

# Contract of Sale of Land

Property:

**Apartment 38, 352 Canterbury Road, St Kilda VIC  
3182**

**Link West Conveyancing**  
45/JUPITER DRIVE  
TRUGANINA VIC 3029  
Tel: 0490 118 948  
Ref: JL:041802

# Contract of Sale of Land

## IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

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

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

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

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

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

## Approval

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

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

# Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

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

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

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

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

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

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

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

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

**Print names(s) of person(s) signing:** John Romanos .....

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

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

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## Particulars of Sale

### Vendor's estate agent

Name: XYNERGY--Lisa Suryawan  
Address:  
Email: lisa.s@xynergy.com.au  
Tel: 0450 540 168 Mob: Fax: Ref:

### Vendor

Name: John Romanos  
Address: Apartment 38, 352 Canterbury Road, St Kilda VIC 3182  
ABN/ACN:  
Email:

### Vendor's legal practitioner or conveyancer

Name: Link West Conveyancing  
Address: 45/JUPITER DRIVE, Truganina VIC 3029  
Email: jeff@linkwestconveyancing.com.au  
Tel: 0490 118 948 Mob: Fax: Ref: 041802

### Purchaser's estate agent

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

### Purchaser

Name:  
Address:  
ABN/ACN:  
Email:

### Purchaser's legal practitioner or conveyancer

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

### Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 10642 Folio 718	38b	PS 432208Q

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

**Property address**

The address of the land is: Apartment 38, 352 Canterbury Road, St Kilda VIC 3182

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

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

**Deposit bond**

☐ General condition 15 applies only if the box is checked

**Bank guarantee**

☐ General condition 16 applies only if the box is checked

**GST** (general condition 19)

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

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

**Settlement** (general conditions 17 & 26.2)**is due on**

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

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

**Lease** (general condition 5.1)

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

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

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

OR

☒ a residential tenancy for a fixed term ending on 26/06/2024

OR

☐ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

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

Lender: .....

Loan amount: no more than .....

Approval  
date: .....

**Building report**

☐ General condition 21 applies only if the box is checked

**Pest report**

☐ General condition 22 applies only if the box is checked

# Special Conditions

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

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

## **Special condition 1 – Payment**

General condition 14 is replaced with the following:

### **14. Deposit**

14.1 The purchaser must pay the deposit:

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

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

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

14.3 The purchaser must pay all money other than the deposit:

- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
- (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

14.4 Payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt. However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

14.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the Banking Act 1959 (Cth) is in force.

## **Special condition 2 – Acceptance of title**

Where the purchaser is deemed by section 27(7) of the Sale of Land Act 1962 to have given the deposit

release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

### **Special condition 3 – Tax invoice**

General condition 19 is replaced with the following:

19.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:

- (a) the price includes GST; or
- (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is “plus GST” or under general condition 19.1(a), (b) or (c)),

the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

### **Special condition 4 – Adjustments**

Adjustment must be prepared on behalf of the Purchasers and provided to the Vendors representative not less than 3 days prior to the due date of settlement and any failure to do so, will cause the Purchasers to pay administration fee to the Vendors representative of \$150 PLUS GST for the delay in receiving the Statement of Adjustments.

### **Special condition 5 – Service**

General condition 27 is replaced with the following:

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 document being a cooling off notice under section 31 of the Sale of Land Act 1962 or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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 The expression ‘document’ includes ‘demand’ and ‘notice’, and ‘Service’ includes ‘give’ in this contract.

### **Special condition 6 – Electronic conveyancing**

6.1 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. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.

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

6.3 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.

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

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

6.6 Settlement occurs when the workspace records that:

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

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

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

6.8 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.

6.9 The vendor must before settlement:

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

### **Special condition 7 – Condition of the Property**

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

7.2 The property and any chattels are sold:

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

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

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

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

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

#### **Special condition 8 – Deposit**

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

#### **Special condition 9 – Forms of Payment**

Deposit Bonds or Bank Guarantees are NOT acceptable as forms of payment in this contract.

#### **Special condition 10 – Default not remedy**

General conditions 35.4 of the contract of sale is added:

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

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

**Special condition 11 – Defects Liability – This special condition does not apply for any existing dwellings.**

The vendor warrants that any defects in materials or workmanship in the construction of the Property, of which the Purchaser has given the Vendor written notice within 90 days from the date of settlement will be notified to the builder and the builder will be required to repair in a proper and workman like manner at the vendor's or builders expense as soon as practical, but within 14 days of notification.

**Special Condition 12 - Rescheduled Settlement**

Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or requests an extension or variation to the Due Date, the Purchaser must pay the Vendor' representative \$150 PLUS GST at the settlement for each request.

**Special Condition 13 - SWIMMING POOL AND/OR SPA**

In the event there is a swimming pool and/or spa situated on the property the Vendor discloses that the swimming pool and/or spa including the barrier and fencing may not comply with current regulations and or legislation. The Vendor will not be responsible for arranging or ensuring compliance of the spa/pool or installation of the barrier (if applicable) and will not be required to provide the compliance certificate prior to settlement. The Purchaser accepts the spa/pool in its present state and repair.

**Special condition 14- OWNER CORPORATION:**

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



# 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 lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
  - (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
  - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes (“keys”) to the estate agent named in the contract,
  - (b) direct the estate agent to give the keys to the purchaser or the purchaser’s nominee on notification of settlement by the vendor, the vendor’s subscriber or the electronic lodgment network operator;



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

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

## **19. GST**

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

## **20. LOAN**

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
  - (a) immediately applied for the loan; and

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

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

## **21. BUILDING REPORT**

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

21.2 The purchaser may end this contract within 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 <b>Sole Director / Directors of</b>			<b>ACN</b>

(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

# **SCHEDULE 1**

Regulations 5, 6 and 7

## **GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND**

1. The auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which the bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

# Vendor Statement

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

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

The vendor may sign by electronic signature.

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

Land	APARTMENT 38, 352 CANTERBURY ROAD, ST KILDA VIC 3182
------	--

Vendor's name	John Romanos	Date
		/ /
Vendor's signature		
	<hr/>	

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

## 1. FINANCIAL MATTERS

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

The total amount of outgoings does not exceed \$5000.00 plus Owner Corporation fee/Land tax if applicable.

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

Not Applicable

### 1.3 Terms Contract

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

Not Applicable

### 1.4 Sale Subject to Mortgage

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

Not Applicable

## 2. INSURANCE

### 2.1 Damage and Destruction

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

Not Applicable

### 2.2 Owner Builder

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

Not Applicable

## 3. LAND USE

### 3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s.

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

To the best of the Vendor's knowledge, there is no existing failure to comply with the terms of any easements, covenants or other similar restriction. 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 easement and which are not registered or required to be registered against certificate of title.

### 3.2 Road Access

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

☐

### 3.3 Designated Bushfire Prone Area

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

☐

### 3.4 Planning Scheme:

See attached planning Property report

## 4. NOTICES

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

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

Not Applicable

### 4.2 Agricultural Chemicals

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

NIL

### 4.3 Compulsory Acquisition

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

NIL

## 5. BUILDING PERMITS

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

No such Building Permit has been granted to the vendor's knowledge

## 6. OWNERS CORPORATION

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

See attached

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

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

Not applicable

## 8. SERVICES

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

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

## 9. TITLE

Attached are copies of the following documents:

### 9.1 ☒ (a) Registered Title

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

Not Applicable

## 10.2 Staged Subdivision

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

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

NIL

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

NIL

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

NIL

## 10.3 Further Plan of Subdivision

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

Not Applicable

## 11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

Not Applicable

## 12. DUE DILIGENCE CHECKLIST

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

Is attached

## 13. ATTACHMENTS

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

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

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

---

# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)



## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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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 10642 FOLIO 718

Security no : 124114580305T

Produced 01/05/2024 08:26 AM

LAND DESCRIPTION

Lot 38B on Plan of Subdivision 432208Q.  
PARENT TITLE Volume 10372 Folio 798  
Created by instrument PS432208Q 19/04/2002

REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
JOHN ROMANOS of 79 BANK STREET PORT FAIRY VIC 3284  
AM504166E 28/01/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM504167C 28/01/2016  
COMMONWEALTH BANK OF AUSTRALIA

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 PS432208Q 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 38B 352 CANTERBURY ROAD ST KILDA VIC 3182

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS432208Q  
OWNERS CORPORATION 2 PLAN NO. PS432208Q

DOCUMENT END

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# PLAN OF SUBDIVISION

Stage No.

LTO use only

Plan Number

EDITION 7

PS432208Q

## Location of Land

Parish: MELBOURNE SOUTH (AT ST KILDA)

Township: \_\_\_\_\_

Section: 10<sup>X</sup>Crown Allotment: 2<sup>K</sup>

Crown Portion: \_\_\_\_\_

LTO base record: SDMB-C (METRO)

Title References:

Vol 10372 Fol 798

Last Plan Reference: \_\_\_\_\_

Postal Address: 60 FITZROY STREET  
ST KILDA

AMG Co-ordinates: N 5 807 730

(Of approx. centre of plan) E 321 920 Zone 55

## Vesting of Roads or Reserves

Identifier

Council/Body/Person

Nil

Nil

## Council Certification and Endorsement

Council Name: PORT PHILLIP CITY COUNCIL Ref:

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

~~2. This plan is certified under section 11(7) of the Subdivision Act 1988.~~~~Date of original certification under section 6 / /~~

3. This is a statement of compliance issued under section 2 of the Subdivision Act 1988.

Open Space

(i) A requirement for public open space under section 18 Subdivision Act 1988 has / ~~has not~~ been made.

(ii) The requirement has been satisfied

(iii) ~~The requirement is to be satisfied in Stage~~

Council Delegate

~~Council seal~~

Date 19/3/2002

~~Re-certified under section 11(7) of the Subdivision Act 1988~~~~Council delegate~~~~Council seal~~~~Date / /~~

## Notations

Depth Limitation: LIMITED TO 15 METRES BELOW THE SURFACE

## Other Notations

- BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS :  
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:  
MEDIAN:  
EXTERNAL FACE: BOUNDARIES SHOWN E  
INTERIOR FACE: ALL OTHER BOUNDARIES OF LOTS, COMMON PROPERTY No.2 & No.3 (WALLS, FLOORS & CEILINGS) EXCEPT WHERE OTHERWISE SHOWN.
- LOTS 4, 13, 69 HAVE BEEN OMITTED FROM THIS PLAN  
LOTS 1 TO 3, 5 TO 12, 14 TO 26, 26A, 27, 27A, 28 TO 38, 38A, 38B, 38C, 39 TO 49, 49A & 50 TO 68 CONTAIN 2 PARTS
- ALL INTERNAL HORIZONTAL & VERTICAL SERVICE DUCTS AND PIPE SHAFTS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1 UNLESS OTHERWISE SHOWN.  
THE POSITION OF THESE DUCTS AND SHAFTS HAVE NOT BEEN NECESSARILY SHOWN ON THE DIAGRAMS AND CROSS-SECTIONS CONTAINED WITHIN.
- ABBREVIATIONS USED IN THIS PLAN : CM - COMMON PROPERTY : PT - PART
- COMMON PROPERTY NO.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND COMMON PROPERTY NO.2 & NO.3

## Staging

This is/is-not a staged subdivision  
Planning Permit No. 240/2000

## SURVEY : THIS PLAN IS BASED ON SURVEY

THE UPPER BOUNDARY OF LOTS 302 TO 309 IS DEFINED BY THE CEILING OR A PLANE IN WHICH THE CEILING LIES. THE LOWER BOUNDARY OF LOTS 302 TO 309 IS DEFINED BY THE TOPSIDE OF THE FLOOR WITHIN THE BUILDING.  
LOT 301 IS UNLIMITED AS TO HEIGHT AND DEPTH.

**LOTS IN THIS PLAN MAYBE AFFECTED BY ONE OR MORE CORPORATIONS  
FOR CURRENT OWNERS CORPORATION DETAILS  
SEE OWNERS CORPORATION SEARCH REPORT**

## Easement Information

### Legend:

A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	SEWERAGE & WATER	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN
E-2	SEWERAGE & WATER ELECTRICITY GAS & DATA TRANSMISSION	SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN (S.88 ELECT. INDUSTRY ACT 2000) THIS PLAN	LOTS ON THIS PLAN CITIPOWER PTY LOTS ON THIS PLAN
E-3*	SEWERAGE & WATER ELECTRICITY GAS & DATA TRANSMISSION	SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN (S.88 ELECT. INDUSTRY ACT 2000) THIS PLAN	LOTS ON THIS PLAN CITIPOWER PTY LOTS ON THIS PLAN
E-4	GAS	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN
E-5*	DATA TRANSMISSION SEWERAGE & WATER ELECTRICITY	SEE DIAG SEE DIAG SEE DIAG	THIS PLAN THIS PLAN THIS PLAN (S.88 ELECT. INDUSTRY ACT 2000)	LOTS ON THIS PLAN LOTS ON THIS PLAN CITIPOWER PTY
E-6	ELECTRICITY	SEE DIAG	THIS PLAN (S.88 ELECT. INDUSTRY ACT 2000)	CITIPOWER PTY
E-7*	PASSAGEWAY	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN

\* EASEMENT LIMITED IN HEIGHT AND/OR DEPTH - SEE CROSS SECTIONS E-E' AND R-R'

LTO use only

Statement of Compliance  
/ Exemption Statement

Received



Date 20/3/2002

THIS IS A LAND  
REGISTRY COMPILED  
PLAN.  
CHECKED: 11/10/2002  
ROBERT McBAIN

SHEET 1 OF 32 SHEETS

**Hellier McFarland**

Land Surveyors\*Property Consultants\*Town Planners  
342 Hawthorn Road Caulfield South Vic 3162  
Telephone: 03 9532 9951 Facsimile: 03 9532 9941  
Internet: www.hmf.com.au Email: hmf@hmf.com.au

CAD REF: PC44.DAT\4200\4279A.IL G02

LICENSED SURVEYOR STUART ANDREW MCFARLAND

SIGNATURE

DATE / /

REF 4279A/1

VERSION L

DATE / /  
COUNCIL DELEGATE SIGNATURE

Original sheet size A3

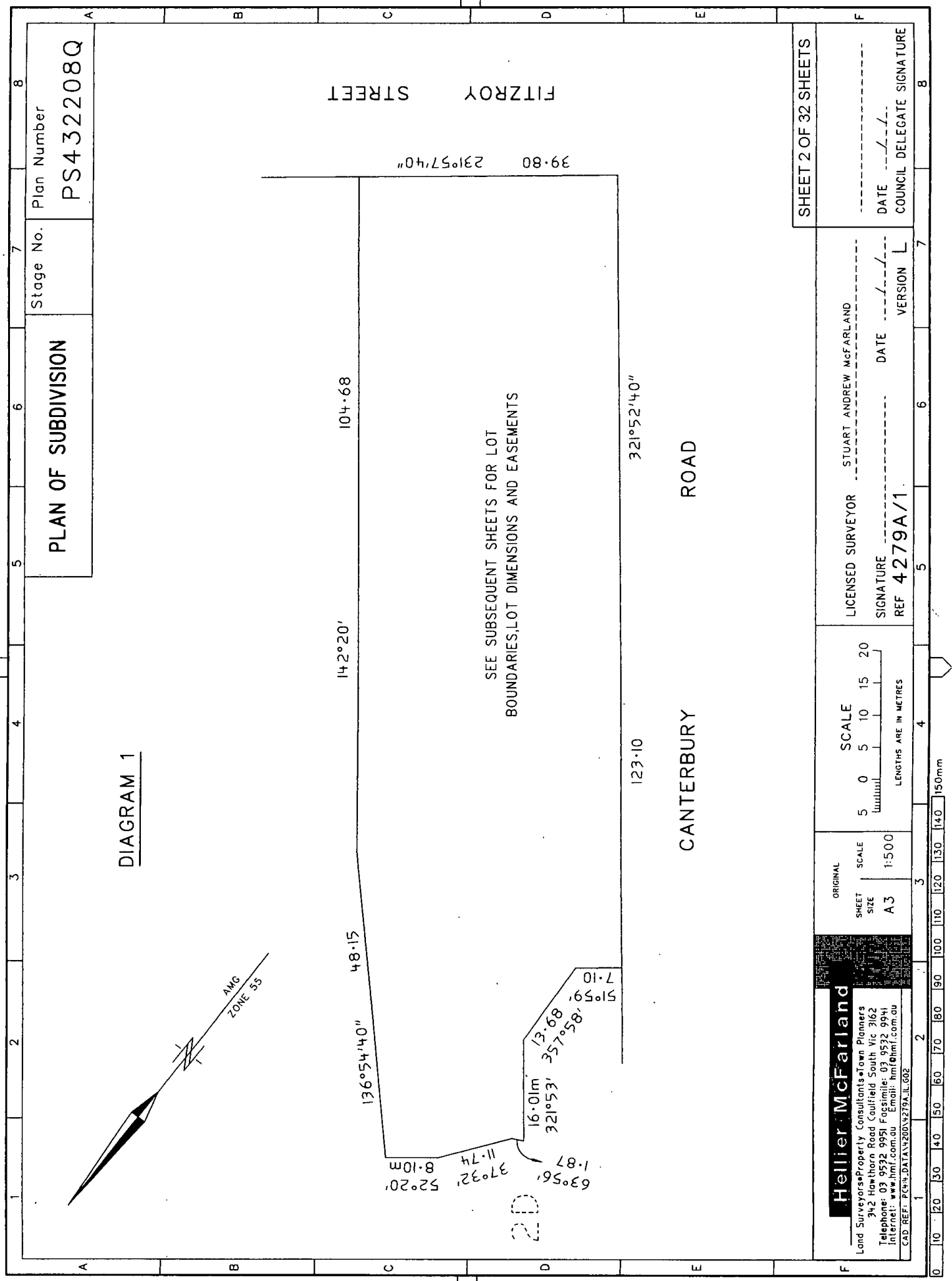


DIAGRAM 1

PLAN OF SUBDIVISION

Stage No.

Plan Number  
PS432208Q

SHEET 2 OF 32 SHEETS

LICENSED SURVEYOR STUART ANDREW McFARLAND

SIGNATURE DATE VERSION L

REF 4279A/1

COUNCIL DELEGATE SIGNATURE

HELLIER McFarland

Land Surveyors & Property Consultants & Town Planners  
342 Hawthorn Road (Caulfield South Vic 3162)  
Telephone: 03 9532 9951 Facsimile: 03 9532 9941  
Internet: www.hmf.com.au Email: hmf@hmf.com.au

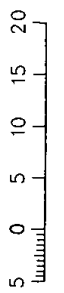
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ORIGINAL

SHEET SIZE A3

SCALE 1:500

SCALE



LENGTHS ARE IN METRES

DIAGRAM 2

**BASEMENT LEVEL 2 (PART)**

(LOWEST BASEMENT LEVEL)

**PLAN OF SUBDIVISION**

Stage No.

Plan Number

PS432208Q

SHEET 3 OF 32 SHEETS

**Hellier McFarland**

Land Surveyors/Property Consultants/Town Planners  
342 Hawthorn Road Caulfield South Vic 3162  
Telephone: 03 9532 9951 Facsimile: 03 9532 9941  
Internet: [www.hmf.com.au](http://www.hmf.com.au) Email: [hmf@hmf.com.au](mailto:hmf@hmf.com.au)  
CAD REF: PC44-DATA12004279A-LL001

ORIGINAL

SHEET SIZE

A3

SCALE

2.5 0 2.5 5 7.5 10

LENGTHS ARE IN METRES

LICENSED SURVEYOR

STUART ANDREW MCFARLAND

SIGNATURE

REF 4279A/1

DATE

VERSION L

DATE

COUNCIL DELEGATE SIGNATURE

CANTERBURY

ROAD

BOUNDARY

SITE

SITE

COMMON  
PROPERTY  
No.1

COMMON  
PROPERTY  
No.2

COMMON  
PROPERTY  
No.1

COMMON

PROPERTY

No.1

COMMON

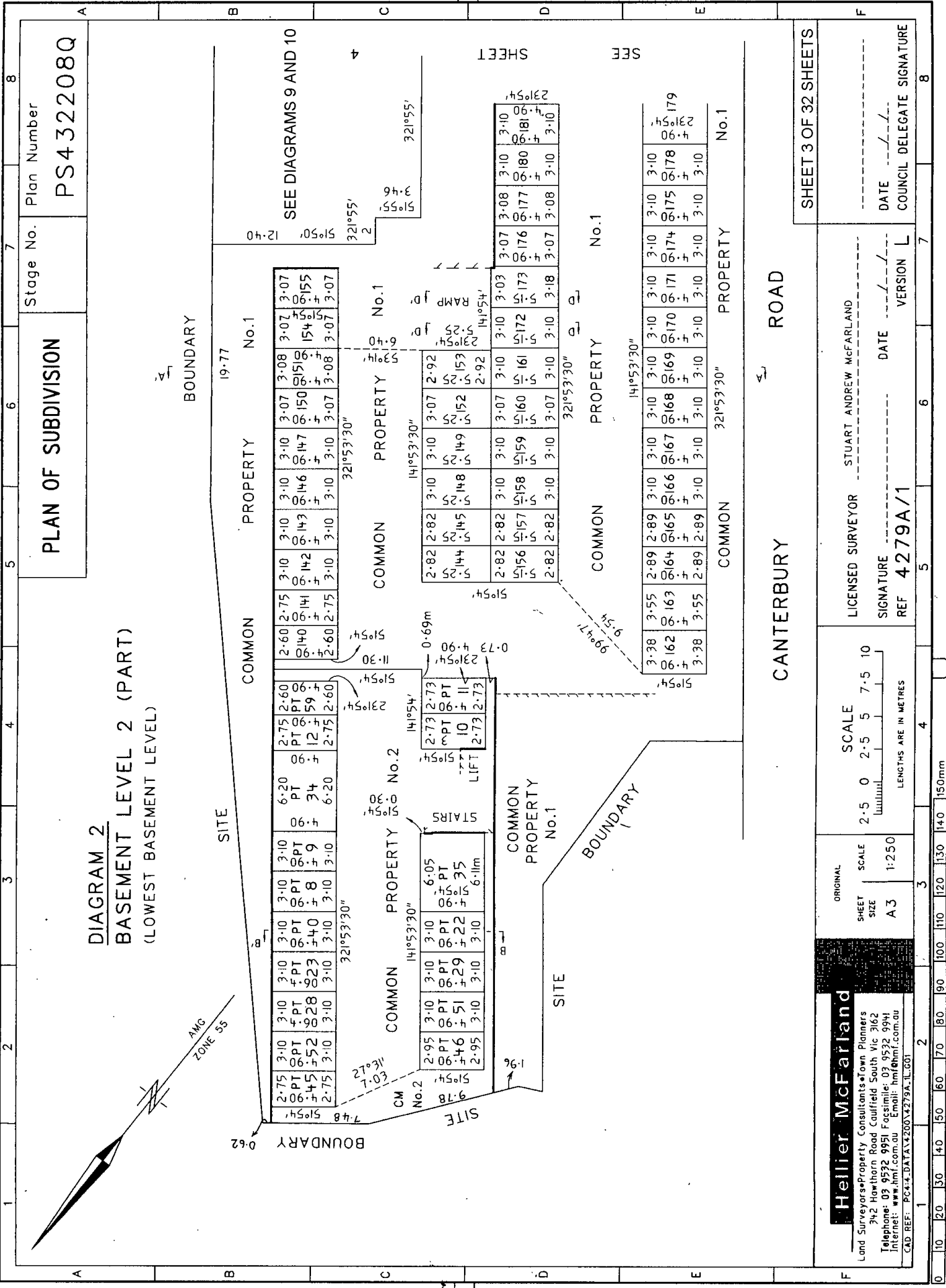
PROPERTY

No.1

SEE DIAGRAMS 9 AND 10

SHEET

SEE

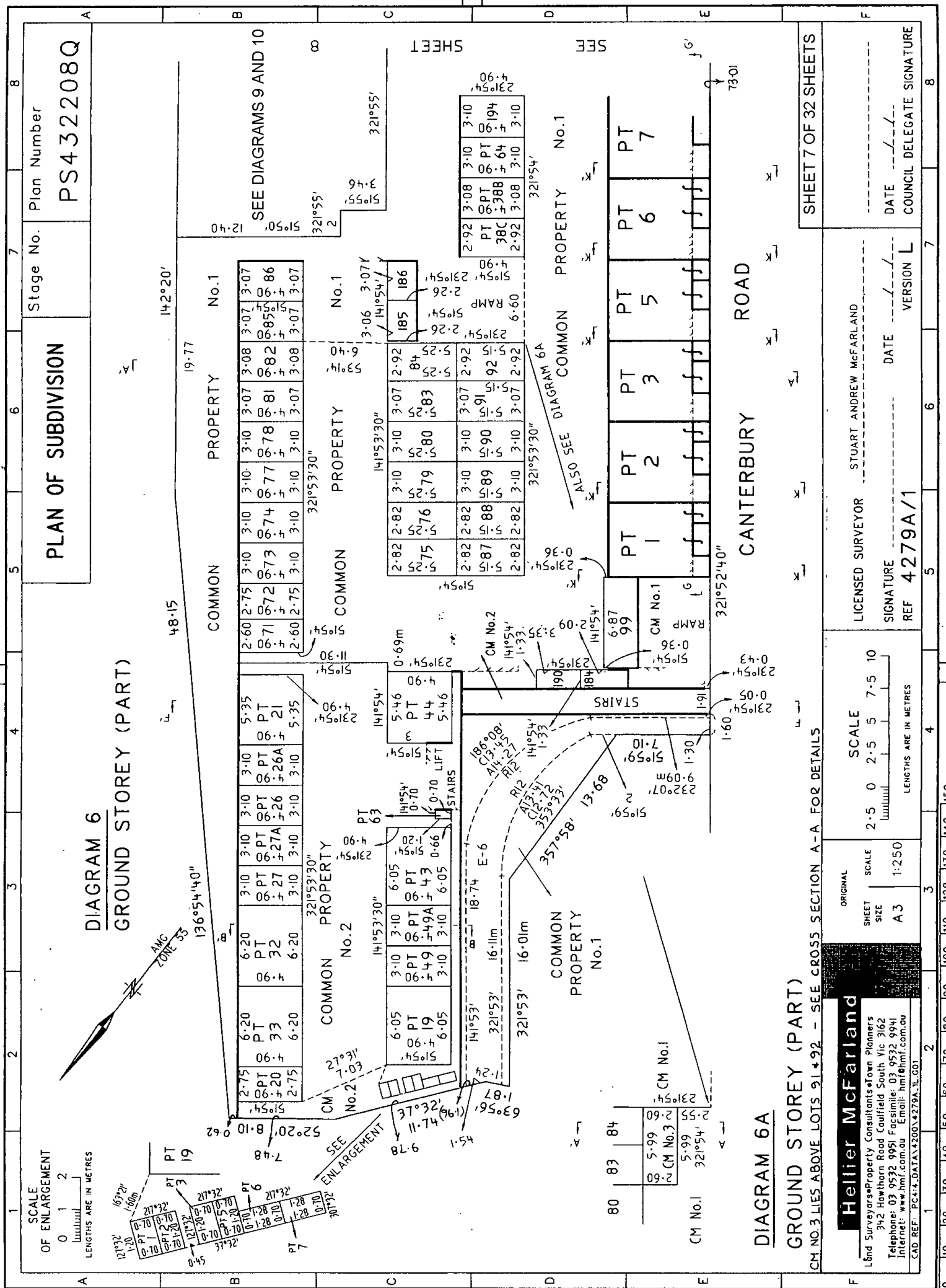


<b>HELLIER MCFARLAND</b> Land Surveyors/Property Consultants/Town Planners 342 Hawthorn Road Caulfield South Vic 3162 Telephone: 03 9532 9951 Facsimile: 03 9532 9941 Internet: www.hmf.com.au Email: hmf@hmf.com.au CAD REF: PC44.DAT4200V4279A.1L.G01		ORIGINAL SHEET SCALE SIZE A3 1:250		SCALE 2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES		LICENSED SURVEYOR STUART ANDREW MCFARLAND SIGNATURE DATE REF 4279A/1 VERSION L		SHEET 4 OF 32 SHEETS
--	--	--	--	--	--	--	--	----------------------









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342 Hawthorn Road Caulfield South Vic 3162  
Telephone: 03 9532 9951 Facsimile: 03 9532 9941  
Internet: www.hmf.com.au Email: hmf@hmf.com.au  
CAD REF: PC44-DATA\4200\4279A-IL-G01

ORIGINAL SCALE  
SHEET SIZE A3 1:250  
LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW MCFARLAND  
SIGNATURE DATE  
VERSION L  
REF 4279A/1

COUNCIL DELEGATE SIGNATURE  
DATE

GROUND STOREY (PART)

CM NO.3 LIES ABOVE LOTS 91 & 92 - SEE CROSS SECTION A-A FOR DETAILS

DIAGRAM 6A

CANTERBURY ROAD

PROPERTY No.1

COMMON

ALSO SEE DIAGRAM 6A

PROPERTY No.1

COMMON

PROPERTY No.1

COMMON

PROPERTY No.1

COMMON

PROPERTY No.1

COMMON

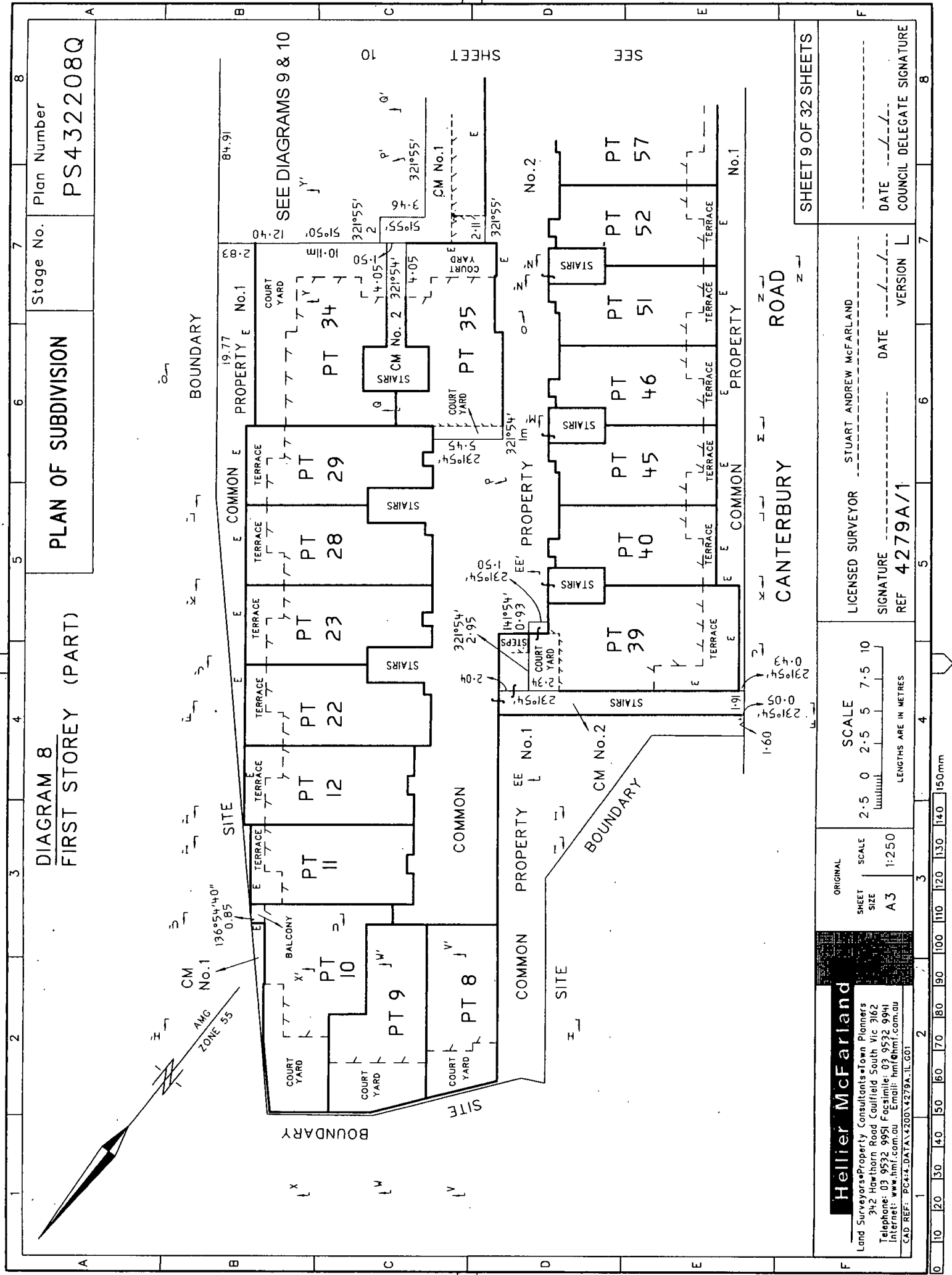
PROPERTY No.1

COMMON

PROPERTY No.1

COMMON

DATE 1-1  
COUNCIL DELEGATE SIGNATURE \_\_\_\_\_




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342 Hawthorn Road Caulfield South Vic 3162  
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Internet: www.hmf.com.au Email: hmf@hmf.com.au  
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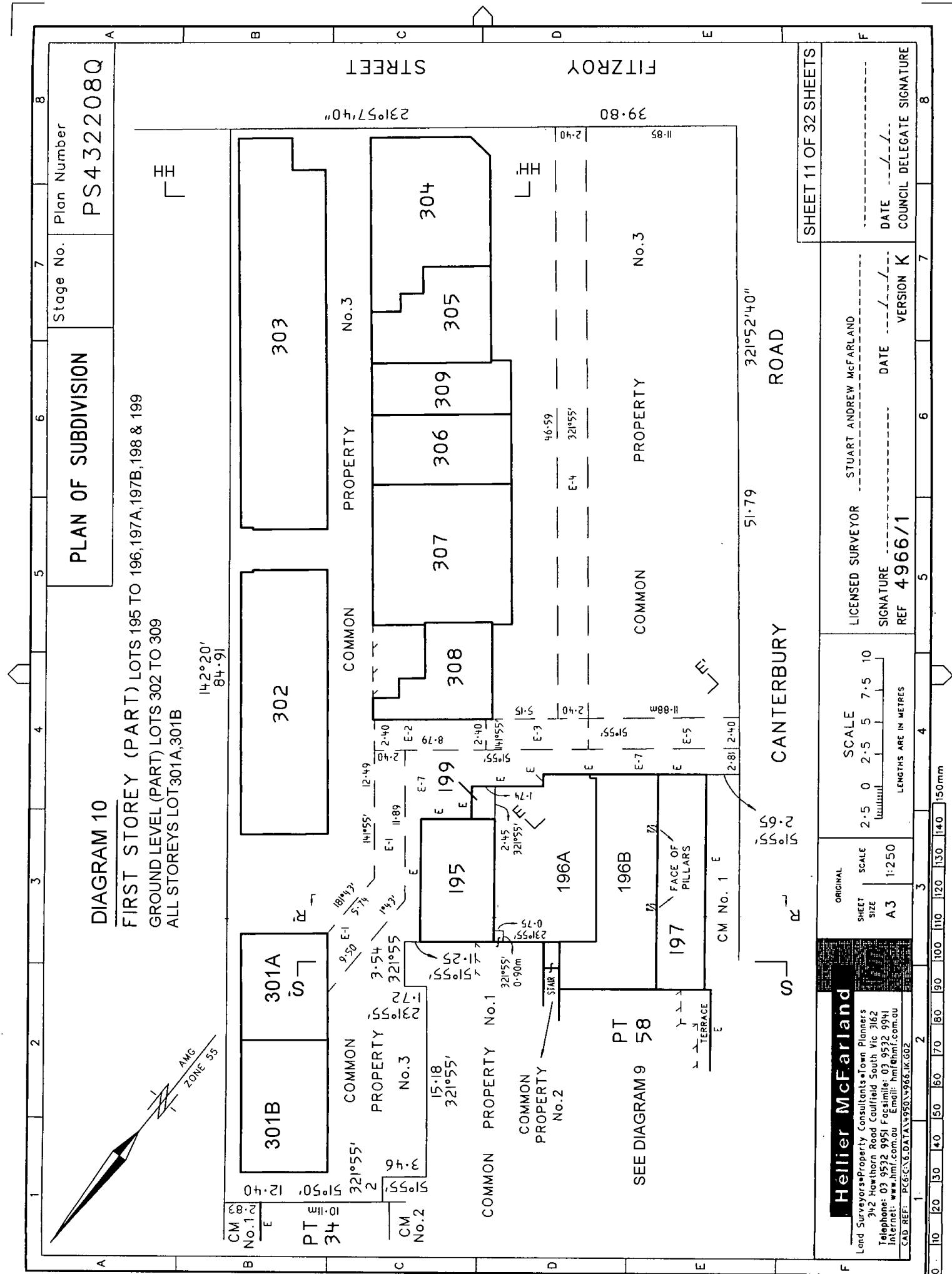
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LENGTHS ARE IN METRES

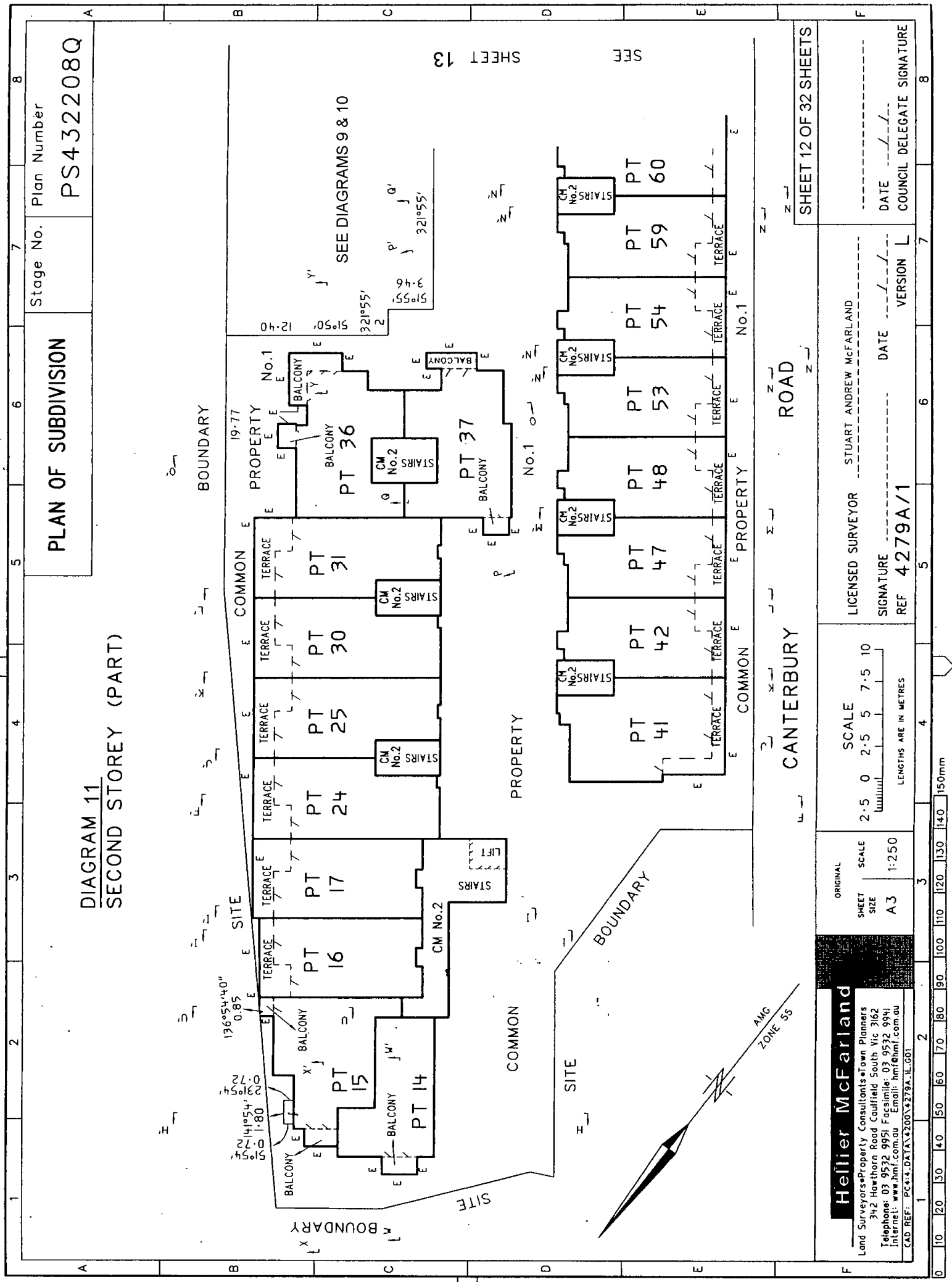
LICENSED SURVEYOR STUART ANDREW MCFARLAND  
SIGNATURE DATE  
REF 4279A/1 VERSION L

SHEET 9 OF 32 SHEETS  
DATE  
COUNCIL DELEGATE SIGNATURE

DIAGRAM 8  
FIRST STOREY (PART)  
PLAN OF SUBDIVISION  
Stage No.  
Plan Number  
PS432208Q

<b>Hellier McFarland</b> Land Surveyors•Property Consultants•Town Planners 342 Hawthorn Road Caulfield South Vic 3162 Telephone: 03 9532 9951 Facsimile: 03 9532 9941 Internet: <a href="http://www.hmf.com.au">www.hmf.com.au</a> Email: <a href="mailto:hmf@hmf.com.au">hmf@hmf.com.au</a> CAD REF: PC414.DAT\4200\4279A.DWG		ORIGINAL SHEET SIZE <b>A3</b>	SCALE <b>1:250</b>	SCALE 2.5 0 2.5 5 7.5 10  LENGTHS ARE IN METRES	LICENSED SURVEYOR STUART ANDREW MCFARLAND SIGNATURE DATE REF <b>4279A/1</b> VERSION <b>1</b>	DATE COUNCIL DELEGATE SIGNATURE
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PLAN OF SUBDIVISION

Stage No.

PS432208Q

DIAGRAM 11  
SECOND STOREY (PART)

SHEET 12 OF 32 SHEETS

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Land Surveyors/Property Consultants/Town Planners  
342 Hawthorn Road Caulfield South Vic 3162  
Telephone: 03 9532 9951 Facsimile: 03 9532 9941  
Internet: [www.hmf.com.au](http://www.hmf.com.au) Email: [hmf@hmf.com.au](mailto:hmf@hmf.com.au)  
CAD REF: PC434.DAT\4200\4279A\1.G01

ORIGINAL  
SHEET SIZE  
A3  
SCALE  
1:250

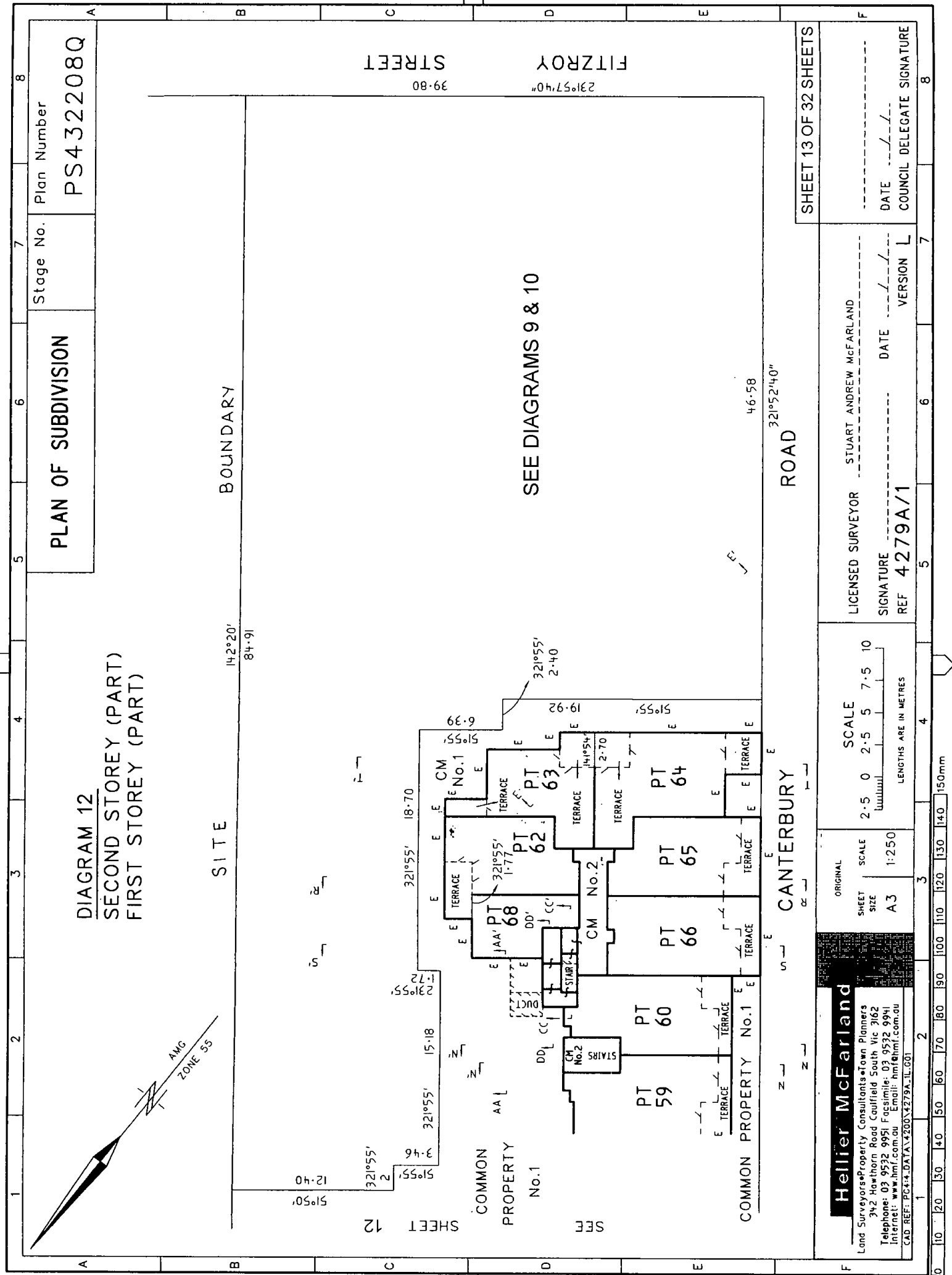
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LENGTHS ARE IN METRES

LICENSED SURVEYOR  
STUART ANDREW MCFARLAND  
SIGNATURE  
DATE  
VERSION  
REF 4279A/1

COUNCIL DELEGATE SIGNATURE  
DATE  
VERSION  
L

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm





PLAN OF SUBDIVISION

Stage No.

