



Contract of sale of land

**Property: Apartment 2, 8 Maury Road, Chelsea
VIC 3196**

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of Conveyancers (Victorian Division)



Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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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.

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

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

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

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

Print names(s) of person(s) signing: Anne Fairnie (formerly Cansdale)

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Chelsea
Address: 463 Nepean Highway, Chelsea VIC 3196
Email: jo.barclay@obre.com.au
Tel: 03 9772 7077 Mob: 0439 394 434 Fax: 03 9772 7022 Ref: Jo Barclay

Vendor

Name: Anne Fairnie (formerly Cansdale)
Address: Apartment 2, 8 Maury Road, Chelsea VIC 3196
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Sunnyoaks Conveyancing
Address: Unit 6, 200 Nepean Highway, Aspendale VIC 3195
Email: enquiries@sunnyoaks.com.au
Tel: 03 9782 1432 Mob: Fax: Ref: 24/399

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11592 Folio 697	1	PS 714561C

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: Apartment 2, 8 Maury Road, Chelsea VIC 3196

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

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

Payment

Price \$ _____

Deposit \$ _____ 10% payable upon signing (of which \$ _____ has been paid)

Balance \$ _____ payable at settlement

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

is due on _____ / _____ / 2024

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

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

Lease (general condition 5.1)

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

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

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

OR

a residential tenancy for a fixed term ending on / /20.....

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

~~Loan~~ (general condition 20) – **NOT APPLICABLE AT AUCTION**

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

~~Lender:~~

~~Loan amount: no more than Approval date:~~

Building report

- General condition 21 applies only if the box is checked

Pest report

- General condition 22 applies only if the box is checked

Special Conditions

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

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



GC 23 – special condition

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.



GC 28 – special condition

General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

SPECIAL CONDITION 3 – Removal of Spa & Removal of Spa Safety Barrier Fencing

The Vendor & Purchaser/s acknowledge and agree that a spa has been removed from the property and the spa safety barrier fencing has been dismantled and removed from the property. The Purchaser/s further acknowledge that Kingston Council has been informed of the spa/spa safety barrier fencing removal & de-registration, and the Vendor does not need to provide the Kingston Council Building Permit & Certificate of Final Inspection for the spa safety barrier fencing as declared on the Kingston Building Certificate dated 12th July 2024. This Contract is conditional upon and subject to the terms of Special Condition 1.

SPECIAL CONDITION 4 – Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor’s Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

SPECIAL CONDITION 5 - Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor’s behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor’s Agents from any claims demands in respect thereof.

SPECIAL CONDITION 6 - Planning

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

SPECIAL CONDITION 7 - Director’s Guarantee and Warranty

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

SPECIAL CONDITION 8 - Foreign Acquisition

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

SPECIAL CONDITION 9 - Swimming Pool / Spa

In the event the property includes a swimming pool/spa, the Purchaser hereby acknowledges by signing this Contract of Sale that the swimming pool/spa located on the property may not have fencing or safety measures that comply with Building Regulation 2018. The Purchaser further acknowledges and agrees that it has made its own enquiries in relation to compliance with current building regulations and the Purchaser agrees that they cannot terminate this Contract in the event the swimming pool/spa does not comply with current building regulations, nor will the Purchaser require the vendor to comply with any notice issued by any authority nor seek any compensation from the Vendor for any non-compliance.

SPECIAL CONDITION 9 - Auction

The Rules and Information Sheet for the conduct of the auction shall be set out in the Schedule of the Sale of Land (Public Auctions) Regulations 2014 or any rules prescribed by regulation which modify or replace those rules.

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.

GUARANTEE and INDEMNITY

I/We		of	
And		of	
being the Sole Director / Directors of		ACN	

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

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

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

This Day of 20

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of Director(Sign)

Witness

SIGNED SEALED AND DELIVERED by the said

Print Name

In the presence of Director(Sign)

Witness

SECTION 32

STATEMENT

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

Vendor:	Anne Fairnie (formerly Cansdale)
Property:	Apartment 2, 8 Maury Road, Chelsea VIC 3196 Being Lot 1 on Plan of Subdivision 714561C being all the Land described in Certificate of Title Volume 11592 Folio 697

VENDORS REPRESENTATIVE

Sunnyoaks Conveyancing
Unit 6, 200 Nepean Highway
ASPENDALE VIC 3195

Tel: 03 9782 1432
Email: conveyancing@sunnyoaks.com.au

Ref: KS:24/399

SECTION 32 STATEMENT

Apartment 2, 8 Maury Road, Chelsea VIC 3196

32A FINANCIAL MATTERS

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

Provider	Amount (& interest if any)	Period
Kingston Council Rates	As per attached Certificate	Per annum
South East Water Rates	As per attached Certificate	Per annum
State Revenue Land Tax	As per attached Certificate	Per annum
Owners Corporation Fees	As per attached Certificate	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows: As per attached Certificate/s as/if applicable. Otherwise none to the vendors knowledge. At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

Commercial and Industrial Property Tax

1. The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes No

2. The AVPCC number is: Not Applicable.
3. The Entry Date of the land was: Not Applicable.

32B INSURANCE

Is contained in the attached Certificate/s.

A copy of the condition report required by section 137B of the *Building Act 1993* is also attached.

32C LAND USE

a) RESTRICTIONS

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

As set out in the attached copies of title documents and planning information;

Particulars of any existing failure to comply with their terms are as follows:-

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

b) BUSHFIRE

This land IS NOT WITHIN a designated bushfire-prone area within the meaning of the regulations made under the *Building Act 1993*.

c) ROAD ACCESS

There is access to the Property by Road.

d) PLANNING

Planning Scheme: Kingston Planning Scheme

Responsible Authority: Kingston Council

Zoning / Planning Overlay/s: As per attached planning property report/s

All or part of this property is an area of cultural heritage sensitivity.

32D NOTICES

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

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land): As contained in the attached Certificate/s.

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

32H SERVICES NOT CONNECTED

Service

The telephone is not connected.

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

32I TITLE

Attached are the following document/s concerning Title:
a copy of Certificate of Title Volume 11592 Folio 697
a copy of Plan of Subdivision Lot 1 of Deposited Plan 714561C

Notice to Purchaser
(GST Withholding Regime)

Property: Apartment 2, 8 Maury Road, Chelsea VIC 3196
Vendor: Anne Fairnie (formerly Cansdale)

The above property is either an Existing Residential Premises or Commercial Residential Premises and therefore the Purchaser is not Required to withhold GST

DATE OF THIS STATEMENT

24/07/2024

Name of the Vendor

Anne Fairnie (formerly Cansdale)

Signature/s of the Vendor

x *Anne Fairnie (formerly Cansdale)*

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser/s

Signature/s of the Purchaser/s

x x

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

Page 1 of 1

VOLUME 11592 FOLIO 697

Security no : 124116520227H
Produced 10/07/2024 02:32 PM

LAND DESCRIPTION

Lot 1 on Plan of Subdivision 714561C.

PARENT TITLES :

Volume 04171 Folio 069 Volume 08032 Folio 022

Created by instrument PS714561C 25/08/2015

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

ANNE CANSDALE of APARTMENT 2 8 MAURY ROAD CHELSEA VIC 3196
AW027344D 02/09/2022

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS714561C FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: APARTMENT 2 8 MAURY ROAD CHELSEA VIC 3196

ADMINISTRATIVE NOTICES

NIL

eCT Control 17412E SUNNYOAKS CONVEYANCING PTY LTD
Effective from 03/07/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS714561C

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	Plan
Document Identification	PS714561C
Number of Pages (excluding this cover sheet)	7
Document Assembled	10/07/2024 14:32

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

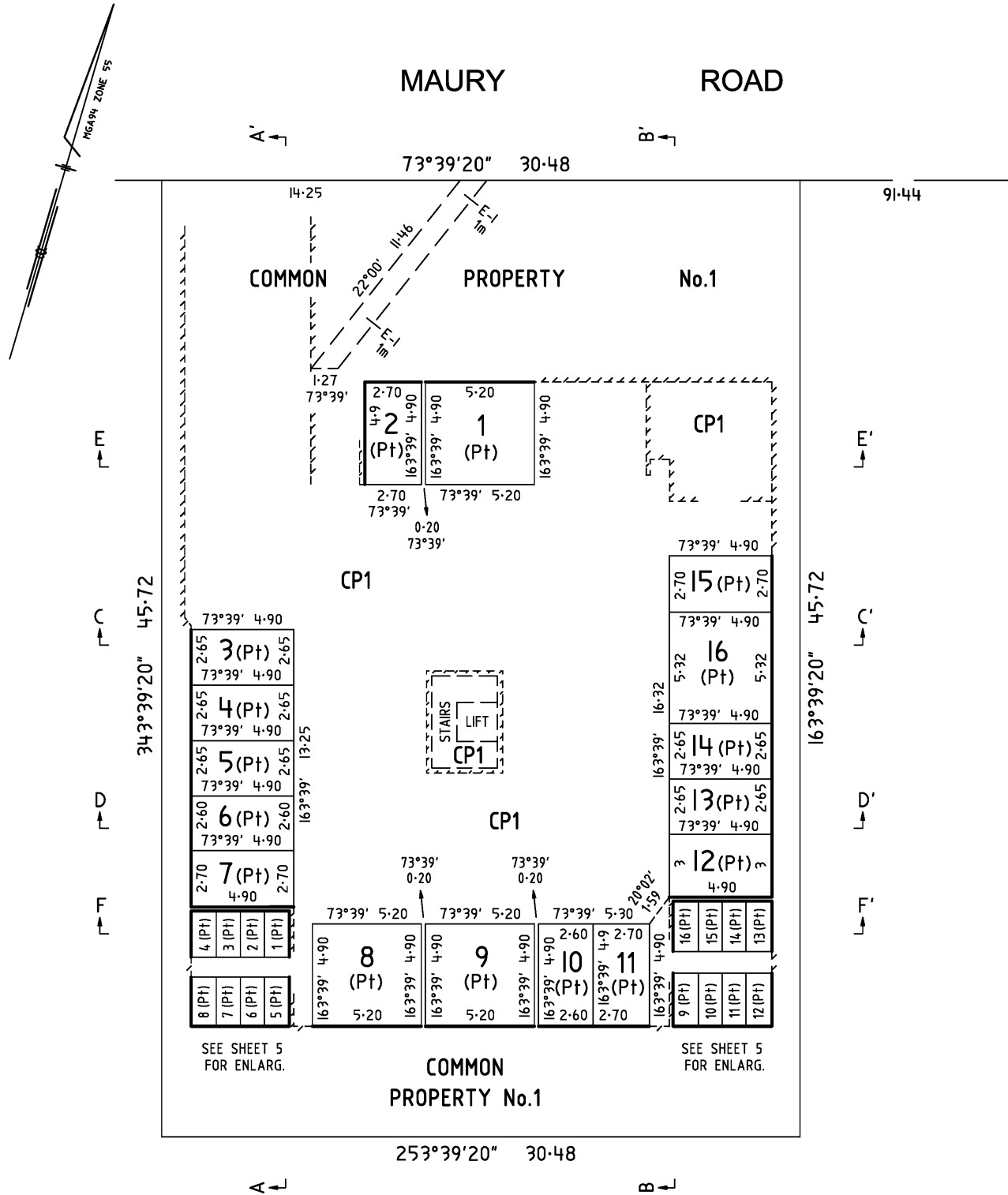
PLAN OF SUBDIVISION			LV USE ONLY EDITION 1	PLAN NUMBER PS 714561C
LOCATION OF LAND Parish: LYNDHURST Township: - Section: - Crown Allotment: 4 ^A (PART) Crown Portion: - Title Reference: VOL 8032 FOL 022 & VOL 4171 FOL 069 Last Plan Reference: LOTS 24 & 25 (BLOCK E) ON LP 5211 Postal Address: 8 - 10 MAURY ROAD, (at time of subdivision) CHELSEA 3196 MGA94 Co-ordinates: E 334 735 Zone: 55 (of approx. centre of land in plan) N 5 786 255			Council Name: CITY OF KINGSTON	
VESTING OF ROADS AND / OR RESERVES			NOTATIONS	
IDENTIFIER	COUNCIL / BODY / PERSON		Boundaries shown by continuous thick lines are defined by buildings. Location of boundaries defined by buildings. Interior Face: ALL BOUNDARIES CP1: DENOTES COMMON PROPERTY No.1 ALL COLUMNS, BEAMS & DUCTS ARE CONTAINED WITHIN COMMON PROPERTY No.1 AND ARE NOT NECESSARILY SHOWN ON THIS PLAN. COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS 1 - 16 AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES.	
NIL	NIL			
NOTATIONS				
THIS IS A SPEAR PLAN. Depth Limitation: DOES NOT APPLY Staging: This is not a staged subdivision. Planning Permit No. <div style="border: 1px solid black; padding: 5px; margin: 5px 0;">LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</div> Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) 63 & 64 In proclaimed Survey Area No. -				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited / In Favour Of
E-1	SUPPLY OF ELECTRICITY (THROUGH UNDERGROUND CABLES) (LIMITED IN HEIGHT TO SITE LEVEL)	SEE DIAG.	THIS PLAN	LAND IN THIS PLAN
Nilsson, Noel & Holmes (Surveyors) Pty. Ltd. A.C.N. 067 949 615 Surveyors, Engineers & Town Planners 8A Codrington Street, Cranbourne 3977 Phone (03) 5996 4133 Email: mail@nnhsurveyors.net.au		REF: 9818 DWG No. 9818S 24/06/2015 LICENSED SURVEYOR: STANLEY G. JEFFREYS VER 03		ORIGINAL SHEET SIZE: A3 Sheet 1 of 6 sheets PLAN REGISTERED TIME: 2.56pm DATE: 25/8/2015 F CAMPBELL Assistant Registrar of Titles

PLAN OF SUBDIVISION

PLAN NUMBER
PS 714561C

MAURY ROAD

NEPEAN HIGHWAY



Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners

8A Codrington Street, Cranbourne 3977

Phone (03) 5996 4133

Email: mail@nnhsurveyors.net.au



SCALE



1:200

LENGTHS ARE IN METRES

REF: **9818** DWG No. **9818S** 24/06/2015

ORIGINAL SHEET
SIZE: A3

SHEET 2

LICENSED SURVEYOR:

STANLEY G. JEFFREYS VER 03

PLAN OF SUBDIVISION

PLAN NUMBER
PS 714561C

MAURY ROAD

NEPEAN HIGHWAY

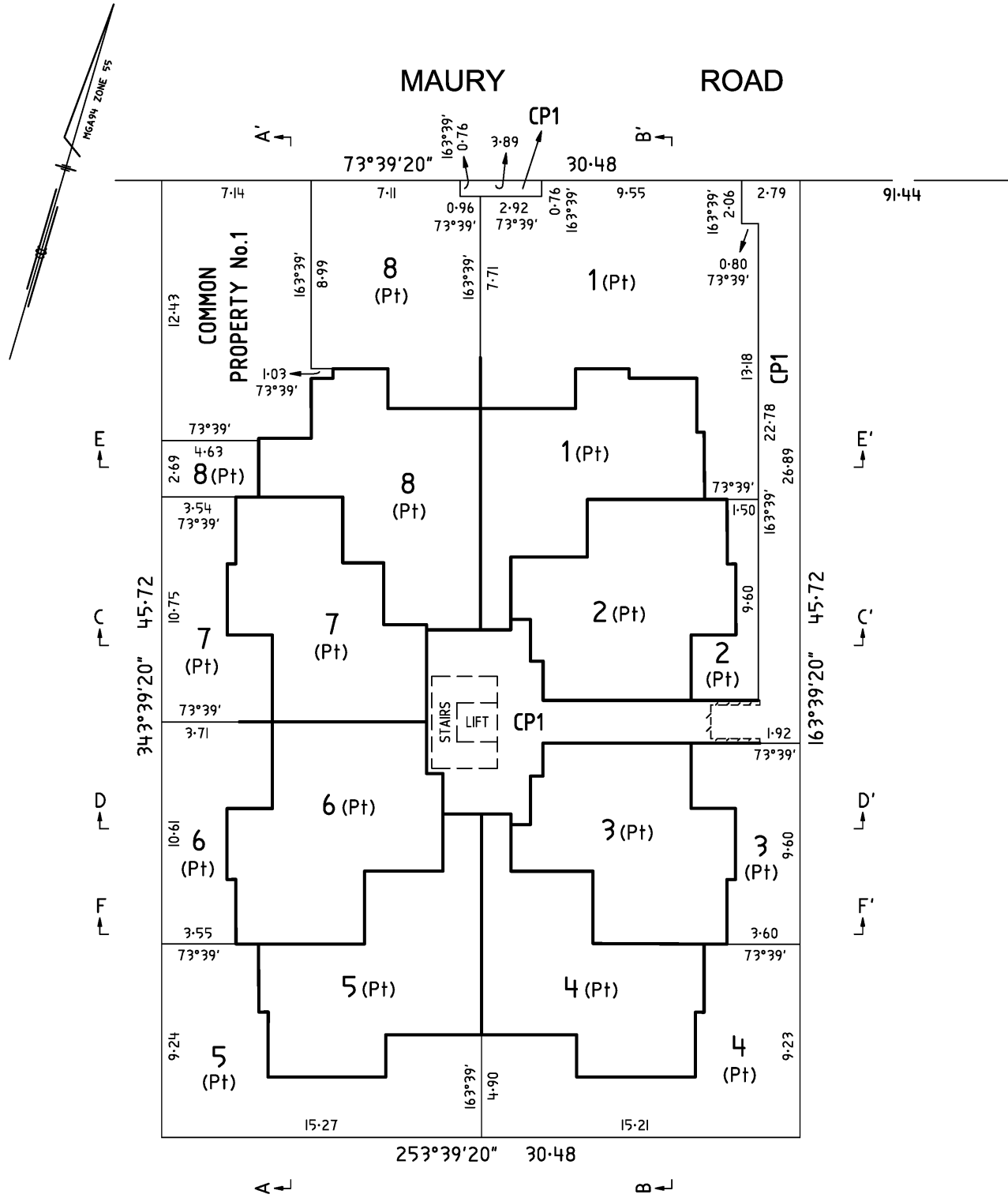


DIAGRAM 2

GROUND STOREY & GROUND LEVEL

Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners

8A Cadrington Street, Cranbourne 3977

Phone (03) 5996 4133

Email: mail@nnhsurveyors.net.au



SCALE
1:200



LENGTHS ARE IN METRES

LICENSED SURVEYOR:

STANLEY G. JEFFREYS VER 03

REF: **9818** DWG No. **9818S** 24/06/2015

ORIGINAL SHEET
SIZE: A3

SHEET 3

PLAN OF SUBDIVISION

PLAN NUMBER
PS 714561C

MAURY ROAD

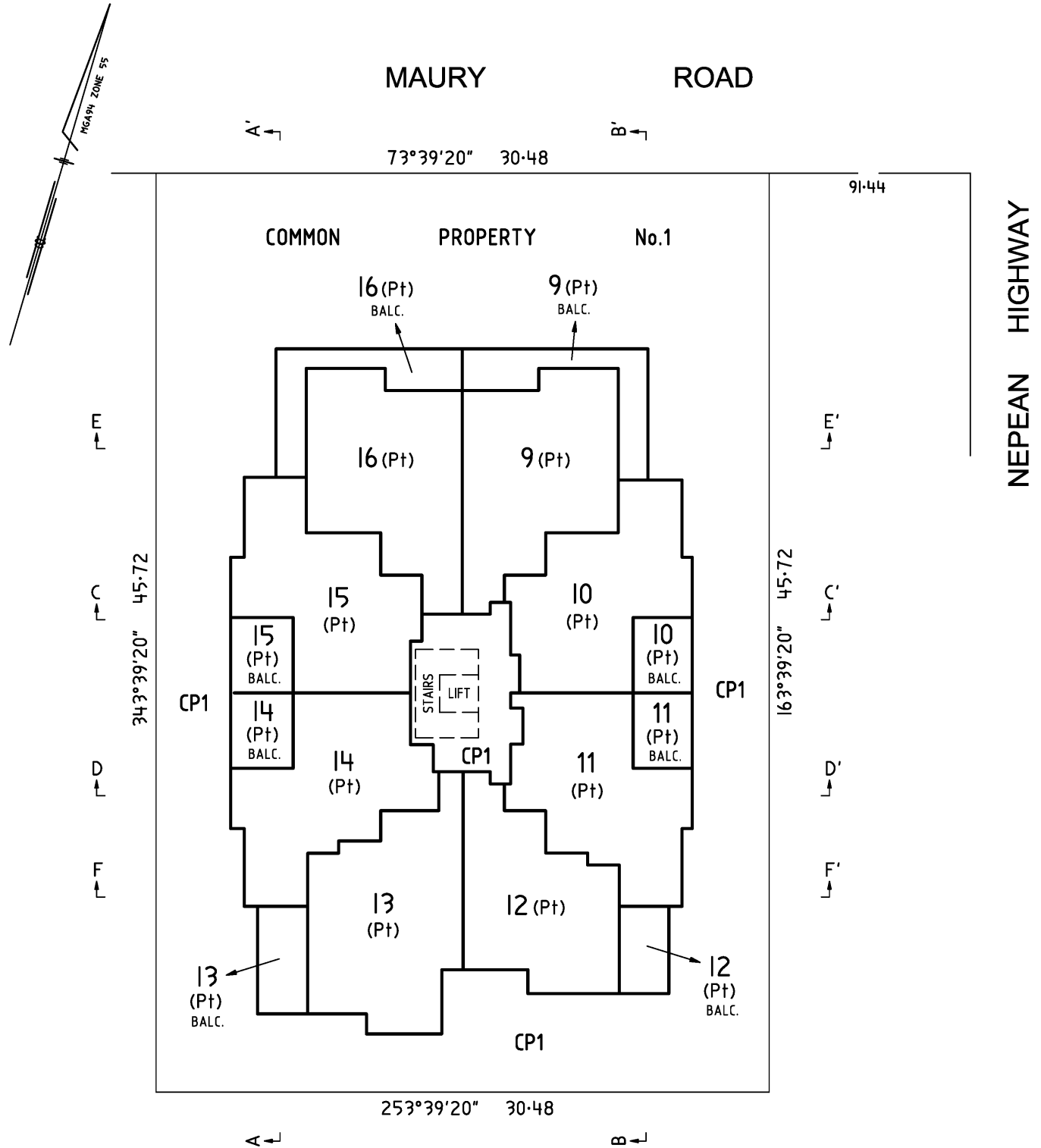


DIAGRAM 3
TOPMOST STOREY

Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners

8A Codrington Street, Cranbourne 3977

Phone (03) 5996 4133

Email: mail@nnhsurveyors.net.au



SCALE
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LENGTHS ARE IN METRES

LICENSED SURVEYOR:
STANLEY G. JEFFREYS VER 03

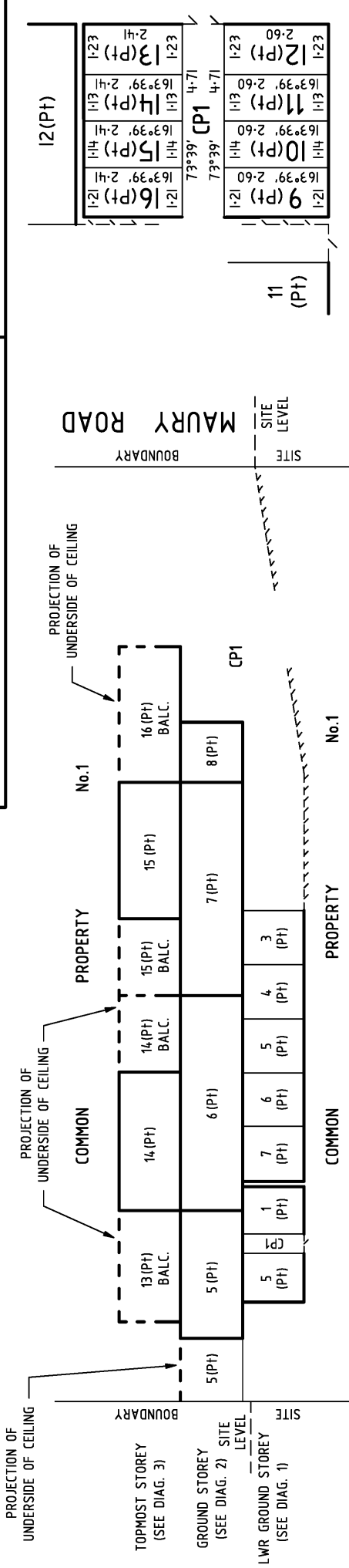
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ORIGINAL SHEET
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SHEET 4

