy was based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.

Motion: Carried

Owners Corporation No.1 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 28/02/2023) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

Owners Corporation No.2:

Owners Corporation No.2 resolves to adopt the Maintenance Fund Budget for the year ending **28 February 2023**, comprising of Total Expenditure **\$18,183.00 (exc GST)**.

Motion: Carried

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

The levy periods are outlined below:

HY1: 01/03/2022 to 31/08/2022 – these levies issued as interim*

HY2: 01/09/2022 to 28/02/2023

* Given that a Budget had not been approved by the time of the issuance of HY1 levy, interim levy was based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.

Motion: Carried

Owners Corporation No.2 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 28/02/2023) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

Owners Corporation No.3:

Owners Corporation No.3 resolves to adopt the Maintenance Fund Budget for the year ending **28 February 2023**, comprising of Total Expenditure **\$8,997.00 (exc GST)** and Maintenance Fund Levies to be raised across the full year of **\$10,038.51 (inc GST)**.

Motion: Carried

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

The levy periods are outlined below:

HY1: 01/03/2022 to 31/08/2022 – these levies issued as interim*

HY2: 01/09/2022 to 28/02/2023

* Given that a Budget had not been approved by the time of the issuance of HY1 levy, interim levy was based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued.

Motion: Carried

Owners Corporation No.3 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 28/02/2023) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

15. Additional annual fee on a Lot Owner

Owners Corporation No.1, No.2 & No.3 acknowledges that in accordance with s. 23(3A) & (3B) *Owners Corporations Act 2006*, the Owners Corporation may levy an additional annual fee on a lot owner if – (a) the Owners Corporation has incurred additional costs arising from the particular use of the lot by the lot owner; and (b) an annual fee set on the basis of the lot liability of the lot owner would not adequately take account of those additional costs; And that any additional annual fees under subsection (3A) must be levied on the basis that the lot owner of the lot that benefits more from the use of the lot pays more

Motion: Carried

16. Owners Corporation may levy fees in relation to Insurance

Owners Corporation No.1, No.2 & No.3 acknowledges that in accordance with s. 23A(1) & (2) *Owners Corporations Act 2006*, the Owners Corporation may levy fees to cover the costs of the premium for reinstatement and replacement insurance taken out in accordance with Division 6 of Part 3; and such fees levied must be based on lot entitlement.

Motion: Carried

Owners Corporation No.1, No.2 & No.3 acknowledges that in accordance with s. 23A(3) *Owners Corporations Act 2006*, the Owners Corporation may levy a lot owner a fee to cover the cost of any of the following –

(a) an excess amount or an increased premium resulting from or attributable to an insurance claim, if the claim is caused by a culpable or wilful act or the gross negligence of – (i) a lot owner; or (ii) a lot owner's lessee; or (iii) a guest of a lot owner or a guest of a lot owner's lessee;

(b) damage to the common property that is caused by a lot owner or a lot owner's lessee where either— (i) the damage is not covered by insurance; or (ii) the cost of the damage is less than the excess amount that would have been payable on an insurance claim in relation to the damage;

(c) an excess amount on an insurance claim if the claim solely relates to a lot owner's lot.

Please note: The Owners Corporation may determine the times for payment of fees levies under subsection (1) and (3).

Motion: *Carried*

17. Penalty interest

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

Motion: *Carried*

18. Debt Recovery

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

Motion: *Carried*

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

Motion: *Carried*

Owners Corporation No.1, No.2 & No.3 acknowledges that the Owners Corporation may recover any money owed to the Owners Corporation in any court of competent jurisdiction as a debt due to the Owners Corporation (s. 30(1) *Owners Corporations Act 2006*), which may include but is not limited to: the Victorian Civil and Administrative Tribunal, the Magistrates Court of Victoria or a Court of another State or a Territory that corresponds to the Magistrates Court.

Motion: *Carried*

Owners Corporation No.1, No.2 & No.3 acknowledges that an Order requiring a lot owner to pay the Owners Corporation reasonable costs incurred by the Owners Corporation in recovering an unpaid amount from the lot owner (other than costs in the proceeding) may be made by VCAT in accordance with s. 165(1)(ca) *Owners Corporations Act 2006*. This includes but is not limited to; Administration fees charged to the Owners Corporation by the Manager, debt collection and legal fees incurred as a result of the failure to pay levies, fees and charges due.