Plan Number

PS432208Q

DIAGRAM 12

SECOND STOREY (PART)

FIRST STOREY (PART)

SHEET 13 OF 32 SHEETS

DATE

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR

STUART ANDREW MCFARLAND

SIGNATURE

DATE

VERSION L

REF 4279A/1

SCALE

2.5 0 2.5 5 7.5 10

LENGTHS ARE IN METRES

ORIGINAL

SHEET

SIZE

A3

SCALE

1:250

**Hellier McFarland**

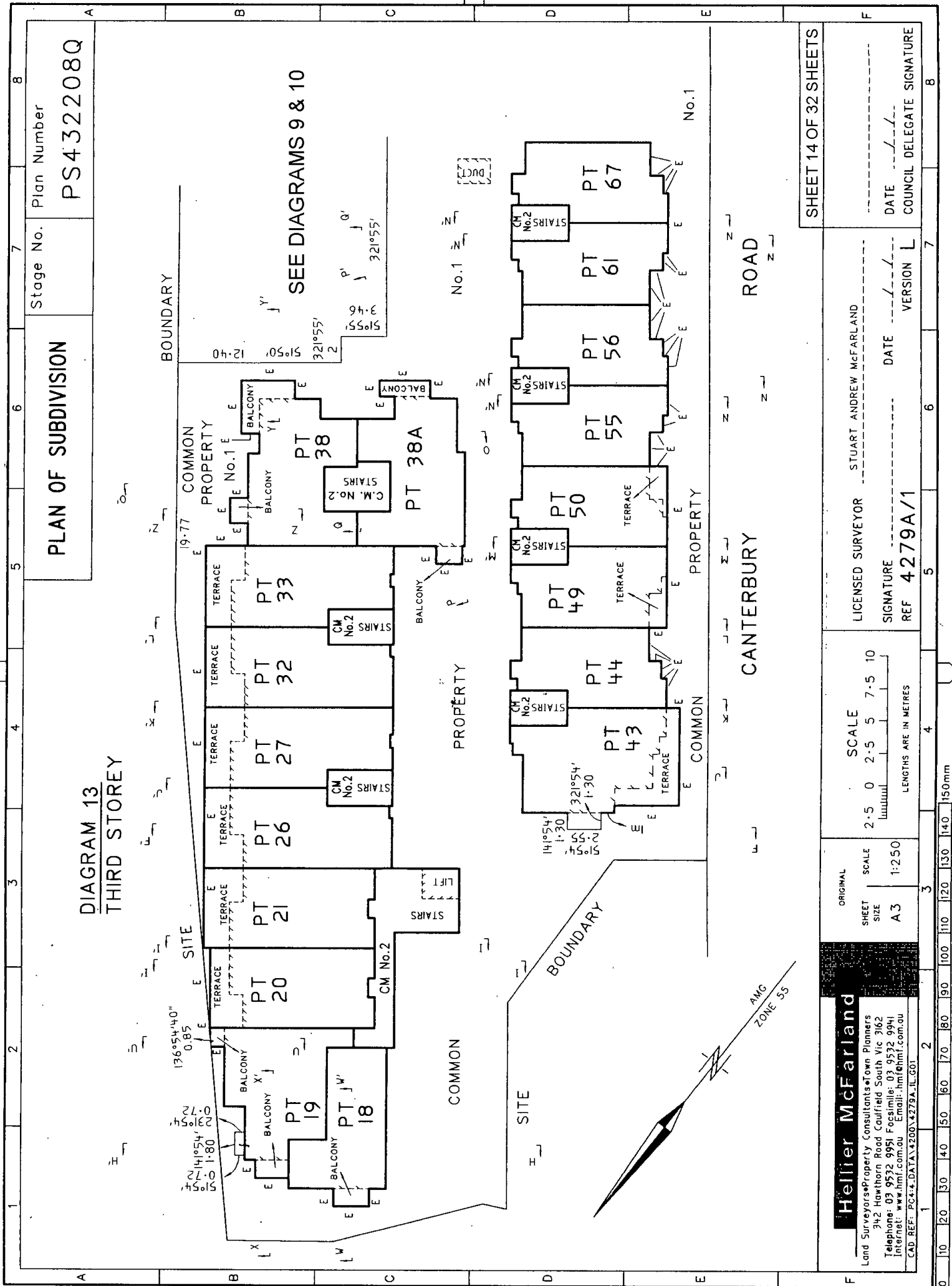
Land Surveyors/Property Consultants/Town Planners

342 Hawthorn Road Caulfield South Vic 3162

Telephone: 03 9532 9951 Facsimile: 03 9532 9941

Internet: www.hmf.com.au Email: hmf@hmf.com.au

CAD REF: PG+4-DATA+2004279A-IL-001



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Land Surveyors & Property Consultants & Town Planners  
342 Hawthorn Road Caulfield South Vic 3162  
Telephone: 03 9532 9951 Facsimile: 03 9532 9941  
Internet: www.hmf.com.au Email: hmf@hmf.com.au  
CAD REF: PC44-DATA\2200\2279A-IL.GOI

**ORIGINAL**  
SHEET SIZE  
A3  
SCALE  
1:250

LENGTHS ARE IN METRES  
SCALE  
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100m

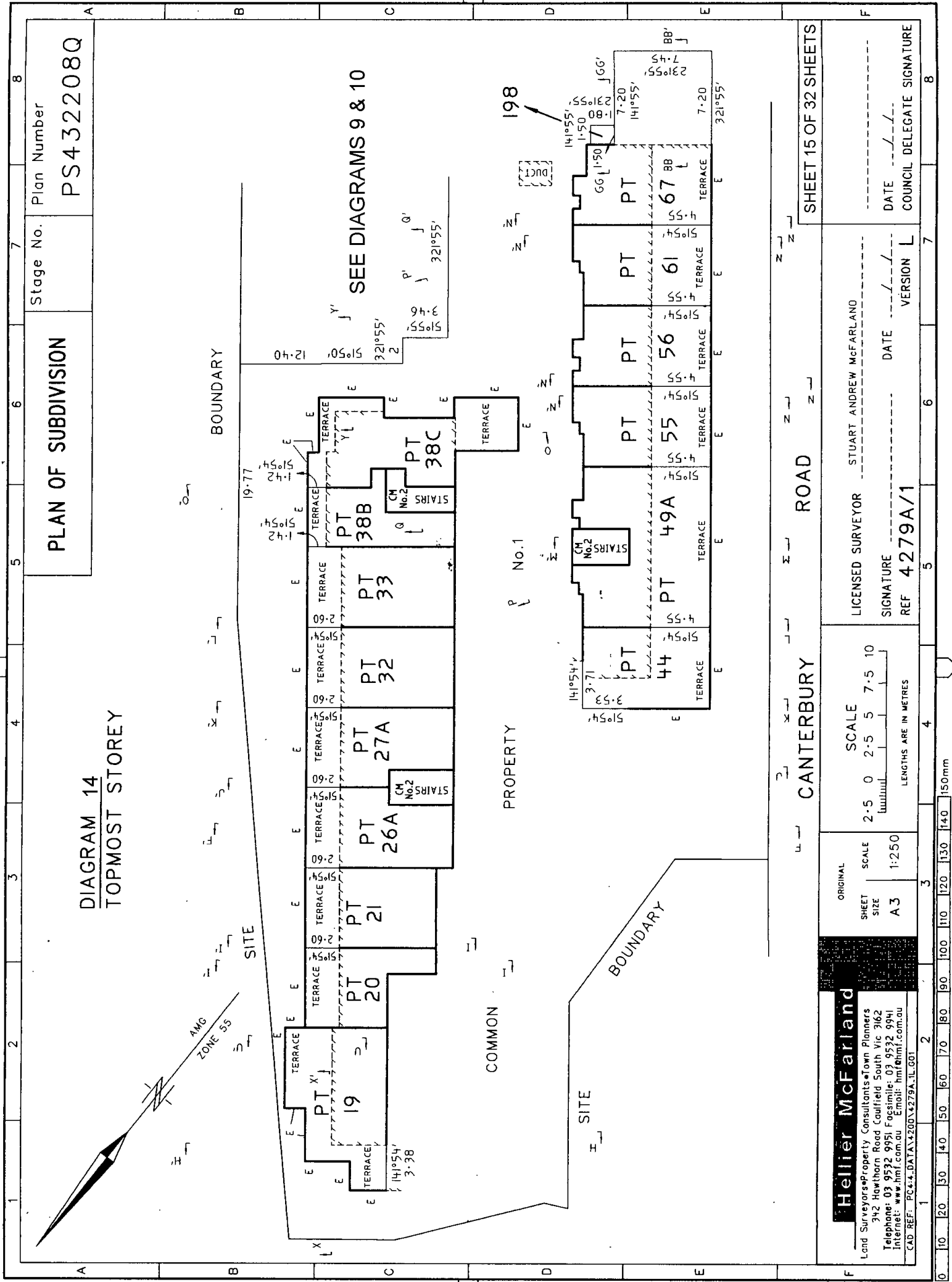
LICENSED SURVEYOR  
STUART ANDREW MCFARLAND

SIGNATURE  
DATE  
VERSION  
DATE

DATE  
COUNCIL DELEGATE SIGNATURE

SHEET 14 OF 32 SHEETS

DATE  
COUNCIL DELEGATE SIGNATURE



PLAN OF SUBDIVISION

Stage No.

PS432208Q

DIAGRAM 14  
TOPMOST STOREY

SEE DIAGRAMS 9 & 10

SHEET 15 OF 32 SHEETS

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Land Surveyors & Property Consultants & Town Planners  
342 Hawthorn Road, Caulfield South Vic 3162  
Telephone: 03 9532 9951, Facsimile: 03 9532 9941  
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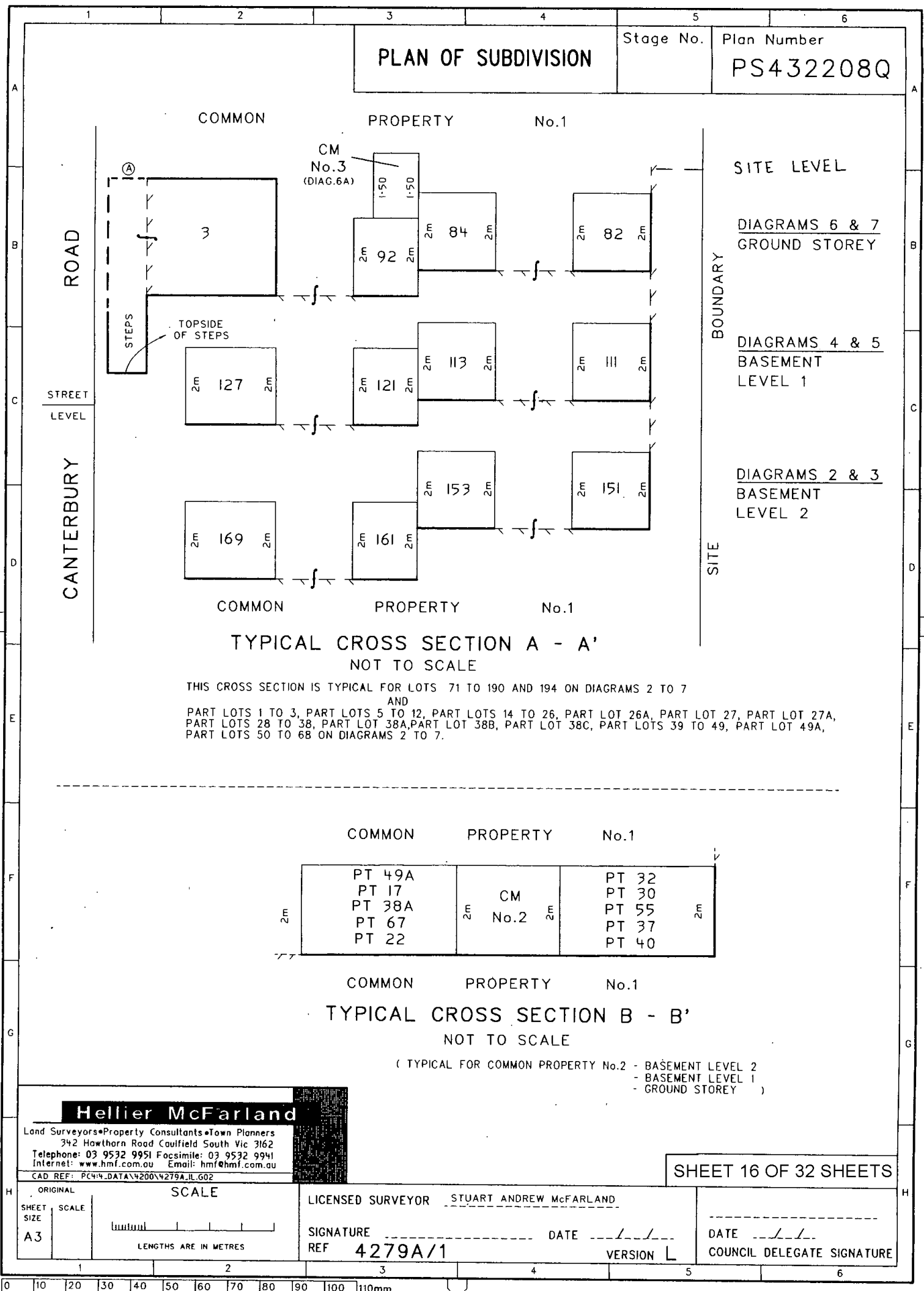
ORIGINAL  
SHEET SIZE  
A3

SCALE  
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1:250  
LENGTHS ARE IN METRES

LICENSED SURVEYOR  
STUART ANDREW MCFARLAND  
SIGNATURE  
REF 4279A/1

DATE  
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm



# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS432208Q

COMMON

PROPERTY

No.1

SITE LEVEL

DIAGRAMS 6 & 7  
GROUND STOREY

DIAGRAMS 4 & 5  
BASEMENT  
LEVEL 1

DIAGRAMS 2 & 3  
BASEMENT  
LEVEL 2

## TYPICAL CROSS SECTION A - A'

NOT TO SCALE

THIS CROSS SECTION IS TYPICAL FOR LOTS 71 TO 190 AND 194 ON DIAGRAMS 2 TO 7

AND

PART LOTS 1 TO 3, PART LOTS 5 TO 12, PART LOTS 14 TO 26, PART LOT 26A, PART LOT 27, PART LOT 27A, PART LOTS 28 TO 38, PART LOT 38A, PART LOT 38B, PART LOT 38C, PART LOTS 39 TO 49, PART LOT 49A, PART LOTS 50 TO 68 ON DIAGRAMS 2 TO 7.

COMMON

PROPERTY

No.1

PT 49A  
PT 17  
PT 38A  
PT 67  
PT 22

CM  
No.2

PT 32  
PT 30  
PT 55  
PT 37  
PT 40

COMMON

PROPERTY

No.1

## TYPICAL CROSS SECTION B - B'

NOT TO SCALE

( TYPICAL FOR COMMON PROPERTY No.2 - BASEMENT LEVEL 2  
- BASEMENT LEVEL 1  
- GROUND STOREY )

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Land Surveyors•Property Consultants•Town Planners  
342 Hawthorn Road Caulfield South Vic 3162  
Telephone: 03 9532 9951 Facsimile: 03 9532 9941  
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CAD REF: PC44-DATA\4200\4279A\_IL.G02

SHEET 16 OF 32 SHEETS

ORIGINAL  
SHEET  
SIZE  
A3

SCALE

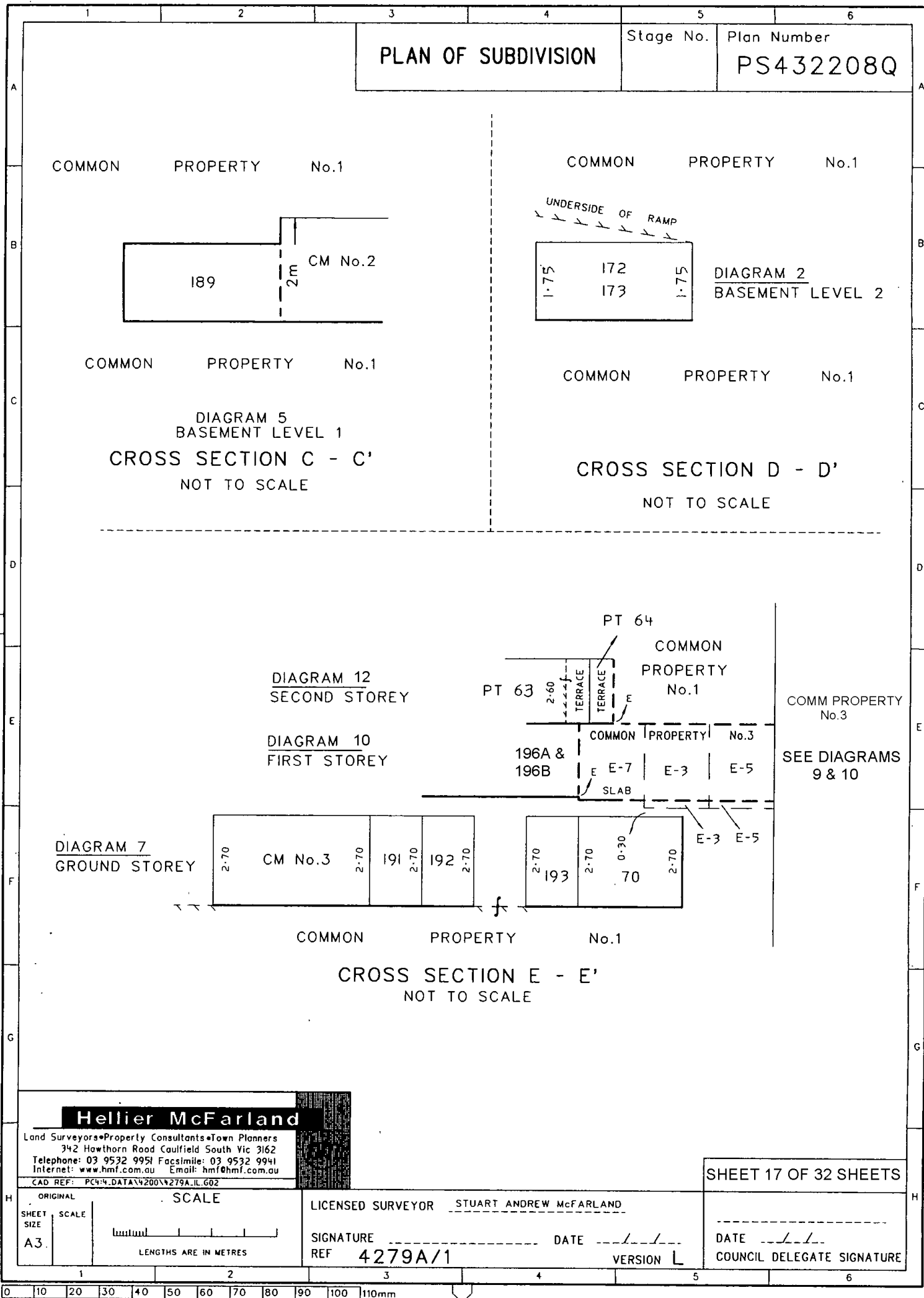
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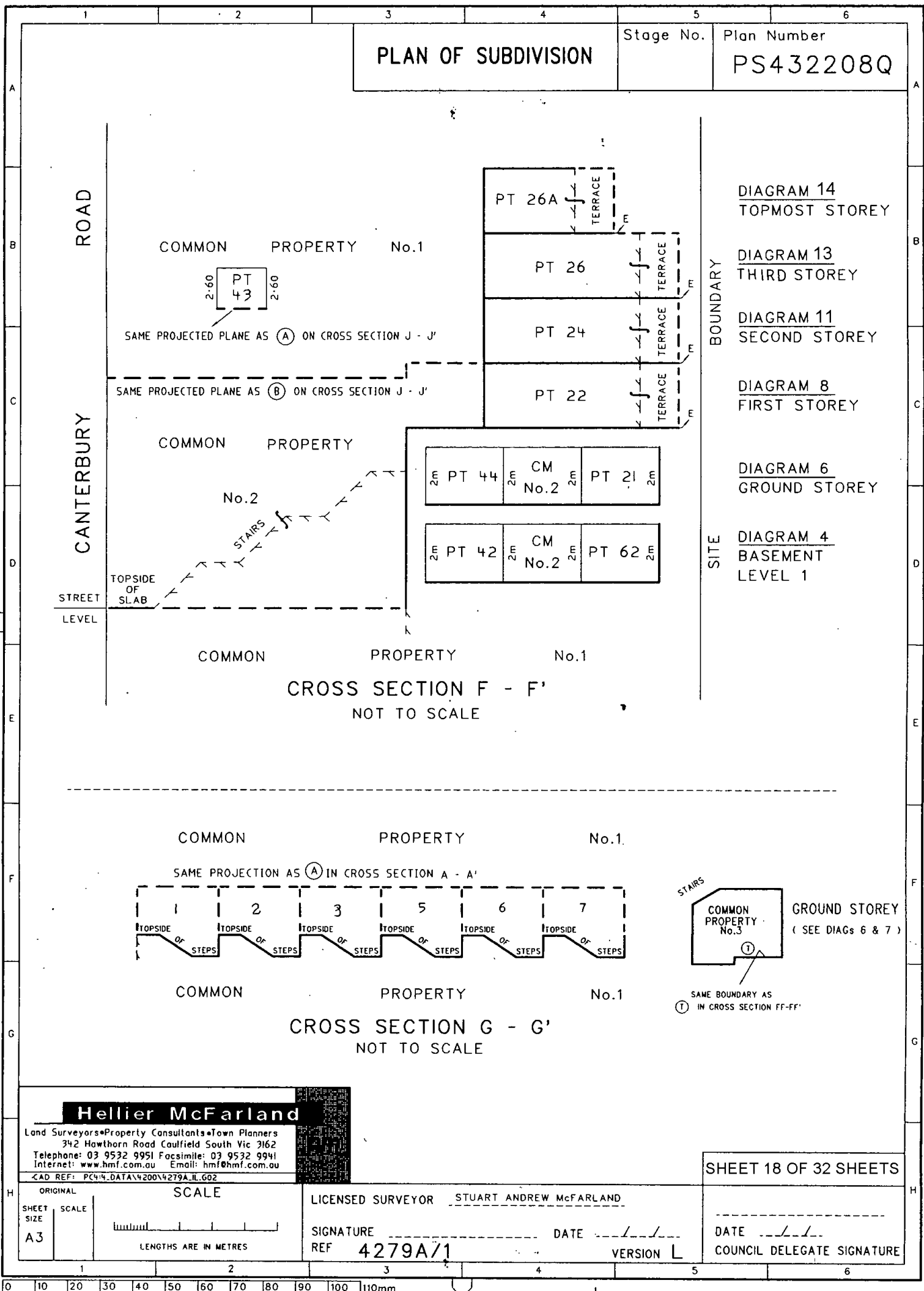
LICENSED SURVEYOR STUART ANDREW MCFARLAND

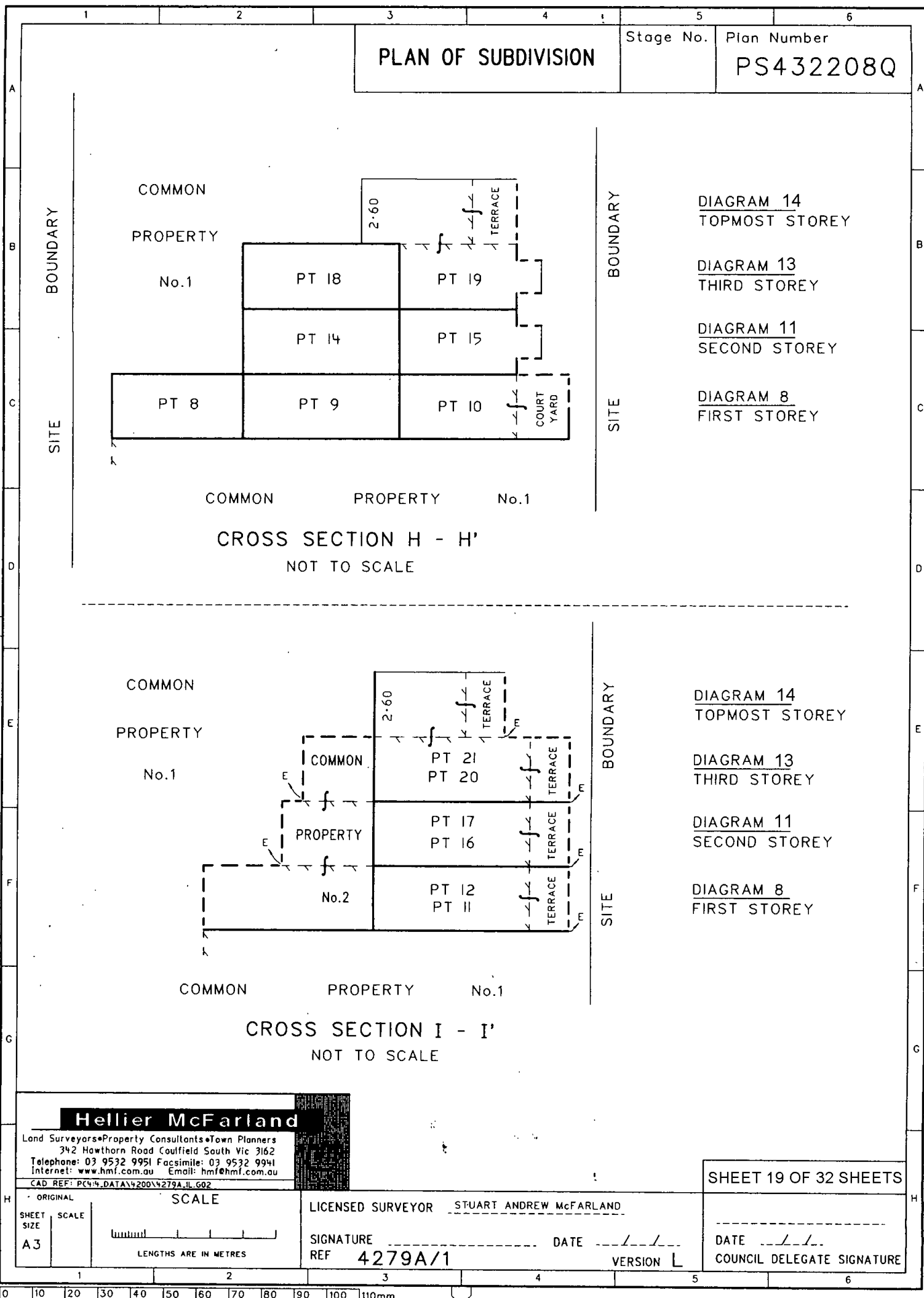
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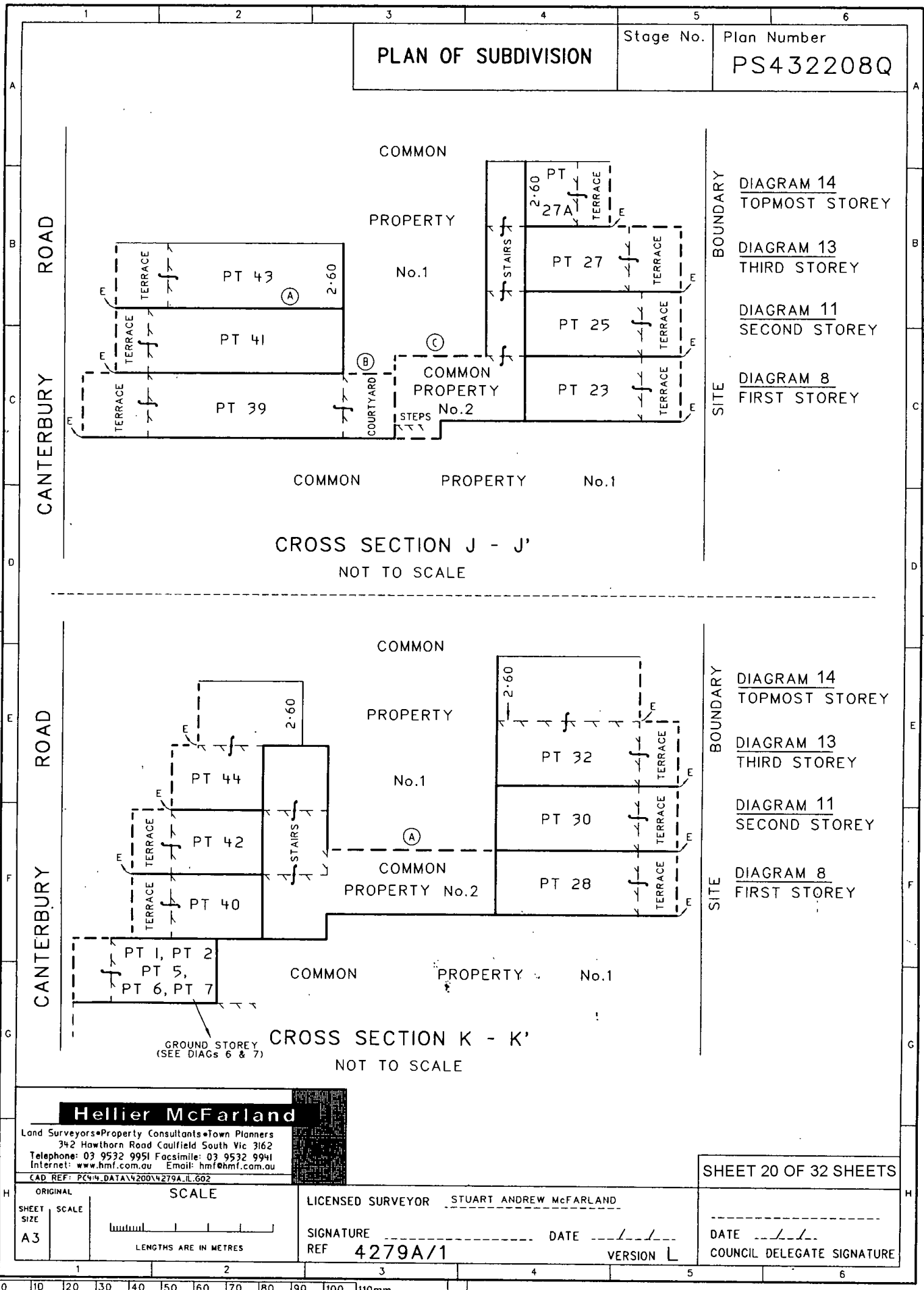
VERSION L

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

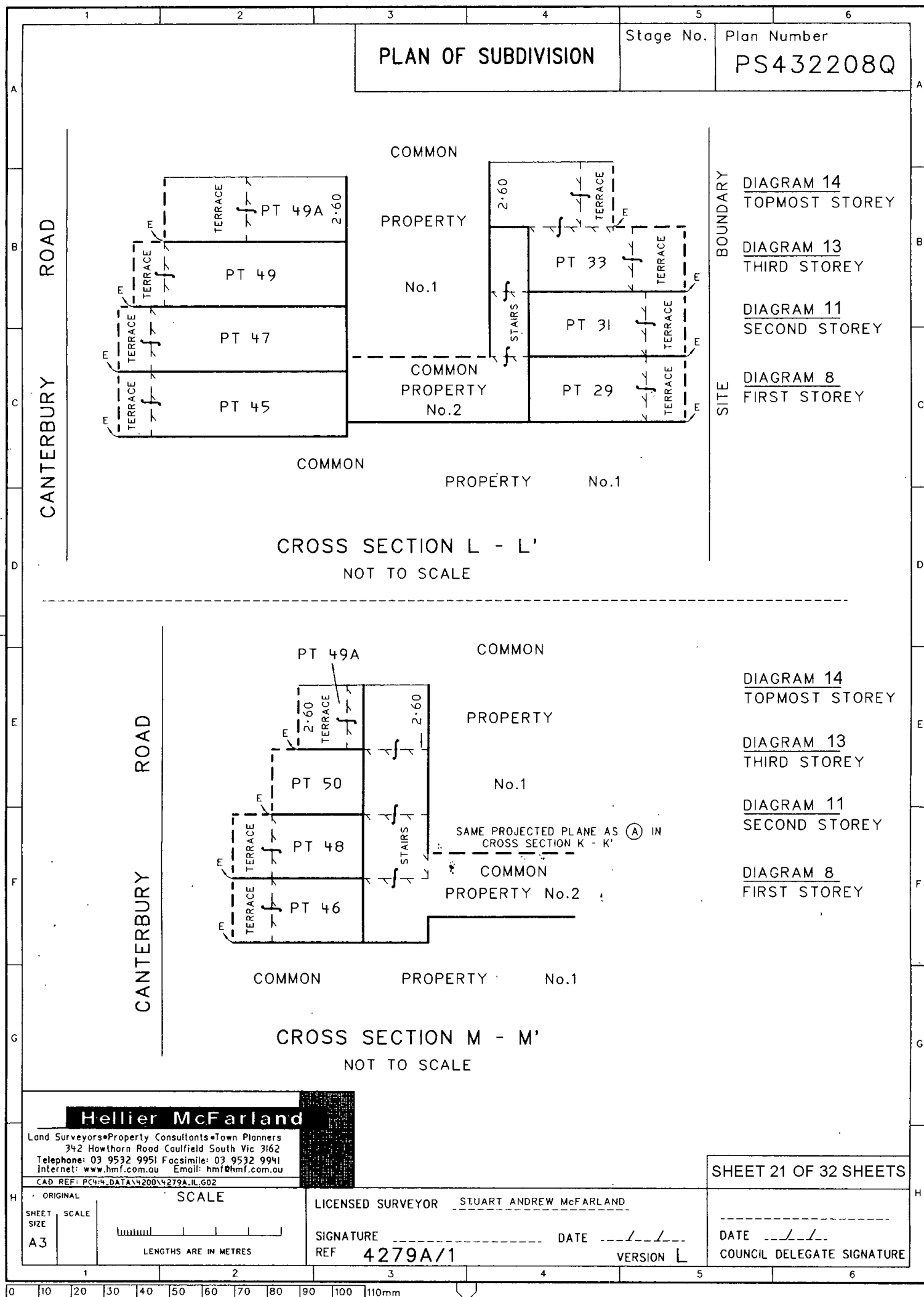


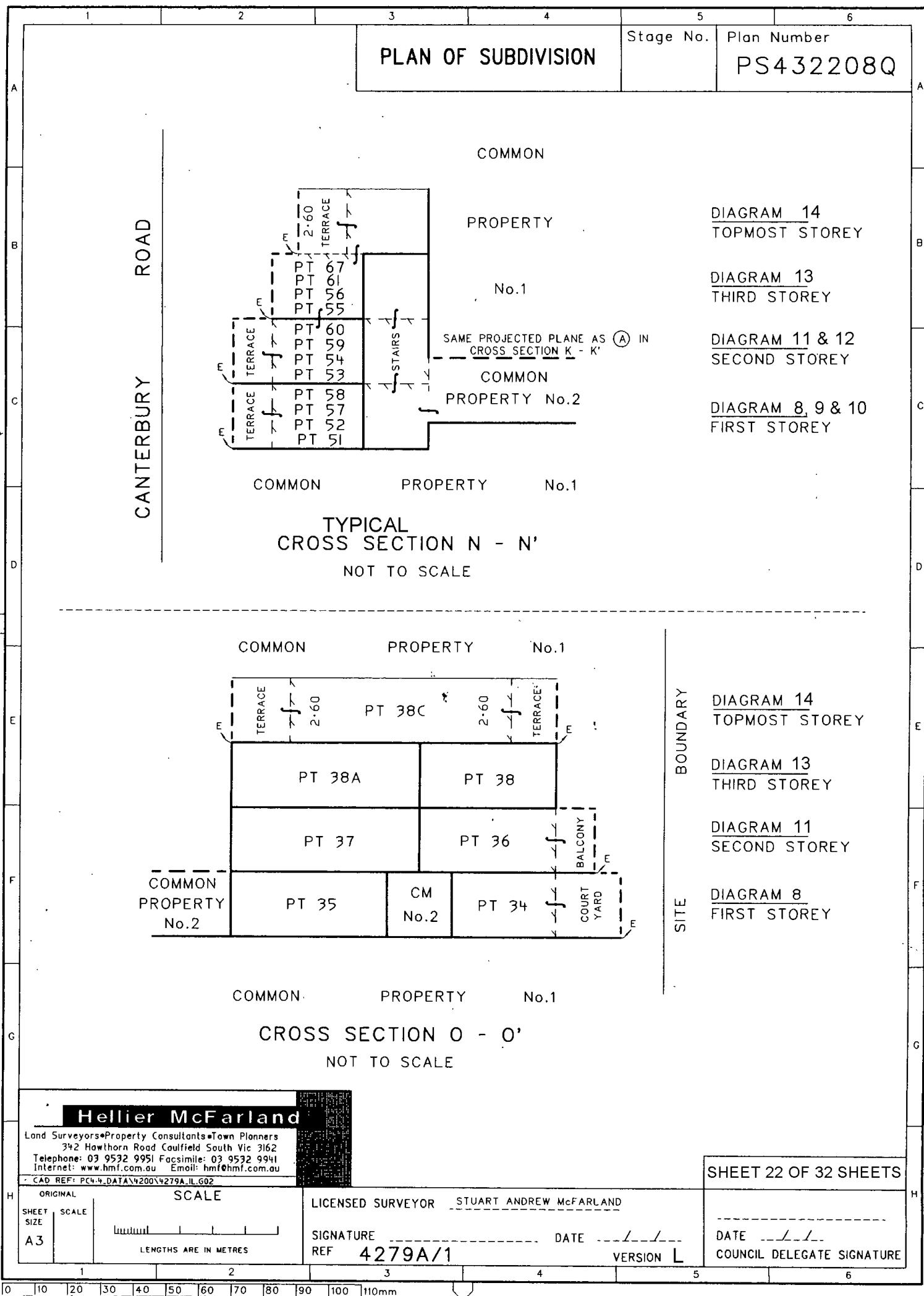












**Hellier McFarland**

Land Surveyors • Property Consultants • Town Planners

342 Hawthorn Road Caulfield South Vic 3162

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Internet: [www.hmf.com.au](http://www.hmf.com.au) Email: [hmf@hmf.com.au](mailto:hmf@hmf.com.au)

CAD REF: PC4\4.DAT\4200\4279A\_IL.G02

ORIGINAL SCALE

SHEET SIZE A3

LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND

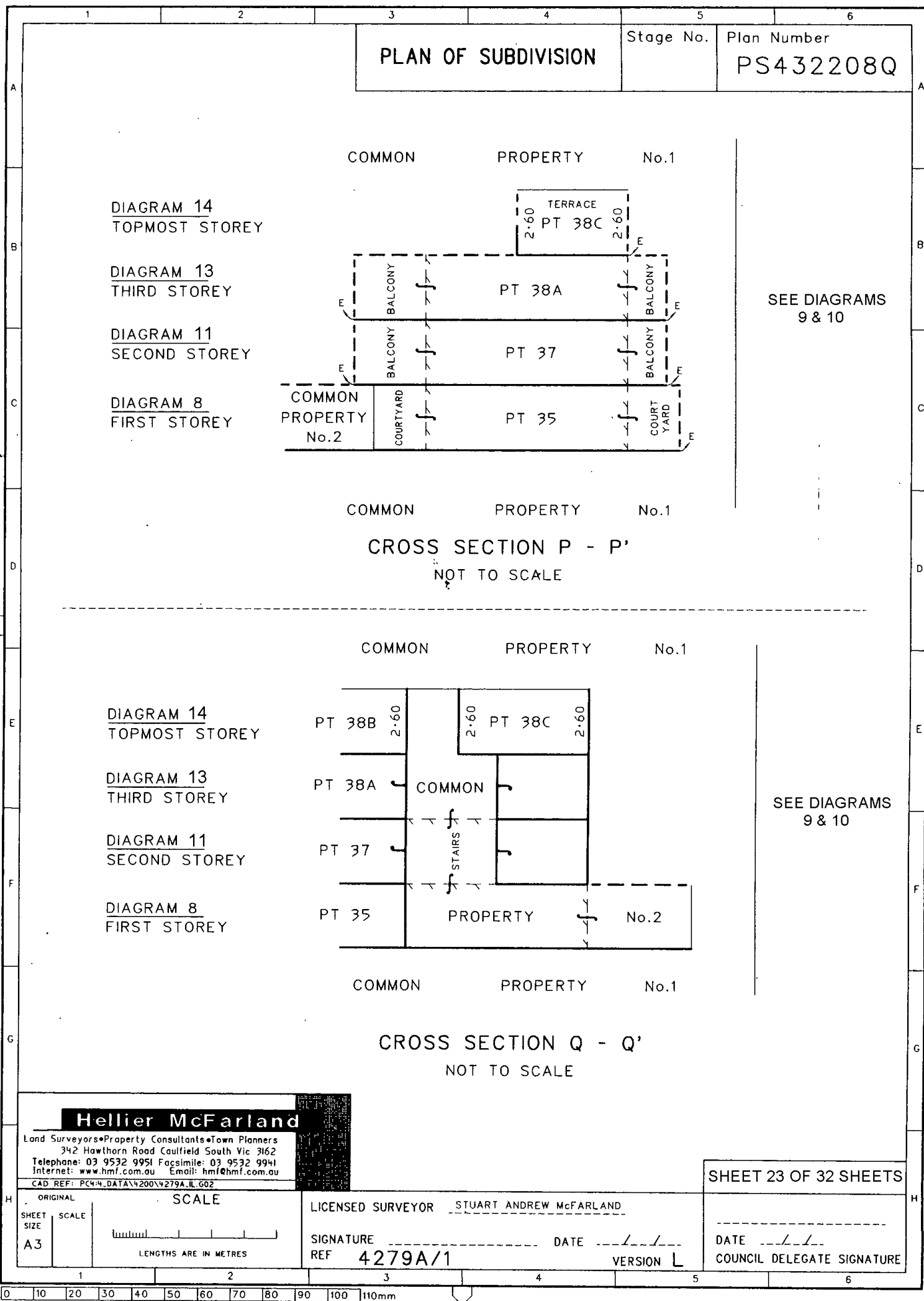
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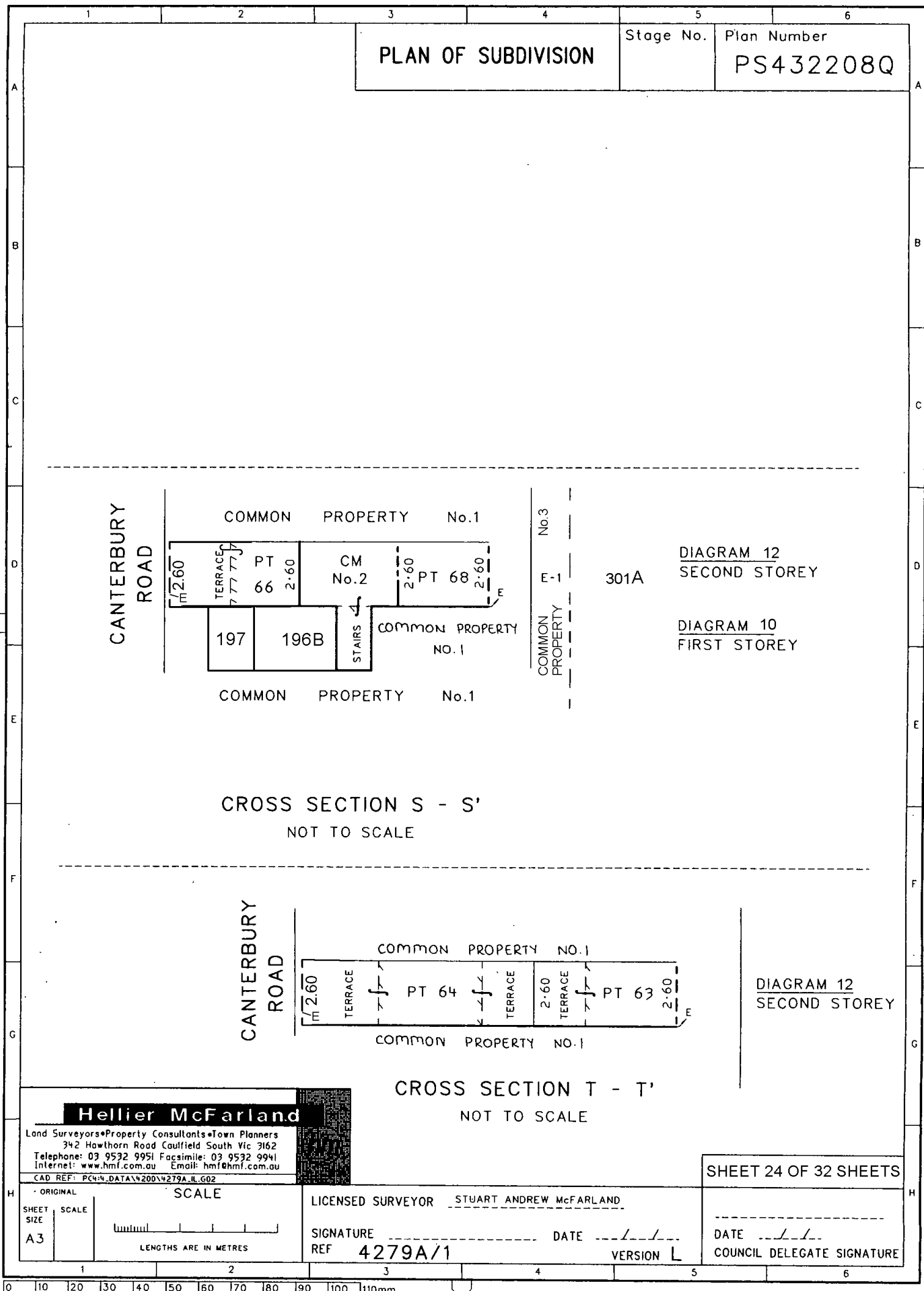
REF 4279A/1 VERSION L

SHEET 22 OF 32 SHEETS

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

COUNCIL DELEGATE SIGNATURE \_\_\_\_\_





**Hellier McFarland**  
 Land Surveyors\*Property Consultants\*Town Planners  
 342 Hawthorn Road Caulfield South Vic 3162  
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 Internet: www.hmf.com.au Email: hmf@hmf.com.au  
 CAD REF: PC4\4\_DATA\4200\4279A\_IL.G02

ORIGINAL  
 SCALE  
 SHEET SIZE A3  
 LENGTHS ARE IN METRES

LICENSED SURVEYOR STUART ANDREW McFARLAND  
 SIGNATURE \_\_\_\_\_ DATE \_\_\_\_/\_\_\_\_/\_\_\_\_  
 REF 4279A/1 VERSION L

SHEET 24 OF 32 SHEETS  
 DATE \_\_\_\_/\_\_\_\_/\_\_\_\_  
 COUNCIL DELEGATE SIGNATURE \_\_\_\_\_



# PLAN OF SUBDIVISION

Stage No.