PLAN OF SUBDIVISION

PLAN NUMBER
PS 714561C



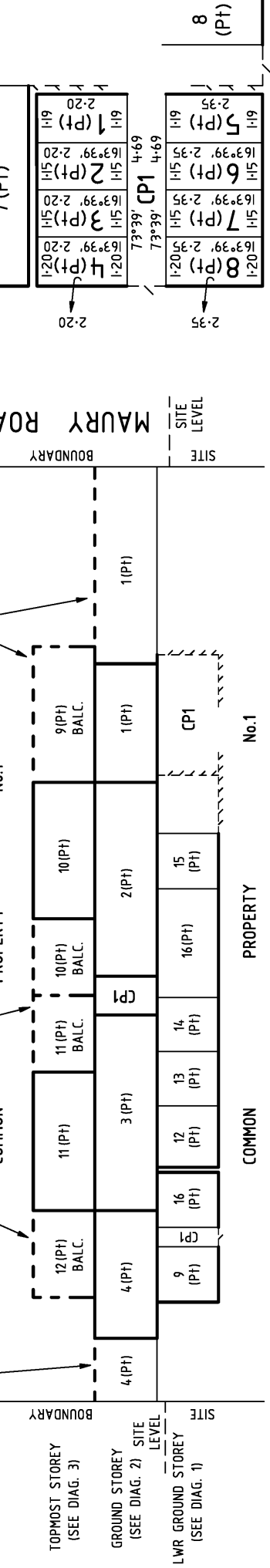
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ENLARGEMENT
SCALE 1:100



SECTION B-B'
NOT TO SCALE

ENLARGEMENT
SCALE 1:100



SECTION B-B'
NOT TO SCALE

ENLARGEMENT
SCALE 1:100

Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.
A.C.N. 067 949 615
Surveyors, Engineers & Town Planners
8A Coddington Street, Cranbourne 3977
Phone (03) 5996 4133 Email: mail@nhsurveyors.net.au

SCALE
NTS

LENGTHS ARE IN METRES

REF: **9818** DWG No. **9818S** 24/06/2015
LICENSED SURVEYOR:
STANLEY G. JEFFREYS VER **03**

ORIGINAL SHEET
SIZE: A3

SHEET **5**

Plan of Subdivision PS714561C
Concurrent Certification and Statement of Compliance
(Form 3)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S067515M
Plan Number: PS714561C
Responsible Authority Name: Kingston City Council
Responsible Authority Permit Ref. No.: KP316/2015
Responsible Authority Certification Ref. No.: KS97/2015
Surveyor's Plan Version: 03

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Ian Nice
Organisation: Kingston City Council
Date: 20/07/2015



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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**OWNERS CORPORATION 1
PLAN NO. PS714561C**

The land in PS714561C is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 16.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

AMITY OC MANAGEMENT PTY LTD GROUND FLOOR 1001 NEPEAN HIGHWAY MOORABBIN VIC 3189

OC027143B 25/08/2015

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. OC027144Y 25/08/2015

Additional Owners Corporation Information:

OC027143B 25/08/2015

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/07/2024 02:32:31 PM

**OWNERS CORPORATION 1
PLAN NO. PS714561C**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Total	1600.00	1600.00

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.

OWNERS CORPORATION CERTIFICATE

Owners Corporations Act 2006, s.151 Owners Corporations Act 2006, Owners Corporations Regulations 2018

As at 11th July 2024

1. OWNERS CORPORATION DETAILS

Plan Number: PS714561C
Address of Plan: 8 Maury Road Chelsea Victoria 3196
Lot Number this statement relates to:
Unit Number this statement relates to:
Postal Address: PO BOX 161 Brunswick Victoria 3056

2. CERTIFICATE DETAILS

Vendor: Ms Anne Cansdale
Postal Address for Lot 1: 8 Maury Road Chelsea Victoria 3196
Purchaser:
Person requesting Certificate: Sunnyoaks Conveyancing - Kim Saunders
Reference:
Address: 6 / 200 Nepean Highway, ASPENDALE VIC 3195
Fax:
E-mail: enquiries@sunnyoaks.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 1

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 1 are **4,028.12 per annum** commencing on 1 September 2023. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/09/23 to 30/11/23	1,007.03	01/09/23	To be Issued
01/12/23 to 29/02/24	1,007.03	01/12/23	To be Issued
01/03/24 to 31/05/24	1,007.03	01/03/24	To be Issued
01/06/24 to 31/08/24	1,007.03	07/07/24	Paid
01/09/24 to 30/11/24	1,007.03	01/09/24	To be Issued

Maintenance Fund

The annual maintenance levy fees for Lot 1 are **937.52 per annum** commencing on 1 September 2023. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/09/23 to 30/11/23	234.38	01/09/23	To be Issued
01/12/23 to 29/02/24	234.38	01/12/23	To be Issued
01/03/24 to 31/05/24	234.38	01/03/24	To be Issued
01/06/24 to 31/08/24	234.38	07/07/24	Paid
01/09/24 to 30/11/24	234.38	01/09/24	To be Issued

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 11th July 2024

For Plan No. PS714561C - Lot 1

4. CURRENT LEVY POSITION FOR LOT 1

Fund	Balance	Paid To
Administrative	0.00	31 August 2024
Maintenance Fund	0.00	31 August 2024
BALANCE	0.00	

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 1.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 1 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 11 July 2024:

Account / Fund	Amount
Administrative Fund	28,245.78
Maintenance Fund	19,417.97
TOTAL FUNDS HELD AS AT 11 JULY 2024	\$47,663.75

8. INSURANCE

The owners corporation currently has the following insurance cover in place:

Policy

Policy No.	HU0013458
Expiry Date	14-August-2024
Insurance Company	CHU Underwriting Agencies Pty Ltd
Broker	
Premium	31731.39

Cover Type

Cover Type	Amount of Cover
Common Area Contents	22,947.00
Damage (i.e. Building) Policy	8,902,692.00
Fidelity Guarantee Insurance	250,000.00
Government Audit Costs	25,000.00
Government Audit Costs - Appeal Expenses	\$100,000.00
Government Audit Costs - Legal Defense Expenses	\$50,000.00
Loss Of Rent/Temporary Accommodation	1,335,403.00
Lot Owner's Fixtures and Improvements	250,000.00
Machinery Breakdown Insurance	100,000.00
Office Bearers Liability Insurance	5,000,000.00
Voluntary Workers Insurance	\$200,000.00

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 11th July 2024

For Plan No. PS714561C - Lot 1

9. CONTINGENT LIABILITIES

The owners corporation has the following contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above:

Nil

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

The owners corporation has not granted any authorities or dealings affecting the common property.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied.

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings.

15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is aware of an application or a proposal for the appointment of an administrator as follows:

Nil

16. PROFESSIONAL MANAGER DETAILS

Name of Manager:	OSCA Capital
ABN / ACN:	13650289348
Address of Manager:	PO BOX 161 Brunswick Victoria 3056
Telephone:	0499176514
Facsimile:	
E-mail Address:	info@oscacapital.com.au

17. ADDITIONAL INFORMATION

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 11th July 2024

For Plan No. PS714561C - Lot 1

The owners corporation provides the following information for the benefit of the purchaser:

The Owners Corporation has granted contracts to:

- Savant Energy to maintain and supply Hot Water and Gas to all residents of the property.
- ADT Fire Monitoring has a 3-year contract to maintain the monitoring of the Fire Panel at the property.

SIGNING

The common seal of Plan No. PS714561C, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Stephen Lunedei

Company: OSCA Capital

Address of registered office: PO BOX 161 Brunswick Victoria 3056



Common Seal
of Owners Corporation

11/07/2024

Date



Oscap Capital Pty Ltd
T: 03 9381 1767 | M: 0499 176 514
E: info@oscacapital.com.au
PO Box 161, Brunswick, VIC, 3056
ABN: 13 650 289 348

Sunnyoaks Conveyancing - Kim Saunders
6 / 200 Nepean Highway, ASPENDALE VIC 3195

12th July 2024

Dear Sunnyoaks Conveyancing - Kim Saunders

Re: OWNERS CORPORATION CERTIFICATE - LOT 1, PLAN NO. PS714561C

In response to your request, we now attach an Owners Corporation Certificate for Lot 1 in Plan No. PS714561C dated 11th July 2024. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

Pursuant to section 151(4)(b) of the Act, we also attach the following:

- (a) A copy of the Rules for this Owners Corporation;
- (b) A statement of advice and information for prospective purchasers of a strata title lot in Victoria in accordance with Regulation 17 of the *Owners Corporations Regulations 2018*; and
- (c) A copy of the minutes of the last annual general meeting of the Owners Corporation showing all resolutions passed at that meeting.

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at info@oscacapital.com.au. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

A handwritten signature in blue ink, appearing to read 'Stephen Lunedei', is written over a horizontal line.

Registered Manager

Full name: Stephen Lunedei

Company: OSCA Capital

Address of registered office: PO BOX 161 Brunswick Victoria 3056

11/07/2024

Date



Concord Owners Corporation Management
ABN: 91 814 020 949
"Your investment is my Passion"

Minutes of Annual General Meeting for

Owners Corporation Plan No: 714561C

Address: 8 MAURY ROAD
CHELSEA VIC 3196 VIC 3196

The Annual General Meeting of the Owners Corporation Plan No:714561C was held at;

"ZOOM ATTENDANCE "

06:00 pm

07:35 pm

Minutes for the Annual General Meeting

O/Corp 714561C MAURY BEACHSIDE 8 MAURY ROAD

Generated at: 09/10/2023 10:40 am

02/10/2023 06:00 pm

User: Lynn Maree Rippon

1. PROXY & ELIGIBILITY TO VOTE:

Proxies: Attendance or representation of 50% of members is necessary to constitute a Quorum. A meeting, however, may proceed without a Quorum but all decisions are interim decisions (Section 78 of the Owners Corporation Act 2006). If you are unable to attend the Meeting, you have the right to appoint someone to act as your proxy. A form is attached for your use and this should be returned to this office prior to the meeting or presented at the meeting.

The rules have changed restricting the number of proxies that any one person can hold. If a property contains 20 or less occupiable lots, a person may only vote on behalf of one lot owner. If a property has more than 20 occupiable lots, a person can vote on behalf of up to 5% of lot owners.

Eligibility to Vote: In accordance with Section 94 of the Owners Corporation Act 2006, a member whose Owners Corporation fees, or other amounts to the Owners Corporation are in arrears, is not entitled to vote on motions requiring an ordinary resolution.

2. CHAIRPERSON:

Chairman, apologies, proxies, quorum, and notice period waiver

It was **resolved** that **Lynn Maree Rippon** appointed to chair the meeting.

In Attendance:

<u>Unit:</u>	<u>Owner</u>
3	Anthony Moffit
4	Neville & Belinda Smith
7	Gail Orr
10	Eric Gerantidis
11	Alek Borek
12	Eyhab Alkawasmi
14	Patricia Dowman
	Lynn Maree Rippon Concord OCM

Apologies:

<u>Unit:</u>	<u>Owner:</u>
16	Stephen & Jennifer Mulholland

As there were **7 (Seven)** lots present a quorum could not be declared. A quorum of 50% is required to make a quorum.

The meeting proceeded with all decisions remaining Interim Resolution for a period of 28 days as per Section 78 of the Owners Corporation Act 2006. Interim Resolutions will become resolutions of the Owners Corporation on the 29th day if a petition has not been received to convene a Special General Meeting as per Section 74 © of the Owners Corporation Act 2006.

3. CONFIRMATION OF MINUTES OF PREVIOUS ANNUAL GENERAL MEETING:

It was **resolved** that the Minutes of the previous Annual General Meeting held on 26th October 2022 to be accepted as true and accurate record.

4. FINANCIAL STATEMENTS:

3.1 It was **resolved to adopt** the Statement of Financial Performance for year ending: 31st August 2023.

3.2 It was **resolved to adopt** the Statement of Financial Position as at: 31st August 2023.

The chairperson noted to all attending owners that the most expensive expenses for the owner's corporation is the Strata Building Insurance. This item has increased across the Strata Industry.

Financial Position of Bank Account as of 2nd October 2023

Total Funds in Bank Account: \$35,234.99

Breakdown of Funds:

Administration Account: \$15,357.77 This account is for everyday expenses of running the owners corporation.

Maintenance Fund Account: \$19,877.22 This account is for the future major repairs for the building as it ages.

5. ADOPT THE PROPOSED BUDGET:

It was **resolved to adopt** the Administration Fund (Budget) for the current Financial Year commencing 1st September 2023. Amount \$64,450.00, it was noted by the chairperson to attending owners, this proposed budget is very tight, the chairperson with the increases of Insurance on the Building what once we could add a 5% increase is now to hard to proposed the amount.

The administration Budget is the anticipated costs of running expenses for common property, any exceptions that is higher than the proposed budget may incur a Special Levie.

It was **resolved to adopt** the Maintenance Fund for the current Financial Year commencing 1st September 2023. Amount \$15,000.00.

The chairperson noted to attending owners the proposed amount is not covering the amount of \$20,000.00 for the year 2023 to 2024 as proposed in the Mabi Forecast Report.

Attending owners agreed to amount of \$15,000.00 to contribute funds to the Maintenance Fund for future expenses as the building ages.

It was agreed by attending owners to organise a new Mabi Forecast report to next year's agenda.

6. ARREARS:

It was **resolved** that the three debt recovery resolutions previously resolved by the owners to remain in place:

- a. That pursuant Section 29 of the Owners Corporation Act 2006, members to be charged interest on money owed to the Owners Corporation 30 days after the due date at the rate of interest that is applicable from the time to time under Section 2 of the Penalty Interest Rates Act 1983, such interest to apply from due date.
- b. Debt recovery Special Resolution 75%: Under section 18 (1) of the Owners Corporation Act 2006 the Owners Corporation authorises the manager to commence legal proceeding in the magistrate's court as required for the purposes of debt recovery. It was further resolved to delegate the responsibility to the committee to decide how to proceed.
- c. Debt recovery Ordinary Resolution 50%: The manager arranges for the issue of legal proceedings against the owners of the lots with arrears and for all collection costs to be levied to those lot owners.

7. REVIEW THE INSURANCE COVER FOR THE NEXT 12 MONTHS:

Insurance Company: **CHU Underwriting Agencies Policy Number: HU0013458**
14th August 2023 to 14th August 2024

Building Sum Insured:	\$8,902,692
Loss of Rent/Temp Accommodation:	\$1,335,403
Common Area Contents:	\$22,947
Liability to Others:	\$30,000,000
Voluntary Workers:	\$200,000 Death \$2,000 per week Total Disablement
Fidelity Guarantee:	\$250,000
Office Bearers' Legal Liability	\$5,000,000
Government Audit Costs:	\$25,000
Appeal Expenses – Common Property health & Safety Breaches:	\$100,000
Legal Defence Expenses:	\$50,000
Lot owners fixtures and Improvements (Per Lot)	\$250,000
Flood Cover:	Included
Machinery Breakdown	\$100,000

The chairperson noted to owners that Concord did not receive any commission, commission paid by the insurance provider is reimbursed back to the owners, this shows as a credit in Insurance Ledger.

Reimbursement of \$5,189.65 was back to into the owners corporation bank account 19th September 2023

Member were reminded that Owners Corporation insurance **does not** cover contents or owners chattels including carpets and floating floor boards inside the units. Each owner should have contents Insurance which includes personal Public Liability, landlords are advised to have Landlords Contents cover.

8. ESSENTIAL SAFETY MEASURES:

It was **resolved** the engagement Linkfire Pty Ltd the appropriate contractor to ensure compliance.

Owners, please ensure that your internal Smoke Alarms are checked each year.

9. MAINTENANCE PLAN REPORT

It was **discussed and resolved** that the current forecast was not sufficient for the ageing building and upcoming future maintenance. It was noted by chairperson that the completed Mabi Maintenance Forecast Report that we should have a balance of \$55,583.00, currently the owner's corporation has a balance of \$19,877.22.

Owners **resolved** to bring up the contributions to \$15,000.00, and not Mabi's recommendation of \$20,374.00 due to the current high inflation rate of living.

Owners **resolved** to add to the agenda in 2024, a cost to complete a new maintenance forecast report and complete due to the increase cost of supplier's charges and materials. Chairperson will get quotes for the new report and propose in the budget 2024.

10. REVIEW OCCUPATIONAL HEALTH & SAFETY (OH&S) REQUIREMENTS:

Minutes: The chairperson brought up the items below of the importance of health & Safety at the property. It was also noted that it's a possibility if there was a claim and it was reported by Linkfire or Fire Brigade that there was storage of items other than vehicles they could reject the claim.

Just a reminder of the below:

- No storage of items on common property this includes basement garage, walkways.
- A clearance of 500mm from ceiling in Storage Cages, sprinklers need to be unobstructed.

Attending owners mentioned that they picked up dog droppings in the carpark, please if your dog has an accident, please pick up them. Or urinates on common property clean it up. Please respect the owners of this establishment's property.

Attending owners mentioned that there is a caravan parked on the left on street and is obscuring the vision of cars coming from beach end, when they are exiting the basement carpark. Can the owner caravan please move further down the road.

Chairperson noted that if it's not owned within the apartments and not moved within the week of minutes being received will contact the council to see whether they can locate the owner to have it moved.

Owners, please ensure your manager is advised of any items that you believe is a OH&S risk to all residents and email manager if you have concerns.

all owners please ensure this is passed onto all property managers to be passed onto tenants.

11. COMPLAINTS REPORT:

There was **NO** formal complaints recorded this financial year. The chairperson noted that emails have been received by multiple owners that there are dogs' barking from Units 2 & 3 from 6.30am, some owners mentioned that are working from home on virtual meetings and having trouble hearing.

Just reminder our consolidated rules have allowance of two pets per apartment. Attending owners have mentioned

that some properties have 3 pets. They have asked the chairperson to follow up with Kingston Council and investigate.

Kingston Council do have a cat curfew please see extract below:

Cat confinement

Kingston City Council requires all owners of cats to keep their cat/s securely confined to the owner’s property between sunset and sunrise. This was introduced in response to public consultation undertaken with the community regarding their concern about the negative environmental impact of cats on native animals and the nuisance value of wandering animals for neighbouring households.

12. COMMITTEE OF MANAGEMENT:

Owners Corporation Committee/Chairman and delegation of powers.

It was **resolved** to elect and confirm the following members to the Owners Corporation Committee:

<u>Unit:</u>	<u>Owners:</u>
4	Neville Smith
10	Toula Gerantidis
14	Patricia Dowman

It was **resolved** to Elect a Chairperson at the first Committee Meeting held after the Annual General Meeting as Chairperson of the Owners Corporation.

It was **resolved** to delegate all powers of the Owners Corporation under the Owners Corporation Act 2006 that may be delegated to the committee until the next Annual General Meeting.

13. GRIEVANCE COMMITTEE:

It was **resolved** that if required any grievance committee would be formed on an as-needs basis.

14. MANAGERS REPORT:

It was **resolved** to accept current Management Report as circulated and presented.

15. GENERAL BUSINESS:

GENERAL BUSINESS:

1. Shangri La Constructions Liquidation

As per email sent in May 2023 Shangri La are no longer trading, you will need to contact VMIA for domestic property insurance details on each apartment. As the manager and not being an owner at the property this needs to be completed by owners.

Website: <https://www.dbi.vmia.vic.gov.au/>

Minutes:

It was noted by chairperson and attending owner that the State Government are taking Shangri La constructions to court as they have registered another business name and trying to continue building.

The chairperson noted internal defects you will need to contact VMIA to see if the property had domestic insurance taken out on their property when built.

2. Security

There has been an increase of crime in the Chelsea, Edithvale, Bonbeach area that everyone should make sure the **front door remains locked at all times**, please do not open the door to strangers you do not know, do not ajar the door as you will be back shortly.

We had a incident where a owners door bell was alarmed and the person said they were from electricity company but could not show any identification.

Please ensure that any valuables are not left in the basement garage and ensure to not to store valuable items in your storage cages.

Please ensure that you when you enter or leave that you stay to watch the door close or open and that no one walks in after you that is not a resident.

Minutes:

The chairperson read the above statement and noted all owners to not ajar the door at front entrance, keep door closed to keep the apartments from unwanted visitors' guests.

3. Basement Garage Storage:

Just a reminder that carparks are only for vehicles and not for storage of items, please be aware that if we had a incident in the garage it may affect an insurance claim on the building as per our essential service providers this is a noncompliance, also becomes a health and safety issue on common property.

Common Property is all the space excluding car parks are common and not for storage for individual owners.

Minutes:

The above information was read by the Chairperson and noted the importance of not storing items on other than vehicles in car spaces or on common property.

Attending owner mentioned of wheelbarrow placed on the walkway from the lift. All items to be removed from these areas. It was noted the importance of keeping these area's clear, and the implications it could have on the Insurance if there was a claim, could be declined.

4. Visitor Carparking:

A reminder to all residents that carparks are for short term visitors only. They are not for your second vehicle. Residents are only to use the car spaces allocated to your apartment.

Minutes: The above information read out by chairperson to attending owners on the visitor car parks are not for your second or third vehicle. These spaces are for visitors only and short term.

