

CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

Property Address: Unit 217 6 Clarkson Court CLAYTON VIC 3168

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

The terms of this contract are contained in the:

- * Particulars of sale; and
- * Special conditions, if any; and
- * General conditions -

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the Section 32 Statement required to be given by a Vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of the Act; and
- a copy of the full terms of this contract.

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/...../20.....

Print name of person signing:

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

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

SIGNED BY THE VENDOR on/...../20.....

Print name of person signing JULIUS KURNIADI JONG and DEVIN KURNIADI

State nature of authority if applicable (e.g. 'director', 'attorney under power of attorney')

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
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 or within 3 clear business days **before or after** a publicly advertised auction; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor have previously signed a contract for the sale of the same land in substantially the same terms; or
- you are an estate agent or a corporate body.

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)
Sale of Land Act 1962

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Xynergy Realty
19 Station Street OAKLEIGH VIC 3166

Tel: Fax: Ref: Junius Tjetje Email: Junius.Tjetje@xynergy.com.au

VENDOR

JULIUS KURNIADI JONG and DEVIN KURNIADI

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

EASY LINK CONVEYANCING
of 328 Main Road East, St Albans 3021

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-24/32961 Email:
settlement2@easylinkconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 7 & 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
11619/346	201C	PS 711384P

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:
Unit 217 6 Clarkson Court Clayton Vic 3168

GOODS SOLD WITH THE LAND
(general condition 6.3(f))

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

PAYMENT

Price	\$		
Deposit	\$	by	
Balance	\$	(of which \$	has been paid)
		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)

The price includes GST (if any) unless the words '**plus GST**' appear in this box:

If this is a sale of a 'farming business' or 'going concern' then add the words '**Farming business**' or '**going concern**' in this box:

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box:

SETTLEMENT (general condition 17 & 26.2)

Is due on

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

- the above date; or
- 14 days 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 words '**subject to lease**' appear in this box:

in which case refer to general condition 5.1.

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

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

Lease for a term ending.....with.....option to renew, each of..... years

TERMS CONTRACT (general condition 30)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 30 and add any further provisions by way of special conditions:

LOAN (general condition 20) – **NOT APPLICABLE AT AUCTION**

The following details apply if this contract is subject to a loan being approved:

Lender:

Loan amount: \$

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

This contract does not include any special conditions unless the words 'Special conditions' appear in this box:

SPECIAL CONDITIONS

If the contract is subject to 'special conditions', then particulars of the special conditions are as follows.

1. Purchaser's inspection and investigation.

- 1.1. The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:
 - 1.1.1 Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.
 - 1.1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.
 - 1.1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and
 - 1.1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.
 - 1.1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

WARRANTY BY VENDOR

- 1.2 The Vendor gives no warranty:
 - 1.2.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.
 - 1.2.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use
 - 1.2.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations
 - 1.2.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.
- 1.3 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering this Contract.

CLAIMS BY PURCHASER

- 1.4 The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:
 - 1.4.1 any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.
 - 1.4.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.
 - 1.4.3 The nature of quality and classification of the soil and subsoil of the land.
 - 1.4.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

2. Nomination

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable 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.
- 2.2 The nominee must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to the nomination request.

3. Extension/Variation request

The Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred due to each extension or variation to the finance approval date, deposit payment due date, or settlement date, as requested by the Purchaser and consented to by the Vendor. This payment is payable at the time of settlement for each request made.

4. Rescheduled Settlement

- 4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.
- 4.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of \$220.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.

5. Adjustments

- 5.1 The Purchaser is responsible for ensuring the Statement of Adjustments and all relevant certificates are prepared by their representative and delivered to the Vendor's representative no later than 3 business days preceding the settlement date
- 5.2 Should there be a delay by the Purchaser in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the Contract. As a result of this default, the Purchaser will incur an administration fee of \$220.00 (inclusive of GST) payable to the Vendor's representative for the delay.

6. Duties Form

- 6.1 The Duties Form must be completed and provided to the vendor's conveyancer no later than 5 business days prior to the settlement date.
- 6.2 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and must pay to the Vendor's representative an administration fee of \$220.00 (inclusive of GST).
- 6.3 If any requests for amendments in the Duties Form made within 3 business days of the settlement date that require the parties to re-sign, the Purchaser must pay to the Vendor's representative an administration fee of \$110.00 (inclusive of GST) for each amendment.

7. Default not remedied

General conditions 35.4 of the contract of sale is added:

Should the settlement be not completed on the due date by the purchaser, the purchaser will be liable for Vendor's losses including but not limited to:

- 7.1 Interests on any loan secured on the property from the original settlement date until the property can settle.
- 7.2 Penalties, interest, and charges incurred as a result of not being settle a purchase of another property; and
- 7.3 Any extra costs involved accommodation costs; storage costs incurred by the Vendor.

8. Amendments

General Condition 6.1 is amended by deleting the words "in the month and year set out the header of this page" and adding the word "latest" which reads as follows "The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the latest form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd".

9. 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.

10. 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.

Contract of Sale of Land - 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 nominate a substitute or additional transferee, 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 in the header 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.

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

- (a) to the vendor's licensed estate agent; or
- (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
- (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

- (a) must not exceed 10% of the price; and
- (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.However, unless otherwise agreed:
 - (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

16.2 In this general condition:

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

- 18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic 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 lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgment network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor’s subscriber or, if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract, and
- give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser’s nominee on notification by the electronic lodgment network operator of settlement.

19. GST

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

settlement on the property.

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

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

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

19.7 In this general condition:

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

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

payment of the amount.

25. GST WITHHOLDING

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

25.10 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

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

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service'

have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, of

and of

being the **Sole Director / Directors** of 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:	JULIUS KURNIADI JONG and DEVIN KURNIADI
Property:	Unit 217 6 Clarkson Court CLAYTON VIC 3168

VENDORS REPRESENTATIVE
EASY LINK CONVEYANCING

Shop
328 Main Road East
ST ALBANS VIC 3021

Tel: 03 9364 1133
Fax: 03 9364 0022
Email: settlement2@easylinkconveyancing.com.au

Ref: HN-24/32961

SECTION 32 STATEMENT
UNIT 217 6 CLARKSON COURT CLAYTON VIC 3168

32A FINANCIAL MATTERS

Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) including any water usage, sewerage disposal charges or other charges based on a user pay system.

- (a) Their total does not exceed: \$5,000.00 plus Owners Corporation fee(s)
- (b) The Purchaser may also become liable for State Land Tax depending on the use to which the property is put and other properties owned by the purchaser.
- (c) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:
-Not Applicable

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -Not Applicable
- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-
Not Applicable

32C LAND USE

(a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

This land is not in a designated bushfire- prone area under section 192A of the Building Act 1993.

SECTION 32 STATEMENT
UNIT 217 6 CLARKSON COURT CLAYTON VIC 3168

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: MONASH PLANNING SCHEME
Responsible Authority: MONASH CITY COUNCIL
Zoning: GRZ General Residential Zone
Planning Overlay/s: See attached certificates

32D NOTICES

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

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

SECTION 32 STATEMENT
UNIT 217 6 CLARKSON COURT CLAYTON VIC 3168

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	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) In the case of land under the *Transfer of Land Act 1958* a copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.
- (b) In any other case, a copy of -
 - (i) the last conveyance in the Chain of Title to the land; or
 - (ii) any other document which gives evidence of the Vendors title to the land.
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copies of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land that is subject to a subdivision -
 - (i) a copy of the Plan of Subdivision which has been certified by the relevant municipal council (if the Plan of Subdivision has not been registered), or
 - (ii) a copy of the latest version of the plan (if the Plan of Subdivision has not been certified).
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988* -
 - (i) if the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) details of any requirements in a Statement of Compliance relating to the stage in which the land is included that have not been complied with; and
 - (iii) details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) a statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) In the case of land that is subject to a subdivision and in respect of which a further plan within the meaning of the *Subdivision Act 1988* is proposed -
 - (i) if the later plan has not been registered, a copy of the plan which has been certified by the relevant municipal council; or
 - (ii) if the later plan has not yet been certified, a copy of the latest version of the plan.

SECTION 32 STATEMENT
UNIT 217 6 CLARKSON COURT CLAYTON VIC 3168

DATE OF THIS STATEMENT

	/		/20	
--	---	--	-----	--

Name of the Vendor

JULIUS KURNIADI JONG and DEVIN KURNIADI

Signature/s of the Vendor

x

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

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

DATE OF THIS ACKNOWLEDGMENT

	/		/20	
--	---	--	-----	--

Name of the Purchaser

--

Signature/s of the Purchaser

x

Material Facts - Sale of Land Act 1962 - Section 12(d)

A "material fact" is a fact that a possible purchaser would care about when deciding whether or not to buy land, or that could make a purchaser decide to buy land at a certain price. It's important for the seller or agent to tell potential purchasers anything important about the property that they might not know, even after looking at it. This is to make sure that the deal is fair and transparent.

Please respond to the following queries in accordance with Section 12(d) of the Sale of Land Act of 1962:

1. Tests or investigations in the past have shown (or the vendor or agent already knows about) a problem with the building's structure, a termite infestation, combustible cladding, asbestos (including loose-fill asbestos insulation), or contamination from the land's prior use;
☐ **Yes** / ☒ **No**. If Yes, please specify:
2. The underlying cause of an obvious physical defect is not easy to see during the inspection (for example, a big crack in a wall would be obvious to a purchaser during the inspection, but the reason for the crack, like bad stumping, might not be);
☐ **Yes** / ☒ **No**. If Yes, please specify:
3. There has been a significant event at the property, including a flood, or a bushfire;
☐ **Yes** / ☒ **No**. If Yes, please specify:
4. There is a history of pesticide use in the event the property had been used for horticulture or other agricultural purposes
☐ **Yes** / ☒ **No**. If Yes, please specify:
5. There are restrictions on vehicular access to a property that are not obvious during a property inspection (such as truck curfews or where access is via an easement that is not apparent on the Certificate of Title or plans);
☐ **Yes** / ☒ **No**. If Yes, please specify:
6. Facts about the neighbourhood around the property that might not be obvious at first inspection, such as sinkholes, surface subsidence, or plans for development, that are likely to affect how the property is used and enjoyed more than the usual disturbances and inconvenient things that come with living on land of this kind and in this area;
☐ **Yes** / ☒ **No**. If Yes, please specify:
7. Building work or other work done without a required building permit, planning permit or that is otherwise illegal;
☐ **Yes** / ☒ **No**. If Yes, please specify:
8. The property, either now or in the past, has been the site of a serious crime or an event that might cause long-term risks to the health and safety of the people living there, such as: extreme violence such as a homicide
 - use for the manufacture of substances such as methylamphetamine, or
 - a defence or fire brigade training site involving the use of hazardous materials.☐ **Yes** / ☒ **No**. If Yes, please specify:
9. Enhancements or improvements made to a property such as renovations, substantial repairs, etc.
☐ **Yes** / ☒ **No**. If Yes, please specify:
10. Any other specific facts known by the vendor (or the vendor's agent, including an estate agent) to be important to a specific purchaser;
☐ **Yes** / ☒ **No**. If Yes, please specify:

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

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

VOLUME 11619 FOLIO 346

Security no : 124116556873A
Produced 11/07/2024 04:10 PM

LAND DESCRIPTION

Lot 201C on Plan of Subdivision 711384P.
PARENT TITLE Volume 11607 Folio 353
Created by instrument PS711384P Stage 3 03/12/2015

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
JULIUS KURNIADI JONG
DEVIN KURNIADI both of 16 /8 GRANDSTAND PARADE ZETLAND NSW 2017
AM468930P 12/01/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM468931M 12/01/2016
AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

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

DIAGRAM LOCATION

SEE PS711384P FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 217 6 CLARKSON COURT CLAYTON VIC 3168

ADMINISTRATIVE NOTICES

NIL

eCT Control 16165A AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED
Effective from 22/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS711384P
OWNERS CORPORATION 2 PLAN NO. PS711384P

DOCUMENT END

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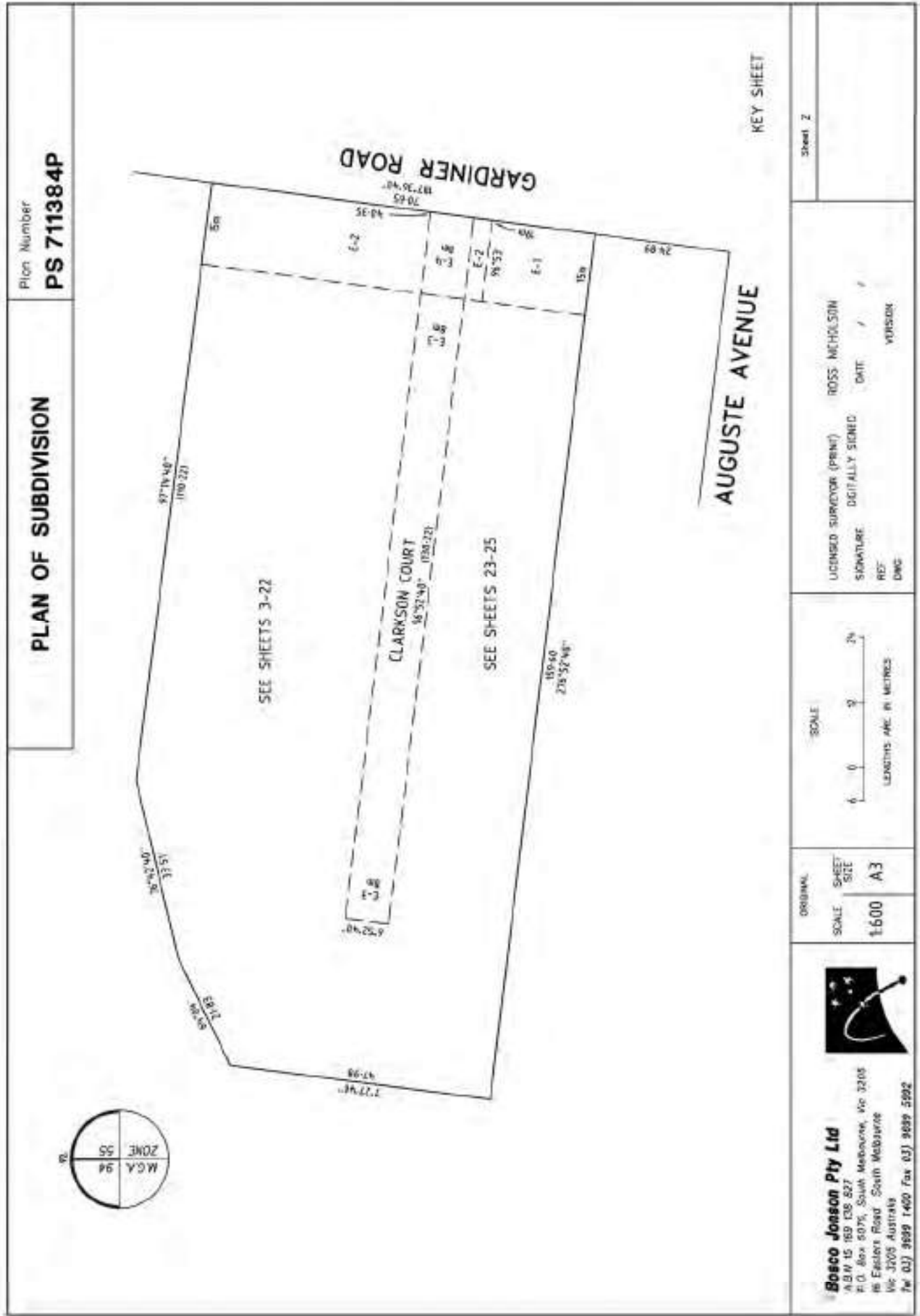
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Document Identification	PS711384P
Number of Pages (excluding this cover sheet)	28
Document Assembled	11/07/2024 16:10

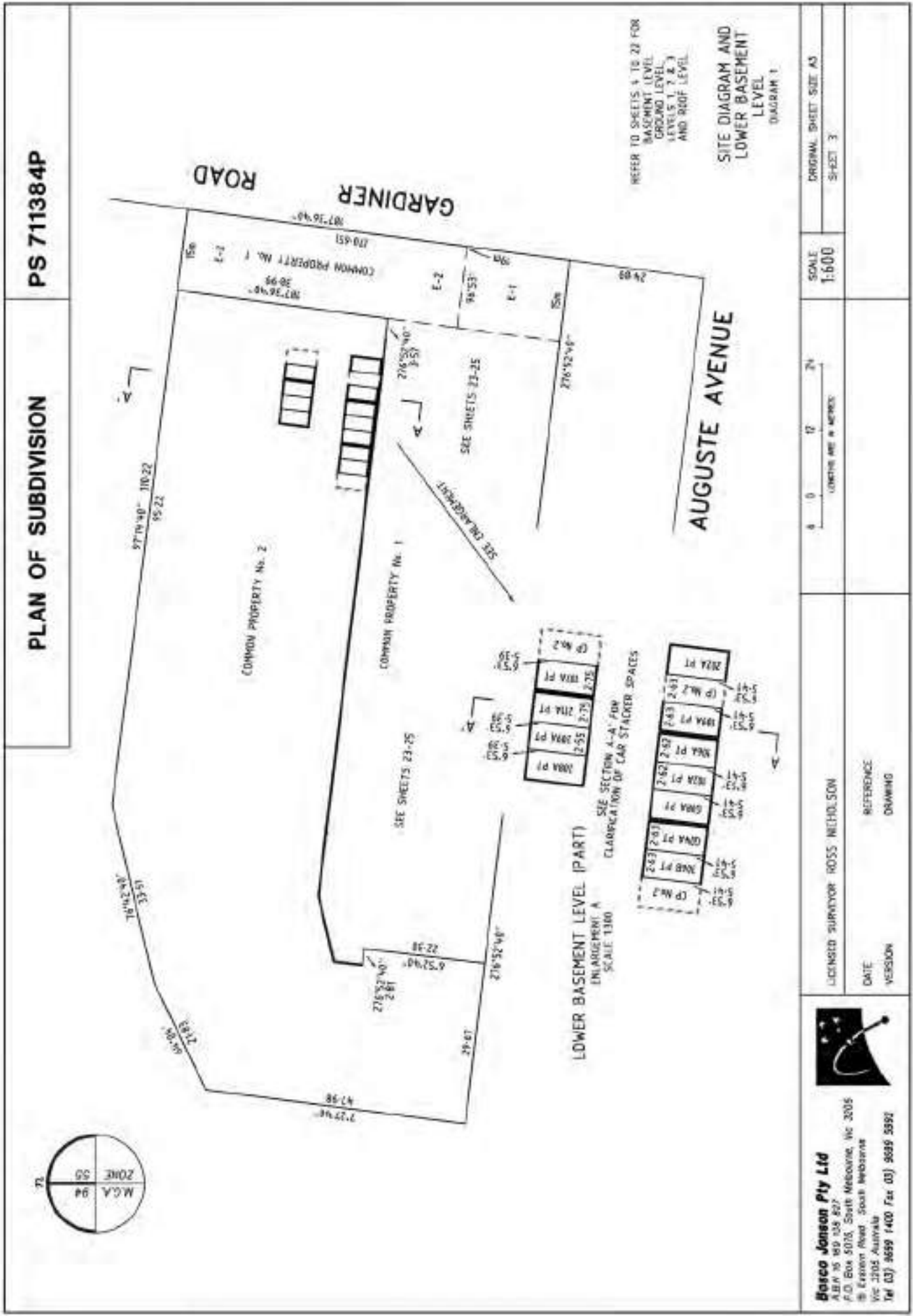
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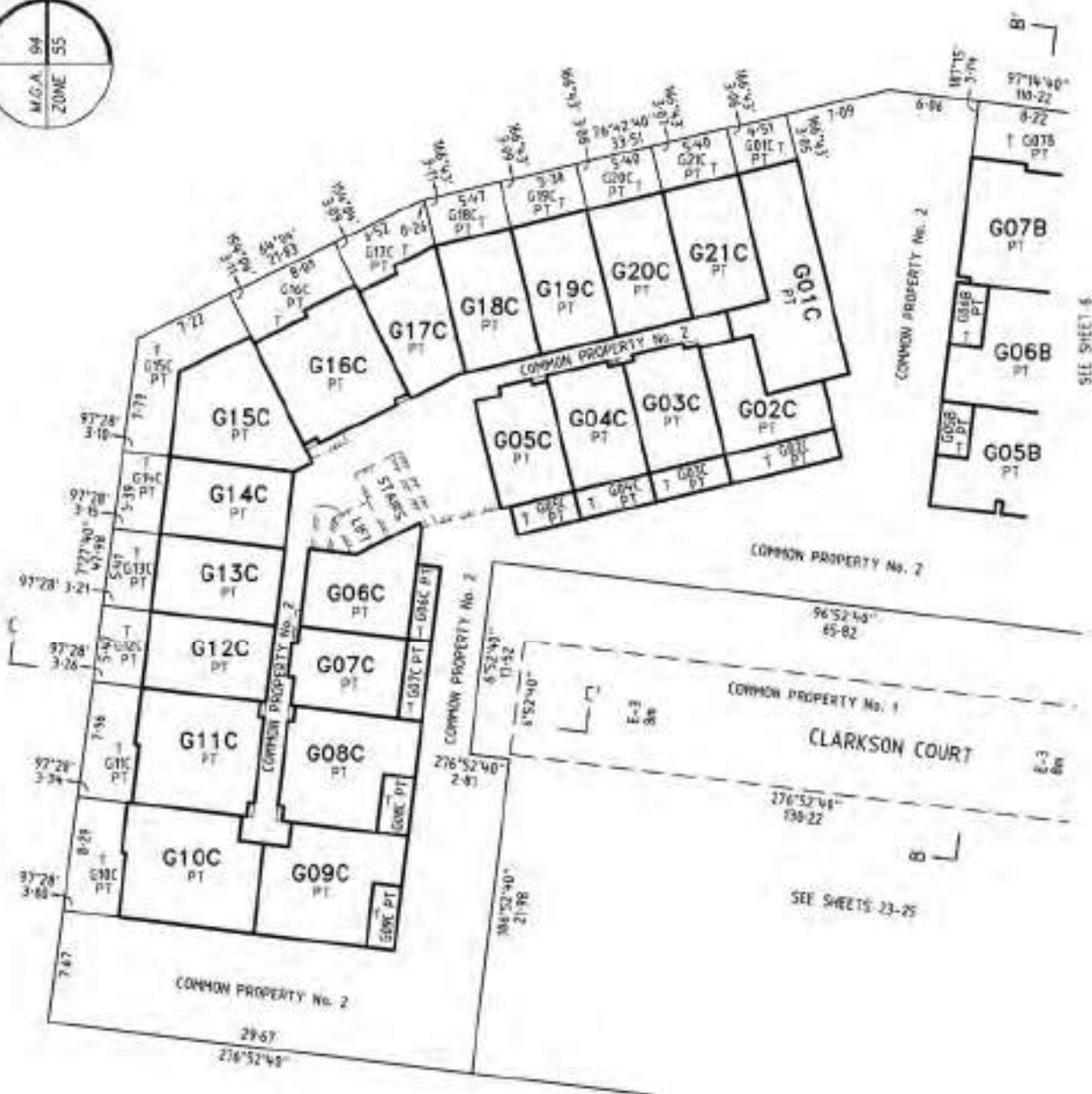
PLAN OF SUBDIVISION		EDITION 3	PS 711384P						
<p>LOCATION OF LAND</p> <p>PARISH: MULGRAVE</p> <p>TOWNSHIP: —</p> <p>SECTION: —</p> <p>CROWN ALLOTMENT: —</p> <p>CROWN PORTION: 18 (PART)</p> <p>TITLE REFERENCE: VOL 11271 FOL 520</p> <p>LAST PLAN REFERENCE: LOT 2 ON PS624568H</p> <p>POSTAL ADDRESS: 1A GARDINER ROAD, (at time of subdivision) CLAYTON, 3168</p> <p>MGA 94 CO-ORDINATES: E 335 300 Zone: 55 (approx. centre of land in plan) N 5 803 180</p>		MONASH CITY COUNCIL							
VESTING OF ROADS AND/OR RESERVES		NOTATIONS							
IDENTIFIER	COUNCIL/BODY/PERSON	<p>STAGING: This is not a staged subdivision Planning Permit No. —</p> <p>DEPTH LIMITATION: DOES NOT APPLY</p> <p>SURVEY: This plan is based based on survey This survey has been connected to permanent marks no(s) — in Proclaimed Survey Area No. — BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS EXTERIOR FACE, BOUNDARIES MARKED AS 'E' MEDIAN BOUNDARIES MARKED AS 'M' INTERIOR FACE: ALL OTHER BOUNDARIES COMMON PROPERTY No. 2 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS & COMMON PROPERTY No. 1 AND INCLUDES THE WALLS, FLOORS, SLABS & CEILINGS THAT DEFINE BOUNDARIES (EXCEPT THOSE MARKED 'E' & 'M') FOR LAND AFFECTED BY COMMON PROPERTY No. 2, ALL SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No. 2</p>							
<p>CLARKSON COURT SHOWN BY EASEMENTS E-3 AND E-4 IS A PRIVATE ROAD</p> <p>----- DENOTES EASEMENT --- --- DENOTES STRUCTURE (NON BOUNDARY)</p> <p>1 - TERRACE B - BALCONY P - PROJECTION OF UNDERSIDE OF CEILING</p> <p>CP No.1 - COMMON PROPERTY No. 1 CP No.2 - COMMON PROPERTY No. 2</p>	<p>NL</p>								
EASEMENT INFORMATION									
Easements & Rights Implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.									
<p>LEGEND: E - Encumbering Easement, Condition is Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement</p>									
SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN						
E-1	WATER SUPPLY MCP AA195 APPLIES	SEE DIAG	PS624567Q						
E-2&E-4	WATER SUPPLY MCP AA195 APPLIES	SEE DIAG	PS624568H						
E-3&E-4	CARRIAGEWAY LIMITED IN DEPTH TO SITE LEVEL	SEE DIAG	THIS PLAN						
		LOTS TH11 - TH17 (B.I.) & COMMON PROPERTY No.1 (PT) ON THIS PLAN							
<p>Bosco Janson Pty Ltd ABN 15 168 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road, South Melbourne Vic 3204 Australia Tel (03) 9699 1400, Fax (03) 9699 2092</p> 		<p>LICENSED SURVEYOR ROSS NICHOLSON</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 2px;">DATE</td> <td style="width: 33%; padding: 2px;">REFERENCE</td> <td style="width: 34%; padding: 2px;">ORIGINAL SHEET SIZE A3</td> </tr> <tr> <td style="padding: 2px;">VERSION</td> <td style="padding: 2px;">DRAWING</td> <td style="padding: 2px;">SHEET 1 OF 27 SHEETS</td> </tr> </table>		DATE	REFERENCE	ORIGINAL SHEET SIZE A3	VERSION	DRAWING	SHEET 1 OF 27 SHEETS
DATE	REFERENCE	ORIGINAL SHEET SIZE A3							
VERSION	DRAWING	SHEET 1 OF 27 SHEETS							
		<p>THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN</p>							





PLAN OF SUBDIVISION

PS 711384P



SEE SHEET 4 (GROUND LEVEL) FOR DEFINITION OF COMMON PROPERTY No. 1 & EASEMENTS AT THIS LEVEL

GROUND LEVEL (PART)
ENLARGEMENT B

Bosco Jonson Pty Ltd
A.B.N 15 169 136 827
P.O. Box 5075, South Melbourne, Vic 3205
46 Eastern Road, South Melbourne
Vic 3205 Australia
Tel (05) 9601 1400 Fax (05) 8609 5932



LICENSED SURVEYOR ROSS NEHOLSON

SCALE
1:300

1 0 6 12
LENGTHS ARE IN METRES

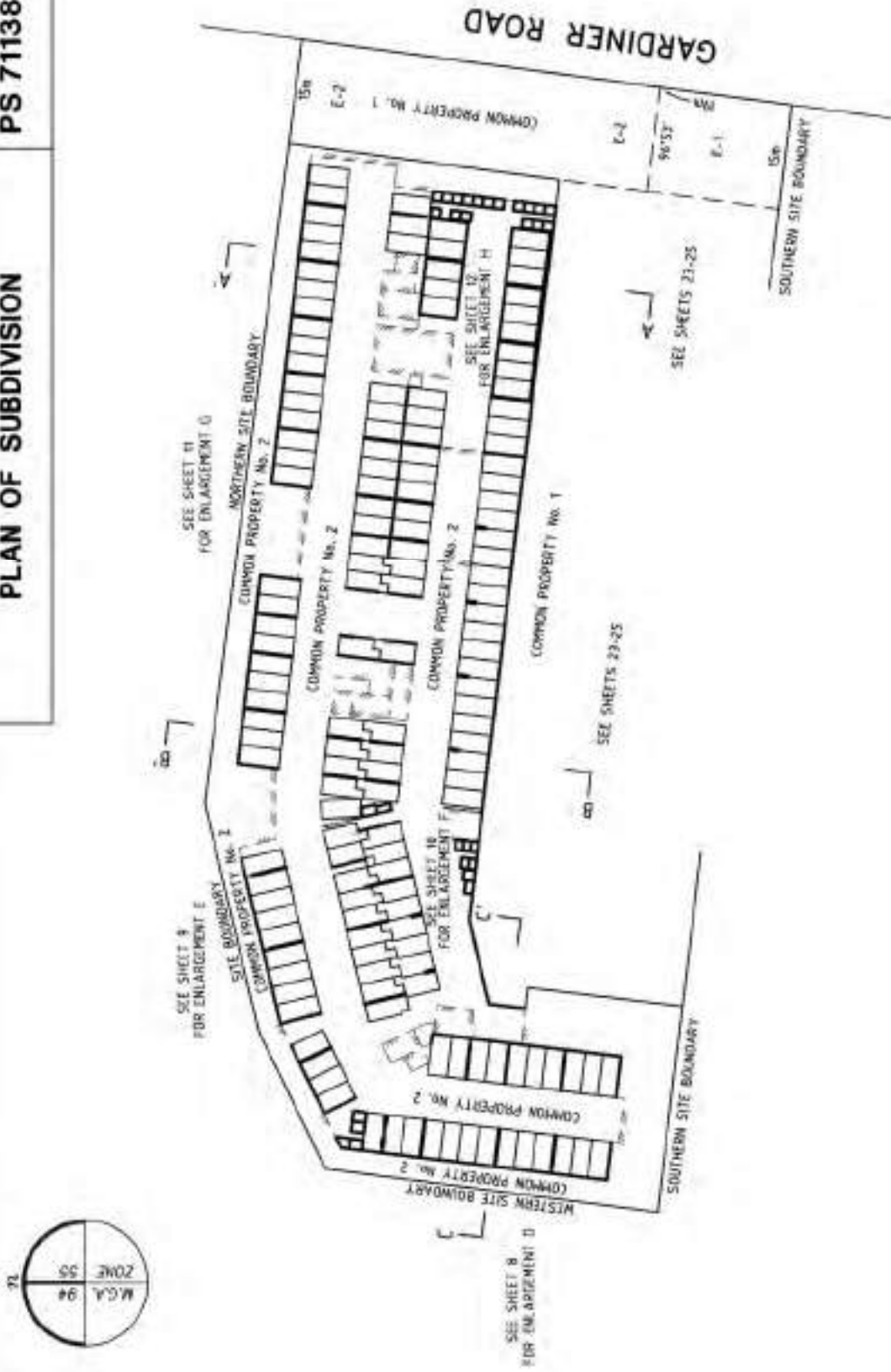
DATE
VERSION

REFERENCE
DRAWING

ORIGINAL SHEET SIZE A3
SHEET 5

PLAN OF SUBDIVISION

PS 711384P



SEE SHEET 3 (LOWER BASINMENT LEVEL) FOR DEFINITION OF COMMON PROPERTY No. 1 & EASEMENTS AT THIS LEVEL.

BASEMENT LEVEL
DIAPHRAM 3

Basco Janson Pty Ltd

ABW 15 159 128 827
P.O. Box 5075, Sturt Meadows, Vic 3205
15 Eastern Road, South Melbourne
Vic 3205 Australia
Tel 03 9659 1400 Fax 03 9659 5592



LICENCED SURVIVOR ROSS NICHOLSON

DATE	REFERENCE
VERSION	DRAWING

UNITED STATES OF AMERICA

SCALE
1:600

ORIGINAL SHEET SIZE A3

PLAN OF SUBDIVISION

PS 711384P



SEE SHEET 4 (GROUND LEVEL) FOR DEFINITION OF COMMON PROPERTY No. 1 & EASEMENTS AT THIS LEVEL

LEVEL 1 (PART)
ENLARGEMENT 1

Bosco Jonson Pty Ltd

A.B.N 15 169 136 827
P.O. Box 5075, South Melbourne, Vic 3205
46 Eastern Road, South Melbourne
Vic 3205 Australia
Tel (03) 9601 1401 Fax (03) 9601 5932



LICENSED SURVEYOR ROSS NEHOLSON

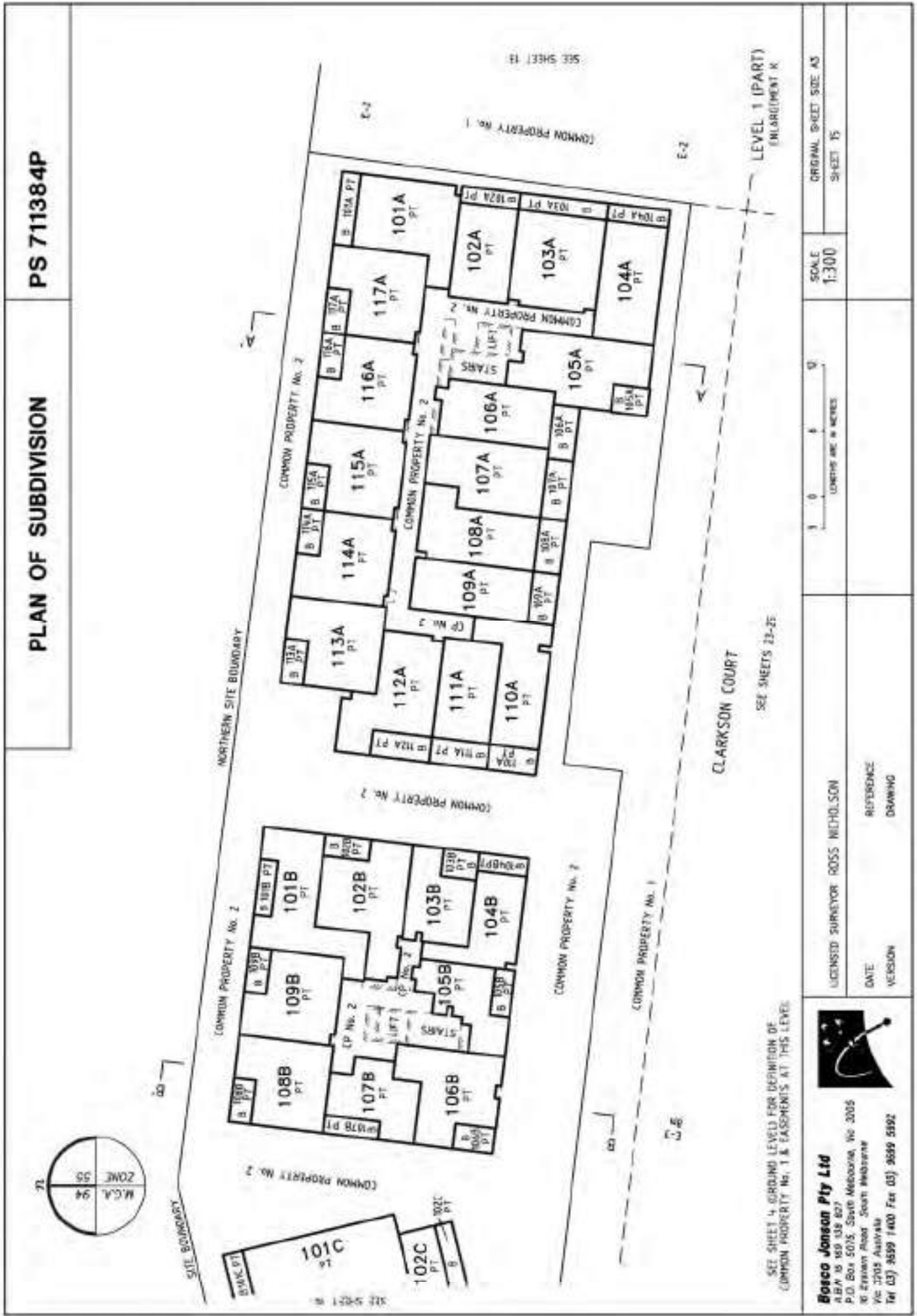
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LENGTHS ARE IN METRES

DATE
VERSION

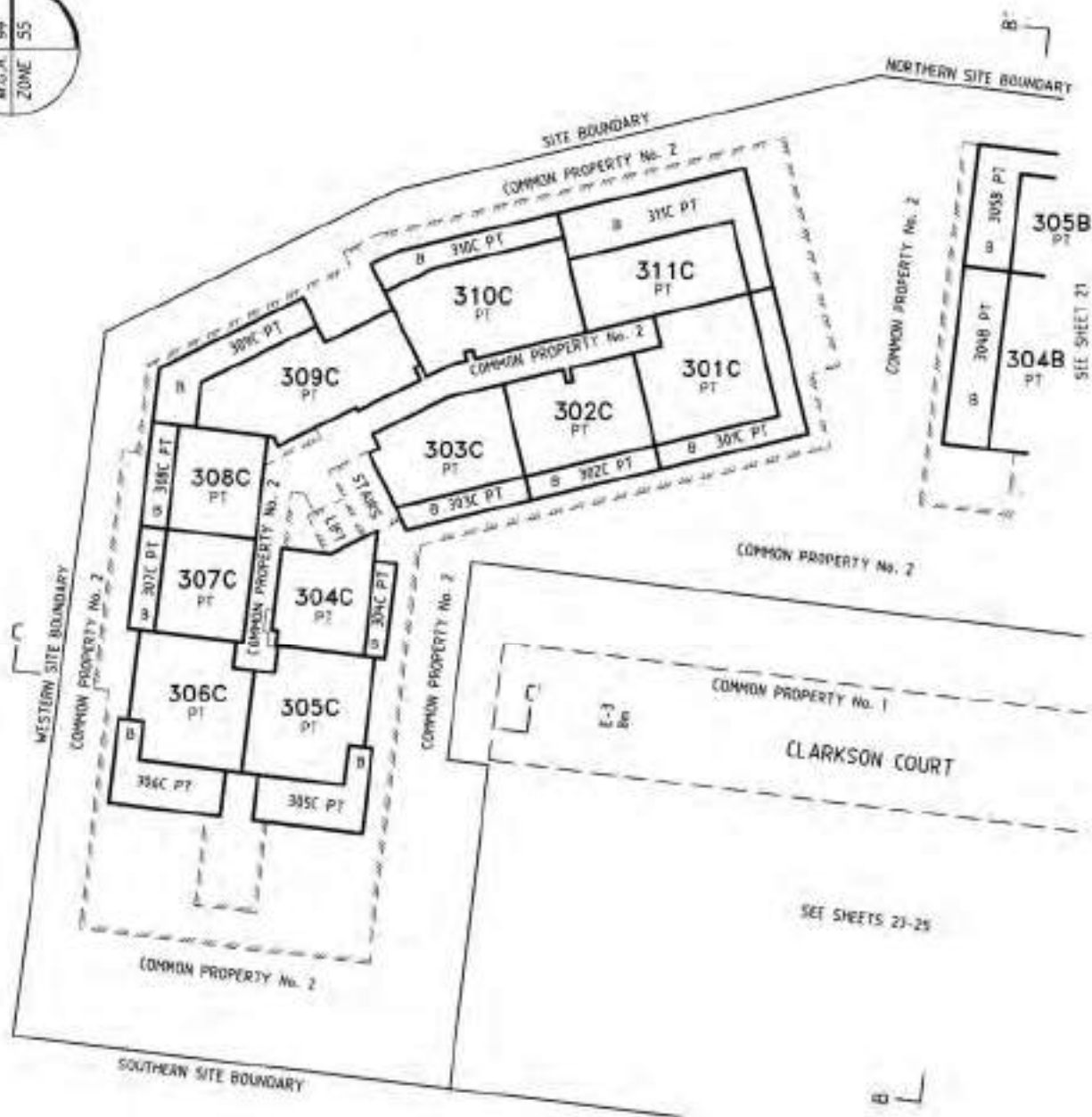
REFERENCE
DRAWING

ORIGINAL SHEET SIZE A3
SHEET 14



PLAN OF SUBDIVISION

PS 711384P



SEE SHEET 4 (GROUND LEVEL) FOR DEFINITION OF COMMON PROPERTY No. 1 & EASEMENTS AT THIS LEVEL

LEVEL 3 (PART)
ENLARGEMENT N

Bosco Jonson Pty Ltd

A.B.N 15 169 136 827
P.O. Box 5076, South Melbourne, Vic 3205
76 Eastern Road, South Melbourne
Vic 3205 Australia
Tel (05) 9601 1430 Fax (03) 8699 5932