Plan Number

PS432208Q

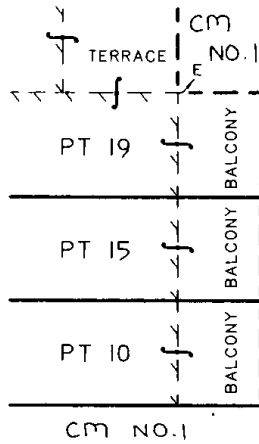


DIAGRAM 14  
TOPMOST STOREY

DIAGRAM 13  
THIRD STOREY

DIAGRAM 11  
SECOND STOREY

DIAGRAM 8  
FIRST STOREY

COMMON PROPERTY NO.1

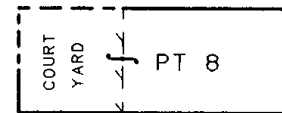


DIAGRAM 8  
FIRST STOREY

COMMON PROPERTY NO.1

CROSS SECTION U - U'  
NOT TO SCALE

CROSS SECTION V - V'  
NOT TO SCALE

COMMON PROPERTY No.1

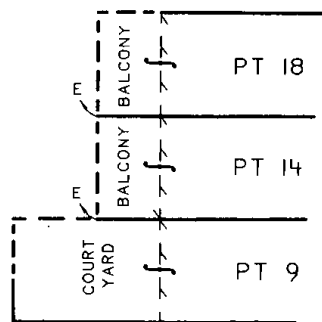


DIAGRAM  
THIRD STOREY

DIAGRAM  
SECOND STOREY

DIAGRAM 8  
FIRST STOREY

COMMON PROPERTY No.1

CROSS SECTION W - W'  
NOT TO SCALE

DIAGRAM 14  
TOPMOST STOREY

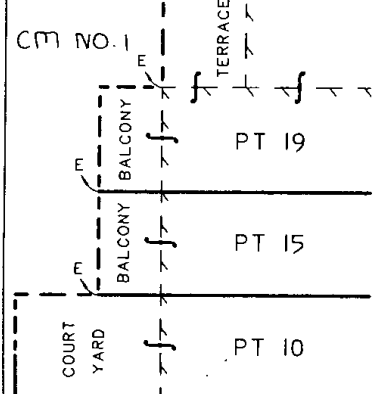
DIAGRAM 13  
THIRD STOREY

DIAGRAM 11  
SECOND STOREY

DIAGRAM 8  
FIRST STOREY

BOUNDARY

SITE



COMMON  
PROPERTY  
No.1

CROSS SECTION X - X'  
NOT TO SCALE

**Hellier McFarland**

Land Surveyors•Property Consultants•Town Planners  
342 Howthorn Road Caulfield South Vic 3162  
Telephone: 03 9532 9951 Facsimile: 03 9532 9941  
Internet: www.hmf.com.au Email: hmf@hmf.com.au

CAD REF: PC4\4.DAT\4200\4279A\_IL.G02

SHEET 25 OF 32 SHEETS

ORIGINAL

SCALE

LICENSED SURVEYOR STUART ANDREW McFARLAND

SIGNATURE

DATE

REF 4279A/1

VERSION L

DATE

COUNCIL DELEGATE SIGNATURE

SHEET  
SIZE  
A3



LENGTHS ARE IN METRES

0 10 20 30 40 50 60 70 80 90 100 110mm

PLAN OF SUBDIVISION				Stage No.	Plan Number
					PS432208Q

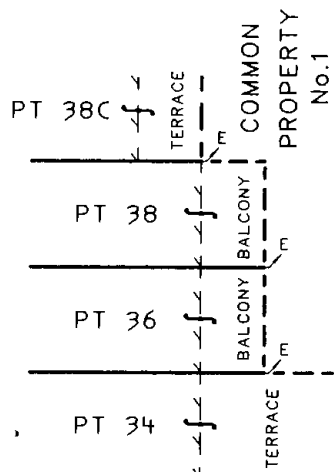


DIAGRAM 14  
TOPMOST STOREY

DIAGRAM 13  
THIRD STOREY

DIAGRAM 11  
SECOND STOREY

DIAGRAM 8  
FIRST STOREY

COMMON PROPERTY No.1  
CROSS SECTION Y - Y'  
NOT TO SCALE

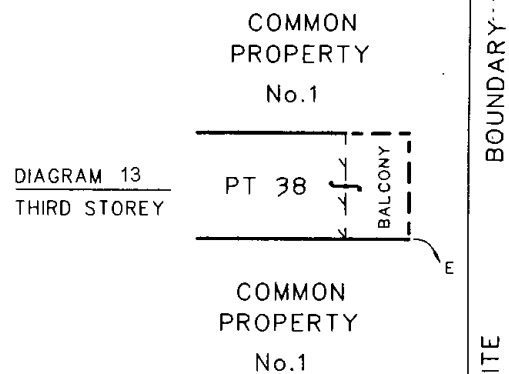


DIAGRAM 13  
THIRD STOREY

CROSS SECTION Z - Z'  
NOT TO SCALE

SAME PROJECTED PLANE AS (A) IN  
CROSS SECTION K - K'

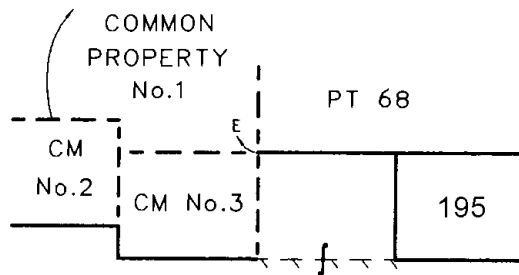


DIAGRAM 12  
SECOND STOREY

DIAGRAM 9 & 10  
FIRST STOREY

COMMON PROPERTY No.1  
CROSS SECTION AA - AA'  
NOT TO SCALE

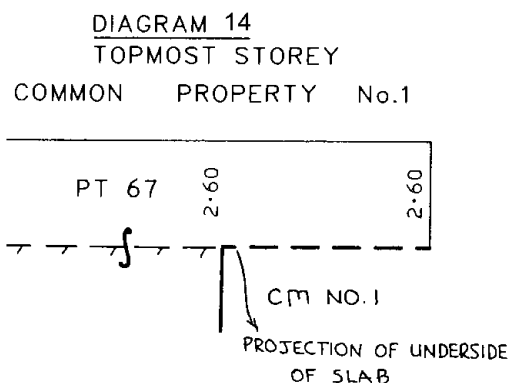
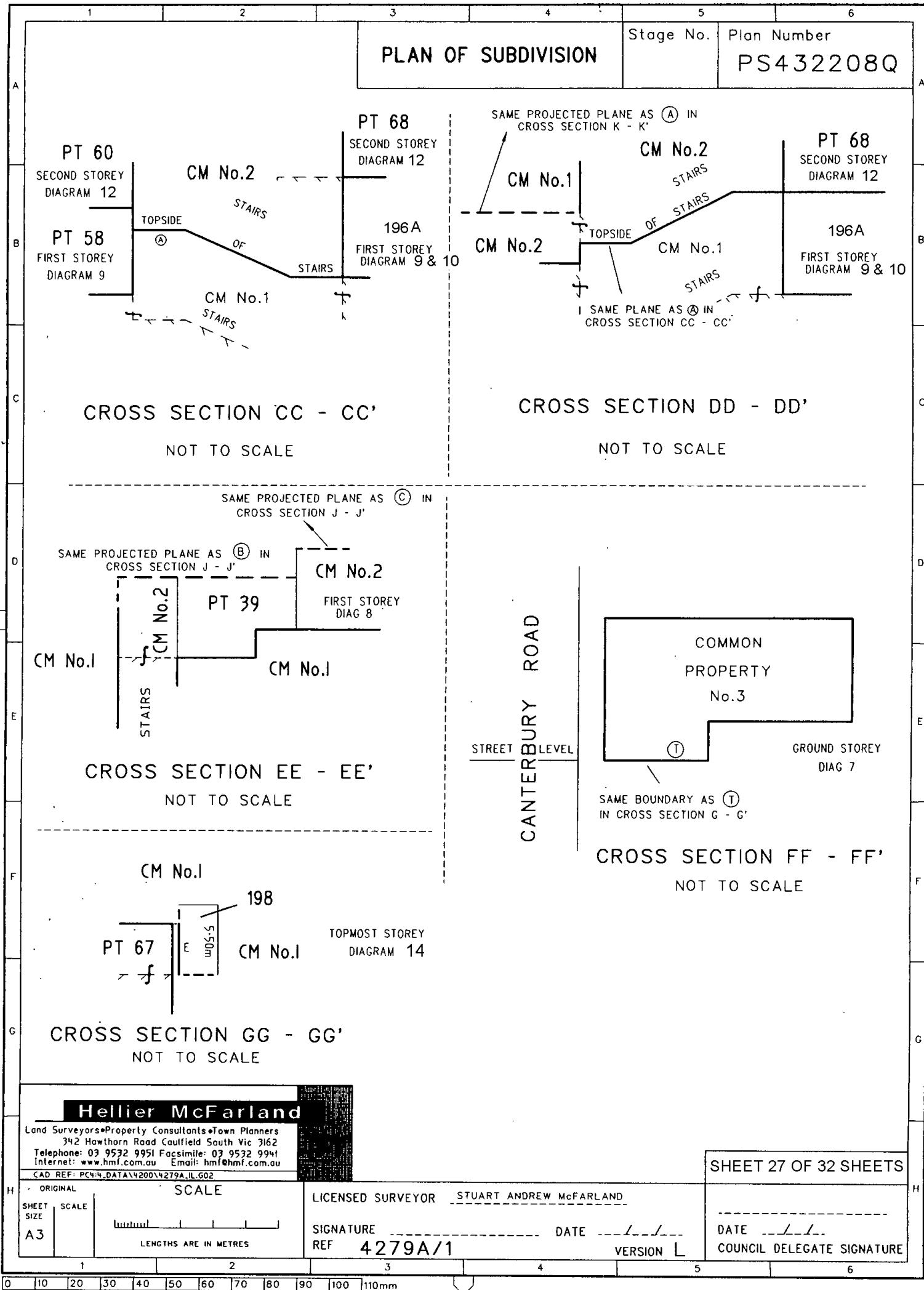


DIAGRAM 14  
TOPMOST STOREY  
COMMON PROPERTY No.1

CROSS SECTION BB - BB'  
NOT TO SCALE

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Land Surveyors•Property Consultants•Town Planners  
342 Hawthorn Road Caulfield South Vic 3162  
Telephone: 03 9532 9951 Facsimile: 03 9532 9941  
Internet: www.hmf.com.au Email: hmf@hmf.com.au  
CAD REF: PC4\4-DATA\4200\4279A-IL.G02

ORIGINAL		SCALE		LICENSED SURVEYOR STUART ANDREW MCFARLAND		SHEET 26 OF 32 SHEETS	
SHEET SIZE	SCALE	LENGTHS ARE IN METRES		SIGNATURE	DATE	DATE	COUNCIL DELEGATE SIGNATURE
A3				REF 4279A/1			
				VERSION L			







PS432208Q

**Owners corporation information  
formerly contained on Sheets**

**29, 30, 31, 32**

**of this plan is now available in the Owners  
Corporation Search Report**

**Sheets**

**30, 31, 32**

**have been removed from this plan**

MODIFICATION TABLE							PLAN NUMBER		
RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN							PS432208Q		
MASTER PLAN (STAGE 1) REGISTERED DATE: 19/04/02 TIME: 11.45AM									
WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED.									
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.									
AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES		
<del>THIS PLAN</del> <del>BODY CORP No. 1</del>	<del>MADE IN ERROR</del>	<del>SPECIAL RULES RECORDED</del>	AB484685E	19.8.02		2	GREG NEWMAN		
<del>THIS PLAN</del> <del>BODY CORP No. 2</del>	<del>MADE IN ERROR</del>	<del>SPECIAL RULES RECORDED</del>	AB484700M	19.8.02			GREG NEWMAN		
<del>THIS PLAN</del> <del>BODY CORP No. 3</del>	<del>MADE IN ERROR</del>	<del>SPECIAL RULES RECORDED</del>	AB484718R	19.8.02			GREG NEWMAN		
LOT S2	LOTS 195 TO 197, 199 & 301 TO 309	STAGE 2	PS432208Q/S2	2/10/02	10.00AM	3	ROBERT MCBAIN		
THIS PLAN		RECTIFICATION	AB746032V	9/12/2002		4	GREG NEWMAN		
BODY CORPORATE No. 1		ADDITIONAL RULES APPLY	AB 484685E	21/03/03		5	Robert Redman		
BODY CORPORATE No. 2		ADDITIONAL RULES APPLY	AB 484700M	21/03/03		5	Robert Redman		
BODY CORPORATE No. 3		ADDITIONAL RULES APPLY	AB 484718R	21/03/03		5	Robert Redman		
LOT 196	LOTS 196A & 196B	AMENDMENT SEC.32 SUB. ACT 1988	PS432208Q/D1	16/05/03	15:01	6	H.L.		
LOT 301	LOTS 301A & 301B	AMENDMENT SEC.32 SUB. ACT 1988	PS432208Q/D1	16/05/03	15:01	6	H.L.		





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 17/10/2023 01:30:21 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS432208Q**

The land in PS432208Q is affected by 3 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Properties 1 - 3, Lots 1 - 3, 5 - 12, 14 - 26, 26A, 27, 27A, 28 - 38, 38A, 38B, 38C, 39 - 49, 49A, 50 - 68, 70 - 195, 196A, 196B, 197 - 199, 301A, 301B, 302 - 309.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

WHITTLES AUSTRALIA PTY LTD LEVEL 1 838 COLLINS STREET DOCKLANDS VIC 3008

AL421797L 15/10/2014

### 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. AB484685E 25/03/2003

### Additional Owners Corporation Information:

NIL

### Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Lot 1	14	14
Lot 2	14	14
Lot 3	15	15



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 17/10/2023 01:30:21 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS432208Q**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 5	14	14
Lot 6	14	14
Lot 7	14	14
Lot 8	22	22
Lot 9	25	25
Lot 10	25	25
Lot 11	24	24
Lot 12	23	23
Lot 14	25	25
Lot 15	27	27
Lot 16	24	24
Lot 17	24	24
Lot 18	25	25
Lot 19	42	42
Lot 20	36	36
Lot 21	39	39
Lot 22	24	24
Lot 23	24	24
Lot 24	24	24
Lot 25	24	24
Lot 26	25	25
Lot 26A	20	20
Lot 27	25	25
Lot 27A	20	20
Lot 28	24	24
Lot 29	23	23
Lot 30	24	24
Lot 31	24	24
Lot 32	42	42



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 17/10/2023 01:30:21 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS432208Q**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 33	40	40
Lot 34	32	32
Lot 35	32	32
Lot 36	30	30
Lot 37	33	33
Lot 38	32	32
Lot 38A	32	32
Lot 38B	17	17
Lot 38C	25	25
Lot 39	34	34
Lot 40	23	23
Lot 41	32	32
Lot 42	24	24
Lot 43	34	34
Lot 44	38	38
Lot 45	23	23
Lot 46	23	23
Lot 47	24	24
Lot 48	25	25
Lot 49	26	26
Lot 49A	29	29
Lot 50	27	27
Lot 51	23	23
Lot 52	24	24
Lot 53	24	24
Lot 54	24	24
Lot 55	39	39
Lot 56	39	39
Lot 57	24	24



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 17/10/2023 01:30:21 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS432208Q**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 58	23	23
Lot 59	24	24
Lot 60	24	24
Lot 61	39	39
Lot 62	24	24
Lot 63	16	16
Lot 64	23	23
Lot 65	22	22
Lot 66	25	25
Lot 67	44	44
Lot 68	21	21
Lot 70	9	9
Lot 71	4	4
Lot 72	4	4
Lot 73	4	4
Lot 74	4	4
Lot 75	4	4
Lot 76	4	4
Lot 77	4	4
Lot 78	4	4
Lot 79	4	4
Lot 80	4	4
Lot 81	4	4
Lot 82	4	4
Lot 83	4	4
Lot 84	4	4
Lot 85	4	4
Lot 86	4	4
Lot 87	4	4



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 17/10/2023 01:30:21 PM

OWNERS CORPORATION 1  
PLAN NO. PS432208Q

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 88	4	4
Lot 89	4	4
Lot 90	4	4
Lot 91	4	4
Lot 92	4	4
Lot 93	4	4
Lot 94	4	4
Lot 95	4	4
Lot 96	4	4
Lot 97	4	4
Lot 98	4	4
Lot 99	4	4
Lot 100	4	4
Lot 101	4	4
Lot 102	4	4
Lot 103	4	4
Lot 104	4	4
Lot 105	4	4
Lot 106	4	4
Lot 107	4	4
Lot 108	4	4
Lot 109	4	4
Lot 110	4	4
Lot 111	4	4
Lot 112	4	4
Lot 113	4	4
Lot 114	4	4
Lot 115	4	4
Lot 116	4	4





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 17/10/2023 01:30:21 PM

OWNERS CORPORATION 1  
PLAN NO. PS432208Q

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 117	4	4
Lot 118	4	4
Lot 119	4	4
Lot 120	4	4
Lot 121	4	4
Lot 122	4	4
Lot 123	4	4
Lot 124	4	4
Lot 125	4	4
Lot 126	4	4
Lot 127	4	4
Lot 128	4	4
Lot 129	4	4
Lot 130	4	4
Lot 131	4	4
Lot 132	4	4
Lot 133	4	4
Lot 134	4	4
Lot 135	4	4
Lot 136	4	4
Lot 137	4	4
Lot 138	4	4
Lot 139	4	4
Lot 140	4	4
Lot 141	4	4
Lot 142	4	4
Lot 143	4	4
Lot 144	4	4
Lot 145	4	4



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 17/10/2023 01:30:21 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS432208Q**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 146	4	4
Lot 147	4	4
Lot 148	4	4
Lot 149	4	4
Lot 150	4	4
Lot 151	4	4
Lot 152	4	4
Lot 153	4	4
Lot 154	4	4
Lot 155	4	4
Lot 156	4	4
Lot 157	4	4
Lot 158	4	4
Lot 159	4	4
Lot 160	4	4
Lot 161	4	4
Lot 162	4	4
Lot 163	4	4
Lot 164	4	4
Lot 165	4	4
Lot 166	4	4
Lot 167	4	4
Lot 168	4	4
Lot 169	4	4
Lot 170	4	4
Lot 171	4	4
Lot 172	4	4
Lot 173	4	4
Lot 174	4	4



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1**  
**PLAN NO. PS432208Q**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 175	4	4
Lot 176	4	4
Lot 177	4	4
Lot 178	4	4
Lot 179	4	4
Lot 180	4	4
Lot 181	4	4
Lot 182	4	4
Lot 183	4	4
Lot 184	4	4
Lot 185	3	3
Lot 186	3	3
Lot 187	3	3
Lot 188	3	3
Lot 189	3	3
Lot 190	3	3
Lot 191	3	3
Lot 192	3	3
Lot 193	3	3
Lot 194	4	4
Lot 195	136	2
Lot 196A	220	4
Lot 196B	202	3
Lot 197	231	4
Lot 198	1	1
Lot 199	9	1
Lot 301A	145	2
Lot 301B	145	3
Lot 302	352	6



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 17/10/2023 01:30:21 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS432208Q**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 303	496	8
Lot 304	236	4
Lot 305	142	2
Lot 306	144	2
Lot 307	278	4
Lot 308	112	2
Lot 309	106	2
<b>Total</b>	<b>5337.00</b>	<b>2432.00</b>

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

Statement End.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 17/10/2023 01:30:21 PM

**OWNERS CORPORATION 2**  
**PLAN NO. PS432208Q**

The land in PS432208Q is affected by 3 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 2, Lots 1 - 3, 5 - 12, 14 - 26, 26A, 27, 27A, 28 - 38, 38A, 38B, 38C, 39 - 49, 49A, 50 - 68.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

WHITTLES AUSTRALIA PTY LTD LEVEL 1 838 COLLINS STREET DOCKLANDS VIC 3008

AL421797L 15/10/2014

### 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. AB484700M 25/03/2003

### Additional Owners Corporation Information:

NIL

### 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 1	14	14
Lot 2	14	14
Lot 3	15	15
Lot 5	14	14
Lot 6	14	14



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 17/10/2023 01:30:21 PM

OWNERS CORPORATION 2  
PLAN NO. PS432208Q

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	14	14
Lot 8	22	22
Lot 9	25	25
Lot 10	25	25
Lot 11	24	24
Lot 12	23	23
Lot 14	25	25
Lot 15	27	27
Lot 16	24	24
Lot 17	24	24
Lot 18	25	25
Lot 19	42	42
Lot 20	36	36
Lot 21	39	39
Lot 22	24	24
Lot 23	24	24
Lot 24	24	24
Lot 25	24	24
Lot 26	25	25
Lot 26A	20	20
Lot 27	25	25
Lot 27A	20	20
Lot 28	24	24
Lot 29	23	23
Lot 30	24	24
Lot 31	24	24
Lot 32	42	42
Lot 33	40	40
Lot 34	32	32



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 17/10/2023 01:30:21 PM

**OWNERS CORPORATION 2**  
**PLAN NO. PS432208Q**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 35	32	32
Lot 36	30	30
Lot 37	33	33
Lot 38	32	32
Lot 38A	32	32
Lot 38B	17	17
Lot 38C	25	25
Lot 39	34	34
Lot 40	23	23
Lot 41	32	32
Lot 42	24	24
Lot 43	34	34
Lot 44	38	38
Lot 45	23	23
Lot 46	23	23
Lot 47	24	24
Lot 48	25	25
Lot 49	26	26
Lot 49A	29	29
Lot 50	27	27
Lot 51	23	23
Lot 52	24	24
Lot 53	24	24
Lot 54	24	24
Lot 55	39	39
Lot 56	39	39
Lot 57	24	24
Lot 58	23	23
Lot 59	24	24



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 17/10/2023 01:30:21 PM

**OWNERS CORPORATION 2**  
**PLAN NO. PS432208Q**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 60	24	24
Lot 61	39	39
Lot 62	24	24
Lot 63	16	16
Lot 64	23	23
Lot 65	22	22
Lot 66	25	25
Lot 67	44	44
Lot 68	21	21
<b>Total</b>	<b>1886.00</b>	<b>1886.00</b>

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

Statement End.



# PROPERTY REPORT

From [www.land.vic.gov.au](http://www.land.vic.gov.au) at 10 May 2024 12:51 PM

## PROPERTY DETAILS

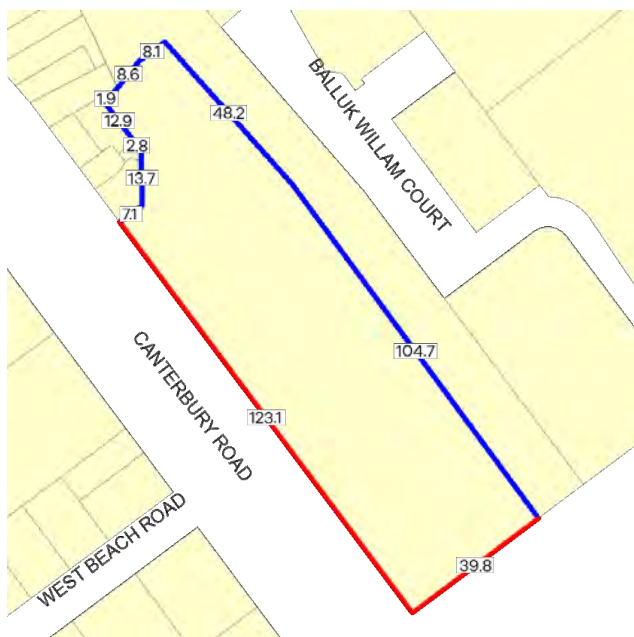
Address: **38B/352 CANTERBURY ROAD ST KILDA 3182**  
Lot and Plan Number: **Lot 38B PS432208**  
Standard Parcel Identifier (SPI): **38B\PS432208**  
Local Government Area (Council): **PORT PHILLIP**  
Council Property Number: **226377**  
Directory Reference: **Melway 2P A4**

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

**Note:** There are 211 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:** 5634 sq. m

**Perimeter:** 374 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.

2 overlapping dimension labels are not being displayed

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

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

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**  
Legislative Assembly: **ALBERT PARK**

## 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.

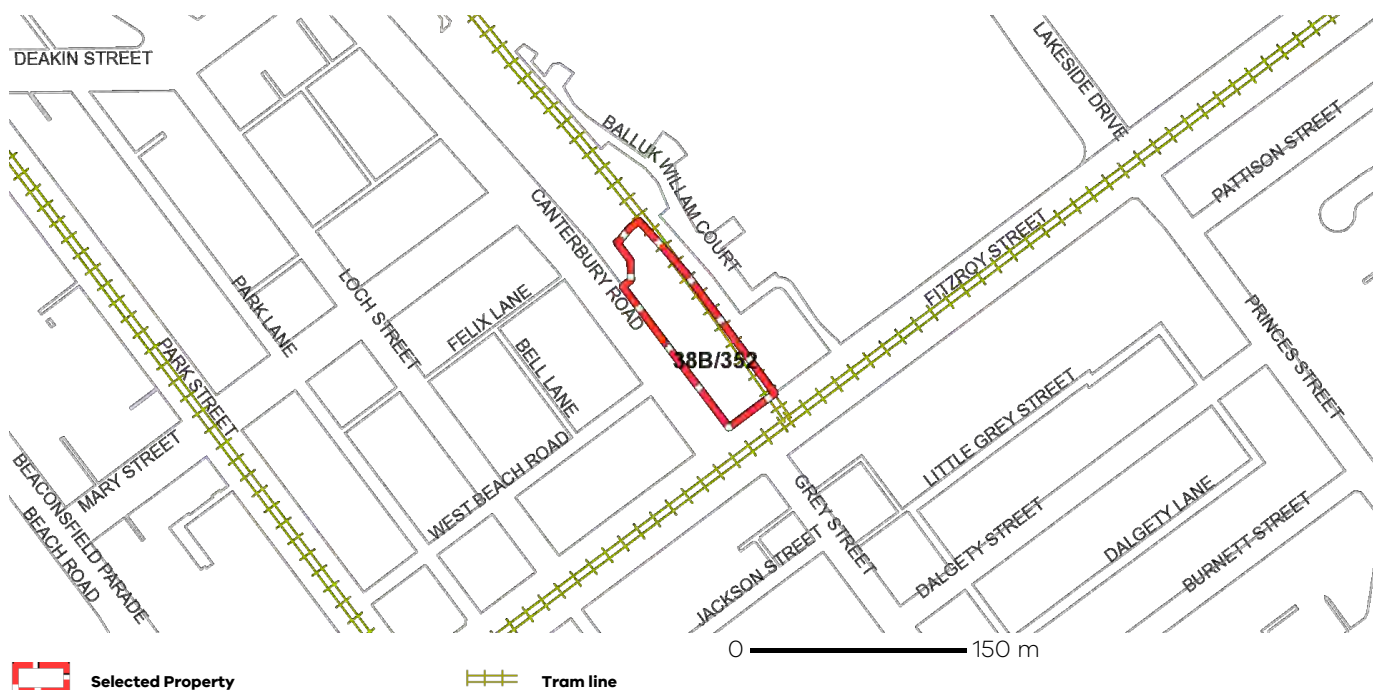
The Planning Property Report for this property can be found here - [Planning Property Report](#)

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



# PLANNING PROPERTY REPORT

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 10 May 2024 12:51 PM

## PROPERTY DETAILS

Address: **38B/352 CANTERBURY ROAD ST KILDA 3182**

Lot and Plan Number: **Lot 38B PS432208**

Standard Parcel Identifier (SPI): **38B\PS432208**

Local Government Area (Council): **PORT PHILLIP**

Council Property Number: **226377**

Planning Scheme: **Port Phillip**

Directory Reference: **Melway 2P A4**

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

[Planning Scheme - Port Phillip](#)

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **CITIPOWER**

## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **ALBERT PARK**

## OTHER

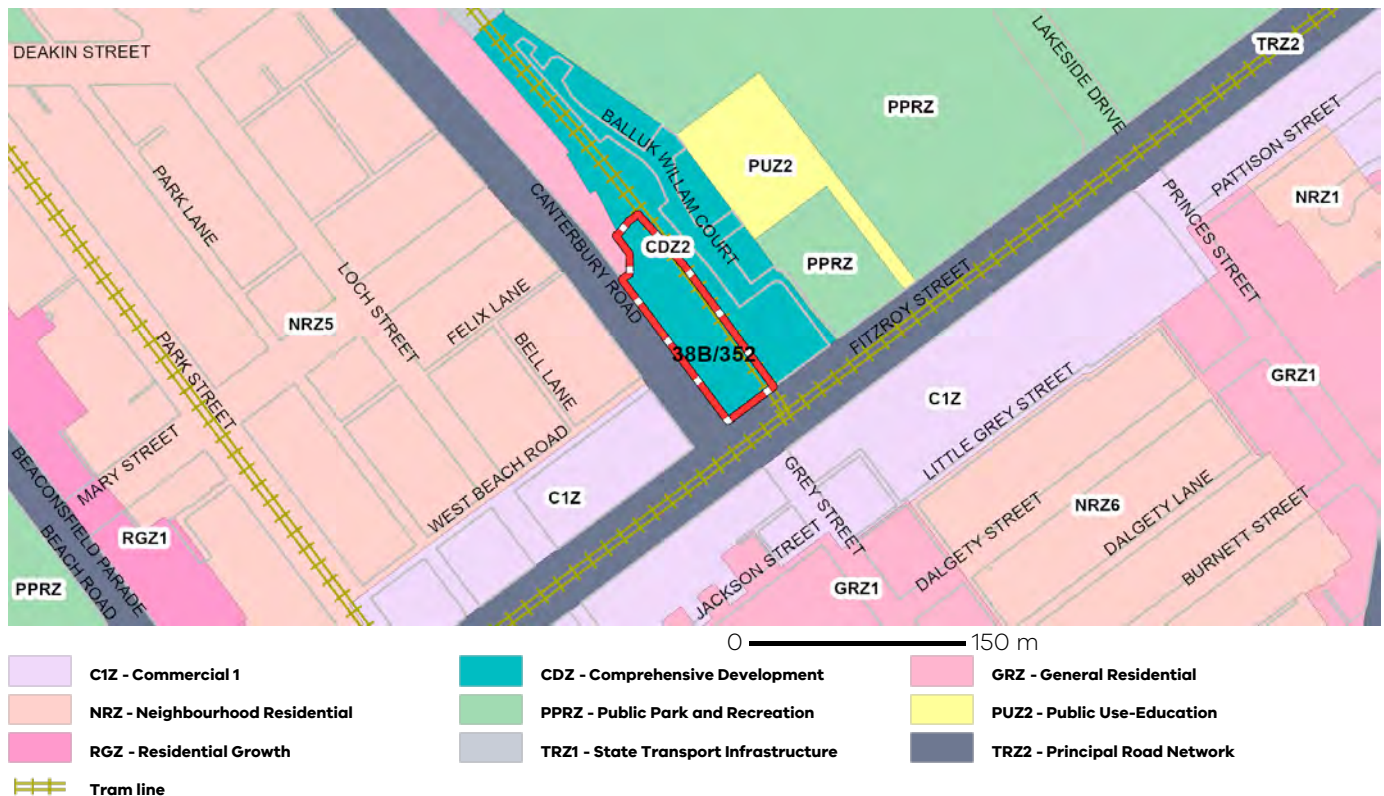
Registered Aboriginal Party: **Bunurong Land Council Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[COMPREHENSIVE DEVELOPMENT ZONE \(CDZ\)](#)

[COMPREHENSIVE DEVELOPMENT ZONE - SCHEDULE 2 \(CDZ2\)](#)



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

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

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

PLANNING PROPERTY REPORT: 38B/352 CANTERBURY ROAD ST KILDA 3182

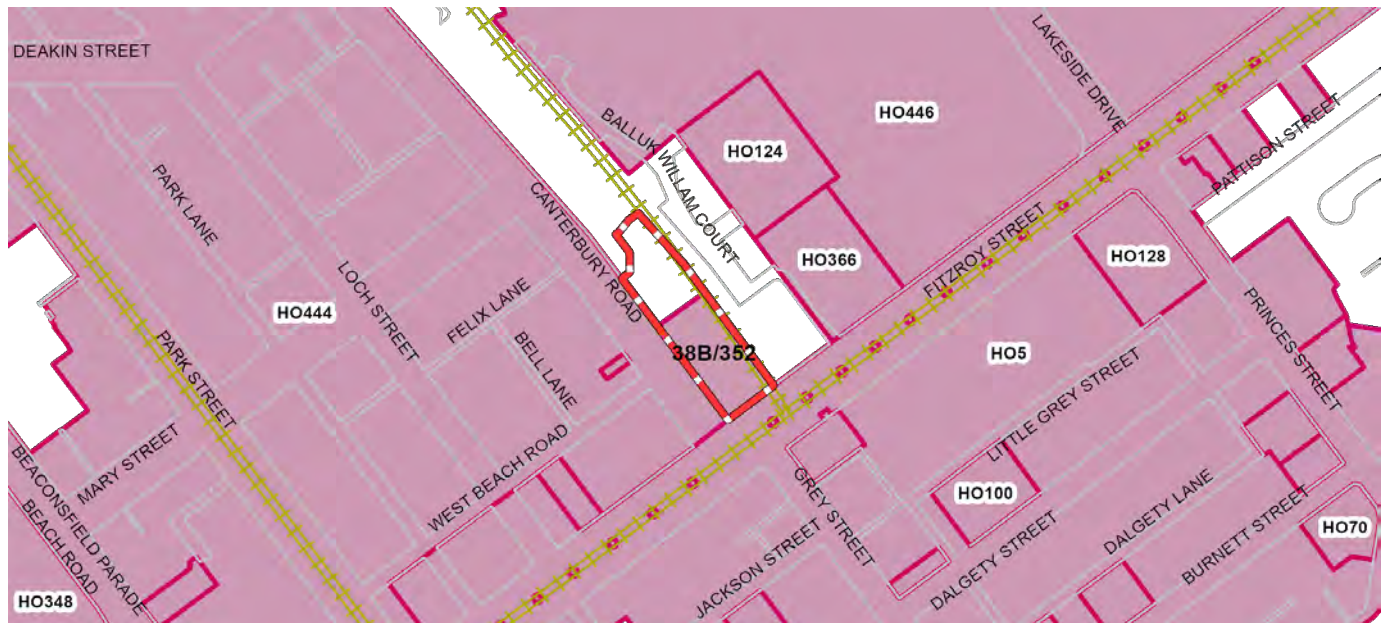
Page 1 of 6



## Planning Overlays

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

[HERITAGE OVERLAY - SCHEDULE \(HO123\)](#)



**HO - Heritage Overlay**

**Tram line**

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

### OTHER OVERLAYS

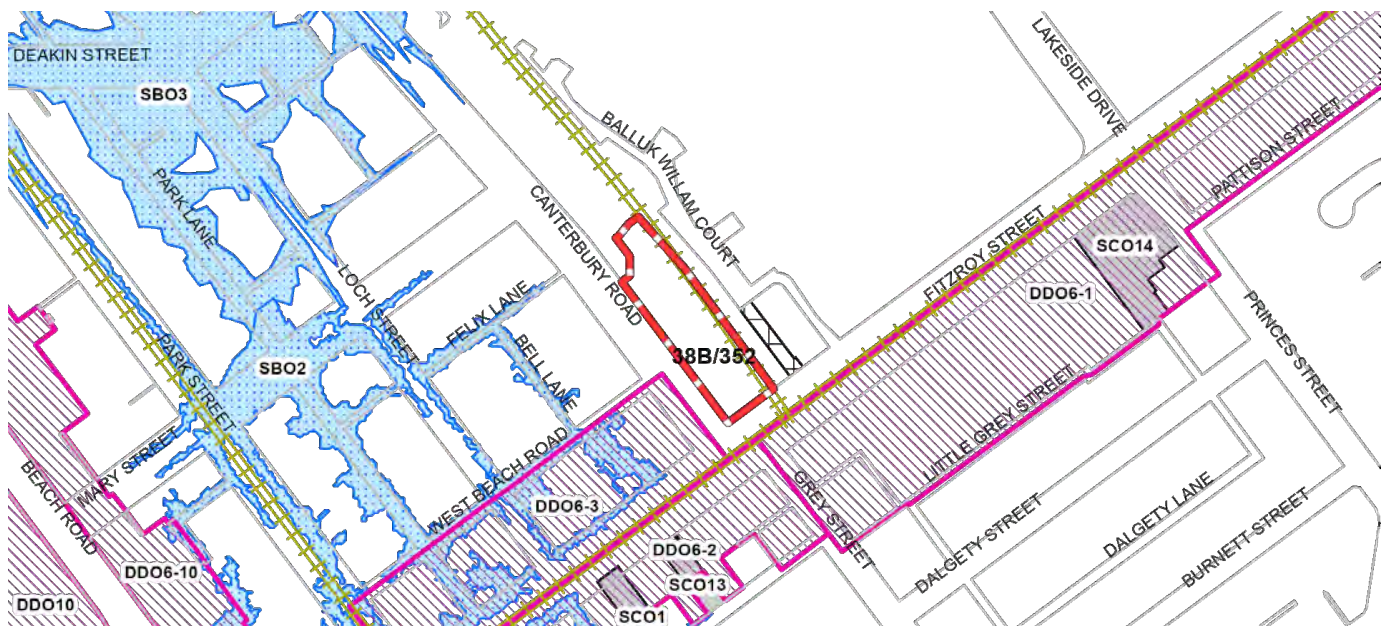
Other overlays in the vicinity not directly affecting this land

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

[ROAD CLOSURE OVERLAY \(RXO\)](#)

[SPECIAL BUILDING OVERLAY \(SBO\)](#)

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



**DDO - Design and Development Overlay**

**RXO - Road Closure Overlay**

**SBO - Special Building Overlay**

**SCO - Specific Controls Overlay**

**Tram line**

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

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

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

PLANNING PROPERTY REPORT: 38B/352 CANTERBURY ROAD ST KILDA 3182

Page 2 of 6

## Heritage Register

This property is affected by an entry on the Victorian Heritage Register.

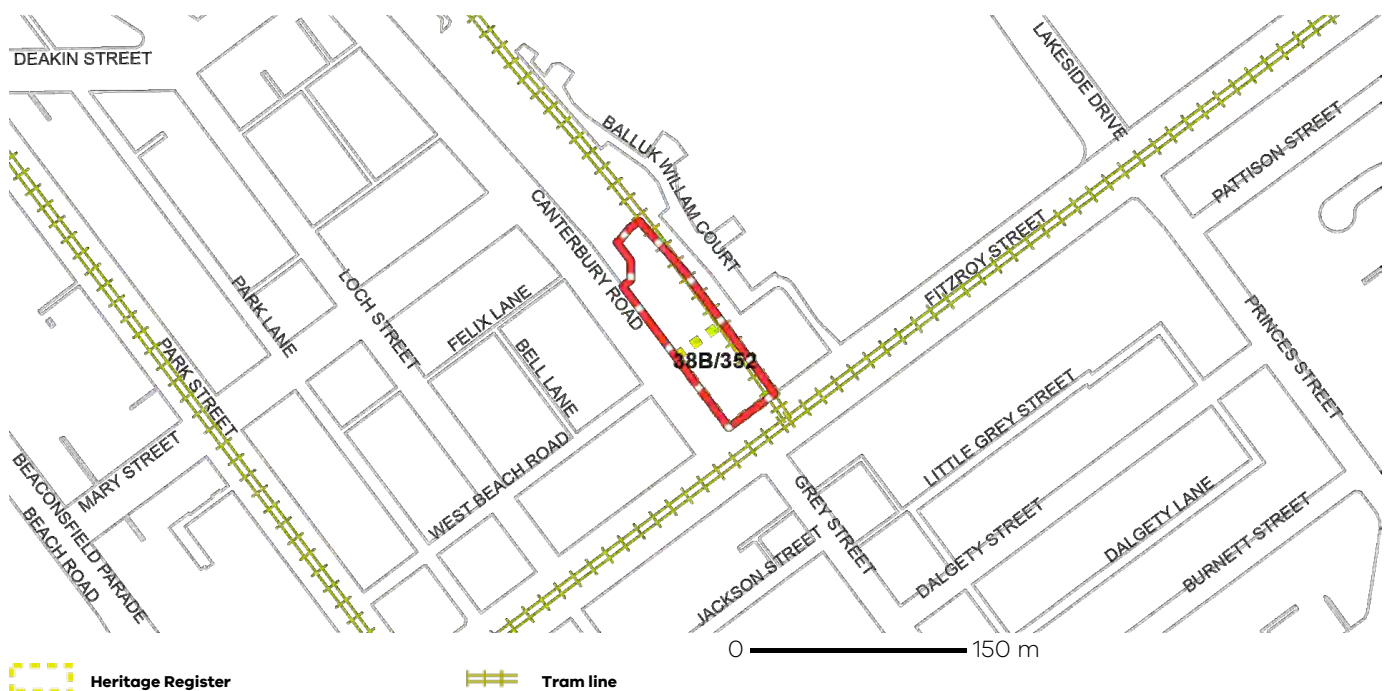
View information about [VHR Number H1719](#) - FORMER ST KILDA RAILWAY STATION COMPLEX

Heritage Register data last updated on 6 December 2023.

This report is NOT a **Heritage Certificate** issued pursuant to Section 50 of the Heritage Act 1995.  
It does not show places which may be under consideration for inclusion in the Victorian Heritage Register.

For more information on the **Victorian Heritage Register** go to [Victorian Heritage Database](#)

Other information about the heritage status of this property, how to obtain a Heritage Certificate, and any heritage approvals that may be required, may be obtained from [Heritage Victoria](#)



## Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



## Further Planning Information

Planning scheme data last updated on 7 December 2023.

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>

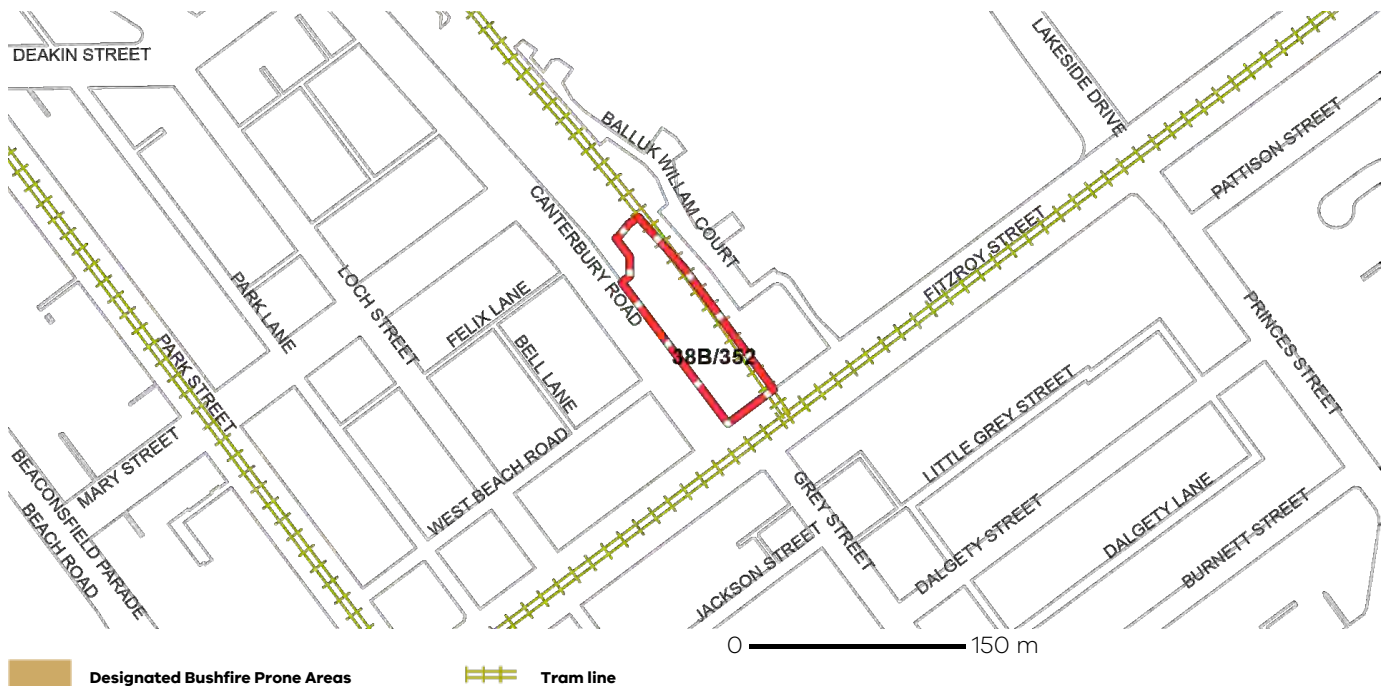


## Designated Bushfire Prone Areas

**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 \(environment.vic.gov.au\)](#)



# Rates and charges 2023-24

## 3<sup>rd</sup> Instalment notice

Want to go paperless?

Sign up today: [portphillip.enotices.com.au](http://portphillip.enotices.com.au)

D3322B287Z



ABN 21 762 977 945



E TRUCCHI & J ROMANOS  
C/- XYNERGY REALTY GROUP (OAKLEIGH)  
19 STATION STREET  
OAKLEIGH VIC 3166

027  
R0\_292190

### Property details

38B/352 CANTERBURY ROAD ST KILDA VIC 3182

Legal description Lot 38B PS432208Q V10642 F718, V10642 F718

Owner/Ratepayer Elizabeth Trucchi & John Romanos

Site value \$85,000 Capital improved value \$300,000 Net annual value \$15,000

Level of value date 01/01/2023 Effective date 01/07/2023 Ward LAKE

**Any payments made on or after 19 January 2024 may not be reflected on this notice.**

Assessment number **226377**

Date of issue **25/01/2024**

**TAX INVOICE (no GST included)**

Paying your rates

**Instalment due**

**\$194.00**

Due date **29 FEB 2024**

**Ask a question or make a request online**

📞 ASSIST 03 9209 6777

🌐 [portphillip.vic.gov.au](http://portphillip.vic.gov.au)

Scan the QR code



**National Relay Service**

If your hearing or speech is impaired use the National Relay Service.

TTY users 133 677, Speak & Listen users 1300 555 727 then ask for 03 9209 6777.

### Municipal Rates Concessions

If you have been approved by Council to receive the Municipal Rates Concessions, these rebates have been applied and reflected in the balance payable on this notice. Please refer to your 2023/24 rates, charges and valuation notice to see the full rebates granted to period ending 30 June 2024.

### Interest charges may apply on late payment

See back of notice for more details.

### Have you got a question or having difficulty paying your rates?

Please contact us immediately to discuss payment options or submit an application under hardship provisions.

### What are your payment options?

**IMPORTANT! No spaces when entering payment reference numbers**

Assessment number **226377**

Property address **38B/352 CANTERBURY ROAD ST KILDA VIC 3182**

Due date **29 FEB 2024**

Amount due **\$194.00**

#### BPAY®



**Biller Code: 356899**  
**Ref: 2026 4322 2263 777**

**Telephone & Internet Banking – BPAY®**  
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.  
More info: [www.bpay.com.au](http://www.bpay.com.au)  
© Registered to BPAY Pty Ltd ABN 69 079 137 518

#### ONLINE



🌐 [portphillip.vic.gov.au/pay-rates](http://portphillip.vic.gov.au/pay-rates)

**Ref: 2026 4322 2263 777**

View your account and pay by credit card or request to pay by direct debit.

#### PHONE



**Biller Code: 356899**  
**Ref: 2026 4322 2263 777**

📞 1300 276 468

#### IN PERSON



Pay by cash, cheque, eftpos or credit card in person at any Post Office.



\*3178 202643222263777

Payments made by card (excluding BPAY) will incur a surcharge to recover merchant fees charged to Council. To view current surcharges please refer to [portphillip.vic.gov.au/card-fees](http://portphillip.vic.gov.au/card-fees). Council will not be held responsible for transactions made to incorrect Biller Codes or Reference Numbers.



# Preparing your property for flood emergencies

## Step 1

Know your risk, check your local SES flood guide.

## Step 2

Make a plan so you know what to do in an emergency. Clean drains and gutters.

## Step 3

Check your insurance coverage. Are you covered? Do you need renters insurance?

## Step 4

Stay informed by signing up to the Vic Emergency app.

## Step 5

Store important items and documents off the ground.

## Step 6

Don't drive during storms – it only takes 15 cm of water to float a small car.

Scan the QR code



Find out more:  
[ses.vic.gov.au](https://ses.vic.gov.au)

### Change of address

The property owner must notify Council in writing of any change of postal and residential address.

[portphillip.vic.gov.au/update-your-details](https://portphillip.vic.gov.au/update-your-details)

### Postal delays

Council will not be held responsible for delays in the postal service. Where a due date falls on a public holiday or weekend, the due date shall be the next working day.

### Penalties for late payments

Amounts not paid by the due dates on this notice may be charged interest, currently 10 per cent per annum (subject to legislative change), from the due date of each overdue instalment (unless an agreement is in place).

### All payments will be allocated as follows:

- 1 Legal Costs Owning (if any)
- 2 Arrears Interest Owning (if any)
- 3 Arrears Owning (if any)
- 4 Current Owning.

### Waste charges

- Default Waste Charge for all rateable properties \$198.20
- Kerbside Food Organic Garden Organic Collection Charge for properties with this service \$66
- Annual Garbage Charge for non-rateables using Council waste collection service \$436 (additional charges may apply where multiple bins are requested)
- 240-litre waste bin surcharge \$248
- Commercial car park space and storage area waste charge \$19.80 (excludes commercial car park operators).

### Rebates

- 80-litre waste bin rebate to encourage reducing waste output \$80
- Private waste collection rebate (residential properties) \$68.

### Are you a pensioner?

Council offers rates assistance for pensioners of \$210 (maximum) in addition to a \$253.20 (maximum) State Government rebate and \$50 fixed rebate for the Fire Services Property Levy.

**Eligible cards:** Centrelink Pensioner Concession Cards and Department of Veterans' Affairs Gold Card (specifying TPI, War Widow, EDA or POW).

**Ineligible cards:** Centrelink Health Care Cards, Victorian Seniors Cards, Commonwealth Seniors Health Card, Veterans' Affairs Gold Card Dependant are NOT eligible under current DFFH guidelines.

**For further information visit** [services.dffh.vic.gov.au/municipal-rates-concession](https://services.dffh.vic.gov.au/municipal-rates-concession)



**Payments (Visa/MasterCard) & account balances:**  
southeastwater.com.au or call 1300 659 658

**Account enquiries:**  
southeastwater.com.au/enquiries or call 131 851  
Mon-Fri 8am to 6pm

**Faults and emergencies (24/7):**  
live.southeastwater.com.au or call 132 812

**Interpreter service:**  
For all languages 9209 0130  
TTY users 133 677 (ask for 131 851)

JOHN ROMASOS & ELIZABETH TRUCCHI  
C/O:XYNERGY REALTY GROUP  
19 STATION ST  
OAKLEIGH VIC 3166

Account number:	13121353
Date due:	08 May 2024
Current charges	Total due
+ \$166.60	\$166.60

Last bill	Payments received	Balance
\$166.60	— \$166.60cr =	\$0.00

Your account breakdown

Issue date	19 April 2024
Property	Unit 38b 352 Canterbury Road ST KILDA WEST VIC 3182
Property reference	10B//03759/00369
Last bill	\$166.60
Payment received	\$166.60cr
Balance brought forward	\$0.00
Our charges (no GST)	\$115.85
Other authorities' charges (no GST)	\$50.75
Total due	\$166.60

Your snapshot

Average daily cost	\$1.27
--------------------	--------

Payment options

**Direct debit**  
Set up payments at southeastwater.com.au/paymybill

**EFT (Electronic Funds Transfer)**  
BSB: 033-874    Account number: 13121353  
Account name: South East Water Corporation

**BPAY® (Up to \$20,000)**  
Biller code: 24208    Ref: 1001 3121 3500 000

**Postbillpay**  
BillpayCode: 0361    Ref: 1001 3121 3500 000  
Call 131 816    Visit: postbillpay.com.au  
Or visit an Australia Post store.

**Credit card**  
Pay by Visa or MasterCard at  
southeastwater.com.au/paymybill  
or call 1300 659 658.

**Centrepay**  
Use Centrepay to make regular deductions from  
your Centrelink payment.  
Reference number: 555 050 397J

Property ref: 10B//03759/00369  
UNIT 38B 352 CANTERBURY ROAD  
ST KILDA WEST VIC 3182



\*361 100131213500000

PN10B

Total due:	\$166.60
Account number:	13121353
Date paid:	
Receipt number:	



## Our charges

<b>Service charges</b>	For period 01/04/24 to 30/06/24	
Water service charge		<b>\$21.48</b>
Sewerage service charge		<b>\$94.37</b>
<b>Total service charges</b>		<b>\$115.85</b>
<b>Our charges</b>		<b>\$115.85</b>
<b>Other authorities' charges</b>		
	Charge	
Parks 01/04/24 to 30/06/24	\$21.21	
Waterways and Drainage charge 01/04/24 to 30/06/24	\$29.54	
<b>Total other authorities</b>	<b>\$50.75</b>	
<b>Total current charges</b>		<b>\$166.60</b>

## Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.77 million Melburnians. We've made changes to our charges as part of our 5-year commitment to you. For more details, see [southeastwater.com.au/pricing2023](https://southeastwater.com.au/pricing2023)

### Other authorities' charges

#### Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see [melbournewater.com.au](https://melbournewater.com.au). The charge is for **01/04/24 to 30/06/24**.