5. RUBBISH BINS WASTE & COMMINGLE:

Over recent months one of the waste bins are disappearing after the bins has been emptied just a reminder the Kingston Council has allocated these bins to all residents of the property and not individuals. Please don't not take the bin onto your private property.

The rubbish room is not for residents to place your hard rubbish and expect someone else to dispose of. Please contact the Kingston Council to have removed.

Owners with tenants can you please ensure this passed onto your property managers.

Minutes:

Attending owners mentioned that resident in apartment 8 is still taking the red rubbish bin for his use in his property, chairperson to contact owner & property manager as they have been advised before bins are not for individual use only.

6. Breaching of Consolidated Rules:

As we have changes in ownership and changing of tenanted properties it is a great time to remind that all owners and residents of the property, they all need abide by these rules and ensure everyone enjoys the property. If you have a complaint, please as noted in the Complaints section to fill in the necessary form and return to your manager to address the issue, please do not directly go to the resident of the complaint. Alternatively, you must If you feel bullied by a resident then directly contact the Chelsea Police Station.

Attached to this AGM Minutes of **MUST READS:**

- **Consolidated Rules for Owners Corporation 714561C**
- **Pets Policy**
- **Bullying & Harassment Policy**

Owners with tenanted properties please ensure all documents are shared with your property managers to ensure they are forwarded onto the tenants.

Minutes

The chairperson received a email regarding ongoing issues at the property and asked the chairperson to mention at the meeting and document in the minutes. These items addressed are part of the buildings Consolidated Rules.

1. Behaviour: Reminder that all owners have the right to enjoy common property, reminder that noise coming from apartments can be heard in the hallway and may disturb to other owners, visitors, residents. Bullying, intimidation, and threats will not be tolerated.

The chairperson mentioned that any residents feel unsafe in their home or common property should call 000 and ask for the Police to attend.

Rubbish: All residents please do not leave full garbage bags on the floor of the bin room, bins on weekend are just a walk up the driveway on the nature strip. Please ensure any items that have an odour, please double bag.

Smoking & Drugs: Just a reminder that smoking or using drugs is forbidden in common property.

Pets: The owner's corporation has a pet's policy and pets' rule in the consolidated rules regarding the number of pets allowed on the property, the rule only allows 1 dog and or 1 cat on common property or lot without prior to consent from the owners corporation committee, then there will be terms of consent. Attending owners have advised of residents having 3 pets on the property. The chairperson will investigate those owners and update the committee of management, chairperson will also contact Kingston Council as they have a rule of how many pets for confined spaces.

Attending owners mentioned of continued noise from barking dogs from residents' apartments starting from 6.30am in the morning, this affects the comfort of adjoining apartments to these properties.

Just a reminder if a pet accidentally has an accident, please clean up after your pets, please don't leave for your neighbours or other occupants of the apartments to clean up.

7. CCTV System:

Discuss if owners want to implement CCTV at entry points of front entrance and garage door opening. Additional funds will be required as this has not been proposed in the Budget for 2023 to 2024.

Minutes:

Discussion amongst attending owners regarding installing a CCTV system at the property. It was mentioned by the chairperson that the same item was brought up back in 2016 but owners disagree in spending the funds. The increase in the crime in Chelsea and surrounding suburbs this is important that this is implemented. As the property doesn't have any common property NBN hook up that there are options of CCTV systems that don't need to be wired to the internet. One option another property of the manager is looking at link below.

This item will need to be a special levy to all owners to pay for this extra expense.

YouTube of the unit:

<https://www.youtube.com/watch?v=6707X9cxL0c>

https://ozsecuritycamerawarehouse.com.au/product/4g-ptz-solar-security-camera-24-7-recording/?utm_source=Google%20Shopping&utm_campaign=Google%20Shopping%20&utm_medium=cpc&utm_term=1355&gad=1&gclid=Cj0KCQjwwvilBhCFARIsADvYi7JYIDBCbr8TznjXlwlwVb4lAkgIUxoZswce-mKEotQAWDceLTZ7bwaAm7VEALw_wcB

This will be sent through to committee of management to make a decision. A SIM card will be required for the unit.

8. Abandoned Property 12 Maury Road Chelsea.

Minutes: Attending owners discussed the abandoned property at number 12. The issue of this property has been ongoing since 2016. The manager has contacted the Kingston Council on this property and last discussion they would mention was Kingston Council was taking the owner to court. The Manager contacted Kingston Council for further information and was told that the council have a Freedom of information made available for a fee to the owner's corporation to get further information. Attending owners wish not pay for further information.'

The chairperson mentioned that all owners to email Kingston Council of the unsafe property and the home to snakes and rats is concerning to the property owners and residents in adjoining properties to 12 Maury Road Chelsea.

Please send your concerns of 12 Maury Road Chelsea 3196 to email:

info@kingston.vic.gov.au

Subject: BUILDING DEPARTMENT 12 MAURY ROAD CHELSEA 3196

NO FURTHER BUSINESS MEETING CLOSED AT: 7.35pm



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0013458
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	14/08/2023 to 14/08/2024 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 714561C
Situation	8 MAURY ROAD CHELSEA VIC 3196

Policies Selected

Policy 1 – Insured Property

Building: \$8,902,692
Common Area Contents: \$22,947
Loss of Rent & Temporary Accommodation (total payable): \$1,335,403

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

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

Policy 4 – Workers Compensation

Not Available

Policy 5 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 6 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 7 – Machinery Breakdown

Sum Insured: \$100,000

Policy 8 – Catastrophe Insurance

Not Selected

Policy 9 – Government Audit Costs and Legal Expenses



Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000

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

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

10/08/2023

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

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

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

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 and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

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

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

7. Dispute resolution

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

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

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

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

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

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

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

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



Concord Owners Corporation Management
ABN: 91 814 020 949 BLA REGISTRATION 001081
PO Box 181, Chelsea 3196
Mobile: 0457 315 124
E: admin@concordocmanagement.com.au

Owners Corporation Plan Number 714561C – 8 Maury Road, Chelsea VIC 3196
CONSOLIDATED RULES
In addition to the Model Rules

These additional rules will apply to all members of the Owners Corporation. Any rules in the model rules set out on Schedule 2 of the Owners Corporation Regulations 2001 (Vic) ("Model Rules") that are not covered by these additional rules will also apply to the Owners Corporation.

These rules must be read in conjunction with the Owners Corporation Regulations 2007 (Vic) or such other regulations made from time to time under the Owners Corporation Act 2006 (Vic) or the Subdivision Act 1988 (Vic).

It is each member's legal responsibility to inform any occupier of the member's lot of the Model Rules and these additional rules.

At any and all places in these rules where it refers to the Owners Corporation it may also mean a Committee of Management or a Managing Agent that have been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of the rules contained herein.

Wherever consent is required for the doing of an act or thing, then such provision shall be deemed to be subject to a proviso to the effect that such consent shall not be unreasonably withheld and to a further proviso that such consent shall not be given if the use or enjoyment of any other Member or occupant of his Lot of the Common Property would be unreasonably prejudiced or affected thereby.

Interpretation / Definitions

"Act" means Owners Corporation Act 2006.

"Building" means all and any buildings, structures or improvements comprised in the Development.

"Common Property" means any common property described on the Plan of Subdivision or any common areas in the Development.

"Development" means all the land and improvements comprised in the Plan of Subdivision No 714561C and known as 8 Maury Road, Chelsea VIC 3196.

"Developer" means the person, persons, entity or entity's and/or its agents, that own the land and any buildings that are constructed thereon immediately prior to the registration of the Plan of Subdivision with the Land Titles office and is the subsequent owner of a lot or lots on the plan.

"Lot or Lots" means a lot or lots on the Plan of Subdivision.

"Member" means an owner of a Lot on the Plan of Subdivision.

"Occupier" means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a Member or tenant.

"Owners Corporation" means Owners Corporation Plan of Subdivision 714561C.

"Plan of Subdivision" means Plan of Subdivision Number 714561C.

"Regulations" means the Owners Corporations Regulations.

1. BEHAVIOUR

- 1.1 A Member or occupier of a Lot when on common property or in 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 Member or occupier of another Lot or to any person lawfully using common property.
- 1.2 A Member or occupier of a Lot must not:
 - 1.2.1 Create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Member or occupier of another Lot or of any person lawfully using common property;
 - 1.2.2 Obstruct the lawful use of common property by any person;
 - 1.2.3 Permit the lot to be used nor use the lot themselves as a commercial or retail outlet;
 - 1.2.4 Use or allow the use of a hammer, drills, jack hammers or similar devices on a Lot between the hours of 4:00pm to 9:00am except with the prior written approval of the Manager and subject to any legally permitted times;
 - 1.2.5 Permit persons under his or her control to consume alcohol, illegal substances or take glassware or food / liquids onto the common property;
 - 1.2.6 Dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property and in and around buildings and car park areas;
 - 1.2.7 Permit any children under the control of that Member or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children;
 - 1.2.8 Permit any persons under the control of that person to use and / or park on common property any skateboard, roller skates, scooters or roller blades and no bicycles may be ridden, used or parked in common areas.

2. SERVICES

- 2.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Member or occupier of a Lot must not do anything or permit anything to be done on or in relation to the Lot or the common property so that:
 - 2.1.1 The structural integrity of any part of the common property is impaired; or
 - 2.1.2 The provision of services through the Lot or the common property is interfered with in any way; or
 - 2.1.3 Any support or shelter provided by the Lot or the common property for any other Lot or common property is interfered with;

3. MOVING

- 3.1 A Member or occupier of a Lot must not move in or out without notifying the Owners Corporation manager at least 48 hours prior to the proposed move and without receiving prior approval in writing from the Owners Corporation manager for the day and time of the proposed move. The Member or occupier of a Lot must ensure that all moving in and moving out policy determined by the Owners Corporation from time to time are complied with at all times.
- 3.2 A Member or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the manager at least 48 hours prior to the proposed move so that the Elevator Protective Blankets can be installed in the lifts.

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- 3.3 A Member or occupier of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager (provided that the Manager shall not be liable for any loss or damage).
 - 3.4 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the manager and the Member or occupier of the Lot will inspect the common property through which such an article is to be moved to agree and sign off its state of repair. The Member or occupier of the Lot will be liable for any damage caused to the common property arising from the movement of the article.
 - 3.5 A Member or occupier of a Lot may not under any circumstances store any article of furniture or any other article in the common property i.e. Common Entry, Common Hallway, Fire Door, Service Cabinets or Common Thoroughfare.

4. INTERFERENCE

- 4.1 A Member or occupier of a Lot must not:
 - 4.1.1 Without the written authority of the Owners Corporation or its Manager, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the common property.
 - 4.1.2 Without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
 - 4.1.3 Enter any plant room without the prior written consent of the Owners Corporation.
 - 4.1.4 Modify any intercom, television aerial or communications system (except telephone connection) servicing that Lot without the prior written consent of the Owners Corporation.
 - 4.1.5 Install nor permit the installation of covering to any storage area other than as permitted by the Owners Corporation. (Samples available upon request)
 - 4.1.6 Replace or use any floor coverings which will create undue noise to adjoining Members or occupiers or those underneath the Lot the installation of floor tiles to bedrooms and other areas which may cause noise to lots underneath.
 - 4.1.7 Not 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.
 - 4.1.8 Interfere with or obstruct the Manager from performing its duties from time to time.

5. DAMAGE AND REPAIRS

- 5.1 A Member or occupier of a Lot shall not mark, paint or otherwise damage or deface any part of the common property.
- 5.2 A Member or occupier of a Lot must not breach the fire regulations by installing unapproved dead locks or peep holes or do anything that would or could void or prejudice the Owners Corporation insurance policy.
- 5.3 A Member or occupier of a Lot must promptly repair and maintain the interior and exterior of their Lot.
- 5.4 Liability is specially imposed on Members and occupiers of a Lot for damage to common property arising out of negligence of a licensee or invitee who caused damage.
- 5.5 The costs of a false alarm call out by any authority or specialist contractor or the attendance to the property by any person or company to address any events arising from a false alarm call out are considered as 'damage' which the Owners Corporation can pursue from Members and occupiers of a Lot.

6. DEFECTS

A Member or occupier of a Lot must immediately notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any property of the Owners Corporation.

7. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL/FIRE/SAFETY

- 7.1 The Owners Corporation may take measures to ensure the security, and to preserve the safety of the common property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may:-
- 7.1.1 Close off any part of the common property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Members or occupiers of a Lot of any part of the common property;
 - 7.1.2 Permit, to the exclusion of Members and occupiers of a Lot, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
 - 7.1.3 Restrict by means of key or other security device the access of the Members or occupiers of a Lot of one or more levels of the Lots to any other level of the Lots or to common property or any part of the land in the Plan; and
 - 7.1.4 Restrict or close off permanently or from time to time by any means access between common property in the Owners Corporation to another.
- 7.2 A Member and occupier of a Lot must comply with all directions and rules of the Owners Corporation in relation to precautions against fire and other emergencies.
- 7.3 A Member must not, and must ensure that the occupier of a Lot does not:
- 7.3.1 Access or use the roof of the building without the written consent of the Owners Corporation, and
 - 7.3.2 Prevent or object to any person authorised by the Owners Corporation to access the roof of the Building for maintenance purposes.
- 7.4 For the purposes of the common areas for all Owners Corporations in the Plan, all newly purchased upholstered furnishings, mattresses, curtains and the like that are located in public corridors of residential areas should be flame-retardant or treated with flame-retardant to minimise the risk of ignition. Carpets must be selected with low flammability and flame spread and non-combustible wall and ceiling linings.
- 7.5 Members and occupiers of a Lot will allow periodic testing and maintenance of all fire systems and must comply with all fire safety and prevention laws and regulations including the building regulations that relate to fire, fire prevention and systems. As much as possible, fire systems (i.e. sprinklers, detection equipment, exhausts, emergency lighting etc.) must be as fully operational as possible during any works such as fit out and reinstatement must take place to ensure systems are operative as far as possible at the end of each day.
- 7.5.1 Any costs associated with attendance by specialist personnel to activate or de-activate or isolate or re-instate fire systems as a result of a requirement of a Member or occupier of a Lot seeking to renovate or modify their Lot will be at the cost of the Lot so requesting the de-activation or isolation of a particular element of a fire system.
- 7.6 A Member and occupier of a Lot must partake in evacuation drills as and when directed by the Owners Corporation or the Manager.

8. STORAGE OF CHEMICALS

A Member or occupier of a Lot must not except with the prior written consent of the Owners Corporation and at their own risk, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquid, gasses or other material use or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle.

9. INSURANCE

9.1 A Member or occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

9.2 In the event of a claim on the Owners Corporation Insurance Policy, the Lot that is identified as being responsible for causing the claimable event that initiated the claim will be responsible for paying the insurance excess.

9.3 Where the event is identified as emanating from or associated with the common property, the Owners Corporation will be responsible for paying the Insurance Excess.

9.4 The Owners Corporation will issue a work order to a Sworn Valuer every three (3) years for the express purpose of providing a valuation of the property for Insurance Purposes and the Manager is instructed to advise the underwriter of the new valuation by providing a copy of the valuation to the underwriter and will cause the have the policy endorsed immediately for the amount provided in the valuation.

10. SECURITY AND SECURITY KEYS

10.1 A Member or occupier of the Lot or persons thereon from time to time 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.

10.2 The Owners Corporation may charge a reasonable fee for any additional Security Key / FOB and/or Remote required/requested by a Member, a Members agent or a Members tenant.

10.3 A Member must exercise a high degree of caution and responsibility in making available for use by any occupier of a Lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or license of a Lot to the occupier to ensure the return of the Security Key / FOB and or Remote to the Member of the Owners Corporation.

10.4 A Member or occupier of a Lot in possession of a Security Key / FOB and/or Remote must not without written consent from the Owners Corporation duplicate the Security Key / FOB and/or Remote or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key / FOB and/or Remote is not lost or handed to any person other than another Member or occupier and is not disposed of otherwise than by returning it to the Manager of the Owners Corporation.

10.5 A Member or occupier of a Lot must promptly notify the Owners Corporation if a Security Key / FOB and/or Remote issued to him is lost or destroyed. A Member or occupier of the Lot must pay the costs of the replacement of the Security Key / FOB and/or Remote and re-keying or programing of the building or recoding whichever is applicable.

10.6 All doors and windows must be securely fastened when the Lot is unoccupied.

11. CLEANING

A Member or occupier of a Lot must keep their Lot including balcony or veranda areas clean and in good repair.

12. SIGNS, BLINDS AND AWNINGS

12.1 A Member or occupier of a Lot must not:

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- 12.1.1 Without the prior written consent of the Owners Corporation erect or affix any sign or notice to any part of the common property or Lot unless first approved by the Owners Corporation provided that this rule does not apply to the Developer or a licensee of the Developer if the Developer has signage rights.
- 12.1.2 Without the prior written consent of the Owners Corporation install or permit the installation of any window coverings that are viewable from outside the building that are not a shade of white / off white.
- 12.1.3 Without the prior written consent of the Owners Corporation install or permit the installation of any awnings.
- 12.2 Without the prior written consent of the Owner Corporation a Member or occupier of a Lot must not allow the erection of any for sale or for lease, for license or sub-lease boards or signs of any description on the common property of Lot provided that this rule does not apply to the Developer.
- 12.3 Without the prior written consent of the Owners Corporation in addition to Rule 12.2, a Member must not allow for the erection of any for sale or for lease signs or boards on the common property or Lot for such a sign or board to be visible from the exterior of the Member's Lot.
- 12.4 No signage other than that approved by the Owners Corporation is permitted to be attached to common property, including For Lease, For Sale or other like advertising.
- 12.5 Members wishing to erect signage or wishing to instruct others to erect signage, must first obtain written approval from the Owners Corporation and where approval is given, complete and lodge the appropriate 'Board Permission' with the Manager and comply with all of the requirements therein.
- 12.6 A Member must not fail to advise any Real Estate Agent (or similar) acting on their authority that:
- 12.6.1 Permission must be sought in writing from and if permission is given must be provided in writing by the Owners Corporation Manager before erecting any "For Sale" or "For Lease" board.
 - 12.6.2 Failure to seek and receive the appropriate permission will result in the signage being removed from the property by the Owners Corporation and the costs charged to the Member.
 - 12.6.3 Any "For Sale" or "For Lease" board must be removed within forty-eight (48) hours of the signing of a lease or sale agreement or as soon as requested to do so after they have been in situ for two (2) months.
 - 12.6.4 No "For Sale" or "For Lease" board is to be attached to any fence, building or other structure;
 - 12.6.5 No common property power is to be used in conjunction with any "For Sale" or "For Lease" board.
 - 12.6.6 Any permits required for the erection of signage or the display of signage are the responsibility of the Member or the Member's agent and are to be provided to the Owners Corporation Manager on request;
 - 12.6.7 The cost of obtaining such permit/s is entirely a cost of the Member or their Agent.
 - 12.6.8 No damage is to be caused to the common property.
- 13. APPEARANCE / PAINTING / FINISHES**
- 13.1 Without limiting any other of these rules, a Member or occupier of a Lot must not without prior written consent of the Owners Corporation, which consent may be refused:
- 13.1.1 Maintain inside the Lot anything visible from outside the Lot that when viewed from the outside of the Lot is not in keeping with the rest of the Building;

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- 13.1.2 Install bars, screens or grills or other safety devices to the exterior of any windows or doors of a Lot;
 - 13.1.3 Operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the common property, another Lot or another part of the Building;
 - 13.1.4 Attach to or hang from the exterior of the Lot any aerial, CCTV camera or any other type of security device or wires;
 - 13.1.5 Install or operate any intruder alarm which emits an audible signal;
 - 13.1.6 Place, display or hang and chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property that is visible from the exterior of the Building;
 - 13.1.7 Allow any glazed portions of the Lot or the common property that surrounds the Lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will detrimentally change;
 - 13.1.8 Install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building;
 - 13.1.9 Install any air conditioning or heating unit in a Lot other than in a place nominated by the Owners Corporation and in keeping (as determined by the Owners Corporation) with the original design for the air conditioning services and plant in the Building;
 - 13.1.10 Install any pipes, wiring, cables or the like to the external face of the Building or on common area unless approved or granted a license by the Owners Corporation or Manager;
 - 13.1.11 A Member or occupier of a Lot must not install, leave or place on any terrace, veranda or balcony any item which may cause nuisance or which can be seen from common property, another Lot, by the general public from street level unless approval is obtained from the Manager and Lot owners that can see the item and the appearance is with the keeping of the general high quality building appearance.
 - 13.2 A Member or occupier of a Lot must not paint, finish or otherwise alter the external façade of the Building, any veranda or external area to a Lot or any improvement forming part of the common property.
 - 13.3 A Member may change their windows to double glazing as long as it does not affect the visual appearance of the building.
- 14. RUBBISH**
- 14.1 A Member or occupier of a Lot must not deposit, store or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
 - 14.2 A Member or occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
 - 14.2.1 Recyclable items, without limitation, paper, cardboard, plastics and glass as from time to time nominated by the Owners Corporation must be deposited in the recycling bins situated on the common property;
 - 14.2.2 All cardboard boxes and packaging must be broken down and deposited in the recycling bins situated on the common property;
 - 14.2.3 Glass items must be completely drained, cleaned and deposited in unbroken condition and be deposited in the recycling bins situated on the common property; and
 - 14.2.4 All other garbage must be drained and securely wrapped in small parcels deposited in the garbage bins situated on the common property.

15. OWNERS CORPORARTION CONSENT

A consent given by the Owners Corporation under these rules will be at the discretion of the Owners Corporation, can be revocable and may be given subject to conditions including (without limitation), a condition evidenced by a minute of a resolution that the Member or occupier for the time being of the Lot to which the consent or approval related is responsible for compliance with the terms of the consent.

16. COMPLAINTS AND COMMUNICATIONS

Any complaint or application to the Owners Corporation must be addressed in writing to the Manager, or where there is no Manager, to the Secretary of the Owners Corporation.

17. COMPLIANCE

17.1 A Member or occupier of a Lot must take all reasonable steps to ensure invitees of the Member or occupier comply with these rules and in default take all reasonable steps to ensure that their invitee leave the Building.

17.2 A Member or occupier of a Lot which is the subject of a lease or license agreement must take all reasonable steps, including any action available under the lease or license agreement, to ensure that any lessee or licensee of the Lot any invitee of that lessee or licensee comply with these rules.

17.3 A Member or occupier of a Lot must at the Member's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any government authority.

17.4 A Member or occupier of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the Lots and common property or which may cause a nuisance or hazard to any other Member or occupier of a Lot or their representative.