LICENSED SURVEYOR ROSS NEHOLSON

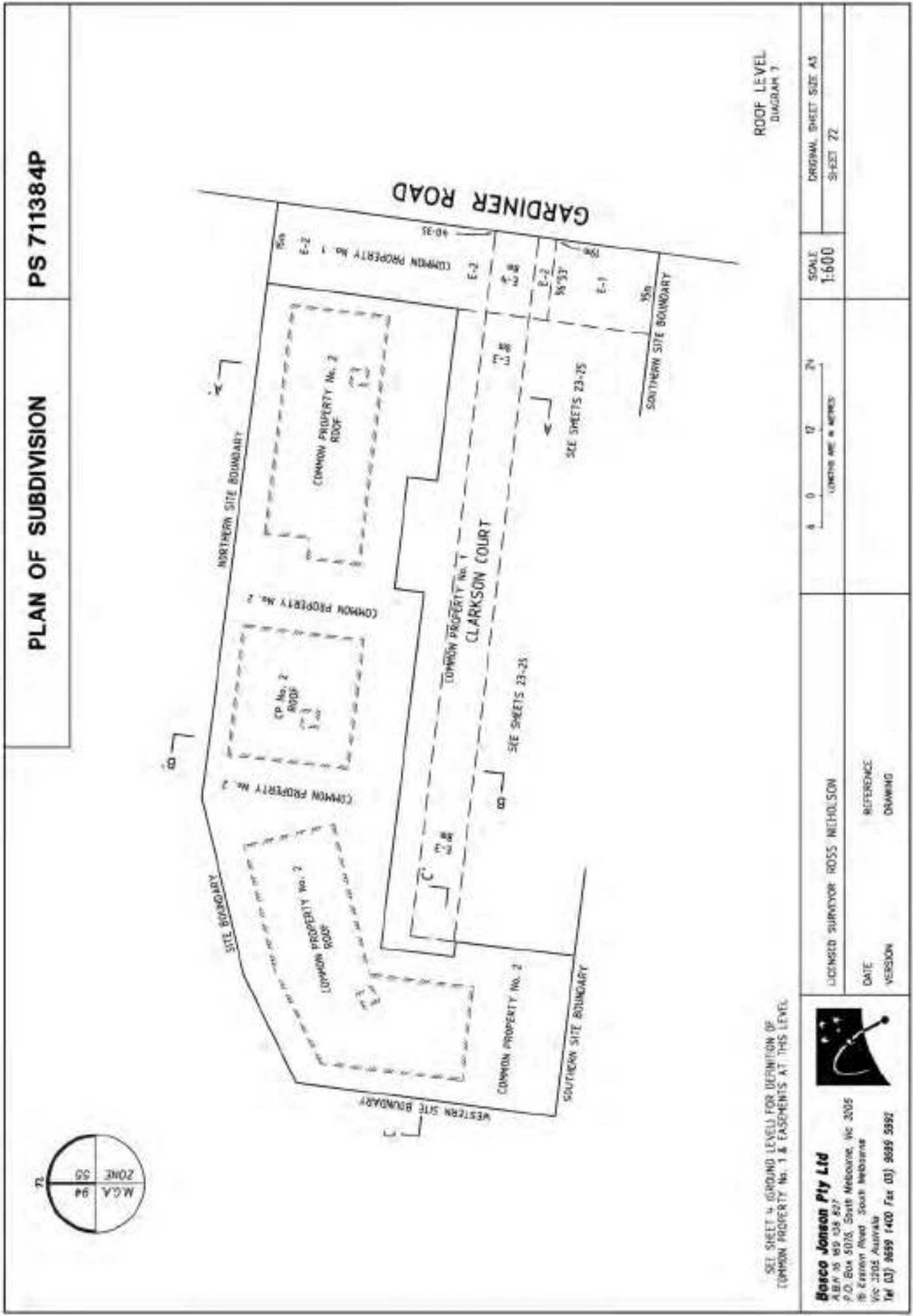
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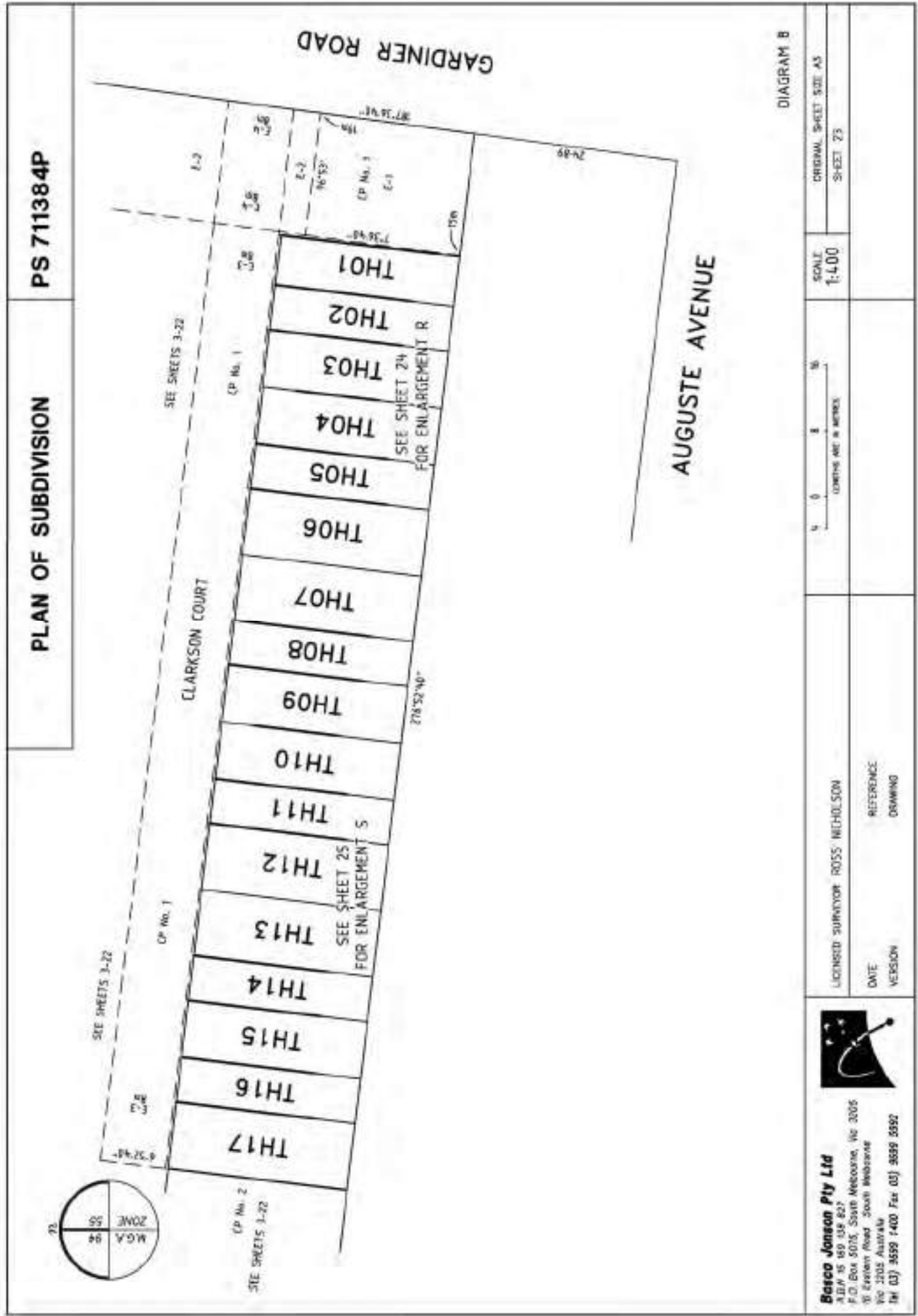
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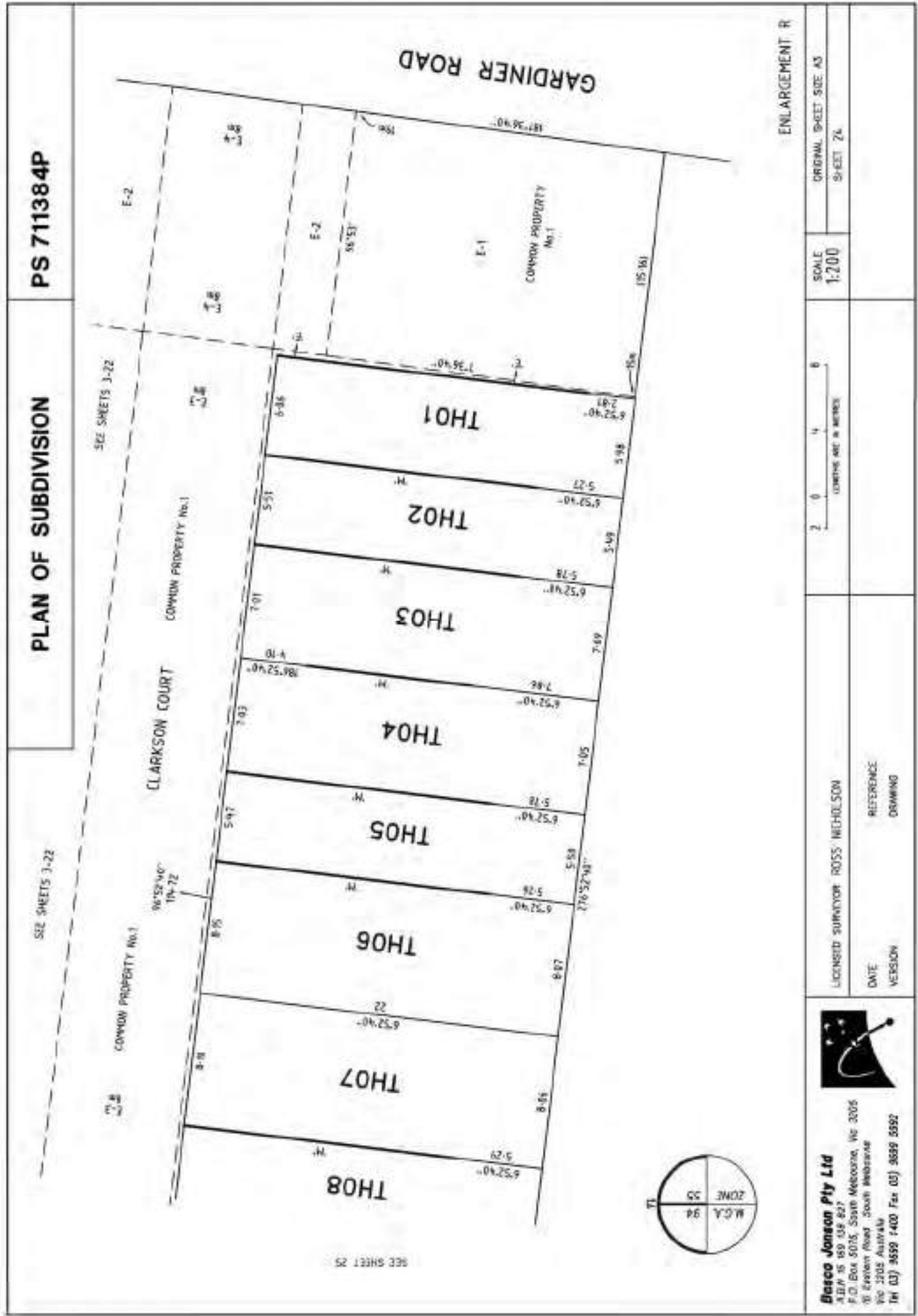
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SHEET 20

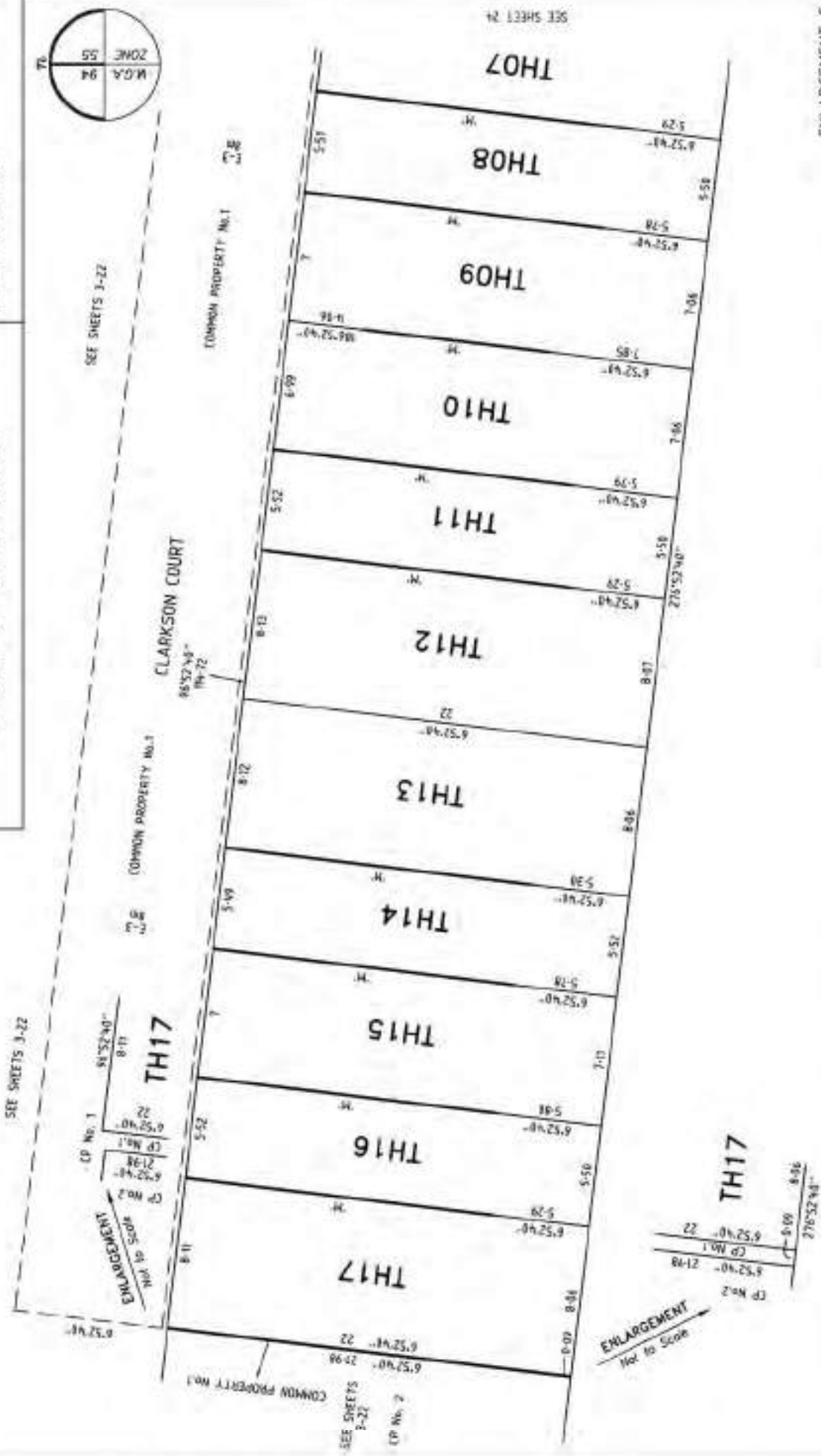






PLAN OF SUBDIVISION

PS 711384P



ENLARGEMENT 5

ORIGINAL SHEET SIZE A3
SHEET 25

2 0 4 6
COUNTING ARE IN INCHES

Licensed Supervisor ROSS NICHOLSON

Besco Jonson Pty Ltd
A B N 15 159 138 827

REFERENCE

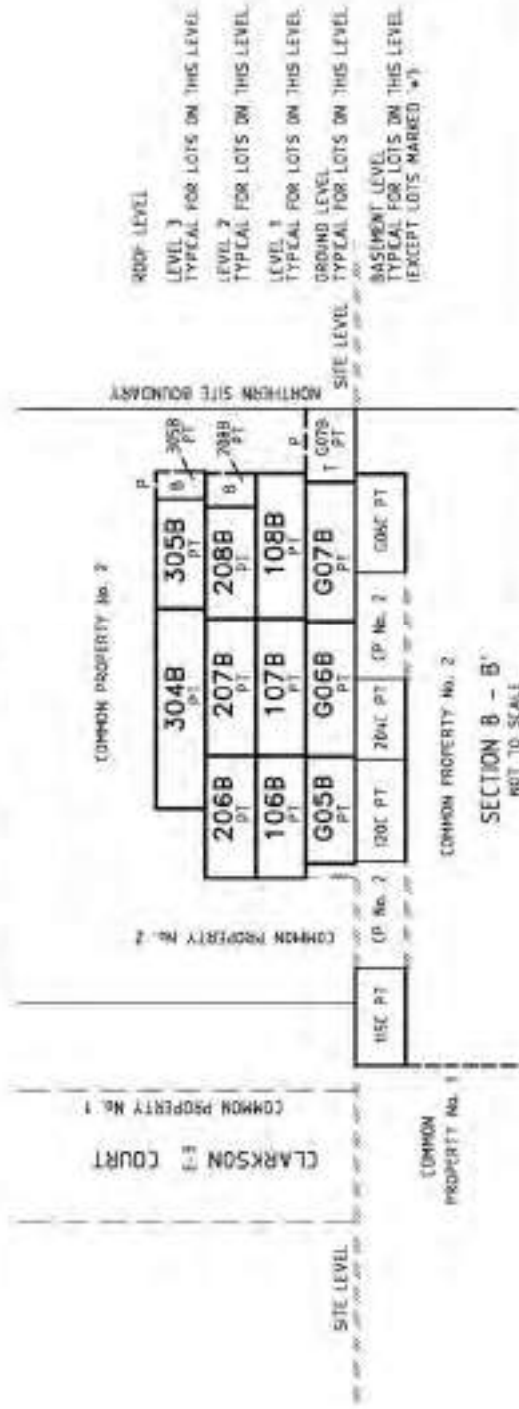
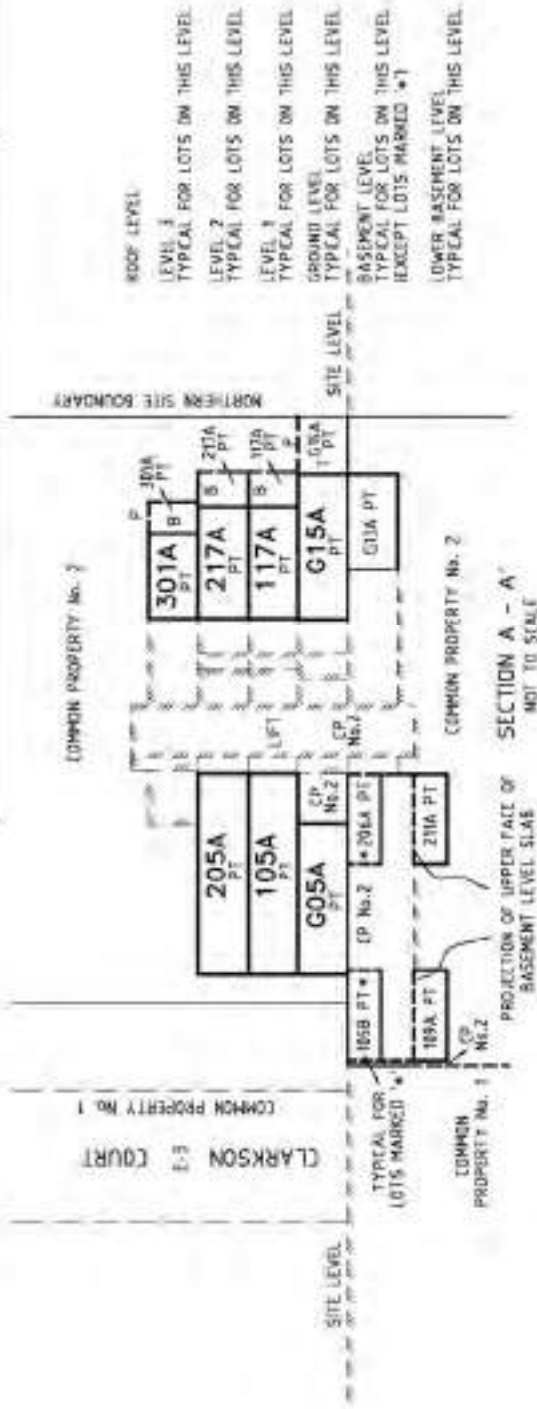


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 75 Eastern Road, South Melbourne
 Vic 3205 Australia
 Tel 03) 9559 1400 Fax 03) 9559 5592

PLAN OF SUBDIVISION

PS 711384P



Bosco Janson Pty Ltd

ABW 15 189 138 807
P.O. Box 5015, South Melbourne, Vic 3205
16 Ziemann Road, South Melbourne
Vic 3205 Australia
Tel 03 9559 1400 Fax 03 9559 5892



LICENCED TURNKEY ROSS MICOLSON

DATE	REFERENCE	CHARGED	ADVISOR
------	-----------	---------	---------

SCHEIDTKE AND JONES

SCALE

ORIGINAL SHEET SIZE A3
SHEET 26

PLAN OF SUBDIVISION

PS 711384P

COMMON PROPERTY No.2

WESTERN SITE BOUNDARY

CLARKSTON COURT

COMMON PROPERTY No.2

SECTION C - C'

NOT TO SCALE

LOT 306C PT 1

LOT 213C PT 1

LOT 113C PT 1

LOT G12C PT 1

LOT 305C PT 1

LOT 208C PT 1

LOT 108C PT 1

LOT G07C PT 1

LOT G09C PT 1

CLARKSTON COURT

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Bosco Jonson Pty Ltd
 ABN 18 169 135 627
 P.O. Box 5075, South Melbourne, VIC 3206
 16 Ezzam Road, South Melbourne
 VIC 3206 Australia
 Tel 03 9599 1400 Fax 03 9599 5592



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS711384P

The land in PS711384P is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 101A, 101B, 101C, 102A, 102B, 102C, 103A, 103B, 103C, 104A, 104B, 104C, 105A, 105B, 105C, 106A, 106B, 106C, 107A, 107B, 107C, 108A, 108B, 108C, 109A, 109B, 109C, 110A, 110C, 111A, 111C, 112A, 112C, 113A, 113C, 114A, 114C, 115A, 115C, 116A, 116C, 117A, 117C, 118C, 119C, 120C, 121C, 122C, 201A, 201B, 201C, 202A, 202B, 202C, 203A, 203B, 203C, 204A, 204B, 204C, 205A, 205B, 205C, 206A, 206B, 206C, 207A, 207B, 207C, 208A, 208B, 208C, 209A, 209B, 209C, 210A, 210C, 211A, 211C, 212A, 212C, 213A, 213C, 214A, 214C, 215A, 215C, 216A, 216C, 217A, 217C, 218C, 219C, 220C, 221C, 222C, 301A, 301B, 301C, 302A, 302B, 302C, 303A, 303B, 303C, 304A, 304B, 304C, 305A, 305B, 305C, 306A, 306B, 306C, 307A, 307C, 308C, 309C, 310C, 311C, G01A, G01B, G01C, G10A, G10C, G11A, G11C, G12A, G12C, G13A, G13C, G14A, G14C, G15A, G15C, G16C, G17C, G18C, G19C, G02A, G02B, G02C, G20C, G21C, G03A, G03B, G03C, G04A, G04B, G04C, G05A, G05B, G05C, G06A, G06B, G06C, G07A, G07B, G07C, G08A, G08B, G08C, G09A, G09C, TH01, TH10, TH11, TH12, TH13, TH14, TH15, TH16, TH17, TH02, TH03, TH04, TH05, TH06, TH07, TH08, TH09.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

ACCESS MANAGEMENT PTY LTD, LEVEL 1 20 MONOMEETH DRIVE MITCHAM VIC 3132

AY096470Q 17/06/2024

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. OC028433L 03/12/2015

Additional Owners Corporation Information:

OC028432N 03/12/2015

Notations:

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

Entitlement and Liability:

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

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



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS711384P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 101A	24	24
Lot 101B	24	24
Lot 101C	24	24
Lot 102A	17	17
Lot 102B	24	24
Lot 102C	17	17
Lot 103A	24	24
Lot 103B	17	17
Lot 103C	17	17
Lot 104A	24	24
Lot 104B	17	17
Lot 104C	17	17
Lot 105A	24	24
Lot 105B	17	17
Lot 105C	17	17
Lot 106A	17	17
Lot 106B	24	24
Lot 106C	17	17
Lot 107A	18	18
Lot 107B	17	17
Lot 107C	17	17
Lot 108A	19	19
Lot 108B	24	24
Lot 108C	17	17
Lot 109A	19	19
Lot 109B	24	24
Lot 109C	24	24
Lot 110A	19	19
Lot 110C	24	24



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OWNERS CORPORATION 1
PLAN NO. PS711384P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 111A	19	19
Lot 111C	24	24
Lot 112A	24	24
Lot 112C	24	24
Lot 113A	24	24
Lot 113C	17	17
Lot 114A	24	24
Lot 114C	17	17
Lot 115A	24	24
Lot 115C	17	17
Lot 116A	24	24
Lot 116C	23	23
Lot 117A	24	24
Lot 117C	24	24
Lot 118C	17	17
Lot 119C	17	17
Lot 120C	17	17
Lot 121C	17	17
Lot 122C	17	17
Lot 201A	24	24
Lot 201B	24	24
Lot 201C	24	24
Lot 202A	17	17
Lot 202B	24	24
Lot 202C	17	17
Lot 203A	24	24
Lot 203B	17	17
Lot 203C	17	17
Lot 204A	24	24



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OWNERS CORPORATION 1
PLAN NO. PS711384P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 204B	17	17
Lot 204C	17	17
Lot 205A	24	24
Lot 205B	17	17
Lot 205C	17	17
Lot 206A	17	17
Lot 206B	24	24
Lot 206C	17	17
Lot 207A	17	17
Lot 207B	17	17
Lot 207C	17	17
Lot 208A	19	19
Lot 208B	24	24
Lot 208C	17	17
Lot 209A	18	18
Lot 209B	24	24
Lot 209C	24	24
Lot 210A	19	19
Lot 210C	24	24
Lot 211A	19	19
Lot 211C	24	24
Lot 212A	24	24
Lot 212C	24	24
Lot 213A	24	24
Lot 213C	17	17
Lot 214A	24	24
Lot 214C	17	17
Lot 215A	24	24
Lot 215C	17	17



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OWNERS CORPORATION 1
PLAN NO. PS711384P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 216A	24	24
Lot 216C	23	23
Lot 217A	24	24
Lot 217C	24	24
Lot 218C	17	17
Lot 219C	17	17
Lot 220C	17	17
Lot 221C	17	17
Lot 222C	17	17
Lot 301A	24	24
Lot 301B	24	24
Lot 301C	24	24
Lot 302A	24	24
Lot 302B	19	19
Lot 302C	24	24
Lot 303A	24	24
Lot 303B	19	19
Lot 303C	19	19
Lot 304A	24	24
Lot 304B	24	24
Lot 304C	19	19
Lot 305A	24	24
Lot 305B	17	17
Lot 305C	17	17
Lot 306A	24	24
Lot 306B	17	17
Lot 306C	24	24
Lot 307A	24	24
Lot 307C	24	24



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OWNERS CORPORATION 1
PLAN NO. PS711384P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 308C	17	17
Lot 309C	17	17
Lot 310C	25	25
Lot 311C	25	25
Lot G01A	25	25
Lot G01B	25	25
Lot G01C	25	25
Lot G10A	25	25
Lot G10C	24	24
Lot G11A	25	25
Lot G11C	24	24
Lot G12A	25	25
Lot G12C	18	18
Lot G13A	25	25
Lot G13C	18	18
Lot G14A	25	25
Lot G14C	18	18
Lot G15A	25	25
Lot G15C	24	24
Lot G16C	24	24
Lot G17C	18	18
Lot G18C	18	18
Lot G19C	18	18
Lot G02A	17	17
Lot G02B	24	24
Lot G02C	17	17
Lot G20C	18	18
Lot G21C	18	18
Lot G03A	24	24



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OWNERS CORPORATION 1
PLAN NO. PS711384P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G03B	19	19
Lot G03C	17	17
Lot G04A	17	17
Lot G04B	19	19
Lot G04C	17	17
Lot G05A	23	23
Lot G05B	24	24
Lot G05C	17	17
Lot G06A	19	19
Lot G06B	24	24
Lot G06C	17	17
Lot G07A	18	18
Lot G07B	25	25
Lot G07C	17	17
Lot G08A	17	17
Lot G08B	25	25
Lot G08C	24	24
Lot G09A	19	19
Lot G09C	24	24
Lot TH01	36	36
Lot TH10	36	36
Lot TH11	34	34
Lot TH12	36	36
Lot TH13	36	36
Lot TH14	34	34
Lot TH15	36	36
Lot TH16	34	34
Lot TH17	36	36
Lot TH02	34	34



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OWNERS CORPORATION 1
PLAN NO. PS711384P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot TH03	36	36
Lot TH04	36	36
Lot TH05	34	34
Lot TH06	36	36
Lot TH07	36	36
Lot TH08	34	34
Lot TH09	36	36
Total	4006.00	4006.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 2
PLAN NO. PS711384P

The land in PS711384P is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 101A, 101B, 101C, 102A, 102B, 102C, 103A, 103B, 103C, 104A, 104B, 104C, 105A, 105B, 105C, 106A, 106B, 106C, 107A, 107B, 107C, 108A, 108B, 108C, 109A, 109B, 109C, 110A, 110C, 111A, 111C, 112A, 112C, 113A, 113C, 114A, 114C, 115A, 115C, 116A, 116C, 117A, 117C, 118C, 119C, 120C, 121C, 122C, 201A, 201B, 201C, 202A, 202B, 202C, 203A, 203B, 203C, 204A, 204B, 204C, 205A, 205B, 205C, 206A, 206B, 206C, 207A, 207B, 207C, 208A, 208B, 208C, 209A, 209B, 209C, 210A, 210C, 211A, 211C, 212A, 212C, 213A, 213C, 214A, 214C, 215A, 215C, 216A, 216C, 217A, 217C, 218C, 219C, 220C, 221C, 222C, 301A, 301B, 301C, 302A, 302B, 302C, 303A, 303B, 303C, 304A, 304B, 304C, 305A, 305B, 305C, 306A, 306B, 306C, 307A, 307C, 308C, 309C, 310C, 311C, G01A, G01B, G01C, G10A, G10C, G11A, G11C, G12A, G12C, G13A, G13C, G14A, G14C, G15A, G15C, G16C, G17C, G18C, G19C, G02A, G02B, G02C, G20C, G21C, G03A, G03B, G03C, G04A, G04B, G04C, G05A, G05B, G05C, G06A, G06B, G06C, G07A, G07B, G07C, G08A, G08B, G08C, G09A, G09C.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

ACCESS MANAGEMENT PTY LTD, LEVEL 1 20 MONOMEETH DRIVE MITCHAM VIC 3132

AY096470Q 17/06/2024

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. OC028435G 03/12/2015

Additional Owners Corporation Information:

OC028434J 03/12/2015

Notations:

Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 101A	24	24



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 2
PLAN NO. PS711384P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 101B	24	24
Lot 101C	24	24
Lot 102A	17	17
Lot 102B	24	24
Lot 102C	17	17
Lot 103A	24	24
Lot 103B	17	17
Lot 103C	17	17
Lot 104A	24	24
Lot 104B	17	17
Lot 104C	17	17
Lot 105A	24	24
Lot 105B	17	17
Lot 105C	17	17
Lot 106A	17	17
Lot 106B	24	24
Lot 106C	17	17
Lot 107A	18	18
Lot 107B	17	17
Lot 107C	17	17
Lot 108A	19	19
Lot 108B	24	24
Lot 108C	17	17
Lot 109A	19	19
Lot 109B	24	24
Lot 109C	24	24
Lot 110A	19	19
Lot 110C	24	24
Lot 111A	19	19



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OWNERS CORPORATION 2
PLAN NO. PS711384P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 111C	24	24
Lot 112A	24	24
Lot 112C	24	24
Lot 113A	24	24
Lot 113C	17	17
Lot 114A	24	24
Lot 114C	17	17
Lot 115A	24	24
Lot 115C	17	17
Lot 116A	24	24
Lot 116C	23	23
Lot 117A	24	24
Lot 117C	24	24
Lot 118C	17	17
Lot 119C	17	17
Lot 120C	17	17
Lot 121C	17	17
Lot 122C	17	17
Lot 201A	24	24
Lot 201B	24	24
Lot 201C	24	24
Lot 202A	17	17
Lot 202B	24	24
Lot 202C	17	17
Lot 203A	24	24
Lot 203B	17	17
Lot 203C	17	17
Lot 204A	24	24
Lot 204B	17	17



Department of Environment, Land, Water & Planning

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OWNERS CORPORATION 2
PLAN NO. PS711384P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 204C	17	17
Lot 205A	24	24
Lot 205B	17	17
Lot 205C	17	17
Lot 206A	17	17
Lot 206B	24	24
Lot 206C	17	17
Lot 207A	17	17
Lot 207B	17	17
Lot 207C	17	17
Lot 208A	19	19
Lot 208B	24	24
Lot 208C	17	17
Lot 209A	18	18
Lot 209B	24	24
Lot 209C	24	24
Lot 210A	19	19
Lot 210C	24	24
Lot 211A	19	19
Lot 211C	24	24
Lot 212A	24	24
Lot 212C	24	24
Lot 213A	24	24
Lot 213C	17	17
Lot 214A	24	24
Lot 214C	17	17
Lot 215A	24	24
Lot 215C	17	17
Lot 216A	24	24



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OWNERS CORPORATION 2
PLAN NO. PS711384P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 216C	23	23
Lot 217A	24	24
Lot 217C	24	24
Lot 218C	17	17
Lot 219C	17	17
Lot 220C	17	17
Lot 221C	17	17
Lot 222C	17	17
Lot 301A	24	24
Lot 301B	24	24
Lot 301C	24	24
Lot 302A	24	24
Lot 302B	19	19
Lot 302C	24	24
Lot 303A	24	24
Lot 303B	19	19
Lot 303C	19	19
Lot 304A	24	24
Lot 304B	24	24
Lot 304C	19	19
Lot 305A	24	24
Lot 305B	17	17
Lot 305C	17	17
Lot 306A	24	24
Lot 306B	17	17
Lot 306C	24	24
Lot 307A	24	24
Lot 307C	24	24
Lot 308C	17	17



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Owners Corporation Search Report

Produced: 11/07/2024 04:10:45 PM

OWNERS CORPORATION 2
PLAN NO. PS711384P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 309C	17	17
Lot 310C	25	25
Lot 311C	25	25
Lot G01A	25	25
Lot G01B	25	25
Lot G01C	25	25
Lot G10A	25	25
Lot G10C	24	24
Lot G11A	25	25
Lot G11C	24	24
Lot G12A	25	25
Lot G12C	18	18
Lot G13A	25	25
Lot G13C	18	18
Lot G14A	25	25
Lot G14C	18	18
Lot G15A	25	25
Lot G15C	24	24
Lot G16C	24	24
Lot G17C	18	18
Lot G18C	18	18
Lot G19C	18	18
Lot G02A	17	17
Lot G02B	24	24
Lot G02C	17	17
Lot G20C	18	18
Lot G21C	18	18
Lot G03A	24	24
Lot G03B	19	19



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 11/07/2024 04:10:45 PM

OWNERS CORPORATION 2
PLAN NO. PS711384P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G03C	17	17
Lot G04A	17	17
Lot G04B	19	19
Lot G04C	17	17
Lot G05A	23	23
Lot G05B	24	24
Lot G05C	17	17
Lot G06A	19	19
Lot G06B	24	24
Lot G06C	17	17
Lot G07A	18	18
Lot G07B	25	25
Lot G07C	17	17
Lot G08A	17	17
Lot G08B	25	25
Lot G08C	24	24
Lot G09A	19	19
Lot G09C	24	24
Total	3406.00	3406.00

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.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 11 July 2024 04:11 PM

PROPERTY DETAILS

Address: **217/6 CLARKSON COURT CLAYTON 3168**
Lot and Plan Number: **Lot 201C PS711384**
Standard Parcel Identifier (SPI): **201C\PS711384**
Local Government Area (Council): **MONASH**
Council Property Number: **267376**
Planning Scheme: **Monash**
Directory Reference: **Melway 70 E9**

www.monash.vic.gov.au

[Planning Scheme - Monash](#)

UTILITIES

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

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **OAKLEIGH**

OTHER

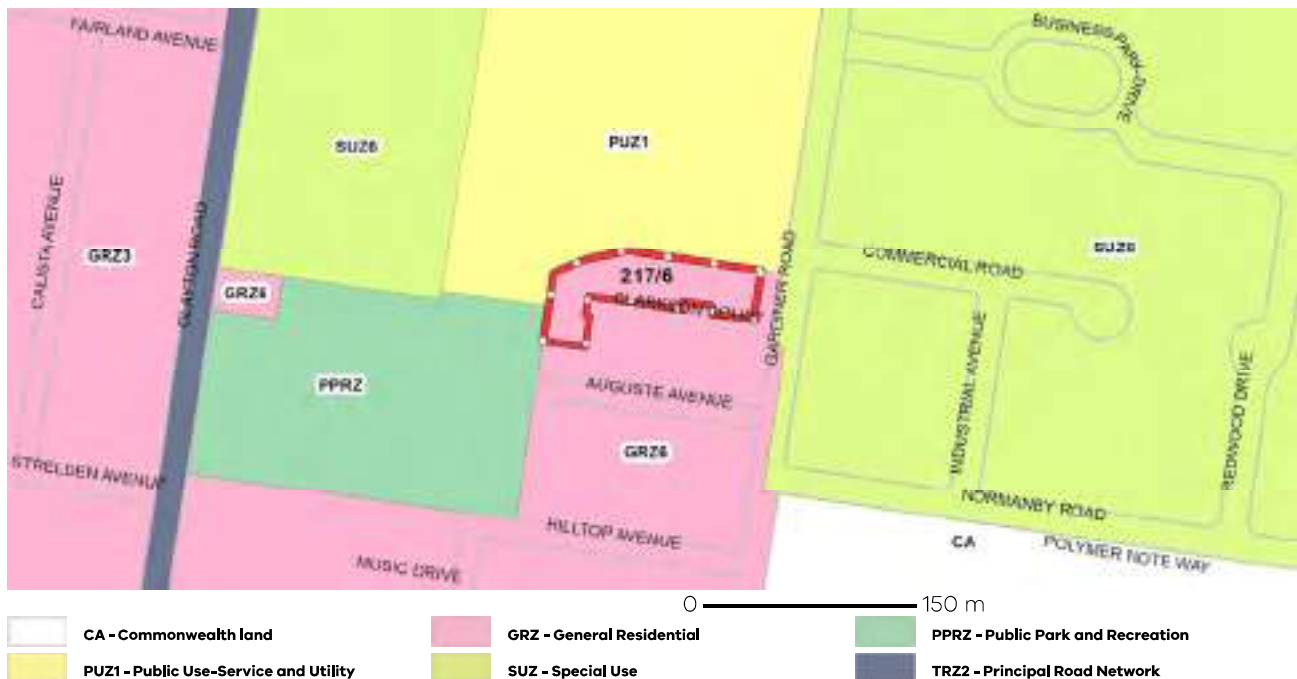
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

Planning Zones

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 6 \(GRZ6\)](#)



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).