Motion: Carried

19. Power to bring legal proceedings

Owners Corporation No.1, No.2 & No.3 acknowledges that if a matter is within the civil jurisdictional limit of the Magistrates Court and an Owners Corporation is authorised to do so by ordinary resolution, the Owners Corporation may commence any legal proceeding in (a) the Magistrates Court; or (b) VCAT or any other tribunal; or (c) a court of another State or a Territory that corresponds to the Magistrates Court.

Motion: Carried

20. Insurance Policy Components

Owners Corporation No.1 resolves to accept and endorse the components of the insurance policy as outlined below and acknowledges that a copy of the Certificate of Currency has been included with the Notice of Meeting.

INSURANCE COMPANY:	Chubb Insurance Australia Limited
INSURANCE BROKER:	Whitbread Brokers Pty Ltd
POLICY NUMBER:	02GS033837
SUM INSURED:	\$85,131,425
RENEWAL DATE:	07/02/2023

BUILDING & CONTENTS:	\$85,131,425
TEMP ACCOM / LOSS OF RENT:	\$12,643,281
CATASTROPHE or EMERGENCY:	\$12,643,281
GENERAL LIABILITY:	\$30,000,000
FIDELITY GUARANTEE / CRIME INSURANCE:	\$100,000
OFFICE BEARERS' LIABILITY:	\$1,000,000
VOLUNTEER WORKERS:	\$200,000/\$2,000 per week
GOVERNMENT AUDIT COSTS:	\$30,000
APPEAL EXPENSES:	\$150,000
LEGAL DEFENCE EXPENSES:	\$50,000
MACHINERY BREAKDOWN:	\$100,000
LOT OWNERS' IMPROVEMENTS:	\$250,000

Claim Excess:

All Other Claims	\$1,000 per claim
------------------	-------------------

Motion: Carried

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

Owners Corporation No.1 acknowledges that Bluestone OCM Pty Ltd is an Authorised Representative of Whitbread Insurance Brokers Pty Ltd and is qualified to give general advice and factual advice about insurance, not personal advice.

Motion: *Carried*

21. Insurance FSG & PDS

Owners Corporation No.1 acknowledges that the Insurance Broker's Financial Service Guide (FSG) was provided to the Committee at the time of Policy renewal and a copy of the FSG is available from the Manager upon request.

Motion: *Carried*

Owners Corporation No.1 acknowledges that the Product Disclosure Statement (PDS) was provided to the Committee at the time of Policy renewal and a copy of the PDS is available from the Manager upon request.

Motion: *Carried*

22. Insurance Valuation Report

Owners Corporation No.1 acknowledges that the last Insurance Valuation Report was obtained 26th October 2017.

Motion: *Carried*

23. Confirmation of Appointment – Owners Corporation Manager

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

Motion: *Carried*

24. Disposal of Goods abandoned on Common Property – New Legislation

Owners Corporation No.1, No.2 & No.3 acknowledges that in accordance with Division 5A, *Owners Corporations Act 2006*, the Owners Corporation may now dispose of goods abandoned on common property.

Sections 60 to 65 and 73 to 76 of Australian Consumer Law and Fair-Trading Act 2021 apply to the disposal of abandoned goods by an Owners Corporation as if – (a) a reference to the uncollected goods were a reference to the abandoned goods; and (b) a reference to the receiver were a reference to the Owners Corporation; and (c) a reference to the provider were a reference to the person who abandoned the goods.

The Owners Corporation must issue a notice in writing of the Owners Corporations intention to dispose of the abandoned goods, to the person who abandoned the goods personally, or left at, or sent by post to the persons last known address. The notice must include:

- (a) the plan number and address of the Owners Corporation; and
- (b) a description of the goods; and
- (c) an address at which the goods may be collected; and
- (d) a statement that on or after a specified date the goods will be disposed of by the Owners Corporation unless the goods are collected; and
- (e) a statement that the Owners Corporation will retain from the proceeds of sale of the goods an amount not exceeding the cost to dispose of the goods.

Before disposing of the goods, the Owners Corporation may move the goods to a safe place, if—

- (a) the goods block reasonable access to a lot or the common property; and
- (b) the Owners Corporation has made a reasonable attempt to locate or communicate with the person who abandoned the goods in order to give the person a notice of intention to dispose of abandoned goods.