18. BUILDING AND CONSTRUCTION

18.1 A Member or occupier of a Lot must not, unless it is the Developer, undertake any building works within or about or relating to an Owners Corporation Member's Lot except in accordance with the following requirements:

18.1.1 Such building works may only 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 secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any condition thereof; and

18.1.2 The Member or occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimize any nuisance annoyance disturbance and inconvenience from building operations to other Members and occupiers;

18.2 The Member or occupier of a Lot must not proceed with any such works until the Member or occupier:

18.2.1 Submits to the Owners Corporation plans and specifications of any works proposed by the Member or occupier of a Lot which affect the external appearance of the building or any of the common property or which affect the building structure or services of the fire or acoustic ratings of any component of the building; and

18.2.2 Supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetics and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and

18.2.3 Receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of building consultants engaged by the Owners Corporation to consider such plans and specifications) by the Member or occupier and such approval shall not be effective until such costs have been paid; and

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- 18.2.4 Pays such reasonable costs to the Owners Corporation for such application.
- 18.3 The Member or occupier of a Lot must ensure that the Member or occupier and the Member or occupier's servants agents and contractors undertaking such 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, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimize any damage to or dirtying of the common property and the services therein.
- 18.4 Without limiting the generality of the above sub-paragraph the Member or occupier of a Lot must ensure that the Member or occupier and the Member or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 18.4.1 Building materials must not be stacked or stored in the front entrance, fire stairs, service cupboards or common area's of the Building;
- 18.4.2 Scaffolding must not be erected on the common property or the exterior of the Building;
- 18.4.3 Construction work must comply with all laws of the relevant statutory authorities;
- 18.4.4 The exterior and common property of the Building must at all times be maintained in a clean, tidy and safe state; and
- 18.4.5 Construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- 18.5 Before any of the Member or occupier's works commences the Member or occupier of a Lot must:
- 18.5.1 Cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy (i.e. Public Liability, Professional Indemnity, Contract Works) to the satisfaction of the Owners Corporation; and
- 18.5.2 Deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation
- 18.5.3 The Owners Corporation to provide formal notice allowing the works to proceed.
- 18.6 Access shall not be available to other Lots on the plan for the installation and maintenance of services and associated building works without the consent or license of the owner of the relevant Lot or of the Owners Corporation in the case of common property.
- 18.7 The Member or occupier of a Lot shall immediately make good all damages to and dirtying of the building, the common property, the services thereto or therein or any fixtures, fitting or finishes thereof or therein which are caused by such works and if the Member or occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Member or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the Member or occupier of a Lot shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.
- 18.8 The Member or occupier of a Lot must forthwith and within 7 days make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fitting and finishes resulting from such works and must (at the Owners Corporation's election) reimburse the Owners Corporation for the cost incurred or to be incurred by the Owners Corporation in making good any such damage;

18.9 The rules in the clause 18 do not apply to the developer.

19. SERVICES

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage or repairs shall be upon demand borne by the Member or occupier of a Lot causing the damage or blockage.

20. ACCESS

20.1 Except in the case of an emergency (in which case no notice shall be required) upon two (2) days' notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Member in cases where such leakage or defect is due to any act or default of the said Member or of his or her invitees). The Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Member or occupier of a Lot as is reasonable in the circumstances.

20.2 The Owners Corporation is authorised to commence legal proceedings in VCAT or any court of competent jurisdiction against a Member or occupier of a Lot in urgent or "emergency" situations (as defined in the Act), where such action is to be determined by resolution of the Owners Corporation.

20.3 The Member and or occupier of a Lot or tenant agree immediately in the case of an emergency or otherwise on seven (7) days' notice to provide unconditional access to the Lot or over the Lot for the purposes of repairs and maintenance of the building and for service providers.

20.4 For the purposes of any window cleaning in the building, the Members of all Lots will provide access on seven (7) days' notice to enable window cleaners to attach ropes and clean the windows of the building. Such access will be supervised by the Manager.

20.5 If access is not provided by these times, on a further written notice being provided, the Manager may obtain access pursuant to these provisions without liability and obtaining such access for the purposes of this clause is not a trespass nor does it give rise to any civil action.

21. BREACH OF RULES

21.1 Any breach of a rule or regulation will entitle the Owners Corporation to issue proceedings and / or impose such fine or penalty as they deem appropriate from time to time as is advised to Members and occupiers of a Lot.

21.2 The Member or occupier of a Lot shall on demand compensate the Owners Corporation in full in respect of any damage to the common property or property of the Owners Corporation caused by that Member or occupier of a Lot or their respective tenants, licensees or invitees.

21.3 The Member or occupier of a Lot shall on demand pay all costs including legal costs of the Owners Corporation incurred by the Owners Corporation as a result of any break of any rule.

21.4 The Member or occupier of a Lot shall (jointly and severally) indemnify and hold harmless the Owner Corporation in relation to all or any costs, expenses, actions, liabilities and / or damages that the Owners Corporation may suffer, sustain or incur as a result of any breach by the Member or occupier of a Lot (or any of their agents, contractors, invitees and workers) of these rules. The indemnity or release will not merge or terminate as a result of a Member not owning any particular Lot anymore or an occupier not occupying any Lot anymore.

22. SMOKING AND DRUGS

22.1 There shall be no smoking allowed in, on or around common areas including without limitation stairwells and rooftops and in and around the building, save that smoking is permitted on balconies and verandas provided it does not cause a nuisance to other occupiers of the Buildings.

22.2 Illicit or illegal drugs are not permitted on the property at any time.

23. OWNERS CORPORATION ADDITIONAL POWERS

Subject to the relevant legislation, the Owners Corporation (or its predecessor) may together with the Developer or others grant or enter into agreements, licenses, leases or easements ('the agreement') in relation to any common areas in any part of the Building. To the extent of any inconsistency between the Additional Rules and the agreement, the agreement shall prevail.

24. CARP PARKS & STORAGE LOTS

24.1 CAR STACKERS

24.1.1 A Member or occupier of a Lot must only park in their allocated car stacker space;

24.1.2 All Members and/or occupiers of Lots must participate in an induction training session prior to using the Car Stacker;

24.1.3 The Owners Corporation will engage a contractor to carry out preventative maintenance program. The maintenance program will include 2 service calls per year and the cost of the preventative maintenance contract will be covered by the Owners Corporation. Costs associated with the provision of parts and labour to repair any particular stacker will be borne by the Member's that enjoys sole use of that stacker.

24.2 CLEANING OF CAR PARK AND STORAGE LOTS

24.2.1 A Member or occupier of a Lot must keep the car park and storage Lot clean and in good repair and free of oil, dirt or otherwise ensure its car parking space(s) and nearby property are free of oil and like substances. The Owners Corporation reserves the right to clean any common property near his or her car space or storage Lot which is stained by oil, petrol or a like substance and charge that Member or occupier for the cost. The Owners Corporation will give fourteen (14) days' notice of its intention to do such cleaning.

24.2.2 Upon the request of the Owners Corporation or Manager, a Member or occupier of a Lot must provide the Owners Corporation the name, mark and registration of each car owned or regularly used by a Member or occupier of a Lot.

24.2.3 A Member or occupier of a Lot must not Park in any car park or building not designated to them.

24.2.4 A Member or occupier of a Lot acknowledges that they park their car in the car park, common area or building at their own risk and the Owners Corporation and Manager takes no responsibility in respect of same.

24.2.5 A Member or occupier of a Lot must not wash service or repair vehicles in the car park or common area.

24.3 STORAGE CAGES

24.3.1 The care and maintenance of the storage cages are the responsibility of each individual Member.

24.3.2 The storage cages must be maintained in a neat, clean and usable state at all times.

24.3.3 No changes to the design or colour of the storage cages are permitted.

24.3.4 A Member or occupier of a Lot acknowledges that they use their storage cage at their own risk and the Owners Corporation and Manager takes no responsibility in respect of same.

25. RUBBISH & STORAGE IN CAR PARK LOTS

25.1 A Member or occupier of a Lot must not keep or store or deposit garbage, bottles, newspapers or rubbish or any articles or items on or in a car park Lot or throw garbage onto the common property except into a receptacle or are specifically provided for that purpose.

25.2 No storage in a car park Lot is allowed except with the Owners Corporation's prior written consent.

26. VEHICLES, VISITOR CAR PARKING AND BICYCLES

- 26.1 A Member or occupier of a Lot must not park or leave a vehicle on common property so as to obstruct any driveway or entrance to a Lot, or in any place other than in parking areas specified by the Owners Corporation from time to time and must observe any parking directions given orally or published by the Manager from time to time in respect of parking.
- 26.2 A Member or occupier of a Lot must not park or permit to be parked any vehicle, trailer or motorcycle other than within the Lot or parking spaces designated by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicles, trailers and motorcycles.
- 26.3 A Member or occupier of a Lot must not permit anyone to park in a space allocated for visitors parking where provided where the purpose of the visit is to attend a property other than at the Building.
- 26.4 A Member or occupier of a Lot must not permit a visitor of their Lot to use those spaces allocated for visitors parking where provided for more than 24 hours without prior permission from the Owner Corporation of the Manager.
- 26.5 A Member or occupier of a Lot must not park within those allocated spaces for visitors parking (where provided).
- 26.6 A Member or occupier of a Lot must not:
- 26.6.1 Permit any bicycle to be brought into a Lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation or its Manager from time to time;
 - 26.6.2 Permit any bicycle to be stored other than in the area (if any) of the common property that may be designated by the Owners Corporation or its Manager for such purpose and fitted with bicycle racks from time to time;
 - 26.6.3 Drive at a speed limit over 5km/h; and
 - 26.6.4 Park more than one car in one car parking Space or Lot.

27. SIGNS ON OR IN CAR PARK LOTS

A Member or occupier of a Lot must not allow the erection of any car park signage.

28. INDEMNITY

The Member indemnifies and releases the Owners Corporation and Manager from all claims, costs, damages, actions and expenses as a result of a breach of these Owners Corporation rules.

29. MAIL / NEWSPAPER DELIVERY

The Members must keep clear on each and every day any mail receiving box and or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material or any other objects whatsoever whether solicited or not, and must arrange for all such required clearance by other persons should A Member or the occupier of a Member's Lot be absent for any reason for any period of more than one (1) day notwithstanding that this requirement may be waived entirely or otherwise amended by the Owners Corporation provided that any such waiver or amendment is obtained for the Owners Corporation in writing not less than seven (7) days prior to date or dates for which such waiver is required.

30. OWNERS CORPORATION COMMITTEE

The Owners Corporation may, subject to the Owners Corporation legislation, appoint a committee of Owners Corporation Members to act on its behalf for such waiver is required.

31. RATES AND TAXES / NOTIFICATION ON SALE

Each Member shall;

31.1 Promptly pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of his / her Lot and all Owners Corporation fees and levies from time to time; and

31.2 Notify the Owners Corporation immediately of any changes of ownership or occupancy of his / her Lot.

32. ACCESS

The Owners Corporation and Manager have the right to close, lock off or otherwise control the common areas or any part thereof to prevent undesirable persons from entering.

33. LIFTS

33.1 The Owners Corporation Manager is delegated the power to enter into maintenance contracts for the regular servicing and maintenance of the lifts.

33.2 A Member or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction into the lift without first notifying the Manager in sufficient time so that Elevator Protection Blankets can be installed in the lifts.

33.3 The Member or occupier of the Lot will be liable for any damage caused to the Lift arising from the movement of any article of furniture or any other article likely to cause damage or destruction.

34. SHORT TERM LETTING & USE OF LOTS

34.1 A Member or occupier of a Lot or agent of an owner or occupier of a Lot must not lease, sublease, license, rent, hire or otherwise deal with a Lot, or permit it to be leased, subleased, licensed, rented, hired or otherwise dealt with, for a period of time less than 90 (ninety) calendar days.

34.2 No Lot or Lots are to be leased, subleased, licensed, rented, hired or otherwise dealt with to any person or entity that has the intention to use the Lot in connection with a business, trade or commercial operation and more specifically a commercial operation that derives its revenue from short term letting of residential premises.

35. PETS

The Member or occupier of a Lot may keep domestic pets in the Lot subject to the following:-

35.1 Each animal is a domesticated pet;

35.2 Keep, mind or allow any more than one (1) dog and/or one (1) cat on the common property or Lot without the prior written consent of the Owners Corporation or the Owners Corporation committee and then only upon the terms of such consent.

35.3 Any pet or domestic animal does not adversely affect the health, hygiene or comfort of the occupiers or users of other Lots;

35.4 Each pet or visitors pet is not unleashed or allowed to roam freely while on the common property area or on/in any common property facilities;

35.5 Each pet or visitors pet is not left, tied up or unattended in or on any common property (including within a vehicle) at any time;

35.6 That each pet is kept clean, quiet and controlled at all times;

35.7 A Member or occupier or a visitor to an owner or occupier must make their best endeavours to ensure that any animal belonging to them or in their care does not urinate or defecate on common property or in common property facilities including internal courtyards;

35.8 A Member or occupier keeping, minding or allowing a domestic animal on the common property must ensure that all excrement caused/created by the animal on common property is promptly collected and disposed of in an appropriate manner in a receptacle used for the removal of rubbish;

- 35.9 A Member or occupier must not allow any animal excrement or animal debris to build up, run-off or affect in any unclear, unsafe or unhygienic manner any common property, any other Lot or any part thereof;
- 35.10A Member or occupier must not keep any animal on any balcony except when accompanied by the occupier and only then in a manner that does not cause a nuisance to any other occupier;
- 35.11 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;
- 35.12 An owner or occupier of a Lot who is keeping an animal that is subject of a notice under sub-rule 36.12 must remove that animal.

Sub-rule 36.11 and 36.12 do not apply to an animal that assists a person with an impairment or disability.

36. CONTACT DETAILS

All Members must advise the Manager of:

- A local Australian business hours telephone number
- A local Australian after hours telephone number
- A local Australian address; for
 - The Member; and
 - The occupier of the Member's Lot (if applicable);

And must promptly advise the Manager of any change in their address or telephone number.

37. MEETINGS OF OWNERS CORPORATION

37.1 A Member must not, and must ensure that the occupier of a Lot does not:

- 37.1.1 Cause any interference, disruption or nuisance at any meetings of the Owners Corporation;
- 37.1.2 Raise any issues which are not related to the common property or the general maintenance and upkeep of the Development as a whole;
- 37.1.3 A Member does not, and must ensure that the occupier of a Lot does not raise any issues pertaining to the Member's Lot at the meetings of the Owners Corporation.

38. INTEREST

The Owners Corporation will charge interest on money owed by a Member to the Owners Corporation 28 days after the due date for all fees and charges that are outstanding in excess of an amount of \$100.00 set under Part 3, Section 29 (1) and (2) of the Owners Corporation Act 2006. The rate of interest is fixed under the Penalty Interest Rates Act 1983 or any Act which supersedes this Act, such interest will be applied from the due date on the full amount outstanding.

The Manager is delegated the authority to allow the remission of interest where it considers it appropriate to do so without the need to report to the AGM in regard to such remission.

39. LEGAL ACTION FOR THE RECOVERY OF FEES, LEVIES, COSTS AND CHARGES

39.1 The Manager is authorised to initiate legal action in the Magistrates Court or any other court of competent jurisdiction, to recover, as a debt to from the person or persons in default or breach, the fees, levies and associated costs, charges and other expenses incurred by the Owners Corporation (but excluding the personal time cost of any person acting in an honorary capacity including the Chairperson, Secretary or committee member of the Owners Corporation) arising out of any default or breach, by any Lot owner, or occupier of a Lot, of any obligation under the Owners Corporation Act 2006 and Regulations or the Rules of the Owners Corporation.

39.2 A Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to the Owners Corporation Manager, legal practitioners and mercantile agencies in

recovering or attempting to recover monies outstanding from that Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owners Corporation Act 2006, Regulations or Rules of the Owners Corporation.

- 39.3 A Fee Reminder Notice will be issued to Member accompanied by a fee which is to be charged to Member in arrears more than 7 days after the due date.
The amount of the fee will be derived from the Schedule of Fees contained in the Contract of Appointment which will be amended as per the mechanisms contained in the Contract of Appointment.
- 39.4 A Final Fee Notice will be issued to the Member in arrears more than 28 days after the due date.
The amount of the fee will be derived from the Schedule of Fees contained in the Contract of Appointment which will be amended as per the mechanisms contained in the Contract of Appointment.
- 39.5 A Legal/Mercantile Collection Agency referral fee is to be charged to Member who has received a Final Fee Notice from the Manager and who has failed to contact the Manager and make arrangements acceptable to the Owners Corporation for the payment of the debt or paid the outstanding amounts in full within 28 days of the date of the Final Fee Notice.
The amount of the fee will be derived from the Schedule of Fees contained in the Contract of Appointment which will be amended as per the mechanisms contained in the Contract of Appointment.
- 39.6 Any further costs associated with Solicitors, Magistrates Court, VCAT hearings and/or Mercantile Collection Agencies will be charged to the Owners Corporation, then recovered from the individual Members as a debt due to the Owners Corporation. The amount of the fee will be derived from the Schedules of Fees contained in the Contract of Appointment which will be amended as per the mechanisms contained in the Contract of Appointment.
- 39.7 Where a Member seeks approval for the adoption of a payment plan for fees owing or due from the Manager, the Manager will refer the matter to the Chairperson for authorisation to accept or reject the payment plan and the Chairperson may seek consultation with the Owners Corporation Committee, should one be elected, prior to any authorisation being given or denied.
- 39.8 The Owners Corporation acknowledges that Debt Collection is a duty outside of the regular duties of a Manager and the cost is not covered or included in the Management Fee and that the Manager is entitled to charge the Owners Corporation additional fees for debt collection in accordance with the Schedule of Fees detailed in the Contract of Appointment.
- 40. DISPUTE RESOLUTION**
- 40.1 DISPUTE RESOLUTION PROCEDURE**
- 40.1.1 The grievance procedure set out in this rule applies to disputes involving a lot owner, or an occupier or the Owners Corporation.
- 40.1.2 The party making the complaint must prepare a written statement in the approved form and serve a copy of the complaint on the manager, secretary or the chairperson of the Owners Corporation and if appropriate, on any other party involved.
- 40.1.3 The Owners Corporation will be represented for all dispute resolution purposes by one or more of:-
- (a) The manager; or
 - (b) The grievance committee; or
 - (c) The chairperson;

("the OC representatives") who shall be entitled to make decisions on behalf of the Owners Corporation for purposes of compliance with Part 10 of the Act. These rules evidence the resolution of the Owners Corporation to delegate power to the OC representatives for all purposes to enable operation of these rules and in accordance with the Act.

- 40.1.4 If the representatives decide to take action in respect of any alleged breach of an obligation imposed under the Act or the Regulations or these rules ("breach"), the OC representatives must give 28 days notice to rectify the breach to the person who allegedly committed the breach ("respondent") in accordance with Section 155 of the Act ("S155 Notice"). A copy of the S155 Notice must be given to both the lot occupier and the lot owner.
- 40.1.5 If the respondent does not rectify the breach within 28 days after the date of the S155 notice the OC representatives may decide to give a final notice stating that the respondent must within 28 days after the date of such final notice rectify the breach in accordance with section 157 of the Act ("Final Notice").
- 40.1.6 The OC representatives may decide to apply to VCAT for an order requiring rectification of the breach if the respondent fails to comply with the Final Notice within the required time and must give the notices contemplated by section 157(3) of the Act of their decision.
- 40.1.7 At any time after the OC representatives become aware that a complaint remains unresolved the OC representatives may in their sole and absolute discretion require the parties to attend a meeting to discuss the matter in dispute with the complainant and the respondent and:-
- (a) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting and each party shall have the right to make submissions and to be heard.
 - (b) The parties must each:-
 - (i) use their best endeavours to make available to the OC representatives all facts and circumstances required in order to consider and resolve the dispute or differences; and
 - (ii) attend in person and ensure that their respective employees, agents or consultants are available to appear at the meeting.
 - (c) The OC representatives shall be entitled to make reasonable directions to expedite adjourn or terminate any meeting or determination of this dispute resolution process as the OC representatives in their sole discretion think fit on behalf of the Owners Corporation.

40.2 REFERENCE OF DISPUTE TO AN EXPERT

- 40.2.1 In the event of any dispute or difference as to the effect of or operation of the plan of subdivision of the Owners Corporation, the interpretation and performance of obligations under these rules, the Act or the Regulations, that dispute or difference may, if the OC representatives the complainant and the respondent agree, be referred for determination by a person (Expert) who shall be agreed upon between the parties or appointed by the President for the time being of the Law Institute of Victoria.
- 40.2.2 Parties to use best endeavours When any dispute or difference has been referred for expert determination, the parties must each:-
- (a) Use their best endeavours to make available to the Expert all facts and circumstances which the Expert requires in order to settle or determine the dispute or difference; and
 - (b) Ensure that their respective employees, agents or Consultants are available to appear at any hearing or enquiry called for, by the Expert.
- 40.2.3 **Right to be heard**
The parties each have the right to:-
- (a) Make submissions to; and
 - (b) Be heard by; and
 - (c) Each party may be legally represented before the Expert.
- 40.2.4 **Expert's decision**
The decision of the Expert must be made and delivered to the parties within a period of 1 month (or such other period as the parties may agree, or the Expert may determine) after the date of submission of the dispute or difference to the Expert and shall be final and binding upon the parties.
- 40.2.5 **Expert may appoint other expert to assist**
The Expert may appoint any other expert to consult with, assist and advise the Expert. The cost of such

other expert is deemed to form part of the determination costs and expenses.

40.2.6 Expert to act as an expert

The Expert must act as an expert, not as an arbitrator, and his or her decision will be final and binding upon the parties.

40.2.7 Costs of determination

The Expert must also determine:-

- (a) The amount of the costs and expenses of, and relating to, the reference of any dispute or difference to him or her (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the Owners Corporation); and
- (b) Which party or parties must bear the costs and expenses, and in what shares, and in making the determination, the Expert must take into account the reasonableness of the parties leading up to the expert determination including any offers made to resolve the dispute and the costs so determined will be recoverable in a Court or Tribunal of competent jurisdiction as a debt due.

40.3 CONDUCT PENDING DISPUTE RESOLUTION AND/OR EXPERT DETERMINATION

In the event of any matter being the subject of dispute resolution or referred for the decision of an independent expert:-

40.3.1 These Rules, the Act and the Owners Corporations Regulations 2007 ("the Regulations") will be adhered to pending the decision; and

40.3.2 If either party is challenging any payment claimed by the other:-

- (a) So much of that payment, as is admitted to be owing, must be paid immediately; and
- (b) An appropriate adjustment must be made within 14 days of resolution.

40.4 RECOVERY OF OUTSTANDING FEES AND OTHER MONEY DUE TO THE OWNERS CORPORATION

The Owners Corporation may commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due, against any member of the Owners Corporation in any court of competent jurisdiction including for the purpose of bankruptcy or winding up of a company.

This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation.

The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case by case basis in the sole discretion of the Manager and/or the Committee.

40.5 COSTS

All costs and expenses arising out of any breach by a lot owner, or an occupier of a lot, of an obligation imposed on that person under the Act the Regulations or these Rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the manager or otherwise (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) shall be payable by any member in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation on an indemnity basis.