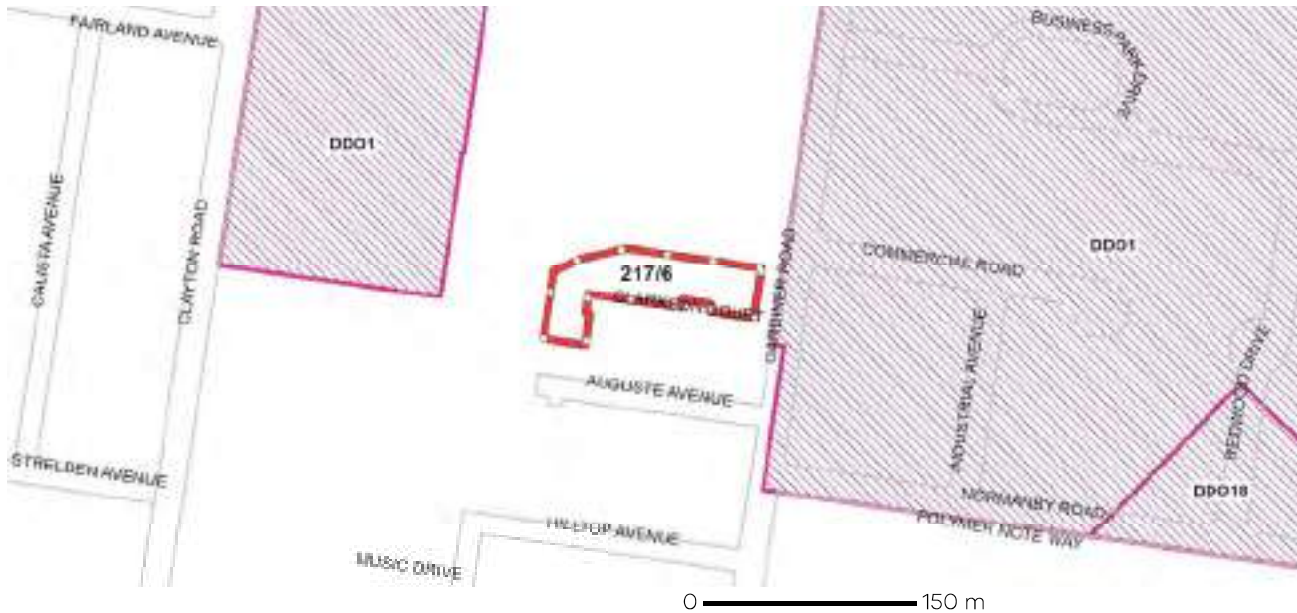
Planning Overlay

None affecting this land - there are overlays in the vicinity

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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



 **DDO - Design and Development Overlay**

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

Further Planning Information

Planning scheme data last updated on 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>

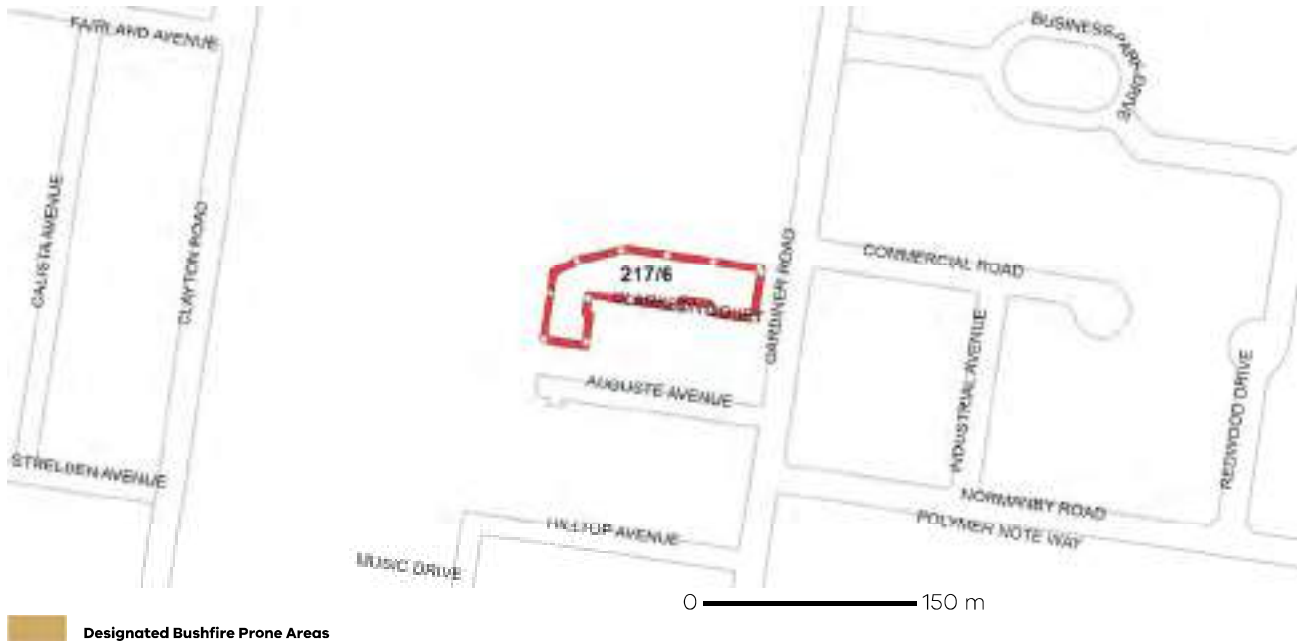
Designated Bushfire Prone Areas

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 \(environment.vic.gov.au\)](#) or please contact your relevant council.

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

PROPERTY REPORT

From www.land.vic.gov.au at 11 July 2024 04:11 PM

PROPERTY DETAILS

Address: **217/6 CLARKSON COURT CLAYTON 3168**
Lot and Plan Number: **Lot 201C PS711384**
Standard Parcel Identifier (SPI): **201C\PS711384**
Local Government Area (Council): **MONASH**
Council Property Number: **267376**
Directory Reference: **Melway 70 E9**

www.monash.vic.gov.au

Note: There are 166 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: 5556 sq. m

Perimeter: 431 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**
Legislative Assembly: **OAKLEIGH**

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



 Selected Property



CITY OF
MONASH

2023/2024

FOURTH INSTALMENT RATE REMINDER NOTICE

Phone: (03) 9518 3555
Email: mail@monash.vic.gov.au
ABN: 23 118 071 457

EzyBill



022-3000 (1764)
88INTERNA2

J K Jong and D Kurniadi
C/- 88 International Pty Ltd
Level 24/570 Bourke St
MELBOURNE VIC 3000

ASSESSMENT NO: 1889633

Notice Issue Date	11-Apr-24
Date Rates Declared	30-May-23
Capital Improved Value (CIV)	\$490,000
Site Value	\$99,000
Net Annual Value	\$24,500

PROPERTY DETAILS

217/6 Clarkson Court
CLAYTON VIC 3168
Lot 201C PS 711384P Parish of Mulgrave
Ward - Oakleigh
Fire Services Levy Classification - Residential
Land Use - 125 Strata unit or flat

DETAILS OF RATES, CHARGES AND LEVIES

Fourth Instalment	\$226.00
-------------------	----------

AMOUNT PAYABLE	\$226.00
-----------------------	-----------------

Payments received by Council after 09 April 2024 have not been included in the amount payable.

FOURTH INSTALMENT

\$226.00

PAY BY 31-MAY-24

The above amount includes any instalment arrears and or interest (if applicable).

ELECTRONIC NOTICES: Register to receive your notices electronically via BPAY View or EzyBill, see overleaf.

PENALTY INTEREST: Arrears and late payments will be charged interest. For more information, see overleaf.

PAYMENT OPTIONS/METHODS/PLANS: For full details, see overleaf.



Post
Billpay

Billpay Code: 0547
Ref. 1889 633

By phone: 13 18 16 CREDIT CARD
In person: at any Post Office
Via internet: www.monash.vic.gov.au/payments



Biller Code: 1826
Ref. 0001889633

BPAY® this payment via Internet or phone banking
BPAY View® – View and pay this bill using internet banking
BPAY View Registration No. 0001889633



Online

Pay by Visa, MasterCard or Amex on Council's website:
www.monash.vic.gov.au/payments

Fourth Instal \$226.00
Pay by 31-May-24



*547 1889633



RATING YEAR

Rates, charges and levies are for the period 1 July 2023 to 30 June 2024

All queries regarding rates call the Customer Experience Team on 📞 (03) 9518 3555 or 🌐 www.monash.vic.gov.au/rates

ELECTRONIC NOTICES

For your convenience, notices can be delivered via your Internet Banking by registering with BPAY View or with Council using EzyBill, go to: www.monash.vic.gov.au/ezybill These services also provide email and SMS reminder messages.



INTEREST PENALTY ON LATE PAYMENTS

Interest is charged on the basis that all rate accounts are being paid by 4 instalments. Interest is calculated on unpaid accounts from the date on which each missed instalment amount was due (retrospective). Interest continues to be payable until the account is paid in full. Interest is charged at 10% pa and in accordance with Section 172 of the Local Government Act 1989.

OVERDUE ACCOUNTS - DEBT RECOVERY

Accounts outstanding after the due date/s may be referred to our debt recovery agency/solicitors and be subject to additional costs associated with the recovery of the debt.

PAYMENT DIFFICULTIES

Refer to Council's Financial Hardship Policy.
www.monash.vic.gov.au/hardship-assistance

PAYMENT PLANS

For properties in arrears, ratepayers can request a payment plan to enable more suitable payment arrangements outside of the payment options made available by Council. Payment plan requests are to be made by contacting Maddocks Recoveries on (03) 9258 3847. A payment plan establishment and monitoring fee may apply.

PENSION REBATE CONCESSIONS

State Government rebate

If you have a Pensioner Concession Card or DVA Gold Card with War Widow or TPI entitlements, you may be eligible for a concession on your Rates and Fire Services Property Levy for your principal place of residence. If you have received this rebate previously and are still eligible, don't apply again, it will show the concession on your annual

notice. Download an application at www.monash.vic.gov.au/pensioner-rates-rebates or call (03) 9518 3555. If you have a DVA Gold Repatriation Health Card (POW) or (EDA) entitlements, contact the Department of Families, Fairness and Housing 1800 658 521. Holders of Health Care and Seniors Cards are not eligible for this concession. More info <https://services.dffh.vic.gov.au/concessions-and-benefits>

Council pensioner rebate

Rate rebate of \$50 and a Recycling & Waste Levy rebate of \$52 to eligible pensioners.

PAYMENT ALLOCATION

Payments will be allocated in the following order:

1. Legal costs
2. Interest
3. Arrears
4. Current rates/charges/levies

CHANGE OF ADDRESS OR OWNERSHIP

All changes **must be received by Council in writing**. Council must receive an Acquisition Notice within 1 month of the transfer of a property, otherwise penalties may apply. An Acquisition Notice or Change of Address from www.monash.vic.gov.au/changing-your-details can be downloaded from our website or call Customer Experience. Forms can be submitted either in person, via email (mail@monash.vic.gov.au), or mail (PO Box 1, Glen Waverley 3150).

INFORMATION PRIVACY STATEMENT

The personal information included in this notice is collected by Monash Council in the exercise of its powers and functions under legislation including the Local Government Acts 1989, 2020. The information will not be used by Council unless it is necessary for one of its powers or functions. Read our privacy statement www.monash.vic.gov.au/privacy

PAYMENT METHODS

BPAY

🌐 Via your Bank's website

Refer to front of notice next to the **BPAY** symbol. Cheque, Debit Card, Visa & MasterCard



📞 Phone your Bank

Refer to front of notice next to the **BPAY** symbol. Cheque, Debit Card, Visa & MasterCard

VIA AUSTRALIA POST

🌐 Online

Refer to front of notice next to the **POSTbillpay** symbol. Visa, MasterCard & Amex



📞 Phone

Refer to front of notice next to the **POSTbillpay** symbol. Visa, MasterCard & Amex

📍 Any Post Office

Cash, Cheque, Debit Card, Visa & MasterCard

VIA COUNCIL

🌐 www.monash.vic.gov.au/payments

✉ Mail

Cheque only, payable to 'Monash Council' & mail to: Monash Council, PO Box 1, Glen Waverley 3150



👤 In Person

Civic Centre (293 Springvale Rd, Glen Waverley) or **Oakleigh Service Centre** (3 Atherton Rd). Cash, Cheque, Debit Card, Visa, MasterCard & Amex.

Your quarterly bill



Emailed to: enquiries@88international.com.au
MR J JONG & MR D KURNIADI
C/- 88 INTERNATIONAL PTY LTD
LEVEL 24/570 BOURKE ST
MELBOURNE VIC 3000

Enquiries 1300 304 688
Faults (24/7) 13 27 62

Account number 97 4494 4879
Invoice number 9748 7250 69248
Issue date 13 Jun 2024
Tax Invoice Yarra Valley Water ABN 93 066 902 501

Amount due
\$184.98

Due date
4 Jul 2024

Summary

UNIT 217 6 CLARKSON CT, CLAYTON

Property Number 5102 523, PS 711384

Product/Service	Amount
Water Supply System Charge	\$20.03
Sewerage System Charge	\$114.47
Yarra Valley Water Total	\$134.50
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	\$29.38
Parks Charge	\$21.10
TOTAL (GST does not apply)	\$184.98



Important note

Your bill includes the parks charge, which is now billed quarterly.
No water usage has been charged on this account.

Payment summary

Last Account	\$184.98
Paid/Adjusted	-\$184.98
Balance	\$0.00
Total this Account	+\$184.98
Total Balance	\$184.98



How to pay



*3042 974872506924 8



Direct debit

Sign up for Direct Debit at
yvw.com.au/directdebit or
call 1300 304 688.



EFT

Transfer direct from your bank
account to ours by Electronic
Funds Transfer (EFT).

Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **974466925**



BPAY®

Bill code: 344366
Ref: **974 4944 8790**



Centrepay

Use Centrepay to arrange
regular deductions from your
Centrelink payments.

Visit yvw.com.au/paying
CRN reference: **555 054 118T**



Post Billpay®

Pay in person at any post office,
by phone on **13 18 16** or at
postbillpay.com.au

Bill code: **3042**
Ref: **9748 7250 69248**



Credit Card

Online: yvw.com.au/paying
Phone: **1300 362 332**

MR J JONG & MR D KURNIADI


Account number	97 4494 4879
Invoice number	9748 7250 69248
Total due	\$184.98
Due date	4 Jul 2024
Amount paid	\$

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.
Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of \$21.10.
*NAV = Net Annual Value of your property which is capped at 1990 levels.

Your charges explained

- **Water supply system charge**
1 April 2024 - 30 June 2024
A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.
- **Sewerage system charge**
1 April 2024 - 30 June 2024
A fixed cost for running, maintaining, and repairing the sewerage system.
- **Other authority charges**
Waterways and drainage charge
1 April 2024 - 30 June 2024
Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit melbournewater.com.au/wwdc
-  **Parks charge**
1 April 2024 - 30 June 2024
Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit parks.vic.gov.au

J1319/44

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit yvw.com.au/financialhelp.

Contact us

	Enquiries	1300 304 688	For language assistance
	Faults and Emergencies	13 27 62 (24hr)	العربية 1300 914 361
	enquiry@yvw.com.au		廣東話 1300 921 362
	yvw.com.au		Ελληνικά 1300 931 364
	TTY Voice Calls	133 677	普通话 1300 927 363
	Speak and Listen	1300 555 727	For all other languages call our translation service on 03 9046 4173

Next meter reading:

Between 9-16 Sep 2024





OWNERS CORPORATION CERTIFICATE
s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No **711384P OC 1**
Address: **Campus Clayton, 1A Gardiner Road, CLAYTON VIC 3168**

This certificate is issued for **Lot 201C** on Plan of Subdivision No **711384P**.

Postal address is: **Unit 217/6 Clarkson Court**
Clayton, Victoria 3168

Applicant for the certificate is: **Easy Link Conveyancing**

Address for delivery of certificate: **settlement2@easylinkconveyancing.com.au**

Date that the application was received: **10/07/24**.

IMPORTANT:

The information in this certificate is issued on **10.07.24**

You can inspect the owners' corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

- (a) The current annual fees for the lot are \$3,902.48 (Administration \$876.77 + Maintenance \$98.85) payable in quarterly instalments.

Due Date	Levy Description	Admin Fund	Maint Fund	Status
01.06.23	Quarterly Levy for period 01.06.23-31.08.23	\$791.32	\$49.43	Paid
01.09.23	Quarterly Levy for period 01.09.23-30.11.23	\$1,133.12	\$247.12	Paid
10.12.23	Quarterly Levy for period 01.12.23-29.02.24	\$867.77	\$98.86	Paid
01.03.24	Quarterly Levy for period 01.03.24-31.05.24	\$867.77	\$98.86	Paid

Please note that the Annual Fees will remain the same as last financial year until the next Annual General Meeting is held and a new budget approved.

Due Date	Levy Description	Admin Fund	Maint Fund	Status
01.06.24	Quarterly Levy for period 01.06.24-31.08.24	\$867.77	\$98.86	Paid

- (b) The date up to which the fees for the lot have been paid is **31st August 2024**

- (c) The total of any unpaid fees or charges for the lot is: **NIL**.

- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

Due Date	Levy Description	Levy Amount	Status
01.09.23	Special levy for insurance deficit	\$484.08	Not Paid



(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?

If so, then provide details:

There may be potential litigation against the builder if they do not agree to fix the issues within the reports produced by JWB & Drew Rudd, this could lead to future levies being raised as the OC will need to conduct works to protect the owners asset. An application has been lodged with the DBDRV for building defects the builder LU Simon is currently working with the manager to resolve the defects. Conciliation set down for **Friday, 3 November 2023** should any matters remain unresolved. Conciliation deferred as the builder is currently working through the matters in dispute.

(f) The owners corporation has the following insurance cover:

Policy No. 02GS035587 Chubb Insurance

Type: Residential Strata Broker: BCB

Premium: \$71,018.55 Policy start date: 30/10/2023 Next due: 30/10/2024

Cover	Sum insured	Excess	Notes
Building	\$73,982,500	\$1,000.00	*Refer to policy
Public Liability	\$20,000,000	\$1,000.00	*Refer to policy

The type of Policy is: Reinstatement*

The buildings covered by the Policy are situated at: **Campus Clayton, 1A Gardiner Road, CLAYTON VIC 3168**

(g) Has the owners' corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, then provide the date of that resolution: **NO**

(h) The total funds held by the owner's corporation are **\$271,799.82 as at 10.07.24.**

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details: **Not to our knowledge at this time.**

(j) Are there any current contracts, leases, licences or agreements affecting the common property

If so, then provide details: agreement for Caretaking and Letting

Fire Monitoring Agreement with ADT

OC Energy Agreement – providing power

Urban Waste – Removal of waste

BFI Agreement

Leases -

1. Carpark Common Property Lease (Basement Level 2).
2. Storage Area Common Property Lease (Basement Level 3).

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

If so, then provide details:

OC Energy Agreement

BFI Agreement

Foxtel Agreement



(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

If so, then provide details:

There are no notices or orders as at **10.07.24**.

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

If so, then provide details: **None to our knowledge, other than general debt recovery proceedings.**

(n) Has the owners corporation appointed, or resolved to appoint, a manager?

If so, then provide details:

The manager is Access Strata Management Pty Ltd
Level 1, 20 Monomeeth Drive Mitcham Victoria 3132
PO Box 369 Lilydale Victoria 3140

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:

A copy of the minutes of the last Annual General Meeting of the owners corporation 29.05.23.
A copy of the Model Rules for the Owners Corporation
A copy of the Statement of Advice
A copy of the Special Rules
Balance Sheet **10.07.24**.
COC 30-10-23 to 30-10.24
Copy of preliminary report from Jeff Beck
Copy of the report from Drew Rudd
Copy of the list of Matters in Dispute

NOTE:

The owners corporation is currently investigating some building defects on site. Jeff Beck has provided a preliminary report – attached.

An engineer and plumbing specialist have also been engaged however further investigations are required. The report from the engineer Drew Rudd has been provided.

An application has been made to the DBDRV to address the defects waiting on an update from DBDRV. Conciliation set down for **Friday, 3 November 2023** should any matters remain unresolved. Conciliation deferred as the builder is currently working through the matters in dispute.

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.



IMPORTANT INFORMATION

1. This certificate is only valid for **28 days** from the issued date. If settlement falls after this period another Owners Corporation Certificate will need to be requested.
2. The information contained in this Certificate is correct to the best of the manager's knowledge at the date it is given.
3. The information is subject to change without notice
4. You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do consent to the affixing of the seal electronically as required under Section 9 (i)(c) of the Electronic Transactions (Vic) Act 2000 please advise Manager in writing and the seal shall be affixed.
5. Additional fees are applicable for all documentation supplied in hard copy.

Date: 10th July 2024.

This Owners Corporation Certificate was prepared by:

.....(signature)

Klair Jones – Managing Director
Access Strata Management Pty Ltd
Level 1, 20 Monomeeth Drive Mitcham Victoria 3132
PO Box 369 Lilydale Victoria 3140



MINUTES OF ANNUAL GENERAL MEETING

For Gardiner Road 1A Campus Clayton PS 711384P OC1, Plan No. PS711384P OC1

Location of meeting: Via Zoom

Date and time of meeting: Monday, 29th May 2023 1:00 PM

Meeting chaired by: Sharon Thomas - Access Strata Owners Corporation Manager

Meeting start time: 1:00 PM **Meeting finish time:** 2:05 PM

Attendance

The following owners were represented at the meeting:

Unit: 105/4 Lot: 101B Owner: Stephen James Webb

Unit: 101/4 Lot: 106B Owner: Wai Yee Hoh

Unit: 101/6 Lot: 107C Owner: Douglas Charles & Sheryl Ann / Caulfield Rep: Douglas

Unit: 110/6 Lot: 116C Owner: Anne Veronica & Richard Joseph / Kowalski Rep: Richard

Unit: 209/2 Lot: 213A Owner: Cheak Min & Yit Chern / Foo & Tan Rep: Mr. Foo

Unit: 213/6 Lot: 219C Owner: Jennifer Ann Jaeger

Unit: 304/4 Lot: 301B Owner: Michael James Anderson

Unit: G09 - Lot: G14A Owner: Richard & Anne / Kowalski Rep: Richard

Unit: 21 CI Lot: TH11 Owner: Julie Hui Hui & Lip Kwang / Nyam & Tan Rep: Andrew Chonj

Unit: 25 CI Lot: TH13 Owner: Tran Luu Vu Hoang Anh Cat & Paul Viet Tran Rep: Paul

The following owners were present by proxy:

Unit: 208/4 Lot: 204B Owner: Mei Ying Hew Proxy: Namrata Kandhari

Unit: 222/6 Lot: 206C Owner: Ah Booy & Chee Hoong / Tan & Choong Proxy: Namrata Kandhari

Unit: 205/2 Lot: 209A Owner: Ming Leong & Chyun Ching & Chin Sei / Choong & Choong & Chung

Proxy: Namrata Kandhari

Unit: G02 - Lot: G06B Owner: Urszula Koziell Proxy: Richard Kowalski

Present By Invitation:

Glenda McPherson - Access Strata Administration

Quorum

Interim Decisions

As there was no quorum, with only 10 members present and 4 represented via proxy all decisions at the meeting are deemed Interim Decisions, for ordinary resolutions only. These Interim Decisions will become decisions of the Owners Corporation if no petition (from Lot Owners representing at least 25% of the total Lot Entitlements) is received within 29 days of the Interim Decisions, or if the decisions are confirmed at a later meeting.

What you must do

If you disagree with the result of the Interim Decisions, you must petition the Manager, to call another meeting within 28 days of the meeting or by 5.00pm on Monday 26th June, 2023.

Motions

1	NOTING OF MEETING ATTENDANCES AND QUORUM	Ordinary resolution
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The Manager/Chairperson

Yes votes: 14	No votes: 0	Abstain: 0	Carried
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To note Attendees, Proxies and Apologies - Noted

To determine if there is a Quorum - No

Post meeting note:

2	CHAIRPERSON	Ordinary resolution
Moved By: The Owners Corporation		
Yes votes:	14	No votes: 0
		Abstain: 0
		Carried
It was resolved to appoint Sharon Thomas (Access Strata) to chair the meeting.		
Post meeting note:		
3	CONFIRMATION OF PREVIOUS MEETING MINUTES	Ordinary resolution
Moved By: The Owners Corporaion		
Yes votes:	14	No votes: 0
		Abstain: 0
		Carried
It was resolved that the Minutes of the previous Annual General Meeting be accepted as a true and correct record of proceedings for that meeting held on 15th August,2022 as presented.		
Post meeting note:		
4	COMMON SEAL	Ordinary resolution
Moved By: The Owners Corporation		
Yes votes:	14	No votes: 0
		Abstain: 0
		Carried
It was resolved that the owners corporation determine that the common seal is no longer required and further resolve by ordinary resolution in accordance with Section 19,20, 21 and 22 to destroy the common seal.		
Post meeting note:		
5	CONSIDERATION OF REPORTS	Ordinary resolution
Chairperson		
Yes votes:	14	No votes: 0
		Abstain: 0
		Carried
It was resolved that the manager report and complaints/dispute Report prepared by Access Strata be accepted as presented.		
It was resolved that the Building Managers Report (verbally provided) Ongoing Building Issues, Private Decks beginning to sink, condensation buildup in apartmnt windows, rodents entering from external and through appliances be accepted.		
It was resolved that the Chairperson Report (verbally provided) Mr. Doug Caulfield advised the manager, building manager and members that documents had been obtained from council to support the claim against L.U Simon (Builders) to proceed with the mediation with the DBDRV to see if the issues can be solved or proceed to VCAT be accepted.		
Post meeting note:		
6	INSURANCE	Ordinary resolution
Moved By: The Owners Corporation		
Yes votes:	14	No votes: 0
		Abstain: 0
		Carried

It was resolved that the insurance policy for the Owners Corporation with Residential Strata Insurance from 30/10/2022 to 30/10/2023 be accepted.

That the owners corporation resolve to obtain quotations prior to renewal and forward to the committee for their approval.

It was resolved that the owners corporation resolve to obtain an updated insurance valuation for the purposes of insurance. Under the changes to the legislation your building is classed as a Tier 1 property and is now a legal requirement to have an insurance valuation completed every 12 months.

That the Manager is instructed to on-charge claim excess costs incurred as per the Owners Corporation Act 2006 (Amendment 1 Dec 2021) to the responsible party.

Post meeting note:

7	FINANCIAL STATEMENTS	Ordinary resolution
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Moved By: The Owners Corporation

Yes votes: 14	No votes: 0	Abstain: 0	Carried
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That the Statement of Financial Affairs for the Owners Corporation be accepted for the period 1.11.21 to 30.11.22.

Moved By: The Owners Corporation

8	ADMINISTRATIVE FUND BUDGET	Ordinary resolution
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Moved By The Owners Corporation

Yes votes: 14	No votes: 0	Abstain: 0	Carried
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That the Administration Fund levy contributions be set in accordance with Section 23 of the Owners Corporations Act 2006 for the amount of **\$532,172.00** plus GST

SPECIAL LEVY

As outlined in the Managers Report OC1 owes OC2 reimbursement for insurance for the period 2020-2021 and 2021 to 2022 due to OC1 having insufficient funds at the time to pay the renewals totalling \$104,802.16 incl GST, some monies have been paid the sum is now **\$80,800.72**.

It was resolved by members present to approve to raise a one off special levy to be paid in full in 3 months time from the issuing of the invoice based on lot liability.

Post meeting note:

9	MAINTENANCE FUND BUDGET	Ordinary resolution
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Moved By: The Owners Corporation

Yes votes: 14	No votes: 0	Abstain: 0	Carried
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That the Maintenance Fund levy contributions be set in accordance with Section 23 of the Owners Corporations Act 2006 of **\$60,000.00** plus GST as per the Maintenance Plan prepared by BIV reports in 2017.

It was resolved by members present to obtain an updated Maintenance Plan as the current plan is 6 years old. Manager to arrange

Post meeting note:

10	LEVY CONTRIBUTIONS	Ordinary resolution
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Moved By: The Owners Corporation

Yes votes: 14 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that the Administrative Fund levy contributions for be set in accordance with Section 23 of the Owners Corporations Act 2006 continue being paid quarterly.

Post meeting note:

11	PENALTY INTEREST ON ARREARS	Ordinary resolution
-----------	------------------------------------	----------------------------

Moved By: The Owners Corporation

Yes votes: 14 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that Owners Corporation charges interest on money owed by a member 28 days after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.

Post meeting note:

12	DEBT RECOVERY	Ordinary resolution
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Moved By: The Owners Corporation

Yes votes: 14 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that the Owners Corporation resolve to recover outstanding Owners Corporation fees, interest, and charges by action in a court of competent jurisdiction, including but not limited to Magistrates Court and VCAT. All costs incurred by the Owner Corporation from any default or breach by a Lot Owner will be charged by the Lot Owner in breach.

Post meeting note:

13	COMMITTEE	Ordinary resolution
-----------	------------------	----------------------------

Moved By: The Owners Corporation

Yes votes: 14 **No votes:** 0 **Abstain:** 0 **Carried**

That the following persons be elected to the Committee for the Owners Corporation.

Mr. D. Caulfield (Owner) Lot 107C
Ms. J Jaeger (Owner) Lot 219C
Mr. S. Webb (Owner) Lot 101B
Mr. P. Tran (Owner) TH25

It was resolved the following person Mr. Douglas Caulfield be elected as Chairperson of the Committee for the Owners Corporation.

That the committee be delegated the authority and relevant permissions to act for and on behalf of the owners corporation.

That the Owners Corporation Committee be delegated full authority to make decisions on all matters on behalf of the Owners Corporation with the exception of when a Special Resolution or Unanimous Resolution required, pursuant to the power and authority defined within Section 11 of the Owners Corporations Act 2006 being Committee powers and delegation.

Post meeting note:

14	MANAGEMENT AGREEMENT	Ordinary resolution
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Moved By: The Owners Corporation

Yes votes: 14 **No votes:** 0 **Abstain:** 0 **Carried**

It was resolved that the Owners Corporation resolves to engage the services of Access Strata Management Pty Ltd for a further 24 month term commencing 1st June, 2023 and agrees to execute the agreement.

Post meeting note:

15 GENERAL BUSINESS

Ordinary resolution

Proposed by:

Yes votes: 14 **No votes:** 0 **Abstain:** 0 **Carried**

To discuss any general business items or maintenance requests to be raised by the Manager and/or the Members at the meeting.

It was resolved that the Building Manager report (verbally provided) Building Issues ongoing including leaks into the property, private decks sinking, rodents, condensation build up internally in apartments was accepted.

It was resolved that the Chairperson Committee report (verbally provided) Mr. Doug Caulfield advised that documents had been obtained from the council to support the claim against the builder L.U Simon and the DBDRV (Dispute Resolutions) mediation proceedings, members will be updated as we proceed through this process was accepted.

TH25 Solar Panels - Owner asked the process of having Solar Panes installed. The Manager advised that the owner make enquiries with Solar Panel Contractor, supply owners corporation committee with design and lay out they cannot be seen from common property. Engineer to advise if the property is structurally sound to hold weight of panels and to check with council incase approval is required. The costs are the individual owner's expense.

Fences:

Townhouse fencing that requires repairs/replacement and boarders onto common property are shared costs between the owner and the Owners Corporation. Quotes obtained by owners must be sent to the Owner's Corporaion for approval prior works beginning.

Post meeting note:

Minute Notes

Chairman



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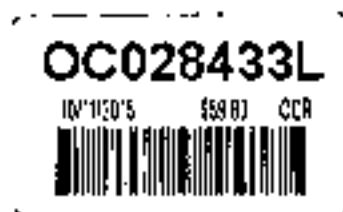
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Owners Corporation Notification of Making Rules



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

Lodged by:

Name: HWL Ebsworth

Phone: 8644 3710

Address: Level 26, 530 Collins Street, Melbourne VIC 3000

Reference: DPM MDR:375072

Customer Code: 985X

Applicant: Full name and address including postcode)

Art ve Living Communities Pty Ltd of 1/10 Clifton Street, Prahran VIC 3181

Plan No: P57113847/52

Owners Corporation No: OC 1

Supplied with notification is:

A copy of the proposed rules of the Owners Corporation

Date: 10 November 2015

Signature of applicant:

A handwritten signature in black ink, appearing to read 'David Phillip Marriott'.

David Phillip Marriott
Level 26, 530 Collins Street Melbourne
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

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Page 1 of 1

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Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 9636-2010

OWNERS CORPORATION No 1 PS 711384P/S2
ADDITIONAL OWNERS CORPORATION RULES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these rules:

- (a) "**Act**" means the *Owners Corporations Act 2006* (Vic);
- (b) "**Building Manager**" means the person or entity appointed under the Building Management Agreement;
- (c) "**Building Management Agreement**" means a Building Management Agreement entered into pursuant to Rule 42;
- (d) "**Buildings**" means the buildings constructed on the Land;
- (e) "**Car Space**" means a Proprietor's Car Space Lot or that part of a Proprietor's Lot as shown in the basement diagrams of the Plan;
- (f) "**Car Stacker**" means the mechanical car stacking machinery and associated equipment and its supports;
- (g) "**Common Property**" means the common property on the Plan;
- (h) "**Complex**" means all buildings and improvements within the Plan;
- (i) "**Governmental Agency**" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (j) "**Land**" means the whole of the land described in the Plan;
- (k) "**Letting Manager**" means the person or entity appointed under the Letting and Licence Deed;
- (l) "**Letting and Licence Deed**" means the Letting and Licence Deed entered into pursuant to Rule 43;
- (m) "**Lots**" means the lots on the Plan;
- (n) "**Manager**" means the person appointed by the Owners Corporation as its manager from time to time under Part 5 of the Act;
- (o) "**Owners Corporation**" means owners corporation no. 1 PS 711384P/S2 and includes any Manager who or committee established in accordance with the Act that has 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 these rules;
- (p) "**Plan**" means plan of subdivision no. PS 711384P/S2;
- (q) "**Proprietor**" includes the owner of a Lot and an occupier of that Lot;
- (r) "**Regulations**" means the *Owners Corporations Regulations 2007* (Vic) and/or any regulations made under the Act from time to time;

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- (s) "Security Key" means a key, magnetic card or other device used to open and close doors, gates and locks or to generate alarms, security systems or communication systems in respect of a Lot or the Common Property; and
- (t) "Stacker Lot" means a lot or part of a lot intended to be used as a car parking space and only accessible by a Car Stacker.

1.2 Interpretation

Unless the context otherwise requires

- (a) headings are for convenience only;
- (b) the singular includes the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including without limitation, persons taking by operation) and assigns;
- (f) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (g) specifying anything in these rules after the words "include", "including", "for example", "such as" or similar expressions does not limit what else is included unless there is express wording to the contrary;
- (h) a reference to the Owners Corporation includes any elected committee of the Owners Corporation and/or committee member; and
- (i) a reference to a thing includes part of that thing.

1.3 Other rights

The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be granted in writing to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. SUPPORT AND PROVISION OF SERVICES

2.1 Except for the purposes of maintenance and renewal and with the prior written consent of the Owners Corporation, a Proprietor of a Lot must not do anything or permit anything to be done on or in relation to that Proprietor's Lot or the Common Property so that:

- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- (b) the structural and functional integrity of any part of the Common Property is impaired; or
- (c) the passage or provision of services through the Lot or the Common Property is interfered with.

2.2 A Proprietor of a Lot must not remove any adjoining walls to another apartment to make one large apartment without first requesting permission from the Owners Corporation. The Proprietor must

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first obtain an engineer's structural report on proposed works and provide a clearance from a building practitioner. The Owners Corporation will not withhold consent if all these measures are met. (Refer to rule 31 for building works terms and conditions)

3. INCORPORATION OF ACT

To the extent permitted by Part 8 and Schedule 1 of the Act, the Owners Corporation adopts as rules the provisions of the Act and the Regulations and Proprietors of lots must comply with the Act and Regulations and any breach of the Act or Regulations shall constitute a breach of these rules.

4. BEHAVIOUR BY PROPRIETORS

A Proprietor of a Lot must not:

- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor of another Lot or of any person lawfully using Common Property;
- (b) obstruct the lawful use of Common Property by any person;
- (c) when on Common Property, or on any part of a Lot so as to be visible from another Lot or from Common Property, must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor of another Lot or to any person lawfully using Common Property;
- (d) smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks or areas set aside for plant and storage within the Common Property, or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time;
- (e) permit any persons under its control 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;
- (f) permit any persons under its control to use on the Common Property any skateboards, roller skates or roller blades;
- (g) dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in the Common Property;
- (h) permit persons under its control to consume alcohol or take glassware onto the Common Property unless prior written approval has been obtained from the Owners Corporation; or
- (i) use or permit to be used a Lot for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other owner or occupier of a Lot or guests of any such owner or occupier or any other person entitled to use Common Property.

5. CLEANING OF A LOT

5.1 A Proprietor of a Lot must keep the Proprietor's Lot clean and in good repair and condition.

5.2 A Proprietor must take all reasonable steps to prevent infestation of the Proprietor's Lot by vermin and insects.

5.3 A Proprietor of a Lot must 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 a Proprietor's car parking space(s) which is stained by oil, petrol or a like substance and charge that Proprietor for the cost of cleaning. The Owners Corporation will give 14 days notice of its intention to do such cleaning.

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6 DAMAGE TO COMMON PROPERTY

- 6.1 A Proprietor of a Lot must not mark, paint or otherwise damage or deface, any structure, chattel, fixture, fitting, service or easement that forms part of or relates to the Common Property.
- 6.2 A Proprietor of a Lot must not breach the fire regulations by installing unapproved dead locks or peep holes or any other fitting, or fixture or penetration that would void the Owners Corporation's insurance policy.

7 MOVING OF CERTAIN ARTICLES

- 7.1 A Proprietor of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through the Common Property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.
- 7.2 A Proprietor of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through the Common Property via the service lifts and in accordance with the directions of the Manager.
- 7.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the Proprietor of the Lot will inspect the Common Property through which such article is to be moved to establish its state of repair. The Proprietor of the Lot will be liable for any damage caused to the Common Property arising from the movement of the article.

8 INTERFERENCE WITH COMMON PROPERTY

- 8.1 A Proprietor of a Lot must not, without the prior written consent of the Owners Corporation, remove any article, plant or equipment from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles, plant and equipment are used only for their intended use and not damaged.
- 8.2 A Proprietor of a Lot must not, 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.
- 8.3 A Proprietor of a Lot must not modify any air conditioning, heating or ventilation system, or associated ducting, serving that Lot without the prior written consent of the Owners Corporation.
- 8.4 A Proprietor of a Lot must not install nor permit the installation of covering to any storage areas other than as permitted by the Owners Corporation.
- 8.5 A Proprietor of a Lot must not modify any intercom, television aerial or communication system (except telephone connections) serving that Lot without the prior written consent of the Owners Corporation.
- 8.6 A Proprietor of a Lot must not enter any plant, room without the consent of the Owners Corporation.

9 SECURITY OF COMMON PROPERTY

A Proprietor of a 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 Land.

10. NOTIFICATION OF DEFECTS

A Proprietor of a Lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.

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11. COMPENSATION TO OWNERS CORPORATION

The Proprietor of a Lot is liable for, and must on demand compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Proprietor or its respective tenants, licensees or invitees.

12. RESTRICTED USE OF COMMON PROPERTY

- 12.1 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:
- (a) close off any part of the Common Property not required for access to a Lot or either a temporary or permanent basis, or otherwise restrict the access to or use by Proprietors of any part of the Common Property
 - (b) permit, to the exclusion of Proprietors, any designated part of the Common Property to be used by any security person as a means of monitoring the security and general safety of the lots, either solely or in conjunction with other lots, and
 - (c) restrict, by means of key or other security device, the access of the Proprietors of one level of a Building to other levels of that Building or any other Building
- 12.2 A Proprietor of a Lot must abide by any actions taken by the Owners Corporation in accordance with rule 12.1.

13. SECURITY KEYS

- 13.1 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Proprietor of a Lot.
- 13.2 A Proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any other Proprietor of a Lot and must use all reasonable endeavours including, without limitation, an appropriate stipulation in any lease or licence of a Lot to the occupier to ensure the return of the Security Key to the Proprietor or the Owners Corporation.
- 13.3 A Proprietor of a Lot in possession of a Security Key must not, without prior written consent from the Owners Corporation, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Proprietor and is not disposed of otherwise than by returning it to the Proprietor or the Owners Corporation.
- 13.4 A Proprietor of a Lot must promptly notify the Owners Corporation if a Security Key issued to it is lost or destroyed.

14 GARBAGE

- 14.1 A Proprietor of a Lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose.
- 14.2 A Proprietor of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:
- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
 - (b) recyclable items (including paper, cardboard and plastic) as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation.

- (c) cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
- (d) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the Common Property.

15. CONSENT OF OWNERS CORPORATION

A consent given by the Owners Corporation under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the Proprietor for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

16. COMPLAINTS AND APPLICATIONS

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

17. INSURANCE PREMIUMS

- 17.1 A Proprietor 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.
- 17.2 If an increased insurance premium is payable by the Owners Corporation due to the act, omission, negligence or default of a Proprietor, the Proprietor must pay the cost of the increased insurance premium to the Owners Corporation within 14 days of demand.

FIRE CONTROL

- 18.1 A Proprietor of a Lot must not use or interfere with any fire safety equipment, except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 18.2 A Proprietor of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of its Lot.
- 18.3 A Proprietor of a Lot must ensure that all smoke detectors installed in the Lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

19. SIGNS, BLINDS AND AWNINGS

- 19.1 A Proprietor of a Lot must not, without the prior written consent of the Owners Corporation, erect or affix any sign or notice to any part of the Common Property unless approved by the Owners Corporation.
- 19.2 A Proprietor of a Lot must not install or permit the installation of any window coverings other than cream timber or black venetians or such other window coverings permitted by the Owners Corporation from time to time.
- 19.3 A Proprietor of a Lot must not install or permit the installation of any awnings other than as approved by the Owners Corporation.