#### Parks charge (changed from annual to quarterly)

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see [parks.vic.gov.au/about-us/parks-charge](https://parks.vic.gov.au/about-us/parks-charge). The charge is for **01/04/24 to 30/06/24**.

## Additional information

### Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at [southeastwater.com.au/paymentsupport](https://southeastwater.com.au/paymentsupport)

### Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at [southeastwater.com.au/customer-charter](https://southeastwater.com.au/customer-charter). For a printed copy of the Charter, email [support@sew.com.au](mailto:support@sew.com.au) and we will send out a copy.

## Struggling with your water bill?

We have support options just for you.

Call **13 18 51** or visit [southeastwater.com.au/paymentoptions](https://southeastwater.com.au/paymentoptions)



**South East Water Corporation**

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia



# Struggling with your water bill?

We're here for you.



We know it can be hard to stay on top of bills, especially when they keep rolling in. Let us help. We have a range of support options just for you.

## Here are some ways we can support you:



### Flexible payment plans

Split your water bill into smaller fortnightly or monthly payments. We'll work with you to set an amount that helps you stay on top of your water bills.



### One-on-one support

If you're struggling and behind with your bills, let's chat about one-on-one support.



### Centrelink payments

Experience effortless payments with Centrelink. If you receive Centrelink payments, this free service automatically deducts from your payments to cover your water bill.

## Looking for a different option?



### More time to pay

If you're up to date with payments but need extra time to pay, no worries. You can easily request an extension online of up to two weeks.



### Concession discounts

Register your valid concession card with us to save up to \$354.10 annually. Eligible cards include:

- Health Care Card
- Pensioner Concession Card
- Veterans' Affairs Card



## Contact us

**For a confidential chat:**

**Phone:** 13 18 51

**Visit:** [southeastwater.com.au/paymentoptions](https://southeastwater.com.au/paymentoptions)

**Interpreter services:** If you need an interpreter, please call: 03 9209 0130.

Feel free to reach out anytime – we're here to help.



“

I would like to praise the person I spoke to ... as she was extremely helpful, kind, compassionate and took her time with me on the phone to help ensure I knew the correct paths to go down to resolve the stressful situation at hand. 10/10 customer service.  
– Satisfied customer

”

## How to get in touch

**Report a leak or check water interruptions**  
[mysupport.southeastwater.com.au/LIVE](https://mysupport.southeastwater.com.au/LIVE)

**Faults and emergencies** 13 28 12 (24hrs)

**Account enquiries** 13 18 51 (8am – 6pm, Mon – Fri)

**TTY users** 13 36 77 (ask for 13 18 51)

**Follow us on social for updates**



[southeastwater.com.au](https://southeastwater.com.au)

South East Water proudly acknowledges the Traditional Owners of the land on which we work and live, and pay respect to their Elders past, present and emerging. We acknowledge their songlines, cultural lore and ongoing connection to the land and water. We recognise and value the rich cultural heritage and ongoing contributions of Aboriginal people and communities in our society in Victoria.

## Need an interpreter?

إذا كنت تحتاج لمترجم، اتصل بالرقم 03 9209 0130

如需口译服务，敬请拨打：03 9209 0130

如需口譯服務，敬請撥打：03 9209 0130

Εάν χρειάζεστε διερμηνέα, επικοινωνήστε με το 03 9209 0130

Jika Anda membutuhkan seorang juru bahasa, telepon 03 9209 0130

통역사가 필요하시면 03 9209 0130 으로 연락하세요

Если вам нужен переводчик, позвоните по номеру 03 9209 0130

Si necessita un intérprete, contacte: 03 9209 0130

Nếu cần thông dịch viên, hãy gọi số 03 9209 0130



# OWNERS CORPORATION CERTIFICATE

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

**As at 9th May 2024**

## 1. OWNERS CORPORATION DETAILS

Plan Number: 432208Q2

Address of Plan: 352 CANTERBURY ROAD ST KILDA VIC 3182

Lot Number this statement relates to: 38B

Unit Number this statement relates to: 38B

Postal Address: Level 14, 575 Bourke Street Melbourne Victoria 3000

## 2. CERTIFICATE DETAILS

Vendor: John Romanos

Postal Address for Lot 38B: C/- Xynergy Realty Group  
19 Station Street Oakleigh Victoria 3166

Person requesting Certificate: Link West Conveyancing

Reference: ( Ref: VIC 3182)

E-mail: [JEFF@LINKWESTCONVEYANCING.COM.AU](mailto:JEFF@LINKWESTCONVEYANCING.COM.AU)

## 3. CURRENT ANNUAL LEVY FEES FOR LOT 38B

### ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 38B are **1,407.96 per annum** commencing on 1 July 2023.  
Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/07/23 to 30/09/23	351.99	01/07/23	Paid
01/10/23 to 31/12/23	351.99	01/10/23	Paid
01/01/24 to 31/03/24	351.99	01/01/24	Paid
01/04/24 to 30/06/24	351.99	01/04/24	Paid

### Maintenance Fund

The annual maintenance levy fees for Lot 38B are **537.22 per annum** commencing on 1 July 2023.  
Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/07/23 to 30/09/23	127.91	01/07/23	Paid
01/10/23 to 31/12/23	127.91	01/10/23	Paid
01/01/24 to 31/03/24	140.70	01/01/24	Paid
01/04/24 to 30/06/24	140.70	01/04/24	Paid

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 9th May 2024

For Plan No. 432208Q2 - Lot 38B

## 4. CURRENT LEVY POSITION FOR LOT 38B

Fund	Balance	Paid To
Administrative	0.00	30 June 2024
Maintenance Fund	0.00	30 June 2024
<b>BALANCE</b>	<b>0.00</b>	

## 5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 38B.

## 6. OTHER CHARGES

There are currently no additional charges payable by Lot 38B that relate to work performed by the owners corporation or some other act that incurs additional charge.

## 7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 9 May 2024:

Account / Fund	Amount
<b>TOTAL FUNDS HELD AS AT 9 MAY 2024</b>	<b>\$206,731.88</b>

## 8. INSURANCE

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

### Policy

Policy No.	See OC 1
Expiry Date	3-July-2024
Insurance Company	CHU/QBE COMMUNITYSURE
Broker	Body Corporate Brokers Pty Ltd (VIC)
Premium	0.00

### Cover Type

Building Catastrophe	\$18,351,448
Common Area Contents	\$611,715
Damage (i.e. Building) Policy	\$61,171,494
Fidelity Guarantee Insurance	\$250,000
Flood	Insured
Loss of Rent	\$9,175,724
Machinery Breakdown Insurance	\$50,000
Office Bearers Liability Insurance	\$10,000,000
Property, Death and Injury (Public Liability)	\$30,000,000
Voluntary Workers Insurance	\$300,000/\$3,000



# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 9th May 2024

For Plan No. 432208Q2 - Lot 38B

## 9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

## 10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
24/10/2023	BCS (VIC) PTY LTD	Current	Management Agreement

## 11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

## 12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

Date of Agreement	Name of Service Provider	Agreement provided to	Status	Brief Description
01/09/2023	Primary Contact, Kone Elevators Pty Ltd (All St	Occupiers	Current	Lift maintenance contract

## 13. NOTICES OR ORDERS

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

## 14. CURRENT OR FUTURE PROCEEDINGS

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

## 15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

## OWNERS CORPORATION CERTIFICATE

(Continued)

As at 9th May 2024

For Plan No. 432208Q2 - Lot 38B

### 16. PROFESSIONAL MANAGER DETAILS

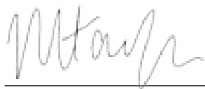
Name of Manager: Body Corporate Services (VIC) Pty Ltd  
ABN / ACN: 35079654103  
Address of Manager: Level 14, 575 Bourke Street Melbourne Victoria 3000  
Telephone: 96161699  
Facsimile:  
E-mail Address: [bcs\\_melbourne@bcssm.com.au](mailto:bcs_melbourne@bcssm.com.au)

### 17. ADDITIONAL INFORMATION

Nil.

### SIGNING

The common seal of Plan No. 432208Q2, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Maddie Taylor/RT  
Company: Body Corporate Services (VIC) Pty Limited  
Address of registered office: Level 14, 575 Bourke Street Melbourne Victoria 3000

09/05/2024

Date



Common Seal  
of Owners Corporation

ABN: 78293471583  
352 CANTERBURY ROAD  
ST KILDA VIC 3182

Accounts: 1300889227  
Enquiries: 96161699  
Body Corporate Services (VIC) Pty Ltd

Link West Conveyancing

9th May 2024

Dear Link West Conveyancing

**Re: OWNERS CORPORATION CERTIFICATE - LOT 38B, PLAN NO. 432208Q2**

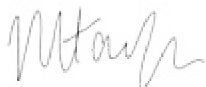
In response to your request, we now attach an Owners Corporation Certificate for Lot 38B in Plan No. 432208Q2 dated 9th May 2024. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

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

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

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

Yours faithfully



Registered Manager

Full name: Maddie Taylor/RT  
Company: Body Corporate Services (VIC) Pty Limited  
Address of registered office: Level 14, 575 Bourke Street Melbourne  
Victoria 3000

09/05/2024

Date

Owners Corporation for Plan No. 432208Q2

352 CANTERBURY ROAD ST KILDA VIC 3182  
ABN/ACN 78293471583

DEBTOR STATEMENT - LOT: 38B

OWNER: John Romanos

For the period 1 Jul 2023 to 30 Jun 2024 - sorted by Due Date

Levy Account

Due Date	Issue Date	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Maint Fund	BALANCE
01-07-23	18-05-23			Levies - normal (interim)	01-07-23 to 30-09-23	-351.99		-351.99
01-07-23	18-05-23			Levies - normal (interim)	01-07-23 to 30-09-23		-127.91	-479.90
		20-07-23	TRANSFER	Payment 479.90		351.99	127.91	0.00
		29-08-23	TRANSFER	Payment 479.90		351.99	127.91	479.90
01-10-23	18-08-23			Levies - normal (interim)	01-10-23 to 31-12-23	-351.99		127.91
01-10-23	18-08-23			Levies - normal (interim)	01-10-23 to 31-12-23		-127.91	0.00
		07-12-23	TRANSFER	Payment 492.69		351.99	140.70	492.69
01-01-24	19-11-23			Levies - normal	01-01-24 to 31-03-24	-351.99		140.70
01-01-24	19-11-23			Levies - normal	01-01-24 to 31-03-24		-140.70	0.00
		15-03-24	TRANSFER	Payment 492.69		351.99	140.70	492.69
01-04-24	17-02-24			Levies - normal	01-04-24 to 30-06-24		-140.70	351.99
01-04-24	17-02-24			Levies - normal	01-04-24 to 30-06-24	-351.99		0.00
Balance as at 9 May 2024						0.00	0.00	0.00
* Invoice is a debt to the Lot						TOTAL ADMIN	TOTAL MAINT	TOTAL BALANCE
^ Invoice is a debt to the Sundry Debtor								
\$						0.00	0.00	0.00

## **Schedule 2—Model rules for an owners corporation**

Regulation 11

### **1 Health, safety and security**

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

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

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

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

#### **1.3 Waste disposal**

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

#### **1.4 Smoke penetration**

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by

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

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

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

### **1.5 Fire safety information**

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

## **2 Committees and sub-committees**

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

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

## **3 Management and administration**

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

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

- (3) Subrule (2) does not apply if the concession or rebate—
- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

#### **4 Use of common property**

##### **4.1 Use of common property**

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

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

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

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

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

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

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

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



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

## **5 Lots**

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

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

#### **Example**

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

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

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

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

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

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

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

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

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

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

## **6 Behaviour of persons**

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

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

### **6.2 Noise and other nuisance control**

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

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

## **7 Dispute resolution**

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

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

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

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

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

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

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

# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

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

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

## How are decisions made by an owners corporation?

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

## Owners corporation rules

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

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

## Lot entitlement and lot liability

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

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

## Further information

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

## Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

**ADDITIONAL RULES – 60 FITZROY STREET, ST KILDA – P.S. 432208Q**

**BODY CORPORATE RULES**

**Body Corporate No. 1 & 2**

**1. DEFINITIONS**

In these rules:

- (a) "Act" means the Subdivision Act 1988;
- (b) "Building" means the building constructed on the Land;
- (c) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (d) "Land" means the whole of the land described in the Plan;
- (e) "Manager" means the person for the time being appointed by the body corporate as its manager or if no person is for the time being appointed, the secretary of the body corporate;
- (f) "Plan" means Plan of Subdivision No. P.S. 432208Q
- (g) "Retail Lot" means any of Lot numbers 195, 196 ,197, 199, 301, 302, 303, 304, 305, 306, 307, 308 and 309 on the Plan.
- (h) "Residential Lot" means any of Lot numbers not specified in 1(g) above on the plan
- (i) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a Lot or the common property;
- (j) Unless the context otherwise requires –
  - (vii) headings are for convenience only,
  - (vii) words importing a gender include any gender,
  - (vii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency,
  - (vii) 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,
  - (vii) 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 issues under that statute,
  - (vii) a reference to a body corporate includes any elected committee of the body corporate, and
  - (vii) a reference to a thing includes part of that thing; and

- (k) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate 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.

## **PRECEDENCE OF RULES**

In so far as these Additional Rules are capable of applying to the common property owned by Body Corporate 3 on the Plan or to a Retail Lot, then to the extent that these Additional Rules conflict with the additional rules created from time to time by the members of Body Corporate No 3 on the Plan the additional rules created from time to time by body corporate No 3 will take precedence over these Additional Rules.

## **2. SUPPORT AND PROVISION OF SERVICES**

- 2.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a Lot must not:

- 2.1.1 do anything or permit anything to be done on or in relation to that 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 or occupier of a Residential Lot must not install a safe or other item of greater mass than 100 kg or producing a floor loading of greater than 150 kg per square metre when full without the written consent of the body corporate.

## **3. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS**

- 3.1 A proprietor or occupier of a Lot must not:

- 3.1.1 Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of Lots or their families or visitors;
- 3.1.2 Make or permit to be made any undue noise in or about the common property or any Lot affected by the body corporate;
- 3.1.3 Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of midnight and 8:00am;
- 3.1.4 Create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using common property; or
- 3.1.5 Obstruct the lawful use of common property by any person.
- 3.1.6 Without limiting the generality of the foregoing, use hammer drills or jack hammers in a Lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.

- 3.2 A proprietor or occupier of a Lot when on common property or on any part of a Lot so as to be visible from another Lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another Lot or to any person lawfully using common property.
- 3.3 A proprietor or occupier of a Lot must not smoke in the stairwells, lifts, foyers, carpark, carpark lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the body corporate or its Manager may designate from time to time.
- 3.4 A proprietor or occupier of a Lot must not permit any child under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
- 3.5 A proprietor or occupier of a Lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

#### **4. CLEANING OF A LOT**

- 4.1 A proprietor or occupier of a Lot must keep that Lot clean and in good repair.

#### **5. DAMAGE TO COMMON PROPERTY**

- 5.1 A proprietor or occupier of a Lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.

#### **6. MOVING OF CERTAIN ARTICLES**

- 6.1 A proprietor or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.
- 6.2 A proprietor or occupier of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager.
- 6.3 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 or occupier of the Lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the Lot will be liable for any damage caused to the common property arising from the movement of the article.
- 6.4 Without limiting the generality of the foregoing rules, a proprietor or occupier of a Residential Lot must not move articles likely to cause damage through the main entrance lobby or any other foyer. These items must be moved via the car park.

#### **7. INTERFERENCE WITH COMMON PROPERTY**

- 7.1 A proprietor or occupier of a Lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 7.2 A proprietor or occupier of a Lot must not, without the written authority of the body corporate or its Manager, interfere with the operation of any plant and equipment owned by the body corporate.



- 7.3 A proprietor or occupier of a Residential Lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that Lot without the prior written consent of the body corporate.
- 7.4 A proprietor or occupier of a Lot must not install a storage cage nor permit the installation of covering to any storage cages other than as permitted by the body corporate or as per the specifications agreed by the Committee of Management.
- 7.5 A proprietor or occupier of a Lot must not modify any television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the body corporate.
- 7.6 A proprietor or occupier of a Lot must not modify or install any video/intercom unit without the prior written consent of the Manager and on the proviso that the contractor specified by the Manager is used. Once installed, the video/intercom unit becomes the property of the body corporate and cannot be removed even after the property has been sold.
- 7.7 A proprietor or occupier of a Lot must not use that part of a Lot designed for use as a car parking space for any other purpose without the written consent of the body corporate.

#### **8. SECURITY OF COMMON PROPERTY**

- 8.1 A proprietor or occupier 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 Building.

#### **9. NOTIFICATION OF DEFECTS**

- 9.1 A proprietor or occupier of a Lot must promptly notify the body corporate or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

#### **10. COMPENSATION TO BODY CORPORATE**

- 10.1 The proprietor or occupier of a Lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

#### **11. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL**

- 11.1 The body corporate may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:-
  - 11.1.1 close off any part of the common property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;
  - 11.1.2 permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and
  - 11.1.3 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots

- 11.2 A proprietor and occupier of a Lot must abide by any actions taken by the body corporate in accordance with this rule 11.1.

## **12. SECURITY KEYS**

- 12.1 The body corporate may charge a reasonable fee for any additional Security Key required by a proprietor.
- 12.2 A proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security key available for use by any occupier 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 body corporate.
- 12.3 A proprietor or occupier of a Lot in possession of a Security Key must not without written consent from the body corporate 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 or occupier and is not disposed of otherwise than by returning it to the proprietor or the body corporate.
- 12.4 A proprietor or occupier of a Lot must promptly notify the body corporate if a Security Key issued to him is lost or destroyed.

## **13. GARBAGE**

- 13.1 A proprietor or occupier of a Lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 13.2 A proprietor or occupier of a Lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:
- 13.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;
  - 13.2.2 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate; and
  - 13.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the designated garbage areas, and;
  - 13.2.4 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

## **14. CONSENT OF BODY CORPORATE**

- 14.1 A consent given by the body corporate 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 or occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

## **15. STORAGE OF FLAMMABLE LIQUIDS**

- 15.1 A proprietor or occupier of a Lot must not:
- 15.1.1 except with the written consent of the body corporate, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or



- 15.1.2 do or permit anything which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.
- 15.1.3 Nothing in rule 15.1 prohibits the proprietor or occupier of a Lot used as a restaurant or café or for other commercial purposes storing on that Lot or the common property any flammable chemical liquid or gas for use in that business.

## **16. PETS AND ANIMALS**

- 16.1 A proprietor or occupier of a Lot must not keep any animal on common property after being given notice by the body corporate to remove such animal after the body corporate has resolved that the animal is causing a nuisance.
- 16.2 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on common property such as gardens, paths and grass areas.
- 16.3 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the common property.
- 16.4 A proprietor or occupier of a Lot must ensure that no animals are allowed in the garden area. A proprietor or occupier of a Lot must ensure that animals enter and leave the property through the car park entrance or fire stairs and not through the main entrance lobby unless carried.

## **17. COMPLAINTS AND APPLICATIONS**

- 17.1 Any complaint or application to the body corporate must be addressed in writing to the Manager, or where there is no Manager, the secretary of the body corporate.

## **18. VEHICLES ON COMMON PROPERTY**

- 18.1 A proprietor or occupier of a Lot must not park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a Lot, or in any place other than in a parking areas specified by the body corporate for such purpose by the body corporate;
- 18.2 A proprietor or occupier 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 body corporate and the body corporate reserves the right to remove offending vehicles, trailers or motor cycles.
- 18.3 A proprietor or occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their Lot and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property or their Lot after due notice has been served.

## **19. STORAGE OF BICYCLES**

- 19.1 A proprietor or occupier of a Lot must not:
  - 19.1.1 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the body corporate or its Manager for such purpose and fitted with bicycle racks from time to time;

- 19.1.2 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 body corporate or its Manager from time to time.

## **20. INSURANCE PREMIUMS**

- 20.1 A proprietor or occupier of a Lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

## **21. FIRE CONTROL**

- 21.1 A proprietor or occupier 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.
- 21.2 A proprietor or occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.
- 21.3 A proprietor or occupier 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.

## **22. SIGNS, BLINDS AND AWNINGS**

- 22.1 A proprietor or occupier of a Lot must not erect or affix any sign or notice to any part of the common property or inside their Lot.
- 22.2 A proprietor or occupier of a Residential Lot must not install or permit the installation of any window coverings other than cream backed blinds or venetians, natural timber venetians or charcoal blinds or venetians, (vertical blinds are not permitted). I.e. The only colours which can be seen from the exterior of the building are cream, natural timber or charcoal, or such other window coverings permitted by the body corporate from time to time.
- 22.3 A proprietor or occupier of a Residential Lot must not install or permit the installation, any awnings or external blind to their Lot or the common property other than as approved by the body corporate.

## **23. APPEARANCE OF A LOT**

- 23.1 Without limiting any other of these rules, a proprietor or occupier of a Lot must not:
- 23.1.1 without prior written consent of the body corporate maintain inside a Residential Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;
  - 23.1.2 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 body corporate;
  - 23.1.3 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 Building;
  - 23.1.4 without the prior written consent of the body corporate attach to or hang from the exterior of the Lot any aerial or any security device or wires;
  - 23.1.5 install or operate any intruder alarm which emits an audible signal;

- 23.1.6 allow any glazed portions of the Residential 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; and
- 23.1.7 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.
- 23.1.8 install any air conditioning unit in a Residential Lot other than on a balcony where the pipework cannot be seen on the exterior of the building i.e. must be internally plumbed, the condenser unit must be isolated from structure to ensure no reverberation occurs, discharge of excess water from the condenser must be properly plumbed so as not to interfere with the residents or the footpath below. Roof air conditioning units are an option on the basis that the correct Town Planning Approval is obtained, so as not to obstruct views from adjoining properties. All units must comply with EPA guidelines. Any work requiring common area access, i.e. cranes, scissor lifts etc., will require approval from the Body Corporate and must indemnify the Body Corporate to their satisfaction prior to attending the site.
- 23.1.9 install any pipes, wiring, cables or the like to the external face of the Building.

#### **24. PAINTING, FINISHING, ETC**

- 24.1 A proprietor or occupier 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.

#### **25. CLOTHES DRYING AND APPEARANCE OF A LOT**

- 25.1 A proprietor or occupier 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 written consent of the body corporate.
- 25.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the body corporate.
- 25.3 A proprietor or occupier of a Lot must not place, display or hang any chattel or item (including, without limitation, any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property and the Lot without the consent of the body corporate.

#### **26. COMPLIANCE WITH RULES BY INVITEES**

- 26.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.
- 26.2 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.

#### **27. COMPLIANCE WITH LAWS**

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

- 27.2 A proprietor or occupier of a Lot must not use or permit a Lot affected by the body corporate to be used for any purpose that may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any Lot or the families or visitors of any such member or occupier;

**28. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS**

- 28.1 A proprietor or occupier 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 body corporate to a third party from time to time.

**29 BUILDING WORKS**

- 29.1 A proprietor or occupier of a Residential Lot must not undertake any building works within or about or relating to a body corporate member's Lot except in accordance with the following requirements:

29.1.1 Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the body corporate and then strictly in accordance with those permits approvals and consents and any conditions thereof;

29.1.2 The proprietor or occupier 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 Lot owners and occupiers;

- 29.2 The proprietor or occupier of a Lot must not proceed with any such works until the proprietor or occupier:

29.2.1 Submits to the body corporate plans and specifications of any works proposed by the proprietor or occupier 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; and

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

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

29.2.4 Pays such reasonable costs to the body corporate;



- 29.3 The proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the body corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;
- 29.4 Without limiting the generality of sub-paragraph (iv) the proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 29.4.1 building materials must not be stacked or stored in the front side or rear of the Building;
  - 29.4.2 scaffolding must not be erected on the common property or the exterior of the Building;
  - 29.4.3 construction work must comply with all laws of the relevant Government Agencies;
  - 29.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state
  - 29.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- 29.5 Before any of the proprietor or occupier's works commence the proprietor or occupier must:
- 29.5.1 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 body corporate; and
  - 29.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate;
- 29.6 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the body corporate in the case of common property;
- 29.7 The proprietor or occupier of a Lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the body corporate may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying;

- 29.8 The proprietor or occupier of a Lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the body corporate's election) to reimburse to the body corporate the cost incurred or to be incurred by the body corporate in making good any such damage.

### **30 CONDUCT OF MEETING**

- 30.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

### **31 SELLING AND LEASING**

- 31.1 A proprietor or occupier of a Lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the body corporate.
- 31.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the body corporate.

### **32 USE OF APPURTENANCES**

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

### **33 INFECTIOUS DISEASES**

- 33.1 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 the body corporate and shall pay to the body corporate 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.

### **34. ACCESS TO LOTS**

- 34.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the body corporate or the committee of the body corporate and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Lot owner in cases where such leakage or defect is due to any act or default of the said Lot owner of his or her invitees). The committee of the body corporate, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Lot owner or occupier as is reasonable in the circumstances.

### **35. RECOVERY OF BODY CORPORATE CONTRIBUTION FEES/LEGAL COSTS**

- 35.1 The member shall pay on demand by the body corporate all legal costs on a solicitor-own client basis which the body corporate pays, incurs or expends in consequence of any default by the member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of body corporate contribution fees.



### **36. PENALTY INTEREST**

- 36.1 The Body Corporate will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

### **37. RESIDENTS MOVING IN OR VACATING**

- 37.1 Residents intending to move furniture in or out of a Residential Lot must not:

37.1.1 do so without notifying the Manager at least 48 hours prior to the proposed move and receiving approval from the Manager for the day and time in order to coordinate the movement of removalists and tradesmen and to protect lifts, etc.

- 37.2 Residents moving furniture in or out at any time must not:

37.2.1 permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Manager.

37.2.2 permit any furniture or items to access or exit the building other than the car park. Absolutely no movement is to be through the main entrance lobby.

37.2.3 permit any vehicles to restrict access to the car park.

37.2.4 conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.

37.2.5 place any furniture or items in a lift other than that specified by the Manager and notwithstanding 37.1.1 until protective covers have been placed in the lift by the Manager.

37.2.6 either themselves or permit any removalist to allow furniture or items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door.

37.2.7 damage the lifts in any way or lobbies or any area nor leave rubbish papers or other detritus along the path of the move. The occupier must ensure that carriers do not leave empty boxes or cartons in the building. At the completion of the move in or out the Manager will inspect the lifts, lobbies and common property for damage, marking or detritus and will if any is found notify the resident of amount payable in rectification. The amount must be paid to the body corporate promptly.

37.2.8 conduct the operation in other than a quick and timely manner.

- 37.3 A proprietor of a Lot must not permit tenants or occupiers to avoid paying the cost of damage referred to in 37.2.7. If the amount is not paid within 7 days, the proprietor will become liable to the body corporate for the amount.

## **Metropol Owners Corporations 1 & 2 Consolidated Rules As at 31 December 2007**

These are the consolidated rules for Metropol Owners Corporations 1 & 2 effective from 31 December 2007 as a consequence of the commencement of the Owners Corporation Act 2006. These consolidated rules have been prepared by TEYS Legal Pty Limited as an aid to understanding an opinion given by TEYS Legal Pty Limited to the owners corporations of Metropol on 2 May 2008.

### **Schedule 1**

#### **Metropol Owners Corporations 1 & 2 standard rules effective from 31 December 2007**

(Regs 104 and 219 Subdivision (Owners Corporation) Regulations 2001 and paragraph 5 Schedule 2 Owners Corporations Act 2006)

#### **Use of common property and lots**

A member must not, and must ensure that the occupier of a member's lot does not –

- (a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent the use by other members or occupants of lots or their families or visitors;
- (b) park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any other than in a parking area specified for such purpose by the Owners Corporation;
- (c) use or permit a lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier or any lot or the families or visitors of any such member or occupier;
- (d) make or permit to be made any undue noise in or about the common property or any lot affected by the Owners Corporation;
- (e) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 am;
- (f) keep any animal on the common property after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance.

## Schedule 2

### Metropol Owners Corporations 1 & 2 additional rules effective from 31 December 2007

(Passed at the inaugural meeting of Metropol and therefore valid from 31 December 2007 except to the extent of inconsistencies with the new laws as noted in italics below: Section 140 (b) Owners Corporations Act 2006)

#### 1. DEFINITIONS

In these rules:

- (a) **"Act"** (*intentionally deleted*)

*Note: the definition of "Act" must be amended to read as follows:*

*"Act" means the Owners Corporation Act 2006 and includes the Regulations made under the provisions of the Act amended from time to time.*

- (b) "Building" means the building constructed on the Land;
- (c) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (d) "Land" means the whole of the land described in the Plan;
- (e) "Manager" means the person for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (f) "Plan" means Plan of Subdivision No. P.S. 432208Q
- (g) "Retail Lot" means any of Lot numbers 195, 196, 197, 199, 301, 302, 303, 304, 305, 306, 307, 308 and 309 on the Plan.
- (h) "Residential Lot" means any of Lot numbers not specified in 1(g) above on the plan
- (i) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a Lot or the common property;
- (j) Unless the context otherwise requires –
- (vii) headings are for convenience only,

- (vii) words importing a gender include any gender,
- (vii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency,
- (vii) 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,
- (vii) 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 issues under that statute,
- (vii) a reference to a Owners Corporation includes any elected committee of the Owners Corporation, and
- (vii) a reference to a thing includes part of that thing; and
- (k) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

## **PRECEDENCE OF RULES**

In so far as these Additional Rules are capable of applying to the common property owned by Owners Corporation 3 on the Plan or to a Retail Lot, then to the extent that these Additional Rules conflict with the additional rules created from time to time by the members of Owners Corporation No 3 on the Plan the additional rules created from time to time by Owners Corporation No 3 will take precedence over these Additional Rules.

## **2. SUPPORT AND PROVISION OF SERVICES**

2.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a proprietor or occupier of a Lot must not:

2.1.1 do anything or permit anything to be done on or in relation to that 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 or occupier of a Residential Lot must not install a safe or other item of greater mass than 100 kg or producing a floor loading of greater than 150 kg per square metre when full without the written consent of the Owners Corporation.

### **3. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS**

3.1 A proprietor or occupier of a Lot must not:

- 3.1.1 Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of Lots or their families or visitors;
- 3.1.2 Make or permit to be made any undue noise in or about the common property or any Lot affected by the Owners Corporation;
- 3.1.3 Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of midnight and 8:00am;
- 3.1.4 Create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using common property; or
- 3.1.5 Obstruct the lawful use of common property by any person.

3.2 Without limiting the generality of the foregoing, use hammer drills or jack hammers in a Lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.

3.3 A proprietor or occupier of a Lot when on common property or on any part of a Lot so as to be visible from another Lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another Lot or to any person lawfully using common property.

3.4 A proprietor or occupier of a Lot must not smoke in the stairwells, lifts, foyers, carpark, carpark lobbies, loading docks, areas set aside for plant and storage, forming part of

the common property or such other parts of the common property as the Owners Corporation or its Manager may designate from time to time.

- 3.5 A proprietor or occupier of a Lot must not permit any child under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
- 3.6 A proprietor or occupier of a Lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

#### **4. CLEANING OF A LOT**

- 4.1 A proprietor or occupier of a Lot must keep that Lot clean and in good repair.

#### **5. DAMAGE TO COMMON PROPERTY**

- 5.1 A proprietor or occupier of a Lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.

#### **6. MOVING OF CERTAIN ARTICLES**

- 6.1 A proprietor or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.
- 6.2 A proprietor or occupier of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager.
- 6.3 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 or occupier of the Lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the Lot will be liable for any damage caused to the common property arising from the movement of the article.
- 6.4 Without limiting the generality of the foregoing rules, a proprietor or occupier of a Residential Lot must not move articles likely to cause damage through the main entrance lobby or any other foyer. These items must be moved via the car park.

#### **7. INTERFERENCE WITH COMMON PROPERTY**

- 7.1 A proprietor or occupier of a Lot must not, without the prior written consent of the

Owners Corporation, remove any article 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 are used only for their intended use and not damaged.

- 7.2 A proprietor or occupier 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.
- 7.3 A proprietor or occupier of a Residential Lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.
- 7.4 A proprietor or occupier of a Lot must not install a storage cage nor permit the installation of covering to any storage cages other than as permitted by the Owners Corporation or as per the specifications agreed by the Committee of Management.
- 7.5 A proprietor or occupier of a Lot must not modify any television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the Owners Corporation.
- 7.6 A proprietor or occupier of a Lot must not modify or install any video/intercom unit without the prior written consent of the Manager and on the proviso that the contractor specified by the Manager is used. Once installed, the video/intercom unit becomes the property of the Owners Corporation and cannot be removed even after the property has been sold.
- 7.7 A proprietor or occupier of a Lot must not use that part of a Lot designed for use as a car parking space for any other purpose without the written consent of the Owners Corporation.

## **8. SECURITY OF COMMON PROPERTY**

- 8.1 A proprietor or occupier 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 Building.

## **9. NOTIFICATION OF DEFECTS**

- 9.1 A proprietor or occupier of a Lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation.

**10. COMPENSATION TO OWNERS CORPORATION**

- 10.1 The proprietor or occupier of a Lot shall 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 occupier or their respective tenants, licensees or invitees.

**11. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL**

- 11.1 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:-

11.1.1 close off any part of the common property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;

11.1.2 permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and

- 11.2 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots.

- 11.3 A proprietor and occupier of a Lot must abide by any actions taken by the Owners Corporation in accordance with this rule 11.1.

**12. SECURITY KEYS**

- 12.1 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a proprietor.

- 12.2 A proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security key available for use by any occupier 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.

- 12.3 A proprietor or occupier of a Lot in possession of a Security Key must not without 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 or occupier and is not disposed of otherwise than by returning it to the proprietor or the Owners Corporation.

- 12.4 A proprietor or occupier of a Lot must promptly notify the Owners Corporation if a Security Key issued to him is lost or destroyed.

### **13. GARBAGE**

- 13.1 A proprietor or occupier of a Lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

- 13.2 A proprietor or occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:

13.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;

13.2.2 recyclable items, without limitation, 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; and

13.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the designated garbage areas, and;

13.2.4 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

### **14. CONSENT OF OWNERS CORPORATION**

- 14.1 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 or occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

### **15. STORAGE OF FLAMMABLE LIQUIDS**

- 15.1 A proprietor or occupier of a Lot must not:

15.1.1 except with the written consent of the Owners Corporation, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor

vehicle; or

15.1.2 do or permit anything which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

15.1.3 Nothing in rule 15.1 prohibits the proprietor or occupier of a Lot used as a restaurant or café or for other commercial purposes storing on that Lot or the common property any flammable chemical liquid or gas for use in that business.

## **16. PETS AND ANIMALS**

16.1 A proprietor or occupier of a Lot must not keep any animal on common property after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance.

16.2 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on common property such as gardens, paths and grass areas.

16.3 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the common property.

16.4 A proprietor or occupier of a Lot must ensure that no animals are allowed in the garden area. A proprietor or occupier of a Lot must ensure that animals enter and leave the property through the car park entrance or fire stairs and not through the main entrance lobby unless carried.

## **17. COMPLAINTS AND APPLICATIONS**

17.1 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.

## **18. VEHICLES ON COMMON PROPERTY**

18.1 A proprietor or occupier of a Lot must not park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a Lot, or in any place other than in a parking areas specified by the Owners Corporation for such purpose by the Owners Corporation;

18.2 A proprietor or occupier 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 and the Owners Corporation reserves the right to remove offending vehicles, trailers or motor cycles.

18.3 A proprietor or occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their Lot 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 or their Lot after due notice has been served.

## **19. STORAGE OF BICYCLES**

19.1 A proprietor or occupier of a Lot must not:

19.1.1 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;

19.1.2 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.

## **20. INSURANCE PREMIUMS**

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

## **21. FIRE CONTROL**

21.1 A proprietor or occupier 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.

21.2 A proprietor or occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.

21.3 A proprietor or occupier 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.

## **22 SIGNS, BLINDS AND AWNINGS**

- 22.1 A proprietor or occupier of a Lot must not erect or affix any sign or notice to any part of the common property or inside their Lot.
- 22.2 A proprietor or occupier of a Residential Lot must not install or permit the installation of any window coverings other than cream backed blinds or venetians, natural timber venetians or charcoal blinds or venetians, (vertical blinds are not permitted). I.e. The only colours which can be seen from the exterior of the building are cream, natural timber or charcoal, or such other window coverings permitted by the Owners Corporation from time to time.
- 22.3 A proprietor or occupier of a Residential Lot must not install or permit the installation, any awnings or external blind to their Lot or the common property other than as approved by the Owners Corporation.

## **23. APPEARANCE OF A LOT**

- 23.1 Without limiting any other of these rules, a proprietor or occupier of a Lot must not:
- 23.1.1 without prior written consent of the Owners Corporation maintain inside a Residential Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;
  - 23.1.2 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;
  - 23.1.3 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 Building;
  - 23.1.4 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;
  - 23.1.5 install or operate any intruder alarm which emits an audible signal;
  - 23.1.6 allow any glazed portions of the Residential 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; and
  - 23.1.7 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.

23.1.8 install any air conditioning unit in a Residential Lot other than on a balcony where the pipework cannot be seen on the exterior of the building i.e. must be internally plumbed, the condenser unit must be isolated from structure to ensure no reverberation occurs, discharge of excess water from the condenser must be properly plumbed so as not to interfere with the residents or the footpath below. Roof air conditioning units are an option on the basis that the correct Town Planning Approval is obtained, so as not to obstruct views from adjoining properties. All units must comply with EPA guidelines. Any work requiring common area access, i.e. cranes, scissor lifts etc., will require approval from the Owners Corporation and must indemnify the Owners Corporation to their satisfaction prior to attending the site.

23.1.9 install any pipes, wiring, cables or the like to the external face of the Building.

## **24. PAINTING, FINISHING, ETC**

24.1 A proprietor or occupier 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.

## **25. CLOTHES DRYING AND APPEARANCE OF A LOT**

25.1 A proprietor or occupier 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 written consent of the Owners Corporation.

25.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the Owners Corporation.

25.3 A proprietor or occupier of a Lot must not place, display or hang any chattel or item (including, without limitation, any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property and the Lot without the consent of the Owners Corporation.

## **26. COMPLIANCE WITH RULES BY INVITEES**

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

- 26.2 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.

## **27. COMPLIANCE WITH LAWS**

- 27.1 A proprietor or occupier of a Lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.
- 27.2 A proprietor or occupier of a Lot must not use or permit a Lot affected by the Owners Corporation to be used for any purpose that may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any Lot or the families or visitors of any such member or occupier;

## **28. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS**

- 28.1 A proprietor or occupier 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 from time to time.

## **29. BUILDING WORKS**

- 29.1 A proprietor or occupier of a Residential Lot must not undertake any building works within or about or relating to a Owners Corporation member's Lot except in accordance with the following requirements:
- 29.1.1 Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof;
- 29.1.2 The proprietor or occupier 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 Lot owners and occupiers;
- 29.2 The proprietor or occupier of a Lot must not proceed with any such works until the proprietor or occupier:



- 29.2.1 Submits to the Owners Corporation plans and specifications of any works proposed by the proprietor or occupier 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; and
  - 29.2.2 Supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and
  - 29.2.3 Receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building surveyor engaged by the Owners Corporation to consider such plans and specifications) by the proprietor or occupier and such approval shall not be effective until such costs have been paid;
- 29.3 Pays such reasonable costs to the Owners Corporation;
- 29.4 The proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;
- 29.5 Without limiting the generality of sub-paragraph (iv) the proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 29.5.1 building materials must not be stacked or stored in the front side or rear of the Building;

- 29.5.2 scaffolding must not be erected on the common property or the exterior of the Building;
  - 29.5.3 construction work must comply with all laws of the relevant Government Agencies;
  - 29.5.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state
  - 29.5.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- 29.6 Before any of the proprietor or occupier's works commence the proprietor or occupier must:
- 29.6.1 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
  - 29.6.2 deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;
- 29.7 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the Owners Corporation in the case of common property;
- 29.8 The proprietor or occupier of a Lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying;
- 29.9 The proprietor or occupier of a Lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the Owners Corporation's election) to reimburse to the Owners Corporation the cost incurred or to be incurred by the Owners Corporation in making good any such damage.



### **30 CONDUCT OF MEETING (*deleted intentionally*)**

*Note: Additional rule 30.1 provides that the conduct of meetings must be in accordance with the Subdivision (Owners Corporation) Regulations 2001. Part 4 of the new Act covers general meetings of the owners corporations and Part 5 covers committee meetings. Therefore, additional rule 30.1 is of no effect; Section 140 (b) of Owners Corporations Act 2006.*

### **31 SELLING AND LEASING**

31.1 A proprietor or occupier of a Lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the Owners Corporation.

31.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the Owners Corporation.

### **32 USE OF APPURTENANCES**

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

### **33 INFECTIOUS DISEASES**

33.1 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 the Owners Corporation 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.

### **34. ACCESS TO LOTS**

34.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein

and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Lot owner in cases where such leakage or defect is due to any act or default of the said Lot owner or his or her invitees). The committee of the Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Lot owner or occupier as is reasonable in the circumstances.

### **35. RECOVERY OF OWNERS CORPORATION CONTRIBUTION FEES/LEGAL COSTS**

- 35.1 The member shall pay on demand by the Owners Corporation all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequence of any default by the member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of Owners Corporation contribution fees.

### **36. PENALTY INTEREST (deleted intentionally)**

*Note: Additional rule 36.1 provided the Owners Corporation will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under the Penalty Interest Rates Act 1983. Section 29 of the new Act provides the owners corporations may charge interest at a rate not exceeding the maximum rate set under the Penalty Interest Rate Act 1983. The owners corporation may waive interest in a particular case. Therefore, additional rule 36.1 is of no effect and Section 29 of the new Act applies to the owners corporations concerning penalty interest: Section 140 (b) Owners Corporations Act 2006.*

### **37. RESIDENTS MOVING IN OR VACATING**

- 37.1 Residents intending to move furniture in or out of a Residential Lot must not:

37.1.1 do so without notifying the Manager at least 48 hours prior to the proposed move and receiving approval from the Manager for the day and time in order to coordinate the movement of removalists and tradesmen and to protect lifts, etc.

- 37.2 Residents moving furniture in or out at any time must not:

37.2.1 permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Manager.

- 37.2.2 permit any furniture or items to access or exit the building other than the car park. Absolutely no movement is to be through the main entrance lobby.
  - 37.2.3 permit any vehicles to restrict access to the car park.
  - 37.2.4 conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.
  - 37.2.5 place any furniture or items in a lift other than that specified by the Manager and notwithstanding 37.1.1 until protective covers have been placed in the lift by the Manager.
  - 37.2.6 either themselves or permit any removalist to allow furniture or items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door.
  - 37.2.7 damage the lifts in any way or lobbies or any area nor leave rubbish papers or other detritus along the path of the move. The occupier must ensure that carriers do not leave empty boxes or cartons in the building. At the completion of the move in or out the Manager will inspect the lifts, lobbies and common property for damage, marking or detritus and will if any is found notify the resident of amount payable in rectification. The amount must be paid to the Owners Corporation promptly.
  - 37.2.8 conduct the operation in other than a quick and timely manner.
- 37.3 A proprietor of a Lot must not permit tenants or occupiers to avoid paying the cost of damage referred to in 37.2.7. If the amount is not paid within 7 days, the proprietor will become liable to the Owners Corporation for the amount.

## Schedule 3

### Metropol Owners Corporations 1 & 2 model rules effective from 31 December 2007

(Section 139 (3) Owners Corporations Act 2006 and Schedule 2 Owners Corporations Regulations 2007)

#### 1 Health, safety and security

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

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

##### 1.2 Storage of flammable liquids and other dangerous substances and materials (deleted intentionally)

*Note: Model rule 1.2 has no effect because additional rule 15 provides rules about the storage of flammable liquids: Section 139 (3) Owners Corporations Act 2006.*

##### 1.3 Waste disposal (deleted intentionally)

*Note: Model rule 1.3 has no effect because additional rule 13 provides for waste disposal: Section 139 (3) Owners Corporations Act 2006.*

#### 2. Management and administration

##### 2.1 Metering of services and apportionment of costs of services

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

has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

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

### **3 Use of common property**

#### **3.1 Use of common property (*deleted intentionally*)**

*Note: Model rule 3.1 has no effect because additional rule 7 provides for interference with common property, and additional rule 11 provides for the restricted use of common property and additional rule 16 provides for pets and animal: Section 139 (3) Owners Corporations Act 2006.*

#### **3.2 Vehicles and parking on common property (*deleted intentionally*)**

*Note: Model rule 3.2 has no effect because additional rule 18 provides for the parking and use of vehicles on common property: Section 139 (3) Owners Corporations Act 2006.*

#### **3.3 Damage to common property (*deleted intentionally*)**

*Note: Model rule 3.3 has no effect because additional rule 5 provides for damage to common property: Section 139 (3) Owners Corporations Act 2006.*

### **4 Lots**

#### **4.1 Change of use of lots**

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

##### **Example**

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

### **5 Behaviour of persons**

#### **5.1 Behaviour of owners, occupiers and invitees on common property (*deleted intentionally*)**

*Note: Model rule 5.1 has no effect because additional rule 3 provides for behaviour by owners and occupiers on common property: Section 139 (3) Owners Corporations Act*

2006.

## **5.2 Noise and other nuisance control (*deleted intentionally*)**

*Note: Model rule 5.2 has no effect because additional rule 3.1 provides for behaviour by owners and occupiers on common property including noise and other nuisance control: Section 139 (3) Owners Corporations Act 2006.*

## **6 Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
- (8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

**CARE PARK PTY LTD**

ABN 47 088 921 215

Level 5 370 St Kilda Road Melbourne

PO Box 3090 South Melbourne VIC 3205 Australia

PHONE: 61 3 9682 1733 FAX: 61 3 9682 1766 EMAIL: [enquiries@carepark.com.au](mailto:enquiries@carepark.com.au) WEB: [carepark.com.au](http://carepark.com.au)



15 June 2015

D. G. & G. P. Strybosch  
PO Box 68  
KOTARA NSW 2289

Dear Sir/Madam

**RE: METROPOL LEASE LOT NUMBER 74, 352 CANTERBURY ROAD**

We are writing to confirm that Care Park Pty Ltd took over the lessee obligations under the Lease from Professional Car Parking Pty Ltd dated 7 June 2002 of car park space 74 at "Metropol" (352 Canterbury Road, St Kilda).

Should you have any queries please do not hesitate to contact us by email [strata@carepark.com.au](mailto:strata@carepark.com.au) or by telephone on 03 9682 1733.

Yours faithfully,

**Heather Fisher**

Financial & Administration Manager

**AUSTRALIA** • ADELAIDE • BALLARAT • BENDIGO • BRISBANE • BURNIE • DEVONPORT • GEELONG • GOLD COAST  
• HOBART • LAUNCESTON • MELBOURNE • NEWCASTLE • PERTH • SHEPPARTON • SYDNEY  
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**Metropol Pty Ltd**  
(A.C.N. 088 346 909)  
Lessor

and

**Professional Car Parking Pty Ltd**  
(A.C.N. 093 081 273)  
Lessee

## **Lease**

Lot 74 Car Park  
60 Fitzroy Street, St Kilda

Arnold Bloch Leibler  
Ref. DRM:1165532  
::ODMA\PCDOCS\ABLY144919\1



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- Lessor and/or the Body Corporate in the Demised Premises or which service the Demised Premises;**
- 1.7 "Business Day" means any day which is not a Saturday, Sunday or public holiday in Victoria;**
  - 1.8 "Commencement Date" means the Commencement Date of this Lease specified in the Reference Schedule;**
  - 1.9 "Common Areas" means all those parts of the Building not demised to any lessee and intended for use by the owners of units in the Building their lessees and their respective customers employees invitees and licensees in common with each other and in particular but without limiting the generality of the foregoing includes the entrances exits corridors vestibules passageways stairways lifts toilets and washrooms (if any) designated by the Lessor as Common Areas and includes all ramps roads walks malls and landscaped areas;**
  - 1.10 "Car Park Control Equipment" means the ticket dispensers and other car parking control equipment;**
  - 1.11 "Demised Premises" or "Premises" means the Demised Premises as described in the Reference Schedule and any other fixtures fittings plant or equipment now or later installed by the Lessor in the Demised Premises;**
  - 1.12 "GST" means a goods and services tax, consumption tax, value added tax, retail turnover tax or any other similar tax, impost or duty calculated by reference to the value of goods and/or services provided imposed at the point of sale or supply;**
  - 1.13 "GST Law" includes any Act of the Parliament of Australia and any other law that introduces, imposes, deals with or is related to a GST;**
  - 1.14 "GST Rate" means the GST rate from time to time provided for in the GST Law, which rate is 10% as at the Commencement Date;**
  - 1.15 "Input Tax Credit" means a credit allowed under the GST Law to the recipient of a supply of goods, services or other things for the GST paid or payable by the recipient in respect of that supply;**
  - 1.16 "Lease" means this Lease and includes the annexed Reference Schedule and Rules;**
  - 1.17 "Lessee" means the Lessee named in the Reference Schedule and includes the successors in title and permitted transferees and assigns of the Lessee and (where not repugnant to the context) the employees agents and invitees of the Lessee;**

- 1.18 "Lessee Payment" means an amount payable by the Lessee under this Lease in respect of any supply made or provided by the Lessor which is a taxable supply for the purposes of the GST Law, but does not include any payment under Clause 3.3.1;
- 1.19 "Lessor" means the Lessor named in the Reference Schedule and includes each other person entitled to the reversion immediately expectant on the Term and (where not repugnant to the context) the employees or agents of the Lessor and other persons authorised by the Lessor;
- 1.20 "Lessor Payment" means an amount paid or payable by the Lessor to a third party for the acquisition of goods and/or services by the Lessor;
- 1.21 "Managing Agent" means the person or corporation which may be appointed from time to time by the Lessor in conjunction with other owners of units in the Building to manage the Building and/or Building Car Park and to represent the Lessor in all matters relating to this Lease. Communications from the Lessor supersede those from the Managing Agent if there is any inconsistency between them;
- 1.22 "Reference Schedule" means the annexed Reference Schedule and includes any additions amendments or variations from time to time;
- 1.23 "Term" means the term of this Lease and includes any renewal and any permitted overholding;
- 1.24 "Utilities" means all water gas electricity sewerage telephone energy supply communications and other services installed in the Demised Premises;
- 1.25 references to specific statutes includes any statutory amendments re-enactments or consolidations;
- 1.26 words importing the singular include the plural and vice versa and words importing one gender include the other genders;
- 1.27 a reference to a person includes a corporate body and vice versa;
- 1.28 a covenant or agreement on the part of two or more persons binds them and each of them jointly and severally;
- 1.29 any headings have been inserted for guidance only and do not form part of this Lease.