40.6 GENERAL PROVISIONS FOR DISPUTE RESOLUTION

40.6.1 If the dispute is not resolved, the grievance committee, secretary or chairperson must issue the Notices required under Part 10 and notify each party of his or her right to take further action under Part 11 of the Act.

40.6.2 This dispute resolution process must comply with Part 10 of the Act.

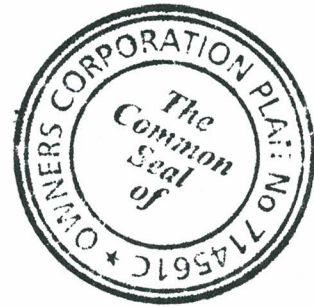


Concord Owners Corporation Management
ABN: 91 814 020 949 BLA REGISTRATION 001081
PO Box 181, Chelsea 3196
Mobile: 0457 315 124
E: admin@concordocmanagement.com.au

I certify these rules to be a true and correct copy of the rules made by Special Resolution of the Owners Corporation dated 28 August 2015.

A handwritten signature in black ink, appearing to be "M. B.", written over a horizontal line.

Manager of the Owners Corporation – Concord Owners Corporation Management
07th May 2018.



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.

Land Information Certificate

Local Government Act 1989 – Section 229
Local Government (General) Regulations 2004



City of
KINGSTON

Landata
Dept of Environment, Land, Water and Planning
570 Bourke St
MELBOURNE VIC 3000

Date of Issue:	10 July 2024
Assessment No:	
Property Location:	Apartment 2 8 Maury Road, CHELSEA VIC 3196
Parcel Details:	Lot 1 PS714561
Certificate No:	
Certificate Expiry Date:	8 October 2024
Applicants Reference:	73489481-016-1:66071

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989** or under a Local Law of the Council and the specified flood level by the Council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other 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.

Operative Date of Valuation: 01 July 2024	Site Value:	190,000
Relevant Date of Valuation: 01 Jan 2024	Capital Improved Value:	640,000
	Net Annual Value:	32,000

Council uses Capital Improved Value to determine the value of property for rating purposes

RATES AND CHARGES 1st July 2024 to 30th June 2025

Arrears

Arrears - Brought Forward 01/07/2024	\$0.00
Legal Fees Brought Forward 01/07/2024	\$0.00

Current Rate

General Rates	\$1,126.27
Fire Services Property Levy	\$187.68
Municipal Charge	\$100.00
Waste Management	\$173.00
	\$
	\$
Legal Costs/Charges	\$0.00
Interest on Arrears	\$0.00
Interest on Current Rates	\$0.00

Payments \$0.00

Property Debts \$0.00 (Fire Hazard / Property Clearance)

OUTSTANDING \$1,586.95

Any outstanding balance may be subject to legal action. Please contact this office prior to settlement.

Assessment No.	
Certificate No.	
Certificate Expiry Date	8 October 2024

ADDITIONAL INFORMATION

Please Note: All Notices of Acquisition lodged **must have the Date of Birth and correct future mailing address of the purchaser.** If this information is not provided, the Notice of Acquisition may be returned.

I acknowledge having received the sum of \$29.72.

Please note:

- i. Council policy imposes a time limit of three months from issue date during which a certificate may be updated verbally, but it should be noted that Council will only be held responsible for information provided on the certificate, and not for information provided or confirmed verbally. Delays in settlement will not be considered grounds to deviate from this policy. This certificate Expires on 8 October 2024.
- ii. If an outstanding amount of rates and or charges is shown on this certificate, your attention is drawn to the provision of Section 175 of the Local Government Act 1989 regarding payment of rates and charges.
- iii. Overdue amounts continue to accrue interest on a daily basis at 10.00% per annum, and may also incur legal costs if recovery action has commenced.
- iv. Due Date for payment:
 - In full 15 February 2025.
 Four instalments: 30 September 2024, 30 November 2024, 28 February 2025, 31 May 2025.
- v. Please note a fee of \$22.70 (incl. GST) will apply for refund requests on overpayments.

Please ensure you check in with Council for an LIC update prior to settlement, to ensure the balance has not changed from this certificate.

Important Information Regarding Settlements via PEXA

Please note, Council is not advised through the PEXA system of any settlements which occur. You are required to forward a Notice of Acquisition to Council directly for all PEXA settlements.



Biller Code: 8938

Ref:

Kamal Khangura

TEAM LEADER REVENUE AND COLLECTIONS, CITY OF KINGSTON (Acting)

*****IMPORTANT INFORMATION REGARDING THIS CERTIFICATE*****
No Conditions apply to this property.

BUILDING CERTIFICATE
Building Regulations 2018
Regulation 51 (1)



Certificate Number : JA:KENNS2:521357
Your Reference: 73489481-018-5:66070
Contact: Susan Kennedy
Phone number: 9581 4130

12 July 2024

Property Address: Apartment 2 / 8 Maury Road, CHELSEA VIC 3196

Regulation 51(1)

Building Permits issued by the Relevant Building Surveyor for construction on the allotment during the last 10 years are as follows:

(16) Dwellings and Associated Basement Carpark - Stage 1	Permit No: 1585/20140262/1	Permit Issue Date: 11/07/2014
Stage 2	Permit No: 1585/20140262/2	Permit Issue Date: 11/11/2014
Stage 3 – To Completion	Permit No: 1585/20140262/3	Permit Issue Date: 16/12/2014
Occupancy Permit Date: 16/12/2014		
Building Surveyor: Grimbos Building Surveyors		

Safety Barrier to existing Spa	Permit No: 28986/9768620490941	Permit Issue Date: 31/07/2020
Final Certificate Date: 21/09/2020		
Building Surveyor: Triple H Building Consultants Pty Ltd		

There are no outstanding Building Act 1993 and Building Regulations 2018 Notices or Orders currently recorded against the Property.

Commercial Notes:

The maintenance of 'Essential Services' in all Commercial premises is required pursuant to Part 15 of Building Regulations 2018. Owner/Occupiers should be made aware of the obligations for the Health and Safety of building occupiers. Maintenance is required on a regular basis to ensure effective operation of equipment.

community inspired leadership

kingston.vic.gov.au

Cheltenham 1230 Nepean Highway Chelsea 1 Chelsea Road

1300 653 356 131 450 03 9581 4500 PO Box 1000, Mentone 3194 info@kingston.vic.gov.au cityofkingston kingstoncc

An inspection has not been specifically conducted as a result of your enquiry, or to establish if any building works on the above property comply with Building Act/Regulations, therefore answers are provided from the information already available to Council. This reply has been prepared as accurately as possible at the time of writing, but Council accepts no liability for omission or errors contained in information supplied as routine procedure for circumstances subject to change.



John Anagianis
Municipal Building Surveyor

Property Clearance Certificate

Land Tax



INFOTRACK / SUNNYOAKS CONVEYANCING

Your Reference: 24/399

Certificate No:

Issue Date: 10 JUL 2024

Enquiries: ESYSPROD

Land Address: UNIT 2, 8 MAURY ROAD CHELSEA VIC 3196

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42297629	1	714561	11592	697	\$0.00

Vendor: ANNE CANSDALE

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS ANNE CANSDALE	2024	\$180,000	\$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
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Comments:

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE: \$660,000

SITE VALUE: \$180,000

CURRENT LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No:

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. 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.

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

7. 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.
8. 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 = \$975.00

Taxable Value = \$180,000

Calculated as \$975 plus (\$180,000 - \$100,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY 	Billers Code: 5249 Ref:
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:
Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/paylandtax	

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / SUNNYOAKS CONVEYANCING

Your Reference: 24/399

Certificate No:

Issue Date: 10 JUL 2024

Enquires: ESYSPROD

Land Address: UNIT 2, 8 MAURY ROAD CHELSEA VIC 3196

Land Id	Lot	Plan	Volume	Folio	Tax Payable
42297629	1	714561	11592	697	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$660,000
SITE VALUE:	\$180,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No:

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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 commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. 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 unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. 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.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / SUNNYOAKS CONVEYANCING

Your Reference: 24/399

Certificate No:

Issue Date: 10 JUL 2024

Land Address: UNIT 2, 8 MAURY ROAD CHELSEA VIC 3196

Lot	Plan	Volume	Folio
1	714561	11592	697

Vendor: ANNE CANSDALE

Purchaser: FOR INFORMATION PURPOSES

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

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

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No:

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must 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 in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, 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 unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. 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.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY


 Biller Code: 416073
Ref:

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:

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1047938

APPLICANT'S NAME & ADDRESS

SUNNYOAKS CONVEYANCING C/- TRICONVEY (RESELLER)
C/- LANDATA
MELBOURNE

VENDOR

CANSDALE, ANNE

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

360566

This certificate is issued for:

LOT 1 PLAN PS714561 ALSO KNOWN AS 2/8 MAURY ROAD CHELSEA
KINGSTON CITY

The land is covered by the:

KINGSTON PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 2
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1

A detailed definition of the applicable Planning Scheme is available at :
<http://planningschemes.dpcd.vic.gov.au/schemes/kingston>

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

10 July 2024

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

LANDATA@
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Sunnyoaks Conveyancing C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 360566

NO PROPOSALS. As at the 10th July 2024, 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 2 8 MAURY ROAD, CHELSEA 3196
CITY OF KINGSTON

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: 10th July 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 73489481 - 73489481143141 '360566'

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

2. Encumbrance Summary

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

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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

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.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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

Important Warnings

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

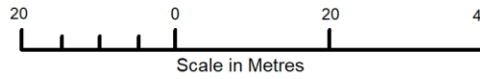


LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

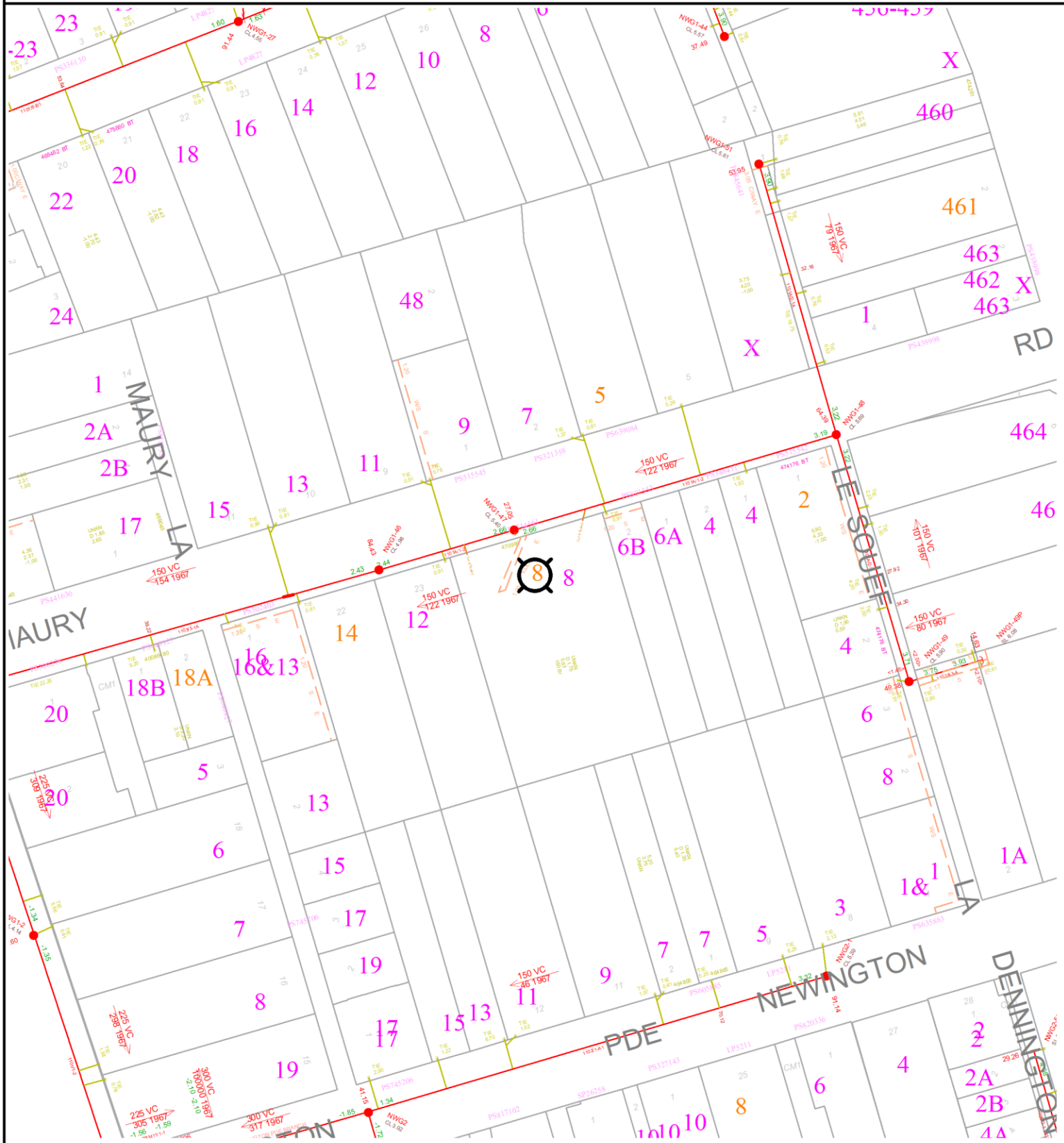
South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



Case Number: 47140705



Date: 22JULY2024

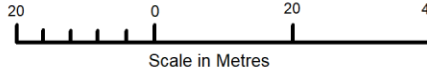


WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, 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.

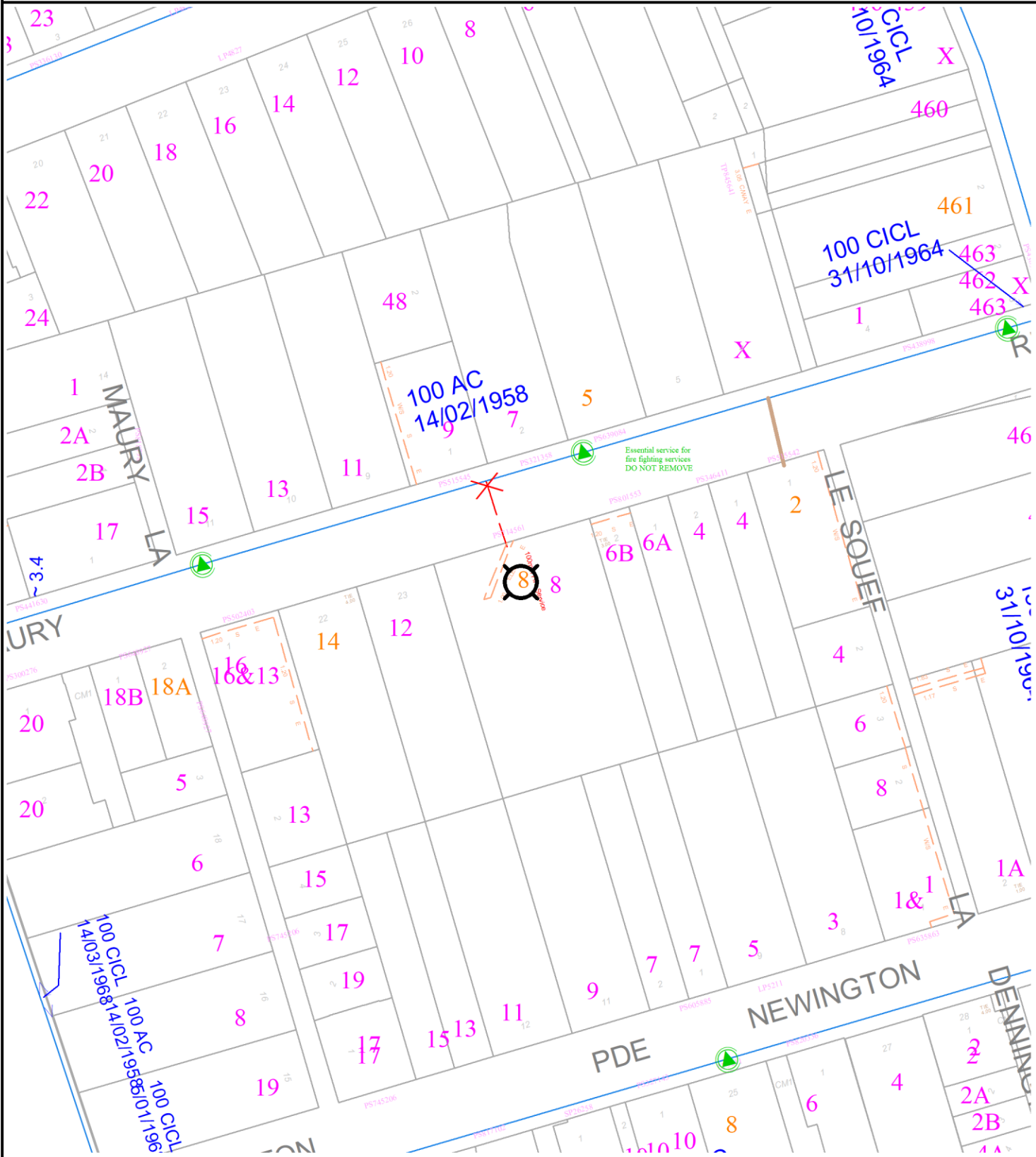


Property: Lot 1 UNIT 2 8 MAURY ROAD CHELSEA 3196



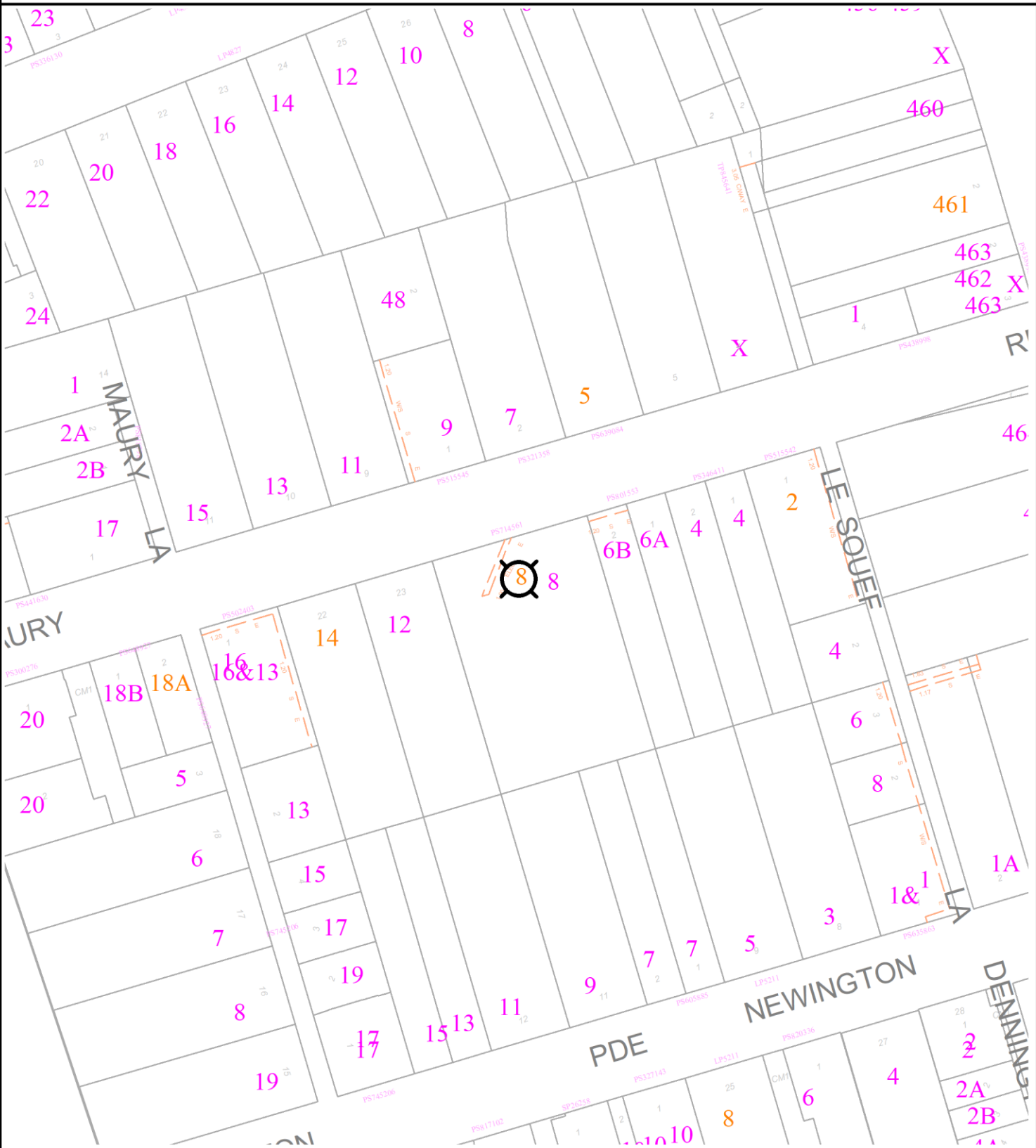
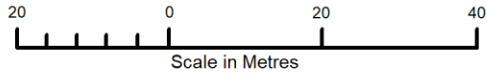
Case Number: 47140705

Date: 22JULY2024



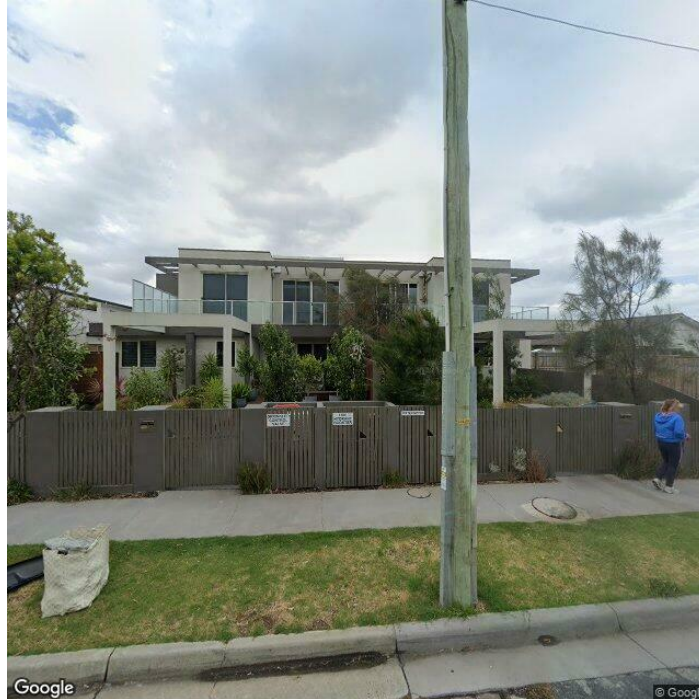
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LEGEND	
	Title/Road Boundary
	Proposed Title/Road
	Easement
	Subject Property
	Water Main Valve
	Water Main & Services
	Hydrant
	Fireplug/Washout
	Offset from Boundary



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
	~ 1.0 Offset from Boundary



OWNER BUILDERS DEFECTS REPORT (SECTION 137B)

2/8 Maury Rd
Chelsea, VIC 3196

Anne Fairnie

JULY 18, 2024



Inspector

Joel Mangan

0466 545 585

joel@tbinspections.com.au

TABLE OF CONTENTS

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5: Thank You	8

SUMMARY



BUILDING PERMIT STATUS

 2.2.1 Property Exterior & Structures - Decks, Balconies & Porches: No Building Permit

1: INSPECTION DETAILS

Information

137b Owner Builder Defects Inspection

18/07/2024

137b Owner Builder Defects Inspection

Type: Owner Builder Defects Inspection

Reason: 137b Condition Report &/or Owner Builder Warranty Insurance (if Applicable)

We were instructed to carry out an Owner-Builder Defects Report on specific building work/s. Our engagement is restricted to that of a Building Consultant and not of a Building Surveyor, as defined in the Building Act of 1993. Our inspection has therefore been a visual, non-invasive inspection of the "Owner Builder" work/s as stated in this report.