20. APPEARANCE OF A LOT

Without limiting any other of these rules, a Proprietor of a Lot must not:

- (a) without prior written consent of the Owners Corporation, maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building.



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- (b) install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation;
- (c) operate or permit to be operated on the Lot or within any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property another Lot or another part of the Land;
- (d) without the prior written consent of the Owners Corporation attach to or hang from the exterior of the Lot any aera or any security device or wires;
- (e) place, display or hang any clothes or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the Common Property;
- (f) 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 change;
- (g) install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building;
- (h) install any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation; or
- (i) install any pipes, wiring, cables or the like to the external face of the Building.

21. PAINTING, FINISHING, ETC

A Proprietor of a Lot must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the Common Property.

22. CLOTHES DRYING AND APPEARANCE OF A LOT

A Proprietor of a Lot must not place any washing, towel or other article so as to be visible from the Common Property or outside the Building without the prior written consent of the Owners Corporation.

23. VEHICLES ON COMMON PROPERTY

- 23.1 A Proprietor of a Lot must not park or leave a vehicle on the 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.
- 23.2 A Proprietor of a Lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Owners Corporation.
- 23.3 A Proprietor of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto the Common Property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the Common Property after due notice has been served.
- 23.4 A Proprietor of a Lot must not park within those spaces allocated for visitors parking.
- 23.5 A Proprietor of a Lot must not permit a visitor of its Lot to use those spaces allocated for visitors parking for more than 24 hours without special permission from the Owners Corporation or the Manager.
- 23.6 A Proprietor of a Lot must not permit anyone to park in a space allocated for visitors parking where the purpose of the visit is to attend a property other than a Building.



24. CAR STACKERS

- 24.1 The Proprietor of a Stacker Lot is the owner of the Car Stacker even though its supports are located and affixed in any Common Area or a lot or part of a lot below the Stacker Lot.
- 24.2 The Owners Corporation will maintain, repair and replace all Car Stackers for all proprietors of Stacker Lots.
- 24.3 The Owners Corporation will do all things reasonably required to ensure that all Car Stackers operate in the ordinary course as designed except during times of scheduled maintenance, repair or replacement.
- 24.4 The Owners Corporation will replace a Car Stacker when the Owners Corporation decides the Car Stacker is at the end of its economical or practical life or it is otherwise appropriate to replace it.
- 24.5 A Proprietor of a Stacker Lot must obtain and maintain:
- (a) public liability insurance for the Car Stacker, and
 - (b) insurance for the Car Stacker against damage and destruction.
- 24.6 A Proprietor is not able to use a Car Space when the Car Stacker is being maintained, repaired or replaced.
- 24.7 A Proprietor of a Stacker Lot must ensure that any vehicle is removed from the Car Stacker when requested by the Owners Corporation or its authorised repairer for any scheduled, unexpected or emergency maintenance, repair or replacement of the Car Stacker.
- 24.8 A Proprietor of a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Proprietor's failure to observe rule 24.7.
- 24.9 A Proprietor of a Car Space beneath a Stacker Lot must ensure that any vehicle is removed from that Car Space when requested by the Owners Corporation for any scheduled, unexpected or emergency maintenance, repair or replacement of a Car Stacker.
- 24.10 A Proprietor of a Car Space beneath a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Proprietor's failure to observe rule 24.9.
- 24.11 The Owners Corporation is not liable for and the Proprietor of a Stacker Lot releases and indemnifies the Owners Corporation from and against the failure of the Car Stacker due to maintenance, repair or replacement in the ordinary course or due to unexpected or emergency circumstances or events.
- 24.12 Each Proprietor must reimburse the Owners Corporation as and when required by it for all loss, damage or cost incurred by the Owners Corporation because of any damage to a Car Stacker caused by the Proprietor or an invitee of the Proprietor.

25. CAR STACKER USE

Each Proprietor of a Stacker Lot must not and ensure that each Proprietor and its invitees does not

- (a) use the Stacker Lot for the parking of vehicles which do not meet the Car Stacker manufacturer's specifications or the requirements of the Owners Corporation,
- (b) allow or permit any person to use the Car Stacker who is not a Proprietor of the Proprietor's Lot,
- (c) allow or permit any person to use the Car Stacker if they have not undertaken an induction and training course on the Car Stacker's use, if so required by the Owners Corporation.

- (d) fail to provide particulars to the Owners Corporation of the Proprietor's vehicle and contact details using the Car Stacker including registration number and advise the Owners Corporation of any change,
- (e) damage or misuse the Car Stacker,
- (f) use or allow a Car Stacker to be used for parking of a vehicle unless it is owned or used by the Proprietor of a Stacker Lot or the Proprietor's invitees,
- (g) fail to comply with any rules, requirements or directions about any security device which activates or operates the Car Stacker,
- (h) fail to promptly report to the Owners Corporation any damage, malfunction or failure of the Car Stacker to operate, or
- (i) delegate, assign or sublet any of its rights to use a Car Stacker to anyone other than the Proprietor of a Stacker Lot.

26 COSTS IN RESPECT OF CAR STACKERS

26.1 Each Proprietor must pay the Owners Corporation as and when required by the Owners Corporation the amount equal to the total of the following costs or amounts divided by the number of Stacker Lots:

- (a) under rule 24;
- (b) all operational costs required to operate the Car Stackers;
- (c) a contribution to a sinking fund for the eventual replacement of the Car Stackers at the end of their economic life. The Owners Corporation must maintain the fund if it establishes it; and
- (d) any goods and services tax on the above amounts.

26.2 The Proprietor must pay the amount in rule 26.1 even if the Proprietor does not use the Car Space.

26.3 The Owners Corporation may calculate the costs, contributions and liabilities and require payment in any way it considers is reasonable.

27. STORAGE OF BICYCLES

A Proprietor of a Lot must not:

- (a) permit any bicycle to be stored other than in the areas (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; or
- (b) 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.

28. COMPLIANCE WITH RULES BY INVITEES

28.1 A Proprietor of a Lot must take all reasonable steps to ensure that its invitees comply with these rules and in default take all reasonable steps to ensure that its invitees leave the Land.

28.2 A Proprietor of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these rules.



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29. COMPLIANCE WITH LAWS

- 29.1 A Proprietor of a Lot must at the Proprietor's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any Governmental Agency.
- 29.2 A Proprietor of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the Building, the lots and the Common Property, or which may cause a nuisance or hazard to any other Proprietor of a Lot or its invitees.

30. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS

- 30.1 A Proprietor of a Lot must 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.
- 30.2 A Proprietor of a Lot must not interfere with or obstruct the Manager from performing its duties under any building management agreement entered into from time to time.

31. BUILDING WORKS

- 31.1 A Proprietor of a Lot must not undertake any building works within or about or relating to a Lot except in accordance with the following requirements:
 - (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits, approvals and consents and any conditions thereof;
 - (b) subject to rule 31.2, the Proprietor of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Proprietors;
- 31.2 The Proprietor of a Lot must not permit any trades people or contractors to be on a Lot or the Common Property
 - (a) on a Saturday before 8am or after 5pm;
 - (b) on a Sunday or public holidays at any time; or
 - (c) before 7.00am or after 5.30pm on any other day.
- 31.3 The Proprietor of a Lot must not proceed with any such works until the Proprietor:
 - (a) submits to the Owners Corporation plans and specifications of any works proposed by the Proprietor which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
 - (b) 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 aesthetic and orderly development of the Building and the Land, do not endanger the Building and are compatible with the overall services to the Land, the Building and the individual floors;
 - (c) 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 conditions (including a condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner engaged by the Owners Corporation to consider

such plans and specifications) by the Proprietor and such approval shall not be effective until such costs have been paid; and

31.4 pays such reasonable costs to the Owners Corporation

31.5 The Proprietor of a Lot must ensure that

- (a) the Proprietor and the Proprietor's servants, agents and contractors undertaking any works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management and building protection and hours of work and that such servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein; and
- (b) the main entrance and lobby areas of a Building 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

31.6 Without limiting the generality of rule 31.5 the Proprietor of a Lot must ensure that the Proprietor and the Proprietor's servants, agents and contractors undertaking works observe the following restrictions in respect of the works

- (a) building materials must not be stacked or stored in the front side or rear of the Building
- (b) scaffolding must not be erected on the Common Property or the exterior of the Building
- (c) construction work must comply with all laws and requirements of the relevant Government Agencies;
- (d) the exterior of the Building and the Common Property must at all times be maintained in a clean, tidy and safe state; and
- (e) construction vehicles and construction workers' vehicles must not be brought into or parked in the Common Property.

31.7 Before any of the Proprietor's works commence the Proprietor must

- (a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
- (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation

31.8 Access shall not be available to other lots on the Plan or the Common Property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor of the relevant Lot or of the Owners Corporation in the case of the Common Property

31.9 The Proprietor of a Lot must immediately make good all damage to, and dirtying of, the Building, the Common Property, the services serving the Land or any fixtures, fittings and finishes which are caused by such works. If the Proprietor fails to promptly do so, the Owners Corporation may in its absolute discretion make good the damage and dirtying and in that event the Proprietor is liable for and indemnifies the Owners Corporation against all costs and liabilities incurred or paid by the Owners Corporation in so making good the damage or dirtying.

32 PETS AND ANIMALS

A Proprietor must

- (a) immediately remove any pet or animal from his or her Lot if requested to do so by a written notice given by the Owners Corporation; and



- (b) take a reasonable steps to prevent any animal in his or her control from urinating or defecating on Common Property

33. SELLING AND LEASING

A Proprietor of a Lot must not allow the erection of any "for sale" or "for lease" boards on the Common Property without the prior written consent of the Owners Corporation.

34. USE OF APPURTENANCES

The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purpose other than those for which they were constructed, and rubbish or other undesirable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage must be paid by the Lot Proprietor causing the damage or blockage to the Owners Corporation within 14 days of written demand.

35. INFECTIOUS DISEASES

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Proprietor of such Lot shall give or cause to be given, written notice thereof and any other information which may be required relative thereto to the Manager and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

36. ACCESS TO LOTS

- 36.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) day's notice in writing the Owners Corporation or the Manager and their 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 Lot Proprietor in cases where such leakage or defect is due to any act or default of the Lot Proprietor or its invitees). The Owners Corporation and the Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Lot Proprietor as is reasonably practicable in the circumstances.

- 36.2 The Owners Corporation or the Manager and their servants, agents and contractors may use or traverse over any part of the exterior of a Lot for the purposes of maintenance, cleaning or repairs. The Owners Corporation and the Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Lot Proprietor as is reasonably practicable in the circumstances.

37. PROPRIETORS MOVING IN OR VACATING

- 37.1 Proprietors moving furniture in or out must not:

- (a) do so without notifying the Manager at least 48 hours' prior to the proposed move and without receiving approval from the Manager for the day and time of the proposed move,
- (b) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Manager,
- (c) permit any furniture or items to access or exit the Building other than via the basement,
- (d) permit any vehicles to restrict access to Common Property,
- (e) conduct operations so as to unduly restrict access of other Proprietors to the lifts or lobbies or restrict access to fire escapes.

- (f) place any furniture or items in a lift other than that specified by the Manager and, in any event, not until protective covers have been placed in the lift by the Manager;
- (g) permit any furniture or other items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door; or
- (h) damage the Common Property and must comply with rule 7 in this respect.

37.2 Proprietors moving in or out of the Building will be liable to the Owners Corporation for any damage caused to the Building by the Proprietor or the Proprietor's servants, agents and contractors. If any amount to be paid by a Proprietor moving in or out is not paid within 14 days of the date of moving (and that Proprietor is not the owner of the Lot) then the Owners Corporation may recover the amount owed from the owner of the Lot.

38 CO-OPERATION

Proprietors must work with the Owners Corporation and the Manager to promote and ensure the proper and orderly working and operation of the Building, Common Property and services and facilities on the Land.

39. STORAGE CAGES

A Proprietor of a Lot must not install a storage cage without first obtaining the prior written consent of the Owners Corporation, which consent may be refused or granted (with or without conditions) by the Owners Corporation at its absolute discretion.

40 NO TRADE OR BUSINESS

A Proprietor of a Lot must not use that Lot or any part of the Common Property for any trade or business (excluding short term leasing, sub-letting, licensing or renting of lots) nor permit others to do so unless:

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

41 CONDUCT OF MEETINGS

The conduct of meetings of the Owners Corporation shall be regulated in accordance with the Act.

42 BUILDING MANAGEMENT AGREEMENT

42.1 In accordance with the Act, the Owners Corporation has the power to appoint and enter into an agreement with a Building Manager to provide caretaking, security, cleaning and other operational services for the Complex.

42.2 The Building Manager's duties may include:

- (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments,
- (b) attending to or supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation,

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- (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handy person and room cleaning;
- (d) supervising Owners Corporation employees and contractors;
- (e) providing security services to the Owners Corporation;
- (f) providing cleaning services to the Owners Corporation;
- (g) supervising the Complex generally;
- (h) anything else that the Owners Corporation agrees is necessary for the operation and management of the Complex.

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- 42.3 The Building Manager must comply with instructions from the Owners Corporation about performing its duties.
- 42.4 The Owners Corporation must not, without the written consent of the Building Manager, enter into more than one Building Management Agreement under this rule at any one time.
- 42.5 Any Building Management Agreement entered into by the Owners Corporation pursuant to rule 42.4 will provide for the payment by the Owners Corporation to the Building Manager of remuneration, fees or other consideration for providing the building management services and undertaking the building management duties as provided for in the Building Management Agreement.
- 42.6 The owner or occupier of a lot must not:
- (a) interfere with or obstruct the Building Manager from performing the Building Manager's duties under the Building Management Agreements; or
 - (b) interfere with or obstruct the Building Manager from using the Building Manager's office or any other part of the common property designated by the Owners Corporation for use by the Building Manager.
- 42.7 The owner or occupier of a lot must not, on any lot or the common property (except with the written consent of the Building Manager) conduct or participate in the conduct of
- (a) the business of an owner or Building Manager; or
 - (b) any other business activity that is either:
 - (i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the Complex referred to in rule 42.2; or
 - (ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in rule 42.2.
 - (c) The Owners Corporation must not, without the written consent of the Building Manager, vary or revoke this rule.

43 LETTING AND LICENCE DEED

- 43.1 In accordance with the Act, the Owners Corporation has the power to authorise and enter into a deed with a Letting Manager to provide letting, sales and other services to owners in the Complex.
- 43.2 The Letting Manager's duties may include:
- (a) providing a letting, property management and sales service;
 - (b) providing services to owners and occupiers including, without limitation, the services of a handy person, room cleaning, the provision of linen and the hiring of equipment; and

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- (c) providing telecommunication and internet services
- 43.3 The Letting Manager must comply with instructions from the Owners Corporation about performing its duties
- 43.4 The Owners Corporation must not, without the written consent of the Letting Manager, enter into more than one Letting and Licence Deed under this rule at any one time
- 43.5 Any Letting and Licence Deed entered into by the Owners Corporation pursuant to rule 43.1 must not provide for the payment by the Owners Corporation to the Letting Manager of remuneration fees or other consideration for providing the letting services.
- 43.6 The Letting Manager may, at its own expense, erect or procure the erection of signs within the Complex for the purpose of promoting the letting, property management and sales service of the Letting Manager, subject to the prior consent of the Owners Corporation, acting reasonably.
- 43.7 The owner or occupier of a lot must not
 - (a) interfere with or obstruct the Letting Manager from performing the Letting Manager's duties under the Letting and Licence Deed; or
 - (b) interfere with or obstruct the Letting Manager from using the reception area or any other part of the common property designated by the Owners Corporation for use by the Letting Manager
- 43.8 The owner or occupier of a lot must not, on any lot or the common property (except with the written consent of the Letting Manager) conduct or participate in the conduct of:
 - (a) the business of a Letting Manager; or
 - (b) any other business activity that is an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in rule 43.2

The Owners Corporation must not, without the written consent of the Letting Manager, vary or revoke this rule

44. FINANCIER DEED

- 44.1 The Owners Corporation has the power to enter into any deed or agreement with a financier of the Building Manager and/or Letting Manager (*Financier Deed*) so that the financier's rights pursuant to any security arrangement between the Building Manager and/or Letting Manager and the financier can be enforced. Rule 44.2 sets out the provisions that shall be incorporated in any Financier Deed pursuant to this clause
- 44.2 Limitation on termination of Building Management Agreement:
 - (a) The Owners Corporation under a Financier Deed may terminate the Building Management Agreement and Letting and Licence Deed if
 - (i) the Owners Corporation has given the Building Manager's and/or Letting Manager's financier written notice, addressed to the financier at the financier's address for service, that the Owners Corporation has the right to terminate the Building Management Agreement and/or Letting and Licence Deed; and
 - (ii) when the notice was given, circumstances existed under which the Owners Corporation had the right to terminate the Building Management Agreement and/or Letting and Licence Deed; and
 - (iii) at least 21 days have passed since the notice was given.

- (b) However, the Owners Corporation cannot terminate the Building Management Agreement and/or Letting and Licence Deed, if under arrangements between the financier and the Building Manager and/or Letting Manager the financier
 - (i) is acting under the contract in place of the Building Manager and/or Letting Manager, or
 - (ii) has appointed a person as a receiver or receiver and manager for carrying out the duties referred to in the Building Management Agreement and/or Letting and Licence Deed
- (c) A financier may take the action mentioned in rule 44.2(b) only if the financier has previously given written notice to the Owners Corporation of the financier's intention to take the action.
- (d) The financier may authorise a person to act for the financier under rule 44.2(b)(i) if:
 - (i) the person is not the Building Manager and/or Letting Manager or an associate of the Building Manager and/or Letting Manager;

and

 - (ii) the Owners Corporation has first approved the person.
- (e) For deciding whether to approve a person under rule 44.2(d), the Owners Corporation
 - (i) must act reasonably in the circumstances and as quickly as practicable, and
 - (ii) may have regard only to the character of the person; and the competency, qualifications and experience of the person.
- (f) However, the Owners Corporation must not
 - (i) unreasonably withhold approval of the person; or
 - (ii) require or receive a fee or other consideration for approving the person, other than reimbursement for legal or administrative expenses reasonably incurred by the Owners Corporation in the application for its approval.
- (g) Clause 44.2(c) does not operate to stop the Owners Corporation from terminating the Building Management Agreement and/or Letting and Licence Deed due to something done or not done by, or at the direction of the financier, or a person appointed as a receiver or receiver and manager by the financier for the purposes of clause 44.2(b), in performing the duties or obligations of the Building Manager and/or Letting Manager under the Building Management Agreement and/or Letting and Licence Deed after the financier started to act under that clause.
- (h) Nothing in this section stops the ending of the Building Management Agreement and/or Letting and Licence Deed by the mutual agreement of the Owners Corporation, the Building Manager and/or Letting Manager and the financier.
- (i) In this section

'address for service' for a financier, means the financier's address for service

 - (i) detailed in the Financier Deed, or
 - (ii) if the financier's address for service is different to the address contained in the Financier Deed, the different address.
- (j) It is the responsibility of the financier to provide written notice to the Owners Corporation of any changes to its address for service.



OWNERS CORPORATION No 1 PS 711384P/S3
ADDITIONAL OWNERS CORPORATION RULES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these rules:

- (a) **"Act"** means the *Owners Corporations Act 2006* (Vic);
- (b) **"Building Manager"** means the person or entity appointed under the Building Management Agreement;
- (c) **"Building Management Agreement"** means a Building Management Agreement entered into pursuant to Rule 42;
- (d) **"Buildings"** means the buildings constructed on the Land;
- (e) **"Car Space"** means a Proprietor's Car Space Lot or that part of a Proprietor's Lot as shown in the basement diagrams of the Plan;
- (f) **"Car Stacker"** means the mechanical car stacking machinery and associated equipment and its supports;
- (g) **"Common Property"** means the common property on the Plan;
- (h) **"Complex"** means all buildings and improvements within the Plan;
- (i) **"Governmental Agency"** means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (j) **"Land"** means the whole of the land described in the Plan;
- (k) **"Letting Manager"** means the person or entity appointed under the Letting and Licence Deed;
- (l) **"Letting and Licence Deed"** means the Letting and Licence Deed entered into pursuant to Rule 43;
- (m) **"Lots"** means the lots on the Plan;
- (n) **"Manager"** means the person appointed by the Owners Corporation as its manager from time to time under Part 6 of the Act;
- (o) **"Owners Corporation"** means owners corporation no. 1 PS 711384P/S3 and includes any Manager who, or committee, established in accordance with the Act, that has 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 these rules;
- (p) **"Plan"** means plan of subdivision no. PS 711384P/S3;
- (q) **"Proprietor"** includes the owner of a Lot and an occupier of that Lot;
- (r) **"Regulations"** means the *Owners Corporations Regulations 2007* (Vic) and/or any regulations made under the Act from time to time;

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- (e) **"Security Key"** means a key, magnetic card or other device used to open and close doors, gates and locks or to generate alarms, security systems or communication systems in respect of a Lot or the Common Property; and
- (f) **"Stacker Lot"** means a lot or part of a lot intended to be used as a car parking space and only accessible by a Car Stacker.

1.2 Interpretation

Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) the singular includes the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (f) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (g) specifying anything in these rules after the words "include", "including", "for example", "such as" or similar expressions does not limit what else is included unless there is express wording to the contrary;
- (h) a reference to the Owners Corporation includes any elected committee of the Owners Corporation and/or committee member; and
- (i) a reference to a thing includes part of that thing.

1.3 Other rights

The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be granted in writing to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. SUPPORT AND PROVISION OF SERVICES

2.1 Except for the purposes of maintenance and renewal and with the prior written consent of the Owners Corporation, a Proprietor of a Lot must not do anything or permit anything to be done on or in relation to that Proprietor's Lot or the Common Property so that:

- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- (b) the structural and functional integrity of any part of the Common Property is impaired; or
- (c) the passage or provision of services through the Lot or the Common Property is interfered with.

2.2 A Proprietor of a Lot must not remove any adjoining walls to another apartment to make one large apartment without first requesting permission from the Owners Corporation. The Proprietor must

first obtain an engineer's structural report on proposed works and provide a clearance from a building practitioner. The Owners Corporation will not withhold consent if all these measures are met. (Refer to rule 31 for building works terms and conditions).

3. INCORPORATION OF ACT

To the extent permitted by Part 8 and Schedule 1 of the Act, the Owners Corporation adopts as rules the provisions of the Act and the Regulations and Proprietors of lots must comply with the Act and Regulations and any breach of the Act or Regulations shall constitute a breach of these rules.

4. BEHAVIOUR BY PROPRIETORS

A Proprietor of a Lot must not:

- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor of another Lot or of any person lawfully using Common Property;
- (b) obstruct the lawful use of Common Property by any person;
- (c) when on Common Property, or on any part of a Lot so as to be visible from another Lot or from Common Property, must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor of another Lot or to any person lawfully using Common Property;
- (d) smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks or areas set aside for plant and storage within the Common Property, or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time;
- (e) permit any persons under its control 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;
- (f) permit any persons under its control to use on the Common Property any skateboards, roller skates or roller blades;
- (g) dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in the Common Property;
- (h) permit persons under its control to consume alcohol or take glassware onto the Common Property unless prior written approval has been obtained from the Owners Corporation; or
- (i) use or permit to be used a Lot for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other owner or occupier of a Lot or guests of any such owner or occupier or any other person entitled to use Common Property.

5. CLEANING OF A LOT

- 5.1 A Proprietor of a Lot must keep the Proprietor's Lot clean and in good repair and condition.
- 5.2 A Proprietor must take all reasonable steps to prevent infestation of the Proprietor's Lot by vermin and insects.
- 5.3 A Proprietor of a Lot must 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 a Proprietor's car parking space(s) which is stained by oil, petrol or a like substance and charge that Proprietor for the cost of cleaning. The Owners Corporation will give 14 days notice of its intention to do such cleaning.

6. DAMAGE TO COMMON PROPERTY

- 6.1 A Proprietor of a Lot must not mark, paint or otherwise damage or deface, any structure, chattel, fixture, fitting, service or easement that forms part of or relates to the Common Property.
- 6.2 A Proprietor of a Lot must not breach the fire regulations by installing unapproved dead locks or peep holes or any other fitting, or fixture or penetration that would void the Owners Corporation's insurance policy.

7. MOVING OF CERTAIN ARTICLES

- 7.1 A Proprietor of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through the Common Property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.
- 7.2 A Proprietor of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through the Common Property via the service lifts and in accordance with the directions of the Manager.
- 7.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the Proprietor of the Lot will inspect the Common Property through which such article is to be moved to establish its state of repair. The Proprietor of the Lot will be liable for any damage caused to the Common Property arising from the movement of the article.

8. INTERFERENCE WITH COMMON PROPERTY

- 8.1 A Proprietor of a Lot must not, without the prior written consent of the Owners Corporation, remove any article, plant or equipment from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles, plant and equipment are used only for their intended use and not damaged.
- 8.2 A Proprietor of a Lot must not, 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.
- 8.3 A Proprietor of a Lot must not modify any air conditioning, heating or ventilation system, or associated ducting, servicing that Lot without the prior written consent of the Owners Corporation.
- 8.4 A Proprietor of a Lot must not install nor permit the installation of covering to any storage areas other than as permitted by the Owners Corporation.
- 8.5 A Proprietor of a Lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the Owners Corporation.
- 8.6 A Proprietor of a Lot must not enter any plant room without the consent of the Owners Corporation.

9. SECURITY OF COMMON PROPERTY

A Proprietor of a 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 Land.

10. NOTIFICATION OF DEFECTS

A Proprietor of a Lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to, or defect in, the Common Property or any personal property vested in the Owners Corporation.

11. COMPENSATION TO OWNERS CORPORATION

The Proprietor of a Lot is liable for, and must on demand compensate the Owners Corporation, in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Proprietor or its respective tenants, licensees or invitees.

12. RESTRICTED USE OF COMMON PROPERTY

12.1 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:

- (a) 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, Proprietors of any part of the Common Property;
- (b) permit, to the exclusion of Proprietors, any designated part of the Common Property to be used by any security person as a means of monitoring the security and general safety of the lots, either solely or in conjunction with other lots; and
- (c) restrict, by means of key or other security device, the access of the Proprietors of one level of a Building to other levels of that Building or any other Building.

12.2 A Proprietor of a Lot must abide by any actions taken by the Owners Corporation in accordance with rule 12.1.

13. SECURITY KEYS

13.1 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Proprietor of a Lot.

13.2 A Proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any other Proprietor of a Lot and must use all reasonable endeavours including, without limitation, an appropriate stipulation in any lease or licence of a Lot to the occupier to ensure the return of the Security Key to the Proprietor or the Owners Corporation.

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

13.4 A Proprietor of a Lot must promptly notify the Owners Corporation if a Security Key issued to it is lost or destroyed.

14. GARBAGE

14.1 A Proprietor of a Lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose.

14.2 A Proprietor of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:

- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
- (b) recyclable items (including paper, cardboard and plastic) as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;

- (c) cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
- (d) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the Common Property.

15. CONSENT OF OWNERS CORPORATION

A consent given by the Owners Corporation under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the Proprietor for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

16. COMPLAINTS AND APPLICATIONS

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

17. INSURANCE PREMIUMS

- 17.1 A Proprietor 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.
- 17.2 If an increased insurance premium is payable by the Owners Corporation due to the act, omission, negligence or default of a Proprietor, the Proprietor must pay the cost of the increased insurance premium to the Owners Corporation within 14 days of demand.

18. FIRE CONTROL

- 18.1 A Proprietor of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 18.2 A Proprietor of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of its Lot.
- 18.3 A Proprietor of a Lot must ensure that all smoke detectors installed in the Lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

19. SIGNS, BLINDS AND AWNINGS

- 19.1 A Proprietor of a Lot must not, without the prior written consent of the Owners Corporation, erect or affix any sign or notice to any part of the Common Property unless approved by the Owners Corporation.
- 19.2 A Proprietor of a Lot must not install or permit the installation of any window coverings other than cream, timber or black venetians or such other window coverings permitted by the Owners Corporation from time to time.
- 19.3 A Proprietor of a Lot must not install, or permit the installation of, any awnings other than as approved by the Owners Corporation.

20. APPEARANCE OF A LOT

Without limiting any other of these rules, a Proprietor of a Lot must not:

- (a) without prior written consent of the Owners Corporation maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;

- (b) install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation;
- (c) operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another Lot or another part of the Land;
- (d) without the prior written consent of the Owners Corporation attach to or hang from the exterior of the Lot any aerial or any security device or wires;
- (e) place, display or hang any 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;
- (f) 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 change;
- (g) install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building;
- (h) install any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation; or
- (i) install any pipes, wiring, cables or the like to the external face of the Building.

21. PAINTING, FINISHING, ETC

A Proprietor of a Lot must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the Common Property.

22. CLOTHES DRYING AND APPEARANCE OF A LOT

A Proprietor of a Lot must not place any washing, towel or other article so as to be visible from the Common Property or outside the Building without the prior written consent of the Owners Corporation.

23. VEHICLES ON COMMON PROPERTY

- 23.1 A Proprietor of a Lot must not park or leave a vehicle on the 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.
- 23.2 A Proprietor of a Lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Owners Corporation.
- 23.3 A Proprietor of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto the Common Property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the Common Property after due notice has been served.
- 23.4 A Proprietor of a Lot must not park within those spaces allocated for visitors parking.
- 23.5 A Proprietor of a Lot must not permit a visitor of its Lot to use those spaces allocated for visitors parking for more than 24 hours without special permission from the Owners Corporation or the Manager.
- 23.6 A Proprietor of a Lot must not permit anyone to park in a space allocated for visitors parking where the purpose of the visit is to attend a property other than a Building.

24. CAR STACKERS

- 24.1 The Proprietor of a Stacker Lot is the owner of the Car Stacker even though its supports are located and affixed in any Common Area or a lot or part of a lot below the Stacker Lot.
- 24.2 The Owners Corporation will maintain, repair and replace all Car Stackers for all proprietors of Stacker Lots.
- 24.3 The Owners Corporation will do all things reasonably required to ensure that all Car Stackers operate in the ordinary course as designed except during times of scheduled maintenance, repair or replacement.
- 24.4 The Owners Corporation will replace a Car Stacker when the Owners Corporation decides the Car Stacker is at the end of its economical or practical life or it is otherwise appropriate to replace it.
- 24.5 A Proprietor of a Stacker Lot must obtain and maintain:
- (a) public liability insurance for the Car Stacker, and
 - (b) insurance for the Car Stacker against damage and destruction.
- 24.6 A Proprietor is not able to use a Car Space when the Car Stacker is being maintained, repaired or replaced.
- 24.7 A Proprietor of a Stacker Lot must ensure that any vehicle is removed from the Car Stacker when requested by the Owners Corporation or its authorised repairer for any scheduled, unexpected or emergency maintenance, repair or replacement of the Car Stacker.
- 24.8 A Proprietor of a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Proprietor's failure to observe rule 24.7.
- 24.9 A Proprietor of a Car Space beneath a Stacker Lot must ensure that any vehicle is removed from that Car Space when requested by the Owners Corporation for any scheduled, unexpected or emergency maintenance, repair or replacement of a Car Stacker.
- 24.10 A Proprietor of a Car Space beneath a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Proprietor's failure to observe rule 24.9.
- 24.11 The Owners Corporation is not liable for, and the Proprietor of a Stacker Lot releases and indemnifies the Owner's Corporation from and against the failure of the Car Stacker due to maintenance, repair or replacement in the ordinary course or due to unexpected or emergency circumstances or events.
- 24.12 Each Proprietor must reimburse the Owners Corporation as and when required by it for all loss, damage or cost incurred by the Owners Corporation because of any damage to a Car Stacker caused by the Proprietor or an invitee of the Proprietor.

25. CAR STACKER USE

Each Proprietor of a Stacker Lot must not and ensure that each Proprietor and its invitees does not:

- (a) use the Stacker Lot for the parking of vehicles which do not meet the Car Stacker manufacturer's specifications or the requirements of the Owners Corporation;
- (b) allow or permit any person to use the Car Stacker who is not a Proprietor of the Proprietor's Lot;
- (c) allow or permit any person to use the Car Stacker if they have not undertaken an induction and training course on the Car Stacker's use, if so required by the Owners Corporation;

- (d) fail to provide particulars to the Owners Corporation of the Proprietor's vehicle and contact details using the Car Stacker including registration number and advise the Owners Corporation of any change;
- (e) damage or misuse the Car Stacker;
- (f) use, or allow a Car Stacker to be used for parking of a vehicle unless it is owned or used by the Proprietor of a Stacker Lot or the Proprietor's invitees;
- (g) fail to comply with any rules, requirements or directions about any security device which activates or operates the Car Stacker;
- (h) fail to promptly report to the Owners Corporation any damage, malfunction or failure of the Car Stacker to operate; or
- (i) delegate, assign or sublet any of its rights to use a Car Stacker to anyone other than the Proprietor of a Stacker Lot.

26. COSTS IN RESPECT OF CAR STACKERS

- 26.1 Each Proprietor must pay the Owners Corporation as and when required by the Owners Corporation the amount equal to the total of the following costs or amounts divided by the number of Stacker Lots:
- (a) under rule 24;
 - (b) all operational costs required to operate the Car Stackers;
 - (c) a contribution to a sinking fund for the eventual replacement of the Car Stackers at the end of their economic life. The Owners Corporation must maintain the fund if it establishes it; and
 - (d) any goods and services tax on the above amounts.
- 26.2 The Proprietor must pay the amount in rule 26.1 even if the Proprietor does not use the Car Space.
- 26.3 The Owners Corporation may calculate the costs, contributions and liabilities and require payment in any way it considers is reasonable.

27. STORAGE OF BICYCLES

A Proprietor of a Lot must not:

- (a) permit any bicycle to be stored other than in the areas (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; or
- (b) 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.

28. COMPLIANCE WITH RULES BY INVITEES

- 28.1 A Proprietor of a Lot must take all reasonable steps to ensure that its invitees comply with these rules and in default take all reasonable steps to ensure that its invitees leave the Land.
- 28.2 A Proprietor of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these rules.

29. COMPLIANCE WITH LAWS

- 29.1 A Proprietor of a Lot must at the Proprietor's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any Governmental Agency.
- 29.2 A Proprietor of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the Building, the lots and the Common Property, or which may cause a nuisance or hazard to any other Proprietor of a Lot or its invitees.

30. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS

- 30.1 A Proprietor of a Lot must 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.
- 30.2 A Proprietor of a Lot must not interfere with or obstruct the Manager from performing its duties under any building management agreement entered into from time to time.

31. BUILDING WORKS

- 31.1 A Proprietor of a Lot must not undertake any building works within or about or relating to a Lot except in accordance with the following requirements:
- (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof;
 - (b) subject to rule 31.2, the Proprietor of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Proprietors;
- 31.2 The Proprietor of a Lot must not permit any trades people or contractors to be on a Lot or the Common Property:
- (a) on a Saturday before 8am or after 5pm;
 - (b) on a Sunday or public holidays at any time; or
 - (c) before 7.00am or after 5.30pm on any other day.
- 31.3 The Proprietor of a Lot must not proceed with any such works until the Proprietor:
- (a) submits to the Owners Corporation plans and specifications of any works proposed by the Proprietor which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
 - (b) 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 aesthetic and orderly development of the Building and the Land, do not endanger the Building and are compatible with the overall services to the Land, the Building and the individual floors;
 - (c) 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 conditions (including a condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner engaged by the Owners Corporation to consider

such plans and specifications) by the Proprietor and such approval shall not be effective until such costs have been paid); and

31.4 pays such reasonable costs to the Owners Corporation.

31.5 The Proprietor of a Lot must ensure that:

- (a) the Proprietor and the Proprietor's servants, agents and contractors undertaking any works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management and building protection and hours of work and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein; and
- (b) the main entrance and lobby areas of a Building 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.

31.6 Without limiting the generality of rule 31.5 the Proprietor of a Lot must ensure that the Proprietor and the Proprietor's servants, agents and contractors undertaking works observe the following restrictions in respect of the works:

- (a) building materials must not be stacked or stored in the front side or rear of the Building;
- (b) scaffolding must not be erected on the Common Property or the exterior of the Building;
- (c) construction work must comply with all laws and requirements of the relevant Government Agencies;
- (d) the exterior of the Building and the Common Property must at all times be maintained in a clean tidy and safe state; and
- (e) construction vehicles and construction workers' vehicles must not be brought into, or parked in, the Common Property.

31.7 Before any of the Proprietor's works commence the Proprietor must:

- (a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
- (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.

31.8 Access shall not be available to other lots on the Plan or the Common Property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor of the relevant Lot or of the Owners Corporation in the case of the Common Property.

31.9 The Proprietor of a Lot must immediately make good all damage to, and dirtying of, the Building, the Common Property, the services servicing the Land or any fixtures fittings and finishes which are caused by such works. If the Proprietor fails to promptly do so, the Owners Corporation may in its absolute discretion make good the damage and dirtying and in that event the Proprietor is liable for and indemnifies the Owners Corporation against all costs and liabilities incurred or paid by the Owners Corporation in so making good the damage or dirtying.

32. PETS AND ANIMALS

A Proprietor must:

- (a) immediately remove any pet or animal from his or her Lot if requested to do so by a written notice given by the Owners Corporation; and

- (b) take all reasonable steps to prevent any animal in his or her control from urinating or defecating on Common Property.

33. SELLING AND LEASING

A Proprietor of a Lot must not allow the erection of any for sale or for lease boards on the Common Property without the prior written consent of the Owners Corporation.

34. USE OF APPURTENANCES

The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purpose other than those for which they were constructed, and rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage must be paid by the Lot Proprietor causing the damage or blockage to the Owners Corporation within 14 days of written demand.

35. INFECTIOUS DISEASES

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Proprietor of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Manager and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

36. ACCESS TO LOTS

- 36.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) day's notice in writing the Owners Corporation or the Manager and their 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 Lot Proprietor in cases where such leakage or defect is due to any act or default of the Lot Proprietor or its invitees). The Owners Corporation and the Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Lot Proprietor as is reasonably practicable in the circumstances.
- 36.2 The Owners Corporation or the Manager and their servants, agents and contractors may use or traverse over any part of the exterior of a Lot for the purposes of maintenance, cleaning or repairs. The Owners Corporation and the Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Lot Proprietor as is reasonably practicable in the circumstances.

37. PROPRIETORS MOVING IN OR VACATING

- 37.1 Proprietors moving furniture in or out must not:
 - (a) do so without notifying the Manager at least 48 hours' prior to the proposed move and without receiving approval from the Manager for the day and time of the proposed move;
 - (b) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Manager;
 - (c) permit any furniture or items to access or exit the Building other than via the basement;
 - (d) permit any vehicles to restrict access to Common Property;
 - (e) conduct operations so as to unduly restrict access of other Proprietors to the lifts or lobbies or restrict access to fire escapes;

- (f) place any furniture or items in a lift other than that specified by the Manager and, in any event, not until protective covers have been placed in the lift by the Manager;
 - (g) permit any furniture or other items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door; or
 - (h) damage the Common Property and must comply with rule 7 in this respect.
- 37.2 Proprietors moving in or out of the Building will be liable to the Owners Corporation for any damage caused to the Building by the Proprietor or the Proprietor's servants, agents and contractors. If any amount to be paid by a Proprietor moving in or out is not paid within 14 days of the date of moving (and that Proprietor is not the owner of the Lot), then the Owners Corporation may recover the amount owed from the owner of the Lot.

38. CO-OPERATION

Proprietors must work with the Owners Corporation and the Manager to promote and ensure the proper and orderly working and operation of the Building, Common Property and services and facilities on the Land.

39. STORAGE CAGES

A Proprietor of a Lot must not install a storage cage without first obtaining the prior written consent of the Owners Corporation, which consent may be refused or granted (with or without conditions) by the Owners Corporation at its absolute discretion.

40. NO TRADE OR BUSINESS

A Proprietor of a Lot must not use that Lot or any part of the Common Property for any trade or business (excluding short term leasing, subleasing, licencing or renting of lots) nor permit others to do so unless:

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

41. CONDUCT OF MEETINGS

The conduct of meetings of the Owners Corporation shall be regulated in accordance with the Act.

42. BUILDING MANAGEMENT AGREEMENT

42.1 In accordance with the Act, the Owners Corporation has the power to appoint and enter into an agreement with a Building Manager to provide caretaking, security, cleaning and other operational services for the Complex.