## 2 DEMISE AND TERM

The Lessor LEASES to the Lessee and the Lessee TAKES the Demised Premises TOGETHER WITH the Building Services the Appliances and the Lessor's fixtures fittings and furnishings as described in the Reference Schedule AND TOGETHER WITH the right for the Lessee its employees customers and agents to use in common with other persons entitled the Common Areas of the Building for ingress egress and passage in accordance with the covenants conditions and provisions of this Lease

TO BE HELD by the Lessee for the business use or purpose specified in the Reference Schedule for the Term specified in the Reference Schedule (subject however to termination) commencing on the Commencement Date YIELDING AND PAYING the Annual Rent.

## 3 PAYMENTS BY THE LESSEE TO THE LESSOR

The Lessee covenants with the Lessor that during the Term:

### 3.1 ANNUAL RENT

The Lessee will duly and punctually pay without demand and without any deduction whatsoever a rent (the "Annual Rent") in the sum specified in the Reference Schedule (and subject to adjustment) by equal monthly payments in arrears on the last day of each calendar month during the Term to the Lessor at its address specified in the Reference Schedule or at such other address as the Lessor may from time to time notify to the Lessee free of all deductions.

### 3.2 DIRECT CHARGES

The Lessee must bear and punctually pay to the relevant person or authority as and when due and payable or reimburse to the Lessor on demand by the Lessor:

- 3.2.1 the insurance premiums referred to in Clause 5.2;
- 3.2.2 all charges connected with the operation of the Lessee's business on the Demised Premises including all licence and inspection fees;
- 3.2.3 the costs and expenses of cleaning the Demised Premises;
- 3.2.4 all Body Corporate Charges charged in respect of the Demised Premises
- 3.2.5 all municipal water and other rates state deficit levies land tax or tax in the nature of land tax taxes charges assessments and impositions whatsoever separately or

directly assessed charged or imposed by or under federal or state law or by federal state or local authorities including any amount which may become payable whether during the Term or after the expiry of the Term as a result of an exemption or concession claimed by or allowed or made available to the Lessee or the termination of such exemption or concession and whether on a capital or revenue value which may from time to time be assessed charged or imposed on or in respect of the Demised Premises or the Lessee's business and whether assessed against the Lessor or directly against the Lessee PROVIDED ALWAYS that where the Lessor receives any land tax assessment for the whole or any part of the Building including the Demised Premises and the assessment allocates a value to the Demised Premises for the purpose of the calculation of land tax the assessment will constitute a direct assessment of land tax on the Demised Premises and the Lessee must pay to the Lessor on demand the amount of land tax calculated to be due on the Demised Premises so valued assessed on the basis that the Building is the only land owned by the Lessor in the State of Victoria;

### 3.3 GOODS AND SERVICES TAX

- 3.3.1 The Lessee must pay to the Lessor an amount equal to each Lessee Payment multiplied by the GST Rate, such payment to be made at the same time and in the same manner as the Lessee is required to pay the Lessee Payment.
- 3.3.2 Each Lessee Payment constitutes the GST exclusive value of the relevant taxable supply.
- 3.3.3 The Lessor must give the Lessee a tax invoice required by the GST Law in respect of any Lessee Payment.
- 3.3.4 Where the Lessee is required by this Lease to pay, reimburse or contribute to a Lessor Payment, the Lessee must pay, reimburse or contribute an amount equal to the GST inclusive consideration for the relevant acquisition by the Lessor less an amount equal to any Input Tax Credit to which the Lessor is entitled in respect of the Lessor Payment.
- 3.3.5 If the introduction or amendment of a GST Law or any consequential abolition or amendment of any other indirect tax ("the Tax Change") results in consequences which affect the calculation of Lessee Payments which

consequences are not dealt with by the provisions of sub-clauses 3.3.1 to 3.3.5 then:

3.3.5.1 the Lessor and Lessee must negotiate with each other in good faith to implement any method of dealing with the Tax Change as may be required in order to ensure that so far as is possible neither party is rendered better or worse off under this Lease as a result of the Tax Change by comparison with Lessee Payments made and received during the part of the Term immediately preceding the Tax Change;

3.3.5.2 if the Lessor and Lessee are unable to agree on the method of dealing with the Tax Change as described in Clause 3.3.5.1 then that method must be decided by an expert who will be appointed at the request of either party by the president of the Victorian Branch of the Institute of Chartered Accountants in Australia with at least ten years experience as a tax accountant in a major chartered accounting firm who will act as an expert and not an arbitrator and must give a written decision within 28 days of his appointment which decision will be final and binding on both parties and must contain a direction as to how his costs are to be paid.

#### 4 COVENANTS BY THE LESSEE

The Lessee further covenants with the Lessor as follows:

##### 4.1 MANAGEMENT OF CAR PARK

If the Lessee is not a recognised operator of commercial car parks then the Lessee must enter into an agreement with a recognised operator of commercial car parks, whereby management of the car park business will be undertaken by the car park operator.

##### 4.2 USE

The Lessee must use the Demised Premises only for the business use or purpose specified in Item 13 of the Reference Schedule and must not without the prior consent of the Lessor use the Demised Premises or permit them to be used for any other purpose whether



industrial commercial or residential and whether temporary or permanent.

- 4.2.1 The Lessee must carry on and conduct in and from the Demised Premises in a businesslike and reputable manner a business falling within the use or purpose specified in Item 13 of the Reference Schedule on the days and during the hours usual for businesses of that kind in the area in which the Demised Premises are situated (including public holidays, festival holidays and other occasions likely to generate revenue, (in a commercially viable manner), for the Lessee's business).
- 4.2.2 The Lessee must keep in force all licences and permits required to carry on any business conducted by the Lessee in or from the Demised Premises.
- 4.2.3 The Lessee must not by the installation of any fittings equipment facilities or illumination or by the display of any merchandise or other objects impair or detract from the architecture form or style or appearance of the Demised Premises the Common Areas or the Building generally.
- 4.2.4 The Lessee must not without the prior approval in writing of the Lessor erect display affix or exhibit on or to the exterior or in the interior of the Demised Premises or elsewhere so as to be visible outside the Demised Premises any signs lights designs advertisements or notices but the Lessor will not unreasonably refuse approval to any sign required to be displayed by law or which advertises the existence of a public car park within the Building.

#### 4.3 NUISANCE AND SAFE OPERATION

- 4.3.1 The Lessee must not use exercise or carry on or permit or suffer to be used exercised or carried on in or on the Demised Premises any illegal purpose or activity or any noxious noisome or offensive trade business occupation or calling or do or suffer to be done or omitted any act matter or thing whatsoever in or on or about the Demised Premises which will or may cause annoyance nuisance grievance, (beyond that which would be reasonably expected as a result of a properly operated commercial car park), damage or disturbance to the Lessor or to occupiers of or persons otherwise lawfully in the Building or the occupiers or owners of any neighbouring premises and must not hold or suffer to be



held in or about the Demised Premises any auction sale or public meeting.

- 4.3.2 The Lessee must take reasonable steps to ensure that all motor vehicles move within the Demised Premises in a proper, orderly and safe manner.

4.4 USE OF UTILITIES APPLIANCES AND BUILDING SERVICES

- 4.4.1 The Lessee must not at any time misuse overload or interfere with the connection's fittings or equipment relating to or provided for the supply of Utilities.

- 4.4.2 The Lessee must not use the Appliances or the Building Services nor permit nor suffer them to be used for any purposes other than those for which they were constructed or provided and must not do or suffer to be done any act or thing that might damage or affect the operation of the Appliances or the Building Services and any damage caused by misuse must be made good by the Lessee forthwith.

- 4.4.3 The Lessee and the employees customers invitees or agents of the Lessee must not use the toilet facilities provided in any part of the Building other than those designated for use by the Lessee in conjunction with the Demised Premises.

4.5 ALTERATIONS AND INSTALLATIONS BY THE LESSEE

- 4.5.1 The Lessee must not without the prior consent in writing of the Lessor (which consent is not to be unreasonably withheld):

- 4.5.1.1 make any alterations or additions in or to the Demised Premises;

- 4.5.1.2 install any partitioning or any water gas or electrical fixtures fittings equipment computers or Appliances or any apparatus of any kind for illuminating air-conditioning cooling heating or ventilating the Demised Premises;

- 4.5.1.3 work paint drill drive nails or screws into or in other ways deface any walls ceilings floors partitions or parts of the Demised Premises;

- 4.5.1.4 install any electrical equipment on the Demised Premises which may overload the cables switchboard or sub-boards

through which electricity is conveyed to the Demised Premises;

4.6 COMPLIANCE WITH STATUTES, ORDERS ETC.

4.6.1 The Lessee must at the Lessee's own expense in a proper and workmanlike manner comply with and observe all statutes statutory rules by-laws orders or regulations and other provisions having the force of law present or future affecting or relating to the Lessee's occupancy or use of the Demised Premises and the Building Services and Utilities and with all requirements which may be made or notices or orders which may be given by any governmental semi-governmental city municipal health licensing civic or any other authority having jurisdiction or authority over or in respect of the Demised Premises the Building Services and Utilities or the use or the Lessee's occupancy of the Demised Premises and whether or not the doing of any work is required in on or in connection with the Demised Premises and the Lessee must keep the Lessor indemnified in respect of all such matters.

4.6.2 Nothing contained in this Clause requires the Lessee to make provide or pay for any structural alterations or additions to the Demised Premises or the Building or to bear any costs of a capital nature unless the structural alterations or additions or the incurring of the capital costs are necessitated by the nature of the business conducted by the Lessee on the Demised Premises or by the number or sex of persons employed by the Lessee in the Demised Premises or unless the need for the structural alterations or additions arose by reason of the Lessee's use or occupation of the Demised Premises or by reason of requirements relating to the health and safety of occupants of and visitors to the Demised Premises.

4.6.3 If the Lessee defaults in observing and performing this covenant the Lessor has power (but is not bound) to enter on the Demised Premises and to carry out the required work at the expense of the Lessee and all money so expended by the Lessor is a debt due and owing by the Lessee to the Lessor recoverable by action.

4.7 REPAIRS MAINTENANCE AND CLEANING

The Lessee must at the Lessee's own expense and without any notice or demand from the Lessor:

- 4.7.1 well and sufficiently and substantially repair cleanse maintain mend and keep as at the Commencement Date the Demised Premises and any additions made to the Demised Premises damage by fire flood lightning storm tempest Act of God riot civil commotion explosion aircraft accident objects falling from aircraft operation of war and fair wear and tear excepted but the Lessee will not be liable to do work of a structural nature unless occasioned by the act neglect or default of the Lessee or by its use or occupancy of the Demised Premises or by reason of requirements relating to the health and safety of occupants of and visitors to the Demised Premises;
- 4.7.2 make good any defects or damage to the Demised Premises and the Building or any part of it or any of the Building Services Utilities and Appliances or damage or injury to the Lessor or any occupier of any part of the Building occasioned by any act neglect want of care misuse or abuse on the part of the Lessee or its employees agents or contractors or persons claiming through or under the Lessee or by any breach or default by the Lessee;
- 4.7.3 from time to time immediately upon becoming aware of any damaged or broken heating lighting electrical equipment sprinklers (if any) and plumbing installed in the Demised Premises or any damaged or broken doors fastenings windows and locks notify the Lessor of such damage and allow the Body Corporate access to rectify same;
- 4.7.4 immediately notify the Lessor of all worn out or broken fluorescent or incandescent bulbs or tubes starters and ballasts and allow the Body Corporate access to replace same;
- 4.7.5 so far as in the Lessee's control keep and maintain the waste pipes drains and conduits in or connected to the Demised Premises in a clean clear and free flowing condition and immediately notify the Lessor of any blockages which may occur and allow the Body Corporate access to clear any such blockages and/or to clean and maintain such pipes drains and conduits;
- 4.7.6 keep the fixtures fittings and furnishings in the Demised Premises clean and in good repair and preservation and make good all damage arising otherwise than from accidental fire or reasonable and proper use and replace with similar articles of at least equal value any incapable of complete reinstatement and not without the

previous written consent of the Lessor to remove or permit to be removed from the Demised Premises (except only for the purpose of necessary repairs) any of the fixtures fittings and furnishings;

- 4.7.7 give to the Lessor prompt notice in writing of any accident to or defect or want of repair in the Demised Premises or in any Utilities of or fittings or Building Services in the Demised Premises likely to be or cause any damage risk or hazard to the Demised Premises or the Building or any person;
- 4.7.8 cause the Demised Premises to be kept clean and free from dirt and rubbish (including internal surfaces of windows walls and doors) and the surface of all floors of the Demised Premises to be kept free of grease oil or other substances such cleaning to be carried out by a suitably qualified contractor to the standard of high quality commercial car park premises;
- 4.7.9 keep and maintain clean and free of graffiti all internal and external surfaces of the Demised Premises;
- 4.7.10 maintain in good order and condition the protective finishes on the floors of the Demised Premises and all painted papered or otherwise treated or decorated portions of the Demised Premises (including all painted or otherwise treated lines for the demarcation of car parking spaces) and within the last three months of the final year of the Term repaint repaper or otherwise treat and decorate the Demised Premises so as to restore them to their condition at the Commencement Date;
- 4.7.11 keep and maintain clean and in good order condition and repair all fittings plant furnishings and equipment of the Lessee including all signs affixed in or to the Demised Premises;
- 4 7 12 take reasonable steps to ensure that all waste trash and garbage is stored and kept in proper receptacles and that no waste trash or garbage is thrown or dropped from the Demised Premises or deposited or left in any other part of the Building;
- 4.7 13 notify the Lessor of any Building Services which may become inoperable or in need of replacement and allow the Body Corporate access in order to perform maintenance of the Building Services;
- 4.7.14 upon the expiry or earlier termination of this Lease assign or transfer to the Lessor or (if so requested by

the Lessor) cancel any service or maintenance contracts held by the Lessee in respect of the Demised Premises.

#### 4.8 LESSOR'S RIGHT TO INSPECT AND REPAIR

- 4.8.1 The Lessee must permit the Lessor its agents workmen and others with all necessary equipment at all reasonable times upon giving to the Lessee reasonable notice (except in cases of emergency when no notice is required) to enter upon the Demised Premises for the purpose either of viewing their state of repair and condition or for effecting any repairs renovation maintenance alterations improvements and other work (including structural work) to the Demised Premises or to the Building which the Lessor may be bound to carry out or otherwise deem desirable provided that in so doing the Lessor must take reasonable steps to ensure as little inconvenience to the Lessee as is practicable.
- 4.8.2 The Lessee must make good forthwith any defects and wants of repair in breach of the Lessee's covenants to repair the Demised Premises as soon as reasonably possible after the Lessor has left on the Demised Premises notice in writing of such defects and wants of repair.
- 4.8.3 If the Lessee fails to commence repair work within fourteen days (or such longer period as is reasonable given the nature of the work) after the leaving of notice or fails to proceed diligently with the execution of repairs it is lawful for (but not obligatory on) the Lessor (but without prejudice to the right of re-entry) and its employees or agents with or without workmen and others to enter the Demised Premises and execute or complete the execution of repairs at the cost and expense of the Lessee. Any money so expended by the Lessor is a debt due from the Lessee to the Lessor recoverable by action.

#### 4.9 RADIO TELEVISION

The Lessee must not without the prior consent in writing of the Lessor erect or place on in or outside the Demised Premises any radio or television aerial or antenna or any loudspeaker screen or similar device or equipment and must not without the like consent use or permit to be used any sound or image reproduction equipment radio gramophone television or other like medium or equipment or musical instrument likely to be heard or seen from outside the Demised Premises provided that any consent so given may at any time be withdrawn when the Lessor reasonably so

determines having regard to the rights or interests of occupants of other parts of the Building.

#### 4.10 HEATING

The Lessee must not at any time without the Lessor's prior written approval use or permit to be used in or about the Demised Premises any heating or air-conditioning equipment other than equipment connected to or provided for the Demised Premises by the Lessor.

#### 4.11 SAFES AND HEAVY MACHINERY PLANT OR EQUIPMENT

The Lessee must not bring on the Demised Premises any safe heavy machinery or other plant or equipment unless reasonably necessary or proper for the conduct of the Lessee's use of the Demised Premises or any safe machinery plant or equipment which by virtue of its nature weight or size or through noise or vibration in its operation or in any other way causes or in the reasonable opinion of the Lessor is likely to cause any structural or other damage to the floors or walls or any other part or parts of the Building. Before bringing any safe machinery plant or equipment into the Demised Premises or the Common Areas the Lessee must inform the Lessor of the Lessee's intention so to do and the Lessor may direct the routing installation and location of all safes machinery plant and equipment and the Lessee must observe and comply with all the Lessor's directions.

#### 4.12 LESSOR'S RIGHT TO APPROVE CONTRACTORS

If the carrying out of any of the Lessee's covenants requires or the Lessor has consented to the employment or engagement of any tradesperson the Lessee must before entering into any contract agreement or engagement notify the Lessor of the person firm or corporation proposed to be employed or engaged for such work.

#### 4.13 OBSTRUCTIONS

4.13.1 The Lessee must not cover or obstruct or permit or suffer to be covered or obstructed any skylights windows ventilating shafts air-conditioning ducts or means of access or other openings or outlets in the Demised Premises or in the Building and will only install in the Demised Premises curtains or blinds approved by the Lessor.

4.13.2 The Lessee must not obstruct or permit its employees agents customers and invitees to obstruct the Common Areas nor without the prior written consent of the Lessor use the Common Areas for business or display purposes or solicit business in the Common Areas by

means of distribution of handbills or other advertising matter or conduct any auction fire bankruptcy or liquidation sales on or from the Demised Premises and then only in accordance with the terms and conditions (if any) as the Lessor may in writing agree.

#### 4.14 BODY CORPORATE RULES

- 4.14.1 The Lessee must at all times observe and comply with and not permit or suffer any of the Lessee's employees agents and so far as the Lessees can control them the Lessee's visitors and invitees to commit any breach of the Body Corporate Rules.
- 4.14.2 The Lessee agrees and acknowledges that the Body Corporate may add to or vary the Body Corporate Rules or introduce new Body Corporate Rules from time to time considered by the Body Corporate to be required or proper for the safety care and cleanliness of the Building and the Building Car Park and for the preservation of good order provided that no amendment of the Body Corporate Rules or addition to the Body Corporate Rules is to be inconsistent with the rights of the Lessee and such further or varied Body Corporate Rules (if any) must be communicated to the Lessee.
- 4.14.3 Failure of the Lessee to keep or observe any Body Corporate Rules constitutes a breach of the terms of this Lease as if the Rules were covenants by the Lessee with the Lessor.
- 4.14.4 A certificate of any authorised representative of the Body Corporate or the Managing Agent for the time being listing the Body Corporate Rules is conclusive evidence that such Body Corporate Rules are in force at the date of the certificate.
- 4.14.5 The Lessor agrees to indemnify the Lessee for any loss, or damage that the Lessee may suffer as a result of the Body Corporate altering the Body Corporate Rules with the result that a new rule is inconsistent with the rights of the Lessee under this Lease.

#### 4.15 ERADICATION OF PESTS RODENTS AND VERMIN

The Lessee must take all proper precautions to keep the Demised Premises free of rodents vermin insects pests birds and animals and if so required by the Lessor but at the cost of the Lessee employ for that purpose from time to time or periodically pest exterminators approved by the Lessor (whose approval will not be

unreasonably withheld) and if the Lessee defaults the Lessor may at the cost of the Lessee employ exterminators.

#### 4.16 OPERATION OF CAR PARK

- 4.16.1 The Lessee must carry on and conduct in and from the Demised Premises and the other premises leased by the Lessee in the Building Car Park in a competent efficient and reputable manner a commercial car park business according to the normal commercial practice and so as to maximise use and commercial performance of the business.
- 4.16.2 Without limiting the generality of its obligations under Clause 4.16.1, the Lessee must at its cost and expense at all times during the Term:
  - 4.16.2.1 install and maintain all necessary Car Park Control Equipment and ensure same is at all times in good working order;
  - 4.16.2.2 observe and perform the conditions of Town Planning Permits No.1178/1999 and 240/2000 and issued by the City of Port Phillip;
  - 4.16.2.3 erect and maintain adequate signs and banners advertising the operation of the car park in a reasonable and proper manner subject always to the provisions of Clause 4.2.4;
  - 4.16.2.4 conduct marketing and advertising of the car park business as is reasonable and proper in the circumstances;
  - 4.16.2.5 maintain all directional and other signage required for the safe and efficient conduct of the business in the Demised Premises and other premises leased by the Lessee in the Building Car Park.

#### 4.17 VISITORS PARKING SPACES

- 4.17.1 The Lessee must ensure that the 3 car park spaces within the Building Car Park designated as being set aside for visitors of the residents of the Building retain that designation ("the Designated Spaces") and the Lessee agrees to maintain the signage used to so designate those spaces.



- 4.17.2 The Lessee agrees that it will provide to each owner of a residential apartment in the Building a card which will allow visitors of those residents who park within the Designated Spaces the ability to obtain a rebate on the fee charged to park in the Designated Spaces.

## 5 INSURANCE

### 5.1 LESSEE'S COVENANTS

- 5.1.1 The Lessee must not do permit or suffer to be done brought or kept in the Demised Premises, the Building or the Building Car Park any act matter or thing whereby any insurances in respect of the Demised Premises the may be vitiated or rendered void or voidable or (except with the prior written approval of the Lessor) whereby the rate of premium on any such insurance may be liable to be increased and the Lessee on being given notice by the Lessor to do so must forthwith remedy any matters which if continued might possibly invalidate or violate the terms of any insurance.
- 5.1.2 Without prejudice to the generality of the preceding sub-clause the Lessee must not (other than in accordance with a specified use of the Demised Premises approved by the Lessor) store or use chemicals inflammable liquids acetylene gas or alcohol volatile or explosive oils compounds or substances upon or about the Demised Premises the Building or the Building Car Park.
- 5.1.3 The Lessee must from time to time as and when required by notice in writing from the Lessor forthwith pay all extra premiums of insurance on the Demised Premises the Building and the Building Car Park and their contents if any be required on account of extra risk caused by the use to which the Demised Premises are put by the Lessee or by the bringing or keeping on the Demised Premises the Building or the Building Car Park of any materials or substances and notwithstanding that such use is expressly authorised by this Lease or subsequently approved by the Lessor.
- 5.1.4 The Lessee must comply with any insurance sprinkler and fire alarm regulations applicable to partitions or other fittings installed by the Lessee on the Demised Premises or within the Building Car Park and the Lessee must pay to the Lessor or the Body Corporate (as the case may be) the cost of any alterations to any sprinkler and fire alarm installation which may become

necessary by reason of the non-compliance by the Lessee with the recommendation of the Insurance Council of Australia or the requirements of the Lessor's or Body Corporate's insurer.

## 5.2 LESSEE'S OBLIGATIONS TO INSURE

5.2.1 The Lessee must insure and keep insured in the name of the Lessor and of the Lessee and of any other person firm or company designated by the Lessor for the full insurable value with an insurance office approved by the Lessor which approval will not be unreasonably withheld:

### 5.2.1.1 Damage to Building

Against damage to the Demised Premises occurring as a result of any act or omission of the Lessee, its customers and/or invitees.

### 5.2.1.2 Water Damage

Against damage to fixtures fittings and furnishings occurring as a result of the use or misuse of the fire sprinkler system (if any) installed in the Demised Premises by the Lessee, its employees, agents, contractors and invitees to the intent that the insurance cover required by this Clause 5.2.1.2 is not required to cover damage caused by trespassers on the Demised Premises.

### 5.2.1.3 Lessee's Fittings

All additions to the Demised Premises carried out by the Lessee and all the Lessee's fittings fixtures and equipment in the Demised Premises against fire and extraneous perils.

### 5.2.1.4 Public Risk

In respect of liability for loss injury or damage to any person or property whatsoever (including without being limited to the person or property of any of the Lessor the Lessee the other lessees and users of the Building and the officers employees agents customers invitees

and licensees of any of them) caused by or arising out of any act of or omission by any of the Lessee the other lessees and users of the Building or the officers employees agents customers invitees and licensees of any of them on in or about or to or from or in relation to the Demised Premises or the condition or state of repair of the Demised Premises or the Lessee's business in the sum of Ten million dollars (\$10,000,000.00) (or such greater amount as may be reasonable from time to time in order to effect a sufficient and proper cover) in respect of any single accident or event and extended by a cross liability clause and to include liability in respect of hoists cranes or other unregistered mobile lifting and mechanically propelled vehicles.

5.2.2 The Lessee must punctually pay all the premiums in respect of the required insurances and must produce and deliver on demand to the Lessor or its authorised agent copies of the insurance policies and the receipt or receipts evidencing payment of premiums.

5.2.3 The Lessee may satisfy its obligations under this Clause 5.2 if it holds a master policy for all of its properties which otherwise complies with the requirements of this Clause 5.2 and delivers to the Lessor certificates of currency with the Lessor's interest noted and endorsed with particulars of the Demised Premises.

### 5.3 LESSOR'S COVENANTS

The Lessor must insure or must ensure that the Body Corporate keeps insured the Building (but excluding all additions to the Demised Premises carried out by the Lessee and all tenants fixtures) in the full replacement and reinstatement value against loss or damage by fire fusion explosion lightning floods earthquake storm tempest riot civil commotion damage from all vehicles and aircraft and other usual and necessary risks against which the Lessor and/or the Body Corporate may reasonably require to insure.

## 6 ASSIGNMENT

### 6.1 RESTRICTION ON ASSIGNMENT

The Lessee must not assign transfer demise sublet or part with or share the possession of or grant any licence affecting or mortgage charge or otherwise deal with or dispose of the Demised Premises or any part of the Demised Premises for all or any part of the Term nor declare itself trustee of the Demised Premises or any part of the Demised Premises for any legal or equitable estate or interest for all or any part of the Term unless expressly permitted by Clause 6.2 and Section 144 of the Property Law Act 1958 does not apply to this Lease.

### 6.2 CONSENT TO ASSIGNMENT

The Lessor must not unreasonably withhold consent to an assignment of this Lease if:

- 6.2.1 the Lessee is not in default under the covenants and agreements on the Lessee's part contained in this Lease;
- 6.2.2 the proposed assignee is a respectable responsible solvent fit and suitable person of good financial standing the onus of proving which will be on the Lessee;
- 6.2.3 the assignment is part of a global assignment of all the leases and/or licences in which the Lessee holds an interest in relation to the Building Car Park.
- 6.2.4 the Lessee procures the assignee to execute and deliver to the Lessor an assignment of this Lease to which the Lessor is a party in a form approved by the Lessor containing a covenant by the assignee with the Lessor that the assignee will at all times during the Term duly pay the reserved rent at the times and in the manner provided in this Lease and perform and observe all the covenants conditions and agreements of this Lease on the part of the Lessee to be performed and observed;
- 6.2.5 the Lessee pays to the Lessor all proper costs charges and expenses incurred by the Lessor of and incidental to any enquiries which may be made by or on behalf of the Lessor as to the respectability responsibility solvency fitness and suitability of any proposed assignee and the costs of solicitors of the Lessor of and incidental to such assignment;

- 6.2.6 the assignment and any guarantee required by the Lessor are approved and stamped by the Lessor's solicitors at the cost and expense in all respects of the Lessee.

6.3 CONDITIONS OF CONSENT

The consent of the Lessor may be granted subject to a requirement that where the proposed assignee is a corporation (other than a company listed on an Australian Stock Exchange) the Lessor may require the obligations of the assignee to be guaranteed by the directors and/or principal shareholders of the corporation.

6.4 CHANGE TO SHAREHOLDING

Any change in the shareholding altering the effective control of the Lessee or the ultimate holding company of the Lessee (other than a company listed on an Australian Stock Exchange) is deemed to be an assignment of this Lease and the Lessee must comply with the provisions of Clause 6.2 as if the incoming shareholders were an assignee.

6.5 ACCEPTANCE OF RENT

The acceptance by the Lessor of any rent or other payment from any person other than the Lessee does not in itself constitute acknowledgment by the Lessor that it recognises that person as the authorised assignee.

6.6 EXCEPTIONS

Notwithstanding anything else contained in this Clause 6:

- 6.6.1 the Lessee is entitled to grant non-exclusive licences to third parties on a casual or regular basis for the use of part of the Demised Premises for parking motor vehicles PROVIDED THAT rights granted must be personal contractual rights only and the Lessee must not grant to any third party the right to possession of the Demised Premises or any part of it nor confer on any third party any interest in the land on which the Demised Premises are situated;
- 6.6.2 a general floating charge granted by the Lessee over all of its assets and undertaking does not constitute an assignment requiring the consent of the Lessor;
- 6.6.3 The Lessee is entitled to enter into a Management Agreement with a recognised operator of commercial car parks in respect of the operation of the car parking business operated from the Demised Premises.

## 7 COVENANTS BY THE LESSOR

The Lessor covenants and agrees with the Lessee as follows:

### 7.1 QUIET ENJOYMENT

The Lessee paying the reserved rent and duly and punctually observing and performing the covenants and obligations on the part of the Lessee may quietly possess and enjoy the Demised Premises for the Term without any interruption or disturbance from the Lessor but subject always to the provisions of this Lease and the Body Corporate Rules but the Lessor is not liable for the acts omissions or negligence of any other person other than its employees agents or invitees.

### 7.2 REPAIR

Except to the extent that repairs are the responsibility of the Lessee and/or the Body Corporate the Lessor will maintain the Building in a structurally sound and watertight condition.

### 7.3 DESIGNATION OF TOILET FACILITIES

The Lessor must procure the Body Corporate to designate toilet facilities within the Building which will be made available for use by the Lessee.

## 8 DEFAULT BY THE LESSEE

The Lessor and the Lessee mutually covenant and agree as follows:

### 8.1 RE-ENTRY AND FORFEITURE

8.1.1 If the reserved rent or any part of it or any other payment due is unpaid for a period of fourteen days after the day on which it ought to have been paid whether or not any formal or legal demand has been made (the obligation to pay the reserved rent and the obligation to make other payments of money being fundamental and essential provisions in that were they not agreed by the parties as being so fundamental and essential the Lessor would not have entered into this Lease); or

8.1.2 If the Lessee commits or permits to occur any breach or default in the due and punctual observance and performance of any of the covenants obligations and provisions contained in this Lease and such breach or default continues for fourteen days after service of a notice on the Lessee requiring it to remedy the breach or default (the obligation to observe and perform each



and every one of the covenants obligations and provisions being fundamental and essential provisions in that were they not agreed by the parties as being so fundamental and essential the Lessor would not have entered into this Lease); or

- 8.1.3 If the Lessee enters into a compromise or arrangement reconstruction or amalgamation or deed of company arrangement a liquidator or administrator is appointed to the Lessee a receiver or receiver and manager is appointed to any of the property of the Lessee a resolution is passed or an application is made for the Lessee to be wound up or the Lessee becomes subject to any other external administration under Chapter 5 of the Corporations Law; or
- 8.1.4 If execution is levied against the Lessee and not discharged within thirty days; or
- 8.1.5 If the Term or the interest of the Lessee in the Demised Premises is attached or taken in execution or by any legal process; or
- 8.1.6 If the Lessee commits or permits to occur any breach or default in the due and punctual observance and performance of any of the covenants obligations and provisions contained in any lease or licence that the Lessee holds for premises in and about the Building Car Park or if the lessor or licensor under any such lease or licence terminates such lease or licence prior to the expiry date of the lease or licence.
- 8.1.7 If the business conducted in the Demised Premises or the Building Car Park is discontinued or the Demised Premises deserted or vacated or left deserted or left unoccupied for the space of one week or more

then any one or more of the events referred to in sub-clauses 8.1.1 to 8.1.7 constitutes a repudiation of this Lease by the Lessee giving rise to the right of the Lessor to forfeit this Lease in any one or more of such events at any time or times and without notice or demand the Lessor has the right to accept such repudiation and terminate and forfeit this Lease consequent upon its acceptance of such repudiation and re-enter the Demised Premises or any part in the name of the whole whereupon the estate and interest of the Lessee in the Demised Premises is terminated and expel and remove the Lessee and those claiming under it without being taken or decreed guilty of trespass and without prejudice to any action or other remedy which the Lessor has or might or otherwise could have for arrears of rent or breach of covenant or for damages as a result of or flowing from any such repudiation and its acceptance

and the consequent termination and forfeiture of this Lease including any loss or damage the Lessor may suffer as a result of the termination of this Lease prior to the date of the expiry of the Term and the Lessor will be freed and discharged from any action suit claim or demand by or obligation to the Lessee under or by virtue of this Lease.

## 8.2 LESSOR MAY REMEDY DEFAULT

The Lessor may but is not obliged to remedy at any time any default by the Lessee under this Lease and whenever the Lessor so elects all costs and expenses incurred by the Lessor (including legal costs on a solicitor and own client basis and proper disbursements) in remedying a default must be paid by the Lessee to the Lessor on demand.

## 8.3 INTEREST

If the Lessee fails to pay to the Lessor any money which is payable by the Lessee to the Lessor within fourteen days from the due date for payment the Lessee must pay to the Lessor interest on the amount unpaid from the due date or dates for payment until actual payment and also upon any judgment which the Lessor may obtain against the Lessee from the date of judgment until satisfied at the rate of two per cent for each month or part of a month during which any payment is overdue or any judgment is unsatisfied.

## 8.4 REMOVAL OF LESSEE'S PROPERTY

The Lessor may upon re-entry remove from the Demised Premises any stock-in-trade and other fittings and fixtures of the Lessee and store them in a public warehouse or elsewhere at the cost of and for the account of the Lessee without being deemed guilty of conversion or becoming liable for any loss or damage occasioned by removal or storage.

## 8.5 NOTICE OF DEFAULT

Unless a different period is provided for in this Lease or is prescribed by law any notice required to be given by the Lessor to the Lessee in the case of a breach or default in observance of the covenants or conditions must provide that the period of fourteen days is the time within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Lessor.

## 8.6 WAIVER

No waiver by the Lessor of one breach of any covenant obligation or provision in this Lease contained or implied operates as a waiver of another breach of the same or any other covenant obligation or



provision and if the Lessor becomes entitled to terminate this Lease under the provisions for re-entry the receipt of rent by the Lessor or the doing or omission of any act matter or thing whatsoever by the Lessor or any agent or employee of the Lessor (which but for this covenant would or might amount to a waiver of the Lessor's right in respect of any breach or default) before or after the happening of the breach or default will not operate as a waiver of the Lessor's rights and powers in respect of any breach or default any rule of law or equity to the contrary notwithstanding.

#### 8.7 MERE ENTRY BY LESSOR NOT TO CONSTITUTE FORFEITURE

If the Lessee vacates the Demised Premises during the Term (whether or not the Lessee ceases to pay the rent or other money payable):

- 8.7.1 neither acceptance of the keys nor entry into the Demised Premises by the Lessor or by any person on the Lessor's behalf for the purposes of inspection or for the purposes of showing the Premises to prospective tenants and/or the advertising of the Demised Premises for reletting constitutes a re-entry or forfeiture or waiver of the Lessor's right to recover in full all rent and other moneys from time to time payable;
- 8.7.2 in the absence of a written agreement by the Lessor to accept the surrender of the Lessee's interest or a formal notice of forfeiture or re-entry this Lease continues in full force and effect until the date as from which a new lessee actually commences to occupy the Demised Premises; and
- 8.7.3 any entry by the Lessor into the Demised Premises in the meantime is entry by the leave and licence of the Lessee.

#### 8.8 REDUCTION OF TERM

Notwithstanding anything contained in this Lease on the Lessor becoming entitled to re-enter or terminate this Lease the residue of the Term may at the option of the Lessor immediately upon notice of the exercise of such option being given to the Lessee become a tenancy from month to month at a monthly rent equivalent to one month's proportion of the reserved rent and the other amounts (if any) payable by the Lessee and otherwise on the same terms and conditions as those contained in this Lease so far as applicable terminable by not less than one month's notice in writing given by either party to the other expiring at any time.

## 8.9 INDEMNIFICATION OF LESSOR

The Lessee indemnifies the Lessor against all loss and damage costs and expenses whatever sustained by the Lessor by reason of any default by the Lessee including any loss sustained by the Lessor by reason of the inability of the Lessor following the termination or forfeiture of this Lease to relet the Demised Premises at a similar rent or upon similar terms to those contained in this Lease and the Lessee specifically agrees that this indemnity continues in full force and effect notwithstanding any such termination or forfeiture PROVIDED THAT the Lessor remains obliged to mitigate such loss.

## 9 MUTUAL COVENANTS AND AGREEMENTS

The Lessor and the Lessee mutually covenant and agree as follows:

### 9.1 LESSOR'S USE OF WALLS IN DEMISED PREMISES

9.1.1 The Lessor reserves the right to use the walls of the Demised Premises for the affixation of signage and advertising material, provided that such signage does not conflict or damage the Lessee's business operated from the Demised Premises.

9.1.2 The Lessee shall make no objection to the Lessor exercising its rights under this clause and shall allow the Lessor access to the Demised Premises in order to affix or remove any signage or advertising to or from the walls provided that the Lessor provides the Lessee with reasonable notice of its intention to enter onto the Demised Premises and uses all reasonable endeavours not to interfere with the Lessee's use and enjoyment of the Demised Premises.

### 9.2 ABATEMENT OF RENTAL

9.2.1 If the whole or any part of the Building is destroyed or damaged by fire storm tempest lightning earthquake floods riots civil commotion explosion aircraft accident objects falling from aircraft or other cause so as to render the Demised Premises and/or the Building Car Park substantially unfit for use and occupation by the Lessee or so as to deprive the Lessee of substantial use of the Demised Premises and/or the Building Car Park and if the damage or destruction has not been caused by some default on the part of the Lessee its employees or agents and the policy or policies effected by the Lessor have not been vitiated or payment refused in consequence of some act default or neglect of the

Lessee its employees or agents then the rent and other payments payable to the Lessor or a fair and just proportion according to the extent of the damage and impairment of use will be suspended until the Demised Premises and/or the Building Car Park have been reinstated and rendered fit for use.

- 9.2.2 If there is any dispute between the parties as to the quantum of rent or any other payments to be suspended the dispute is to be referred to a Valuer to be appointed at the expense of the Lessee and Lessor equally on the application of the Lessor by the President or other senior officer for the time being of the Victorian Division of the Australian Property Institute and the decision of the Valuer is final and binding on the parties and the Valuer acts as an expert and not as an arbitrator.
- 9.2.3 If the Building the Building Car Park or the Demised Premises are totally or so substantially damaged or destroyed that reinstatement is in the opinion of the Lessor economically or otherwise unjustified the Lessor instead of reinstating the Building the Building Car Park or the Demised Premises as the case may be may at its sole and absolute discretion by notice in writing to the Lessee terminate this Lease.
- 9.2.4 If after any total or substantial damage or destruction the Lessor has not terminated this Lease in accordance with Clause 9.2.3 and the Lessee has given to the Lessor written notice requiring the Lessor to rebuild or reinstate the Building the Building Car Park or the Demised Premises as the case may be and the Lessor has failed to commence rebuilding or reinstatement within six months from the date of the notice the Lessee may by notice in writing to the Lessor terminate this Lease.
- 9.2.5 If the Lessor commences rebuilding or reinstatement within the period referred to in Clause 9.2.4 the Lessor must continue such rebuilding or reinstatement with reasonable diligence.
- 9.2.6 If this Lease is terminated in accordance with this Clause 9.1
  - 9.2.6.1 no compensation is payable by either party as a result of the termination;
  - 9.2.6.2 termination is without prejudice to the rights of either party in relation to any antecedent breach matter or thing.

### 9.3 CONDITION ON TERMINATION

- 9.3.1 The Lessee must at the expiry or earlier termination of this Lease peaceably surrender and yield up to the Lessor the whole of the Demised Premises and every part of it including fixtures and fittings of a structural nature (unless required by the Lessor to be removed) clean and free from rubbish and in a state of repair order and condition which is in all respects consistent with the covenants on the part of the Lessee.
- 9.3.2 The Lessee must if it desires or if required so to do by the Lessor remove from the Demised Premises prior to the expiry or earlier termination of the Term any fittings (to which the requirement relates) erected or installed by the Lessee during or prior to the Commencement Date and must make good any damage whatsoever caused to the Demised Premises by removal of fittings whether at the request of the Lessor or as of right.
- 9.3.3 The Lessee must if required by the Lessor reinstate any alterations and remove any additions made by the Lessee or by the Lessor at the request of the Lessee so that the Demised Premises are converted back to their original condition at the date of the first letting of the Demised Premises to the Lessee and without prejudice to the generality of the foregoing must remove and reinstate to their original condition ceiling tiles, floor coverings, treated and applied finishes, electrical, plumbing, and other Utilities and Building Services.
- 9.3.4 The Lessor may cause any fittings to be removed any alterations to be re-instated and any additions to be removed and damage so caused to be made good and may recover the costs from the Lessee as a liquidated debt payable on demand.
- 9.3.5 Any fittings not removed by the Lessee either as of right or by requirement of the Lessor are deemed abandoned by the Lessee and become the property of the Lessor.
- 9.3.6 Upon vacating the Demised Premises the Lessee must remove any signs names advertisements or notices erected painted displayed affixed or exhibited to or in the Building and must make good any damage or disfigurement caused.

### 9.4 SECURITY OF BUILDING

- 9.4.1 The Lessee must use all reasonable endeavours to protect and keep safe the Demised Premises and any

property in the Demised Premises and any persons thereon from theft or robbery when the Demised Premises are not in use and must comply with all reasonable directions given and rules laid down by the Lessor or its Managing Agent or the Body Corporate for the use of any keys or card-keys supplied to the Lessee for purposes of gaining entrance to the Building the Building Car Park or the Demised Premises and as to procedures to be adopted and requirements to be observed when entering leaving or remaining in the Building the Building Car Park or the Demised Premises at times when the doors giving access to the Building are locked and it is agreed by the Lessee that any breach or non-observance by the Lessee or by any of its officers or employees of any such directions or rules constitutes a breach by the Lessee of its covenants under this Lease and (without prejudice to the Lessor's rights arising from such breach) entitles the Lessor to prohibit particular offending individuals from having access to or the right to use or occupy the Demised Premises at any time when the doors giving access to the Building are locked.

- 9.4.2 The Lessee must not manually or by any device prevent the doors of any lifts from closing in accordance with the automatic closing devices nor use any lifts in the Building for the carriage of goods without first obtaining the consent of the Lessor or its Managing Agent.
- 9.4.3 The Lessee must not in any way create any actual or potential fire hazard in the Building the Building Car Park or the Demised Premises or in any part of the Building and must permit the Lessor at all times to enter upon the Demised Premises and to abate any actual or potential fire hazard in or about the Demised Premises and if such hazard in the reasonable opinion of the Lessor is caused by or results from the use or occupancy of the Demised Premises by the Lessee the Lessee must pay to the Lessor the costs and expenses incurred by the Lessor in carrying out such work.
- 9.4.4 The Lessor acknowledges that for efficiency sake the Lessee may use an automated car parking system.

## 9.5 EXEMPTION FROM LIABILITY

Except to the extent as may be caused by a negligent act or omission of the Lessor, its agents or employees the Lessor is not liable for any injury loss or damage caused to the Lessee its sub-lessees employees agents invitees and licensees nor is this Lease capable of being terminated or the Lessee entitled to any

claim for abatement of rent by reason of any happening or the act of any person on or in the vicinity of the Building howsoever caused (including the negligence of any person) or any malfunction interruption or suspension of the operation of the Building Services and Utilities installed in the Building or failure to carry out the cleaning of the Building PROVIDED THAT in the event of any malfunction (which is not the responsibility of the Lessee under this Lease) the Lessor will take all such action as may be reasonably practicable to rectify the malfunction as soon as practicable.

#### 9.6 INDEMNIFICATION OF LESSOR

The Lessee indemnifies and will keep indemnified the Lessor from and against all damages losses costs charges expenses actions claims and demands which may be sustained suffered recovered or made against the Lessor or for which the Lessor may become liable whether during or after the Term in respect of or arising from:

- 9.6.1 injury or loss which may be sustained by any person when using or entering or near any portion of the Demised Premises whether in the occupation of the Lessor or of the Lessee or of any other person where such injury arises or has arisen as a result of the negligence of or as a result of the creation of some dangerous thing or state of affairs by the Lessee or by any contractor employee or agent of the Lessee and whether the existence of such dangerous thing or dangerous state of affairs was or ought to have been known to the Lessor or not;
- 9.6.2 loss damage or injury from any cause whatsoever to property or persons inside or outside the Demised Premises occasioned or to the extent contributed to by the neglect or default of the Lessee or any employee agent contractor or other person claiming through or under the Lessee to observe or perform any of the covenants conditions regulations and restrictions on the part of the Lessee;
- 9.6.3 the negligent use misuse waste or abuse by the Lessee or any employee agent contractor of or any other person claiming through or under the Lessee of the Utilities Building Services and Appliances and facilities of the Demised Premises the Building Car Park or the Building;
- 9.6.4 the overflow leakage or escape of asbestos water fire gas electricity or any other harmful agent whatsoever in or from the Building or the Demised Premises caused or to the extent contributed to by any act or omission on



the part of the Lessee its employees agents contractors or other persons;

- 9.6.5 the failure of the Lessee to notify the Lessor of any defect in any of the Building Services or Appliances in the Demised Premises or the Building Car Park;
- 9.6.6 loss damage or injury from any cause whatsoever to property or person caused or to the extent contributed to by the use of the Building the Building Car Park or the Demised Premises by the Lessee or any employee agent contractor or invitee of the Lessee;
- 9.6.7 the occurrence on the Demised Premises during the Term of any accident or injury to or death of any person or damage or injury to or loss of the property of any person except to the extent that the occurrence has been caused by the negligence of the Lessor its employees agents or contractors;

#### 9.7 LESSEE'S RISK AND CONSEQUENTIAL LOSS

- 9.7.1 Except to the extent as may be caused by a negligent act or omission of the Lessor, its agents or employees the Lessee releases to the full extent permitted by law the Lessor and its agents contractors and employees from all claims and demands of every kind resulting from any accident damage or injury occurring in the Building and the Lessee expressly agrees that the Lessor has no responsibility or liability for any loss of or damage to fixtures or personal property of the Lessee.
- 9.7.2 Without limiting the generality of the foregoing the Lessee acknowledges that the Lessor is not liable to the Lessee or to any other person for loss or damage suffered as a result of fire or explosion or the escape of water liquids or sewerage or by reason of any fault or failure of any of the Building Services or Appliances or Utilities or by insufficiency or absence of lighting or by the bursting running or leaking of any tank closet tap or pipe or by rain or other water being on or entering the Demised Premises through the roof skylight vent window trapdoor or otherwise or for any damage arising from any act or neglect of other occupiers of the Building or of any adjacent property or of the public or from any other cause whatsoever or from any structural defect and the Lessor is not liable in damages or otherwise for any failure to furnish or interruption of the Building Services the Utilities or the Appliances PROVIDED ALWAYS that the loss or damage is not

occasioned by any wilful act or negligence of the Lessor its employees or agents.

10 FURTHER PROVISIONS

It is further agreed and declared as follows:

10.1 SUITABILITY OF THE PREMISES

The Lessee acknowledges that no promise representation warranty or undertaking has been given by or on behalf of the Lessor as to the suitability of the Building or the Demised Premises for any purpose or for any business or as to the fittings finish facilities and amenities of the Building or the Demised Premises and all warranties (if any) implied by law are so far as legally possible expressly negated.