An Owners Corporation must not dispose of the goods if—

- (a) a dispute exists between the person who abandoned the goods and the Owners Corporation in relation to the goods; and
- (b) an application has been made to VCAT by the Owners Corporation in relation to the dispute. An Owners Corporation that disposes of goods under this Division is not liable in relation to the goods by reason of the disposal.

Motion: Carried

25. Compliance Reminder

Owners Corporation No.1, No.2 & No.3 acknowledges the Compliance Reminder as included with the Notice of Meeting.

Motion: Carried

26. Meeting Closure

With no further business the Chairperson closed the meeting at 5.28pm.

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

Contents

PREFACE	3
1. MANAGEMENT	3
1.1 OWNERS CORPORATION RULES, REGULATIONS AND GUIDELINES	3
<i>a. Owners and Occupiers must at their own expense comply at all times with the laws relating to their Lot including without limitation to any requirement, notice and order of any governmental authority.....</i>	<i>3</i>
1.2 GENERAL.....	3
2. USE AND BEHAVIOUR BY OWNERS, OCCUPIERS AND INVITEES	5
2.1 GENERAL.....	5
2.2 OFFENSIVE BEHAVIOUR AND SMOKING	5
3. MOTOR VEHICLES, DRIVEWAYS AND CAR PARK.....	6
3.1 GENERAL.....	6
3.2 MOTOR VEHICLE RISK.....	7
3.3 BICYCLES.....	7
4. USE OF AMENITIES	8
4.1 GENERAL.....	8
4.2 GARDEN AND BBQ AREAS.....	8
5. USE OF THE LOT	9
5.1 GENERAL.....	9
5.2 USE	9
6. USE AND BEHAVIOUR	10
7. NOISE	11
8. ANIMALS.....	12
9. BALCONIES, PATIOS, COURTYARDS AND EXTERNAL APPEARANCE	13
10. RUBBISH AND WASTE MANAGEMENT.....	14
11. MOVING IN AND VACATING	15
12. RELOCATIONS, DELIVERIES, TRADESMAN AND MOVING OF ARTICLES.....	17
13. BUILDING WORKS	17
13.1 GENERAL.....	17
13.2 CONDITIONS.....	17
14. SIGNAGE.....	19
15. NOTIFICATION OF DEFECTS.....	19
16. DAMAGE, REPAIRS AND MAINTENANCE.....	19
16.1 DAMAGE AND CLEANLINESS.....	19
16.2 DAMAGE REPAIRS AND MAINTENANCE	20
17. CHARGING OF INTEREST AND RECOVERY OF AMOUNTS OWED TO THE OWNERS CORPORATION	21

18.	OWNER DETAILS	22
19.	SECURITY	22
19.1	GENERAL.....	22
19.2	SECURITY KEY.....	22
20.	SUPPORT AND PROVISION OF SERVICES.....	23
21.	RETAIL/ COMMERCIAL LOTS ADDITIONAL REQUIREMENTS	24
22.	RECOVERY OF EXPENDITURE	25
23.	INSURANCE	25
24.	LEASED LOTS	26
25.	COMPLIANCE	27
26.	OWNERS CORPORATION FEES.....	28
27.	COMPLIANCE WITH RULES BY INVITEES	29
28.	COMPLIANCE WITH LAWS	29
29.	PERSONAL INFORMATION OF OWNERS AND OCCUPIERS	29
30.	SPECIAL RULES FOR THE DEVELOPER	29
31.	DEFINITIONS.....	31
32.	ANNEXURE A: MODEL OWNERS CORPORATION RULES	34