42.2 The Building Manager's duties may include:

- (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments;
- (b) attending to or supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation;

- (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handy person and room cleaning;
 - (d) supervising Owners Corporation employees and contractors;
 - (e) providing security services to the Owners Corporation;
 - (f) providing cleaning services to the Owners Corporation;
 - (g) supervising the Complex generally;
 - (h) anything else that the Owners Corporation agrees is necessary for the operation and management of the Complex.
- 42.3 The Building Manager must comply with instructions from the Owners Corporation about performing its duties.
- 42.4 The Owners Corporation must not, without the written consent of the Building Manager, enter into more than one Building Management Agreement under this rule at any one time.
- 42.5 Any Building Management Agreement entered into by the Owners Corporation pursuant to rule 42.1 will provide for the payment by the Owners Corporation to the Building Manager of remuneration, fees or other consideration for providing the building management services and undertaking the building management duties as provided for in the Building Management Agreement.
- 42.6 The owner or occupier of a lot must not:
- (a) interfere with or obstruct the Building Manager from performing the Building Manager's duties under the Building Management Agreements; or
 - (b) interfere with or obstruct the Building Manager from using the Building Manager's office or any other part of the common property designated by the Owners Corporation for use by the Building Manager.
- 42.7 The owner or occupier of a lot must not, on any lot or the common property (except with the written consent of the Building Manager) conduct or participate in the conduct of:
- (a) the business of an onsite Building Manager; or
 - (b) any other business activity that is either:
 - (i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the Complex referred to in rule 42.2, or
 - (ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in rule 42.2.
 - (c) The Owners Corporation must not, without the written consent of the Building Manager, vary or revoke this rule.

43. LETTING AND LICENCE DEED

- 43.1 In accordance with the Act, the Owners Corporation has the power to authorise and enter into a deed with a Letting Manager to provide letting, sales, and other services to owners in the Complex.
- 43.2 The Letting Manager's duties may include:
- (a) providing a letting, property management and sales service;
 - (b) providing services to owners and occupiers including, without limitation, the services of a handy person, room cleaning, the provision of linen and the hiring of equipment; and

- (c) providing telecommunication and internet services.
- 43.3 The Letting Manager must comply with instructions from the Owners Corporation about performing its duties.
- 43.4 The Owners Corporation must not, without the written consent of the Letting Manager, enter into more than one Letting and Licence Deed under this rule at any one time.
- 43.5 Any Letting and Licence Deed entered into by the Owners Corporation pursuant to rule 43.1 must not provide for the payment by the Owners Corporation to the Letting Manager of remuneration, fees or other consideration for providing the letting services.
- 43.6 The Letting Manager may, at its own expense, erect or procure the erection of signs within the Complex for the purpose of promoting the letting, property management and sales service of the Letting Manager, subject to the prior consent of the Owners Corporation, acting reasonably.
- 43.7 The owner or occupier of a lot must not:
 - (a) interfere with or obstruct the Letting Manager from performing the Letting Manager's duties under the Letting and Licence Deed; or
 - (b) interfere with or obstruct the Letting Manager from using the reception area or any other part of the common property designated by the Owners Corporation for use by the Letting Manager.
- 43.8 The owner or occupier of a lot must not, on any lot or the common property (except with the written consent of the Letting Manager) conduct or participate in the conduct of:
 - (a) the business of a Letting Manager; or
 - (b) any other business activity that is an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in rule 43.2.

The Owners Corporation must not, without the written consent of the Letting Manager, vary or revoke this rule.

44. FINANCIER DEED

- 44.1 The Owners Corporation has the power to enter into any deed or agreement with a financier of the Building Manager and/or Letting Manager (**Financier Deed**) so that the financier's rights pursuant to any security arrangement between the Building Manager and/or Letting Manager and the financier can be enforced. Rule 44.2 sets out the provisions that shall be incorporated in any Financier Deed pursuant to this clause.
- 44.2 Limitation on termination of Building Management Agreement
 - (a) The Owners Corporation under a Financier Deed may terminate the Building Management Agreement and Letting and Licence Deed if:
 - (i) the Owners Corporation has given the Building Manager's and/or Letting Manager's financier written notice, addressed to the financier at the financier's address for service, that the Owners Corporation has the right to terminate the Building Management Agreement and/or Letting and Licence Deed; and
 - (ii) when the notice was given, circumstances existed under which the Owners Corporation had the right to terminate the Building Management Agreement and/or Letting and Licence Deed; and
 - (iii) at least 21 days have passed since the notice was given.

- (b) However, the Owners Corporation cannot terminate the Building Management Agreement and/or Letting and Licence Deed, if under arrangements between the financier and the Building Manager and/or Letting Manager, the financier:
 - (i) is acting under the contract in place of the Building Manager and/or Letting Manager, or
 - (ii) has appointed a person as a receiver or receiver and manager for carrying out the duties referred to in the Building Management Agreement and/or Letting and Licence Deed.
- (c) A financier may take the action mentioned in rule 44.2(b) only if the financier has previously given written notice to the Owners Corporation of the financier's intention to take the action.
- (d) The financier may authorise a person to act for the financier under rule 44.2(b)(i) if:
 - (i) the person is not the Building Manager and/or Letting Manager or an associate of the Building Manager and/or Letting Manager;
 and
 - (ii) the Owners Corporation has first approved the person.
- (e) For deciding whether to approve a person under rule 44.2(d), the Owners Corporation:
 - (i) must act reasonably in the circumstances and as quickly as practicable; and
 - (ii) may have regard only to the character of the person, and the competency, qualifications and experience of the person.
- (f) However, the Owners Corporation must not
 - (i) unreasonably withhold approval of the person; or
 - (ii) require or receive a fee or other consideration for approving the person, other than reimbursement for legal or administrative expenses reasonably incurred by the Owners Corporation in the application for its approval.
- (g) Clause 44.2(b) does not operate to stop the Owners Corporation from terminating the Building Management Agreement and/or Letting and Licence Deed due to something done or not done by, or at the direction of the financier, or a person appointed as a receiver or receiver and manager by the financier for the purposes of clause 44.2(b), in performing the duties or obligations of the Building Manager and/or Letting Manager under the Building Management Agreement and/or Letting and Licence Deed after the financier started to act under that clause.
- (h) Nothing in this section stops the ending of the Building Management Agreement and/or Letting and Licence Deed by the mutual agreement of the Owners Corporation, the Building Manager and/or Letting Manager and the financier.
- (i) In this section

'address for service' for a financier, means the financier's address for service

 - (i) detailed in the Financier Deed; or
 - (ii) if the financier's address for service is different to the address contained in the Financier Deed, the different address.
- (j) It is the responsibility of the financier to provide written notice to the Owners Corporation of any changes to its address for service.

Owner Ledger

Start Date : 10/07/2021

End Date : 10/07/2026

Lot 201C Unit 217/6 Clarkson Court Julius Kurniadi & Devin / Jong & Kurniadi

Levies										
Levy No.	Due date	Sys. Entered Date	Details	Levy Amount	Paid	Interest Paid	Interest on arrears	Levy Balance	Levy Type	Status
1	01/06/2023	07/07/2023	Administrative Fund Levy Contribution 01/06/23 - 31/08/23	\$791.32	\$791.32	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
2	01/06/2023	07/07/2023	Maintenance Fund Levy Contribution 01/06/23 - 31/08/23	\$49.43	\$49.43	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
3	01/09/2023	12/07/2023	Maintenance Fund Levy Contribution 01/09/23 - 30/11/23	\$247.12	\$247.12	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
4	01/09/2023	12/07/2023	Administrative Fund Levy Contribution 01/09/23 - 30/11/23	\$1,133.12	\$1,133.12	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
5	01/09/2023	13/07/2023	Special Levy for Insurance Deficit	\$484.08	\$484.08	\$0.00	\$0.00	\$0.00	O - Special Levy	A
6	10/12/2023	10/11/2023	Administrative Fund Levy Contribution 01/12/23 - 29/02/24	\$876.77	\$876.77	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
7	10/12/2023	10/11/2023	Maintenance Fund Levy Contribution 01/12/23 - 29/02/24	\$98.86	\$98.86	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
8	01/03/2024	12/01/2024	Administrative Fund Levy Contribution 01/03/24 - 31/05/24	\$876.77	\$876.77	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
9	01/03/2024	12/01/2024	Maintenance Fund Levy Contribution 01/03/24 - 31/05/24	\$98.86	\$98.86	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A

Prepared for Owners Corporation Gardiner Road 1A Campus Clayton PS 711384P OC1 [PS711384P OC1]

CAMPUS CLAYTON/1A GARDINER ROAD CLAYTON VIC 3168 (ABN: 69 655 673 314)

Levies										
Levy No.	Due date	Sys. Entered Date	Details	Levy Amount	Paid	Interest Paid	Interest on arrears	Levy Balance	Levy Type	Status
10	01/06/2024	16/04/2024	Administrative Fund Levy Contribution 01/06/24 - 31/08/24	\$876.77	\$876.77	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
11	01/06/2024	16/04/2024	Maintenance Fund Levy Contribution 01/06/24 - 31/08/24	\$98.86	\$98.86	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A

Current position as at 10/07/2024

Prepaid : \$0.00 Levy Arrears & Owner Invoices Due : \$0.00 Interest on Levy Arrears : \$0.00 Total Arrears : \$0.00


Receipts					Amount	Receipt Balance	Allocated Levies
17172		23/05/2023			\$791.32	\$0.00	1
17173		23/05/2023			\$49.43	\$0.00	2
22495		18/08/2023			\$925.16	\$0.00	4
25689		19/09/2023			\$939.16	\$0.00	3,4,5
30961		20/11/2023			\$975.63	\$0.00	6,7
39610		16/02/2024			\$975.63	\$0.00	8,9
49486		22/05/2024			\$975.63	\$0.00	10,11

Balance Sheet

As at 10/07/2024

Account Classification	Amount(\$)
<u>Assets</u>	
Administrative Fund	
Common Area	
Accounts Receivable	37.95
	37.95
Accounts Receivable	
Owner	1,028.29
Regular Contributions	28,822.81
Special Contributions	1,553.09
	31,404.19
Cash at Bank -> AccNo:256961038	
Presented	134,230.65
	134,230.65
Maintenance Fund	
Accounts Receivable	
Owner	44.46
Regular Contributions	3,096.23
	3,140.69
Cash at Bank -> AccNo:256961038	
Presented	126,959.18
	126,959.18
Unallocated Fund	
Cash at Bank -> AccNo:256961038	
Presented	10,609.99
	10,609.99
Total Assets	\$306,382.65
<u>Less Liabilities</u>	
Administrative Fund	
Accounts Payable	16,954.23
GST Clearing	4,999.58
Holding Account	500.00
	22,453.81
Maintenance Fund	
GST Clearing	1,916.84
	1,916.84
Unallocated Fund	
Prepaid- Contributions	10,609.99
	10,609.99
Total Liabilities	\$34,980.64

Account Classification	Amount(\$)
Net Assets	<u>\$271,402.01</u>
Equity	
Administrative Fund	
Owners' Equity	(84,247.92)
Operating Surplus/(Deficit)	<u>107,948.97</u>
	23,701.05
Maintenance Fund	
Owners' Equity	50,915.35
Operating Surplus/(Deficit)	<u>45,143.42</u>
	96,058.77
Total Equity	\$119,759.82
Net Owners' Fund	<u>\$119,759.82</u>

To:	Klair Jones	Access Strata
From:	Richard Drew +61 411 498 879	Page 1 of 3
General correspondence		Inspection Report
Fee memorandum		Meeting Record
Project:	1A Gardiner Rd CLAYTON	Date: 16 May 2021
Subject:	Ground level slab leakage	



D R Partners
 #3, 218 Upper Heidelberg Rd
 Ivanhoe 3079
 +61 3 9497 3897
richard@drpartners.com.au

The exterior ground floor and basement to the apartment complex at 1A Gardiner St Clayton was inspected 4 May 2021 in the company of Mr. Jeff Beck and Mr. Robert Quick.

The inspection was carried out as part of an overall structural assessment of water penetration issues into the basement, and does not represent an audit of the condition of the basement.

Structural engineering drawings were not available at the time of inspection.

The ground structure is concrete, very likely post-tensioned (prestressed) concrete. There are no evident movement joints and the concrete slab structure is comprehensively restrained by perimeter basement walls and stair/lift shear walls. Structures of this type are susceptible to restraint cracking and rely on effective and flexible membrane systems for waterproofing.

Insulation material fixed to the underside of the floor to the occupiable space above means that cracking is not visible and structural assessment in this area is not possible. Moreover, the presence of such insulation means that infiltrating water can be conveyed laterally some distance from its source before it becomes visible.

There is consistent cracking to the slab, predominantly occurring perpendicular to the length of the basement, and at points of restraint and structural weakness. Where these cracks are below external areas there is consistent penetration of water with cathemites¹ (stalagmites/stalagmites) forming on the ground floor slab soffit and basement slab surface respectively. The process that forms these deposits is evidence of "carbonation"² whereby leachate removes calcium compounds from the concrete, reducing the protective alkaline environment around the steel reinforcing bar.





Whilst there is no immediate structural issue, over time (decades - dependant on the makeup of the concrete mix) persistent water penetration and leaching can lead to corrosion of reinforcement and spalling (concrete cancer). Furthermore, the leachate is caustic and corrosive to cars, and forms a trip/slip hazard where deposited in trafficable areas. Clearly, ventilations services, steel ducts, fixings and other corrodible materials are also adversely affected by excessive water penetration.

¹ This formation happens when calcium ions leach out of degrading concrete and mixes with water to form a calcium leachate solution. When this solution falls on the ground and absorbs carbon-dioxide, calcium carbonate precipitates are formed on the ground.

² Carbon dioxide from air can react with the calcium hydroxide in concrete to form calcium carbonate. This process is called carbonation, which is essentially the reversal of the chemical process of calcination of lime taking place in a cement kiln. Carbonation of concrete is a slow and continuous process progressing from the outer surface inward, but slows down with increasing diffusion depth.

Carbonation has two effects: it increases mechanical strength of concrete, but it also decreases alkalinity, which is essential for corrosion prevention of the reinforcement steel.[1] Below a pH of 10, the steel's thin layer of surface passivation dissolves and corrosion is promoted. For the latter reason, carbonation is an unwanted process in concrete chemistry. [Wikipedia].

Table 1 – site images of cracking, water penetration and formation of cathemites

			
<p>T1.1 Cracking to band beam with formation of cathemites due to water penetration through the cracks.</p>		<p>T1.2 cathemites forming on basement floor under weeping cracks above.</p>	
			
<p>T1.3 Leachate incorporating carbonates and possibly iron compounds from rebar corrosion or nitrates from planting mix. Cracking is likely due to shrinkage restraint effects. Indicates absence of failure of a flexible membrane system to the top surface.</p>		<p>T1.4 Water penetration from suspended ductwork, likely due to insufficient water-proofing detailing for the penetration through the slab. Over time insulation, duct-work and concrete will deteriorate.</p>	

The penetration of the water may be due to an ineffective membrane or absence of the same, poor seals around surface drainage wastes or penetrations to planter boxes; or a combination of the foregoing. Deducing the exact issue typically involves an incremental, sequential process:





1. Test water for flourides and nitrates to determine if the water penetrating cracks is runoff, potable city water and/or from planting beds.
2. Dye testing to drainage points to determine exact source if possible
3. Empty planter to examine membrane and seals and carry out 2. above

Remedial works can involve isolated repairs to leaking elements identified (seams to membranes, sealing gaskets), or complete replacement of membranes and gasket seals to penetrations through concrete structure which may involve removal and replacement of pavers and tiles.

Remedial works can occur comprehensively at one time, or be implemented incrementally as part of a maintenance programme.

It is clear that some penetrations are the source of the leakage, however construction joints are also showing evidence of water penetration (refer to **Table 2**) and there are signs of poor concrete compaction that may present moisture paths. It is possible that the designers relied upon waterproofing admixtures to the concrete (rather than a membrane system) for water-tightness, in which case any joints, penetrations and any voided concrete will form paths of moisture ingress.

Table 2 – site images

	
<p>T2.1 Insulation falling away with water damage</p>	<p>T2.2 Water penetration to construction joint with carbonate leachate</p>
	
<p>T2.3 Carbonate cathemites likely due to poor seals around penetrations to slab. Note poor concrete compaction and drip tray.</p>	<p>T2.4 Car park exhaust grills in terraced planting area. Ductwork under shows signs of significant water penetration. Surface drainage collection points are no larger than shower wastes. Evidence of water ponding against vertical surfaces.</p>

Prognosis

- In the short term ongoing water penetration will continue to result in an increasing level of damage to insulation material, metal services and vehicles, as well as presenting a slip/trip hazard to occupants.
- In the longer term, water penetration through the concrete slabs will result in deterioration of the concrete and eventually reinforcement corrosion and spalling.

Recommendations:

1. Carry out investigation of water-proofing to planters and paved areas. This will involve localised removal (& reinstatement) of plants & planting mix, as well as tiling.
2. Remove damaged slab insulation to inspect concrete surfaces and gasket seals to ductwork.
3. Carry out concrete core-sampling to assess the strength, cement content, presence of water-proof admixtures and state of concrete carbonation.
4. Test water infiltrating through the structure to indicate the source as runoff, irrigation water or leaking pipes.
5. Consult with specialist water-proofing contractors to assess likely cost for various rectification options including: epoxy injection, replacing water-proof seals, localised membrane repair/installation, and/or complete replacement of tanking and seals to external, suspended concrete.

The testing and inspection work outlined above will require the services of a specialist structural testing contractor.

Richard J. Drew

FIEAust CPEng RBP Vic. EC18833



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.

Certificate of Currency

Insured:	OC 711384
Policy Number:	02GS035587
Policy Period:	From: 4PM on 30/10/2023 To: 4PM on 30/10/2024
Particulars Of Insurance:	Residential Strata Insurance as outlined in Chubb Owners Corporation Elite Package Chubb16-275-0521
Location:	1A Gardiner Road, Clayton VIC 3168
Sum Insured:	
Building & Common property	\$73,982,500
Temporary Accommodation and Loss of Rent	\$10,987,500
Catastrophe Extension and Owners Improvements	Not Insured
First Loss Terrorism	Not Insured
General Liability	\$20,000,000
Crime Insurance	\$100,000
Machinery Breakdown	\$100,000
Management Committee Liability	\$1,000,000
Voluntary Workers (in the aggregate any one period)	\$500,000
Voluntary Workers (per volunteer)	\$200,000
Professional Expenses (in the aggregate any one period)	\$30,000
Appeal Expenses (in the aggregate any one period)	\$150,000
Chubb Proportion:	100%
Date:	27 October 2023

All the values on this Certificate of Currency are correct as at 27 October 2023 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

A handwritten signature in dark ink, appearing to read "Ana De Corrado", with a horizontal line underneath.

Ana De Corrado | **Chubb Insurance Australia Limited**

List of matters in dispute

Dispute reference number:

DBDRV-2023-02-35278

Party A:

Owners Corporation PS711348P OC1&OC2 (Building Owner)

Party B:

LU Simon Builders Pty Ltd (Builder)

Property:

1a Gardiner Rd CLAYTON VIC 3168

Domestic building contract date:

Building permit date:

29/10/2015

Occupancy permit date:

Certificate of final inspection date:

Date of document: 5/07/2023

Section One: Items of defective/incomplete work in dispute

Item no.	Item	Issue	Location	Party A description (edited by DRO)	Party B response
1	Plumbing	Water leaks, stains or damage	Garage	Basement water ingress evidence of efflorescence deposits on both ceilings and floor of basement in various locations	Aware - I am willing to fix it. We are prepared to work in conjunction with the client to investigate the source of the leaks and offer a solution noting that the basement is a "wet" design.
2	Planter Boxes		Outside the building	Planter boxes have not been constructed in accordance with AS4654.2-2012 water membranes for the above ground use does not extend above the ground level of the	Unaware - Need to inspect. We do not agree with the comments and believe that all membranes terminated above the original

				planter and membrane is not protected from abrasive roots & scoria also no breather pipe to elevated hydrstatic pressure	ground levels , the membrane was protected and a riser pipe to surface was installed
3	Corrosive salt		metal water tanks	corrosive salts evident leaching from the basement ceiling potentially impacting reinforcement within the structure, discharge of corrosive salts into metal water tanks	Unaware - Need to inspect. We are prepared to inspect the metal water tanks to ascertain if there is any discharge into the tanks
4	Plumbing	Other	Sanitary Plumbing failure	Historical failure with the sanitary plumbing at the property.	Unaware - Need to inspect. We are unaware of any historical failure of the sanitary plumbing at the property. In the past any minor plumbing issues that were brought to our attention have been promptly dealt with
5	Services Platform Water Membrane		Outside the building	Services plant on the south elevation of building is a platform that has no roof over, instead the floor of the platform has a waterproof membrane installed, parts of the structure have been bolted through the membrane, penetrations should be sealed with elastomeric sealant	Unaware - Need to inspect. We have not been made aware of this issue nor are we aware of any leaks from the platform to the apartments below. We are prepared to seal the base plate with a sealant that is compatible with the membrane.
6	Plumbing	Not installed correctly	Balcony	Balconies do not have an overflow capacity in the event of blocked drains	Unaware - Need to inspect. There is insufficient detail to support that the overflows have been installed incorrectly nor is there any

					supporting comments that the balconies do not have overflow capacity in the event of a blocked drain. We have photos that balcony overflows have been installed.
7	Cracking to band beam		Garage	Cracking to band beam with formation of cathemites due to water penetration through the cracks	Unaware - Need to inspect. We are prepared to investigate the cracking to the band beam once we know the location. The formation of any cathamites would be investigated as per item 1 .
8	Concrete	Water leaks, stains or damage	Garage	Cathemites forming on basement floor under weeping cracks above	Aware - I am willing to fix it. We believe this item is similar to the description of item 1 above and would be dealt with in the same way
9	Concrete	Damaged, cracked or scratched	Garage	Leachate incorp carbonates and possibly iron compounds from rebar corrosion or nitrates from planting mix, cracking is likely due to shrinkage restraint effects, indicates absence of failure of a flexible membrane system to the top surface	Aware - I am willing to fix it. We believe this item is similar to the description of item 1 above and would be dealt with in the same way
10	water penetration from ductwork		Garage	Water penetration from suspended ductwork likely due to insufficient water proofing detailing for the penetration through the slab, over time insulation, ductwork and concrete will deteriorate	Aware - I am willing to fix it. We are prepared to review and rectify the waterproofing of the penetration through the slab to ensure no water ingress

11	insulation in carpark		Garage	Insulation falling away with water damage	Unaware - Need to inspect. We are prepared to investigate and rectify where the insulation has fallen away due to the ingress of water.
12	Foundation	Water leaks, stains or damage	Garage	water penetration to construction joint with carbonate leachate	Aware - I am willing to fix it. We believe this item is similar to the description of item 1 above and would be dealt with in the same way
13	Concrete	Water leaks, stains or damage	Garage	Carbonate cathemites likely due to poor seals around penetration to slab, poor concrete compaction and drip tray	Aware - I am willing to fix it. We believe this item is similar to the description of item 1 above and would be dealt with in the same way
14	carpark exhaust grills		Outside the building	carpark exhaust grills in terraced planting area, ductwork under shows signs of significant water penetration, surface drainage collection points are no larger than shower waste evidence of water ponding against vertical surfaces	Unaware - Need to inspect. We believe this item should be read in conjunction with item 10
15	Concrete	Water leaks, stains or damage	Garage	water penetration will continue to result in an increasing level of damage to insulation material, metal services and vehicles, as well as slip/trip hazard to occupants, water penetration through concrete slabs will result in deterioration of the concrete causing reinforcement corrosion & spalling	Aware - I am willing to fix it. We believe this item is similar to the description of item 1 above and would be dealt with in the same way

16	water entry into garage & carparks		Garage	Cade Build - bin room crack in roof, bike racks, chemical room, CP142, Opp CP102, Carparks 30,26,12,9,6,74,76,78,80,86,90,bike rack Blaney no drain, CP162, Cage 67 leak in ceiling	<p>Aware - I am willing to fix it.</p> <p>We believe this item is similar to the description of item 1 above and would be dealt with in the same way.</p> <p>We have not yet reviewed each location referred to.</p> <p>We need to review whether a drain was documented or is needed in the Blaney Building bike rack area.</p>
17	FIS		Garage	Fire protection associated with construction joint had insufficient amount of fire stopping sealant - non compliant	<p>Unaware - Need to inspect.</p> <p>We are unaware as to the location of this construction joint, but we will ensure that it is fire rated compliant if it is found to have insufficient fire stopping sealant.</p>
18	basement		Garage	Fire protection associated construction joint had insufficient amount of fire stopping sealant - non compliant	<p>Unaware - Need to inspect.</p> <p>We are unaware as to the location of this construction joint, but we will ensure that it is fire rated compliant if it is found to have insufficient fire stopping sealant.</p>
19	FIS		Garage	carpark electrical switchboard room MSSB-1 fire protection at service penetration had PVC service that was missing fire collar - non compliant NCCC3.12-C3.15	<p>Unaware - Need to inspect.</p> <p>Following inspection of the room where the MSSB-1 is located we will install fire collars to the PVC pipes that go through the blockwall</p>

20	carpark #93		Garage	Fire protection at service penetration has been installed with insufficient amount of fire stopping sealant - non compliant NCC C3.12-C3.15	Unaware - Need to inspect. Any penetration that was required to be fire rating was completed prior to practical completion. We need to view this service penetration and ascertain whether fire rating is required and if so whether a fire collar, fire pillows or fire rated caulking is required to ensure compliance
21	FIS - albert ground electrical Fire Installation System		This defect exists in multiple locations	Fire protection at service penetration had PVC service that was missing passive fire system or was smoke sealed only - non compliant NCC 3.12-C3.15 Albert building ground level. Albert building ground NBN. Albert building level 2. Blaney building ground electrical. Blaney building ground to level 2 – NBN. Blaney Building level 3.	Unaware - Need to inspect. Please refer to the additional information provided for item 20. In addition to the comment above we have inspected a number of the service cupboards and believe some of the cabling was not installed as part of our contract works and therefore not our responsibility. Further investigation required.
22	FIS		This defect is in multiple locations	Fire protection at service penetration has been installed with no passive fire stopping non compliant NCC C3.12-C3.15 Albert ground electrical. Albert building ground level – NBN.	Unaware - Need to inspect. Please refer to the additional information provided for item 20 and 21.

23	FIS			<p>Albert building level 3 FIS. Ground floor blaney building NBN</p> <p>Fire protection at service penetration was missing smoke sealing - non compliant</p> <p>Blaney building level 3 NBN. Blaney building level 3 electrical</p>	<p>Unaware - Need to inspect.</p> <p>Please refer to the additional information provided for item 20 and 21.</p>
24	fis		<p>blaney building level 3 electrical</p>	<p>Fire protection at service penetration was missing smoke sealing - non compliant</p>	<p>Unaware - Need to inspect.</p> <p>Please refer to the additional information provided for item 20 and 21.</p>
25	fis		<p>This defect is in multiple locations</p>	<p>fire protection at service penetration had PVC service that was missing passive fire system or was smoke sealed only - non compliant NCC C3.12-C3.15</p> <p>Cade building ground electrical. Cade building ground level NBN. Cade building level 3 FIS opposite apartment 306</p>	<p>Unaware - Need to inspect.</p> <p>Please refer to the additional information provided for item 20 and 21.</p>
26	FIS		<p>cade building ground level NBN</p>	<p>Fire protection at service penetration has been installed with no passive fire stopping - non compliant NCC C3.12-C3.15</p>	<p>Unaware - Need to inspect.</p> <p>Please refer to the additional information provided for item 20 and 21.</p>

27	FIS		carpark 164	fire protection at service penetration has a fire collar and services which are a non-tested system - non compliant NCC C3.12-C3.15	Unaware - Need to inspect. Please refer to the additional information provided for item 20 and 21.
28	FIS		carpark electrical switchboard room MSSB1	fire protection at service penetration had PVC service that was missing fire collar - non compliant NCC C3.12-C3.15	Unaware - Need to inspect. Is this the same item as item no. 19 above ?
29	Plumbing	Water leaks, stains or damage	Outside the building	Water entering into apartment 108 from no caulking to panel joint	Unaware - Need to inspect. We will investigate and rectify the source of any water ingress.
30	access ladders		Fold Down Ladder - Albert Building	roof access is non-compliant the fold down ladder has no guard rails or grab rails at the roof hatch which is a requirement of AS/NZS1657, a GW394C roof hatch guard rail and grab rail be installed	Unaware - Need to inspect. We will inspect with a suitably qualified contractor and advise accordingly whether we agree that a guardrail kit is required.
31	Ladder Bracket		ladder bracket - Blaney Building	Roof access is dangerous, access to the upper roof, the user must sit a portable ladder in a ladder support bracket, base of the portable ladder is only 1.5m from the fall edge An alternate method of roof access should be installed, option could be install a roof hatch and fold down ladder	Unaware - Need to inspect. We would like to investigate this further as we believe the ladder bracket can be accessed safely. Also please refer to the response for the previous item no. 30.

32	fold down ladder		fold down ladder - Cade building	initial roof access is via a fold down ladder and roof hatch, roof is non-compliant,, fold down ladder is installed however there is no guard rail or grab rails at the roof hatch which is a requirement of AS/NZS1657 two anchor points inaccessible and can only be accessed from apartments 308 & 309	Unaware - Need to inspect. Please refer to our response for item no. 30.
33	ladder bracket		ladder bracket - townhouse A	roof could not be accessed, portable ladder support bracket installed property is 2 stories high manufacturer of brackets can only be used up to 4m. WAHA code states ladder brackets should only be used up to 4m with heights greater than 4m risk assessed	Unaware - Need to inspect. Please refer to our response for item no. 30.
34	ladder bracket		ladder bracket - townhouse B	upper roof could not be assessed, lower roof accessible, when ladder sat in bracket 1 foot of ladders sits on flashing, other foot suspended in air over a pan, ladder unstable will cause damage to roof, install portable ladder base on lower roof	Unaware - Need to inspect. Please refer to our response for item no. 30.
35	ladder bracket		ladder bracket - townhouse C	upper roof not accessible, lower roof accessible, when ladder sat in bracket 1 foot of ladder sits on flashing, other foot suspended in air over pan, unstable and damage roof, install portable ladder base to lower roof	Unaware - Need to inspect. Please refer to our response for item no. 30.

36	ladder bracket		ladder bracket - Albert building	1m step onto roof, no ladder for safe access, access upper roof ladder too short, no support ladder base to protect roof and provide secure footing, install following vertical rung ladder from plant area to lower roof, correct length ladder, portable ladder support base	Unaware - Need to inspect. Please refer to our response for item no. 30.
37	ladder bracket		ladder bracket - Cade building	1m step onto roof, no ladder for safe access, access upper roof ladder too short, no support ladder base to protect roof and provide secure footing, install following vertical rung ladder from plant area to lower roof, correct length ladder, portable ladder support base	Unaware - Need to inspect. Please refer to our response for item no. 30.

Section Two: List of outstanding invoices

Item no.	Invoice date	Invoice number	Total amount due	Outstanding amount	Party A comment (edited by DRO)	Party B response

Section Three: List of disputed variation requests

Item no.	Date of variation	Variation description	Party A's reason for disputing the variation	Party B's response

Section Four: List of delayed works

Item No.	Type of building work	What stage is the work at?	Contract start date	What is the total amount to rectify or complete the work?	Party A's description of what the amount is based on	Party B's response

Section Five: Miscellaneous issues



INSPECTION REPORT

Property:	1A Gardiner Road Clayton
Party the report is for:	Access Strata Management Pty Ltd
Inspection Dates:	15 December 2020 25 February 2021
Date of Report:	28 February 2021

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REPORT DETAILS

Property:	1A Gardiner Road Clayton
Party the report is for:	Access Strata Management Pty Ltd
Inspection date:	15 December 2020 and 25 February 2021
Report date:	28 February 2021
Report prepared by:	Jeff Beck – Building Consultant

INSTRUCTIONS

I have been instructed by Access Strata Management to inspect the common property of the building and provide a defect report.

PROPERTY

The building features a large class 7a basement carpark with three levels of Class 2 apartments.

Each apartment has a terrace/balcony. The roof over the buildings is pitched metal.

There is open area common property featuring concrete paths and planter boxes.

DOCUMENTS

I have been provided with copies of various plans of the building and some correspondence from the owner's corporation managers file.

OBSERVATIONS/OPINIONS

1. Basement water ingress

Issue

The planter boxes and footpaths located on the ground level of the building are leaking into the Class 7a building (carpark basement).

Observations

There is evidence of efflorescence deposits on both the ceiling and floor of the basement carpark in various locations.

There are stainless-steel drip trays installed on the ceiling of the basement, presumably constructed by the builder. The drip trays are installed to capture salt laden moisture dripping from the basement ceiling that would otherwise damage personal property.

Measurements taken of the location of the stainless-steel drip trays and efflorescence deposits both on the floor and ceiling of the basement, by this office, revealed the source of the moisture is from the planter boxes and footpaths constructed over the basement carpark.

A Bosch digital distance measure was used to record the location of efflorescence deposits and stainless steel tray locations in the basement. These reference points were recorded on a copy of the basement plan and transferred to the ground floor plan which provided evidence that locations of water ingress is emanating from planter boxes and footpaths over the basement.



Photograph 1. General view of the footpaths and planter boxes constructed over the Class 7a basement.



Photograph 2. Further view looking East.

Waterproof sealant applied to the junction between the external base of the planter boxes and the footpaths has split allowing moisture into the building below.

The membrane within the planter boxes has not been constructed in accordance with AS4654.2 – 2012. This is causing efflorescence to form on the basement ceiling and floor of the basement.

I removed soil from a planter box and found the waterproof membrane did not extend 100mm above the ground level in the planter and there is no upstand breather riser to reduce hydrostatic pressure.

There was no evidence of a sheet membrane installed to protect the liquid membrane from the abrasiveness of the root system of the plants and scoria within the planter.

This is depicted in the following photographs:



Photograph 3. Waterproof membrane not protected with a sheet membrane and did not extend 100mm above the ground level – which includes mulch.



Photograph 4. No Evidence of a breather pipe extending up and clear of the ground level in the planter to assist in reducing hydrostatic pressure.

The basement carpark has been constructed directly below the planter boxes and footpath along the South elevation of the building.

White staining of the concrete ceiling and floor within the basement was identified in the basement. Stainless drip trays have been installed in other locations where the white substance is evident, this is to capture the salt laden moisture so as to not damage property and the building. The white substance and stainless-steel drip trays are located along the Southern elevation of the basement.

The emergence of a white substance from concrete products such as the concrete slab forming the ceiling of the basement is known as efflorescence which is caused when soluble salts and other water dispersible materials come to the surface when moist conditions prevail.

This is depicted in the following photographs:



Photograph 5. Efflorescence stalactites formed on the basement ceiling indicating prolonged exposure to moisture.



Photograph 6. Further view.



Photograph 7. Efflorescence extending across the ceiling and down concrete beams in the basement.



Photograph 8. Efflorescence deposits on the basement floor.



Photograph 9. Ceiling.



Photograph 10. Basement floor.



Photograph 11. Stainless steel tray which discharges via a PVC drain across the ceiling.



Photograph 12. An into a metal water tank.



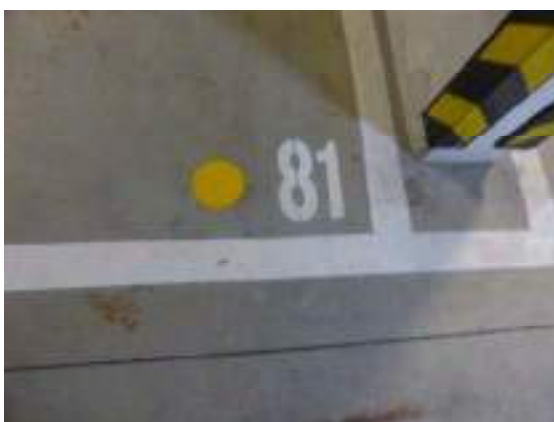
Photograph 13. There has been extensive use of stainless-steel trays at the building.



Photograph 14. Further view.



Photograph 15. Bosch electronic distance measure used to record the moisture damage and determine the source of the leak via the design plans.



Photograph 16. References to carpark and storage cages also used to record the damage relative to the basement.

Opinion

Evidence of efflorescence deposits formed on the ceiling and floor of the basement carpark (in numerous locations) provides evidence of water ingress through the concrete slab forming the basement carpark. Source of the water ingress was found to be in planter boxes and the planter box wall junction with footpaths.

The planter boxes have not been constructed in accordance with AS4654.2 – 2012 – Waterproof membranes for above ground use in that the membrane does not extend above the ground level of the planter and the membrane is not protected from abrasive roots and scoria. There is also no breather pipe to elevate hydrostatic pressure.

Clauses from the deemed-to-satisfy Australian Standard are provided below and over the page:

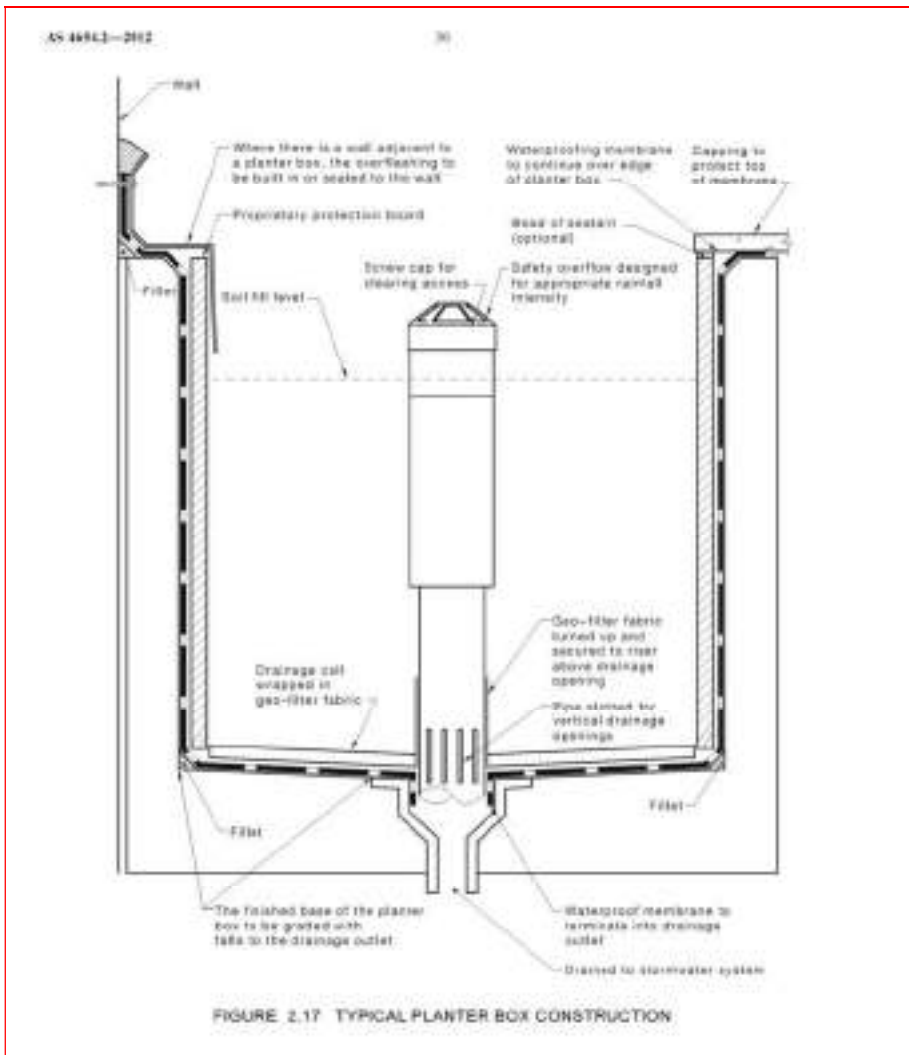
2.13 PLANTER BOXES

The membrane shall be sealed to the drainage outlet. It shall extend vertically to a height of 100 mm above the soil or fill level.

Falls in the base of the planter shall be in accordance with Clause 2.5.2.

NOTES:

- 1 The planter box should be provided with a suitable overflow.
- 2 Protection boards should be provided to minimize root damage to the waterproofing membrane. The suitability of the plants to be installed should be considered, as certain rooting systems are aggressive and may penetrate the membrane.
- 3 Mulch should be considered when determining the soil fill level.
- 4 Externally exposed walls of planter boxes should be waterproofed to prevent failure of the internal planter box membrane.
- 5 A typical example of waterproofing inside a planter box is shown in Figure 2.17.



In my opinion the planter boxes will require removal of the plants and soil to enable proper rectification of the membrane. Further, wall/floor junctions between footpaths and planter boxes are required to have failed sealant removed and reinstated.

I also recommend a structural engineer attend the building to assess the impact of the corrosive salts evident leaching from the basement ceiling and what long term impact that may have on the reinforcement within the structure.

Further, the engineer is to assess the discharge of corrosive salts from stainless-steel trays into metal water tanks.

The assessment of the structure of the building is beyond the scope of this report.