10.2 VICARIOUS RESPONSIBILITY

The Lessee must not suffer any of the Lessee's employees agents or so far as the Lessee can control them the Lessee's customers or invitees to commit a breach of or make default in performing any of the covenants on the part of the Lessee.

10.3 NOTICES

Any notice required to be served under this Lease will be sufficiently served on the Lessee if served personally or if delivered to or left for the Lessee or if forwarded by prepaid post addressed to the Lessee at the address of the Lessee noted in the Reference Schedule or if sent by facsimile transmission to the facsimile number of the Lessee (if any) noted in the Reference Schedule and will be sufficiently served on the Lessor if addressed to the Lessor and left for or forwarded by prepaid post to the Lessor at its registered office for the time being (if the Lessor is a Company) or the Lessor's last known place of abode or business or if sent by facsimile transmission to the facsimile number of the Lessor (if any) noted in the Reference Schedule and a notice sent by post shall be deemed to have been served on the second Business Day after posting and a notice served by facsimile transmission shall be deemed to have been served on the date shown on the successful transmission report of the sender's facsimile machine provided that the report shows that the notice was transmitted in full and that if the date is not a Business Day or the time of transmission is after 4.30pm then the notice will be deemed served on the Business Day next following the date of transmission.

10.4 READING DOWN AND SEVERANCE OF INVALID PROVISIONS

The several covenants and conditions and each and every part of them contained in this Lease are to be construed so as not to



infringe the provisions of any Act whether State or Federal but if any covenant or condition on its true interpretation does infringe any provision or is otherwise void or unenforceable that covenant or condition must be read down to such extent as may be necessary to ensure that it does not so infringe and as may be reasonable in all circumstances so as to give it a valid operation of a partial character and in the event that the infringing covenant or condition cannot be so read down it will be deemed to be void and severable and the remaining provisions of this Lease will have full force and effect.

#### 10.5 EXCLUSION OF IMPLIED TERMS

This document embodies the entire understanding and the whole agreement between the parties relative to the subject matter and all previous negotiations representations warranties arrangements and statements (if any) whether express or implied (including any collateral agreement or warranty) with reference to the subject matter or the intentions of either of the parties are merged and otherwise excluded and cancelled.

#### 10.6 LEGAL COSTS AND EXPENSES

The Lessee must promptly pay all the Lessor's legal costs charges and expenses of and incidental to any variation or assignment or subletting and of any surrender and other termination of this Lease otherwise than by effluxion of time and every breach or default by the Lessee and in or incidental to the exercise or attempted exercise of any right power privilege authority or remedy of the Lessor under or by virtue of this Lease in accordance with the Practitioner Remuneration Order First Schedule and the relevant provisions of the General Order and the fees of all consultants properly incurred by the Lessor in consequence of or in connection with breach or default by the Lessee.

#### 10.7 HOLDING OVER

If the Lessee remains in occupation of the Demised Premises after the expiry or earlier termination of the Term without objection by the Lessor then in the absence of any express written agreement to the contrary the Lessee is deemed to be a monthly tenant of the Demised Premises at a monthly rent equivalent to the monthly proportion of the rent and the other amounts (if any) payable by the Lessee as at the expiry or earlier termination of the Term and otherwise upon the same Terms and conditions mutatis mutandis as those contained in this Lease so far as applicable. During the term of overholding the Lessor may increase the monthly rental payable at any time by not less than one calendar months notice in writing to the Lessee.

#### 10.8 DEDUCTIONS FROM RENTAL

The Lessee must not at any time deduct or set-off any money payable or claimed by the Lessee to be payable by the Lessor to the Lessee from or against any rent or other money payable by the Lessee to the Lessor pursuant to any provision of this Lease.

#### 10.9 SALE BY LESSOR

In the event of the Lessor proposing to sell the Building or the Demised Premises the Lessee must upon reasonable notice permit the Lessor or its agent to display on the exterior or interior of the Building or the Demised Premises a "For Sale" sign of reasonable size and to conduct prospective purchasers through the Demised Premises to enable them to view the same PROVIDED that in exercising such powers the Lessor must endeavour not to cause any undue inconvenience to the Lessee.

#### 10.10 RELETTING BY LESSOR

The Lessee must during the last three months of the Term unless the Lessee has exercised any option to renew contained in this Lease upon reasonable notice permit the Lessor or its agents to display on the exterior or interior of the Demised Premises a "To Let" sign of reasonable size and to conduct prospective future tenants through the Demised Premises to enable them to view the same PROVIDED that in exercising such powers the Lessor must endeavour not to cause any undue inconvenience to the Lessee.

#### 11 PARKING TARIFFS

The Lessee has the sole right to set parking tariffs to apply in respect of the Lessee's business conducted on the Demised Premises from time to time.

#### 12 RENTAL ADJUSTMENT

The Annual Rent will be increased on each date specified in item 11 of the Reference Schedule ("the Adjustment Date") to an amount equal to 103% of the amount of the Annual Rent payable for the immediately preceding 12 month period.

#### 13 RENT REVIEW

##### 13.1 INITIATING NOTICE

Either Party ("the Serving Party") is entitled to serve a written notice on the other ("the Recipient Party") fixing the Annual Rent at the dates specified in item 12 of the Reference Schedule, or at a date upon which the Annual Rent is required to be determined in

accordance with this clause, (each being a review date) at an amount which the Serving Party considers to be the current open market rental value of the Demised Premises ("the current rent") as at the review date based on a lease between a willing lessor and a willing lessee and in all respects (except as to rent payable) on the terms covenants and conditions of this Lease.

### 13.2 RECIPIENT PARTY'S NOTICE

The Recipient Party may within a period of thirty days after receipt of the notice from the Serving Party give written notice to the Serving Party stating that the Recipient Party does not agree that the amount nominated by the Serving Party is the current rent. If the Recipient Party does not give the notice within the time and in the manner referred to in this sub-clause then the amount nominated by the Serving Party in its notice is the Annual Rent to apply with effect from the review date.

### 13.3 DETERMINATION BY VALUER

If the Recipient Party gives the notice referred to in the preceding paragraph the current rent will be fixed by a practising real estate agent who is a member of the Victorian Division of the Australian Property Institute having not less than five years experience in the valuation and leasing of commercial car park premises in the Melbourne Metropolitan Area appointed at the request of the Lessor by the President for the time being of the Institute except that if a person satisfying these criteria has been appointed in respect of a rent review of the rent payable on any other carparking space situated in the Building Car Park that same person must be appointed ("the Valuer"). The Valuer acts as an expert and not as an arbitrator and his decision will be final and binding on the parties. All costs incurred in fixing the current rent must be borne by the Lessee and the Lessor in equal shares.

### 13.4 MATTERS TO BE CONSIDERED BY VALUER

Notwithstanding anything to the contrary contained in this Lease but without limiting the factors to be considered by the Valuer in making his determination under Clause 13.3 the Valuer must:

- 13.4.1 provide his determination of the market rental for the Demised Premises on the basis that the Demised Premises forms 1/175 of the value of a fully staffed normal commercial car park carried on at the Building Car Park; and
- 13.4.2 the Valuer must not set the rent at a level which would render operation of a commercial car park from the Demised Premises (and the other premises leased and

licensed by the Lessee in the Building car park) unprofitable to a commercial car park operator.

**13.5 INTERIM PAYMENT**

If the amount of the current rent has not been ascertained before the review date the Lessee must pay rent at the same rate required to be paid immediately prior to the review date and upon the current rent being ascertained any necessary adjustment of rent must be made forthwith.

**13.6 FAILURE TO GIVE NOTICE**

If the parties fails to exercise their right to give the notice under paragraph 13.1 before a review date the right may be exercised at any time prior to the next review date to take effect from the review date immediately preceding the date on which the notice was given. No succeeding review date will be postponed by reason of the operation of this sub-clause in relation to any preceding review date.

**13.7 GST EXCLUSIVE VALUE**

The amount of the reviewed rent as agreed or fixed under this Clause 12 is the GST exclusive value of the current open market rental.

**14 OPTION OF RENEWAL**

**14.1** If the Lessee wishes to take a new Lease of the Demised Premises from the expiry of the Term and gives to the Lessor notice in writing ("the Notice") to that effect not less than six (6) months prior to the expiry of the Term (and if during the Term of this Lease the Lessee has punctually paid all money payable and if at the time of giving the Notice and at the expiry of the Term there is no subsisting breach by the Lessee) the Lessor will grant the Lessee a new Lease of the Demised Premises for the Further Term specified in Item 15 of the Reference Schedule upon the same covenants terms conditions and provisions as are contained in this Lease or such of them as are then capable of taking affect excluding this Clause 14 and at a commencing Annual Rent determined in accordance with clause 13 and containing the following alterations in the Reference Schedule:-

**14.1.1** Term - the period of ten years.

**14.1.2** Commencement Date - [the day following the expiry of the Term].

- 14.1.3 Rent Adjustment Dates – on the first, second, fourth, fifth, seventh and eighth anniversary of the Commencement Date.
- 14.1.4 Rent Review Dates – on the third, sixth and ninth anniversary of the Commencement Date.
- 14.1.5 Annual Rent - [the annual rent determined in accordance with Clause 13].
- 14.2 It is a condition precedent to the exercise of the option granted in Clause 14.1 that the Lessee has:
  - 14.2.1 throughout the Term punctually paid the reserved rent; and
  - 14.2.2 throughout the Term not committed any breach of the covenants conditions and provisions of this Lease on its part to be observed and performed; and
  - 14.2.3 validly exercised its option to renew all other leases and licences that it holds for premises in and about the Building Car Park as is necessary for it to conduct its business operated on and from the Demised Premises and Building Car Park.

## 15 COMMON MANAGING AGENT

- 15.1 The Lessor will use reasonable endeavours to ensure that it, together with all other owners of lots comprising the Building Car Park, appoint a common managing agent to represent them all.
- 15.2 The Lessor (together with all other owners of lots comprising the Building Car Park) may change Managing Agents on notice to the Lessee.
- 15.3 Where there is a Managing Agent:
  - 15.3.1 the Lessor must promptly notify the Lessee in writing of the Managing Agent's identity and contract details;
  - 15.3.2 a Managing Agent appointed under this Clause 15 may be treated as the Managing Agent by the Lessee until the Managing Agent or the Lessor notify the Lessee in writing that they have ceased to be Managing Agent;
  - 15.3.3 any notice required to be given to the Lessor under this Lease is validly given if it is served on the Managing Agent;

- 15.3.4 any consent permission or approval required to be obtained from the Lessor under this Lease is sufficiently obtained if it is obtained from the Managing Agent;
- 15.3.5 any direction that the Managing Agent gives relating to the Demised Premises is taken to be a direction of the Lessor;
- 15.3.6 anything that the Lessor is empowered to do under this Lease may be done by the Managing Agent on the Lessor's behalf;
- 15.3.7 the Managing Agent may not vary the terms of this Lease; and
- 15.3.8 communications from the Lessor supersede those from the Managing Agent if there is any inconsistency between them.

EXECUTED as a deed.

THE COMMON SEAL of METROPOL  
PTY LTD (A.C.N. 088 346 909) was  
hereunto affixed in accordance with its  
Constitution in the presence of:

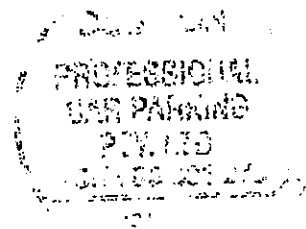


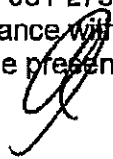
  
Andrew M. Rettig

Sole Director and Sole Secretary

Name of Sole Director and Sole  
Secretary  
(Print)

THE COMMON SEAL of  
PROFESSIONAL CAR PARKING PTY  
LTD (A.C.N. 093 081 273) was hereunto  
affixed in accordance with its  
Constitution in the presence of:



  
Andrew M. Rettig

Sole Director and Sole Secretary

Name of Sole Director and Sole  
Secretary  
(Print)

REFERENCE SCHEDULE

- |    |                                     |  |
|----|-------------------------------------|--|
| 1  | Lessor:                             | <u>METROPOL PTY LTD (A.C.N. 088 346 909)</u>   |
| 2  | Address for Service:                | Level 10, 650 Chapel Street, South Yarra, Vic 3141   |
| 3  | Facsimile Number:                   | (03) 9827 0322   |
| 4  | Lessee:                             | <u>PROFESSIONAL CAR PARKING PTY LTD</u><br>(A.C.N. 093 081 273)  |
| 5  | Address for Service:                | Level 10, 650 Chapel Street, South Yarra, Vic, 3141  |
| 6  | Facsimile Number:                   | (03) 9827 0322   |
| 7  | Demised Premises:                   | The car park Premises situate in the Building known as 60 Fitzroy Street, St Kilda being Lot 74 on Plan of Subdivision PS432208Q being Certificate of Title Volume 10642 Folio 755 and more particularly shown hatched on the plan annexed hereto. |
| 8  | Term:                               | The period of 15 years commencing on the Commencement Date.  |
| 9  | Commencement Date:                  | 7 June 2002  |
| 10 | Annual Rent:                        | First and second year of the term: \$2,925.00  |
| 11 | Rent Adjustment Dates:              | On the second, fourth, fifth, seventh, eighth, tenth, eleventh, thirteenth and fourteenth anniversary of the Commencement Date.  |
| 12 | Rent Review Dates:                  | On the third, sixth, ninth and twelfth anniversary of the Commencement Date.   |
| 13 | Use of Premises:                    | Commercial car park or any other purpose permitted by Planning Permits No. 1178/1999 & 240/2000, issued by the City of Port Phillip.   |
| 14 | Fixtures, Fittings and Furnishings: | Nil  |
| 15 | Renewal Term:                       | One further term of ten years.   |



16	Security Deposit/Bank Guarantee Amount:	Nil.
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**ADDITIONAL RULES – 60 FITZROY STREET, ST KILDA – P.S. 432208Q**

**BODY CORPORATE RULES**

**Body Corporate No. 1 & 2**

**1. DEFINITIONS**

In these rules:

- (a) "Act" means the Subdivision Act 1988;
- (b) "Building" means the building constructed on the Land;
- (c) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (d) "Land" means the whole of the land described in the Plan;
- (e) "Manager" means the person for the time being appointed by the body corporate as its manager or if no person is for the time being appointed, the secretary of the body corporate;
- (f) "Plan" means Plan of Subdivision No. P.S. 432208Q
- (g) "Retail Lot" means any of Lot numbers 195, 196, 197, 199, 301, 302, 303, 304, 305, 306, 307, 308 and 309 on the Plan.
- (h) "Residential Lot" means any of Lot numbers not specified in 1(g) above on the plan
- (i) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a Lot or the common property;
- (j) Unless the context otherwise requires –
  - (vii) headings are for convenience only,
  - (vii) words importing a gender include any gender,
  - (vii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency,
  - (vii) 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,
  - (vii) 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 issues under that statute,
  - (vii) a reference to a body corporate includes any elected committee of the body corporate, and
  - (vii) a reference to a thing includes part of that thing; and

- (k) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate 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.

## **PRECEDENCE OF RULES**

In so far as these Additional Rules are capable of applying to the common property owned by Body Corporate 3 on the Plan or to a Retail Lot, then to the extent that these Additional Rules conflict with the additional rules created from time to time by the members of Body Corporate No 3 on the Plan the additional rules created from time to time by body corporate No 3 will take precedence over these Additional Rules.

## **2. SUPPORT AND PROVISION OF SERVICES**

- 2.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a Lot must not:

- 2.1.1 do anything or permit anything to be done on or in relation to that 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 or occupier of a Residential Lot must not install a safe or other item of greater mass than 100 kg or producing a floor loading of greater than 150 kg per square metre when full without the written consent of the body corporate.

## **3. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS**

- 3.1 A proprietor or occupier of a Lot must not:

- 3.1.1 Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of Lots or their families or visitors;
- 3.1.2 Make or permit to be made any undue noise in or about the common property or any Lot affected by the body corporate;
- 3.1.3 Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of midnight and 8:00am;
- 3.1.4 Create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using common property; or
- 3.1.5 Obstruct the lawful use of common property by any person.
- 3.1.6 Without limiting the generality of the foregoing, use hammer drills or jack hammers in a Lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.

- 3.2 A proprietor or occupier of a Lot when on common property or on any part of a Lot so as to be visible from another Lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another Lot or to any person lawfully using common property.
- 3.3 A proprietor or occupier of a Lot must not smoke in the stairwells, lifts, foyers, carpark, carpark lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the body corporate or its Manager may designate from time to time.
- 3.4 A proprietor or occupier of a Lot must not permit any child under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
- 3.5 A proprietor or occupier of a Lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

#### **4. CLEANING OF A LOT**

- 4.1 A proprietor or occupier of a Lot must keep that Lot clean and in good repair.

#### **5. DAMAGE TO COMMON PROPERTY**

- 5.1 A proprietor or occupier of a Lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.

#### **6. MOVING OF CERTAIN ARTICLES**

- 6.1 A proprietor or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.
- 6.2 A proprietor or occupier of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager.
- 6.3 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 or occupier of the Lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the Lot will be liable for any damage caused to the common property arising from the movement of the article.
- 6.4 Without limiting the generality of the foregoing rules, a proprietor or occupier of a Residential Lot must not move articles likely to cause damage through the main entrance lobby or any other foyer. These items must be moved via the car park.

#### **7. INTERFERENCE WITH COMMON PROPERTY**

- 7.1 A proprietor or occupier of a Lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 7.2 A proprietor or occupier of a Lot must not, without the written authority of the body corporate or its Manager, interfere with the operation of any plant and equipment owned by the body corporate.

- 7.3 A proprietor or occupier of a Residential Lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that Lot without the prior written consent of the body corporate.
- 7.4 A proprietor or occupier of a Lot must not install a storage cage nor permit the installation of covering to any storage cages other than as permitted by the body corporate or as per the specifications agreed by the Committee of Management.
- 7.5 A proprietor or occupier of a Lot must not modify any television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the body corporate.
- 7.6 A proprietor or occupier of a Lot must not modify or install any video/intercom unit without the prior written consent of the Manager and on the proviso that the contractor specified by the Manager is used. Once installed, the video/intercom unit becomes the property of the body corporate and cannot be removed even after the property has been sold.
- 7.7 A proprietor or occupier of a Lot must not use that part of a Lot designed for use as a car parking space for any other purpose without the written consent of the body corporate.

## **8. SECURITY OF COMMON PROPERTY**

- 8.1 A proprietor or occupier 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 Building.

## **9. NOTIFICATION OF DEFECTS**

- 9.1 A proprietor or occupier of a Lot must promptly notify the body corporate or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

## **10. COMPENSATION TO BODY CORPORATE**

- 10.1 The proprietor or occupier of a Lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

## **11. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL**

- 11.1 The body corporate may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:-
  - 11.1.1 close off any part of the common property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;
  - 11.1.2 permit to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and
  - 11.1.3 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots



- 11.2 A proprietor and occupier of a Lot must abide by any actions taken by the body corporate in accordance with this rule 11.1.

## **12. SECURITY KEYS**

- 12.1 The body corporate may charge a reasonable fee for any additional Security Key required by a proprietor.
- 12.2 A proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security key available for use by any occupier 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 body corporate.
- 12.3 A proprietor or occupier of a Lot in possession of a Security Key must not without written consent from the body corporate 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 or occupier and is not dispose of otherwise than by returning it to the proprietor or the body corporate.
- 12.4 A proprietor or occupier of a Lot must promptly notify the body corporate if a Security Key issued to him is lost or destroyed.

## **13. GARBAGE**

- 13.1 A proprietor or occupier of a Lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 13.2 A proprietor or occupier of a Lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:
- 13.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;
  - 13.2.2 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate; and
  - 13.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the designated garbage areas, and;
  - 13.2.4 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

## **14. CONSENT OF BODY CORPORATE**

- 14.1 A consent given by the body corporate 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 or occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

## **15. STORAGE OF FLAMMABLE LIQUIDS**

- 15.1 A proprietor or occupier of a Lot must not:
- 15.1.1 except with the written consent of the body corporate, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or

15.1.2 do or permit anything which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

15.1.3 Nothing in rule 15.1 prohibits the proprietor or occupier of a Lot used as a restaurant or café or for other commercial purposes storing on that Lot or the common property any flammable chemical liquid or gas for use in that business.

## **16. PETS AND ANIMALS**

16.1 A proprietor or occupier of a Lot must not keep any animal on common property after being given notice by the body corporate to remove such animal after the body corporate has resolved that the animal is causing a nuisance.

16.2 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on common property such as gardens, paths and grass areas.

16.3 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the common property.

16.4 A proprietor or occupier of a Lot must ensure that no animals are allowed in the garden area. A proprietor or occupier of a Lot must ensure that animals enter and leave the property through the car park entrance or fire stairs and not through the main entrance lobby unless carried.

## **17. COMPLAINTS AND APPLICATIONS**

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

## **18. VEHICLES ON COMMON PROPERTY**

18.1 A proprietor or occupier of a Lot must not park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a Lot, or in any place other than in a parking areas specified by the body corporate for such purpose by the body corporate;

18.2 A proprietor or occupier 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 body corporate and the body corporate reserves the right to remove offending vehicles, trailers or motor cycles.

18.3 A proprietor or occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their Lot and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property or their Lot after due notice has been served.

## **19. STORAGE OF BICYCLES**

19.1 A proprietor or occupier of a Lot must not:

19.1.1 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the body corporate or its Manager for such purpose and fitted with bicycle racks from time to time;



- 19.1.2 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 body corporate or its Manager from time to time.

## **20. INSURANCE PREMIUMS**

- 20.1 A proprietor or occupier of a Lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

## **21. FIRE CONTROL**

- 21.1 A proprietor or occupier 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.
- 21.2 A proprietor or occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.
- 21.3 A proprietor or occupier 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.

## **22. SIGNS, BLINDS AND AWNINGS**

- 22.1 A proprietor or occupier of a Lot must not erect or affix any sign or notice to any part of the common property or inside their Lot.
- 22.2 A proprietor or occupier of a Residential Lot must not install or permit the installation of any window coverings other than cream backed blinds or venetians, natural timber venetians or charcoal blinds or venetians, (vertical blinds are not permitted). I.e. The only colours which can be seen from the exterior of the building are cream, natural timber or charcoal, or such other window coverings permitted by the body corporate from time to time.
- 22.3 A proprietor or occupier of a Residential Lot must not install or permit the installation, any awnings or external blind to their Lot or the common property other than as approved by the body corporate.

## **23. APPEARANCE OF A LOT**

- 23.1 Without limiting any other of these rules, a proprietor or occupier of a Lot must not:
- 23.1.1 without prior written consent of the body corporate maintain inside a Residential Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;
- 23.1.2 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 body corporate;
- 23.1.3 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 Building;
- 23.1.4 without the prior written consent of the body corporate attach to or hang from the exterior of the Lot any aerial or any security device or wires;
- 23.1.5 install or operate any intruder alarm which emits an audible signal;

- 23.1.6 allow any glazed portions of the Residential 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; and
- 23.1.7 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.
- 23.1.8 install any air conditioning unit in a Residential Lot other than on a balcony where the pipework cannot be seen on the exterior of the building i.e. must be internally plumbed, the condenser unit must be isolated from structure to ensure no reverberation occurs, discharge of excess water from the condenser must be properly plumbed so as not to interfere with the residents or the footpath below. Roof air conditioning units are an option on the basis that the correct Town Planning Approval is obtained, so as not to obstruct views from adjoining properties. All units must comply with EPA guidelines. Any work requiring common area access, i.e. cranes, scissor lifts etc., will require approval from the Body Corporate and must indemnify the Body Corporate to their satisfaction prior to attending the site.
- 23.1.9 install any pipes, wiring, cables or the like to the external face of the Building.
- 24. PAINTING, FINISHING, ETC**
- 24.1 A proprietor or occupier 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.
- 25. CLOTHES DRYING AND APPEARANCE OF A LOT**
- 25.1 A proprietor or occupier 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 written consent of the body corporate.
- 25.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the body corporate.
- 25.3 A proprietor or occupier of a Lot must not place, display or hang any chattel or item (including, without limitation, any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property and the Lot without the consent of the body corporate.
- 26. COMPLIANCE WITH RULES BY INVITEES**
- 26.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.
- 26.2 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.
- 27. COMPLIANCE WITH LAWS**
- 27.1 A proprietor or occupier of a Lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.



- 29.3 The proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the body corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;
- 29.4 Without limiting the generality of sub-paragraph (iv) the proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 29.4.1 building materials must not be stacked or stored in the front side or rear of the Building;
  - 29.4.2 scaffolding must not be erected on the common property or the exterior of the Building;
  - 29.4.3 construction work must comply with all laws of the relevant Government Agencies;
  - 29.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state
  - 29.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- 29.5 Before any of the proprietor or occupier's works commence the proprietor or occupier must:
- 29.5.1 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 body corporate; and
  - 29.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate;
- 29.6 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the body corporate in the case of common property;
- 29.7 The proprietor or occupier of a Lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the body corporate may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying;

- 29.8 The proprietor or occupier of a Lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the body corporate's election) to reimburse to the body corporate the cost incurred or to be incurred by the body corporate in making good any such damage.

### **30 CONDUCT OF MEETING**

- 30.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

### **31 SELLING AND LEASING**

- 31.1 A proprietor or occupier of a Lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the body corporate.
- 31.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the body corporate.

### **32 USE OF APPURTENANCES**

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

### **33 INFECTIOUS DISEASES**

- 33.1 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 the body corporate and shall pay to the body corporate 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.

### **34. ACCESS TO LOTS**

- 34.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the body corporate or the committee of the body corporate and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Lot owner in cases where such leakage or defect is due to any act or default of the said Lot owner or his or her invitees). The committee of the body corporate, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Lot owner or occupier as is reasonable in the circumstances.

### **35. RECOVERY OF BODY CORPORATE CONTRIBUTION FEES/LEGAL COSTS**

- 35.1 The member shall pay on demand by the body corporate all legal costs on a solicitor-own client basis which the body corporate pays, incurs or expends in consequence of any default by the member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of body corporate contribution fees.

### **36. PENALTY INTEREST**

- 36.1 The Body Corporate will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

### **37. RESIDENTS MOVING IN OR VACATING**

- 37.1 Residents intending to move furniture in or out of a Residential Lot must not:

37.1.1 do so without notifying the Manager at least 48 hours prior to the proposed move and receiving approval from the Manager for the day and time in order to coordinate the movement of removalists and tradesmen and to protect lifts, etc.

- 37.2 Residents moving furniture in or out at any time must not:

37.2.1 permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Manager.

37.2.2 permit any furniture or items to access or exit the building other than the car park. Absolutely no movement is to be through the main entrance lobby.

37.2.3 permit any vehicles to restrict access to the car park.

37.2.4 conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.

37.2.5 place any furniture or items in a lift other than that specified by the Manager and notwithstanding 37.1.1 until protective covers have been placed in the lift by the Manager.

37.2.6 either themselves or permit any removalist to allow furniture or items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door.

37.2.7 damage the lifts in any way or lobbies or any area nor leave rubbish papers or other detritus along the path of the move. The occupier must ensure that carriers do not leave empty boxes or cartons in the building. At the completion of the move in or out the Manager will inspect the lifts, lobbies and common property for damage, marking or detritus and will if any is found notify the resident of amount payable in rectification. The amount must be paid to the body corporate promptly.

37.2.8 conduct the operation in other than a quick and timely manner.

- 37.3 A proprietor of a Lot must not permit tenants or occupiers to avoid paying the cost of damage referred to in 37.2.7. If the amount is not paid within 7 days, the proprietor will become liable to the body corporate for the amount.

# Due Diligence Checklist

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

Before buying 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](http://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 on 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.



# MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation Plan No 432208Q2  
60 FITZROY STREET  
352 CANTERBURY ROAD, ST KILDA, VIC, 3182

**These are the minutes of the Annual General Meeting for Owners Corporation Plan No 432208Q2 held at Video Conference: <https://meet.bcsm.com.au/66963850> commencing at 6:00 PM on Thursday 14 September 2023.**

Notice of interim minutes is provided pursuant to Section 78(4) of the Act and that these interim resolutions will become resolutions of the Owners Corporation, subject to paragraphs (b) & (c), 29 days from the date of the interim resolution.

## Lots Represented

<u>Lot No</u>	<u>Name</u>
15	Georgina Orpin
26	Damon Youl
26A	Christopher Cameron & Victor Oyugi
38	Toby Sherring
38A	Adam Green
45	Laura Georgiou
46	Delia Houlihan
48	Mae Allan & Simon Hurley
50	Daniel Burns
55	Stephen Ross
58	Alfredo Calle
61	Ian Gibson

## Present by Proxy

<u>Lot</u>	<u>In Favour of:</u>
------------	----------------------

## Apologies

## In Attendance

Rylie Vincent representing Body Corporate Services (VIC) Pty Limited.

## Quorum

As no quorum was declared, members resolved that the meeting proceed in accordance with Section 78 of the Owners Corporation Act 2006, and that all decisions made will be interim decisions



## Chairperson

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Rylie Vincent

## Motions

### 1 MINUTES

#### 1.1 Minutes of Last AGM

#### Ordinary Resolution

That the Minutes of the last Annual General Meeting of the Owners Corporation held 6 October 2022 be adopted and confirmed as a true record and account of the decisions made at that meeting.

**Motion Result:** Passed by Simple Majority

### 2 INSURANCES

#### 2.1 Acknowledge Insurance

#### Ordinary Resolution

That the Owners Corporation resolve to acknowledge and accept the insurance cover set out within the notice of meeting; and  
resolve to renew the insurance at the greater of, the suggested rate of cover as recommended by the broker/insurer at the time of renewal or the recommended by a valuation obtained prior to the renewal.

**Motion Result:** Passed by Simple Majority

#### 2.2 Obtain a new Valuation

#### Ordinary Resolution

That the Owners Corporation resolve to obtain an insurance valuation and if the recommend building sum insured from the valuation is greater than the current building sum insured amount, as soon as practicable, obtain additional insurance cover to ensure the level of cover is at least equal to the level of cover recommended by the insurance valuation.

**Motion Result:** Defeated by Simple Majority

#### 2.3 Acknowledge Insurance Valuation

#### Ordinary Resolution

That the Owners Corporation acknowledge the insurance valuation report dated 16 April 2021 with a recommended building sum insured of \$57,660,000.00.

**Motion Result:** Passed by Simple Majority

## 3 REPORTS

### 3.1 Receive Committee Report

#### Ordinary Resolution

That the Committee Report be received.

#### **Committee Report OC2 – AGM 14<sup>th</sup> September 2023**

**Tiles in courtyard** - more broken tiles were replaced.

**Sloping Wall facing Canterbury Rd** – the situation has improved but more tests are to be conducted.

**Carpark Floors** – scheduled to be cleaned week beginning 11<sup>th</sup> September 2023.

**Garden bed Waterproofing** – completed.

**Timber Cladding** – ongoing. A big expense and there are many options for repair or replacement for which quotes need to be sourced. It has been established that apart from the balconies attached to various Units, (which are the responsibility of the individual owners), OC1 is the responsible OC. Due to financial constrictions, however, OC2 will probably need to finance this.

**Entry Stoops** – have been filled, repaired, sanded, and painted.

**Plants in Courtyard** - two large pots have been located in the courtyard.

**Missing boards on Unit 37 balcony** – have been replaced by the Owner.

**Residential car park #44** – drip tray installed under leak.

**Removal of Flammable Rubbish in Residential Car Parks** – an advice letter was sent to Residents and then a kerb-side hard-waste collection was organised.

**Leak in lobby of Units 51-56** – fixed and carpet to be replaced.

**Residential car park #45** – surface water does not flow to a drain. Quotes to remedy this were received in September 2023.

**Residential Canterbury Road steps** – these have been pressure washed and safety nosing installed.

**Leaks inside and outside Units 34 and 35** – this situation is currently being addressed.

**Car park security** – members of the Committee attended a community meeting with City of Port Phillip, police, and residents of St Kilda. Metropol residents were urged to call 000 and report all trespassers. This has been done several times resulting in rough sleepers being moved on by police and their belongings removed by CoPP. A new Security Company has been engaged to patrol the Metropol complex.

**Security bar for key locks for residents** – this has been approved.

**Motion Result:** Passed by Simple Majority

### 3.2 Receive Manager's Report

#### Ordinary Resolution

That the Manager's Report be received.

**Motion Result:** Passed by Simple Majority

### 3.3 Receive Dispute Resolution Report/Arrears Waiver of Interest Report

#### Ordinary Resolution

That the Dispute Resolution Report/Arrears Waiver of Interest Report be received.

**Motion Result:** Passed by Simple Majority

## 4 AUDITOR

### 4.1 Annual Audit

#### Ordinary Resolution

That the Owners corporation resolves that the statement of accounts for the financial year 01/07/2023 to 30/06/2024 be audited.

**Motion Result:** Passed by Simple Majority

## 5 FINANCIAL STATEMENTS

### 5.1 Financial Statements

#### Ordinary Resolution

That the audited financial statements for the period ending 30 June 2023 (which report total members' funds of \$139,225.54 as per report attached) be adopted.

**Motion Result:** Passed by Simple Majority

## 6 BUDGET

### 6.1 Approve Budget

#### Ordinary Resolution

That the budget for the financial year commencing 1 July 2023, enclosed within the meeting documents, be adopted.

Please note that the administration budget is not proposed to increase.

Please note that the maintenance budget is proposed to increase from \$56,6000.00 per year to \$59,600.00 in line with the adopted maintenance plan.

**See Attachment 1.**

**Motion Result:** Passed by Simple Majority

## 7 FEES

### 7.1 Setting of Fees - Administration Fund

#### Ordinary Resolution

That fees be set in accordance with Section 23 of the Owners Corporations Act 2006 at \$156,200.00 (incl. GST) towards the **Administration Fund**, to commence on 1 July 2023.

**Motion Result:** Passed by Simple Majority

### 7.2 Fee Instalment Periods - Administration Fund

#### Ordinary Resolution

That the **Administration Fund** fees be paid in advance by 4 instalments for the financial year ending 30 June 2024, and to be continued at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting, as follows:

#### Administration Fund:

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Ent.
Already Issued	Current	01 Jul 2023	30 Sep 2023	01 Jul 2023	\$39,050.00	\$20.71
To be Issued	Current	01 Oct 2023	31 Dec 2023	01 Oct 2023	\$39,050.00	\$20.71
To be Issued	Current	01 Jan 2024	31 Mar 2024	01 Jan 2024	\$39,050.00	\$20.71
To be Issued	Current	01 Apr 2024	30 Jun 2024	01 Apr 2024	\$39,050.00	\$20.71
<b>Total</b>					<b>\$156,200.00</b>	<b>\$82.82</b>

#### Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Ent.
To be Issued	Next	01 Jul 2024	30 Sep 2024	01 Jul 2024	\$39,050.00	\$20.71
To be Issued	Next	01 Oct 2024	31 Dec 2024	01 Oct 2024	\$39,050.00	\$20.71
<b>Total</b>					<b>\$78,100.00</b>	<b>\$41.41</b>

**Motion Result:** Passed by Simple Majority

### 7.3 Setting of Fees - Maintenance Fund

#### Ordinary Resolution

That fees be set in accordance with Section 23 of the Owners Corporations Act 2006 at \$59,600.00 (incl. GST) towards the **Maintenance Fund** to commence on 1 July 2023.

**Motion Result:** Passed by Simple Majority

#### 7.4 Fee Instalment Periods - Maintenance Fund

#### Ordinary Resolution

That the **Maintenance Fund** fees be paid in advance by 4 instalments for the financial year ending 30 June 2024, and to be continued at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting, as follows:

##### Maintenance Fund:

Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund	Per Lot Ent.
Already Issued	Current	01 Jul 2023	30 Sep 2023	01 Jul 2023	\$14,190.50	\$7.52
To be Issued	Current	01 Oct 2023	31 Dec 2023	01 Oct 2023	\$14,190.50	\$7.52
To be Issued	Current	01 Jan 2024	31 Mar 2024	01 Jan 2024	\$15,609.50	\$8.28
To be Issued	Current	01 Apr 2024	30 Jun 2024	01 Apr 2024	\$15,609.50	\$8.28
<b>Total</b>					<b>\$59,600.00</b>	<b>\$31.60</b>

##### Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund	Per Lot Ent.
To be Issued	Next	01 Jul 2024	30 Sep 2024	01 Jul 2024	\$14,900.00	\$7.90
To be Issued	Next	01 Oct 2024	31 Dec 2024	01 Oct 2024	\$14,900.00	\$7.90
<b>Total</b>					<b>\$29,800.00</b>	<b>\$15.80</b>

**Motion Result:** Passed by Simple Majority

### 8 PENALTY INTEREST AND DEBT RECOVERY

#### 8.1 Charging of Penalty Interest

#### Ordinary Resolution

That the Owners Corporation confirm to charge penalty interest in accordance with the conditions set out by the Owners Corporation Act 2006 Part 3.

**Motion Result:** Passed by Simple Majority

#### 8.2 Waiver of Penalty Interest and Late Payment Fees

#### Ordinary Resolution

That the Owners Corporation No. 432208Q2 resolve that the Manager, when finalising outstanding levies and charges, may waive from the lot ledger fees and charges (excluding levies) up to **\$20** of penalty interest and **\$62** of late payment charges where the lot has not had any waiver of fees and charges in the preceding two (2) years. All other amounts will require approval of the Committee. Any waiver of interest will require the amount to be paid in full with the credit being carried forward to be applied to future fees.

**Motion Result:** Passed by Simple Majority

#### 8.3 Payment Plans

#### Ordinary Resolution

That the Owners Corporation No. 432208Q2 resolve that the Manager be delegated the authority to enter the Owner and Owners Corporation into a payment arrangement where the outstanding balance is paid out in full within six (6) months, or in accordance with a policy adopted by the Committee from time to time; and subject to all future fees and charges being paid on-time and in full.

**Motion Result:** Passed by Simple Majority

#### 8.4 Debt Recovery Process

#### Ordinary Resolution

- a. That the manager arrange for the issue of debt collection and proceedings against the owner/s of lot/s in arrears, and;
- b. That the debt collection and legal cost/s of these proceedings be invoiced back to the owner/s of lot/s who are being pursued for the arrears, and;
- c. That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary, or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligations under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation, and;
- d. That the Owners Corporation may recover from any instigating unit owner the cost of any works undertaken for the use of that unit such as but not limited to: - Title Searches, Key Issue / Recovery, Attendance to record searches or other incidentals.

**Motion Result:** Passed by Simple Majority

### 9 MANAGER

#### 9.1 Appointment of Manager

#### Ordinary Resolution

That in accordance with The Owners Corporations Act 2006 Section 119, Owners Corporations Regulations 2018 and Owners Corporation Rules:

- a. Body Corporate Services (VIC) Pty Limited be appointed as Manager of the Owners Corporation for 1 year from and including the date of this meeting;
  - b. The Owners Corporation delegate to the Manager all of the powers and functions of the Owners Corporation necessary to enable the Manager to perform its duties under the form of Contract of Appointment Owners Corporation Manager (Appointment);
  - c. The delegation to the Manager is to be subject to the conditions and limitations in the Appointment;
  - d. That a member be appointed as representative of the Owners Corporation for the purpose of the Appointment; and
  - e. The common seal of the Owners Corporation be affixed to the Appointment.
- See pages - 46-67

**Motion Result:** Passed by Simple Majority

### 10 ENGAGEMENT OF CONTRACTORS

#### 10.1 Engagement of Contractors

#### Ordinary Resolution

That the Owners Corporation acknowledges that the Strata Manager will not issue a Work Order or engage any Contractors for the provision of any goods or services, unless they have complied with the Minimum Requirements as defined in the explanatory note.

**Motion Result:** Passed by Simple Majority

## 11 ESSENTIAL SAFETY

### 11.1 Essential Safety

#### Ordinary Resolution

That the Owners Corporation will review its mandatory responsibility in accordance with the Victorian Building Regulations 2006 (Part 10) & OHS Act 2004, Section 21 (3) in relation to the fire services, safety and risk management; and

That the Owners Corporation is to ensure the essential service items are attended to in accordance with the Building Code of Australia.

**Motion Result:** Passed by Simple Majority

## 12 USE OF COMMON SEAL AND EXECUTION OF DOCUMENTS

### 12.1 Use of Common Seal and Execution of Documents

#### Ordinary Resolution

To advise what documents the common seal has been affixed to, or documents executed by the Owners Corporation in accordance with Section 10 of the Owners Corporations Act 2006, since the last Annual General Meeting.

- Contract of Appointment – Owners Corporation Manager x 2
- OC Certificate for prospective vendors.

**Motion Result:** Passed by Simple Majority

## 13 COMMITTEE

### 13.1 To Elect a Committee

#### Ordinary Resolution

That, pursuant to Sections 100 and 103 of the Owners Corporation Act 2006, the Owners Corporation elect a committee consisting of eight (8) members.

Members:

Victor Oyugi	Lot 26A
Adam Green	Lot 38A
Eve Tauber	Lot 42
Laura Georgiou	Lot 45
Delia Houlihan	Lot 46
Mae Allan	Lot 48
Daniel Burns	Lot 50
Steve Ross	Lot 55

**Motion Result:** Passed by Simple Majority

### 13.2 Committee To Elect a Chairperson

#### Ordinary Resolution

That the Committee elect Delia Houlihan as the Chairperson of the Owners Corporation.

**Motion Result:** Passed by Simple Majority

### 13.3 Committee To Elect a Secretary

#### Ordinary Resolution

That the Owners Corporation appoint BCS as Secretary of the Owners Corporation and of the Committee in accordance with Sections 99 and 107 of the Owners Corporation Act 2006.

**Motion Result:** Passed by Simple Majority

### 13.4 Delegation of Powers to Committee

#### Ordinary Resolution

That the Owners Corporation delegate to the members of the Committee who are members of the Owners Corporation all the powers and functions of the Owners Corporation that may be delegated as set out in the Owners Corporation Act 2006 (see the notes section below for breakdown);

**Motion Result:** Passed by Simple Majority

### 13.5 Committee to also serve as Grievance Committee

### Ordinary Resolution

That the members of the Committee also serve as the Grievance Committee.

**Motion Result:** Passed by Simple Majority

## 14 GENERAL BUSINESS

### 14.1 Timber Cladding

The committee are working on obtaining quotes for the timber cladding replacement over the next year. Members noted that the timber on the balconies forms part of the owner's private property and will be an expense for the individual owners.

### 14.2 Car Park Gates

Members asked if the car park gates could be adjusted so they close as quickly as possible. BCS will ask the gate contractor to check the timings when they are next onsite.

## 15 NEXT MEETING

The next Annual General Meeting will be held around the same time next year, with a date to be determined by the committee.

## Closure

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There being no further business the Chairperson declared the meeting closed at 07:15 PM.

## Approved Annual Budget

## Administrative Fund

Owners Corporation for Plan No. 432208Q2

1 July 2023 to 30 June 2024

352 CANTERBURY ROAD ST KILDA VIC 3182

Expenditure	Actuals 07/22 - 06/23	Budget 07/22 - 06/23	Budget 07/23 - 06/24	Variance \$
Accountant - audit fees	960.00	1,200.00	1,200.00	-
Caretaker-Contractor	55,320.62	54,830.00	54,800.00	(30.00)
Cleaning Service - bins, garbage chutes	2,424.00	3,000.00	3,000.00	-
Cleaning Service - windows	-	1,100.00	1,100.00	-
Electricity	7,842.49	10,000.00	10,000.00	-
Exterior Finishes - ceramic tiles	1,850.00	-	-	-
Garage Door Maintenance	1,218.00	3,500.00	3,500.00	-
Garden/Lawn Maintenance	28.60	-	-	-
Gas	1,144.20	1,000.00	1,500.00	500.00
General Repairs	10,081.03	15,000.00	15,000.00	-
Intercom & Security System	17,810.00	-	-	-
Legal Costs - debt recovery	2,590.46	1,500.00	1,500.00	-
Lift Maintenance	1,748.75	5,500.00	5,500.00	-
Management - accounting fees	1,752.55	1,770.00	1,770.00	-
Management - additional services	872.06	440.00	660.00	220.00
Management - after hours meeting	206.00	-	400.00	400.00
Management - certificate fees	81.04	-	-	-
Management - debt recovery	338.18	-	-	-
Management - disbursements	43.96	-	-	-
Management - management fees	9,079.31	9,293.00	9,757.00	464.00
Management - work order/quotes	150.00	300.00	300.00	-
Pest Control Services	451.00	2,500.00	2,500.00	-
Plumbing	11,168.10	15,000.00	15,000.00	-
Prior Period Adjustment	679.09	-	-	-
Structural - Engineer	400.00	-	-	-
Sundry Expenditure	7,046.03	-	-	-
Water	947.55	1,000.00	1,000.00	-
<b>Total Administrative Fund Expenditure</b>	<b>136,233.02</b>	<b>126,933.00</b>	<b>128,487.00</b>	<b>1,554.00</b>
<b>Additional Revenue</b>	<b>Actuals 07/22 - 06/23</b>	<b>Budget 07/22 - 06/23</b>	<b>Budget 07/23 - 06/24</b>	<b>Variance \$</b>
Non-Mutual Revenue - bank interest	246.39	-	-	-
Non-Mutual Revenue - certificates	89.14	-	-	-
Taxes - GST rounding	1.89	-	-	-
<b>Total Administrative Fund Additional Revenue</b>	<b>337.42</b>	<b>-</b>	<b>-</b>	<b>-</b>



## Approved Annual Budget (continued)

### Administrative Fund

Owners Corporation for Plan No. 432208Q2

1 July 2023 to 30 June 2024

352 CANTERBURY ROAD ST KILDA VIC 3182

Administrative Fund Summary		Budget 07/23 - 06/24
Opening balance (Surplus)	105,634.05	
Expenditure during budget period	128,487.00	
	<b>22,852.95</b>	
Less Additional revenue during budget period	0.00	
Plus Planned surplus at end of budget period	119,147.05	
Plus Allowance for GST on levies	14,200.00	Per Ent
<b>Budgeted levies to be raised \$</b>	<b>156,200.00</b>	<b>82.8208</b>
Last years budgeted levies raised	156,200.00	82.8208
Variance \$	0.00	
Total Lot Liability	1886	
*May include insurance contributions		

## Approved Annual Budget

## Maintenance Fund

Owners Corporation for Plan No. 432208Q2

1 July 2023 to 30 June 2024

352 CANTERBURY ROAD ST KILDA VIC 3182

Expenditure	Actuals 07/22 - 06/23	Budget 07/22 - 06/23	Budget 07/23 - 06/24	Variance \$
General Repairs	-	50,000.00	50,000.00	-
<b>Total Maintenance Fund Expenditure</b>	-	<b>50,000.00</b>	<b>50,000.00</b>	-

Maintenance Fund Summary	Budget 07/23 - 06/24	
Opening balance (Surplus)	51,879.38	
Expenditure during budget period	50,000.00	
	<b>(1,879.38)</b>	
Less Additional revenue during budget period	0.00	
Plus Planned surplus at end of budget period	56,061.20	
Plus Allowance for GST on levies	5,418.18	<b>Per Ent</b>
<b>Budgeted levies to be raised \$</b>	<b>59,600.00</b>	<b>31.6013</b>
Last years budgeted levies raised	56,762.00	30.0965
Variance \$	<b>2,838.00</b>	
Total Lot Liability	1886	

# OWNERS CORPORATION CERTIFICATE

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

**As at 9th May 2024**

## 1. OWNERS CORPORATION DETAILS

Plan Number: 432208Q1

Address of Plan: 352 CANTERBURY ROAD ST KILDA VIC 3182

Lot Number this statement relates to: 38B

Unit Number this statement relates to: 38B

Postal Address: Level 14, 575 Bourke Street Melbourne Victoria 3000

## 2. CERTIFICATE DETAILS

Vendor: John Romanos

Postal Address for Lot 38B: C/- Xynergy Realty Group  
19 Station Street Oakleigh Victoria 3166

Person requesting Certificate: Link West Conveyancing

Reference: ( Ref: VIC 3182)

E-mail: [JEFF@LINKWESTCONVEYANCING.COM.AU](mailto:JEFF@LINKWESTCONVEYANCING.COM.AU)

## 3. CURRENT ANNUAL LEVY FEES FOR LOT 38B

### ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 38B are **2,610.82 per annum** commencing on 1 July 2023.  
Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/07/23 to 30/09/23	496.30	01/07/23	Paid
01/10/23 to 31/12/23	496.30	01/10/23	Paid
01/01/24 to 31/03/24	809.11	01/01/24	Paid
01/04/24 to 30/06/24	809.11	01/04/24	Paid

### Maintenance Fund

The annual maintenance levy fees for Lot 38B are **395.08 per annum** commencing on 1 July 2023.  
Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/07/23 to 30/09/23	98.77	01/07/23	Paid
01/10/23 to 31/12/23	98.77	01/10/23	Paid
01/01/24 to 31/03/24	98.77	01/01/24	Paid
01/04/24 to 30/06/24	98.77	01/04/24	Paid

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 9th May 2024

For Plan No. 432208Q1 - Lot 38B

## 4. CURRENT LEVY POSITION FOR LOT 38B

Fund	Balance	Paid To
Administrative	0.00	30 June 2024
Maintenance Fund	0.00	30 June 2024
<b>BALANCE</b>	<b>0.00</b>	

## 5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 38B.

## 6. OTHER CHARGES

There are currently no additional charges payable by Lot 38B that relate to work performed by the owners corporation or some other act that incurs additional charge.