PREFACE

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

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

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

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

1. MANAGEMENT

1.1 OWNERS CORPORATION RULES, REGULATIONS AND GUIDELINES

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

1.2 GENERAL

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

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

2. USE AND BEHAVIOUR BY OWNERS, OCCUPIERS AND INVITEES

2.1 GENERAL

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

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

2.2 OFFENSIVE BEHAVIOUR AND SMOKING

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

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

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

3. MOTOR VEHICLES, DRIVEWAYS AND CAR PARK

3.1 GENERAL

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

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

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

3.2 MOTOR VEHICLE RISK

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

3.3 BICYCLES

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

4. USE OF AMENITIES

4.1 GENERAL

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

4.2 GARDEN AND BBQ AREAS

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

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

5. USE OF THE LOT

5.1 GENERAL

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

5.2 USE

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

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

6. USE AND BEHAVIOUR

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

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

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

7. NOISE

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

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

8. ANIMALS

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

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

9. BALCONIES, PATIOS, COURTYARDS AND EXTERNAL APPEARANCE

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

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

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

10. RUBBISH AND WASTE MANAGEMENT

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

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

11. MOVING IN AND VACATING

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

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

12. RELOCATIONS, DELIVERIES, TRADESMAN AND MOVING OF ARTICLES

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

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

13. BUILDING WORKS

13.1 GENERAL

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

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

13.2 CONDITIONS

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

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

14. SIGNAGE

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

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

15. NOTIFICATION OF DEFECTS

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

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

16. DAMAGE, REPAIRS AND MAINTENANCE

16.1 DAMAGE AND CLEANLINESS

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

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

16.2 DAMAGE REPAIRS AND MAINTENANCE

An Owner or Occupier of a Lot must not:-

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

An Owner or Occupier of a Lot must:-

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

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

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

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

18. OWNER DETAILS

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

19. SECURITY

19.1 GENERAL

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

19.2 SECURITY KEY

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

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

20. SUPPORT AND PROVISION OF SERVICES

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

21. RETAIL/ COMMERCIAL LOTS ADDITIONAL REQUIREMENTS

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

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

store all bins, bottles, cardboard/paper and any other refuse on common property except when this is the bin collection and recycling areas nominated by the Owners Corporation;

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

Nothing in these rules prevent or prohibits any member or occupier of a commercial lot from carrying on its reasonable business operations and to apply for, and obtain, any planning permit, liquor licence, or any other legislative consent or permit which the owner of such lot may apply for while the proprietor or owner of any such commercial lot;

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

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

22. RECOVERY OF EXPENDITURE

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

23. INSURANCE

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

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

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

24. LEASED LOTS

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

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

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

25. COMPLIANCE

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

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

26. OWNERS CORPORATION FEES

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

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

27. COMPLIANCE WITH RULES BY INVITEES

- a. An Owner or Occupier of a Lot must take all reasonable steps to ensure the invitees of the Owner or Occupier comply with these Rules.
- b. An Owner of a lot which is subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules
- c. Any contractor/tradesman may only use the basement lift lobby or other area specifically designed by the Owners Corporation for entry or exit.

28. COMPLIANCE WITH LAWS

An Owner or Occupier of a Lot must at the expense of the Owner or Occupant promptly comply with all laws relating to its Lot including, without limitation, any requirement, notices and orders of any governmental authority.

29. PERSONAL INFORMATION OF OWNERS AND OCCUPIERS

- a. The Owners Corporation may collect personal information about Owners and Occupiers of Lots, including but not limited to their name and address.
- b. Personal information collected by the Owners Corporation regarding Owners and Occupiers of Lots may be disclosed to the Owners Corporation's agents and any sub-agents appointed, amongst other things, for the purpose of providing services to or carrying out functions on behalf of the Owners Corporation.

30. SPECIAL RULES FOR THE DEVELOPER

- a. A Member or Occupier must not hinder or impede Burbank from exercising its rights under any agreement entered into under this Rule 30.
- b. Notwithstanding anything to the contrary herein contained, so long as Burbank is a Member or Occupier or for so long as any mortgagee or charge of Burbank has an interest in any Lot, then all the Rules herein shall not in any way whatsoever apply to or be enforceable against Burbank or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that Burbank or its associated entity or its mortgagee or chargee may be engaged in or which

it may need to carry out in order to complete construction of the Building and facilities comprised in the Development.