Water ingress into the building is contrary to the Objective and Functional Statements of the Building Code of Australia, stated over the page:

PART F1

DAMP AND WEATHERPROOFING

OBJECTIVE

FO1

The *Objective* of this Part is to—

- (a) safeguard occupants from illness or injury and protect the building from damage caused by—
 - (i) *surface water*; and
 - (ii) external moisture entering a building; and
 - (iii) the accumulation of internal moisture in a building; and
- (b) protect *other property* from damage caused by redirected *surface water*.

FUNCTIONAL STATEMENTS

FF1.1

A building including any associated *sitework* is to be constructed in a way that protects people and *other property* from the adverse effects of redirected *surface water*.

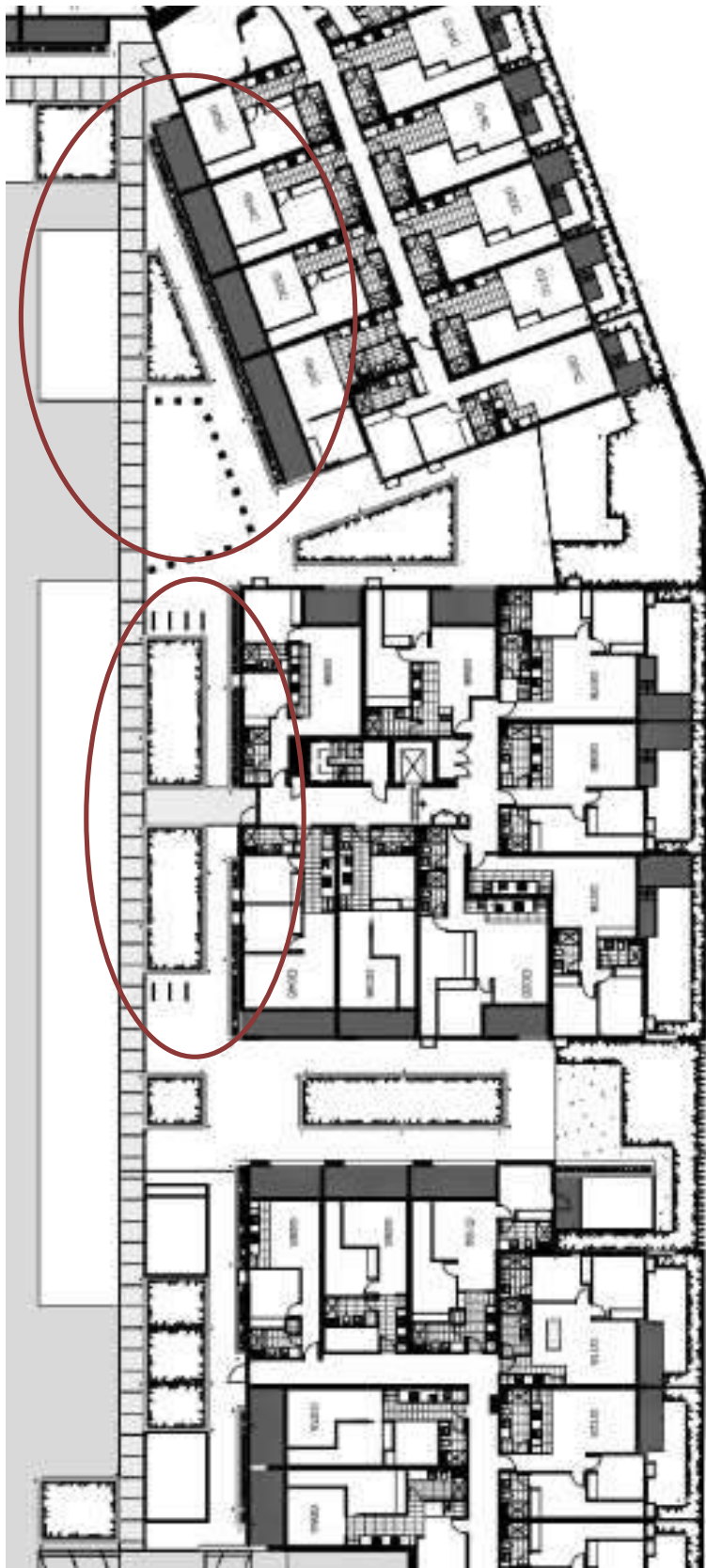
FF1.2

A building is to be constructed to provide resistance to moisture penetrating from the out including rising from the ground.

FF1.3

A building is to be constructed to avoid the likelihood of—

- (a) the creation of unhealthy or dangerous conditions; and
- (b) damage to building elements,
caused by dampness or water overflow from bathrooms, laundries and the like.



2. Sanitary plumbing

Issue

There has been a documented history of failure with the sanitary plumbing at the building.

Observations and Opinions

On-going issues are being attended to by qualified plumbers.

If the sanitary plumbing continues to fail, I recommend either Mr Robert Quick or Mr Peter Wenning attend and investigate the issue. Either of these gentlemen can document their findings into a Court or Tribunal formatted report.

3. Fire separation

Issue

No issues were found with the fire separation within common property.

Observations and Opinions

There were no obvious issues identified with the fire separation of the common property walls and ceilings in inspected locations.

Exit signs, fire extinguishers and emergency signage at the building was inspected and no issues were identified.

The Fire Safety Victoria emergency board (MFB) had no error messages displayed.

If the owners corporation has any specific issue with fire separation at the building, I recommend a fire safety engineer attend the building.

4. Structural

Issue

No significant cracking of the structure at the buildings was observed.

Observations and Opinions

The efflorescence and water ingress through the concrete slab forming the basement ceiling has been documented and recommendations made at Item 1 of this report.

During any proposed inspection of the building a check of cracking to the concrete structures at the building should be completed for completeness.

5. Services platform waterproof membrane

Issue

Structure has been bolted through the membrane.

Observations and Opinions

The services plant on the South elevation of the building is a platform that has no roof over, instead the floor of the platform has a waterproof membrane installed. Parts of the structure have been bolted through the membrane. The penetrations should be sealed with an elastomeric sealant.



Photograph 17. General view of the services platform.



Photograph 18. Bolts through the membrane should be sealed to prevent water ingress.

The membrane requires regular maintenance.

6. General

Issue

Inspection of the common property revealed no significant defective works.

Observations and Opinions

Generally, the common property at the buildings was found to in reasonable condition noting the buildings have been occupied for some time.

No defects were noted, regular maintenance via a maintenance schedule to be completed on a regular basis at the building.

At the time of my inspection, I noted the balconies (which do not form common property) do not have an overflow capacity in the event the drain blocks.

CONCLUSION

Recommendations:

- Structural engineer to attend and provide an opinion in relation to the concrete structures that have prolonged exposure to moisture causing efflorescence to form and drip from the basement ceiling.
- Engineer to comment on the discharge of efflorescence into metal water tanks.



Building Report prepared by Jeff Beck *MASBC MAIBS*
Registered Building Practitioner
Principal
JWB and Associates P/L

Building Inspection Report Disclaimer:

1. This building has been inspected on the date and in the prevailing weather and environmental conditions specified in this report. The report describes the condition of those elements of the property described in the client brief and lists faults then visible.
2. The report does not include:
 - (a) Faults in inaccessible areas of the building.
 - (b) Faults not apparent on visual inspection.
 - (c) Faults only apparent in different weather or environmental conditions.
 - (d) Faults resulting from different uses of the building.
 - (e) Minor faults (i.e. hairline plaster cracks, jamming doors, windows and catches, etc.).
 - (f) Faults outside the scope of the client brief.
3. Unless otherwise specified:
 - (a) No soil has been excavated.
 - (b) No plants or trees have been removed.
 - (c) No fixtures, fittings, cladding or lining materials have been removed.
 - (d) No items of furniture or chattels have been moved.
 - (e) No enquiries of Councils or other Authorities or persons have been made for the purposes of inspecting the building and providing this report.
4. This report is provided solely for the use of the clients named on the face of this report and no responsibility to other persons is accepted.
5. This report does not include any special investigation of insect attack (e.g. borer, termite etc.) or soil contamination. Any reference to this has been based on a casual visual inspection. JWB & Associates P/L recommends that you engage a licensed pest inspector to carry out an inspection and provide a report on potential pest infestation.
6. Any Scope of Works is to be viewed as a guide and contractors should not rely on the information provided, contractors are to ensure they make all enquiries in relation to the works being proposed.
7. Cost estimates are to be viewed as estimates only and should not be regarded as a quotation.



OWNERS CORPORATION CERTIFICATE
s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No **711384P OC 2**
Address: **Campus Clayton, 1A Gardiner Road, CLAYTON VIC 3168**

This certificate is issued for **Lot 201C** on Plan of Subdivision No **711384P**.

Postal address is: **Unit 217/6 Clarkson Court**
Clayton, Victoria 3168

Applicant for the certificate is: **Easy Link Conveyancing**

Address for delivery of certificate: settlement2@easylinkconveyancing.com.au

Date that the application was received: **10/07/24**.

IMPORTANT:

The information in this certificate is issued: **10.07.24**

You can inspect the owner's corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

(a) The current annual fees for the lot are \$1,394.40, payable in quarterly instalments.

Due Date	Levy Description	Admin Fund	Status
01.06.23	Quarterly Levy for period 01.06.23-31.08.23	\$296.60	Paid
01.09.23	Quarterly Levy for period 01.09.23-30.11.23	\$501.01	Paid
10.12.23	Quarterly Levy for period 01.12.23-29.02.24	\$348.60	Paid
01.03.24	Quarterly Levy for period 01.03.24-31.05.24	\$308.86	Paid

Please note that the Annual Fees will remain the same as last financial year until the next Annual General Meeting is held and a new budget approved.

Due Date	Levy Description	Admin Fund	Status
01.06.24	Quarterly Levy for period 01.06.24-31.08.24	\$288.99	Paid
01.09.24	Quarterly Levy for period 01.09.24-30.11.24	\$288.99	Not Due

(b) The date up to which the fees for the lot have been paid is **31st August 2024**

(c) The total of any unpaid fees or charges for the lot is: **NIL**.

(d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

Due Date	Levy Description	Levy Amount	Status
04.09.23	Deficit Levy 01.09.23-30.11.23	\$3.60	Paid



(e) Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?

If so, then provide details:

There may be potential litigation against the builder if they do not agree to fix the issues within the reports produced by JWB & Drew Rudd, this could lead to future levies being raised as the OC will need to conduct works to protect the owners asset. An application has been lodged with the DBDRV for building defects and we are awaiting an update. Conciliation deferred as the builder is currently working through the matters in dispute.

(f) The owners corporation has the following insurance cover:

Policy No. 02GS035587 Chubb Insurance

Type: Residential Strata Broker: BCB

Premium: \$71,018.55 Policy start date: 30/10/2023 Next due: 30/10/2024

Cover	Sum insured	Excess	Notes
Building	\$73,982,500	\$1,000.00	*Refer to policy
Public Liability	\$20,000,000	\$1,000.00	*Refer to policy

The type of Policy is: Reinstatement*

The buildings covered by the Policy are situated at: **Campus Clayton, 1A Gardiner Road, CLAYTON VIC 3168**

(g) Has the owner's corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, then provide the date of that resolution: NO

(h) The total funds held by the owner's corporation are **\$258,666.09 as at 10.07.24.**

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?

If so, then provide details: **Not to our knowledge at this time**

(j) Are there any current contracts, leases, licences or agreements affecting the common property

If so, then provide details: agreement for Caretaking and Letting

Fire Monitoring Agreement with ADT
OC Energy Agreement – providing power
Urban Waste – Removal of waste
BFI Agreement
Leases -

1. Carpark Common Property Lease (Basement Level 2).
2. Storage Area Common Property Lease (Basement Level 3).

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

If so, then provide details:

OC Energy Agreement
BFI Agreement
Foxtel Agreement



(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?

If so, then provide details:

There are no notices or orders as at **10.07.24**.

m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

If so, then provide details: **None to our knowledge, other than general debt recovery proceedings.**

(n) Has the owners corporation appointed, or resolved to appoint, a manager?

If so, then provide details:

The manager is Access Strata Management Pty Ltd
Level 1, 20 Monomeeth Drive Mitcham Victoria 3132
P.O. Box 369 Lilydale Victoria 3140

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:

*A copy of the minutes of the last annual general meeting of the owners corporation 29.05.23.
A copy of the Model Rules for the Owners Corporation
A copy of the Statement of Advice
A copy of the Special Rules
Balance Sheet **10.07.24**.
COC 30-10-23 to 30-10.24
Copy of preliminary report from Jeff Beck
Copy of the report from Drew Rudd
Copy of the list of Matters in Dispute*

NOTE:

The owners corporation is currently investigating some building defects on site. Jeff Beck has provided a preliminary report – attached.

An engineer and plumbing specialist have also been engaged however further investigations are required. The report from the engineer Drew Rudd has been provided.

An application has been made to the DBDRV to address the defects waiting on an update from DBDRV. Conciliation set down for **Friday, 3 November 2023** should any matters remain unresolved. Conciliation deferred as the builder is currently working through the matters in dispute.

More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.



IMPORTANT INFORMATION

1. This certificate is only valid for **28 days** from the issued date. If settlement falls after this period another Owners Corporation Certificate will need to be requested.
2. The information contained in this Certificate is correct to the best of the manager's knowledge at the date it is given.
3. The information is subject to change without notice
4. You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do cont. to the affixing of the seal electronically as required under Section 9 (i)(c) of the Electronic Transactions (Vic) Act 2000 please advise Manager in writing and the seal shall be affixed.
5. Additional fees are applicable for all documentation supplied in hard copy.

Date: 10th July 2024.

This Owners Corporation Certificate was prepared by:

.....(signature)

Klair Jones – Managing Director
Access Strata Management Pty Ltd
Level 1, 20 Monomeeth Drive Mitcham Victoria 3132
P.O. Box 369 Lilydale Victoria 3140



MINUTES OF ANNUAL GENERAL MEETING

For Gardiner Road 1A Campus Clayton PS 711384P OC2, Plan No. PS711384P OC2

Location of meeting: Via Zoom

Date and time of meeting: Monday, 29th May 2023 1:00 PM

Meeting chaired by: Sharon Thomas - Owners Corporation Manager - Access Strata

Meeting start time: 2:05 PM **Meeting finish time:** 2:15 PM

Attendance

The following owners were represented at the meeting:

Unit: 105/4 Lot: 101B Owner: Stephen James Webb

Unit: 101/4 Lot: 106B Owner: Wai Yee Hoh Rep: Chian Wong

Unit: 101/6 Lot: 107C Owner: Douglas Charles & Sheryl Ann / Caulfield Rep: Doug

Unit: 110/6 Lot: 116C Owner: Anne Veronica & Richard Joseph / Kowalski Rep: Richard

Unit: 209/2 Lot: 213A Owner: Cheak Min & Yit Chern / Foo & Tan Rep: Mr. Foo

Unit: 213/6 Lot: 219C Owner: Jennifer Ann Jaeger

Unit: 304/4 Lot: 301B Owner: Michael James Anderson

Unit: G09 - Lot: G14A Owner: Richard & Anne / Kowalski Rep: Richard

The following owners were present by proxy:

Unit: 221/6 Lot: 205C Owner: Hock Chin & Choon Hong / Pang & Sim Proxy: Namrata Kandhari

Unit: 222/6 Lot: 206C Owner: Ah Booy & Chee Hoong / Tan & Choong Proxy: Namrata

Unit: 205/2 Lot: 209A Owner: Ming Leong & Chyun Ching & Chin Sei / Choong & Choong & Chung

Proxy: Namrata

Unit: G02 - Lot: G06B Owner: Urszula Koziell Proxy: Mr. Richard Kowalski

Present By Invitation:

Glenda McPherson - Access Strata Administration

Mr.Sie Lui (Andrew) (Owner) TH11

Quorum

Interim Decisions

With 8 members present 4 represented via proxy and one member from OC1 invited to attend being a total 13 a quorum was not achieved.

All decisions at the meeting are deemed Interim Decisions, for ordinary resolutions only. These Interim Decisions will become decisions of the Owners Corporation if no petition (from Lot Owners representing at least 25% of the total Lot Entitlements) is received within 29 days of the Interim Decisions, or if the decisions are confirmed at a later meeting.

What you must do

If you disagree with the result of the Interim Decisions, you must petition the Manager, to call another meeting within 28 days of the meeting or by 5.00pm on Monday 26th June, 2023.

Motions

1	NOTING OF MEETING ATTENDANCES AND QUORUM	Ordinary resolution
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The Manager/Chairperson

Yes votes:	0	No votes:	0	Abstain:	0	Carried
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To note Attendees, Proxies and Apologies - Noted

To determine if there is a Quorum - No

Post meeting note:

2	CHAIRPERSON	Ordinary resolution
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Moved By; The Owners Corporation

Yes votes:	0	No votes:	0	Abstain:	0	Carried
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It was resolved to appoint Sharon Thomas (Access Strata) to chair the meeting.

Post meeting note:

3	CONFIRMATION OF PREVIOUS MEETING MINUTES	Ordinary resolution
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Moved By: The Owners Corporation

Yes votes:	0	No votes:	0	Abstain:	0	Carried
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It was resolved that the Minutes of the previous Annual General Meeting be accepted as a true and correct record of proceedings for that meeting held on 15th August, 2022

Post meeting note:

4	COMMON SEAL	Ordinary resolution
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Moved By: The Owners Corporation

Yes votes:	0	No votes:	0	Abstain:	0	Carried
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It was resolved that the owners corporation determine that the common seal is no longer required and further resolve by ordinary resolution in accordance with Section 19,20, 21 and 22 to destroy the common seal.

Post meeting note:

5	CONSIDERATION OF REPORTS	Ordinary resolution
----------	---------------------------------	----------------------------

Moved By: The Owners Corporation

Yes votes:	0	No votes:	0	Abstain:	0	Carried
-------------------	---	------------------	---	-----------------	---	----------------

It was resolved that the Manager report and Complaints/Dispute Report prepared by Access Strata be accepted as presented.

It was resolved that the Building Manager report (verbally provided) Building Issues ongoing including leaks into the property, private decks sinking, rodents, condensation build up internally in apartments is accepted.

It was resolved that the Chairperson Committee report (verbally provided) Mr. Doug Caulfield advised that documents had been obtained from the council to support the claim against the builder L.Simon and the DBDRV (Dispute Resolutions) mediation proceedings, members will be updated as we proceed through this process is accepted.

Post meeting note:

6	INSURANCE	Ordinary resolution
----------	------------------	----------------------------

Chairperson

Yes votes:	0	No votes:	0	Abstain:	0	Carried
-------------------	---	------------------	---	-----------------	---	----------------

It was resolved that the insurance policy for the Owners Corporation held with Residential Strata from 30/10/2022 to the 30/10/2023 be accepted.

It was resolved that the owners corporation resolve to obtain quotations prior to renewal and forward to the committee for their approval.

It was resolved that the owners corporation resolve to obtain an independent valuation for the purposes of insurance. Under the changes to the legislation your building is classed as a Tier 1 property and is now a legal requirement to have an insurance valuation completed every 12 months.

It was resolved that the Manager is instructed to on-charge claim excess costs incurred as per the Owners Corporation Act 2006 (Amendment 1 Dec 2021) to the responsible party.

Post meeting note:

7	FINANCIAL STATEMENTS	Ordinary resolution
----------	-----------------------------	----------------------------

Moved By: The Owners Corporation

Yes votes: 0	No votes: 0	Abstain: 0	Carried
---------------------	--------------------	-------------------	----------------

It was resolved that the Statement of Financial Affairs for the Owners Corporation be accepted for the period 1.12.21 to 30.11.22 as presented.

Post meeting note:

8	ADMINISTRATIVE FUND BUDGET	Ordinary resolution
----------	-----------------------------------	----------------------------

Moved By: The Owners Corporation

Yes votes: 0	No votes: 0	Abstain: 0	Carried
---------------------	--------------------	-------------------	----------------

It was resolved that the Administration Fund levy contributions be set in accordance with Section 23 of the Owners Corporations Act 2006 for the amount of \$179,898.99 plus GST.

Post meeting note:

9	LEVY CONTRIBUTIONS	Ordinary resolution
----------	---------------------------	----------------------------

Moved By: The Owners Corporation

Yes votes: 0	No votes: 0	Abstain: 0	Carried
---------------------	--------------------	-------------------	----------------

It was resolved that the Administrative Fund levy contributions for be set in accordance with Section 23 of the Owners Corporations Act 2006 and continue being paid quarterly .

Post meeting note:

10	PENALTY INTEREST ON ARREARS	Ordinary resolution
-----------	------------------------------------	----------------------------

Chairperson

Yes votes: 0	No votes: 0	Abstain: 0	Carried
---------------------	--------------------	-------------------	----------------

That Owners Corporation charges interest on money owed by a member 28 days after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.

Post meeting note:

11	DEBT RECOVERY	Ordinary resolution
-----------	----------------------	----------------------------

Chairperson

Yes votes:	0	No votes:	0	Abstain:	0	Carried
-------------------	---	------------------	---	-----------------	---	----------------

That the Owners Corporation resolve to recover outstanding Owners Corporation fees, interest, and charges by action in a court of competent jurisdiction, including but not limited to Magistrates Court and VCAT. All costs incurred by the Owner Corporation from any default or breach by a Lot Owner will be charged by the Lot Owner in breach.

Post meeting note:

12	COMMITTEE	Ordinary resolution
-----------	------------------	----------------------------

Chairperson

Yes votes:	0	No votes:	0	Abstain:	0	Carried
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It was resolved that the following persons be elected to the Committee for the Owners Corporation.

Mr. Doug Caulfield (Owner) Lot 107C
Mr. Stephen Webb (Owner) Lot 105B
Ms. Jennifer Jaeger (Owner) Lot 219C

It was resolved that the following person Mr. Doug Caulfield be elected as Chairperson of the Committee for the Owners Corporation.

It was resolved that the committee be delegated the authority and relevant permissions to act for and on behalf of the owners corporation.

It was resolved that the Owners Corporation Committee be delegated full authority to make decisions on all matters on behalf of the Owners Corporation with the exception of when a Special Resolution or Unanimous Resolution required, pursuant to the power and authority defined within Section 11 of the Owners Corporations Act 2006 being Committee powers and delegation.

Post meeting note:

13	MANAGEMENT AGREEMENT	Ordinary resolution
-----------	-----------------------------	----------------------------

Chairperson

Yes votes:	0	No votes:	0	Abstain:	0	Carried
-------------------	---	------------------	---	-----------------	---	----------------

That Owners Corporation resolves to engage the services of Access Strata Management Pty Ltd for a 24 month term and agrees to execute the agreement commencing 1st June, 2023.

Post meeting note:

14	GENERAL BUSINESS	Ordinary resolution
-----------	-------------------------	----------------------------

Proposed by:

Yes votes:	0	No votes:	0	Abstain:	0	Carried
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To discuss any general business items or maintenance requests to be raised by the Manager and/or the Members at the meeting.

To discuss any general business items or maintenance requests to be raised by the Manager and/or the Members at the meeting.

It was resolved that the Building Manager report (verbally provided) Building Issues ongoing including leaks into the property, private decks sinking, rodents, condensation build up internally in apartments was accepted.

It was resolved that the Chairperson Committee report (verbally provided) Mr. Doug Caulfield advised that documents had been obtained from the council to support the claim against the builder L.Simon and the DBDRV (Dispute Resolutions) mediation proceedings, members will be updated as we proceed through this process was accepted.

TH25 Solar Panels - Owner asked the process of having Solar Panes installed. The Manager advised that the owner make enquiries with Solar Panel Contractor, supply owners corporation committee with design and lay out they cannot be seen from common property. Engineer to advise if the property is structurally sound to hold weight of panels and to check with council incase approval is required. The costs are the individual owner's expense.

Fences:

Townhouse fencing that requires repairs/replacement and boarders onto common property are shared costs between the owner and the Owners Corporation. Quotes obtained by owners must be sent to the Owner's Corporaion for approval prior works beginning.

Post meeting note:

Minute Notes

Enter Minute Notes here

Chairman.....



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OWNERS CORPORATION No 2 PS 711384P/S3
ADDITIONAL OWNERS CORPORATION RULES

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these rules:

- (a) **"Act"** means the Owners Corporations Act 2006 (Vic);
- (b) **"Building Manager"** means the person or entity appointed under the Building Management Agreement;
- (c) **"Building Management Agreement"** means a Building Management Agreement entered into pursuant to Rule 42;
- (d) **"Buildings"** means the buildings constructed on the Land;
- (e) **"Car Space"** means a Proprietor's Car Space Lot or that part of a Proprietor's Lot as shown in the basement diagrams of the Plan;
- (f) **"Car Stacker"** means the mechanical car stacking machinery and associated equipment and its supports;
- (g) **"Common Property"** means the common property on the Plan;
- (h) **"Complex"** means all buildings and improvements within the Plan;
- (i) **"Governmental Agency"** means any governmental or semi-governmental administrative fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (j) **"Land"** means the whole of the land described in the Plan;
- (k) **"Letting Manager"** means the person or entity appointed under the Letting and Licence Deed;
- (l) **"Letting and Licence Deed"** means the Letting and Licence Deed entered into pursuant to Rule 43;
- (m) **"Lots"** means the lots on the Plan;
- (n) **"Manager"** means the person appointed by the Owners Corporation as its manager from time to time under Part 6 of the Act;
- (o) **"Owners Corporation"** means owners corporation no 2 PS 711384P/S3 and includes any Manager who, or committee, established in accordance with the Act, that has 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 these rules;
- (p) **"Plan"** means plan of subdivision no. PS 711384P/S3;
- (q) **"Proprietor"** includes the owner of a Lot and an occupier of that Lot;
- (r) **"Regulations"** means the Owners Corporations Regulations 2007 (Vic) and/or any regulations made under the Act from time to time;

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- (s) "Security Key" means a key, magnetic card or other device used to open and close doors, gates and locks or to generate alarms, security systems or communication systems in respect of a Lot or the Common Property; and
- (t) "Stacker Lot" means a lot or part of a lot intended to be used as a car parking space and only accessible by a Car Stacker

1.2 Interpretation

Unless the context otherwise requires:

- (a) headings are for convenience only
- (b) the singular includes the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by reversion) and assigns;
- (f) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (g) specifying anything in these rules after the words "include", "including", "for example", "such as" or similar expressions does not limit what else is included unless there is express wording to the contrary;
- (h) a reference to the Owners Corporation includes any elected committee of the Owners Corporation and/or committee member; and
- (i) a reference to a thing includes part of that thing

1.3 Other rights

The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be granted in writing to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2 SUPPORT AND PROVISION OF SERVICES

2.1 Except for the purposes of maintenance and renewal and with the prior written consent of the Owners Corporation, a Proprietor of a Lot must not do anything or permit anything to be done on or in relation to that Proprietor's Lot or the Common Property so that

- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with
- (b) the structural and functional integrity of any part of the Common Property is impaired, or
- (c) the passage or provision of services through the Lot or the Common Property is interfered with

2.2 A Proprietor of a Lot must not remove any adjoining walls to another apartment to make one large apartment without first requesting permission from the Owners Corporation. The Proprietor must



first obtain an engineer's structural report on proposed works and provide a clearance from a building practitioner. The Owners Corporation will not withhold consent if all these measures are met. (Refer to rule 31 for building works terms and conditions).

3. INCORPORATION OF ACT

To the extent permitted by Part 8 and Schedule 1 of the Act, the Owners Corporation adopts as rules the provisions of the Act and the Regulations and Proprietors of lots must comply with the Act and Regulations and any breach of the Act or Regulations shall constitute a breach of these rules.

4 BEHAVIOUR BY PROPRIETORS

A Proprietor of a Lot must not

- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor of another Lot or of any person lawfully using Common Property;
- (b) obstruct the lawful use of Common Property by any person;
- (c) when on Common Property, or on any part of a Lot so as to be visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor of another Lot or to any person lawfully using Common Property;
- (d) smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks or areas set aside for plant and storage within the Common Property, or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time;
- (e) permit any persons under its control 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;
- (f) permit any persons under its control to use on the Common Property any skateboards, roller skates or roller blades;
- (g) dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in the Common Property;
- (h) permit persons under its control to consume alcohol or take glassware onto the Common Property unless prior written approval has been obtained from the Owners Corporation; or
- (i) use or permit to be used a Lot for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other owner or occupier of a Lot or guests of any such owner or occupier or any other person entitled to use Common Property.

5 CLEANING OF A LOT

5.1 A Proprietor of a Lot must keep the Proprietor's Lot clean and in good repair and condition.

5.2 A Proprietor must take all reasonable steps to prevent infestation of the Proprietor's Lot by vermin and insects.

5.3 A Proprietor of a Lot must 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 a Proprietor's car parking space(s) which is stained by oil, petrol or a like substance and charge that Proprietor for the cost of cleaning. The Owners Corporation will give 14 days notice of its intention to do such cleaning.

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6. DAMAGE TO COMMON PROPERTY

- 6.1 A Proprietor of a Lot must not mark, paint or otherwise damage or deface, any structure, chattel, fixture, fitting, service or easement that forms part of or relates to the Common Property
- 6.2 A Proprietor of a Lot must not breach the Fire regulations by installing unapproved dead locks or deep holes or any other fitting, or fixture or penetration that would void the Owners Corporation's insurance policy

7. MOVING OF CERTAIN ARTICLES

- 7.1 A Proprietor of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through the Common Property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present
- 7.2 A Proprietor of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through the Common Property via the service lifts and in accordance with the directions of the Manager
- 7.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the Proprietor of the Lot will inspect the Common Property through which such article is to be moved to establish its state of repair. The Proprietor of the Lot will be liable for any damage caused to the Common Property arising from the movement of the article

8. INTERFERENCE WITH COMMON PROPERTY

- 8.1 A Proprietor of a Lot must not, without the prior written consent of the Owners Corporation, remove any article, plant or equipment from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles, plant and equipment are used only for their intended use and not damaged.
- 8.2 A Proprietor of a Lot must not, 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
- 8.3 A Proprietor of a Lot must not modify any air conditioning, heating or ventilation system, or associated ducting, servicing that Lot without the prior written consent of the Owners Corporation.
- 8.4 A Proprietor of a Lot must not install nor permit the installation of covering to any storage areas other than as permitted by the Owners Corporation.
- 8.5 A Proprietor of a Lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the Owners Corporation
- 8.6 A Proprietor of a Lot must not enter any plant room without the consent of the Owners Corporation

9. SECURITY OF COMMON PROPERTY

A Proprietor of a 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 Land

10. NOTIFICATION OF DEFECTS

A Proprietor of a Lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to, or defect in, the Common Property or any personal property vested in the Owners Corporation.



11. COMPENSATION TO OWNERS CORPORATION

The Proprietor of a Lot is liable for, and must on demand compensate the Owners Corporation, in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Proprietor or its respective tenants, licensees or invitees.

12. RESTRICTED USE OF COMMON PROPERTY

12.1 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:

- (a) 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, Proprietors of any part of the Common Property;
- (b) permit to the exclusion of Proprietors, any designated part of the Common Property to be used by any security person as a means of monitoring the security and general safety of the lots, either solely or in conjunction with other lots, and
- (c) restrict, by means of key or other security device, the access of the Proprietors of one level of a Building to other levels of that Building or any other Building.

12.2 A Proprietor of a Lot must abide by any actions taken by the Owners Corporation in accordance with rule 12.1.

13. SECURITY KEYS

13.1 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Proprietor of a Lot.

13.2 A Proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any other Proprietor of a Lot and must use all reasonable endeavours including, without limitation, an appropriate stipulation in any lease or licence of a Lot to the occupier to ensure the return of the Security Key to the Proprietor or the Owners Corporation.

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

13.4 A Proprietor of a Lot must promptly notify the Owners Corporation if a Security Key issued to it is lost or destroyed.

14. GARBAGE

14.1 A Proprietor of a Lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose.

14.2 A Proprietor of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:

- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
- (b) recyclable items (including paper, cardboard and plastic) as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;

- (c) cardboard boxes and packaging must be broken down and neatly packed in the garbage area, and
- (d) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the Common Property.

15. **CONSENT OF OWNERS CORPORATION**

A consent given by the Owners Corporation under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute or a resolution that the Proprietor for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

16. **COMPLAINTS AND APPLICATIONS**

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

17. **INSURANCE PREMIUMS**

- 17.1 A Proprietor 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.
- 17.2 If an increased insurance premium is payable by the Owners Corporation due to the act, omission, negligence or default of a Proprietor, the Proprietor must pay the cost of the increased insurance premium to the Owners Corporation within 14 days of demand.

18. **FIRE CONTROL**

- 18.1 A Proprietor of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 18.2 A Proprietor of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of its Lot.
- 18.3 A Proprietor of a Lot must ensure that all smoke detectors installed in the Lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

SIGNS, BLINDS AND AWNINGS

- 19.1 A Proprietor of a Lot must not without the prior written consent of the Owners Corporation, erect or affix any sign or notice to any part of the Common Property unless approved by the Owners Corporation.
- 19.2 A Proprietor of a Lot must not install or permit the installation of any window coverings other than cream, timber or black venetians or such other window coverings permitted by the Owners Corporation from time to time.
- 19.3 A Proprietor of a Lot must not install or permit the installation of any awnings other than as approved by the Owners Corporation.

20. **APPEARANCE OF A LOT**

Without limiting any other of these rules, a Proprietor of a Lot must not,

- (a) without prior written consent of the Owners Corporation maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building.



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- (b) install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation;
- (c) operate or permit to be operated on the Lot or with it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another Lot or another part of the Land;
- (d) without the prior written consent of the Owners Corporation attach to or hang from the exterior of the Lot any sign or any security device or wires;
- (e) place, display or hang any 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;
- (f) 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 change;
- (g) install any external wireless television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building;
- (h) install any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation; or
- (i) install any pipes, wiring, cables or the like to the external face of the Building.

21. PAINTING, FINISHING, ETC

A Proprietor of a Lot must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the Common Property.

22. CLOTHES DRYING AND APPEARANCE OF A LOT

A Proprietor of a Lot must not place any washing, towel or other article so as to be visible from the Common Property or outside the Building without the prior written consent of the Owners Corporation.

23. VEHICLES ON COMMON PROPERTY

- 23.1 A Proprietor of a Lot must not park or leave a vehicle on the 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.
- 23.2 A Proprietor of a Lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Owners Corporation.
- 23.3 A Proprietor of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto the Common Property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the Common Property after due notice has been served.
- 23.4 A Proprietor of a Lot must not park within those spaces allocated for visitors parking.
- 23.5 A Proprietor of a Lot must not permit a visitor of its Lot to use those spaces allocated for visitors parking for more than 24 hours without special permission from the Owners Corporation or the Manager.
- 23.6 A Proprietor of a Lot must not permit anyone to park in a space allocated for visitors parking where the purpose of the visit is to attend a property other than a Building.

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24. CAR STACKERS

- 24.1 The Proprietor of a Stacker Lot is the owner of the Car Stacker even though its supports are located and affixed in any Common Area or a lot or part of a lot below the Stacker Lot.
- 24.2 The Owners Corporation will maintain, repair and replace all Car Stackers for all proprietors of Stacker Lots.
- 24.3 The Owners Corporation will do all things reasonably required to ensure that all Car Stackers operate in the ordinary course as designed except during times of scheduled maintenance, repair or replacement.
- 24.4 The Owners Corporation will replace a Car Stacker when the Owners Corporation decides the Car Stacker is at the end of its economical or practical life or it is otherwise appropriate to replace it.
- 24.5 A Proprietor of a Stacker Lot must obtain and maintain
 - (a) public liability insurance for the Car Stacker, and
 - (b) insurance for the Car Stacker against damage and destruction.
- 24.6 A Proprietor is not able to use a Car Space when the Car Stacker is being maintained, repaired or replaced.
- 24.7 A Proprietor of a Stacker Lot must ensure that any vehicle is removed from the Car Stacker when requested by the Owners Corporation or its authorised repairer for any scheduled, unexpected or emergency maintenance, repair or replacement of the Car Stacker.
- 24.8 A Proprietor of a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Proprietor's failure to observe rule 24.7.
- 24.9 A Proprietor of a Car Space beneath a Stacker Lot must ensure that any vehicle is removed from that Car Space when requested by the Owners Corporation for any scheduled, unexpected or emergency maintenance, repair or replacement of a Car Stacker.
- 24.10 A Proprietor of a Car Space beneath a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Proprietor's failure to observe rule 24.9.
- 24.11 The Owners Corporation is not liable for, and the Proprietor of a Stacker Lot releases and indemnifies the Owners Corporation from and against the failure of the Car Stacker due to maintenance, repair or replacement in the ordinary course or due to unexpected or emergency circumstances or events.
- 24.12 Each Proprietor must reimburse the Owners Corporation as and when required by it for all loss, damage or cost incurred by the Owners Corporation because of any damage to a Car Stacker caused by the Proprietor or an invitee of the Proprietor.

25. CAR STACKER USE

Each Proprietor of a Stacker Lot must not and ensure that each Proprietor and its invitees does not:

- (a) use the Stacker Lot for the parking of vehicles which do not meet the Car Stacker manufacturer's specifications or the requirements of the Owners Corporation,
- (b) allow or permit any person to use the Car Stacker who is not a Proprietor of the Proprietor's Lot,
- (c) allow or permit any person to use the Car Stacker if they have not undertaken an induction and training course on the Car Stacker's use, if so required by the Owners Corporation.

- (d) fail to provide particulars to the Owners Corporation of the Proprietor's vehicle and contact details using the Car Stacker including registration number and advise the Owners Corporation of any change;
- (e) damage or misuse the Car Stacker;
- (f) use, or allow a Car Stacker to be used for parking of a vehicle unless it is owned or used by the Proprietor of a Stacker Lot or the Proprietor's invitees;
- (g) fail to comply with any rules, requirements or directions about any security device which activates or operates the Car Stacker;
- (h) fail to promptly report to the Owners Corporation any damage, malfunction or failure of the Car Stacker to operate; or
- (i) delegate, assign or sublet any of its rights to use a Car Stacker to anyone other than the Proprietor of a Stacker Lot

26. COSTS IN RESPECT OF CAR STACKERS

26.1 Each Proprietor must pay the Owners Corporation as and when required by the Owners Corporation the amount equal to the total of the following costs or amounts divided by the number of Stacker Lots

- (a) under rule 24
- (b) all operational costs required to operate the Car Stackers;
- (c) a contribution to a sinking fund for the eventual replacement of the Car Stackers at the end of their economic life. The Owners Corporation must maintain the fund if it establishes it and
- (d) any goods and services tax on the above amounts

26.2 The Proprietor must pay the amount in rule 26.1 even if the Proprietor does not use the Car Space

26.3 The Owners Corporation may calculate the costs, contributions and liabilities and require payment in any way it considers is reasonable

27. STORAGE OF BICYCLES

A Proprietor of a Lot must not:

- (a) permit any bicycle to be stored other than in the areas (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; or
- (b) 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

28. COMPLIANCE WITH RULES BY INVITEES

28.1 A Proprietor of a Lot must take all reasonable steps to ensure that its invitees comply with these rules and in default take all reasonable steps to ensure that its invitees leave the Land

28.2 A Proprietor of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these rules



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29. COMPLIANCE WITH LAWS

- 29.1 A Proprietor of a Lot must at the Proprietor's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any Governmental Agency.
- 29.2 A Proprietor of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the Building, the lots and the Common Property or which may cause a nuisance or hazard to any other Proprietor of a Lot or its invitees.

30. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS

- 30.1 A Proprietor of a Lot must 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.
- 30.2 A Proprietor of a Lot must not interfere with or obstruct the Manager from performing its duties under any building management agreement entered into from time to time.

31. BUILDING WORKS

- 31.1 A Proprietor of a Lot must not undertake any building works within or about or relating to a Lot except in accordance with the following requirements:
 - (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits, approvals and consents and any conditions thereof;
 - (b) subject to rule 31.2, the Proprietor of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Proprietors.
- 31.2 The Proprietor of a Lot must not permit any trades people or contractors to be on a Lot or the Common Property:
 - (a) on a Saturday before 8am or after 5pm;
 - (b) on a Sunday or public holidays at any time; or
 - (c) before 7.00am or after 5.30pm on any other day.
- 31.3 The Proprietor of a Lot must not proceed with any such works until the Proprietor:
 - (a) submits to the Owners Corporation plans and specifications of any works proposed by the Proprietor which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
 - (b) 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 aesthetic and orderly development of the Building and the Land, do not endanger the Building and are compatible with the overall services to the Land, the Building and the individual floors;
 - (c) 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 conditions (including a condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner engaged by the Owners Corporation) to consider

such plans and specifications) by the Proprietor and such approval shall not be effective until such costs have been paid), and

31.4 pays such reasonable costs to the Owners Corporation

31.5 The Proprietor of a Lot must ensure that

- (a) the Proprietor and the Proprietor's servants, agents and contractors undertaking any works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management and building protection and hours of work and that such servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein; and
- (b) the main entrance and lobby areas of a Building 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.