## 7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 9 May 2024:

Account / Fund	Amount
<b>TOTAL FUNDS HELD AS AT 9 MAY 2024</b>	<b>\$121,521.91</b>

## 8. INSURANCE

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

### Policy

Policy No.	VCS42798
Expiry Date	3-July-2024
Insurance Company	CHU/QBE COMMUNITYSURE
Broker	Body Corporate Brokers Pty Ltd (VIC)
Premium	210278.95

### Cover Type

Cover Type	Amount of Cover
Appeal Expenses	\$100,000
Building Catastrophe	\$18,351,448
Common Area Contents	\$611,715
Damage (i.e. Building) Policy	\$61,171,494
Fidelity Guarantee Insurance	\$250,000
Floating Floors	Included
Flood	Insured
Government Audit Costs	\$25,000
Legal Defence Expenses	\$100,000
Loss of Rent	\$9,175,724
Lot Owner's Fixtures and Improvements	\$250,000
Machinery Breakdown Insurance	\$50,000
Office Bearers Liability Insurance	\$10,000,000
Property, Death and Injury (Public Liability)	\$30,000,000
Voluntary Workers Insurance	\$300,000/3000

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 9th May 2024

For Plan No. 432208Q1 - Lot 38B

## 9. CONTINGENT LIABILITIES

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

## 10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has entered into or intends to enter in the foreseeable future the following contracts affecting the common property:

Date of Contract	Name of Contractor	Status	Brief Description
24/10/2023	BODY CORPORATE SERVICES (VIC)	Current	Management Agreement

## 11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

## 12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has made the following agreements to provide services to lot owners and occupiers or the general public for a fee:

Date of Agreement	Name of Service Provider	Agreement provided to	Status	Brief Description
01/08/2020	Charmaine Farrugia, Schindler Lifts Australia Pty	Occupiers	Current	Lift maintenance contract

## 13. NOTICES OR ORDERS

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

## 14. CURRENT OR FUTURE PROCEEDINGS

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

## 15. APPOINTMENT OF AN ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator.

# OWNERS CORPORATION CERTIFICATE

(Continued)

As at 9th May 2024

For Plan No. 432208Q1 - Lot 38B

## 16. PROFESSIONAL MANAGER DETAILS

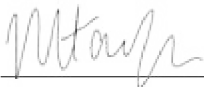
Name of Manager: Body Corporate Services (VIC) Pty Ltd  
ABN / ACN: 35079654103  
Address of Manager: Level 14, 575 Bourke Street Melbourne Victoria 3000  
Telephone: 96161699  
Facsimile:  
E-mail Address: [bcs\\_melbourne@bcssm.com.au](mailto:bcs_melbourne@bcssm.com.au)

## 17. ADDITIONAL INFORMATION

Nil.

## SIGNING

The common seal of Plan No. 432208Q1, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Maddie Taylor/RT  
Company: Body Corporate Services (VIC) Pty Limited  
Address of registered office: Level 14, 575 Bourke Street Melbourne Victoria 3000

09/05/2024

Date



Common Seal  
of Owners Corporation

ABN: 66705681145  
352 CANTERBURY ROAD  
ST KILDA VIC 3182

Accounts: 1300889227  
Enquiries: 96161699  
Body Corporate Services (VIC) Pty Ltd

Link West Conveyancing

9th May 2024

Dear Link West Conveyancing

**Re: OWNERS CORPORATION CERTIFICATE - LOT 38B, PLAN NO. 432208Q1**


In response to your request, we now attach an Owners Corporation Certificate for Lot 38B in Plan No. 432208Q1 dated 9th May 2024. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

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

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

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

Yours faithfully



Registered Manager

Full name: Maddie Taylor/RT  
Company: Body Corporate Services (VIC) Pty Limited  
Address of registered office: Level 14, 575 Bourke Street Melbourne  
Victoria 3000

09/05/2024

Date

# Owners Corporation for Plan No. 432208Q1

352 CANTERBURY ROAD ST KILDA VIC 3182

ABN/ACN 66705681145

## DEBTOR STATEMENT - LOT: 38B

OWNER: John Romanos

For the period 1 Jul 2023 to 30 Jun 2024 - sorted by Due Date

### Levy Account

Due Date	Issue Date	Payment Date	Payment Method	Description	Period (if applicable)	Admin Fund	Maint Fund	BALANCE
				Brought forward		496.30	98.77	595.07
01-07-23	18-05-23			Levies - normal (interim)	01-07-23 to 30-09-23	-496.30		98.77
01-07-23	18-05-23			Levies - normal (interim)	01-07-23 to 30-09-23		-98.77	0.00
		21-09-23	TRANSFER	Payment 595.07		496.30	98.77	595.07
01-10-23	18-08-23			Levies - normal (interim)	01-10-23 to 31-12-23	-496.30		98.77
01-10-23	18-08-23			Levies - normal (interim)	01-10-23 to 31-12-23		-98.77	0.00
		21-12-23	TRANSFER	Payment 907.88		809.11	98.77	907.88
01-01-24	18-11-23			Levies - normal	01-01-24 to 31-03-24	-809.11		98.77
01-01-24	18-11-23			Levies - normal	01-01-24 to 31-03-24		-98.77	0.00
01-04-24	17-02-24			Levies - normal	01-04-24 to 30-06-24		-98.77	-98.77
01-04-24	17-02-24			Levies - normal	01-04-24 to 30-06-24	-809.11		-907.88
		02-04-24	TRANSFER	Payment 907.88		809.11	98.77	0.00
Balance as at 9 May 2024						0.00	0.00	0.00

### Sundry Account

Due Date	Issue Date	Payment Date	Payment Method	Description	Lot Debt*	Notes	Admin Fund	Maint Fund	BALANCE
		19-07-23	TRANSFER	1 x swipe for lot 38B	38B		45.00		45.00
25-07-23	18-07-23			1 x swipe for lot 38B	38B	TASK ID 7152126 VA	-45.00		0.00
Balance as at 9 May 2024							0.00	0.00	0.00
* Invoice is a debt to the Lot							TOTAL ADMIN	TOTAL MAINT	TOTAL BALANCE
^ Invoice is a debt to the Sundry Debtor									
						\$	0.00	0.00	0.00



## **Schedule 2—Model rules for an owners corporation**

Regulation 11

### **1 Health, safety and security**

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

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

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

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

#### **1.3 Waste disposal**

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

#### **1.4 Smoke penetration**

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by

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

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

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

### **1.5 Fire safety information**

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

## **2 Committees and sub-committees**

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

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

## **3 Management and administration**

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

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

- (3) Subrule (2) does not apply if the concession or rebate—
- (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
  - (b) is paid directly to the lot owner or occupier as a refund.

#### **4 Use of common property**

##### **4.1 Use of common property**

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

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

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

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

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

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

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

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

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

## **5 Lots**

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

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

#### **Example**

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

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

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

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

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

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

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

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

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

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

## **6 Behaviour of persons**

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

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

### **6.2 Noise and other nuisance control**

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

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

## **7 Dispute resolution**

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

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

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

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

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

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

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



# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

## What is an owners corporation?

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

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

## How are decisions made by an owners corporation?

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

## Owners corporation rules

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

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

## Lot entitlement and lot liability

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

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

## Further information

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

## Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

**ADDITIONAL RULES – 60 FITZROY STREET, ST KILDA – P.S. 432208Q**

**BODY CORPORATE RULES**

**Body Corporate No. 1 & 2**

**1. DEFINITIONS**

In these rules:

- (a) "Act" means the Subdivision Act 1988;
- (b) "Building" means the building constructed on the Land;
- (c) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (d) "Land" means the whole of the land described in the Plan;
- (e) "Manager" means the person for the time being appointed by the body corporate as its manager or if no person is for the time being appointed, the secretary of the body corporate;
- (f) "Plan" means Plan of Subdivision No. P.S. 432208Q
- (g) "Retail Lot" means any of Lot numbers 195, 196 ,197, 199, 301, 302, 303, 304, 305, 306, 307, 308 and 309 on the Plan.
- (h) "Residential Lot" means any of Lot numbers not specified in 1(g) above on the plan
- (i) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a Lot or the common property;
- (j) Unless the context otherwise requires –
  - (vii) headings are for convenience only,
  - (vii) words importing a gender include any gender,
  - (vii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency,
  - (vii) 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,
  - (vii) 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 issues under that statute,
  - (vii) a reference to a body corporate includes any elected committee of the body corporate, and
  - (vii) a reference to a thing includes part of that thing; and

- (k) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate 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.

## **PRECEDENCE OF RULES**

In so far as these Additional Rules are capable of applying to the common property owned by Body Corporate 3 on the Plan or to a Retail Lot, then to the extent that these Additional Rules conflict with the additional rules created from time to time by the members of Body Corporate No 3 on the Plan the additional rules created from time to time by body corporate No 3 will take precedence over these Additional Rules.

## **2. SUPPORT AND PROVISION OF SERVICES**

- 2.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a Lot must not:

- 2.1.1 do anything or permit anything to be done on or in relation to that 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 or occupier of a Residential Lot must not install a safe or other item of greater mass than 100 kg or producing a floor loading of greater than 150 kg per square metre when full without the written consent of the body corporate.

## **3. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS**

- 3.1 A proprietor or occupier of a Lot must not:

- 3.1.1 Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of Lots or their families or visitors;
- 3.1.2 Make or permit to be made any undue noise in or about the common property or any Lot affected by the body corporate;
- 3.1.3 Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of midnight and 8:00am;
- 3.1.4 Create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using common property; or
- 3.1.5 Obstruct the lawful use of common property by any person.
- 3.1.6 Without limiting the generality of the foregoing, use hammer drills or jack hammers in a Lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.

- 3.2 A proprietor or occupier of a Lot when on common property or on any part of a Lot so as to be visible from another Lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another Lot or to any person lawfully using common property.
- 3.3 A proprietor or occupier of a Lot must not smoke in the stairwells, lifts, foyers, carpark, carpark lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the body corporate or its Manager may designate from time to time.
- 3.4 A proprietor or occupier of a Lot must not permit any child under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
- 3.5 A proprietor or occupier of a Lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

#### **4. CLEANING OF A LOT**

- 4.1 A proprietor or occupier of a Lot must keep that Lot clean and in good repair.

#### **5. DAMAGE TO COMMON PROPERTY**

- 5.1 A proprietor or occupier of a Lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.

#### **6. MOVING OF CERTAIN ARTICLES**

- 6.1 A proprietor or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.
- 6.2 A proprietor or occupier of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager.
- 6.3 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 or occupier of the Lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the Lot will be liable for any damage caused to the common property arising from the movement of the article.
- 6.4 Without limiting the generality of the foregoing rules, a proprietor or occupier of a Residential Lot must not move articles likely to cause damage through the main entrance lobby or any other foyer. These items must be moved via the car park.

#### **7. INTERFERENCE WITH COMMON PROPERTY**

- 7.1 A proprietor or occupier of a Lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 7.2 A proprietor or occupier of a Lot must not, without the written authority of the body corporate or its Manager, interfere with the operation of any plant and equipment owned by the body corporate.



- 7.3 A proprietor or occupier of a Residential Lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that Lot without the prior written consent of the body corporate.
- 7.4 A proprietor or occupier of a Lot must not install a storage cage nor permit the installation of covering to any storage cages other than as permitted by the body corporate or as per the specifications agreed by the Committee of Management.
- 7.5 A proprietor or occupier of a Lot must not modify any television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the body corporate.
- 7.6 A proprietor or occupier of a Lot must not modify or install any video/intercom unit without the prior written consent of the Manager and on the proviso that the contractor specified by the Manager is used. Once installed, the video/intercom unit becomes the property of the body corporate and cannot be removed even after the property has been sold.
- 7.7 A proprietor or occupier of a Lot must not use that part of a Lot designed for use as a car parking space for any other purpose without the written consent of the body corporate.

## **8. SECURITY OF COMMON PROPERTY**

- 8.1 A proprietor or occupier 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 Building.

## **9. NOTIFICATION OF DEFECTS**

- 9.1 A proprietor or occupier of a Lot must promptly notify the body corporate or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

## **10. COMPENSATION TO BODY CORPORATE**

- 10.1 The proprietor or occupier of a Lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

## **11. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL**

- 11.1 The body corporate may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:-
  - 11.1.1 close off any part of the common property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;
  - 11.1.2 permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and
  - 11.1.3 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots

- 11.2 A proprietor and occupier of a Lot must abide by any actions taken by the body corporate in accordance with this rule 11.1.

## **12. SECURITY KEYS**

- 12.1 The body corporate may charge a reasonable fee for any additional Security Key required by a proprietor.
- 12.2 A proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security key available for use by any occupier 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 body corporate.
- 12.3 A proprietor or occupier of a Lot in possession of a Security Key must not without written consent from the body corporate 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 or occupier and is not disposed of otherwise than by returning it to the proprietor or the body corporate.
- 12.4 A proprietor or occupier of a Lot must promptly notify the body corporate if a Security Key issued to him is lost or destroyed.

## **13. GARBAGE**

- 13.1 A proprietor or occupier of a Lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 13.2 A proprietor or occupier of a Lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:
- 13.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;
  - 13.2.2 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate; and
  - 13.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the designated garbage areas, and;
  - 13.2.4 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

## **14. CONSENT OF BODY CORPORATE**

- 14.1 A consent given by the body corporate 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 or occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

## **15. STORAGE OF FLAMMABLE LIQUIDS**

- 15.1 A proprietor or occupier of a Lot must not:
- 15.1.1 except with the written consent of the body corporate, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or



- 15.1.2 do or permit anything which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.
- 15.1.3 Nothing in rule 15.1 prohibits the proprietor or occupier of a Lot used as a restaurant or café or for other commercial purposes storing on that Lot or the common property any flammable chemical liquid or gas for use in that business.

## **16. PETS AND ANIMALS**

- 16.1 A proprietor or occupier of a Lot must not keep any animal on common property after being given notice by the body corporate to remove such animal after the body corporate has resolved that the animal is causing a nuisance.
- 16.2 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on common property such as gardens, paths and grass areas.
- 16.3 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the common property.
- 16.4 A proprietor or occupier of a Lot must ensure that no animals are allowed in the garden area. A proprietor or occupier of a Lot must ensure that animals enter and leave the property through the car park entrance or fire stairs and not through the main entrance lobby unless carried.

## **17. COMPLAINTS AND APPLICATIONS**

- 17.1 Any complaint or application to the body corporate must be addressed in writing to the Manager, or where there is no Manager, the secretary of the body corporate.

## **18. VEHICLES ON COMMON PROPERTY**

- 18.1 A proprietor or occupier of a Lot must not park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a Lot, or in any place other than in a parking areas specified by the body corporate for such purpose by the body corporate;
- 18.2 A proprietor or occupier 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 body corporate and the body corporate reserves the right to remove offending vehicles, trailers or motor cycles.
- 18.3 A proprietor or occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their Lot and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property or their Lot after due notice has been served.

## **19. STORAGE OF BICYCLES**

- 19.1 A proprietor or occupier of a Lot must not:
  - 19.1.1 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the body corporate or its Manager for such purpose and fitted with bicycle racks from time to time;

- 19.1.2 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 body corporate or its Manager from time to time.

## **20. INSURANCE PREMIUMS**

- 20.1 A proprietor or occupier of a Lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

## **21. FIRE CONTROL**

- 21.1 A proprietor or occupier 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.
- 21.2 A proprietor or occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.
- 21.3 A proprietor or occupier 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.

## **22. SIGNS, BLINDS AND AWNINGS**

- 22.1 A proprietor or occupier of a Lot must not erect or affix any sign or notice to any part of the common property or inside their Lot.
- 22.2 A proprietor or occupier of a Residential Lot must not install or permit the installation of any window coverings other than cream backed blinds or venetians, natural timber venetians or charcoal blinds or venetians, (vertical blinds are not permitted). I.e. The only colours which can be seen from the exterior of the building are cream, natural timber or charcoal, or such other window coverings permitted by the body corporate from time to time.
- 22.3 A proprietor or occupier of a Residential Lot must not install or permit the installation, any awnings or external blind to their Lot or the common property other than as approved by the body corporate.

## **23. APPEARANCE OF A LOT**

- 23.1 Without limiting any other of these rules, a proprietor or occupier of a Lot must not:
- 23.1.1 without prior written consent of the body corporate maintain inside a Residential Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;
  - 23.1.2 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 body corporate;
  - 23.1.3 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 Building;
  - 23.1.4 without the prior written consent of the body corporate attach to or hang from the exterior of the Lot any aerial or any security device or wires;
  - 23.1.5 install or operate any intruder alarm which emits an audible signal;



- 23.1.6 allow any glazed portions of the Residential 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; and
- 23.1.7 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.
- 23.1.8 install any air conditioning unit in a Residential Lot other than on a balcony where the pipework cannot be seen on the exterior of the building i.e. must be internally plumbed, the condenser unit must be isolated from structure to ensure no reverberation occurs, discharge of excess water from the condenser must be properly plumbed so as not to interfere with the residents or the footpath below. Roof air conditioning units are an option on the basis that the correct Town Planning Approval is obtained, so as not to obstruct views from adjoining properties. All units must comply with EPA guidelines. Any work requiring common area access, i.e. cranes, scissor lifts etc., will require approval from the Body Corporate and must indemnify the Body Corporate to their satisfaction prior to attending the site.
- 23.1.9 install any pipes, wiring, cables or the like to the external face of the Building.

#### **24. PAINTING, FINISHING, ETC**

- 24.1 A proprietor or occupier 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.

#### **25. CLOTHES DRYING AND APPEARANCE OF A LOT**

- 25.1 A proprietor or occupier 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 written consent of the body corporate.
- 25.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the body corporate.
- 25.3 A proprietor or occupier of a Lot must not place, display or hang any chattel or item (including, without limitation, any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property and the Lot without the consent of the body corporate.

#### **26. COMPLIANCE WITH RULES BY INVITEES**

- 26.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.
- 26.2 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.

#### **27. COMPLIANCE WITH LAWS**

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

- 27.2 A proprietor or occupier of a Lot must not use or permit a Lot affected by the body corporate to be used for any purpose that may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any Lot or the families or visitors of any such member or occupier;

**28. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS**

- 28.1 A proprietor or occupier 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 body corporate to a third party from time to time.

**29 BUILDING WORKS**

- 29.1 A proprietor or occupier of a Residential Lot must not undertake any building works within or about or relating to a body corporate member's Lot except in accordance with the following requirements:

29.1.1 Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the body corporate and then strictly in accordance with those permits approvals and consents and any conditions thereof;

29.1.2 The proprietor or occupier 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 Lot owners and occupiers;

- 29.2 The proprietor or occupier of a Lot must not proceed with any such works until the proprietor or occupier:

29.2.1 Submits to the body corporate plans and specifications of any works proposed by the proprietor or occupier 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; and

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

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

29.2.4 Pays such reasonable costs to the body corporate;

- 29.3 The proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the body corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;
- 29.4 Without limiting the generality of sub-paragraph (iv) the proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 29.4.1 building materials must not be stacked or stored in the front side or rear of the Building;
  - 29.4.2 scaffolding must not be erected on the common property or the exterior of the Building;
  - 29.4.3 construction work must comply with all laws of the relevant Government Agencies;
  - 29.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state
  - 29.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- 29.5 Before any of the proprietor or occupier's works commence the proprietor or occupier must:
- 29.5.1 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 body corporate; and
  - 29.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate;
- 29.6 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the body corporate in the case of common property;
- 29.7 The proprietor or occupier of a Lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the body corporate may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying;

- 29.8 The proprietor or occupier of a Lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the body corporate's election) to reimburse to the body corporate the cost incurred or to be incurred by the body corporate in making good any such damage.

### **30 CONDUCT OF MEETING**

- 30.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

### **31 SELLING AND LEASING**

- 31.1 A proprietor or occupier of a Lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the body corporate.
- 31.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the body corporate.

### **32 USE OF APPURTENANCES**

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

### **33 INFECTIOUS DISEASES**

- 33.1 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 the body corporate and shall pay to the body corporate 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.

### **34. ACCESS TO LOTS**

- 34.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the body corporate or the committee of the body corporate and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Lot owner in cases where such leakage or defect is due to any act or default of the said Lot owner or his or her invitees). The committee of the body corporate, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Lot owner or occupier as is reasonable in the circumstances.

### **35. RECOVERY OF BODY CORPORATE CONTRIBUTION FEES/LEGAL COSTS**

- 35.1 The member shall pay on demand by the body corporate all legal costs on a solicitor-own client basis which the body corporate pays, incurs or expends in consequence of any default by the member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of body corporate contribution fees.

### **36. PENALTY INTEREST**

- 36.1 The Body Corporate will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

### **37. RESIDENTS MOVING IN OR VACATING**

- 37.1 Residents intending to move furniture in or out of a Residential Lot must not:

37.1.1 do so without notifying the Manager at least 48 hours prior to the proposed move and receiving approval from the Manager for the day and time in order to coordinate the movement of removalists and tradesmen and to protect lifts, etc.

- 37.2 Residents moving furniture in or out at any time must not:

37.2.1 permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Manager.

37.2.2 permit any furniture or items to access or exit the building other than the car park. Absolutely no movement is to be through the main entrance lobby.

37.2.3 permit any vehicles to restrict access to the car park.

37.2.4 conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.

37.2.5 place any furniture or items in a lift other than that specified by the Manager and notwithstanding 37.1.1 until protective covers have been placed in the lift by the Manager.

37.2.6 either themselves or permit any removalist to allow furniture or items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door.

37.2.7 damage the lifts in any way or lobbies or any area nor leave rubbish papers or other detritus along the path of the move. The occupier must ensure that carriers do not leave empty boxes or cartons in the building. At the completion of the move in or out the Manager will inspect the lifts, lobbies and common property for damage, marking or detritus and will if any is found notify the resident of amount payable in rectification. The amount must be paid to the body corporate promptly.

37.2.8 conduct the operation in other than a quick and timely manner.

- 37.3 A proprietor of a Lot must not permit tenants or occupiers to avoid paying the cost of damage referred to in 37.2.7. If the amount is not paid within 7 days, the proprietor will become liable to the body corporate for the amount.

## **Metropol Owners Corporations 1 & 2 Consolidated Rules As at 31 December 2007**

These are the consolidated rules for Metropol Owners Corporations 1 & 2 effective from 31 December 2007 as a consequence of the commencement of the Owners Corporation Act 2006. These consolidated rules have been prepared by TEYS Legal Pty Limited as an aid to understanding an opinion given by TEYS Legal Pty Limited to the owners corporations of Metropol on 2 May 2008.

### **Schedule 1**

#### **Metropol Owners Corporations 1 & 2 standard rules effective from 31 December 2007**

(Regs 104 and 219 Subdivision (Owners Corporation) Regulations 2001 and paragraph 5 Schedule 2 Owners Corporations Act 2006)

#### **Use of common property and lots**

A member must not, and must ensure that the occupier of a member's lot does not –

- (a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent the use by other members or occupants of lots or their families or visitors;
- (b) park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any other than in a parking area specified for such purpose by the Owners Corporation;
- (c) use or permit a lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier or any lot or the families or visitors of any such member or occupier;
- (d) make or permit to be made any undue noise in or about the common property or any lot affected by the Owners Corporation;
- (e) make or permit to be made noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8.00 am;
- (f) keep any animal on the common property after being given notice by the Owners Corporation to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance.

## Schedule 2

### Metropol Owners Corporations 1 & 2 additional rules effective from 31 December 2007

(Passed at the inaugural meeting of Metropol and therefore valid from 31 December 2007 except to the extent of inconsistencies with the new laws as noted in italics below: Section 140 (b) Owners Corporations Act 2006)

#### 1. DEFINITIONS

In these rules:

- (a) **"Act"** (*intentionally deleted*)

*Note: the definition of "Act" must be amended to read as follows:*

*"Act" means the Owners Corporation Act 2006 and includes the Regulations made under the provisions of the Act amended from time to time.*

- (b) "Building" means the building constructed on the Land;
- (c) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (d) "Land" means the whole of the land described in the Plan;
- (e) "Manager" means the person for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (f) "Plan" means Plan of Subdivision No. P.S. 432208Q
- (g) "Retail Lot" means any of Lot numbers 195, 196, 197, 199, 301, 302, 303, 304, 305, 306, 307, 308 and 309 on the Plan.
- (h) "Residential Lot" means any of Lot numbers not specified in 1(g) above on the plan
- (i) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a Lot or the common property;
- (j) Unless the context otherwise requires –
- (vii) headings are for convenience only,



- (vii) words importing a gender include any gender,
- (vii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency,
- (vii) 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,
- (vii) 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 issues under that statute,
- (vii) a reference to a Owners Corporation includes any elected committee of the Owners Corporation, and
- (vii) a reference to a thing includes part of that thing; and
- (k) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

## **PRECEDENCE OF RULES**

In so far as these Additional Rules are capable of applying to the common property owned by Owners Corporation 3 on the Plan or to a Retail Lot, then to the extent that these Additional Rules conflict with the additional rules created from time to time by the members of Owners Corporation No 3 on the Plan the additional rules created from time to time by Owners Corporation No 3 will take precedence over these Additional Rules.

## **2. SUPPORT AND PROVISION OF SERVICES**

2.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a proprietor or occupier of a Lot must not:

2.1.1 do anything or permit anything to be done on or in relation to that 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 or occupier of a Residential Lot must not install a safe or other item of greater mass than 100 kg or producing a floor loading of greater than 150 kg per square metre when full without the written consent of the Owners Corporation.

### **3. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS**

3.1 A proprietor or occupier of a Lot must not:

- 3.1.1 Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of Lots or their families or visitors;
- 3.1.2 Make or permit to be made any undue noise in or about the common property or any Lot affected by the Owners Corporation;
- 3.1.3 Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of midnight and 8:00am;
- 3.1.4 Create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using common property; or
- 3.1.5 Obstruct the lawful use of common property by any person.

3.2 Without limiting the generality of the foregoing, use hammer drills or jack hammers in a Lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.

3.3 A proprietor or occupier of a Lot when on common property or on any part of a Lot so as to be visible from another Lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another Lot or to any person lawfully using common property.

3.4 A proprietor or occupier of a Lot must not smoke in the stairwells, lifts, foyers, carpark, carpark lobbies, loading docks, areas set aside for plant and storage, forming part of

the common property or such other parts of the common property as the Owners Corporation or its Manager may designate from time to time.

- 3.5 A proprietor or occupier of a Lot must not permit any child under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
- 3.6 A proprietor or occupier of a Lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

#### **4. CLEANING OF A LOT**

- 4.1 A proprietor or occupier of a Lot must keep that Lot clean and in good repair.

#### **5. DAMAGE TO COMMON PROPERTY**

- 5.1 A proprietor or occupier of a Lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.

#### **6. MOVING OF CERTAIN ARTICLES**

- 6.1 A proprietor or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.
- 6.2 A proprietor or occupier of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager.
- 6.3 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 or occupier of the Lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the Lot will be liable for any damage caused to the common property arising from the movement of the article.
- 6.4 Without limiting the generality of the foregoing rules, a proprietor or occupier of a Residential Lot must not move articles likely to cause damage through the main entrance lobby or any other foyer. These items must be moved via the car park.

#### **7. INTERFERENCE WITH COMMON PROPERTY**

- 7.1 A proprietor or occupier of a Lot must not, without the prior written consent of the

Owners Corporation, remove any article 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 are used only for their intended use and not damaged.

- 7.2 A proprietor or occupier 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.
- 7.3 A proprietor or occupier of a Residential Lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.
- 7.4 A proprietor or occupier of a Lot must not install a storage cage nor permit the installation of covering to any storage cages other than as permitted by the Owners Corporation or as per the specifications agreed by the Committee of Management.
- 7.5 A proprietor or occupier of a Lot must not modify any television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the Owners Corporation.
- 7.6 A proprietor or occupier of a Lot must not modify or install any video/intercom unit without the prior written consent of the Manager and on the proviso that the contractor specified by the Manager is used. Once installed, the video/intercom unit becomes the property of the Owners Corporation and cannot be removed even after the property has been sold.
- 7.7 A proprietor or occupier of a Lot must not use that part of a Lot designed for use as a car parking space for any other purpose without the written consent of the Owners Corporation.

## **8. SECURITY OF COMMON PROPERTY**

- 8.1 A proprietor or occupier 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 Building.

## **9. NOTIFICATION OF DEFECTS**

- 9.1 A proprietor or occupier of a Lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the Owners Corporation.

**10. COMPENSATION TO OWNERS CORPORATION**

- 10.1 The proprietor or occupier of a Lot shall 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 occupier or their respective tenants, licensees or invitees.

**11. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL**

- 11.1 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:-

11.1.1 close off any part of the common property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;

11.1.2 permit, to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and

- 11.2 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots.

- 11.3 A proprietor and occupier of a Lot must abide by any actions taken by the Owners Corporation in accordance with this rule 11.1.

**12. SECURITY KEYS**

- 12.1 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a proprietor.

- 12.2 A proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security key available for use by any occupier 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.

- 12.3 A proprietor or occupier of a Lot in possession of a Security Key must not without 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 or occupier and is not disposed of otherwise than by returning it to the proprietor or the Owners Corporation.

- 12.4 A proprietor or occupier of a Lot must promptly notify the Owners Corporation if a Security Key issued to him is lost or destroyed.

### **13. GARBAGE**

- 13.1 A proprietor or occupier of a Lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.

- 13.2 A proprietor or occupier of a Lot must dispose of garbage in the manner specified by the Owners Corporation from time to time but otherwise:

13.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;

13.2.2 recyclable items, without limitation, 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; and

13.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the designated garbage areas, and;

13.2.4 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

### **14. CONSENT OF OWNERS CORPORATION**

- 14.1 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 or occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

### **15. STORAGE OF FLAMMABLE LIQUIDS**

- 15.1 A proprietor or occupier of a Lot must not:

15.1.1 except with the written consent of the Owners Corporation, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor

vehicle; or

15.1.2 do or permit anything which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.

15.1.3 Nothing in rule 15.1 prohibits the proprietor or occupier of a Lot used as a restaurant or café or for other commercial purposes storing on that Lot or the common property any flammable chemical liquid or gas for use in that business.

## **16. PETS AND ANIMALS**

16.1 A proprietor or occupier of a Lot must not keep any animal on common property after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance.

16.2 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on common property such as gardens, paths and grass areas.

16.3 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the common property.

16.4 A proprietor or occupier of a Lot must ensure that no animals are allowed in the garden area. A proprietor or occupier of a Lot must ensure that animals enter and leave the property through the car park entrance or fire stairs and not through the main entrance lobby unless carried.

## **17. COMPLAINTS AND APPLICATIONS**

17.1 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.

## **18. VEHICLES ON COMMON PROPERTY**

18.1 A proprietor or occupier of a Lot must not park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a Lot, or in any place other than in a parking areas specified by the Owners Corporation for such purpose by the Owners Corporation;

18.2 A proprietor or occupier 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 and the Owners Corporation reserves the right to remove offending vehicles, trailers or motor cycles.

18.3 A proprietor or occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their Lot 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 or their Lot after due notice has been served.

## **19. STORAGE OF BICYCLES**

19.1 A proprietor or occupier of a Lot must not:

19.1.1 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;

19.1.2 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.

## **20. INSURANCE PREMIUMS**

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

## **21. FIRE CONTROL**

21.1 A proprietor or occupier 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.

21.2 A proprietor or occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.

21.3 A proprietor or occupier 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.

## **22 SIGNS, BLINDS AND AWNINGS**

- 22.1 A proprietor or occupier of a Lot must not erect or affix any sign or notice to any part of the common property or inside their Lot.
- 22.2 A proprietor or occupier of a Residential Lot must not install or permit the installation of any window coverings other than cream backed blinds or venetians, natural timber venetians or charcoal blinds or venetians, (vertical blinds are not permitted). I.e. The only colours which can be seen from the exterior of the building are cream, natural timber or charcoal, or such other window coverings permitted by the Owners Corporation from time to time.
- 22.3 A proprietor or occupier of a Residential Lot must not install or permit the installation, any awnings or external blind to their Lot or the common property other than as approved by the Owners Corporation.

## **23. APPEARANCE OF A LOT**

- 23.1 Without limiting any other of these rules, a proprietor or occupier of a Lot must not:
- 23.1.1 without prior written consent of the Owners Corporation maintain inside a Residential Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;
  - 23.1.2 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;
  - 23.1.3 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 Building;
  - 23.1.4 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;
  - 23.1.5 install or operate any intruder alarm which emits an audible signal;
  - 23.1.6 allow any glazed portions of the Residential 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; and
  - 23.1.7 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.

23.1.8 install any air conditioning unit in a Residential Lot other than on a balcony where the pipework cannot be seen on the exterior of the building i.e. must be internally plumbed, the condenser unit must be isolated from structure to ensure no reverberation occurs, discharge of excess water from the condenser must be properly plumbed so as not to interfere with the residents or the footpath below. Roof air conditioning units are an option on the basis that the correct Town Planning Approval is obtained, so as not to obstruct views from adjoining properties. All units must comply with EPA guidelines. Any work requiring common area access, i.e. cranes, scissor lifts etc., will require approval from the Owners Corporation and must indemnify the Owners Corporation to their satisfaction prior to attending the site.

23.1.9 install any pipes, wiring, cables or the like to the external face of the Building.

#### **24. PAINTING, FINISHING, ETC**

24.1 A proprietor or occupier 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.

#### **25. CLOTHES DRYING AND APPEARANCE OF A LOT**

25.1 A proprietor or occupier 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 written consent of the Owners Corporation.

25.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the Owners Corporation.

25.3 A proprietor or occupier of a Lot must not place, display or hang any chattel or item (including, without limitation, any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property and the Lot without the consent of the Owners Corporation.

#### **26. COMPLIANCE WITH RULES BY INVITEES**

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

- 26.2 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.

## **27. COMPLIANCE WITH LAWS**

- 27.1 A proprietor or occupier of a Lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.
- 27.2 A proprietor or occupier of a Lot must not use or permit a Lot affected by the Owners Corporation to be used for any purpose that may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any Lot or the families or visitors of any such member or occupier;

## **28. INTERFERENCE WITH EXCLUSIVE AND SPECIAL RIGHTS**

- 28.1 A proprietor or occupier 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 from time to time.

## **29. BUILDING WORKS**

- 29.1 A proprietor or occupier of a Residential Lot must not undertake any building works within or about or relating to a Owners Corporation member's Lot except in accordance with the following requirements:
- 29.1.1 Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof;
- 29.1.2 The proprietor or occupier 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 Lot owners and occupiers;
- 29.2 The proprietor or occupier of a Lot must not proceed with any such works until the proprietor or occupier:



- 29.2.1 Submits to the Owners Corporation plans and specifications of any works proposed by the proprietor or occupier 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; and
  - 29.2.2 Supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and
  - 29.2.3 Receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building surveyor engaged by the Owners Corporation to consider such plans and specifications) by the proprietor or occupier and such approval shall not be effective until such costs have been paid;
- 29.3 Pays such reasonable costs to the Owners Corporation;
- 29.4 The proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;
- 29.5 Without limiting the generality of sub-paragraph (iv) the proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 29.5.1 building materials must not be stacked or stored in the front side or rear of the Building;

- 29.5.2 scaffolding must not be erected on the common property or the exterior of the Building;
  - 29.5.3 construction work must comply with all laws of the relevant Government Agencies;
  - 29.5.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state
  - 29.5.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- 29.6 Before any of the proprietor or occupier's works commence the proprietor or occupier must:
- 29.6.1 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
  - 29.6.2 deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;
- 29.7 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the Owners Corporation in the case of common property;
- 29.8 The proprietor or occupier of a Lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying;
- 29.9 The proprietor or occupier of a Lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the Owners Corporation's election) to reimburse to the Owners Corporation the cost incurred or to be incurred by the Owners Corporation in making good any such damage.

### **30 CONDUCT OF MEETING (*deleted intentionally*)**

*Note: Additional rule 30.1 provides that the conduct of meetings must be in accordance with the Subdivision (Owners Corporation) Regulations 2001. Part 4 of the new Act covers general meetings of the owners corporations and Part 5 covers committee meetings. Therefore, additional rule 30.1 is of no effect; Section 140 (b) of Owners Corporations Act 2006.*

### **31 SELLING AND LEASING**

31.1 A proprietor or occupier of a Lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the Owners Corporation.

31.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the Owners Corporation.

### **32 USE OF APPURTENANCES**

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

### **33 INFECTIOUS DISEASES**

33.1 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 the Owners Corporation 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.

### **34. ACCESS TO LOTS**

34.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein

and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Lot owner in cases where such leakage or defect is due to any act or default of the said Lot owner or his or her invitees). The committee of the Owners Corporation, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Lot owner or occupier as is reasonable in the circumstances.

### **35. RECOVERY OF OWNERS CORPORATION CONTRIBUTION FEES/LEGAL COSTS**

- 35.1 The member shall pay on demand by the Owners Corporation all legal costs on a solicitor-own client basis which the Owners Corporation pays, incurs or expends in consequence of any default by the member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of Owners Corporation contribution fees.

### **36. PENALTY INTEREST (deleted intentionally)**

*Note: Additional rule 36.1 provided the Owners Corporation will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under the Penalty Interest Rates Act 1983. Section 29 of the new Act provides the owners corporations may charge interest at a rate not exceeding the maximum rate set under the Penalty Interest Rate Act 1983. The owners corporation may waive interest in a particular case. Therefore, additional rule 36.1 is of no effect and Section 29 of the new Act applies to the owners corporations concerning penalty interest: Section 140 (b) Owners Corporations Act 2006.*

### **37. RESIDENTS MOVING IN OR VACATING**

- 37.1 Residents intending to move furniture in or out of a Residential Lot must not:

37.1.1 do so without notifying the Manager at least 48 hours prior to the proposed move and receiving approval from the Manager for the day and time in order to coordinate the movement of removalists and tradesmen and to protect lifts, etc.

- 37.2 Residents moving furniture in or out at any time must not:

37.2.1 permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Manager.

- 37.2.2 permit any furniture or items to access or exit the building other than the car park. Absolutely no movement is to be through the main entrance lobby.
  - 37.2.3 permit any vehicles to restrict access to the car park.
  - 37.2.4 conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.
  - 37.2.5 place any furniture or items in a lift other than that specified by the Manager and notwithstanding 37.1.1 until protective covers have been placed in the lift by the Manager.
  - 37.2.6 either themselves or permit any removalist to allow furniture or items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door.
  - 37.2.7 damage the lifts in any way or lobbies or any area nor leave rubbish papers or other detritus along the path of the move. The occupier must ensure that carriers do not leave empty boxes or cartons in the building. At the completion of the move in or out the Manager will inspect the lifts, lobbies and common property for damage, marking or detritus and will if any is found notify the resident of amount payable in rectification. The amount must be paid to the Owners Corporation promptly.
  - 37.2.8 conduct the operation in other than a quick and timely manner.
- 37.3 A proprietor of a Lot must not permit tenants or occupiers to avoid paying the cost of damage referred to in 37.2.7. If the amount is not paid within 7 days, the proprietor will become liable to the Owners Corporation for the amount.

## Schedule 3

### Metropol Owners Corporations 1 & 2 model rules effective from 31 December 2007

(Section 139 (3) Owners Corporations Act 2006 and Schedule 2 Owners Corporations Regulations 2007)

#### 1 Health, safety and security

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

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

##### 1.2 Storage of flammable liquids and other dangerous substances and materials (deleted intentionally)

*Note: Model rule 1.2 has no effect because additional rule 15 provides rules about the storage of flammable liquids: Section 139 (3) Owners Corporations Act 2006.*

##### 1.3 Waste disposal (deleted intentionally)

*Note: Model rule 1.3 has no effect because additional rule 13 provides for waste disposal: Section 139 (3) Owners Corporations Act 2006.*

#### 2. Management and administration

##### 2.1 Metering of services and apportionment of costs of services

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



has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

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

### **3 Use of common property**

#### **3.1 Use of common property (*deleted intentionally*)**

*Note: Model rule 3.1 has no effect because additional rule 7 provides for interference with common property, and additional rule 11 provides for the restricted use of common property and additional rule 16 provides for pets and animal: Section 139 (3) Owners Corporations Act 2006.*

#### **3.2 Vehicles and parking on common property (*deleted intentionally*)**

*Note: Model rule 3.2 has no effect because additional rule 18 provides for the parking and use of vehicles on common property: Section 139 (3) Owners Corporations Act 2006.*

#### **3.3 Damage to common property (*deleted intentionally*)**

*Note: Model rule 3.3 has no effect because additional rule 5 provides for damage to common property: Section 139 (3) Owners Corporations Act 2006.*

### **4 Lots**

#### **4.1 Change of use of lots**

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

##### **Example**

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

### **5 Behaviour of persons**

#### **5.1 Behaviour of owners, occupiers and invitees on common property (*deleted intentionally*)**

*Note: Model rule 5.1 has no effect because additional rule 3 provides for behaviour by owners and occupiers on common property: Section 139 (3) Owners Corporations Act*

2006.

## **5.2 Noise and other nuisance control (*deleted intentionally*)**

*Note: Model rule 5.2 has no effect because additional rule 3.1 provides for behaviour by owners and occupiers on common property including noise and other nuisance control: Section 139 (3) Owners Corporations Act 2006.*

## **6 Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
- (8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporations Act 2006.

**CARE PARK PTY LTD**

ABN 47 088 921 215

Level 5 370 St Kilda Road Melbourne

PO Box 3090 South Melbourne VIC 3205 Australia

PHONE: 61 3 9682 1733 FAX: 61 3 9682 1766 EMAIL: [enquiries@carepark.com.au](mailto:enquiries@carepark.com.au) WEB: [carepark.com.au](http://carepark.com.au)



15 June 2015

D. G. & G. P. Strybosch  
PO Box 68  
KOTARA NSW 2289

Dear Sir/Madam

**RE: METROPOL LEASE LOT NUMBER 74, 352 CANTERBURY ROAD**

We are writing to confirm that Care Park Pty Ltd took over the lessee obligations under the Lease from Professional Car Parking Pty Ltd dated 7 June 2002 of car park space 74 at "Metropol" (352 Canterbury Road, St Kilda).

Should you have any queries please do not hesitate to contact us by email [strata@carepark.com.au](mailto:strata@carepark.com.au) or by telephone on 03 9682 1733.

Yours faithfully,

**Heather Fisher**  
Financial & Administration Manager

**AUSTRALIA** • ADELAIDE • BALLARAT • BENDIGO • BRISBANE • BURNIE • DEVONPORT • GEELONG • GOLD COAST  
• HOBART • LAUNCESTON • MELBOURNE • NEWCASTLE • PERTH • SHEPPARTON • SYDNEY  
**INTERNATIONAL** • MALAYSIA • NEW ZEALAND • SINGAPORE



**Metropol Pty Ltd**  
(A.C.N. 088 346 909)  
Lessor

and

**Professional Car Parking Pty Ltd**  
(A.C.N. 093 081 273)  
Lessee

## **Lease**

Lot 74 Car Park  
60 Fitzroy Street, St Kilda

**Arnold Bloch Leibler**  
Ref. DRM:1165532  
::ODMA\PCDOCS\ABLY144919\1

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- Lessor and/or the Body Corporate in the Demised Premises or which service the Demised Premises;
- 1.7 "Business Day" means any day which is not a Saturday, Sunday or public holiday in Victoria;
- 1.8 "Commencement Date" means the Commencement Date of this Lease specified in the Reference Schedule;
- 1.9 "Common Areas" means all those parts of the Building not demised to any lessee and intended for use by the owners of units in the Building their lessees and their respective customers employees invitees and licensees in common with each other and in particular but without limiting the generality of the foregoing includes the entrances exits corridors vestibules passageways stairways lifts toilets and washrooms (if any) designated by the Lessor as Common Areas and includes all ramps roads walks malls and landscaped areas;
- 1.10 "Car Park Control Equipment" means the ticket dispensers and other car parking control equipment;
- 1.11 "Demised Premises" or "Premises" means the Demised Premises as described in the Reference Schedule and any other fixtures fittings plant or equipment now or later installed by the Lessor in the Demised Premises;
- 1.12 "GST" means a goods and services tax, consumption tax, value added tax, retail turnover tax or any other similar tax, impost or duty calculated by reference to the value of goods and/or services provided imposed at the point of sale or supply;
- 1.13 "GST Law" includes any Act of the Parliament of Australia and any other law that introduces, imposes, deals with or is related to a GST;
- 1.14 "GST Rate" means the GST rate from time to time provided for in the GST Law, which rate is 10% as at the Commencement Date;
- 1.15 "Input Tax Credit" means a credit allowed under the GST Law to the recipient of a supply of goods, services or other things for the GST paid or payable by the recipient in respect of that supply;
- 1.16 "Lease" means this Lease and includes the annexed Reference Schedule and Rules;
- 1.17 "Lessee" means the Lessee named in the Reference Schedule and includes the successors in title and permitted transferees and assigns of the Lessee and (where not repugnant to the context) the employees agents and invitees of the Lessee;

- 1.18 "Lessee Payment" means an amount payable by the Lessee under this Lease in respect of any supply made or provided by the Lessor which is a taxable supply for the purposes of the GST Law, but does not include any payment under Clause 3.3.1;
- 1.19 "Lessor" means the Lessor named in the Reference Schedule and includes each other person entitled to the reversion immediately expectant on the Term and (where not repugnant to the context) the employees or agents of the Lessor and other persons authorised by the Lessor;
- 1.20 "Lessor Payment" means an amount paid or payable by the Lessor to a third party for the acquisition of goods and/or services by the Lessor;
- 1.21 "Managing Agent" means the person or corporation which may be appointed from time to time by the Lessor in conjunction with other owners of units in the Building to manage the Building and/or Building Car Park and to represent the Lessor in all matters relating to this Lease. Communications from the Lessor supersede those from the Managing Agent if there is any inconsistency between them;
- 1.22 "Reference Schedule" means the annexed Reference Schedule and includes any additions amendments or variations from time to time;
- 1.23 "Term" means the term of this Lease and includes any renewal and any permitted overholding;
- 1.24 "Utilities" means all water gas electricity sewerage telephone energy supply communications and other services installed in the Demised Premises;
- 1.25 references to specific statutes includes any statutory amendments re-enactments or consolidations;
- 1.26 words importing the singular include the plural and vice versa and words importing one gender include the other genders;
- 1.27 a reference to a person includes a corporate body and vice versa;
- 1.28 a covenant or agreement on the part of two or more persons binds them and each of them jointly and severally;
- 1.29 any headings have been inserted for guidance only and do not form part of this Lease.



## 2 DEMISE AND TERM

The Lessor LEASES to the Lessee and the Lessee TAKES the Demised Premises TOGETHER WITH the Building Services the Appliances and the Lessor's fixtures fittings and furnishings as described in the Reference Schedule AND TOGETHER WITH the right for the Lessee its employees customers and agents to use in common with other persons entitled the Common Areas of the Building for ingress egress and passage in accordance with the covenants conditions and provisions of this Lease

TO BE HELD by the Lessee for the business use or purpose specified in the Reference Schedule for the Term specified in the Reference Schedule (subject however to termination) commencing on the Commencement Date YIELDING AND PAYING the Annual Rent.

## 3 PAYMENTS BY THE LESSEE TO THE LESSOR

The Lessee covenants with the Lessor that during the Term:

### 3.1 ANNUAL RENT

The Lessee will duly and punctually pay without demand and without any deduction whatsoever a rent (the "Annual Rent") in the sum specified in the Reference Schedule (and subject to adjustment) by equal monthly payments in arrears on the last day of each calendar month during the Term to the Lessor at its address specified in the Reference Schedule or at such other address as the Lessor may from time to time notify to the Lessee free of all deductions.