This report has been prepared to meet the requirements of Section 137B of the Building Act (1993) and is in no way to be considered a pre-purchase building inspection report. This report cannot be relied upon as evidence of the buildings suitability for purchase or to satisfy a contract of sale under the Sale of Land Act 1962.

This report is on domestic building works under section 137B of the building Act 1993 (Owner-Builder Construction). Only building works that have been completed within past 6 years and 6 months from the date of this report are included in this report.

The set criteria outlined for the purpose of this report as per the Building Act is as follows:

- Any defects found with the work/s - Unfinished or incomplete work/s - Identification of any second hand or reclaimed materials

This report has been produced for the purpose of disclosure and for only home improvements that have been brought to the inspector's attention by the seller/owner or builder. Any original or pre-existing areas of the property are not included in the scope of this report.

General maintenance or wear and tear that may have occurred since completion of any works that have been inspected and included in this report are also excluded.

Any defects, incomplete work or second hand materials detected are noted in the relevant sections of this report.

REASONABLE ACCESS:

Only areas to which safe and reasonable access is available were inspected. The Australian Standard 4349.0 defines extent of accessible areas "by the presence of safe and reasonable access, shall be determined by the inspector, based on the conditions encountered at the time of inspection."

Reasonable access does not include the use of destructive or invasive inspection methods, nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

NOTE:

1. Images shown in this report are only a representation (sample) of the what was comprehensively inspected for any specific area.

Scope Of Works Inspected

The following is a list of all works that have been brought to the inspectors attention by the seller/owner, conveyancer, agent or builder. The signatories of this report take no responsibility or liability for not including any works that have not been declared by the seller/owner, conveyancer, agent or builder. Any original or pre existing areas of the property are not included in this list.

List Of Works

Kitchen, Deck/s

2: PROPERTY EXTERIOR & STRUCTURES

Information

Decks, Balconies & Porches: Deck

A spa was removed the space filled in with an extended timber deck attached to the original deck. No visible defects were noted at the time of inspection.



Limitations

Decks, Balconies & Porches

ACCESSIBILITY

The inspector cannot comment on any footings that are below the ground and whether they are adequate. In addition, deck substructures are not always visible to the inspector and therefore is a limited inspection in such cases.

Deficiencies

2.2.1 Decks, Balconies & Porches

NO BUILDING PERMIT

No building permit was obtained for the deck. Refer to the "Building Permit Status" section for further details.



3: KITCHENS

Information

Kitchen: Kitchen Full Renovation

Cabinetry, Benchtop, Splashback, Sink

The kitchen has undergone a full renovation. All inspected components listed above appeared satisfactory unless otherwise noted.



4: BUILDING PERMIT STATUS

Information

Building Permits

Building permits are documents certifying that a proposed building or structure complies with the relevant building regulations. A building permit is a written approval by a private or municipal building surveyor. It allows the building work to be undertaken according to the approved plans, specifications, and other relevant documentation.

The building permit process ensures:

- the project has been carried out by registered building practitioners who carry the required insurance.
- adequate documentation has been prepared to ensure the construction has been carried out correctly and according to building legislation
- key stages of the work have been independently inspected
- Any habitable dwellings or buildings are suitable for occupation

A building permit will specify that either an occupancy permit or a certificate of final inspection is required on completion of the building work dependant on the type of building work that has been carried out.

Not all building projects require a building permit. Some exemptions apply, however, the dwelling or structure is required to adhere to all of the relevant exemption requirements stipulated under the Building Regulations 2018.

If a building permit is required for any building works that have been included in this report and a permit was not obtained, then the building permit process has not taken place. Therefore, the inspector of this report cannot retrospectively certify the building works. This report is based on a visual inspection only and therefore only any visible defects or incomplete works are noted on all inspected domestic building works.

Building Permit Required: Decks

Decks are outdoor living spaces. They can be attached to a dwelling, or swimming pool, or can be detached/freestanding.

Decks typically use a structural subfloor (a supportive structure designed to bear weight) and a building permit is always required irrespective of height or size.

5: THANK YOU

Information

Terms And Conditions: Signoff

The inspection has been carried out in accordance with the requirements of Section 137B of the Building Act 1993. The inspection and report are completed as requested by the client in accordance with these Terms and Conditions.

1. The report has been prepared in accordance with the requirements of Section 137B of the Building Act 1993 and the associated Building Acts and Regulations.

1.1 "Building" is defined in the Building Act 1993 as any structure, temporary building, temporary structure, or any part of a building or structure.

1.2 "Construct" in relation to a building, is defined in section 137B of the Building Act 1993 as to build, rebuild, erect or re-erect the building, make alterations to the building, enlarge or extend the building, manage or arrange any other person to do anything referred to above.

2. The purpose of the inspection:

2.1 Areas for inspection shall cover all safe and accessible areas defined as those which can be accessed by a 3.6m ladder on the ground or those which have at least 650mm unimpeded vertical and horizontal clearance without the removal of furniture, fittings, cladding or lining materials, plants or soil. Such access does not include the use of destructive or invasive inspection methods nor does it include removing screws and bolts to access covers or cutting or making access traps or moving furniture, floor coverings or stored goods.

2.2 In the case where a property is occupied, the client must be aware that personal items and furnishings may restrict access to rooms and limit vision in places. These household items may conceal signs of problems which may only be discovered once items have been shifted or removed.

3. The Report covers only the building works carried out by the nominated Owner-Builder, as advised by the client. It is not a pre-purchase property inspection, within the meaning of AS4349.1, and therefore does not cover works carried out by anyone other than the Owner-Builder. Purchasers cannot rely on this report to ascertain the full condition of the building.

4. Materials notes as "recycled" or "second-hand" in this Report, are not covered by any warranties extended by his practitioner and/or the relevant Insurer. As such, any reference to these items has been based on a casual inspection only.

4.1 The timber used has been painted and as a result, the species, grading or durability of the timber used could not be determined.

5. The scope of the inspection.

5.1 The inspection comprised a visual assessment of the property to identify major defects and to form an opinion regarding the general condition of the property at the time of the inspection.

5.2 An estimate of the cost of rectification of defects is outside the scope of the Standard and does not form part of this report.

5.3 The report does not cover any part of the building located beneath the ground surface.

5.4 This report does not deal with non-standard inspections such as electrical installation or other specialist inspections (such as plumbing, hydraulics, mechanical services or geotechnical). Any works performed by a licenced trade requires a certificate of compliance. Copies of any certificates of compliance should be made available to the inspector to add to this report. An appropriately qualified or licensed contractor shall undertake such further inspections where no certificate of compliance has been provided.

5.5 The inspection will not look for timber pest activity. However, if timber pest damage is found then it will be reported. The Inspector will only report on the damage which is visible. It is recommended to have an inspection carried out in accordance with AS4349.3-1998 Timber Pest Inspections by a fully qualified, licensed and insured Timber Pest Inspector.

5.6 The report does not cover the identification of asbestos related products.

5.7 No inspection for mould was carried out at the property and no report on the presence or absence of mould is provided.

5.8 The report does not determine whether the building complies with the provisions of any building Act, regulation, ordinance, local law, bylaw, or as an insurance policy or a warranty against problems developing with the building in the future.

5.9 The report does not contain the assessment of any apparent defect including rising damp and leaks as the detection of which may be subject to prevailing weather conditions or recent occupancy or use of services.

5.10 The report may not cover issues of maintenance or specific minor defects (such as jamming doors, windows or catches, decorative finishes or hairline cracks). The report may include a general assessment of the general incidence of minor defects in the building compared with otherwise similar properties.

5.11 The report does not cover the identification of non-compliant and non-conforming building products and materials as outlined within the requirements of the National Construction Code (NCC).

5.12 The roof has not been water-tested for leaks, or the guttering checked for levels.

5.13 On safety grounds, the roof external areas are deemed to be inaccessible.

5.14 The report and inspection does not assess the condition or the operation of any appliances, spa pumps or pool equipment or matters of privacy or vehicle access. Such matters are for the client's own consideration.

6. The report is prepared for the sole and exclusive use of the client whose name appears on front page of the Report and cannot be used or acted upon by any other party or without written permission of the signatories of this report. The report does not constitute a certificate of compliance of the property within the requirements of any Act, regulation, ordinance, local law or by law and does not warranty against problems developing with the building in the future.

7. No liability shall be accepted by the signatories of this report in the following circumstances:

-in respect to any defects referred to in this Report;

-for advice given in this report beyond a refund of the inspection fee;

-on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report);

-for any building work undertaken without the requisite building permit from the relevant authority and the report does not identify such unauthorised building work or work that is not compliant with building regulations in force at the time;

- for any loss, damage, cost or expense, whatsoever, suffered or incurred by any person or third-party entity other than the client whose name appears on front page of the Report in connection with the use of this Inspection Report, provided pursuant to this agreement by that person or third-party entity for any purpose or in any way, including the use of this report for any purpose connected with the sale, purchase, or use of the Property or the giving of security over the Property.

8. If plans, town planning, building permits, certificates of compliance etc are not available at the time of this inspection, it is the purchaser's responsibility to verify the legality of these works.

9. This Report is valid for a period of six (6) months from the date of the Report. As per section 137B(2)(a)(ii) of the Building Act 1993, this Report must be obtained not more than 6 months before the person enters into the contract to sell the building.

10. This Report must be provided to the Purchaser and/or the Insurer as required, prior to entering into a contract of sale.

Kane Barnett
Colab Architects
Architect
ARBV Registration 51791



Thank You

AOBW 202407-0104

Certificate Of Insurance

Building Act 1993 Section 135

Domestic Building Insurance Order Certificate in respect of Insurance

Domestic Building Contract

A Contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under section 135 of the Building Act 1993 has been issued by Assetinsure Pty Ltd (ABN 65 066 463 803)

In respect of: Non-Structural Improvements
At: 2/8 Maury Road, Chelsea, VIC, 3196, AUSTRALIA
Carried out by: Anne Fairnie
For: The Purchaser
Building Permit: N/A
Construction Complete Date: 31/10/2023
Defects Inspection Report: Kane Barnett ARBV51791
Defects Inspection Date: 18/07/2024

Subject to the Building Act 1993, the Ministerial Order and the conditions of the insurance contract, cover will be provided to the purchaser named in the Contract of Sale and to the successors in title to the purchaser.

Authorisation: In witness whereof, the insurer issuing this policy has caused this policy to be signed by the Authorised Signatory of the insurer's agent.

Signed at Seaford on Friday, 19 July 2024



Cover is only provided if the owner builder noted in this certificate has died, disappeared or become insolvent. The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the Policy wording.

Important notice: This certificate must be read in conjunction with the policy wording and kept in a safe place. These documents are very important and must be retained by you and any successive owner s of the property for the duration of the statutory period of cover.



Assetinsure

Owner-Builder Warranty Insurance

Victoria

Effective date:17/06/2022



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Important Information

Introduction

Welcome and thank **you** for choosing the Assetinsure Owner-Builder Warranty Insurance – Victoria, distributed by Australian Owners Builders Insurance Services Pty Ltd.

In this section, where we use the term 'you'/your'/yourself', we are referring to the person(s) who applied for this Policy and submitted an Insurance Application. In the next section of the Policy wording, you are later referred to as the Owner-Builder.

About Assetinsure

You can contact Assetinsure by:

- post, at PO Box R299, Sydney NSW 1225;
- telephone, at (02) 9251 8055; or
- email, at info@assetinsure.com.au

Assetinsure Pty Ltd ("**Assetinsure**") is authorised by the Australian Prudential Regulation Authority ("**APRA**") to conduct general insurance business. For further information visit their website at www.assetinsure.com.au

About AOBIS

This insurance is arranged by Australian Owner Builders Insurance Services Pty Ltd ("**AOBIS**") ABN 95 122 431 654 operating under AFSL No. 308705. In arranging this insurance, AOBIS is acting under the authority and as the agent of Assetinsure (and not as **your** agent).

You can contact AOBIS by:

- post, at PO Box 2294, Seaford VIC 3198;
- telephone, at 1300 850 131; or

email, at underwriter@aobis.com.au

Duty to take reasonable care not to make a misrepresentation

This **Policy** is a consumer insurance contract for the purposes of the *Insurance Contracts Act 1984* (Cth).

Before **you** enter into this contract of insurance, **you** have a duty to take reasonable care not to make a misrepresentation. This means that **you** need to take reasonable care to provide honest, accurate and complete answers to **our** questions. A misrepresentation includes a statement that is false, partially false, or which does not fairly reflect the truth.

If **you** are not sure of the answers to any of **our** questions, or whether the information **you** previously provided remains honest, accurate and complete, **you** should check it and find out. It is also important to understand that, in answering the questions and checking the information, **you** are answering for **yourself** and anyone else to whom the questions apply. If **you** are answering questions on behalf of anyone, **we** will treat your answers or representations as theirs.

As **we** use **your** answers to decide what insurance **we** will offer, to calculate **your** premium, and to assess any claim **made**, it is essential that **you** contact **us** if **you** have any doubts.

Whether **you** have taken reasonable care not to make a misrepresentation will be determined with regard to all relevant circumstances, including:

- explanatory material or publicity produced or authorised by **us**;
- how clear, and how specific any questions **we** asked were and how clearly **we** communicated to **you** the importance of answering those questions, and the possible consequences of failing to do so;
- whether or not an agent was acting for **you**;
- whether the contract was a new contract or was being renewed, extended, varied or reinstated;
- any particular characteristics or circumstances relating to **you** which **we** are



aware or ought reasonably to have been aware.

Any misrepresentation made fraudulently is a breach of **your** duty.

If **your** circumstances make it difficult for **you** to know how to answer any of **our** questions, or **you** are not clear how to explain **your** situation to **us**, **you** should contact AOBIS.

Limitation or Exclusion of Rights Against Third Parties

This **Policy** provides that **you** must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect to the loss or damage - see Condition e) of this **Policy**.

Interested Parties

This **Policy** provides that the cover provided by this **Policy** does not extend to an interest in the **Dwelling** that is not **your** interest - see Condition f) of this **Policy**.

Privacy Statement & Collection Notice

This Privacy Statement describes how Assetinsure and AOBIS collect, use, handle and disclose **your** personal information. It also describes the matters to which **you** give your consent when applying for a **Policy**.

AOBIS and Assetinsure are committed to protecting the privacy of personal information and are bound by the provisions of the *Privacy Act 1988* (Cth), which sets out the standards to be met in the collection, holding, use and disclosure of personal information.

Collection and use of personal information

We collect personal information, including through **our** agents and licensees such as AOBIS, to determine whether and on what terms **we** might issue **you** an insurance **Policy**, or to manage a claim in relation to an insurance **Policy** **you** have with **us**. **We** may use **your** personal information for other purposes if **you** consent. This may also be the case in other limited circumstances permitted under the *Privacy Act 1988* (Cth), such as where **you** would reasonably expect **us** to do so and/or the other purpose is related to the

purpose for which **we** collected the information.

In some circumstances, **we** may collect **your** personal information from another person or another source. This will only be where it is unreasonable or impracticable for **us** to collect it directly from **you** or **you** would expect **us** to collect the information from the nominated third party. For example, where **you** authorise a representative, e.g. an insurance broker, a financial planner, a legal services provider, an agent or carer providing services to **you** to deal with **us** on **your** behalf.

If **you** provide information about any other person, **you** agree to tell them that **you** are providing this information to **us**, of **our** contact details in this document, the reason **you** are providing this information, the fact that **we** have collected personal information from **you** and of the contents of this Privacy Statement.

Consequences if information is not provided

If **you** do not provide all the information requested, the main consequence is that **we** may not be able to issue **you** with a **Policy** or pay **your** claim.

Disclosure

You agree that **we** may disclose **your** personal information to:

- AOBIS;
- **our** external service providers and contractors (such as any mail house, commercial agent or entities engaged to carry out certain business activities on **our** or **your** behalf);
- **our** related entities or assigns, another insurer, **our** reinsurers, **our** agents and external advisers (such as legal and other professional advisers);
- any other person **we** consider necessary to execute **your** instructions;
- any financial institution to or from which a payment is made in relation to any **Policy** **you** have;
- a person with **your** consent or where disclosure is authorised or compelled by law, to regulatory, law enforcement,



dispute resolution or government bodies.

Transfer of personal information overseas

You agree that **we** may disclose **your** information overseas, including the USA, Canada, Bermuda, Europe (including the United Kingdom), Singapore, Hong Kong and India.

Access and Complaint

Assetinsure's Privacy Policy is currently available on **our** website at: www.assetinsure.com.au/key-policies/privacy-policy/.

The Privacy Policy sets out details of how **you** can access (and, if necessary, correct) the personal information **we** hold about **you**. It also sets out how and to whom **you** might complain about a breach of Privacy Law.

If **you** require any other information regarding Privacy, **you** can contact Assetinsure's Privacy Officer by:

- post, at Level 21, 45 Clarence Street, Sydney NSW 2000;
 - telephone, at (02) 8274 2898; or
- email, at privacy@assetinsure.com.au

Dispute Resolution Process

At AOBIS and Assetinsure, **we** strive to do things the right way and keep **our** customers happy. However, both AOBIS and Assetinsure recognise that occasionally disputes may arise.

Making a Complaint

If **you** have a complaint concerning the financial product or services provided to **you** we will try to resolve it immediately. The best first step is to approach the person at AOBIS with whom **you** were dealing to see if they can resolve the matter to **your** satisfaction.

If **you** remain dissatisfied with the solution AOBIS offers, please contact **us** and we will refer the matter to Assetinsure's Complaint Management process.

Regardless of who is managing **your** complaint, the goal is to resolve **your** complaint and respond with a decision within 30 calendar days.

You may also seek a review of a decision **we** make about a claim made under this **Policy** at the Victorian Civil and Administrative Tribunal provided **you** do so within 28 days of the decision. Please visit www.vcat.vic.gov.au for more information.

Our Agreement with You

This **Policy** is a legal contract between **you** and **us**.

This **Policy** will only respond to claims in connection with **Work** described in the Contract which supported the **Insurance Application** for this insurance, and carried out at the site described in the **Policy**.

Applying for Insurance

To apply for this insurance, **you** will need to complete an **Insurance Application** and provide the information **we** require to determine whether to issue a **Policy**, and if so, on what terms.

Where **we** issue a **Policy**, cover is provided on the basis:

- that **you** have paid or agreed to pay **us** the premium for the cover provided;
- that the verbal and/or written information provided by **you** which must be given in accordance with **your** duty to take reasonable care not to make a misrepresentation either verbally or in writing.

Your Policy

Your Policy consists of the **Policy** terms and conditions in this booklet, any endorsements and the **Certificate of Insurance** **we** issue **you**. Please read **your Policy** carefully, and satisfy **yourself** that it provides the cover that **you** require. **You** should keep this booklet and the **Certificate of Insurance** together in a secure place for future reference.

Goods and Services Tax (GST)

The premium on this **Policy** includes an amount for GST and if **we** pay a claim **your** GST status may determine the amount to be paid on the claim.

You must advise **us** if **you** are registered, or required to be registered, for GST purposes, and **you** must when requested tell **us** what **your** entitlement to Input Tax Credits (ITCs) is for **your** insurance premium.



When determining the amount to be paid for a claim under this **Policy**, any payment or supply **we** make to **you** for the acquisition of goods, services or other supply (or monetary compensation in lieu thereof) or otherwise for **your** claim will be calculated on the GST inclusive cost of **your** claim. In calculating such payment, **we** are entitled to reduce it by any ITC to which **you** are, or would be, entitled:

- for the acquisition of such goods, services or other supply; or
- if the payment had been used to acquire such goods, services or other supply.

However, the total of all payments **we** make will not exceed \$300,000.--.

All amounts referred to in this **Policy** are inclusive of any taxes, levies, duties or charges that payment would be affected by or subject to.

If **you** make a claim and we are obliged by law to withhold any amount from the payment in order to satisfy that law (for example, because you have not provided your ABN where required to do so), the amount withheld will be treated as forming part of the claim payment paid under this Policy (even though you have not received the withheld amount).

Confirming Transactions and Updating Information

You can ask **us** to confirm any transaction under **your** insurance by contacting **us**. If **you** need any of the information contained in this document or if **you** have any queries, please contact AOBIS:



Definitions

Some key words and terms used in this **Policy** have special meanings. Wherever the following words or terms are used in the **Policy** they mean what is set out below.

Please note that from this section onwards, the terms '**you/your/yours**' is separately defined and have a different meaning to the preceding pages of this **Policy**. Whereas the preceding pages of this **Policy** define '**you/your/yours**' as the **Owner-Builder** and person(s) who applied for this **Policy** and submitted an **Insurance Application**, in this section of the **Policy** wording, '**you/your/yours**' means the purchaser of the **Dwelling** and any successor in title (see full definition over the page).

Act means the Building Act 1993 (VIC) as amended from time to time.

Act of Terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), which from its nature or context is done for, or in connection with, political, religious, ideological or similar purposes or reason, including the intention to coerce or influence any government and/or to intimidate or put the public, or any section of the public, in fear, but does not include acts which are:

- i) advocacy, protest, dissent or industrial action; and
- ii) not intended to cause serious physical harm, death, or endangerment of life to a person (other than the life of person committing the act) or create a serious risk to health or safety to the public or a section of the public.

Authority means the same as it does in the **Order**.

Certificate of Insurance means the most recent certificate issued by **us** in connection with this **Policy**.

Completion Date means the same as it does in the **Order**.

Defective means the same as it does in the **Order**.

Disappearance (and its corresponding forms) means the same as it does in the **Order**.

Domestic Building Work means the same as it does under the **Order**.

Dwelling means the home (as defined in the **Order**) described in the **Insurance Application**.

Insolvent (and its corresponding forms) means the same as it does in the **Order**.