31.6 Without limiting the generality of rule 31.5 the Proprietor of a Lot must ensure that the Proprietor and the Proprietor's servants, agents and contractors undertaking works observe the following restrictions in respect of the works:

- (a) building materials must not be stacked or stored in the front side or rear of the Building;
- (b) scaffolding must not be erected on the Common Property or the exterior of the Building;
- (c) construction work must comply with all laws and requirements of the relevant Government Agencies;
- (d) the exterior of the Building and the Common Property must at all times be maintained in a clean, tidy and safe state; and
- (e) construction vehicles and construction workers' vehicles must not be brought into, or parked in, the Common Property.

31.7 Before any of the Proprietor's works commence the Proprietor must:

- (a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
- (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.

31.8 Access shall not be available to other lots on the Plan or the Common Property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor of the relevant Lot or of the Owners Corporation in the case of the Common Property.

31.9 The Proprietor of a Lot must immediately make good all damage to, and dirtying of, the Building, the Common Property, the services servicing the Land or any fixtures, fittings and finishes which are caused by such works. If the Proprietor fails to promptly do so, the Owners Corporation may in its absolute discretion make good the damage and dirtying and in that event the Proprietor is liable for and indemnifies the Owners Corporation against all costs and liabilities incurred or paid by the Owners Corporation in so making good the damage or dirtying.

32 PETS AND ANIMALS

A Proprietor must:

- (a) immediately remove any pet or animal from his or her Lot if requested to do so by a written notice given by the Owners Corporation; and



- (b) take all reasonable steps to prevent any animal in his or her control from urinating or defecating on Common Property

33. SELLING AND LEASING

A Proprietor of a Lot must not allow the erection of any "for sale" or "for lease" boards on the Common Property without the prior written consent of the Owners Corporation.

34. USE OF APPURTENANCES

The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purpose other than those for which they were constructed, and rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage must be paid by the Lot Proprietor causing the damage or blockage to the Owners Corporation within 14 days of written demand.

35. INFECTIOUS DISEASES

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Proprietor of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Manager and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

36. ACCESS TO LOTS

- 36.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) day's notice in writing the Owners Corporation or the Manager and their 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 Lot Proprietor in cases where such leakage or defect is due to any act or default of the Lot Proprietor or its invitees). The Owners Corporation and the Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Lot Proprietor as is reasonably practicable in the circumstances.

- 36.2 The Owners Corporation or the Manager and their servants, agents and contractors may use or traverse over any part of the exterior of a Lot for the purposes of maintenance, cleaning or repairs. The Owners Corporation and the Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Lot Proprietor as is reasonably practicable in the circumstances.

37. PROPRIETORS MOVING IN OR VACATING

- 37.1 Proprietors moving furniture in or out must not:

- (a) do so without notifying the Manager at least 48 hours' prior to the proposed move and without receiving approval from the Manager for the day and time of the proposed move;
- (b) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Manager;
- (c) permit any furniture or items to access or exit the Building other than via the basement;
- (d) permit any vehicles to restrict access to Common Property;
- (e) conduct operations so as to unduly restrict access of other Proprietors to the lifts or lobbies or restrict access to fire escapes;

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- (f) place any furniture or items in a lift other than that specified by the Manager and, in any event, not until protective covers have been placed in the lift by the Manager
- (g) permit any furniture or other items to come into contact in any way with the lift's doors, including static contact of leaning or stacking against the door, or
- (h) damage the Common Property and must comply with rule 7 in this respect

37.2 Proprietors moving in or out of the Building will be liable to the Owners Corporation for any damage caused to the Building by the Proprietor or the Proprietor's servants, agents and contractors. If any amount to be paid by a Proprietor moving in or out is not paid within 14 days of the date of moving (and that Proprietor is not the owner of the Lot), then the Owners Corporation may recover the amount owed from the owner of the Lot.

38 CO-OPERATION

Proprietors must work with the Owners Corporation and the Manager to promote and ensure the proper and orderly working and operation of the Building, Common Property and services and facilities on the Land.

39 STORAGE CAGES

A Proprietor of a Lot must not install a storage cage without first obtaining the prior written consent of the Owners Corporation, which consent may be refused or granted (with or without conditions) by the Owners Corporation at its absolute discretion.

40. NO TRADE OR BUSINESS

A Proprietor of a Lot must not use that Lot or any part of the Common Property for any trade or business (excluding short term leasing, subleasing, licencing or renting of lots) nor permit others to do so unless:

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

41 CONDUCT OF MEETINGS

The conduct of meetings of the Owners Corporation shall be regulated in accordance with the Act.

42 BUILDING MANAGEMENT AGREEMENT

42.1 In accordance with the Act, the Owners Corporation has the power to appoint and enter into an agreement with a Building Manager to provide caretaking, security, cleaning and other operational services for the Complex.

42.2 The Building Manager's duties may include:

- (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments,
- (b) attending to or supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation,





- (c) providing telecommunication and internet services

- 43.3 The Letting Manager must comply with instructions from the Owners Corporation about performing its duties
- 43.4 The Owners Corporation must not, without the written consent of the Letting Manager, enter into more than one Letting and Licence Deed under this rule at any one time.
- 43.5 Any Letting and Licence Deed entered into by the Owners Corporation pursuant to rule 43.1 must not provide for the payment by the Owners Corporation to the Letting Manager of remuneration, fees or other consideration for providing the letting services.
- 43.6 The Letting Manager may, at its own expense, erect or procure the erection of signs within the Complex for the purpose of promoting the letting, property management and sales service of the Letting Manager, subject to the prior consent of the Owners Corporation acting reasonably.
- 43.7 The owner or occupier of a lot must not:
- (a) interfere with or obstruct the Letting Manager from performing the Letting Manager's duties under the Letting and Licence Deed; or
 - (b) interfere with or obstruct the Letting Manager from using the reception area or any other part of the common property designated by the Owners Corporation for use by the Letting Manager
- 43.8 The owner or occupier of a lot must not on any lot or the common property (except with the written consent of the Letting Manager) conduct or participate in the conduct of:
- (a) the business of a Letting Manager; or
 - (b) any other business activity that is an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in rule 43.2

The Owners Corporation must not, without the written consent of the Letting Manager, vary or revoke this rule.

44. FINANCIER DEED

- 44.1 The Owners Corporation has the power to enter into any deed or agreement with a financier of the Building Manager and/or Letting Manager (*Financier Deed*) so that the financier's rights pursuant to any security arrangement between the Building Manager and/or Letting Manager and the financier can be enforced. Rule 44.2 sets out the provisions that shall be incorporated in any Financier Deed pursuant to this clause.
- 44.2 Limitation on termination of Building Management Agreement
- (a) The Owners Corporation under a Financier Deed may terminate the Building Management Agreement and Letting and Licence Deed if:
 - (i) the Owners Corporation has given the Building Manager's and/or Letting Manager's financier written notice, addressed to the financier at the financier's address for service, that the Owners Corporation has the right to terminate the Building Management Agreement and/or Letting and Licence Deed; and
 - (ii) when the notice was given, circumstances existed under which the Owners Corporation had the right to terminate the Building Management Agreement and/or Letting and Licence Deed; and
 - (iii) at least 21 days have passed since the notice was given

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- (b) However, the Owners Corporation cannot terminate the Building Management Agreement and/or Letting and Licence Deed, if under arrangements between the financier and the Building Manager and/or Letting Manager the financier
 - (i) is acting under the contract in place of the Building Manager and/or Letting Manager, or
 - (ii) has appointed a person as a receiver or receiver and manager for carrying out the duties referred to in the Building Management Agreement and/or Letting and Licence Deed
- (c) A financier may take the action mentioned in rule 44.2(b) only if the financier has previously given written notice to the Owners Corporation of the financier's intention to take the action
- (d) The financier may authorise a person to act for the financier under rule 44.2(b)(i) if
 - (i) the person is not the Building Manager and/or Letting Manager or an associate of the Building Manager and/or Letting Manager,
 and
 - (ii) the Owners Corporation has first approved the person
- (e) For deciding whether to approve a person under rule 44.2(d) the Owners Corporation
 - (i) must act reasonably in the circumstances and as quickly as practicable, and
 - (ii) may have regard only to the character of the person; and the competency, qualifications and experience of the person
- (f) However, the Owners Corporation must not
 - (i) unreasonably withhold approval of the person, or
 - (ii) require or receive a fee or other consideration for approving the person, other than reimbursement for legal or administrative expenses reasonably incurred by the Owners Corporation in the application for its approval
- (g) Clause 44.2(b) does not operate to stop the Owners Corporation from terminating the Building Management Agreement and/or Letting and Licence Deed due to something done or not done by or at the direction of the financier, or a person appointed as a receiver or receiver and manager by the financier for the purposes of clause 44.2(b) in performing the duties or obligations of the Building Manager and/or Letting Manager under the Building Management Agreement and/or Letting and Licence Deed after the financier started to act under that clause
- (h) Nothing in this section stops the ending of the Building Management Agreement and/or Letting and Licence Deed by the mutual agreement of the Owners Corporation, the Building Manager and/or Letting Manager and the financier
- (i) In this section
 - 'address for service' for a financier, means the financier's address for service
 - (i) detailed in the Financier Deed, or
 - (ii) if the financier's address for service is different to the address contained in the Financier Deed, the different address.
- (j) It is the responsibility of the financier to provide written notice to the Owners Corporation of any changes to its address for service

OWNERS CORPORATION No 1 PS 711384P/S3
ADDITIONAL OWNERS CORPORATION RULES

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these rules:

- (a) **"Act"** means the *Owners Corporations Act 2006* (Vic);
- (b) **"Building Manager"** means the person or entity appointed under the Building Management Agreement;
- (c) **"Building Management Agreement"** means a Building Management Agreement entered into pursuant to Rule 42;
- (d) **"Buildings"** means the buildings constructed on the Land;
- (e) **"Car Space"** means a Proprietor's Car Space Lot or that part of a Proprietor's Lot as shown in the basement diagrams of the Plan;
- (f) **"Car Stacker"** means the mechanical car stacking machinery and associated equipment and its supports;
- (g) **"Common Property"** means the common property on the Plan;
- (h) **"Complex"** means all buildings and improvements within the Plan;
- (i) **"Governmental Agency"** means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (j) **"Land"** means the whole of the land described in the Plan;
- (k) **"Letting Manager"** means the person or entity appointed under the Letting and Licence Deed;
- (l) **"Letting and Licence Deed"** means the Letting and Licence Deed entered into pursuant to Rule 43;
- (m) **"Lots"** means the lots on the Plan;
- (n) **"Manager"** means the person appointed by the Owners Corporation as its manager from time to time under Part 6 of the Act;
- (o) **"Owners Corporation"** means owners corporation no. 1 PS 711384P/S3 and includes any Manager who, or committee, established in accordance with the Act, that has 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 these rules;
- (p) **"Plan"** means plan of subdivision no. PS 711384P/S3;
- (q) **"Proprietor"** includes the owner of a Lot and an occupier of that Lot;
- (r) **"Regulations"** means the *Owners Corporations Regulations 2007* (Vic) and/or any regulations made under the Act from time to time;

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- (e) **"Security Key"** means a key, magnetic card or other device used to open and close doors, gates and locks or to generate alarms, security systems or communication systems in respect of a Lot or the Common Property; and
- (f) **"Stacker Lot"** means a lot or part of a lot intended to be used as a car parking space and only accessible by a Car Stacker.

1.2 Interpretation

Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) the singular includes the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other owners corporation and any Governmental Agency;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- (f) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (g) specifying anything in these rules after the words "include", "including", "for example", "such as" or similar expressions does not limit what else is included unless there is express wording to the contrary;
- (h) a reference to the Owners Corporation includes any elected committee of the Owners Corporation and/or committee member; and
- (i) a reference to a thing includes part of that thing.

1.3 Other rights

The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be granted in writing to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. SUPPORT AND PROVISION OF SERVICES

2.1 Except for the purposes of maintenance and renewal and with the prior written consent of the Owners Corporation, a Proprietor of a Lot must not do anything or permit anything to be done on or in relation to that Proprietor's Lot or the Common Property so that:

- (a) any support or shelter provided by that Lot or the Common Property for any other Lot or the Common Property is interfered with;
- (b) the structural and functional integrity of any part of the Common Property is impaired; or
- (c) the passage or provision of services through the Lot or the Common Property is interfered with.

2.2 A Proprietor of a Lot must not remove any adjoining walls to another apartment to make one large apartment without first requesting permission from the Owners Corporation. The Proprietor must

first obtain an engineer's structural report on proposed works and provide a clearance from a building practitioner. The Owners Corporation will not withhold consent if all these measures are met. (Refer to rule 31 for building works terms and conditions).

3. INCORPORATION OF ACT

To the extent permitted by Part 8 and Schedule 1 of the Act, the Owners Corporation adopts as rules the provisions of the Act and the Regulations and Proprietors of lots must comply with the Act and Regulations and any breach of the Act or Regulations shall constitute a breach of these rules.

4. BEHAVIOUR BY PROPRIETORS

A Proprietor of a Lot must not:

- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor of another Lot or of any person lawfully using Common Property;
- (b) obstruct the lawful use of Common Property by any person;
- (c) when on Common Property, or on any part of a Lot so as to be visible from another Lot or from Common Property, must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor of another Lot or to any person lawfully using Common Property;
- (d) smoke in the stairwells, lifts, foyers, carpark lobbies, loading docks or areas set aside for plant and storage within the Common Property, or such other parts of the Common Property as the Owners Corporation or its Manager may designate from time to time;
- (e) permit any persons under its control 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;
- (f) permit any persons under its control to use on the Common Property any skateboards, roller skates or roller blades;
- (g) dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in the Common Property;
- (h) permit persons under its control to consume alcohol or take glassware onto the Common Property unless prior written approval has been obtained from the Owners Corporation; or
- (i) use or permit to be used a Lot for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other owner or occupier of a Lot or guests of any such owner or occupier or any other person entitled to use Common Property.

5. CLEANING OF A LOT

- 5.1 A Proprietor of a Lot must keep the Proprietor's Lot clean and in good repair and condition.
- 5.2 A Proprietor must take all reasonable steps to prevent infestation of the Proprietor's Lot by vermin and insects.
- 5.3 A Proprietor of a Lot must 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 a Proprietor's car parking space(s) which is stained by oil, petrol or a like substance and charge that Proprietor for the cost of cleaning. The Owners Corporation will give 14 days notice of its intention to do such cleaning.

6. DAMAGE TO COMMON PROPERTY

- 6.1 A Proprietor of a Lot must not mark, paint or otherwise damage or deface, any structure, chattel, fixture, fitting, service or easement that forms part of or relates to the Common Property.
- 6.2 A Proprietor of a Lot must not breach the fire regulations by installing unapproved dead locks or peep holes or any other fitting, or fixture or penetration that would void the Owners Corporation's insurance policy.

7. MOVING OF CERTAIN ARTICLES

- 7.1 A Proprietor of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through the Common Property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.
- 7.2 A Proprietor of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through the Common Property via the service lifts and in accordance with the directions of the Manager.
- 7.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Manager and the Proprietor of the Lot will inspect the Common Property through which such article is to be moved to establish its state of repair. The Proprietor of the Lot will be liable for any damage caused to the Common Property arising from the movement of the article.

8. INTERFERENCE WITH COMMON PROPERTY

- 8.1 A Proprietor of a Lot must not, without the prior written consent of the Owners Corporation, remove any article, plant or equipment from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles, plant and equipment are used only for their intended use and not damaged.
- 8.2 A Proprietor of a Lot must not, 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.
- 8.3 A Proprietor of a Lot must not modify any air conditioning, heating or ventilation system, or associated ducting, servicing that Lot without the prior written consent of the Owners Corporation.
- 8.4 A Proprietor of a Lot must not install nor permit the installation of covering to any storage areas other than as permitted by the Owners Corporation.
- 8.5 A Proprietor of a Lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the Owners Corporation.
- 8.6 A Proprietor of a Lot must not enter any plant room without the consent of the Owners Corporation.

9. SECURITY OF COMMON PROPERTY

A Proprietor of a 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 Land.

10. NOTIFICATION OF DEFECTS

A Proprietor of a Lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to, or defect in, the Common Property or any personal property vested in the Owners Corporation.

11. COMPENSATION TO OWNERS CORPORATION

The Proprietor of a Lot is liable for, and must on demand compensate the Owners Corporation, in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Proprietor or its respective tenants, licensees or invitees.

12. RESTRICTED USE OF COMMON PROPERTY

12.1 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:

- (a) 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, Proprietors of any part of the Common Property;
- (b) permit, to the exclusion of Proprietors, any designated part of the Common Property to be used by any security person as a means of monitoring the security and general safety of the lots, either solely or in conjunction with other lots; and
- (c) restrict, by means of key or other security device, the access of the Proprietors of one level of a Building to other levels of that Building or any other Building.

12.2 A Proprietor of a Lot must abide by any actions taken by the Owners Corporation in accordance with rule 12.1.

13. SECURITY KEYS

13.1 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Proprietor of a Lot.

13.2 A Proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any other Proprietor of a Lot and must use all reasonable endeavours including, without limitation, an appropriate stipulation in any lease or licence of a Lot to the occupier to ensure the return of the Security Key to the Proprietor or the Owners Corporation.

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

13.4 A Proprietor of a Lot must promptly notify the Owners Corporation if a Security Key issued to it is lost or destroyed.

14. GARBAGE

14.1 A Proprietor of a Lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for that purpose.

14.2 A Proprietor of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:

- (a) glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
- (b) recyclable items (including paper, cardboard and plastic) as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation;

- (c) cardboard boxes and packaging must be broken down and neatly packed in the garbage area; and
- (d) all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the Common Property.

15. CONSENT OF OWNERS CORPORATION

A consent given by the Owners Corporation under these rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the Proprietor for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

16. COMPLAINTS AND APPLICATIONS

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

17. INSURANCE PREMIUMS

- 17.1 A Proprietor 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.
- 17.2 If an increased insurance premium is payable by the Owners Corporation due to the act, omission, negligence or default of a Proprietor, the Proprietor must pay the cost of the increased insurance premium to the Owners Corporation within 14 days of demand.

18. FIRE CONTROL

- 18.1 A Proprietor of a Lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 18.2 A Proprietor of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of its Lot.
- 18.3 A Proprietor of a Lot must ensure that all smoke detectors installed in the Lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.

19. SIGNS, BLINDS AND AWNINGS

- 19.1 A Proprietor of a Lot must not, without the prior written consent of the Owners Corporation, erect or affix any sign or notice to any part of the Common Property unless approved by the Owners Corporation.
- 19.2 A Proprietor of a Lot must not install or permit the installation of any window coverings other than cream, timber or black venetians or such other window coverings permitted by the Owners Corporation from time to time.
- 19.3 A Proprietor of a Lot must not install, or permit the installation of, any awnings other than as approved by the Owners Corporation.

20. APPEARANCE OF A LOT

Without limiting any other of these rules, a Proprietor of a Lot must not:

- (a) without prior written consent of the Owners Corporation maintain inside the Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;

- (b) install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation;
- (c) operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another Lot or another part of the Land;
- (d) without the prior written consent of the Owners Corporation attach to or hang from the exterior of the Lot any aerial or any security device or wires;
- (e) place, display or hang any 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;
- (f) 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 change;
- (g) install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building;
- (h) install any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation; or
- (i) install any pipes, wiring, cables or the like to the external face of the Building.

21. PAINTING, FINISHING, ETC

A Proprietor of a Lot must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the Common Property.

22. CLOTHES DRYING AND APPEARANCE OF A LOT

A Proprietor of a Lot must not place any washing, towel or other article so as to be visible from the Common Property or outside the Building without the prior written consent of the Owners Corporation.

23. VEHICLES ON COMMON PROPERTY

- 23.1 A Proprietor of a Lot must not park or leave a vehicle on the 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.
- 23.2 A Proprietor of a Lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Owners Corporation.
- 23.3 A Proprietor of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto the Common Property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the Common Property after due notice has been served.
- 23.4 A Proprietor of a Lot must not park within those spaces allocated for visitors parking.
- 23.5 A Proprietor of a Lot must not permit a visitor of its Lot to use those spaces allocated for visitors parking for more than 24 hours without special permission from the Owners Corporation or the Manager.
- 23.6 A Proprietor of a Lot must not permit anyone to park in a space allocated for visitors parking where the purpose of the visit is to attend a property other than a Building.

24. CAR STACKERS

- 24.1 The Proprietor of a Stacker Lot is the owner of the Car Stacker even though its supports are located and affixed in any Common Area or a lot or part of a lot below the Stacker Lot.
- 24.2 The Owners Corporation will maintain, repair and replace all Car Stackers for all proprietors of Stacker Lots.
- 24.3 The Owners Corporation will do all things reasonably required to ensure that all Car Stackers operate in the ordinary course as designed except during times of scheduled maintenance, repair or replacement.
- 24.4 The Owners Corporation will replace a Car Stacker when the Owners Corporation decides the Car Stacker is at the end of its economical or practical life or it is otherwise appropriate to replace it.
- 24.5 A Proprietor of a Stacker Lot must obtain and maintain:
- (a) public liability insurance for the Car Stacker, and
 - (b) insurance for the Car Stacker against damage and destruction.
- 24.6 A Proprietor is not able to use a Car Space when the Car Stacker is being maintained, repaired or replaced.
- 24.7 A Proprietor of a Stacker Lot must ensure that any vehicle is removed from the Car Stacker when requested by the Owners Corporation or its authorised repairer for any scheduled, unexpected or emergency maintenance, repair or replacement of the Car Stacker.
- 24.8 A Proprietor of a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Proprietor's failure to observe rule 24.7.
- 24.9 A Proprietor of a Car Space beneath a Stacker Lot must ensure that any vehicle is removed from that Car Space when requested by the Owners Corporation for any scheduled, unexpected or emergency maintenance, repair or replacement of a Car Stacker.
- 24.10 A Proprietor of a Car Space beneath a Stacker Lot indemnifies and releases the Owners Corporation from and against any loss or cost due to the Proprietor's failure to observe rule 24.9.
- 24.11 The Owners Corporation is not liable for, and the Proprietor of a Stacker Lot releases and indemnifies the Owner's Corporation from and against the failure of the Car Stacker due to maintenance, repair or replacement in the ordinary course or due to unexpected or emergency circumstances or events.
- 24.12 Each Proprietor must reimburse the Owners Corporation as and when required by it for all loss, damage or cost incurred by the Owners Corporation because of any damage to a Car Stacker caused by the Proprietor or an invitee of the Proprietor.

25. CAR STACKER USE

Each Proprietor of a Stacker Lot must not and ensure that each Proprietor and its invitees does not:

- (a) use the Stacker Lot for the parking of vehicles which do not meet the Car Stacker manufacturer's specifications or the requirements of the Owners Corporation;
- (b) allow or permit any person to use the Car Stacker who is not a Proprietor of the Proprietor's Lot;
- (c) allow or permit any person to use the Car Stacker if they have not undertaken an induction and training course on the Car Stacker's use, if so required by the Owners Corporation;

- (d) fail to provide particulars to the Owners Corporation of the Proprietor's vehicle and contact details using the Car Stacker including registration number and advise the Owners Corporation of any change;
- (e) damage or misuse the Car Stacker;
- (f) use, or allow a Car Stacker to be used for parking of a vehicle unless it is owned or used by the Proprietor of a Stacker Lot or the Proprietor's invitees;
- (g) fail to comply with any rules, requirements or directions about any security device which activates or operates the Car Stacker;
- (h) fail to promptly report to the Owners Corporation any damage, malfunction or failure of the Car Stacker to operate; or
- (i) delegate, assign or sublet any of its rights to use a Car Stacker to anyone other than the Proprietor of a Stacker Lot.

26. COSTS IN RESPECT OF CAR STACKERS

26.1 Each Proprietor must pay the Owners Corporation as and when required by the Owners Corporation the amount equal to the total of the following costs or amounts divided by the number of Stacker Lots:

- (a) under rule 24;
- (b) all operational costs required to operate the Car Stackers;
- (c) a contribution to a sinking fund for the eventual replacement of the Car Stackers at the end of their economic life. The Owners Corporation must maintain the fund if it establishes it; and
- (d) any goods and services tax on the above amounts.

26.2 The Proprietor must pay the amount in rule 26.1 even if the Proprietor does not use the Car Space.

26.3 The Owners Corporation may calculate the costs, contributions and liabilities and require payment in any way it considers is reasonable.

27. STORAGE OF BICYCLES

A Proprietor of a Lot must not:

- (a) permit any bicycle to be stored other than in the areas (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; or
- (b) 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.

28. COMPLIANCE WITH RULES BY INVITEES

28.1 A Proprietor of a Lot must take all reasonable steps to ensure that its invitees comply with these rules and in default take all reasonable steps to ensure that its invitees leave the Land.

28.2 A Proprietor of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these rules.

29. COMPLIANCE WITH LAWS

- 29.1 A Proprietor of a Lot must at the Proprietor's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any Governmental Agency.
- 29.2 A Proprietor of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the Building, the lots and the Common Property, or which may cause a nuisance or hazard to any other Proprietor of a Lot or its invitees.

30. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS

- 30.1 A Proprietor of a Lot must 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.
- 30.2 A Proprietor of a Lot must not interfere with or obstruct the Manager from performing its duties under any building management agreement entered into from time to time.

31. BUILDING WORKS

- 31.1 A Proprietor of a Lot must not undertake any building works within or about or relating to a Lot except in accordance with the following requirements:
- (a) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof;
 - (b) subject to rule 31.2, the Proprietor of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Proprietors;
- 31.2 The Proprietor of a Lot must not permit any trades people or contractors to be on a Lot or the Common Property:
- (a) on a Saturday before 8am or after 5pm;
 - (b) on a Sunday or public holidays at any time; or
 - (c) before 7.00am or after 5.30pm on any other day.
- 31.3 The Proprietor of a Lot must not proceed with any such works until the Proprietor:
- (a) submits to the Owners Corporation plans and specifications of any works proposed by the Proprietor which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
 - (b) 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 aesthetic and orderly development of the Building and the Land, do not endanger the Building and are compatible with the overall services to the Land, the Building and the individual floors;
 - (c) 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 conditions (including a condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner engaged by the Owners Corporation to consider

such plans and specifications) by the Proprietor and such approval shall not be effective until such costs have been paid); and

31.4 pays such reasonable costs to the Owners Corporation.

31.5 The Proprietor of a Lot must ensure that:

- (a) the Proprietor and the Proprietor's servants, agents and contractors undertaking any works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management and building protection and hours of work and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein; and
- (b) the main entrance and lobby areas of a Building 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.

31.6 Without limiting the generality of rule 31.5 the Proprietor of a Lot must ensure that the Proprietor and the Proprietor's servants, agents and contractors undertaking works observe the following restrictions in respect of the works:

- (a) building materials must not be stacked or stored in the front side or rear of the Building;
- (b) scaffolding must not be erected on the Common Property or the exterior of the Building;
- (c) construction work must comply with all laws and requirements of the relevant Government Agencies;
- (d) the exterior of the Building and the Common Property must at all times be maintained in a clean tidy and safe state; and
- (e) construction vehicles and construction workers' vehicles must not be brought into, or parked in, the Common Property.

31.7 Before any of the Proprietor's works commence the Proprietor must:

- (a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
- (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.

31.8 Access shall not be available to other lots on the Plan or the Common Property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor of the relevant Lot or of the Owners Corporation in the case of the Common Property.

31.9 The Proprietor of a Lot must immediately make good all damage to, and dirtying of, the Building, the Common Property, the services servicing the Land or any fixtures fittings and finishes which are caused by such works. If the Proprietor fails to promptly do so, the Owners Corporation may in its absolute discretion make good the damage and dirtying and in that event the Proprietor is liable for and indemnifies the Owners Corporation against all costs and liabilities incurred or paid by the Owners Corporation in so making good the damage or dirtying.

32. PETS AND ANIMALS

A Proprietor must:

- (a) immediately remove any pet or animal from his or her Lot if requested to do so by a written notice given by the Owners Corporation; and

- (b) take all reasonable steps to prevent any animal in his or her control from urinating or defecating on Common Property.

33. SELLING AND LEASING

A Proprietor of a Lot must not allow the erection of any for sale or for lease boards on the Common Property without the prior written consent of the Owners Corporation.

34. USE OF APPURTENANCES

The water closets, conveniences and other water apparatus including waste pipes and drains must not be used for any purpose other than those for which they were constructed, and rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage must be paid by the Lot Proprietor causing the damage or blockage to the Owners Corporation within 14 days of written demand.

35. INFECTIOUS DISEASES

In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Proprietor of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Manager and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

36. ACCESS TO LOTS

- 36.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) day's notice in writing the Owners Corporation or the Manager and their 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 Lot Proprietor in cases where such leakage or defect is due to any act or default of the Lot Proprietor or its invitees). The Owners Corporation and the Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Lot Proprietor as is reasonably practicable in the circumstances.
- 36.2 The Owners Corporation or the Manager and their servants, agents and contractors may use or traverse over any part of the exterior of a Lot for the purposes of maintenance, cleaning or repairs. The Owners Corporation and the Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Lot Proprietor as is reasonably practicable in the circumstances.

37. PROPRIETORS MOVING IN OR VACATING

- 37.1 Proprietors moving furniture in or out must not:
 - (a) do so without notifying the Manager at least 48 hours' prior to the proposed move and without receiving approval from the Manager for the day and time of the proposed move;
 - (b) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Manager;
 - (c) permit any furniture or items to access or exit the Building other than via the basement;
 - (d) permit any vehicles to restrict access to Common Property;
 - (e) conduct operations so as to unduly restrict access of other Proprietors to the lifts or lobbies or restrict access to fire escapes;

- (f) place any furniture or items in a lift other than that specified by the Manager and, in any event, not until protective covers have been placed in the lift by the Manager;
 - (g) permit any furniture or other items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door; or
 - (h) damage the Common Property and must comply with rule 7 in this respect.
- 37.2 Proprietors moving in or out of the Building will be liable to the Owners Corporation for any damage caused to the Building by the Proprietor or the Proprietor's servants, agents and contractors. If any amount to be paid by a Proprietor moving in or out is not paid within 14 days of the date of moving (and that Proprietor is not the owner of the Lot), then the Owners Corporation may recover the amount owed from the owner of the Lot.

38. CO-OPERATION

Proprietors must work with the Owners Corporation and the Manager to promote and ensure the proper and orderly working and operation of the Building, Common Property and services and facilities on the Land.

39. STORAGE CAGES

A Proprietor of a Lot must not install a storage cage without first obtaining the prior written consent of the Owners Corporation, which consent may be refused or granted (with or without conditions) by the Owners Corporation at its absolute discretion.

40. NO TRADE OR BUSINESS

A Proprietor of a Lot must not use that Lot or any part of the Common Property for any trade or business (excluding short term leasing, subleasing, licencing or renting of lots) nor permit others to do so unless:

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

41. CONDUCT OF MEETINGS

The conduct of meetings of the Owners Corporation shall be regulated in accordance with the Act.

42. BUILDING MANAGEMENT AGREEMENT

42.1 In accordance with the Act, the Owners Corporation has the power to appoint and enter into an agreement with a Building Manager to provide caretaking, security, cleaning and other operational services for the Complex.

42.2 The Building Manager's duties may include:

- (a) caretaking, supervising and servicing the common property to a standard consistent with use of lots in the scheme as high class residential apartments;
- (b) attending to or supervising the cleaning, repair, maintenance, renewal or replacement of common property and any personal property vested in the Owners Corporation;

- (c) providing services to the Owners Corporation, owners and occupiers including, without limitation, the services of a handy person and room cleaning;
 - (d) supervising Owners Corporation employees and contractors;
 - (e) providing security services to the Owners Corporation;
 - (f) providing cleaning services to the Owners Corporation;
 - (g) supervising the Complex generally;
 - (h) anything else that the Owners Corporation agrees is necessary for the operation and management of the Complex.
- 42.3 The Building Manager must comply with instructions from the Owners Corporation about performing its duties.
- 42.4 The Owners Corporation must not, without the written consent of the Building Manager, enter into more than one Building Management Agreement under this rule at any one time.
- 42.5 Any Building Management Agreement entered into by the Owners Corporation pursuant to rule 42.1 will provide for the payment by the Owners Corporation to the Building Manager of remuneration, fees or other consideration for providing the building management services and undertaking the building management duties as provided for in the Building Management Agreement.
- 42.6 The owner or occupier of a lot must not:
- (a) interfere with or obstruct the Building Manager from performing the Building Manager's duties under the Building Management Agreements; or
 - (b) interfere with or obstruct the Building Manager from using the Building Manager's office or any other part of the common property designated by the Owners Corporation for use by the Building Manager.
- 42.7 The owner or occupier of a lot must not, on any lot or the common property (except with the written consent of the Building Manager) conduct or participate in the conduct of:
- (a) the business of an onsite Building Manager; or
 - (b) any other business activity that is either:
 - (i) an activity identical or substantially identical with any of the services relating to the management, control and administration of the Complex referred to in rule 42.2, or
 - (ii) an activity identical or substantially identical with any of the services provided to owners and occupiers of lots referred to in rule 42.2.
 - (c) The Owners Corporation must not, without the written consent of the Building Manager, vary or revoke this rule.

43. LETTING AND LICENCE DEED

- 43.1 In accordance with the Act, the Owners Corporation has the power to authorise and enter into a deed with a Letting Manager to provide letting, sales, and other services to owners in the Complex.
- 43.2 The Letting Manager's duties may include:
- (a) providing a letting, property management and sales service;
 - (b) providing services to owners and occupiers including, without limitation, the services of a handy person, room cleaning, the provision of linen and the hiring of equipment; and

- (c) providing telecommunication and internet services.
- 43.3 The Letting Manager must comply with instructions from the Owners Corporation about performing its duties.
- 43.4 The Owners Corporation must not, without the written consent of the Letting Manager, enter into more than one Letting and Licence Deed under this rule at any one time.
- 43.5 Any Letting and Licence Deed entered into by the Owners Corporation pursuant to rule 43.1 must not provide for the payment by the Owners Corporation to the Letting Manager of remuneration, fees or other consideration for providing the letting services.
- 43.6 The Letting Manager may, at its own expense, erect or procure the erection of signs within the Complex for the purpose of promoting the letting, property management and sales service of the Letting Manager, subject to the prior consent of the Owners Corporation, acting reasonably.
- 43.7 The owner or occupier of a lot must not:
 - (a) interfere with or obstruct the Letting Manager from performing the Letting Manager's duties under the Letting and Licence Deed; or
 - (b) interfere with or obstruct the Letting Manager from using the reception area or any other part of the common property designated by the Owners Corporation for use by the Letting Manager.
- 43.8 The owner or occupier of a lot must not, on any lot or the common property (except with the written consent of the Letting Manager) conduct or participate in the conduct of:
 - (a) the business of a Letting Manager; or
 - (b) any other business activity that is an activity identical or substantially identical with any of the services relating to the letting of Lots referred to in rule 43.2.

The Owners Corporation must not, without the written consent of the Letting Manager, vary or revoke this rule.

44. FINANCIER DEED

- 44.1 The Owners Corporation has the power to enter into any deed or agreement with a financier of the Building Manager and/or Letting Manager (**Financier Deed**) so that the financier's rights pursuant to any security arrangement between the Building Manager and/or Letting Manager and the financier can be enforced. Rule 44.2 sets out the provisions that shall be incorporated in any Financier Deed pursuant to this clause.
- 44.2 Limitation on termination of Building Management Agreement
 - (a) The Owners Corporation under a Financier Deed may terminate the Building Management Agreement and Letting and Licence Deed if:
 - (i) the Owners Corporation has given the Building Manager's and/or Letting Manager's financier written notice, addressed to the financier at the financier's address for service, that the Owners Corporation has the right to terminate the Building Management Agreement and/or Letting and Licence Deed; and
 - (ii) when the notice was given, circumstances existed under which the Owners Corporation had the right to terminate the Building Management Agreement and/or Letting and Licence Deed; and
 - (iii) at least 21 days have passed since the notice was given.

- (b) However, the Owners Corporation cannot terminate the Building Management Agreement and/or Letting and Licence Deed, if under arrangements between the financier and the Building Manager and/or Letting Manager, the financier:
 - (i) is acting under the contract in place of the Building Manager and/or Letting Manager, or
 - (ii) has appointed a person as a receiver or receiver and manager for carrying out the duties referred to in the Building Management Agreement and/or Letting and Licence Deed.
- (c) A financier may take the action mentioned in rule 44.2(b) only if the financier has previously given written notice to the Owners Corporation of the financier's intention to take the action.
- (d) The financier may authorise a person to act for the financier under rule 44.2(b)(i) if:
 - (i) the person is not the Building Manager and/or Letting Manager or an associate of the Building Manager and/or Letting Manager;

and

 - (ii) the Owners Corporation has first approved the person.
- (e) For deciding whether to approve a person under rule 44.2(d), the Owners Corporation:
 - (i) must act reasonably in the circumstances and as quickly as practicable; and
 - (ii) may have regard only to the character of the person, and the competency, qualifications and experience of the person.
- (f) However, the Owners Corporation must not
 - (i) unreasonably withhold approval of the person; or
 - (ii) require or receive a fee or other consideration for approving the person, other than reimbursement for legal or administrative expenses reasonably incurred by the Owners Corporation in the application for its approval.
- (g) Clause 44.2(b) does not operate to stop the Owners Corporation from terminating the Building Management Agreement and/or Letting and Licence Deed due to something done or not done by, or at the direction of the financier, or a person appointed as a receiver or receiver and manager by the financier for the purposes of clause 44.2(b), in performing the duties or obligations of the Building Manager and/or Letting Manager under the Building Management Agreement and/or Letting and Licence Deed after the financier started to act under that clause.
- (h) Nothing in this section stops the ending of the Building Management Agreement and/or Letting and Licence Deed by the mutual agreement of the Owners Corporation, the Building Manager and/or Letting Manager and the financier.
- (i) In this section

'address for service' for a financier, means the financier's address for service

 - (i) detailed in the Financier Deed; or
 - (ii) if the financier's address for service is different to the address contained in the Financier Deed, the different address.
- (j) It is the responsibility of the financier to provide written notice to the Owners Corporation of any changes to its address for service.

Owner Ledger

Start Date : 10/07/2021

End Date : 10/07/2026

Lot 201C Unit 217/6 Clarkson Court Julius Kurniadi & Devin / Jong & Kurniadi

Levies										
Levy No.	Due date	Sys. Entered Date	Details	Levy Amount	Paid	Interest Paid	Interest on arrears	Levy Balance	Levy Type	Status
1	01/06/2023	07/07/2023	Administrative Fund Levy Contribution 01/06/23 - 31/08/23	\$296.60	\$296.60	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
2	01/09/2023	12/07/2023	Administrative Fund Levy Contribution 01/09/23 - 30/11/23	\$501.01	\$501.01	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
3	04/09/2023	01/08/2023	Deficit Levy 01/09/2023 – 30/11/2023	\$3.60	\$3.60	\$0.00	\$0.00	\$0.00	O - Regular Levy	A
4	10/12/2023	10/11/2023	Administrative Fund Levy Contribution 01/12/23 - 29/02/24	\$348.60	\$348.60	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
5	01/03/2024	12/01/2024	Administrative Fund Levy Contribution 01/03/24 - 31/05/24	\$308.86	\$308.86	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
6	01/06/2024	16/04/2024	Administrative Fund Levy Contribution 01/06/24 - 31/08/24	\$288.99	\$288.99	\$0.00	\$0.00	\$0.00	Q - Regular Levy	A
7	01/09/2024	16/04/2024	Administrative Fund Levy Contribution 01/09/24 - 30/11/24	\$288.99	\$0.00	\$0.00	\$0.00	\$288.99	Q - Regular Levy	A

Current position as at 10/07/2024

Prepaid : \$0.00 Levy Arrears & Owner Invoices Due : \$0.00 Interest on Levy Arrears : \$0.00 Total Arrears : \$0.00

Prepared for Owners Corporation Gardiner Road 1A Campus Clayton PS 711384P OC2 [PS711384P OC2]

CAMPUS CLAYTON/1A GARDINER ROAD CLAYTON VIC 3168 (ABN: 95 477 417 788)

Receipts					
Receipt No.	Receipt Date	Status	Amount	Receipt Balance	Allocated Levies
16611	23/05/2023		\$296.60	\$0.00	1
22492	18/08/2023		\$504.61	\$0.00	2,3
30954	20/11/2023		\$348.60	\$0.00	4
39599	16/02/2024		\$308.86	\$0.00	5
49481	22/05/2024		\$288.99	\$0.00	6

Balance Sheet

As at 10/07/2024

Account Classification	Amount(\$)
<u>Assets</u>	
Administrative Fund	
Accounts Receivable	
Brought Forward Receivables	1,128.00
Owner	862.89
Regular Contributions	8,532.78
	10,523.67
Cash at Bank -> AccNo:253639991	
Presented	253,963.16
	253,963.16
Unallocated Fund	
Cash at Bank -> AccNo:253639991	
Presented	4,702.93
	4,702.93
⌚ Total Assets	\$269,189.76
<u>Less Liabilities</u>	
Administrative Fund	
GST Clearing	2,230.87
Prepaid- Contributions	209.70
	2,440.57
Unallocated Fund	
Prepaid- Contributions	4,702.93
	4,702.93
⌚ Total Liabilities	\$7,143.50
Net Assets	<u>\$262,046.26</u>
<u>Equity</u>	
Administrative Fund	
Owners' Equity	133,553.75
Operating Surplus/(Deficit)	68,761.37
	202,315.12
⌚ Total Equity	\$202,315.12
Net Owners' Fund	<u>\$202,315.12</u>



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.