- c. Burbank, its mortgagees or chargees shall be and are by this Rule, authorised to:
- (i) Erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
 - (ii) Take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and
 - (iii) Exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and
 - (iv) Erect for sale promotional advertising or other signs as Burbank may require on any part of the Common Property; and
 - (v) Grant rights to use or access through or over the Common Property to third parties on such terms and conditions as Burbank or its mortgagee or chargee thinks fit; and
 - (vi) Limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and
 - (vii) Use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works.
 - (viii) Collect, use and disclose the Data relating to You and/or a Member, Occupier, Resident or Lot Owner (and You and/or a Member, Occupier, Resident or Lot Owner consent to this) for the purposes of
 - (a)** providing feedback to You and/or a Member, Occupier, Resident or Lot Owner on their usage of utilities and services on the Lot;
 - (b)** enabling You and/or a Member, Occupier, Resident or Lot Owner to compare statistical and historical data related to the average usage of utilities and services on the Lot, for the Building;
 - (c)** Burbank reporting under any environmental monitoring schemes including any carbon emissions scheme;
 - (d)** Burbank improving the operational performance of the Building and future building design in Dandenong;
 - (e)** billing of utilities and services including where that utility or service is provided by the Manager or Building Manager of the Building under the Owners Corporation.

Burbank agrees to keep confidential all the Data relating to You and/or a Member, Occupier, Resident or Lot Owner and not disclose or cause or permit the disclosure of the Data (except as permitted under this clause 30 c viii or with the prior written consent of You and/or a Member, Occupier, Resident or Lot Owner) and to use the Data only for the purposes outlined in clause 30 c viii (a)-(e).

- d. The Owners Corporation will, within 7 days of being requested by Burbank or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable Burbank or its mortgagee or chargee to complete the Development.

31. DEFINITIONS

In these Rules:

- (a) **“Act”** means the Owners Corporations Act 2006 or any amended version;
- (b) **“Apartment Lot”** means any Lot which is not a Retail Lot, Car Park Lot or Storage Lot.
- (c) **“Amenities”** means the Garden and BBQ areas which are comprised in Owners Corporation No 2 and No 3
- (d) **“Building”** means the building constructed on the Land;
- (e) **“Building Management”** means the person or entity (which may be a related party of the Developer or the Owners Corporation Manager) engaged by the Owners Corporation Manager to provide efficient operation of the Building and to maintain security of the Building and if there is no Building Management then the Owners Corporation Manager;
- (f) **Car Park** means that part of the Building and land designated for entry and exit of Motor Vehicles to and from the Car Park Lots;
- (g) **Car Park Lot** means Lots B1 – B121, C1-C10, G1-G63, P1-P5 or the car park of each lot;
- (h) **“Common Property”** means any Common Property described on the Plan of Subdivision;
- (i) **Developer** means the Developer of the project, Burbank
- (j) **Developer's Mortgagee** means any person or corporation which has taken from the Developer a mortgage or charge over any part of the Development;
- (k) **“Development”** means all the land and improvements comprised in Plan of Subdivision No P.S. 645691V and known as 51-67 Hornsby Street, Dandenong, VIC 3175
- (l) **“Guidelines”** means any regulation for the effective management of the Building and administration of these Rules, as determined by the Owners Corporation from time to time;
- (m) **“Land”** means the whole of the land described in the Plan;

- (n) **“Lot” or “Lots”** means a Lot or Lots on the Plan of Subdivision;
- (o) **“Manager”** means the person for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (p) **“Model Rules”** means the model rules prescribed by the Owners Corporations Act 2006 from time to time as attached in Annexure A;
- (q) **Motor Vehicle** means a motor vehicle:
 - a. with a tare weight of not more than 2 tonnes; and
 - b. with dimensions capable of fitting within a Car Park Lot and gaining entry to the Car Park without causing damage to the Building and the Land;
- (r) **“Occupier”** means any person lawfully occupying or in possession of a Lot and can include an Owner;
- (s) **“Owner”** means a registered owner of a Lot ;
- (t) **“Owners Corporation”** means Owners Corporation No 1 No 2 No 3 No 4 on Plan No 645691V, as represented by the Owners Corporation Committee and Owners Corporation Manager;
- (u) **“Owners Corporation Committee”** means the Committee elected by the Owners of the Owners Corporation in accordance with the Owners Corporation Regulations;
- (v) **“Owners Corporation Manager”** means any manager appointed from time to time by the Owners Corporation pursuant to the Owners Corporation Act 2006;
- (w) **“Plan” or “Plan of Subdivision”** means Plan of Subdivision No 645691V;
- (x) **“Regulations”** mean the Subdivision (Owners Corporation) Regulations 2001 & Owners Corporations Regulations 2007 or any amended version;
- (y) **Retail Lot OR Commercial Lot** means Lot No: 31, 32, 33, 41, 42, 43;
- (z) **“Rules”** means the rules for the Owners Corporation as set out in this document as amended from time to time;
- (aa) **“Security Key”** means a key, magnetic card or other device used to open doors, gates, and locks; and