Insurable Contract of Sale means the same as it does under the **Order**.

Insurance Application means the application form completed by the **Owner-Builder** applying for this insurance.

Non-Structural Defect means the same as it does in the **Order**.

Order means the Order made under the **Act** by the Minister for Planning and as gazetted in May 2003 entitled 'Domestic Building Insurance Ministerial Order' as supplemented and/or amended from time to time.

Owner-Builder means the owner-builder described in the **Insurance Application** who is also an owner-builder under the **Order**, but does not include owner-builders who are registered builders.

Policy means this policy wording, any endorsements and the **Certificate of Insurance**.

Statutory Warranty means a warranty implied into the **Insurable Contract of Sale** by section 137C of the **Act**.

Structural Defect means the same as it does in the **Order**.

Trade Practices Provision means the same as it does under the **Order**.

Tribunal means the same as it does in the **Order**.

We/us/our means Assetinsure Pty Limited (Assetinsure) (ABN 65 066 463 803).

Work means the **Domestic Building Work** which is carried out or to be carried out by the **Owner-Builder** to the **Dwelling**.

You/your/yours means the purchaser of the **Dwelling** or the land on which the **Dwelling** is constructed, and any successor in title to that person. If the domestic building work is carried out on land in a plan of



subdivision containing common property, it also means the body corporate for that land or a **Dwelling** on that land.

It does not include:

- a) the **Owner-Builder**
- b) the purchaser, if the purchaser is a related body corporate (within the meaning of section 50 of the Corporations Act 2001) of the owner builder; or
- c) the purchaser, if neither the purchaser nor the **Owner Builder** is a public company but each has a common director or shareholder.

Our Cover

This **Policy** is intended to comply with the requirements set out under the **Order** and any term of this **Policy** which conflicts with, or is inconsistent with, the **Order** shall be read and be enforceable as if it complies with the **Order**.

We will provide insurance cover to **you**, subject to the terms, conditions and exclusions set out in this **Policy**, if the **Owner-Builder** dies, becomes **Insolvent**, or **Disappears** and **you** suffer:

- a) a loss or damage arising from a breach of a **Statutory Warranty**;
- b) the costs of alternative accommodation, removal and storage that are reasonably and necessarily incurred as a result of a breach of a **Statutory Warranty**. We will only pay the costs of alternative accommodation or storage that are reasonably and necessarily incurred for up to 60 days, excluding any period of delay attributable to **us**;
- c) the cover **we** give in paragraphs a) and b) above extends to the acts or omissions of all persons contracted by the **Owner-Builder** to perform the **Work**.

We will not be required to indemnify the purchaser in respect of a **Statutory Warranty** that all materials used under the **Work** were new to the extent that any materials used were not new if:

- a) the condition report required by section 137B(2)(a) of the **Act** states that the materials were not new; or

- b) it was apparent from the nature of the relevant **Work** that the materials were not new.

Certificate of Insurance

- a) We must provide a **Certificate of Insurance** evidencing that insurance for the **Work** has been issued which complies with the **Order**:
 - i. to **you** immediately on the issue of this **Policy**; and
 - ii. on request by **you** or the **Builder** at any time.
- b) The **Certificate of Insurance** shall be in the form prescribed by the **Order**.
- c) The **Work** is not covered until **we** have provided to the **Owner-Builder** or **you** a **Certificate of Insurance** evidencing insurance for the **Work**.

Period of Cover

- a) This **Policy** provides the cover in relation to **Non- Structural Defects** in respect of loss or damage occurring during the period
 - i. commencing on the date of the contract of sale; and
 - ii. ending 2 years after the **Completion Date** for the **Work**.
- b) Subject to paragraph a) above, this **Policy** provides the cover in respect of all other loss or damage occurring during the period
 - i. commencing on the date of the contract of sale; and
 - ii. ending 6 years after the **Completion Date** for the **Work**.

We will Pay

1. We will pay up to, but not more than \$300,000 in the aggregate, for all claims made under this **Policy** in respect of any one **Dwelling**, including reasonable legal costs and expenses incurred by the **Insured** associated with a successful claim against **us**.
2. If the claim is in respect of the cover for loss or damage resulting from conduct of the **Owner-Builder** which contravenes a **Trade Practices Provision**, we will only pay the costs of rectifying the **Work**.



3. If the **Work** is carried out on land in a plan of subdivision containing common property, and **we** paid a claim relating to the common property then the amount of cover in respect of any home on land on the plan of subdivision is to be reduced by not more than an amount calculated by dividing the amount paid under the claim by the number of homes on land in the plan of subdivision.

All references in the **Policy** to dollar amounts are inclusive of any applicable goods and services tax (GST).

Excess

1. Subject to paragraph 2 below, **you** must bear at **your** own risk:

- a) the first \$1,000 of each claim first made more than 5 years after the **Completion Date**;
- b) the first \$750 of each claim first made between 3 and 5 years after the **Completion Date**;
- c) the first \$500 of each claim first made between 1 and 3 years after the **Completion Date**; or
- d) a claim under \$500 made between 3 and 12 months after the **Completion Date**.

2. For the purposes of paragraph 1 above:

- a) a claim of \$500 or more may relate to more than one defect if the amount claimed for any one or more defects is less than \$500.
- b) The date when a claim is made is the earlier of:
 - i. the date when **you** first notify **us** of a circumstance that may give rise to a claim;
 - ii. and the date a claim is made.
- c) An excess may be applied only once in relation to:
 - i. any claim comprising more than one defect; or
 - ii. two or more claims that relate to the same defect.

Exclusions

- a) **We** will not pay if **you** are the **Owner-Builder**.
- b) **We** will not pay if **your** claim relates to a person who is excepted under the **Order**.
- c) **We** will not indemnify **you** unless **your** claim relates to an **Insurable Contract of Sale** and:
 - i. section 137B of the **Act** applies to that **Insurable Contract of Sale**; and
 - ii. **Work** was carried out on the **Dwelling** before the sale; and
 - iii. the value of the **Work** exceeded \$16,000 at the time the **Work** was carried out.
- d) **We** will not pay any claims in respect of any defect or incomplete **Domestic Building Work** that is referred to in the report to be provided to a purchaser under section 137B of the **Act**.
- e) **We** will not pay for loss or damage in respect of **Work** relating to landscaping, paving, retaining structures, driveways or fencing, with the exception of such works which:
 - i. are integral to the construction of a **dwelling**;
 - ii. require the issue of a building permit under the **Act**;
 - iii. could result in water penetration of or within a **dwelling**;
 - iv. could adversely affect health or safety;
 - v. adversely affect the structural adequacy of a **dwelling**; or
 - vi. are not completed and the **Owner-Builder** has died, become **Insolvent** or **Disappeared**.
- f) **We** will not pay for loss or damage due to fair wear and tear of the **Work**, or from **your** failure to maintain the **Work**.
- g) **We** will not pay for loss or damage incurred as a result of:
 - i. war, invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not) or civil war;



- ii. an **Act of Terrorism**;
 - iii. a nuclear reaction, nuclear radiation, radioactive contamination or nuclear weapon material;
 - iv. civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above;
 - v. risks normally insured under a policy for public liability or contract works;
 - vi. asbestos, or any materials containing asbestos in whatever form or quantity;
 - vii. an act of God or nature;
 - viii. **Your** failure to maintain appropriate protection against pest infestation or exposure to natural timbers;
 - ix. consequential loss, such as loss of rent or other income, loss of enjoyment, loss due to delay, loss of market value or depreciation, loss of opportunity, inconvenience or distress, not otherwise covered by the **Order**;
 - x. malfunction in any mechanical or electrical equipment or appliance, if **we** prove that the malfunction is not attributable to the workmanship of, or installation by the **Owner-Builder**.
- 3. If **you** give **us** written notice within 180 days after the date on which **you** first became aware, or might reasonably be expected to become aware, of the death, **Disappearance** or **Insolvency**, of the **Owner-Builder**, **we** will not rely on section 54 of the *Insurance Contracts Act 1984* (Cth) to reduce **our** liability under this **Policy**, or to reduce any amount otherwise payable in respect of a claim made by reason only of a delay in a claim being notified to **us**.
 - 4. If **you** submit a claim to **us** in writing, **we** will make a decision regarding **our** liability within 90 days of receipt of the claim. If **we** do not make a decision regarding **our** liability within 90 days then, unless **we** receive an extension of time from **you** or the **Tribunal**, **we** will be deemed to have accepted liability for the claim.
 - 5. If **you** wish to dispute **our** decision regarding **your** claim, **you** may appeal to the **Tribunal**. If **we** are given notice of proceedings before the **Tribunal**, **we** will accept findings made by the **Tribunal** as to whether any of the following events has occurred:
 - a) the non-completion of the **Work**;
 - b) an event referred to in paragraphs a) to c) under the section of the **Policy** entitled 'Our Cover'; and
 - c) if such an event has occurred, the amount of loss or damage suffered by **you** as a result of the event.
 - 6. If **you** notify **us** of a defect (the initial defect), **we** will consider **you** to have given **us** notice of every other defect to which the initial defect is directly or indirectly related, whether or not the claim in respect of the initial defect is settled.

Claims Procedure

- 1. **You** should notify **us** in writing of any facts or circumstances which may give rise to a claim as soon as reasonably practicable when **you** become aware of them.
- 2. **We** may refuse to accept a claim if it is made later than 180 days after the date on which **you** first became aware, or might reasonably be expected to have become aware, of the death, **Disappearance** or **Insolvency** of the **Owner-Builder**.
- 7. **We** will ask **you** to use **our** claim form to make a claim and to provide **us** with as many details, records and information as may be reasonably practicable, so that **we** can investigate, assess and verify **your** claim.
- 8. Upon making a claim under this **Policy**, **you** must:
 - a) comply with any reasonable direction by **us** in relation to the completion or rectification of the **Work**;



- b) not undertake or cause to be undertaken, any rectification work without notifying **us**, unless those works are reasonably necessary to prevent or minimise any further loss or damage;
 - c) provide **us**, or any builder nominated or approved by **us**, with reasonable access to the relevant building site for the purpose of inspection, rectification and completion of the **Work**. **You** may refuse to provide access to any builder nominated by **us** if **you** have reasonable grounds for doing so (such as loss of confidence in the builder); and
 - d) **We** may not reduce **our** liability to **you** by reason of **your** failure to comply with a requirement under paragraphs 8 a), b) and c) above, unless **we** can prove that **your** failure increased **our** liability under this **Policy**.
9. **You** must not make any admissions, offer, promise or payment in connection with any claim, unless **we** have provided our prior written consent (which will not be unreasonably withheld, conditioned or delayed).

Conditions

- a) **We** may not avoid this **Policy** or refuse to make or reduce any payment under this **Policy** on the grounds that:
 - i. the Owner- breached any duty of the utmost good faith;
 - ii. failed to comply with any duty to take reasonable care not to make a misrepresentation;
 - iii. made representations to **us**;
 - iv. failed to comply with a provision or requirement of the **Policy**;
 - v. prejudiced **our** interests by act or omission of any description; or
 - vi. the premium or any instalment of the premium has not been paid.
- b) **We** are entitled to recover from the **Owner-Builder** any claim paid by **us** in the circumstances referred to in paragraph a) above.
- c) If **we** pay a claim, **we** are entitled to be subrogated to **your** rights against any party in relation to the claim to the extent of the amount paid by **us**.
- d) **We** will notify the **Authority**, at the times and in the manner agreed with the Authority, in the event that:
 - i. a **Builder** is refused insurance, ceases to be eligible to renew or procure insurance or, in respect of **Domestic Building Work** performed prior to the commencement of the **Order**, fails to purchase or maintain required insurance;
 - ii. any claim under this **Policy** is settled or paid by agreement or otherwise.
- e) **You** must not limit or exclude **your** rights against a party from whom **you** might otherwise be able to recover in respect to the loss or damage. If **you** do, **our** liability to **you** is reduced to the extent **we** can no longer recover from that other party as a result of the limitation or exclusion by **you**.
- f) the cover provided by this **Policy** does not extend to an interest in the **Dwelling** that is not **your** interest. **We** will not be liable under this **Policy** to anyone except **you**.
- g) **You** must take reasonable precautions to avoid or minimise loss or damage covered by this **Policy**.
- h) **You** must comply with **your** obligations under the **Policy**. Otherwise, subject to Section 54 of the Insurance Contract Act 1984 (Cth) and the terms stated elsewhere in this **Policy**, **we** may not have to pay **your** claim(s), or **we** may reduce our liability.

How We will Communicate

- a) All communications **you** are required to give or make under this **Policy** must be sent in writing to **us**, electronically or by post.
- b) All communications **we** are required to give or make under this **Policy** will be sent in writing to **you** electronically or by post.



- c) All communications sent by post to **you** or **your** appointed agent will be deemed to have been received by **you** on the third day following the day of posting.

Jurisdiction

This **Policy** is governed by the law of Victoria. The law of Victoria includes Commonwealth legislation such as the Insurance Contracts Act 1984 (Cth). Section 54 of the Insurance Contract Act 1984 applied, or is deemed to apply, to this Policy.

THE PURPOSE OF THIS GUIDE

This Financial Services Guide (FSG) is designed to assist you in deciding whether to use any of our services and contains important information about:

- The services we offer you
- How we and our associates are paid
- Any potential conflicts of interest we may have
- What to do in the event of a complaint

RESPONSIBILITY FOR SERVICES PROVIDED

We hold an Australian Financial Services Licence and are authorised to advise and deal in the full spectrum of general insurance products.

We are responsible for the financial services provided to you, or through you to your family members, including the distribution of this FSG.

We are required to meet high standards for staff training, organisational competence, management expertise, financial control and compliance disciplines.

WHO DO WE ACT FOR

We usually act on your behalf and in your interests in all matters. Sometimes, it may be more appropriate for us to access insurance or manage claims where we act as an agent of the insurer. If and when this situation arises we will explain and highlight this to you.

OUR SERVICES AND PRODUCTS

We offer a range of services to assist you to protect your assets and guard against unexpected liabilities including reviewing and advising on your insurance needs, identifying risk factors to avoid claims and seeking competitive premium quotations

We can advise and arrange a broad range of insurances on your behalf including: Home Building and Contents, Private and Commercial Motor, Farm, Business Packages, Construction, Liability, Industrial and Professional covers.

RETAIL CLIENTS

Under the Corporations Act 2001 (The Act) Retail Clients are provided with additional protection from other clients. The Act defines Retail Clients as:

Individuals or a manufacturing business employing less than 100 people or any other business employing less than 20 people And that are purchasing the following types of insurance covers:

Motor vehicle, home building, contents, personal and domestic, sickness/accident/travel, consumer credit and other classes as prescribed by regulations.

Some of the information in this FSG only applies to Retail Clients and it is important that you understand if you are covered by the additional protection provided.

RETAIL CLIENT ISSUES

Typically we only provide General Advice to our Retail Clients. General Advice does not take into account your particular needs and requirements and you should consider the appropriateness of this advice to your circumstances prior to acting upon it. We will provide you with a General Advice Warning in such cases.

If you are a new Retail Client purchasing Personal Accident or Sickness insurance and obtain Personal Advice, that is, advice that takes into account your particular circumstances, we will give you a **Statement of Advice (SOA)**, that sets out the advice provided and the basis on which the advice is made and our remuneration should you purchase the product.

For existing Retail Clients we may not provide an SOA but rather provide the advice to you orally. In such cases you may request us to provide you with a Record of Advice (via phone or in writing) which we will provide to you within 28 days of such request.

When you ask us to recommend an insurance policy for you, we will usually only consider the policies offered by the insurance providers that we deal with regularly. In giving you advice about the costs and terms of recommended policies we have not compared those policies to other policies available, other than from those insurance providers we deal with regularly.

If we recommend the purchase of a particular financial product, we will also give you a **Product Disclosure Statement** at that time, which sets out details specific to that product and the key benefits and risks in purchasing the product.

PERSONAL INFORMATION

The Privacy Act 1988 sets out standards for the collection and management of personal information. With your consent, we will only use your personal information for general insurance services. Our Privacy Policy Statement is available free of charge upon request.

COMPLAINTS AND CONTACTS

Clients not satisfied with our services should contact our Complaints Officer. We are members of the Australian Financial Complaints Authority (AFCA), a free consumer service. Further information is available from our office, or contact AFCA directly on 1800 931 678 or visit www.afca.org.au. We also follow The Insurance Brokers Code of Practice.

You are able to contact us by phone, in writing, email or in person.

COMPENSATION

We hold a Professional Indemnity Policy. This policy is designed to pay claims by Third Parties (including our clients) arising out of our Professional Negligence. The policy extends to covers us for work done for us by representatives/employees after they cease to work for us and satisfies the requirements for compensation arrangements under Section 912B of The Act.

CONTACT AGREEMENT

To ensure that we provide you with appropriate products and services, you agree to us calling you to discuss any new products and services. If you do not wish to receive such calls please advise us and we will place you on our Do Not Call Register.

ELECTRONIC DELIVERY OF DISCLOSURE NOTICES

Please note that where possible we prefer to provide all correspondence and disclosure notices (including Financial Services Guides and Product Disclosure Statements) to you electronically, via email attachments or email links to documents/websites etc. If you have provided your email address to us we will typically use that email address for all correspondence and disclosure notices. Should you not wish to be sent disclosure documents electronically please advise us and we will update our records accordingly.

OUR SOURCES OF INCOME

When placing your insurance we usually receive a commission from the insurer. The amount varies between 0% and 27.5% of the base premium you pay. Where a policy is cancelled before the period of insurance has ended we will usually retain the commission on any return premium involved.

If you are a Retail Client and we give you Personal Advice, commission amounts will be provided in any SOA or on any relevant invoices where an SOA is not provided. When we give you General Advice, full commission information (including dollar amounts) will be provided on request.

We have a set of standard non refundable Broker Fees that we charge you for services such as:

- Market research on products available.
- Assessing the claims service of insurers.
- Sourcing alternative quotations and coverage.
- Risk analysis and portfolio co-ordination.

All fees payable for our services will be advised to you at the time of providing the advice or service.

We may receive additional remuneration from insurers with whom we have profit share or volume bonus arrangements. This remuneration is payable if we meet certain agreed sales and/or profitability targets set by the insurer. If we have profit share arrangements with an insurer that apply to a product we recommend to you, we will advise you of this at the time of making any such recommendation if the amount involved is material.

We retain the interest on premiums paid by you that are held in our trust account before paying the insurer.

If you pay by credit card we may charge a credit card fee, which is shown separately on our invoices and is non refundable. This fee covers the cost of bank charges etc. associated with such facilities.

Premium funding products enable you to pay your Invoice by installments. Premium funders do charge interest. We can arrange premium funding if you require it. We may receive a commission based on a percentage of the amount funded from the premium funder for doing so. We will tell you the basis and amount of any such payment if you ask us.

STEADFAST MEMBERSHIP

We are a Steadfast Group Limited (**Steadfast**) Network Broker. **Steadfast** has exclusive arrangements with some insurers and premium funders (**Partners**) under which **Steadfast** will receive between 0.5 – 1.5% commission for each product arranged by us with those **Partners**. **Steadfast** is also a shareholder of some **Partners**.

We may receive a proportion of any commission paid to Steadfast by its Partners at the end of each financial year (or other agreed period).

As a **Steadfast** Network Broker we have access to broker services including model operating and compliance tools, procedures, manuals and training, legal, technical, banking and recruitment advice and assistance, group insurance arrangements, product comparison and placement support, claims support and group purchasing arrangements. These member services are funded by **Steadfast**, subsidised by **Steadfast** or available exclusively to **Steadfast** Network Brokers for a fee. You can obtain a copy of **Steadfast's** FSG at www.steadfast.com.au

HOW OUR REPRESENTATIVES ARE PAID

Our representatives do not receive any benefit directly from the sale of a product to you. Our representatives may receive bonuses payable based on the overall performance of our business.

If a person has referred you to us, we may pay them a part of any fees or commission received. If you are a Retail Client and receive Personal Advice full remuneration details will be disclosed in the SOA or invoices related to the advice.

CONFLICTS OF INTEREST

As a business we have relationships with and receive income from various third parties as detailed in this FSG. For Retail Clients receiving Personal Advice, details of relationships that impact the advice will be included in any SOA or invoice documentation we send you. All material conflicts that impact our advice, that are not mentioned in this FSG, will be advised to you on the invoices related to that advice.

BuildSafe Insurance Brokers Pty Ltd

Australian Financial Services

Licence No: 279367

ACN: 84 109 623 976

FINANCIAL SERVICES GUIDE

5 Peninsula Boulevard Seaford VIC 3198

PO BOX 2294 Seaford VIC 3198

PHONE: 1300 763 016

EMAIL: info@buildsafe.com.au

WEBSITE: www.buildsafe.com.au

This FSG applies from 31/05/2021

LACK OF INDEPENDENCE

We receive commissions from the underwriters that we place your insurance with and we retain that commission to operate our business.

Certificate of Electrical Safety

Non-Prescribed Electrical Installation Work

Electricity Safety Act 1998, Electricity Safety (General) Regulations 2019

energysafe
VICTORIA

N5 0308 3436 6

CERTIFICATE OF COMPLIANCE

Responsible Person

REC registration no.	REC-30065	Telephone no.	0402249021
Name	HONAN ELECTRICAL PTY LTD		
Address	4 GUMVIEW ROAD LYNDHURST VIC 3975		

Licensed Electrical Worker

Licence no.	A44950
Name	MICHAEL HONAN

Details of Electrical Installation

Address	APARTMENT 2 8 MAURY RD CHELSEA VIC 3196		
NMI	--	Lot number (where applicable only)	--

Description of Non-Prescribed Work

Installed three new socket outlets
Relocated two socket outlets
Installed new 32A induction hotplate with isolating switch.

I, MICHAEL HONAN, who carried out the electrical installation work described above, certify that the electrical work has passed all the required tests and complies in all respects with the Electricity Safety Act 1998 and the Electricity Safety (General) Regulations.

Date of Completion

10 March 2024

Date of Certification

12 July 2024

Please note: The electrical installation work described on this certificate may be subject to audit by representatives of Energy Safe Victoria. Please visit www.esv.vic.gov.au for further information.

Energy Safe Victoria
Level 5, 4 Riverside Quay
Southbank VIC 3006

P 03 9203 9700
E info@energysafe.vic.gov.au

www.esv.vic.gov.au



Certifier's Name	Brent Quantrelle	Licence No.	45831	Compliance Cert No.	Compliance Cert PIN
				17522169	6187

INSTALLATION ADDRESS			
Site Address	8 MAURY RD		
Town/Suburb	CHELSEA	Post Code	3196

PLUMBING WORK INFORMATION		BELOW GROUND SANITARY DRAINS	
Date of completion of plumbing work	20/03/2024	'As Laid' plans lodged	
Value of plumbing work	Less than \$750	Water Authority 'Consent to Connect' number	

TYPE OF WORK		GAS METER / LPG	
Residential / Commercial	Residential	Authorisation number	

SPECIALITY DETAILS			
Modification details	X	Recreational vehicle's chassis number	
Cooling tower	X	Performance solution	X
6 Star Sustainability	X		

INSTALLATION INFORMATION
Water supply

INSTALLATION DETAILS
<p>Kitchen Renovation which included disconnection of existing sink and dishwasher.</p> <p>Installed new sink and flickmixer connecting to existing water points and waste. Re-installed existing dishwasher connecting to existing points.</p>

APPLIANCE/PRODUCT INFORMATION

DECLARATION

I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.