To:	Klair Jones	Access Strata
From:	Richard Drew +61 411 498 879	Page 1 of 3
	General correspondence	 Inspection Report
	Fee memorandum	Meeting Record
Project:	1A Gardiner Rd CLAYTON	Date: 16 May 2021
Subject:	Ground level slab leakage	



D R Partners
 #3, 218 Upper Heidelberg Rd
 Ivanhoe 3079
 +61 3 9497 3897
richard@drpartners.com.au

The exterior ground floor and basement to the apartment complex at 1A Gardiner St Clayton was inspected 4 May 2021 in the company of Mr. Jeff Beck and Mr. Robert Quick.

The inspection was carried out as part of an overall structural assessment of water penetration issues into the basement, and does not represent an audit of the condition of the basement.

Structural engineering drawings were not available at the time of inspection.

The ground structure is concrete, very likely post-tensioned (prestressed) concrete. There are no evident movement joints and the concrete slab structure is comprehensively restrained by perimeter basement walls and stair/lift shear walls. Structures of this type are susceptible to restraint cracking and rely on effective and flexible membrane systems for waterproofing.

Insulation material fixed to the underside of the floor to the occupiable space above means that cracking is not visible and structural assessment in this area is not possible. Moreover, the presence of such insulation means that infiltrating water can be conveyed laterally some distance from its source before it becomes visible.

There is consistent cracking to the slab, predominantly occurring perpendicular to the length of the basement, and at points of restraint and structural weakness. Where these cracks are below external areas there is consistent penetration of water with cathemites¹ (stalagmites/stalagmites) forming on the ground floor slab soffit and basement slab surface respectively. The process that forms these deposits is evidence of "carbonation"² whereby leachate removes calcium compounds from the concrete, reducing the protective alkaline environment around the steel reinforcing bar.





Whilst there is no immediate structural issue, over time (decades - dependant on the makeup of the concrete mix) persistent water penetration and leaching can lead to corrosion of reinforcement and spalling (concrete cancer). Furthermore, the leachate is caustic and corrosive to cars, and forms a trip/slip hazard where deposited in trafficable areas. Clearly, ventilations services, steel ducts, fixings and other corrodible materials are also adversely affected by excessive water penetration.

¹ This formation happens when calcium ions leach out of degrading concrete and mixes with water to form a calcium leachate solution. When this solution falls on the ground and absorbs carbon-dioxide, calcium carbonate precipitates are formed on the ground.

² Carbon dioxide from air can react with the calcium hydroxide in concrete to form calcium carbonate. This process is called carbonation, which is essentially the reversal of the chemical process of calcination of lime taking place in a cement kiln. Carbonation of concrete is a slow and continuous process progressing from the outer surface inward, but slows down with increasing diffusion depth.

Carbonation has two effects: it increases mechanical strength of concrete, but it also decreases alkalinity, which is essential for corrosion prevention of the reinforcement steel.[1] Below a pH of 10, the steel's thin layer of surface passivation dissolves and corrosion is promoted. For the latter reason, carbonation is an unwanted process in concrete chemistry. [Wikipedia].

Table 1 – site images of cracking, water penetration and formation of cathemites

			
<p>T1.1 Cracking to band beam with formation of cathemites due to water penetration through the cracks.</p>		<p>T1.2 cathemites forming on basement floor under weeping cracks above.</p>	
			
<p>T1.3 Leachate incorporating carbonates and possibly iron compounds from rebar corrosion or nitrates from planting mix. Cracking is likely due to shrinkage restraint effects. Indicates absence of failure of a flexible membrane system to the top surface.</p>		<p>T1.4 Water penetration from suspended ductwork, likely due to insufficient water-proofing detailing for the penetration through the slab. Over time insulation, duct-work and concrete will deteriorate.</p>	

The penetration of the water may be due to an ineffective membrane or absence of the same, poor seals around surface drainage wastes or penetrations to planter boxes; or a combination of the foregoing. Deducing the exact issue typically involves an incremental, sequential process:





1. Test water for flourides and nitrates to determine if the water penetrating cracks is runoff, potable city water and/or from planting beds.
2. Dye testing to drainage points to determine exact source if possible
3. Empty planter to examine membrane and seals and carry out 2. above

Remedial works can involve isolated repairs to leaking elements identified (seams to membranes, sealing gaskets), or complete replacement of membranes and gasket seals to penetrations through concrete structure which may involve removal and replacement of pavers and tiles.

Remedial works can occur comprehensively at one time, or be implemented incrementally as part of a maintenance programme.

It is clear that some penetrations are the source of the leakage, however construction joints are also showing evidence of water penetration (refer to **Table 2**) and there are signs of poor concrete compaction that may present moisture paths. It is possible that the designers relied upon waterproofing admixtures to the concrete (rather than a membrane system) for water-tightness, in which case any joints, penetrations and any voided concrete will form paths of moisture ingress.

Table 2 – site images

	
<p>T2.1 Insulation falling away with water damage</p>	<p>T2.2 Water penetration to construction joint with carbonate leachate</p>
	
<p>T2.3 Carbonate cathemites likely due to poor seals around penetrations to slab. Note poor concrete compaction and drip tray.</p>	<p>T2.4 Car park exhaust grills in terraced planting area. Ductwork under shows signs of significant water penetration. Surface drainage collection points are no larger than shower wastes. Evidence of water ponding against vertical surfaces.</p>

Prognosis

- In the short term ongoing water penetration will continue to result in an increasing level of damage to insulation material, metal services and vehicles, as well as presenting a slip/trip hazard to occupants.
- In the longer term, water penetration through the concrete slabs will result in deterioration of the concrete and eventually reinforcement corrosion and spalling.

Recommendations:

1. Carry out investigation of water-proofing to planters and paved areas. This will involve localised removal (& reinstatement) of plants & planting mix, as well as tiling.
2. Remove damaged slab insulation to inspect concrete surfaces and gasket seals to ductwork.
3. Carry out concrete core-sampling to assess the strength, cement content, presence of water-proof admixtures and state of concrete carbonation.
4. Test water infiltrating through the structure to indicate the source as runoff, irrigation water or leaking pipes.
5. Consult with specialist water-proofing contractors to assess likely cost for various rectification options including: epoxy injection, replacing water-proof seals, localised membrane repair/installation, and/or complete replacement of tanking and seals to external, suspended concrete.

The testing and inspection work outlined above will require the services of a specialist structural testing contractor.

Richard J. Drew

FIEAust CPEng RBP Vic. EC18833

Certificate of Currency

Insured:	OC 711384
Policy Number:	02GS035587
Policy Period:	From: 4PM on 30/10/2023 To: 4PM on 30/10/2024
Particulars Of Insurance:	Residential Strata Insurance as outlined in Chubb Owners Corporation Elite Package Chubb16-275-0521
Location:	1A Gardiner Road, Clayton VIC 3168
Sum Insured:	
Building & Common property	\$73,982,500
Temporary Accommodation and Loss of Rent	\$10,987,500
Catastrophe Extension and Owners Improvements	Not Insured
First Loss Terrorism	Not Insured
General Liability	\$20,000,000
Crime Insurance	\$100,000
Machinery Breakdown	\$100,000
Management Committee Liability	\$1,000,000
Voluntary Workers (in the aggregate any one period)	\$500,000
Voluntary Workers (per volunteer)	\$200,000
Professional Expenses (in the aggregate any one period)	\$30,000
Appeal Expenses (in the aggregate any one period)	\$150,000
Chubb Proportion:	100%
Date:	27 October 2023

All the values on this Certificate of Currency are correct as at 27 October 2023 and may only be subject to change within the Policy Period by written agreement between the Insurer and the Insured.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made.

The insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.

A handwritten signature in dark ink, appearing to read 'Ana De Corrado', with a horizontal line underneath.

Ana De Corrado | **Chubb Insurance Australia Limited**

List of matters in dispute

Dispute reference number:

DBDRV-2023-02-35278

Party A:

Owners Corporation PS711348P OC1&OC2 (Building Owner)

Party B:

LU Simon Builders Pty Ltd (Builder)

Property:

1a Gardiner Rd CLAYTON VIC 3168

Domestic building contract date:

Building permit date:

29/10/2015

Occupancy permit date:

Certificate of final inspection date:

Date of document: 5/07/2023

Section One: Items of defective/incomplete work in dispute

Item no.	Item	Issue	Location	Party A description (edited by DRO)	Party B response
1	Plumbing	Water leaks, stains or damage	Garage	Basement water ingress evidence of efflorescence deposits on both ceilings and floor of basement in various locations	Aware - I am willing to fix it. We are prepared to work in conjunction with the client to investigate the source of the leaks and offer a solution noting that the basement is a "wet" design.
2	Planter Boxes		Outside the building	Planter boxes have not been constructed in accordance with AS4654.2-2012 water membranes for the above ground use does not extend above the ground level of the	Unaware - Need to inspect. We do not agree with the comments and believe that all membranes terminated above the original

				planter and membrane is not protected from abrasive roots & scoria also no breather pipe to elevated hydrstatic pressure	ground levels , the membrane was protected and a riser pipe to surface was installed
3	Corrosive salt		metal water tanks	corrosive salts evident leaching from the basement ceiling potentially impacting reinforcement within the structure, discharge of corrosive salts into metal water tanks	Unaware - Need to inspect. We are prepared to inspect the metal water tanks to ascertain if there is any discharge into the tanks
4	Plumbing	Other	Sanitary Plumbing failure	Historical failure with the sanitary plumbing at the property.	Unaware - Need to inspect. We are unaware of any historical failure of the sanitary plumbing at the property. In the past any minor plumbing issues that were brought to our attention have been promptly dealt with
5	Services Platform Water Membrane		Outside the building	Services plant on the south elevation of building is a platform that has no roof over, instead the floor of the platform has a waterproof membrane installed, parts of the structure have been bolted through the membrane, penetrations should be sealed with elastomeric sealant	Unaware - Need to inspect. We have not been made aware of this issue nor are we aware of any leaks from the platform to the apartments below. We are prepared to seal the base plate with a sealant that is compatible with the membrane.
6	Plumbing	Not installed correctly	Balcony	Balconies do not have an overflow capacity in the event of blocked drains	Unaware - Need to inspect. There is insufficient detail to support that the overflows have been installed incorrectly nor is there any

					supporting comments that the balconies do not have overflow capacity in the event of a blocked drain. We have photos that balcony overflows have been installed.
7	Cracking to band beam		Garage	Cracking to band beam with formation of cathemites due to water penetration through the cracks	Unaware - Need to inspect. We are prepared to investigate the cracking to the band beam once we know the location. The formation of any cathamites would be investigated as per item 1 .
8	Concrete	Water leaks, stains or damage	Garage	Cathemites forming on basement floor under weeping cracks above	Aware - I am willing to fix it. We believe this item is similar to the description of item 1 above and would be dealt with in the same way
9	Concrete	Damaged, cracked or scratched	Garage	Leachate incorp carbonates and possibly iron compounds from rebar corrosion or nitrates from planting mix, cracking is likely due to shrinkage restraint effects, indicates absence of failure of a flexible membrane system to the top surface	Aware - I am willing to fix it. We believe this item is similar to the description of item 1 above and would be dealt with in the same way
10	water penetration from ductwork		Garage	Water penetration from suspended ductwork likely due to insufficient water proofing detailing for the penetration through the slab, over time insulation, ductwork and concrete will deteriorate	Aware - I am willing to fix it. We are prepared to review and rectify the waterproofing of the penetration through the slab to ensure no water ingress

11	insulation in carpark		Garage	Insulation falling away with water damage	Unaware - Need to inspect. We are prepared to investigate and rectify where the insulation has fallen away due to the ingress of water.
12	Foundation	Water leaks, stains or damage	Garage	water penetration to construction joint with carbonate leachate	Aware - I am willing to fix it. We believe this item is similar to the description of item 1 above and would be dealt with in the same way
13	Concrete	Water leaks, stains or damage	Garage	Carbonate cathemites likely due to poor seals around penetration to slab, poor concrete compaction and drip tray	Aware - I am willing to fix it. We believe this item is similar to the description of item 1 above and would be dealt with in the same way
14	carpark exhaust grills		Outside the building	carpark exhaust grills in terraced planting area, ductwork under shows signs of significant water penetration, surface drainage collection points are no larger than shower waste evidence of water ponding against vertical surfaces	Unaware - Need to inspect. We believe this item should be read in conjunction with item 10
15	Concrete	Water leaks, stains or damage	Garage	water penetration will continue to result in an increasing level of damage to insulation material, metal services and vehicles, as well as slip/trip hazard to occupants, water penetration through concrete slabs will result in deterioration of the concrete causing reinforcement corrosion & spalling	Aware - I am willing to fix it. We believe this item is similar to the description of item 1 above and would be dealt with in the same way

16	water entry into garage & carparks		Garage	Cade Build - bin room crack in roof, bike racks, chemical room, CP142, Opp CP102, Carparks 30,26,12,9,6,74,76,78,80,86,90,bike rack Blaney no drain, CP162, Cage 67 leak in ceiling	<p>Aware - I am willing to fix it.</p> <p>We believe this item is similar to the description of item 1 above and would be dealt with in the same way.</p> <p>We have not yet reviewed each location referred to.</p> <p>We need to review whether a drain was documented or is needed in the Blaney Building bike rack area.</p>
17	FIS		Garage	Fire protection associated with construction joint had insufficient amount of fire stopping sealant - non compliant	<p>Unaware - Need to inspect.</p> <p>We are unaware as to the location of this construction joint, but we will ensure that it is fire rated compliant if it is found to have insufficient fire stopping sealant.</p>
18	basement		Garage	Fire protection associated construction joint had insufficient amount of fire stopping sealant - non compliant	<p>Unaware - Need to inspect.</p> <p>We are unaware as to the location of this construction joint, but we will ensure that it is fire rated compliant if it is found to have insufficient fire stopping sealant.</p>
19	FIS		Garage	carpark electrical switchboard room MSSB-1 fire protection at service penetration had PVC service that was missing fire collar - non compliant NCCC3.12-C3.15	<p>Unaware - Need to inspect.</p> <p>Following inspection of the room where the MSSB-1 is located we will install fire collars to the PVC pipes that go through the blockwall</p>

20	carpark #93		Garage	Fire protection at service penetration has been installed with insufficient amount of fire stopping sealant - non compliant NCC C3.12-C3.15	Unaware - Need to inspect. Any penetration that was required to be fire rating was completed prior to practical completion. We need to view this service penetration and ascertain whether fire rating is required and if so whether a fire collar, fire pillows or fire rated caulking is required to ensure compliance
21	FIS - albert ground electrical Fire Installation System		This defect exists in multiple locations	Fire protection at service penetration had PVC service that was missing passive fire system or was smoke sealed only - non compliant NCC 3.12-C3.15 Albert building ground level. Albert building ground NBN. Albert building level 2. Blaney building ground electrical. Blaney building ground to level 2 – NBN. Blaney Building level 3.	Unaware - Need to inspect. Please refer to the additional information provided for item 20. In addition to the comment above we have inspected a number of the service cupboards and believe some of the cabling was not installed as part of our contract works and therefore not our responsibility. Further investigation required.
22	FIS		This defect is in multiple locations	Fire protection at service penetration has been installed with no passive fire stopping non compliant NCC C3.12-C3.15 Albert ground electrical. Albert building ground level – NBN.	Unaware - Need to inspect. Please refer to the additional information provided for item 20 and 21.

23	FIS			<p>Albert building level 3 FIS. Ground floor blaney building NBN</p> <p>Fire protection at service penetration was missing smoke sealing - non compliant</p> <p>Blaney building level 3 NBN. Blaney building level 3 electrical</p>	<p>Unaware - Need to inspect.</p> <p>Please refer to the additional information provided for item 20 and 21.</p>
24	fis		<p>blaney building level 3 electrical</p>	<p>Fire protection at service penetration was missing smoke sealing - non compliant</p>	<p>Unaware - Need to inspect.</p> <p>Please refer to the additional information provided for item 20 and 21.</p>
25	fis		<p>This defect is in multiple locations</p>	<p>fire protection at service penetration had PVC service that was missing passive fire system or was smoke sealed only - non compliant NCC C3.12-C3.15</p> <p>Cade building ground electrical. Cade building ground level NBN. Cade building level 3 FIS opposite apartment 306</p>	<p>Unaware - Need to inspect.</p> <p>Please refer to the additional information provided for item 20 and 21.</p>
26	FIS		<p>cade building ground level NBN</p>	<p>Fire protection at service penetration has been installed with no passive fire stopping - non compliant NCC C3.12-C3.15</p>	<p>Unaware - Need to inspect.</p> <p>Please refer to the additional information provided for item 20 and 21.</p>

27	FIS		carpark 164	fire protection at service penetration has a fire collar and services which are a non-tested system - non compliant NCC C3.12-C3.15	Unaware - Need to inspect. Please refer to the additional information provided for item 20 and 21.
28	FIS		carpark electrical switchboard room MSSB1	fire protection at service penetration had PVC service that was missing fire collar - non compliant NCC C3.12-C3.15	Unaware - Need to inspect. Is this the same item as item no. 19 above ?
29	Plumbing	Water leaks, stains or damage	Outside the building	Water entering into apartment 108 from no caulking to panel joint	Unaware - Need to inspect. We will investigate and rectify the source of any water ingress.
30	access ladders		Fold Down Ladder - Albert Building	roof access is non-compliant the fold down ladder has no guard rails or grab rails at the roof hatch which is a requirement of AS/NZS1657, a GW394C roof hatch guard rail and grab rail be installed	Unaware - Need to inspect. We will inspect with a suitably qualified contractor and advise accordingly whether we agree that a guardrail kit is required.
31	Ladder Bracket		ladder bracket - Blaney Building	Roof access is dangerous, access to the upper roof, the user must sit a portable ladder in a ladder support bracket, base of the portable ladder is only 1.5m from the fall edge An alternate method of roof access should be installed, option could be install a roof hatch and fold down ladder	Unaware - Need to inspect. We would like to investigate this further as we believe the ladder bracket can be accessed safely. Also please refer to the response for the previous item no. 30.

32	fold down ladder		fold down ladder - Cade building	initial roof access is via a fold down ladder and roof hatch, roof is non-compliant,, fold down ladder is installed however there is no guard rail or grab rails at the roof hatch which is a requirement of AS/NZS1657 two anchor points inaccessible and can only be accessed from apartments 308 & 309	Unaware - Need to inspect. Please refer to our response for item no. 30.
33	ladder bracket		ladder bracket - townhouse A	roof could not be accessed, portable ladder support bracket installed property is 2 stories high manufacturer of brackets can only be used up to 4m. WAHA code states ladder brackets should only be used up to 4m with heights greater than 4m risk assessed	Unaware - Need to inspect. Please refer to our response for item no. 30.
34	ladder bracket		ladder bracket - townhouse B	upper roof could not be assessed, lower roof accessible, when ladder sat in bracket 1 foot of ladders sits on flashing, other foot suspended in air over a pan, ladder unstable will cause damage to roof, install portable ladder base on lower roof	Unaware - Need to inspect. Please refer to our response for item no. 30.
35	ladder bracket		ladder bracket - townhouse C	upper roof not accessible, lower roof accessible, when ladder sat in bracket 1 foot of ladder sits on flashing, other foot suspended in air over pan, unstable and damage roof, install portable ladder base to lower roof	Unaware - Need to inspect. Please refer to our response for item no. 30.

36	ladder bracket		ladder bracket - Albert building	1m step onto roof, no ladder for safe access, access upper roof ladder too short, no support ladder base to protect roof and provide secure footing, install following vertical rung ladder from plant area to lower roof, correct length ladder, portable ladder support base	Unaware - Need to inspect. Please refer to our response for item no. 30.
37	ladder bracket		ladder bracket - Cade building	1m step onto roof, no ladder for safe access, access upper roof ladder too short, no support ladder base to protect roof and provide secure footing, install following vertical rung ladder from plant area to lower roof, correct length ladder, portable ladder support base	Unaware - Need to inspect. Please refer to our response for item no. 30.

Section Two: List of outstanding invoices

Item no.	Invoice date	Invoice number	Total amount due	Outstanding amount	Party A comment (edited by DRO)	Party B response

Section Three: List of disputed variation requests

Item no.	Date of variation	Variation description	Party A's reason for disputing the variation	Party B's response

Section Four: List of delayed works

Item No.	Type of building work	What stage is the work at?	Contract start date	What is the total amount to rectify or complete the work?	Party A's description of what the amount is based on	Party B's response

Section Five: Miscellaneous issues



INSPECTION REPORT

Property:	1A Gardiner Road Clayton
Party the report is for:	Access Strata Management Pty Ltd
Inspection Dates:	15 December 2020 25 February 2021
Date of Report:	28 February 2021

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REPORT DETAILS

Property:	1A Gardiner Road Clayton
Party the report is for:	Access Strata Management Pty Ltd
Inspection date:	15 December 2020 and 25 February 2021
Report date:	28 February 2021
Report prepared by:	Jeff Beck – Building Consultant

INSTRUCTIONS

I have been instructed by Access Strata Management to inspect the common property of the building and provide a defect report.

PROPERTY

The building features a large class 7a basement carpark with three levels of Class 2 apartments.

Each apartment has a terrace/balcony. The roof over the buildings is pitched metal.

There is open area common property featuring concrete paths and planter boxes.

DOCUMENTS

I have been provided with copies of various plans of the building and some correspondence from the owner's corporation managers file.

OBSERVATIONS/OPINIONS

1. Basement water ingress

Issue

The planter boxes and footpaths located on the ground level of the building are leaking into the Class 7a building (carpark basement).

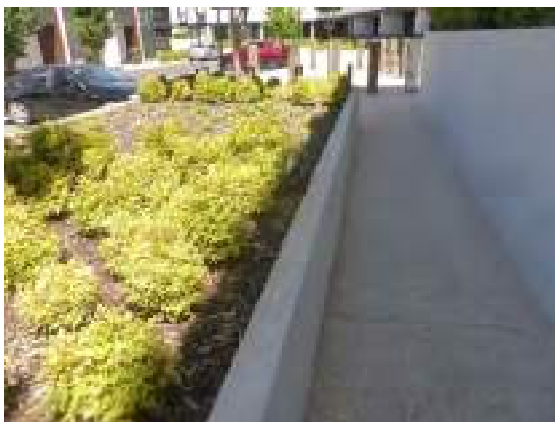
Observations

There is evidence of efflorescence deposits on both the ceiling and floor of the basement carpark in various locations.

There are stainless-steel drip trays installed on the ceiling of the basement, presumably constructed by the builder. The drip trays are installed to capture salt laden moisture dripping from the basement ceiling that would otherwise damage personal property.

Measurements taken of the location of the stainless-steel drip trays and efflorescence deposits both on the floor and ceiling of the basement, by this office, revealed the source of the moisture is from the planter boxes and footpaths constructed over the basement carpark.

A Bosch digital distance measure was used to record the location of efflorescence deposits and stainless steel tray locations in the basement. These reference points were recorded on a copy of the basement plan and transferred to the ground floor plan which provided evidence that locations of water ingress is emanating from planter boxes and footpaths over the basement.



Photograph 1. General view of the footpaths and planter boxes constructed over the Class 7a basement.



Photograph 2. Further view looking East.

Waterproof sealant applied to the junction between the external base of the planter boxes and the footpaths has split allowing moisture into the building below.

The membrane within the planter boxes has not been constructed in accordance with AS4654.2 – 2012. This is causing efflorescence to form on the basement ceiling and floor of the basement.

I removed soil from a planter box and found the waterproof membrane did not extend 100mm above the ground level in the planter and there is no upstand breather riser to reduce hydrostatic pressure.

There was no evidence of a sheet membrane installed to protect the liquid membrane from the abrasiveness of the root system of the plants and scoria within the planter.

This is depicted in the following photographs:



Photograph 3. Waterproof membrane not protected with a sheet membrane and did not extend 100mm above the ground level – which includes mulch.



Photograph 4. No Evidence of a breather pipe extending up and clear of the ground level in the planter to assist in reducing hydrostatic pressure.

The basement carpark has been constructed directly below the planter boxes and footpath along the South elevation of the building.

White staining of the concrete ceiling and floor within the basement was identified in the basement. Stainless drip trays have been installed in other locations where the white substance is evident, this is to capture the salt laden moisture so as to not damage property and the building. The white substance and stainless-steel drip trays are located along the Southern elevation of the basement.

The emergence of a white substance from concrete products such as the concrete slab forming the ceiling of the basement is known as efflorescence which is caused when soluble salts and other water dispersible materials come to the surface when moist conditions prevail.

This is depicted in the following photographs:



Photograph 5. Efflorescence stalactites formed on the basement ceiling indicating prolonged exposure to moisture.



Photograph 6. Further view.



Photograph 7. Efflorescence extending across the ceiling and down concrete beams in the basement.



Photograph 8. Efflorescence deposits on the basement floor.



Photograph 9. Ceiling.



Photograph 10. Basement floor.



Photograph 11. Stainless steel tray which discharges via a PVC drain across the ceiling.



Photograph 12. An into a metal water tank.



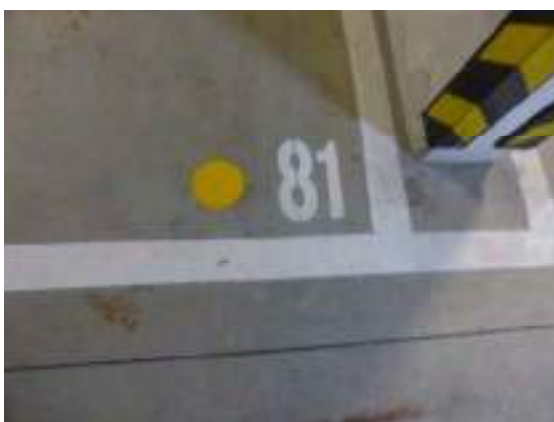
Photograph 13. There has been extensive use of stainless-steel trays at the building.



Photograph 14. Further view.



Photograph 15. Bosch electronic distance measure used to record the moisture damage and determine the source of the leak via the design plans.



Photograph 16. References to carpark and storage cages also used to record the damage relative to the basement.

Opinion

Evidence of efflorescence deposits formed on the ceiling and floor of the basement carpark (in numerous locations) provides evidence of water ingress through the concrete slab forming the basement carpark. Source of the water ingress was found to be in planter boxes and the planter box wall junction with footpaths.

The planter boxes have not been constructed in accordance with AS4654.2 – 2012 – Waterproof membranes for above ground use in that the membrane does not extend above the ground level of the planter and the membrane is not protected from abrasive roots and scoria. There is also no breather pipe to elevate hydrostatic pressure.

Clauses from the deemed-to-satisfy Australian Standard are provided below and over the page:

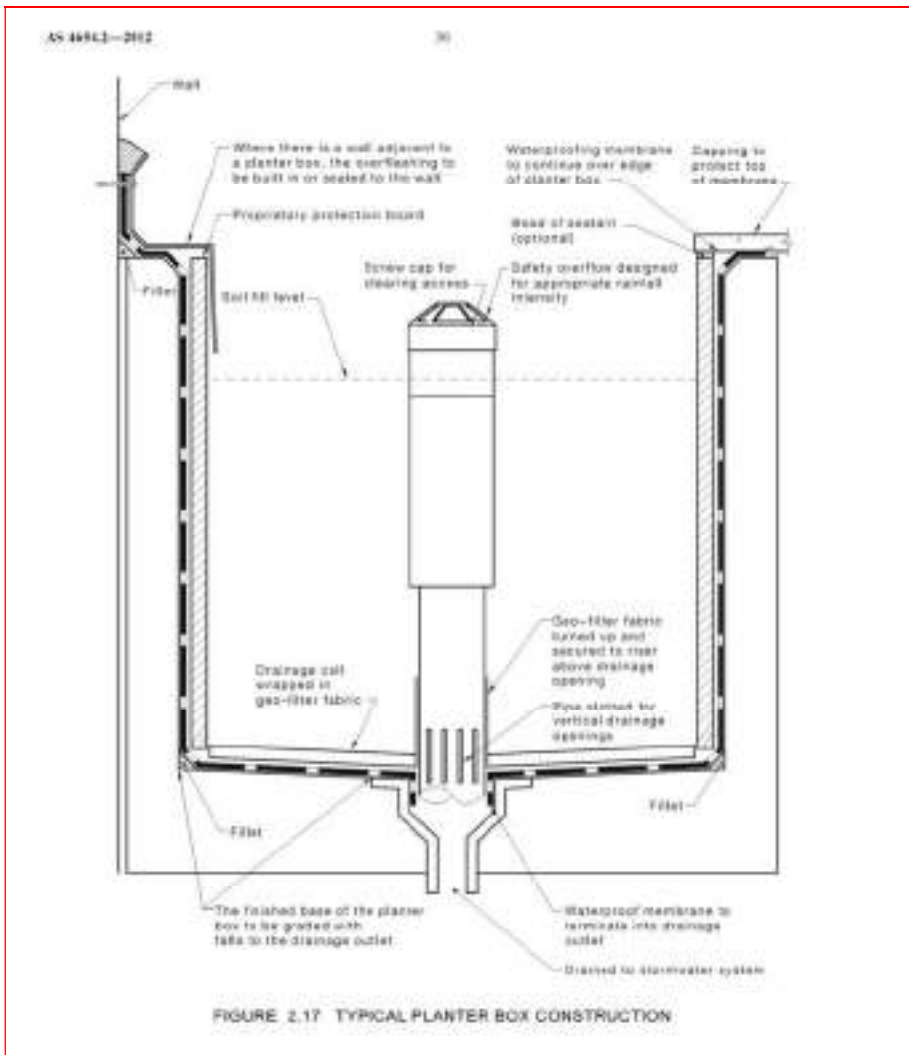
2.13 PLANTER BOXES

The membrane shall be sealed to the drainage outlet. It shall extend vertically to a height of 100 mm above the soil or fill level.

Falls in the base of the planter shall be in accordance with Clause 2.5.2.

NOTES:

- 1 The planter box should be provided with a suitable overflow.
- 2 Protection boards should be provided to minimize root damage to the waterproofing membrane. The suitability of the plants to be installed should be considered, as certain rooting systems are aggressive and may penetrate the membrane.
- 3 Mulch should be considered when determining the soil fill level.
- 4 Externally exposed walls of planter boxes should be waterproofed to prevent failure of the internal planter box membrane.
- 5 A typical example of waterproofing inside a planter box is shown in Figure 2.17.



In my opinion the planter boxes will require removal of the plants and soil to enable proper rectification of the membrane. Further, wall/floor junctions between footpaths and planter boxes are required to have failed sealant removed and reinstated.

I also recommend a structural engineer attend the building to assess the impact of the corrosive salts evident leaching from the basement ceiling and what long term impact that may have on the reinforcement within the structure.

Further, the engineer is to assess the discharge of corrosive salts from stainless-steel trays into metal water tanks.

The assessment of the structure of the building is beyond the scope of this report.

Water ingress into the building is contrary to the Objective and Functional Statements of the Building Code of Australia, stated over the page:

PART F1

DAMP AND WEATHERPROOFING

OBJECTIVE

FO1

The *Objective* of this Part is to—

- (a) safeguard occupants from illness or injury and protect the building from damage caused by—
 - (i) *surface water*; and
 - (ii) external moisture entering a building; and
 - (iii) the accumulation of internal moisture in a building; and
- (b) protect *other property* from damage caused by redirected *surface water*.

FUNCTIONAL STATEMENTS

FF1.1

A building including any associated *sitework* is to be constructed in a way that protects people and *other property* from the adverse effects of redirected *surface water*.

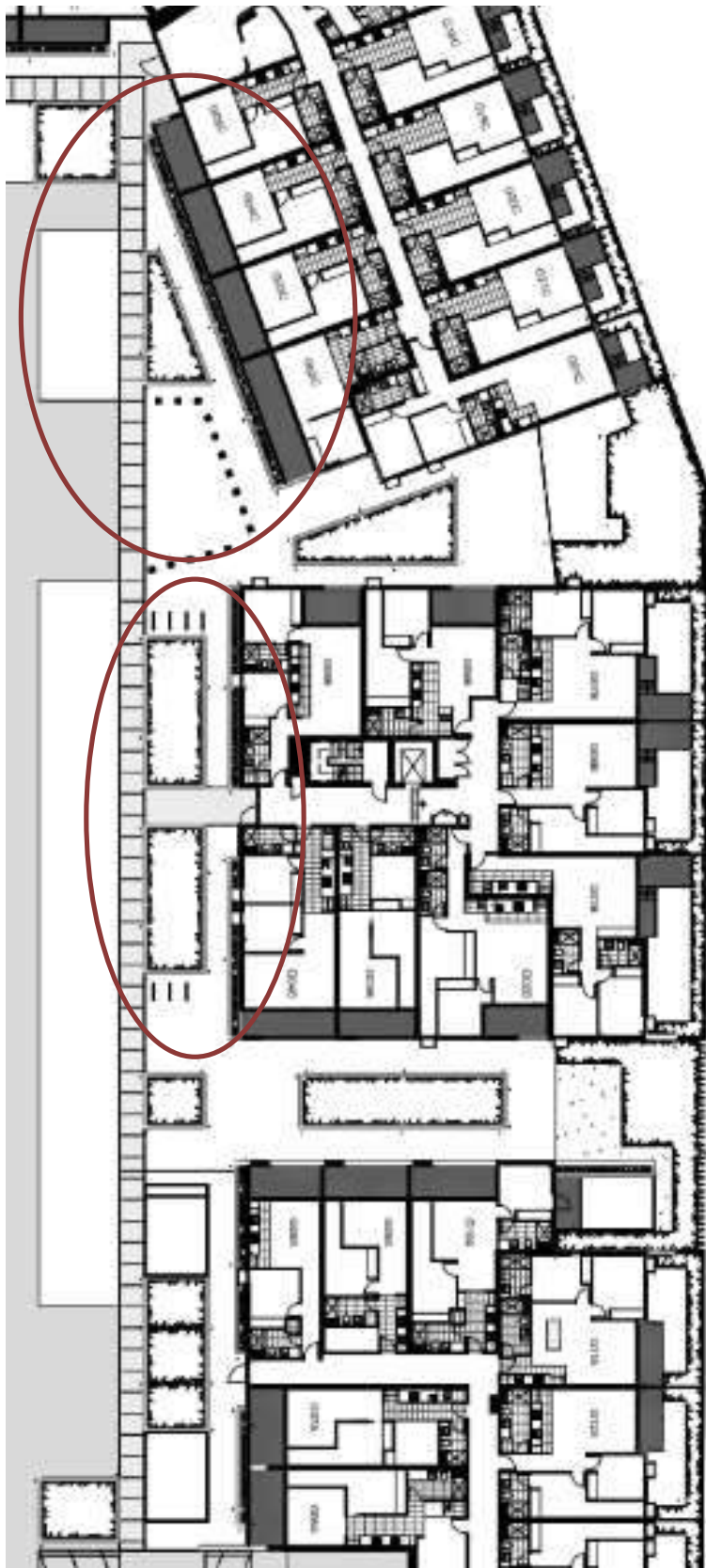
FF1.2

A building is to be constructed to provide resistance to moisture penetrating from the out including rising from the ground.

FF1.3

A building is to be constructed to avoid the likelihood of—

- (a) the creation of unhealthy or dangerous conditions; and
- (b) damage to building elements,
caused by dampness or water overflow from bathrooms, laundries and the like.



2. Sanitary plumbing

Issue

There has been a documented history of failure with the sanitary plumbing at the building.

Observations and Opinions

On-going issues are being attended to by qualified plumbers.

If the sanitary plumbing continues to fail, I recommend either Mr Robert Quick or Mr Peter Wenning attend and investigate the issue. Either of these gentlemen can document their findings into a Court or Tribunal formatted report.

3. Fire separation

Issue

No issues were found with the fire separation within common property.

Observations and Opinions

There were no obvious issues identified with the fire separation of the common property walls and ceilings in inspected locations.

Exit signs, fire extinguishers and emergency signage at the building was inspected and no issues were identified.

The Fire Safety Victoria emergency board (MFB) had no error messages displayed.

If the owners corporation has any specific issue with fire separation at the building, I recommend a fire safety engineer attend the building.

4. Structural

Issue

No significant cracking of the structure at the buildings was observed.

Observations and Opinions

The efflorescence and water ingress through the concrete slab forming the basement ceiling has been documented and recommendations made at Item 1 of this report.

During any proposed inspection of the building a check of cracking to the concrete structures at the building should be completed for completeness.

5. Services platform waterproof membrane

Issue

Structure has been bolted through the membrane.

Observations and Opinions

The services plant on the South elevation of the building is a platform that has no roof over, instead the floor of the platform has a waterproof membrane installed. Parts of the structure have been bolted through the membrane. The penetrations should be sealed with an elastomeric sealant.



Photograph 17. General view of the services platform.



Photograph 18. Bolts through the membrane should be sealed to prevent water ingress.

The membrane requires regular maintenance.

6. General

Issue

Inspection of the common property revealed no significant defective works.

Observations and Opinions

Generally, the common property at the buildings was found to in reasonable condition noting the buildings have been occupied for some time.

No defects were noted, regular maintenance via a maintenance schedule to be completed on a regular basis at the building.

At the time of my inspection, I noted the balconies (which do not form common property) do not have an overflow capacity in the event the drain blocks.

CONCLUSION

Recommendations:

- Structural engineer to attend and provide an opinion in relation to the concrete structures that have prolonged exposure to moisture causing efflorescence to form and drip from the basement ceiling.
- Engineer to comment on the discharge of efflorescence into metal water tanks.



Building Report prepared by Jeff Beck *MASBC MAIBS*
Registered Building Practitioner
Principal
JWB and Associates P/L

Building Inspection Report Disclaimer:

1. This building has been inspected on the date and in the prevailing weather and environmental conditions specified in this report. The report describes the condition of those elements of the property described in the client brief and lists faults then visible.
2. The report does not include:
 - (a) Faults in inaccessible areas of the building.
 - (b) Faults not apparent on visual inspection.
 - (c) Faults only apparent in different weather or environmental conditions.
 - (d) Faults resulting from different uses of the building.
 - (e) Minor faults (i.e. hairline plaster cracks, jamming doors, windows and catches, etc.).
 - (f) Faults outside the scope of the client brief.
3. Unless otherwise specified:
 - (a) No soil has been excavated.
 - (b) No plants or trees have been removed.
 - (c) No fixtures, fittings, cladding or lining materials have been removed.
 - (d) No items of furniture or chattels have been moved.
 - (e) No enquiries of Councils or other Authorities or persons have been made for the purposes of inspecting the building and providing this report.
4. This report is provided solely for the use of the clients named on the face of this report and no responsibility to other persons is accepted.
5. This report does not include any special investigation of insect attack (e.g. borer, termite etc.) or soil contamination. Any reference to this has been based on a casual visual inspection. JWB & Associates P/L recommends that you engage a licensed pest inspector to carry out an inspection and provide a report on potential pest infestation.
6. Any Scope of Works is to be viewed as a guide and contractors should not rely on the information provided, contractors are to ensure they make all enquiries in relation to the works being proposed.
7. Cost estimates are to be viewed as estimates only and should not be regarded as a quotation.

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

SECTION 27 STATEMENT

VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

VENDOR: JULIUS KURNIADI JONG and DEVIN KURNIADI

PROPERTY: Unit 217 6 Clarkson Court CLAYTON VIC 3168

1. The Property is subject to Mortgage(s), particulars of which are as follows:

(a) Mortgagee(s):.....AUSTRALIA AND NEW ZEALAND BANKING GROUP LTD

of:..

(b) Amount secured \$.....
Instalments \$..... per.....

Amount required to discharge the Mortgage \$.....
(THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY
STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

(c) Rate of interest payable% p.a.
Default rate% p.a.

(d) Due date of repayment of Mortgage(s):/...../2
(UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF ITS CONDITIONS.)

(e) The Mortgage does *does not provide for further advances *as follows:

.....

(f) The Vendor is not in default under the Mortgage.

(g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the
Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT/...../200

SIGNATURE OF VENDOR(S)

ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT/...../200

SIGNATURE OF PURCHASER(S)

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

- A. The particulars provided by the Vendors in this Statement are accurate.
- B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
- C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to
Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE/...../20

SIGNATURE OF PURCHASER(S)