- (bb) "Storage Lot" means the storage cage of each lot
- (cc) Unless the context otherwise requires:
 - (i) headings are for convenience only;
 - (ii) words imparting the singular include the plural and vice versa;
 - (iii) an expression imparting a natural person includes any company, partnership, joint venture, association, body corporate and any governmental authority; and
 - (iv) a reference to a thing includes part of the Building.
- (dd) The obligations and restrictions in these Rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over those Rules in respect of the party or parties to who they are given.

32. ANNEXURE A: MODEL OWNERS CORPORATION RULES

If the Model Rules provide for a matter and the Registered Rules of the Owners Corporation do not provide for that matter, the Model Rules relating to that matter are deemed to be included in the Rules of the Owners Corporation (refer S 139 (3) Owners Corporations Act 2006).

Model Rules

1. Health, Safety & Security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

1. Except with the approval in writing of the Owners Corporation, an Owner or Occupier of a lot must not use or store on the lot or on the Common Property any flammable chemical, liquid or gas or other flammable material.
2. This rule does not apply to:
 - (a) Chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - (b) Any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An Owner or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the Occupiers or users of other lots.

2. Management and administration

2.1 Metering of services and apportionment of costs of services

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

3. Use of Common Property

3.1 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 permission of the Owners Corporation, use for his or her own purposes as a garden any portion of the Common Property.
3. An approval under subrule (b) 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 (d) must remove that animal.
6. Subrules (d) and (e) do not apply to an animal that assists a person with an impairment or disability.

3.2 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:

1. To be parked or left in parking spaces situated on Common Property and allocated for other lots; or
2. On the Common Property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
3. In any place other than a parking area situated on Common Property specified for that purpose by an Owners Corporation.

3.3 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 (a) or (b) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
4. An Owner or person authorised by an Owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
5. The Owner or person referred to in subrule (d) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1 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. Behaviour of persons

5.1 Behaviour of Owners, Occupiers and invitees on Common Property

An Owner or Occupier of a lot must take all reasonable steps to ensure that invitees 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.

5.2 Noise and other nuisance control

1. An Owner or Occupier of a lot, or a guest of an Owner or Occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the Common Property.
2. Subrule (a) does not apply to the making of noise if the Owners Corporation has given written permission for the noise to be made.

6. 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 of the Owners Corporation, the Owners Corporation must be notified of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation within 14 working days after the dispute comes to the attention of all parties.
6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
7. If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
8. This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

Model Rules for an Owners Corporation

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

1 Health Safety and Security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to-

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

1.3 Waste Disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees & Sub-Committees

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

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

3 Management & Administration

3.1 Metering of services and apportionment of costs of services

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

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

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

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

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

4 Use of Common Property

4.1 Use of Common Property

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

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

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

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

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

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

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

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of use of lots

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, Occupiers and invitees on common property

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

6.2 Noise & other nuisance control

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

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

7 Dispute resolution

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

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

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

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

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

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

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

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

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

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

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

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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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.

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 1
PLAN NO. PS645691V

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

Land Affected by Owners Corporation:

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

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

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

AS227943Y 06/06/2019

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AL598142X 06/02/2015

Additional Owners Corporation Information:

OC024757E 06/02/2015

Notations:

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 1
PLAN NO. PS645691V

Entitlement and Liability:

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

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

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. 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.

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 2
PLAN NO. PS645691V

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

Land Affected by Owners Corporation:

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

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

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

AS227943Y 06/06/2019

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. AL598157J 10/02/2015

Additional Owners Corporation Information:

OC024760R 10/02/2015

Notations:

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

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 2
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 2
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 2
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 2
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 2
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 2
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 2
PLAN NO. PS645691V

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/07/2022 01:40:14 PM

OWNERS CORPORATION 2
PLAN NO. PS645691V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 807	5	5
Total	813.00	813.00

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

Statement End.