The plumbing work was carried out by me or under my supervision	✓
I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision	
The above compliance certificate details are correct and ready to be lodged with the VBA	✓
I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document	✓
Compliance Certificate Status	Lodged
Date Lodged	16/07/2024

IMPORTANT NOTE TO PRACTITIONERS

A misstatement of fact, including an omission, is an offence under the *Building Act 1993*.

This Compliance Certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer), then that person must give it to the consumer within five (5) days of receipt.

IMPORTANT NOTE TO CONSUMERS

Information on this Compliance Certificate has been given to the Victorian Building Authority (VBA) in accordance with the *Building Act 1993*. The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At www.vba.vic.gov.au you may view the details of this Compliance Certificate by using the Compliance Certificate number and PIN number in the top right corner of this Compliance Certificate, and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Compliance Certificate for six (6) years as evidence of your cover.

From www.planning.vic.gov.au at 10 July 2024 02:24 PM

PROPERTY DETAILS

Address: **2/8 MAURY ROAD CHELSEA 3196**
 Lot and Plan Number: **Lot 1 PS714561**
 Standard Parcel Identifier (SPI): **1\PS714561**
 Local Government Area (Council): **KINGSTON**
 Council Property Number: **521356**
 Planning Scheme: **Kingston**
 Directory Reference: **Melway 97 B2**

www.kingston.vic.gov.au

[Planning Scheme - Kingston](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **South East Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
 Legislative Assembly: **MORDIALLOC**

OTHER

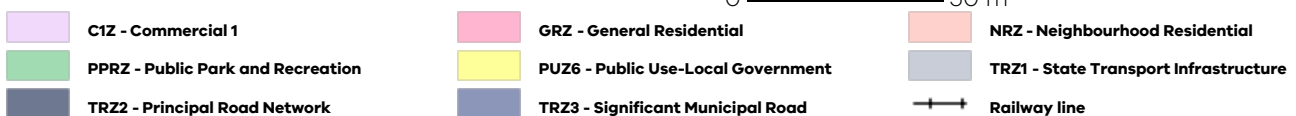
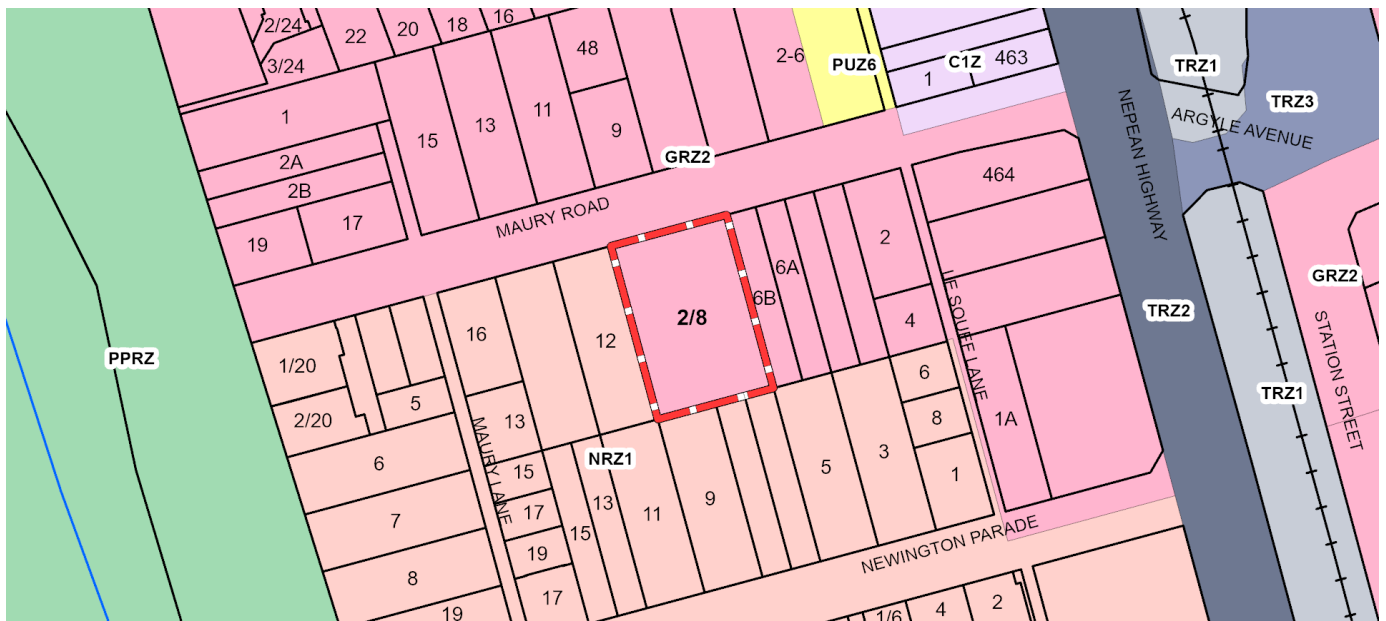
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 2 \(GRZ2\)](#)



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

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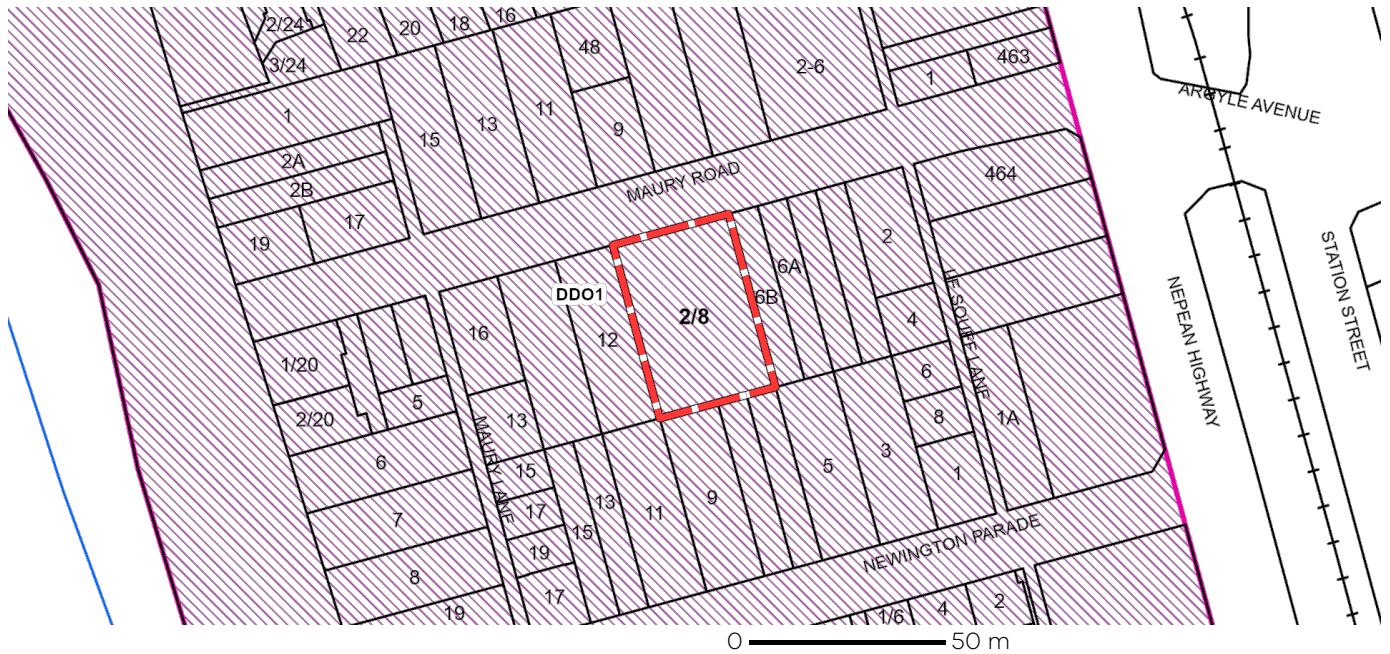
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

Planning Overlays

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

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 \(DDO1\)](#)



DDO - Design and Development Overlay **Railway line**

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

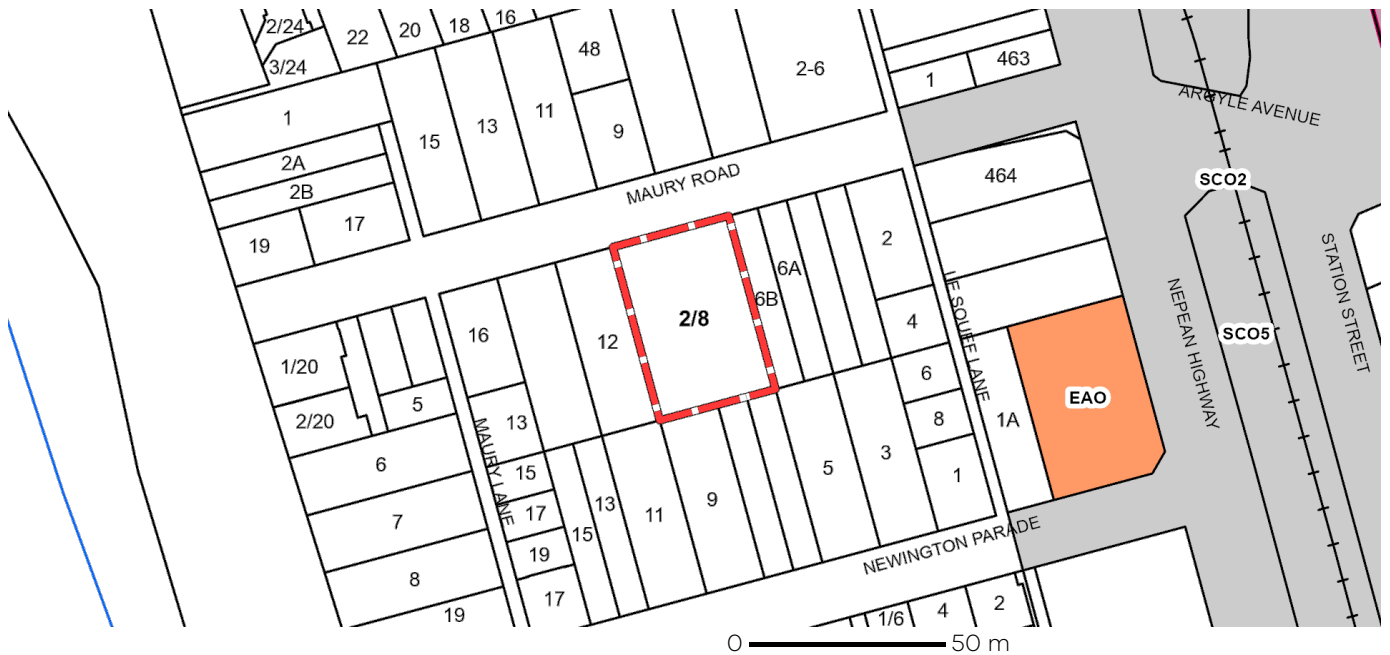
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

[SPECIFIC CONTROLS OVERLAY \(SCO\)](#)



EAO - Environmental Audit Overlay **HO - Heritage Overlay** **SCO - Specific Controls Overlay**

Railway line

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

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Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.

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

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

Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

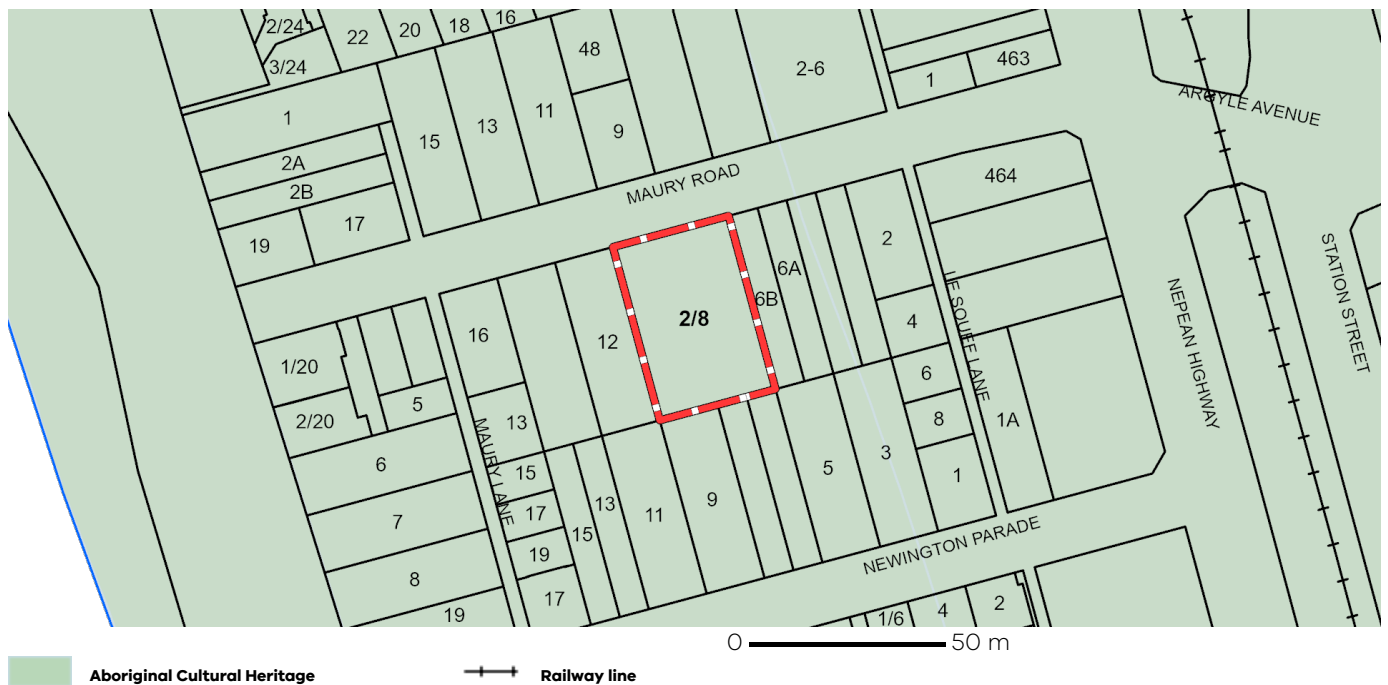
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <http://www.aav.nrms.net.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.aboriginalvictoria.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 26 June 2024.

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

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

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

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

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

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

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

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

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

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

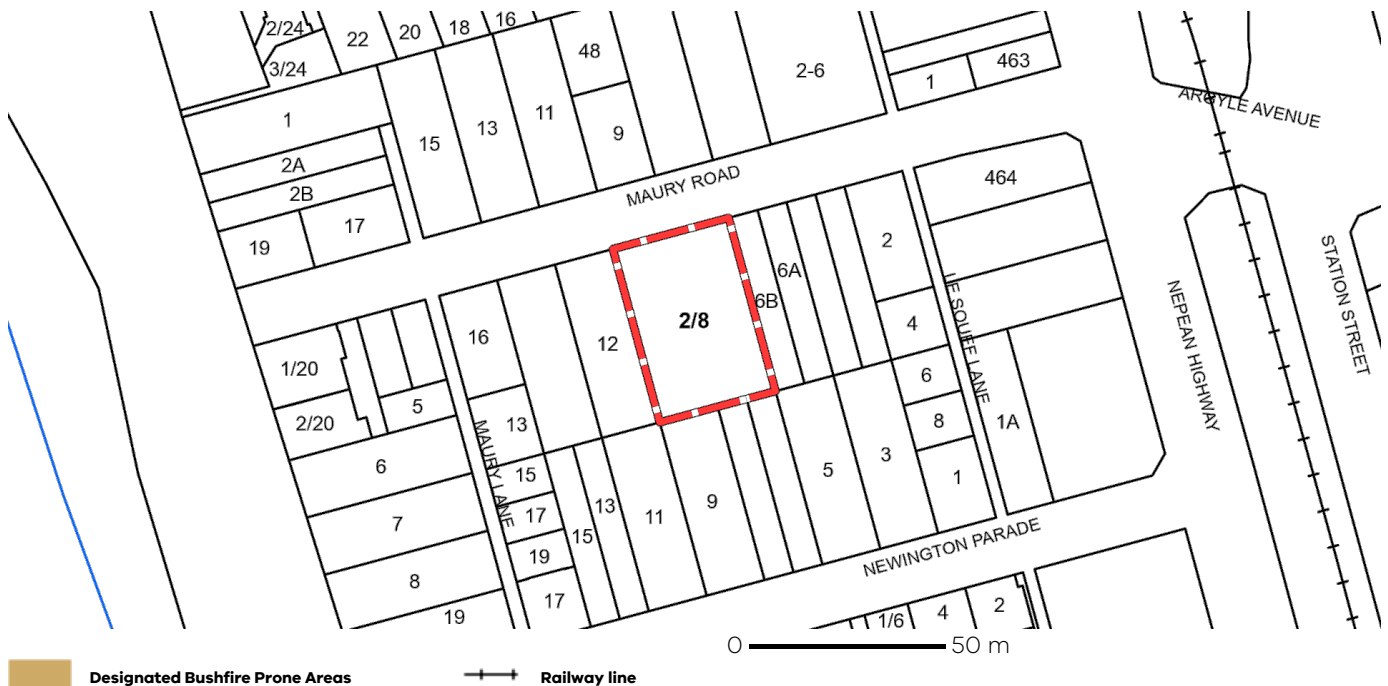
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

PROPERTY DETAILS

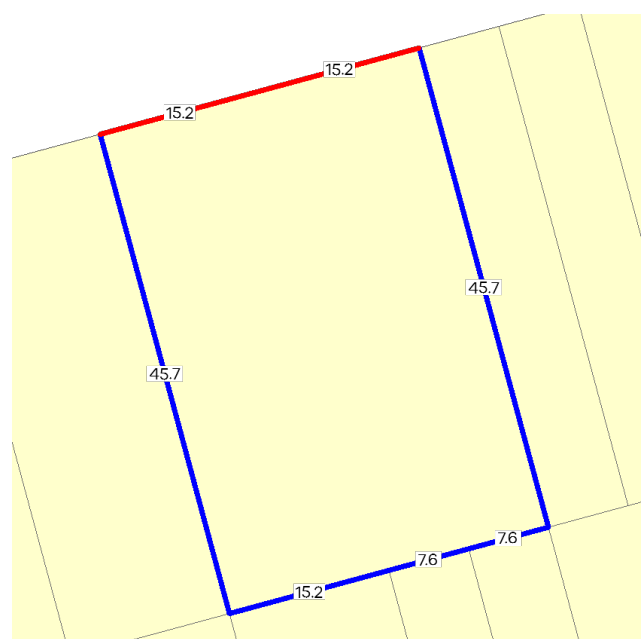
Address: **2/8 MAURY ROAD CHELSEA 3196**
Lot and Plan Number: **Lot 1 PS714561**
Standard Parcel Identifier (SPI): **1\PS714561**
Local Government Area (Council): **KINGSTON**
Council Property Number: **521356**
Directory Reference: **Melway 97 B2**

www.kingston.vic.gov.au

Note: There are 17 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 1394 sq. m

Perimeter: 152 m

For this property:

— Site boundaries
— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **South East Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

Legislative Council: **SOUTH-EASTERN METROPOLITAN**
Legislative Assembly: **MORDIALLOC**

PLANNING INFORMATION

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

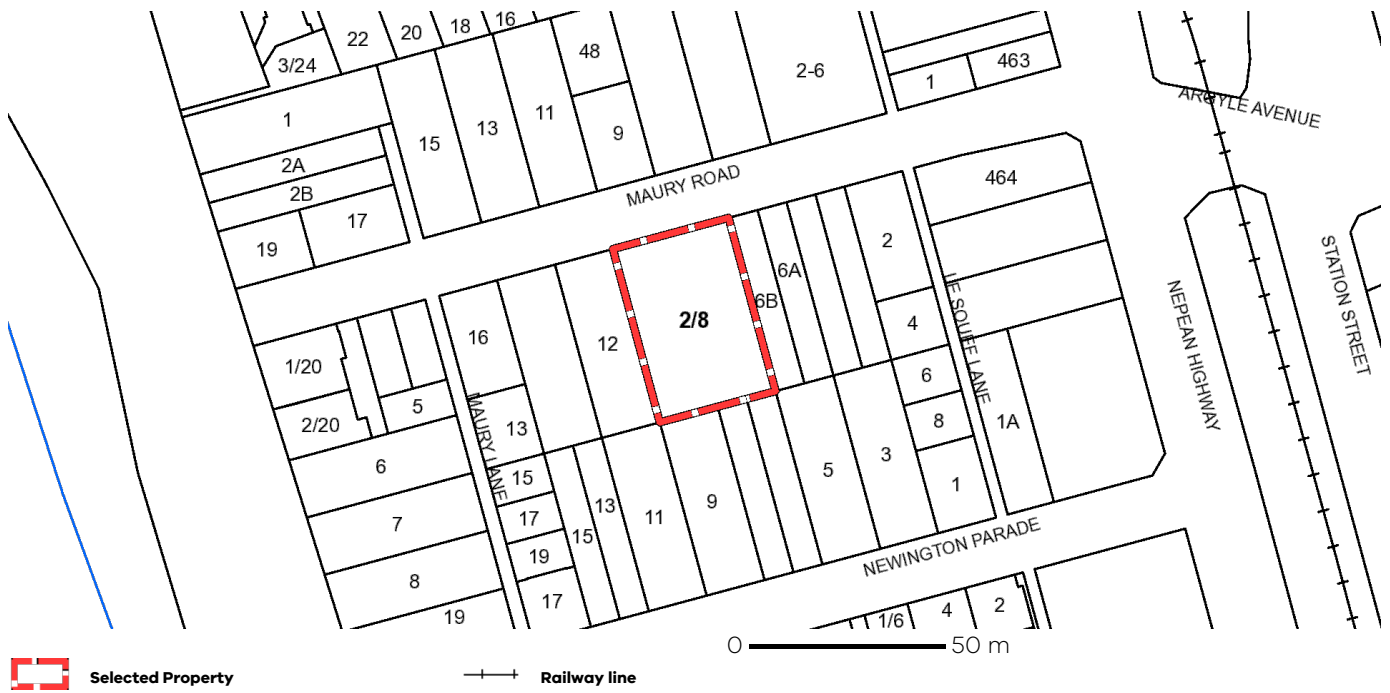
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

Area Map



Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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