### 3.2 DIRECT CHARGES

The Lessee must bear and punctually pay to the relevant person or authority as and when due and payable or reimburse to the Lessor on demand by the Lessor:

- 3.2.1 the insurance premiums referred to in Clause 5.2;
- 3.2.2 all charges connected with the operation of the Lessee's business on the Demised Premises including all licence and inspection fees;
- 3.2.3 the costs and expenses of cleaning the Demised Premises;
- 3.2.4 all Body Corporate Charges charged in respect of the Demised Premises
- 3.2.5 all municipal water and other rates state deficit levies land tax or tax in the nature of land tax taxes charges assessments and impositions whatsoever separately or

directly assessed charged or imposed by or under federal or state law or by federal state or local authorities including any amount which may become payable whether during the Term or after the expiry of the Term as a result of an exemption or concession claimed by or allowed or made available to the Lessee or the termination of such exemption or concession and whether on a capital or revenue value which may from time to time be assessed charged or imposed on or in respect of the Demised Premises or the Lessee's business and whether assessed against the Lessor or directly against the Lessee PROVIDED ALWAYS that where the Lessor receives any land tax assessment for the whole or any part of the Building including the Demised Premises and the assessment allocates a value to the Demised Premises for the purpose of the calculation of land tax the assessment will constitute a direct assessment of land tax on the Demised Premises and the Lessee must pay to the Lessor on demand the amount of land tax calculated to be due on the Demised Premises so valued assessed on the basis that the Building is the only land owned by the Lessor in the State of Victoria;

### 3.3 GOODS AND SERVICES TAX

- 3.3.1 The Lessee must pay to the Lessor an amount equal to each Lessee Payment multiplied by the GST Rate, such payment to be made at the same time and in the same manner as the Lessee is required to pay the Lessee Payment.
- 3.3.2 Each Lessee Payment constitutes the GST exclusive value of the relevant taxable supply.
- 3.3.3 The Lessor must give the Lessee a tax invoice required by the GST Law in respect of any Lessee Payment.
- 3.3.4 Where the Lessee is required by this Lease to pay, reimburse or contribute to a Lessor Payment, the Lessee must pay, reimburse or contribute an amount equal to the GST inclusive consideration for the relevant acquisition by the Lessor less an amount equal to any Input Tax Credit to which the Lessor is entitled in respect of the Lessor Payment.
- 3.3.5 If the introduction or amendment of a GST Law or any consequential abolition or amendment of any other indirect tax ("the Tax Change") results in consequences which affect the calculation of Lessee Payments which

consequences are not dealt with by the provisions of sub-clauses 3.3.1 to 3.3.5 then:

3.3.5.1 the Lessor and Lessee must negotiate with each other in good faith to implement any method of dealing with the Tax Change as may be required in order to ensure that so far as is possible neither party is rendered better or worse off under this Lease as a result of the Tax Change by comparison with Lessee Payments made and received during the part of the Term immediately preceding the Tax Change;

3.3.5.2 if the Lessor and Lessee are unable to agree on the method of dealing with the Tax Change as described in Clause 3.3.5.1 then that method must be decided by an expert who will be appointed at the request of either party by the president of the Victorian Branch of the Institute of Chartered Accountants in Australia with at least ten years experience as a tax accountant in a major chartered accounting firm who will act as an expert and not an arbitrator and must give a written decision within 28 days of his appointment which decision will be final and binding on both parties and must contain a direction as to how his costs are to be paid.

#### 4 COVENANTS BY THE LESSEE

The Lessee further covenants with the Lessor as follows:

##### 4.1 MANAGEMENT OF CAR PARK

If the Lessee is not a recognised operator of commercial car parks then the Lessee must enter into an agreement with a recognised operator of commercial car parks, whereby management of the car park business will be undertaken by the car park operator.

##### 4.2 USE

The Lessee must use the Demised Premises only for the business use or purpose specified in Item 13 of the Reference Schedule and must not without the prior consent of the Lessor use the Demised Premises or permit them to be used for any other purpose whether

industrial commercial or residential and whether temporary or permanent.

- 4.2.1 The Lessee must carry on and conduct in and from the Demised Premises in a businesslike and reputable manner a business falling within the use or purpose specified in Item 13 of the Reference Schedule on the days and during the hours usual for businesses of that kind in the area in which the Demised Premises are situated (including public holidays, festival holidays and other occasions likely to generate revenue, (in a commercially viable manner), for the Lessee's business).
- 4.2.2 The Lessee must keep in force all licences and permits required to carry on any business conducted by the Lessee in or from the Demised Premises.
- 4.2.3 The Lessee must not by the installation of any fittings equipment facilities or illumination or by the display of any merchandise or other objects impair or detract from the architecture form or style or appearance of the Demised Premises the Common Areas or the Building generally.
- 4.2.4 The Lessee must not without the prior approval in writing of the Lessor erect display affix or exhibit on or to the exterior or in the interior of the Demised Premises or elsewhere so as to be visible outside the Demised Premises any signs lights designs advertisements or notices but the Lessor will not unreasonably refuse approval to any sign required to be displayed by law or which advertises the existence of a public car park within the Building.

#### 4.3 NUISANCE AND SAFE OPERATION

- 4.3.1 The Lessee must not use exercise or carry on or permit or suffer to be used exercised or carried on in or on the Demised Premises any illegal purpose or activity or any noxious noisome or offensive trade business occupation or calling or do or suffer to be done or omitted any act matter or thing whatsoever in or on or about the Demised Premises which will or may cause annoyance nuisance grievance, (beyond that which would be reasonably expected as a result of a properly operated commercial car park), damage or disturbance to the Lessor or to occupiers of or persons otherwise lawfully in the Building or the occupiers or owners of any neighbouring premises and must not hold or suffer to be

held in or about the Demised Premises any auction sale or public meeting.

- 4.3.2 The Lessee must take reasonable steps to ensure that all motor vehicles move within the Demised Premises in a proper, orderly and safe manner.

4.4 USE OF UTILITIES APPLIANCES AND BUILDING SERVICES

- 4.4.1 The Lessee must not at any time misuse overload or interfere with the connection's fittings or equipment relating to or provided for the supply of Utilities.

- 4.4.2 The Lessee must not use the Appliances or the Building Services nor permit nor suffer them to be used for any purposes other than those for which they were constructed or provided and must not do or suffer to be done any act or thing that might damage or affect the operation of the Appliances or the Building Services and any damage caused by misuse must be made good by the Lessee forthwith.

- 4.4.3 The Lessee and the employees customers invitees or agents of the Lessee must not use the toilet facilities provided in any part of the Building other than those designated for use by the Lessee in conjunction with the Demised Premises.

4.5 ALTERATIONS AND INSTALLATIONS BY THE LESSEE

- 4.5.1 The Lessee must not without the prior consent in writing of the Lessor (which consent is not to be unreasonably withheld):

- 4.5.1.1 make any alterations or additions in or to the Demised Premises;

- 4.5.1.2 install any partitioning or any water gas or electrical fixtures fittings equipment computers or Appliances or any apparatus of any kind for illuminating air-conditioning cooling heating or ventilating the Demised Premises;

- 4.5.1.3 work paint drill drive nails or screws into or in other ways deface any walls ceilings floors partitions or parts of the Demised Premises;

- 4.5.1.4 install any electrical equipment on the Demised Premises which may overload the cables switchboard or sub-boards

through which electricity is conveyed to the Demised Premises;

4.6 COMPLIANCE WITH STATUTES, ORDERS ETC.

4.6.1 The Lessee must at the Lessee's own expense in a proper and workmanlike manner comply with and observe all statutes statutory rules by-laws orders or regulations and other provisions having the force of law present or future affecting or relating to the Lessee's occupancy or use of the Demised Premises and the Building Services and Utilities and with all requirements which may be made or notices or orders which may be given by any governmental semi-governmental city municipal health licensing civic or any other authority having jurisdiction or authority over or in respect of the Demised Premises the Building Services and Utilities or the use or the Lessee's occupancy of the Demised Premises and whether or not the doing of any work is required in on or in connection with the Demised Premises and the Lessee must keep the Lessor indemnified in respect of all such matters.

4.6.2 Nothing contained in this Clause requires the Lessee to make provide or pay for any structural alterations or additions to the Demised Premises or the Building or to bear any costs of a capital nature unless the structural alterations or additions or the incurring of the capital costs are necessitated by the nature of the business conducted by the Lessee on the Demised Premises or by the number or sex of persons employed by the Lessee in the Demised Premises or unless the need for the structural alterations or additions arose by reason of the Lessee's use or occupation of the Demised Premises or by reason of requirements relating to the health and safety of occupants of and visitors to the Demised Premises.

4.6.3 If the Lessee defaults in observing and performing this covenant the Lessor has power (but is not bound) to enter on the Demised Premises and to carry out the required work at the expense of the Lessee and all money so expended by the Lessor is a debt due and owing by the Lessee to the Lessor recoverable by action.

4.7 REPAIRS MAINTENANCE AND CLEANING

The Lessee must at the Lessee's own expense and without any notice or demand from the Lessor:

- 4.7.1 well and sufficiently and substantially repair cleanse maintain mend and keep as at the Commencement Date the Demised Premises and any additions made to the Demised Premises damage by fire flood lightning storm tempest Act of God riot civil commotion explosion aircraft accident objects falling from aircraft operation of war and fair wear and tear excepted but the Lessee will not be liable to do work of a structural nature unless occasioned by the act neglect or default of the Lessee or by its use or occupancy of the Demised Premises or by reason of requirements relating to the health and safety of occupants of and visitors to the Demised Premises;
- 4.7.2 make good any defects or damage to the Demised Premises and the Building or any part of it or any of the Building Services Utilities and Appliances or damage or injury to the Lessor or any occupier of any part of the Building occasioned by any act neglect want of care misuse or abuse on the part of the Lessee or its employees agents or contractors or persons claiming through or under the Lessee or by any breach or default by the Lessee;
- 4.7.3 from time to time immediately upon becoming aware of any damaged or broken heating lighting electrical equipment sprinklers (if any) and plumbing installed in the Demised Premises or any damaged or broken doors fastenings windows and locks notify the Lessor of such damage and allow the Body Corporate access to rectify same;
- 4.7.4 immediately notify the Lessor of all worn out or broken fluorescent or incandescent bulbs or tubes starters and ballasts and allow the Body Corporate access to replace same;
- 4.7.5 so far as in the Lessee's control keep and maintain the waste pipes drains and conduits in or connected to the Demised Premises in a clean clear and free flowing condition and immediately notify the Lessor of any blockages which may occur and allow the Body Corporate access to clear any such blockages and/or to clean and maintain such pipes drains and conduits;
- 4.7.6 keep the fixtures fittings and furnishings in the Demised Premises clean and in good repair and preservation and make good all damage arising otherwise than from accidental fire or reasonable and proper use and replace with similar articles of at least equal value any incapable of complete reinstatement and not without the

previous written consent of the Lessor to remove or permit to be removed from the Demised Premises (except only for the purpose of necessary repairs) any of the fixtures fittings and furnishings;

- 4.7.7 give to the Lessor prompt notice in writing of any accident to or defect or want of repair in the Demised Premises or in any Utilities of or fittings or Building Services in the Demised Premises likely to be or cause any damage risk or hazard to the Demised Premises or the Building or any person;
- 4.7.8 cause the Demised Premises to be kept clean and free from dirt and rubbish (including internal surfaces of windows walls and doors) and the surface of all floors of the Demised Premises to be kept free of grease oil or other substances such cleaning to be carried out by a suitably qualified contractor to the standard of high quality commercial car park premises;
- 4.7.9 keep and maintain clean and free of graffiti all internal and external surfaces of the Demised Premises;
- 4.7.10 maintain in good order and condition the protective finishes on the floors of the Demised Premises and all painted papered or otherwise treated or decorated portions of the Demised Premises (including all painted or otherwise treated lines for the demarcation of car parking spaces) and within the last three months of the final year of the Term repaint repaper or otherwise treat and decorate the Demised Premises so as to restore them to their condition at the Commencement Date;
- 4.7.11 keep and maintain clean and in good order condition and repair all fittings plant furnishings and equipment of the Lessee including all signs affixed in or to the Demised Premises;
- 4 7 12 take reasonable steps to ensure that all waste trash and garbage is stored and kept in proper receptacles and that no waste trash or garbage is thrown or dropped from the Demised Premises or deposited or left in any other part of the Building;
- 4.7 13 notify the Lessor of any Building Services which may become inoperable or in need of replacement and allow the Body Corporate access in order to perform maintenance of the Building Services;
- 4.7.14 upon the expiry or earlier termination of this Lease assign or transfer to the Lessor or (if so requested by



the Lessor) cancel any service or maintenance contracts held by the Lessee in respect of the Demised Premises.

#### 4.8 LESSOR'S RIGHT TO INSPECT AND REPAIR

- 4.8.1 The Lessee must permit the Lessor its agents workmen and others with all necessary equipment at all reasonable times upon giving to the Lessee reasonable notice (except in cases of emergency when no notice is required) to enter upon the Demised Premises for the purpose either of viewing their state of repair and condition or for effecting any repairs renovation maintenance alterations improvements and other work (including structural work) to the Demised Premises or to the Building which the Lessor may be bound to carry out or otherwise deem desirable provided that in so doing the Lessor must take reasonable steps to ensure as little inconvenience to the Lessee as is practicable.
- 4.8.2 The Lessee must make good forthwith any defects and wants of repair in breach of the Lessee's covenants to repair the Demised Premises as soon as reasonably possible after the Lessor has left on the Demised Premises notice in writing of such defects and wants of repair.
- 4.8.3 If the Lessee fails to commence repair work within fourteen days (or such longer period as is reasonable given the nature of the work) after the leaving of notice or fails to proceed diligently with the execution of repairs it is lawful for (but not obligatory on) the Lessor (but without prejudice to the right of re-entry) and its employees or agents with or without workmen and others to enter the Demised Premises and execute or complete the execution of repairs at the cost and expense of the Lessee. Any money so expended by the Lessor is a debt due from the Lessee to the Lessor recoverable by action.

#### 4.9 RADIO TELEVISION

The Lessee must not without the prior consent in writing of the Lessor erect or place on in or outside the Demised Premises any radio or television aerial or antenna or any loudspeaker screen or similar device or equipment and must not without the like consent use or permit to be used any sound or image reproduction equipment radio gramophone television or other like medium or equipment or musical instrument likely to be heard or seen from outside the Demised Premises provided that any consent so given may at any time be withdrawn when the Lessor reasonably so

determines having regard to the rights or interests of occupants of other parts of the Building.

4.10 HEATING

The Lessee must not at any time without the Lessor's prior written approval use or permit to be used in or about the Demised Premises any heating or air-conditioning equipment other than equipment connected to or provided for the Demised Premises by the Lessor.

4.11 SAFES AND HEAVY MACHINERY PLANT OR EQUIPMENT

The Lessee must not bring on the Demised Premises any safe heavy machinery or other plant or equipment unless reasonably necessary or proper for the conduct of the Lessee's use of the Demised Premises or any safe machinery plant or equipment which by virtue of its nature weight or size or through noise or vibration in its operation or in any other way causes or in the reasonable opinion of the Lessor is likely to cause any structural or other damage to the floors or walls or any other part or parts of the Building. Before bringing any safe machinery plant or equipment into the Demised Premises or the Common Areas the Lessee must inform the Lessor of the Lessee's intention so to do and the Lessor may direct the routing installation and location of all safes machinery plant and equipment and the Lessee must observe and comply with all the Lessor's directions.

4.12 LESSOR'S RIGHT TO APPROVE CONTRACTORS

If the carrying out of any of the Lessee's covenants requires or the Lessor has consented to the employment or engagement of any tradesperson the Lessee must before entering into any contract agreement or engagement notify the Lessor of the person firm or corporation proposed to be employed or engaged for such work.

4.13 OBSTRUCTIONS

4.13.1 The Lessee must not cover or obstruct or permit or suffer to be covered or obstructed any skylights windows ventilating shafts air-conditioning ducts or means of access or other openings or outlets in the Demised Premises or in the Building and will only install in the Demised Premises curtains or blinds approved by the Lessor.

4.13.2 The Lessee must not obstruct or permit its employees agents customers and invitees to obstruct the Common Areas nor without the prior written consent of the Lessor use the Common Areas for business or display purposes or solicit business in the Common Areas by

means of distribution of handbills or other advertising matter or conduct any auction fire bankruptcy or liquidation sales on or from the Demised Premises and then only in accordance with the terms and conditions (if any) as the Lessor may in writing agree.

#### 4.14 BODY CORPORATE RULES

- 4.14.1 The Lessee must at all times observe and comply with and not permit or suffer any of the Lessee's employees agents and so far as the Lessees can control them the Lessee's visitors and invitees to commit any breach of the Body Corporate Rules.
- 4.14.2 The Lessee agrees and acknowledges that the Body Corporate may add to or vary the Body Corporate Rules or introduce new Body Corporate Rules from time to time considered by the Body Corporate to be required or proper for the safety care and cleanliness of the Building and the Building Car Park and for the preservation of good order provided that no amendment of the Body Corporate Rules or addition to the Body Corporate Rules is to be inconsistent with the rights of the Lessee and such further or varied Body Corporate Rules (if any) must be communicated to the Lessee.
- 4.14.3 Failure of the Lessee to keep or observe any Body Corporate Rules constitutes a breach of the terms of this Lease as if the Rules were covenants by the Lessee with the Lessor.
- 4.14.4 A certificate of any authorised representative of the Body Corporate or the Managing Agent for the time being listing the Body Corporate Rules is conclusive evidence that such Body Corporate Rules are in force at the date of the certificate.
- 4.14.5 The Lessor agrees to indemnify the Lessee for any loss, or damage that the Lessee may suffer as a result of the Body Corporate altering the Body Corporate Rules with the result that a new rule is inconsistent with the rights of the Lessee under this Lease.

#### 4.15 ERADICATION OF PESTS RODENTS AND VERMIN

The Lessee must take all proper precautions to keep the Demised Premises free of rodents vermin insects pests birds and animals and if so required by the Lessor but at the cost of the Lessee employ for that purpose from time to time or periodically pest exterminators approved by the Lessor (whose approval will not be

unreasonably withheld) and if the Lessee defaults the Lessor may at the cost of the Lessee employ exterminators.

#### 4.16 OPERATION OF CAR PARK

4.16.1 The Lessee must carry on and conduct in and from the Demised Premises and the other premises leased by the Lessee in the Building Car Park in a competent efficient and reputable manner a commercial car park business according to the normal commercial practice and so as to maximise use and commercial performance of the business.

4.16.2 Without limiting the generality of its obligations under Clause 4.16.1, the Lessee must at its cost and expense at all times during the Term:

4.16.2.1 install and maintain all necessary Car Park Control Equipment and ensure same is at all times in good working order;

4.16.2.2 observe and perform the conditions of Town Planning Permits No.1178/1999 and 240/2000 and issued by the City of Port Phillip;

4.16.2.3 erect and maintain adequate signs and banners advertising the operation of the car park in a reasonable and proper manner subject always to the provisions of Clause 4.2.4;

4.16.2.4 conduct marketing and advertising of the car park business as is reasonable and proper in the circumstances;

4.16.2.5 maintain all directional and other signage required for the safe and efficient conduct of the business in the Demised Premises and other premises leased by the Lessee in the Building Car Park.

#### 4.17 VISITORS PARKING SPACES

4.17.1 The Lessee must ensure that the 3 car park spaces within the Building Car Park designated as being set aside for visitors of the residents of the Building retain that designation ("the Designated Spaces") and the Lessee agrees to maintain the signage used to so designate those spaces.

- 4.17.2 The Lessee agrees that it will provide to each owner of a residential apartment in the Building a card which will allow visitors of those residents who park within the Designated Spaces the ability to obtain a rebate on the fee charged to park in the Designated Spaces.

## 5 INSURANCE

### 5.1 LESSEE'S COVENANTS

- 5.1.1 The Lessee must not do permit or suffer to be done brought or kept in the Demised Premises, the Building or the Building Car Park any act matter or thing whereby any insurances in respect of the Demised Premises the may be vitiated or rendered void or voidable or (except with the prior written approval of the Lessor) whereby the rate of premium on any such insurance may be liable to be increased and the Lessee on being given notice by the Lessor to do so must forthwith remedy any matters which if continued might possibly invalidate or violate the terms of any insurance.
- 5.1.2 Without prejudice to the generality of the preceding sub-clause the Lessee must not (other than in accordance with a specified use of the Demised Premises approved by the Lessor) store or use chemicals inflammable liquids acetylene gas or alcohol volatile or explosive oils compounds or substances upon or about the Demised Premises the Building or the Building Car Park.
- 5.1.3 The Lessee must from time to time as and when required by notice in writing from the Lessor forthwith pay all extra premiums of insurance on the Demised Premises the Building and the Building Car Park and their contents if any be required on account of extra risk caused by the use to which the Demised Premises are put by the Lessee or by the bringing or keeping on the Demised Premises the Building or the Building Car Park of any materials or substances and notwithstanding that such use is expressly authorised by this Lease or subsequently approved by the Lessor.
- 5.1.4 The Lessee must comply with any insurance sprinkler and fire alarm regulations applicable to partitions or other fittings installed by the Lessee on the Demised Premises or within the Building Car Park and the Lessee must pay to the Lessor or the Body Corporate (as the case may be) the cost of any alterations to any sprinkler and fire alarm installation which may become

necessary by reason of the non-compliance by the Lessee with the recommendation of the Insurance Council of Australia or the requirements of the Lessor's or Body Corporate's insurer.

## 5.2 LESSEE'S OBLIGATIONS TO INSURE

5.2.1 The Lessee must insure and keep insured in the name of the Lessor and of the Lessee and of any other person firm or company designated by the Lessor for the full insurable value with an insurance office approved by the Lessor which approval will not be unreasonably withheld:

### 5.2.1.1 Damage to Building

Against damage to the Demised Premises occurring as a result of any act or omission of the Lessee, its customers and/or invitees.

### 5.2.1.2 Water Damage

Against damage to fixtures fittings and furnishings occurring as a result of the use or misuse of the fire sprinkler system (if any) installed in the Demised Premises by the Lessee, its employees, agents, contractors and invitees to the intent that the insurance cover required by this Clause 5.2.1.2 is not required to cover damage caused by trespassers on the Demised Premises.

### 5.2.1.3 Lessee's Fittings

All additions to the Demised Premises carried out by the Lessee and all the Lessee's fittings fixtures and equipment in the Demised Premises against fire and extraneous perils.

### 5.2.1.4 Public Risk

In respect of liability for loss injury or damage to any person or property whatsoever (including without being limited to the person or property of any of the Lessor the Lessee the other lessees and users of the Building and the officers employees agents customers invitees

and licensees of any of them) caused by or arising out of any act of or omission by any of the Lessee the other lessees and users of the Building or the officers employees agents customers invitees and licensees of any of them on in or about or to or from or in relation to the Demised Premises or the condition or state of repair of the Demised Premises or the Lessee's business in the sum of Ten million dollars (\$10,000,000.00) (or such greater amount as may be reasonable from time to time in order to effect a sufficient and proper cover) in respect of any single accident or event and extended by a cross liability clause and to include liability in respect of hoists cranes or other unregistered mobile lifting and mechanically propelled vehicles.

5.2.2 The Lessee must punctually pay all the premiums in respect of the required insurances and must produce and deliver on demand to the Lessor or its authorised agent copies of the insurance policies and the receipt or receipts evidencing payment of premiums.

5.2.3 The Lessee may satisfy its obligations under this Clause 5.2 if it holds a master policy for all of its properties which otherwise complies with the requirements of this Clause 5.2 and delivers to the Lessor certificates of currency with the Lessor's interest noted and endorsed with particulars of the Demised Premises.

### 5.3 LESSOR'S COVENANTS

The Lessor must insure or must ensure that the Body Corporate keeps insured the Building (but excluding all additions to the Demised Premises carried out by the Lessee and all tenants fixtures) in the full replacement and reinstatement value against loss or damage by fire fusion explosion lightning floods earthquake storm tempest riot civil commotion damage from all vehicles and aircraft and other usual and necessary risks against which the Lessor and/or the Body Corporate may reasonably require to insure.

## 6 ASSIGNMENT

### 6.1 RESTRICTION ON ASSIGNMENT

The Lessee must not assign transfer demise sublet or part with or share the possession of or grant any licence affecting or mortgage charge or otherwise deal with or dispose of the Demised Premises or any part of the Demised Premises for all or any part of the Term nor declare itself trustee of the Demised Premises or any part of the Demised Premises for any legal or equitable estate or interest for all or any part of the Term unless expressly permitted by Clause 6.2 and Section 144 of the Property Law Act 1958 does not apply to this Lease.

### 6.2 CONSENT TO ASSIGNMENT

The Lessor must not unreasonably withhold consent to an assignment of this Lease if:

- 6.2.1 the Lessee is not in default under the covenants and agreements on the Lessee's part contained in this Lease;
- 6.2.2 the proposed assignee is a respectable responsible solvent fit and suitable person of good financial standing the onus of proving which will be on the Lessee;
- 6.2.3 the assignment is part of a global assignment of all the leases and/or licences in which the Lessee holds an interest in relation to the Building Car Park.
- 6.2.4 the Lessee procures the assignee to execute and deliver to the Lessor an assignment of this Lease to which the Lessor is a party in a form approved by the Lessor containing a covenant by the assignee with the Lessor that the assignee will at all times during the Term duly pay the reserved rent at the times and in the manner provided in this Lease and perform and observe all the covenants conditions and agreements of this Lease on the part of the Lessee to be performed and observed;
- 6.2.5 the Lessee pays to the Lessor all proper costs charges and expenses incurred by the Lessor of and incidental to any enquiries which may be made by or on behalf of the Lessor as to the respectability responsibility solvency fitness and suitability of any proposed assignee and the costs of solicitors of the Lessor of and incidental to such assignment;



- 6.2.6 the assignment and any guarantee required by the Lessor are approved and stamped by the Lessor's solicitors at the cost and expense in all respects of the Lessee.

6.3 CONDITIONS OF CONSENT

The consent of the Lessor may be granted subject to a requirement that where the proposed assignee is a corporation (other than a company listed on an Australian Stock Exchange) the Lessor may require the obligations of the assignee to be guaranteed by the directors and/or principal shareholders of the corporation.

6.4 CHANGE TO SHAREHOLDING

Any change in the shareholding altering the effective control of the Lessee or the ultimate holding company of the Lessee (other than a company listed on an Australian Stock Exchange) is deemed to be an assignment of this Lease and the Lessee must comply with the provisions of Clause 6.2 as if the incoming shareholders were an assignee.

6.5 ACCEPTANCE OF RENT

The acceptance by the Lessor of any rent or other payment from any person other than the Lessee does not in itself constitute acknowledgment by the Lessor that it recognises that person as the authorised assignee.

6.6 EXCEPTIONS

Notwithstanding anything else contained in this Clause 6:

- 6.6.1 the Lessee is entitled to grant non-exclusive licences to third parties on a casual or regular basis for the use of part of the Demised Premises for parking motor vehicles PROVIDED THAT rights granted must be personal contractual rights only and the Lessee must not grant to any third party the right to possession of the Demised Premises or any part of it nor confer on any third party any interest in the land on which the Demised Premises are situated;
- 6.6.2 a general floating charge granted by the Lessee over all of its assets and undertaking does not constitute an assignment requiring the consent of the Lessor;
- 6.6.3 The Lessee is entitled to enter into a Management Agreement with a recognised operator of commercial car parks in respect of the operation of the car parking business operated from the Demised Premises.

## 7 COVENANTS BY THE LESSOR

The Lessor covenants and agrees with the Lessee as follows:

### 7.1 QUIET ENJOYMENT

The Lessee paying the reserved rent and duly and punctually observing and performing the covenants and obligations on the part of the Lessee may quietly possess and enjoy the Demised Premises for the Term without any interruption or disturbance from the Lessor but subject always to the provisions of this Lease and the Body Corporate Rules but the Lessor is not liable for the acts omissions or negligence of any other person other than its employees agents or invitees.

### 7.2 REPAIR

Except to the extent that repairs are the responsibility of the Lessee and/or the Body Corporate the Lessor will maintain the Building in a structurally sound and watertight condition.

### 7.3 DESIGNATION OF TOILET FACILITIES

The Lessor must procure the Body Corporate to designate toilet facilities within the Building which will be made available for use by the Lessee.

## 8 DEFAULT BY THE LESSEE

The Lessor and the Lessee mutually covenant and agree as follows:

### 8.1 RE-ENTRY AND FORFEITURE

8.1.1 If the reserved rent or any part of it or any other payment due is unpaid for a period of fourteen days after the day on which it ought to have been paid whether or not any formal or legal demand has been made (the obligation to pay the reserved rent and the obligation to make other payments of money being fundamental and essential provisions in that were they not agreed by the parties as being so fundamental and essential the Lessor would not have entered into this Lease); or

8.1.2 If the Lessee commits or permits to occur any breach or default in the due and punctual observance and performance of any of the covenants obligations and provisions contained in this Lease and such breach or default continues for fourteen days after service of a notice on the Lessee requiring it to remedy the breach or default (the obligation to observe and perform each

and every one of the covenants obligations and provisions being fundamental and essential provisions in that were they not agreed by the parties as being so fundamental and essential the Lessor would not have entered into this Lease); or

- 8.1.3 If the Lessee enters into a compromise or arrangement reconstruction or amalgamation or deed of company arrangement a liquidator or administrator is appointed to the Lessee a receiver or receiver and manager is appointed to any of the property of the Lessee a resolution is passed or an application is made for the Lessee to be wound up or the Lessee becomes subject to any other external administration under Chapter 5 of the Corporations Law; or
- 8.1.4 If execution is levied against the Lessee and not discharged within thirty days; or
- 8.1.5 If the Term or the interest of the Lessee in the Demised Premises is attached or taken in execution or by any legal process; or
- 8.1.6 If the Lessee commits or permits to occur any breach or default in the due and punctual observance and performance of any of the covenants obligations and provisions contained in any lease or licence that the Lessee holds for premises in and about the Building Car Park or if the lessor or licensor under any such lease or licence terminates such lease or licence prior to the expiry date of the lease or licence.
- 8.1.7 If the business conducted in the Demised Premises or the Building Car Park is discontinued or the Demised Premises deserted or vacated or left deserted or left unoccupied for the space of one week or more

then any one or more of the events referred to in sub-clauses 8.1.1 to 8.1.7 constitutes a repudiation of this Lease by the Lessee giving rise to the right of the Lessor to forfeit this Lease in any one or more of such events at any time or times and without notice or demand the Lessor has the right to accept such repudiation and terminate and forfeit this Lease consequent upon its acceptance of such repudiation and re-enter the Demised Premises or any part in the name of the whole whereupon the estate and interest of the Lessee in the Demised Premises is terminated and expel and remove the Lessee and those claiming under it without being taken or decreed guilty of trespass and without prejudice to any action or other remedy which the Lessor has or might or otherwise could have for arrears of rent or breach of covenant or for damages as a result of or flowing from any such repudiation and its acceptance

and the consequent termination and forfeiture of this Lease including any loss or damage the Lessor may suffer as a result of the termination of this Lease prior to the date of the expiry of the Term and the Lessor will be freed and discharged from any action suit claim or demand by or obligation to the Lessee under or by virtue of this Lease.

## 8.2 LESSOR MAY REMEDY DEFAULT

The Lessor may but is not obliged to remedy at any time any default by the Lessee under this Lease and whenever the Lessor so elects all costs and expenses incurred by the Lessor (including legal costs on a solicitor and own client basis and proper disbursements) in remedying a default must be paid by the Lessee to the Lessor on demand.

## 8.3 INTEREST

If the Lessee fails to pay to the Lessor any money which is payable by the Lessee to the Lessor within fourteen days from the due date for payment the Lessee must pay to the Lessor interest on the amount unpaid from the due date or dates for payment until actual payment and also upon any judgment which the Lessor may obtain against the Lessee from the date of judgment until satisfied at the rate of two per cent for each month or part of a month during which any payment is overdue or any judgment is unsatisfied.

## 8.4 REMOVAL OF LESSEE'S PROPERTY

The Lessor may upon re-entry remove from the Demised Premises any stock-in-trade and other fittings and fixtures of the Lessee and store them in a public warehouse or elsewhere at the cost of and for the account of the Lessee without being deemed guilty of conversion or becoming liable for any loss or damage occasioned by removal or storage.

## 8.5 NOTICE OF DEFAULT

Unless a different period is provided for in this Lease or is prescribed by law any notice required to be given by the Lessor to the Lessee in the case of a breach or default in observance of the covenants or conditions must provide that the period of fourteen days is the time within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Lessor.

## 8.6 WAIVER

No waiver by the Lessor of one breach of any covenant obligation or provision in this Lease contained or implied operates as a waiver of another breach of the same or any other covenant obligation or



provision and if the Lessor becomes entitled to terminate this Lease under the provisions for re-entry the receipt of rent by the Lessor or the doing or omission of any act matter or thing whatsoever by the Lessor or any agent or employee of the Lessor (which but for this covenant would or might amount to a waiver of the Lessor's right in respect of any breach or default) before or after the happening of the breach or default will not operate as a waiver of the Lessor's rights and powers in respect of any breach or default any rule of law or equity to the contrary notwithstanding.

#### 8.7 MERE ENTRY BY LESSOR NOT TO CONSTITUTE FORFEITURE

If the Lessee vacates the Demised Premises during the Term (whether or not the Lessee ceases to pay the rent or other money payable):

- 8.7.1 neither acceptance of the keys nor entry into the Demised Premises by the Lessor or by any person on the Lessor's behalf for the purposes of inspection or for the purposes of showing the Premises to prospective tenants and/or the advertising of the Demised Premises for reletting constitutes a re-entry or forfeiture or waiver of the Lessor's right to recover in full all rent and other moneys from time to time payable;
- 8.7.2 in the absence of a written agreement by the Lessor to accept the surrender of the Lessee's interest or a formal notice of forfeiture or re-entry this Lease continues in full force and effect until the date as from which a new lessee actually commences to occupy the Demised Premises; and
- 8.7.3 any entry by the Lessor into the Demised Premises in the meantime is entry by the leave and licence of the Lessee.

#### 8.8 REDUCTION OF TERM

Notwithstanding anything contained in this Lease on the Lessor becoming entitled to re-enter or terminate this Lease the residue of the Term may at the option of the Lessor immediately upon notice of the exercise of such option being given to the Lessee become a tenancy from month to month at a monthly rent equivalent to one month's proportion of the reserved rent and the other amounts (if any) payable by the Lessee and otherwise on the same terms and conditions as those contained in this Lease so far as applicable terminable by not less than one month's notice in writing given by either party to the other expiring at any time.

## 8.9 INDEMNIFICATION OF LESSOR

The Lessee indemnifies the Lessor against all loss and damage costs and expenses whatever sustained by the Lessor by reason of any default by the Lessee including any loss sustained by the Lessor by reason of the inability of the Lessor following the termination or forfeiture of this Lease to relet the Demised Premises at a similar rent or upon similar terms to those contained in this Lease and the Lessee specifically agrees that this indemnity continues in full force and effect notwithstanding any such termination or forfeiture PROVIDED THAT the Lessor remains obliged to mitigate such loss.

## 9 MUTUAL COVENANTS AND AGREEMENTS

The Lessor and the Lessee mutually covenant and agree as follows:

### 9.1 LESSOR'S USE OF WALLS IN DEMISED PREMISES

9.1.1 The Lessor reserves the right to use the walls of the Demised Premises for the affixation of signage and advertising material, provided that such signage does not conflict or damage the Lessee's business operated from the Demised Premises.

9.1.2 The Lessee shall make no objection to the Lessor exercising its rights under this clause and shall allow the Lessor access to the Demised Premises in order to affix or remove any signage or advertising to or from the walls provided that the Lessor provides the Lessee with reasonable notice of its intention to enter onto the Demised Premises and uses all reasonable endeavours not to interfere with the Lessee's use and enjoyment of the Demised Premises.

### 9.2 ABATEMENT OF RENTAL

9.2.1 If the whole or any part of the Building is destroyed or damaged by fire storm tempest lightning earthquake floods riots civil commotion explosion aircraft accident objects falling from aircraft or other cause so as to render the Demised Premises and/or the Building Car Park substantially unfit for use and occupation by the Lessee or so as to deprive the Lessee of substantial use of the Demised Premises and/or the Building Car Park and if the damage or destruction has not been caused by some default on the part of the Lessee its employees or agents and the policy or policies effected by the Lessor have not been vitiated or payment refused in consequence of some act default or neglect of the

Lessee its employees or agents then the rent and other payments payable to the Lessor or a fair and just proportion according to the extent of the damage and impairment of use will be suspended until the Demised Premises and/or the Building Car Park have been reinstated and rendered fit for use.

- 9.2.2 If there is any dispute between the parties as to the quantum of rent or any other payments to be suspended the dispute is to be referred to a Valuer to be appointed at the expense of the Lessee and Lessor equally on the application of the Lessor by the President or other senior officer for the time being of the Victorian Division of the Australian Property Institute and the decision of the Valuer is final and binding on the parties and the Valuer acts as an expert and not as an arbitrator.
- 9.2.3 If the Building the Building Car Park or the Demised Premises are totally or so substantially damaged or destroyed that reinstatement is in the opinion of the Lessor economically or otherwise unjustified the Lessor instead of reinstating the Building the Building Car Park or the Demised Premises as the case may be may at its sole and absolute discretion by notice in writing to the Lessee terminate this Lease.
- 9.2.4 If after any total or substantial damage or destruction the Lessor has not terminated this Lease in accordance with Clause 9.2.3 and the Lessee has given to the Lessor written notice requiring the Lessor to rebuild or reinstate the Building the Building Car Park or the Demised Premises as the case may be and the Lessor has failed to commence rebuilding or reinstatement within six months from the date of the notice the Lessee may by notice in writing to the Lessor terminate this Lease.
- 9.2.5 If the Lessor commences rebuilding or reinstatement within the period referred to in Clause 9.2.4 the Lessor must continue such rebuilding or reinstatement with reasonable diligence.
- 9.2.6 If this Lease is terminated in accordance with this Clause 9.1
  - 9.2.6.1 no compensation is payable by either party as a result of the termination;
  - 9.2.6.2 termination is without prejudice to the rights of either party in relation to any antecedent breach matter or thing.

### 9.3 CONDITION ON TERMINATION

- 9.3.1 The Lessee must at the expiry or earlier termination of this Lease peaceably surrender and yield up to the Lessor the whole of the Demised Premises and every part of it including fixtures and fittings of a structural nature (unless required by the Lessor to be removed) clean and free from rubbish and in a state of repair order and condition which is in all respects consistent with the covenants on the part of the Lessee.
- 9.3.2 The Lessee must if it desires or if required so to do by the Lessor remove from the Demised Premises prior to the expiry or earlier termination of the Term any fittings (to which the requirement relates) erected or installed by the Lessee during or prior to the Commencement Date and must make good any damage whatsoever caused to the Demised Premises by removal of fittings whether at the request of the Lessor or as of right.
- 9.3.3 The Lessee must if required by the Lessor reinstate any alterations and remove any additions made by the Lessee or by the Lessor at the request of the Lessee so that the Demised Premises are converted back to their original condition at the date of the first letting of the Demised Premises to the Lessee and without prejudice to the generality of the foregoing must remove and reinstate to their original condition ceiling tiles, floor coverings, treated and applied finishes, electrical, plumbing, and other Utilities and Building Services.
- 9.3.4 The Lessor may cause any fittings to be removed any alterations to be re-instated and any additions to be removed and damage so caused to be made good and may recover the costs from the Lessee as a liquidated debt payable on demand.
- 9.3.5 Any fittings not removed by the Lessee either as of right or by requirement of the Lessor are deemed abandoned by the Lessee and become the property of the Lessor.
- 9.3.6 Upon vacating the Demised Premises the Lessee must remove any signs names advertisements or notices erected painted displayed affixed or exhibited to or in the Building and must make good any damage or disfigurement caused.

### 9.4 SECURITY OF BUILDING

- 9.4.1 The Lessee must use all reasonable endeavours to protect and keep safe the Demised Premises and any



property in the Demised Premises and any persons thereon from theft or robbery when the Demised Premises are not in use and must comply with all reasonable directions given and rules laid down by the Lessor or its Managing Agent or the Body Corporate for the use of any keys or card-keys supplied to the Lessee for purposes of gaining entrance to the Building the Building Car Park or the Demised Premises and as to procedures to be adopted and requirements to be observed when entering leaving or remaining in the Building the Building Car Park or the Demised Premises at times when the doors giving access to the Building are locked and it is agreed by the Lessee that any breach or non-observance by the Lessee or by any of its officers or employees of any such directions or rules constitutes a breach by the Lessee of its covenants under this Lease and (without prejudice to the Lessor's rights arising from such breach) entitles the Lessor to prohibit particular offending individuals from having access to or the right to use or occupy the Demised Premises at any time when the doors giving access to the Building are locked.

- 9.4.2 The Lessee must not manually or by any device prevent the doors of any lifts from closing in accordance with the automatic closing devices nor use any lifts in the Building for the carriage of goods without first obtaining the consent of the Lessor or its Managing Agent.
- 9.4.3 The Lessee must not in any way create any actual or potential fire hazard in the Building the Building Car Park or the Demised Premises or in any part of the Building and must permit the Lessor at all times to enter upon the Demised Premises and to abate any actual or potential fire hazard in or about the Demised Premises and if such hazard in the reasonable opinion of the Lessor is caused by or results from the use or occupancy of the Demised Premises by the Lessee the Lessee must pay to the Lessor the costs and expenses incurred by the Lessor in carrying out such work.
- 9.4.4 The Lessor acknowledges that for efficiency sake the Lessee may use an automated car parking system.

## 9.5 EXEMPTION FROM LIABILITY

Except to the extent as may be caused by a negligent act or omission of the Lessor, its agents or employees the Lessor is not liable for any injury loss or damage caused to the Lessee its sub-lessees employees agents invitees and licensees nor is this Lease capable of being terminated or the Lessee entitled to any

claim for abatement of rent by reason of any happening or the act of any person on or in the vicinity of the Building howsoever caused (including the negligence of any person) or any malfunction interruption or suspension of the operation of the Building Services and Utilities installed in the Building or failure to carry out the cleaning of the Building PROVIDED THAT in the event of any malfunction (which is not the responsibility of the Lessee under this Lease) the Lessor will take all such action as may be reasonably practicable to rectify the malfunction as soon as practicable.

#### 9.6 INDEMNIFICATION OF LESSOR

The Lessee indemnifies and will keep indemnified the Lessor from and against all damages losses costs charges expenses actions claims and demands which may be sustained suffered recovered or made against the Lessor or for which the Lessor may become liable whether during or after the Term in respect of or arising from:

- 9.6.1 injury or loss which may be sustained by any person when using or entering or near any portion of the Demised Premises whether in the occupation of the Lessor or of the Lessee or of any other person where such injury arises or has arisen as a result of the negligence of or as a result of the creation of some dangerous thing or state of affairs by the Lessee or by any contractor employee or agent of the Lessee and whether the existence of such dangerous thing or dangerous state of affairs was or ought to have been known to the Lessor or not;
- 9.6.2 loss damage or injury from any cause whatsoever to property or persons inside or outside the Demised Premises occasioned or to the extent contributed to by the neglect or default of the Lessee or any employee agent contractor or other person claiming through or under the Lessee to observe or perform any of the covenants conditions regulations and restrictions on the part of the Lessee;
- 9.6.3 the negligent use misuse waste or abuse by the Lessee or any employee agent contractor of or any other person claiming through or under the Lessee of the Utilities Building Services and Appliances and facilities of the Demised Premises the Building Car Park or the Building;
- 9.6.4 the overflow leakage or escape of asbestos water fire gas electricity or any other harmful agent whatsoever in or from the Building or the Demised Premises caused or to the extent contributed to by any act or omission on

the part of the Lessee its employees agents contractors or other persons;

- 9.6.5 the failure of the Lessee to notify the Lessor of any defect in any of the Building Services or Appliances in the Demised Premises or the Building Car Park;
- 9.6.6 loss damage or injury from any cause whatsoever to property or person caused or to the extent contributed to by the use of the Building the Building Car Park or the Demised Premises by the Lessee or any employee agent contractor or invitee of the Lessee;
- 9.6.7 the occurrence on the Demised Premises during the Term of any accident or injury to or death of any person or damage or injury to or loss of the property of any person except to the extent that the occurrence has been caused by the negligence of the Lessor its employees agents or contractors;

#### 9.7 LESSEE'S RISK AND CONSEQUENTIAL LOSS

- 9.7.1 Except to the extent as may be caused by a negligent act or omission of the Lessor, its agents or employees the Lessee releases to the full extent permitted by law the Lessor and its agents contractors and employees from all claims and demands of every kind resulting from any accident damage or injury occurring in the Building and the Lessee expressly agrees that the Lessor has no responsibility or liability for any loss of or damage to fixtures or personal property of the Lessee.
- 9.7.2 Without limiting the generality of the foregoing the Lessee acknowledges that the Lessor is not liable to the Lessee or to any other person for loss or damage suffered as a result of fire or explosion or the escape of water liquids or sewerage or by reason of any fault or failure of any of the Building Services or Appliances or Utilities or by insufficiency or absence of lighting or by the bursting running or leaking of any tank closet tap or pipe or by rain or other water being on or entering the Demised Premises through the roof skylight vent window trapdoor or otherwise or for any damage arising from any act or neglect of other occupiers of the Building or of any adjacent property or of the public or from any other cause whatsoever or from any structural defect and the Lessor is not liable in damages or otherwise for any failure to furnish or interruption of the Building Services the Utilities or the Appliances PROVIDED ALWAYS that the loss or damage is not

occasioned by any wilful act or negligence of the Lessor its employees or agents.

10 FURTHER PROVISIONS

It is further agreed and declared as follows:

10.1 SUITABILITY OF THE PREMISES

The Lessee acknowledges that no promise representation warranty or undertaking has been given by or on behalf of the Lessor as to the suitability of the Building or the Demised Premises for any purpose or for any business or as to the fittings finish facilities and amenities of the Building or the Demised Premises and all warranties (if any) implied by law are so far as legally possible expressly negated.

10.2 VICARIOUS RESPONSIBILITY

The Lessee must not suffer any of the Lessee's employees agents or so far as the Lessee can control them the Lessee's customers or invitees to commit a breach of or make default in performing any of the covenants on the part of the Lessee.

10.3 NOTICES

Any notice required to be served under this Lease will be sufficiently served on the Lessee if served personally or if delivered to or left for the Lessee or if forwarded by prepaid post addressed to the Lessee at the address of the Lessee noted in the Reference Schedule or if sent by facsimile transmission to the facsimile number of the Lessee (if any) noted in the Reference Schedule and will be sufficiently served on the Lessor if addressed to the Lessor and left for or forwarded by prepaid post to the Lessor at its registered office for the time being (if the Lessor is a Company) or the Lessor's last known place of abode or business or if sent by facsimile transmission to the facsimile number of the Lessor (if any) noted in the Reference Schedule and a notice sent by post shall be deemed to have been served on the second Business Day after posting and a notice served by facsimile transmission shall be deemed to have been served on the date shown on the successful transmission report of the sender's facsimile machine provided that the report shows that the notice was transmitted in full and that if the date is not a Business Day or the time of transmission is after 4.30pm then the notice will be deemed served on the Business Day next following the date of transmission.

10.4 READING DOWN AND SEVERANCE OF INVALID PROVISIONS

The several covenants and conditions and each and every part of them contained in this Lease are to be construed so as not to

infringe the provisions of any Act whether State or Federal but if any covenant or condition on its true interpretation does infringe any provision or is otherwise void or unenforceable that covenant or condition must be read down to such extent as may be necessary to ensure that it does not so infringe and as may be reasonable in all circumstances so as to give it a valid operation of a partial character and in the event that the infringing covenant or condition cannot be so read down it will be deemed to be void and severable and the remaining provisions of this Lease will have full force and effect.

#### 10.5 EXCLUSION OF IMPLIED TERMS

This document embodies the entire understanding and the whole agreement between the parties relative to the subject matter and all previous negotiations representations warranties arrangements and statements (if any) whether express or implied (including any collateral agreement or warranty) with reference to the subject matter or the intentions of either of the parties are merged and otherwise excluded and cancelled.

#### 10.6 LEGAL COSTS AND EXPENSES

The Lessee must promptly pay all the Lessor's legal costs charges and expenses of and incidental to any variation or assignment or subletting and of any surrender and other termination of this Lease otherwise than by effluxion of time and every breach or default by the Lessee and in or incidental to the exercise or attempted exercise of any right power privilege authority or remedy of the Lessor under or by virtue of this Lease in accordance with the Practitioner Remuneration Order First Schedule and the relevant provisions of the General Order and the fees of all consultants properly incurred by the Lessor in consequence of or in connection with breach or default by the Lessee.

#### 10.7 HOLDING OVER

If the Lessee remains in occupation of the Demised Premises after the expiry or earlier termination of the Term without objection by the Lessor then in the absence of any express written agreement to the contrary the Lessee is deemed to be a monthly tenant of the Demised Premises at a monthly rent equivalent to the monthly proportion of the rent and the other amounts (if any) payable by the Lessee as at the expiry or earlier termination of the Term and otherwise upon the same Terms and conditions mutatis mutandis as those contained in this Lease so far as applicable. During the term of overholding the Lessor may increase the monthly rental payable at any time by not less than one calendar months notice in writing to the Lessee.

#### 10.8 DEDUCTIONS FROM RENTAL

The Lessee must not at any time deduct or set-off any money payable or claimed by the Lessee to be payable by the Lessor to the Lessee from or against any rent or other money payable by the Lessee to the Lessor pursuant to any provision of this Lease.

#### 10.9 SALE BY LESSOR

In the event of the Lessor proposing to sell the Building or the Demised Premises the Lessee must upon reasonable notice permit the Lessor or its agent to display on the exterior or interior of the Building or the Demised Premises a "For Sale" sign of reasonable size and to conduct prospective purchasers through the Demised Premises to enable them to view the same PROVIDED that in exercising such powers the Lessor must endeavour not to cause any undue inconvenience to the Lessee.

#### 10.10 RELETTING BY LESSOR

The Lessee must during the last three months of the Term unless the Lessee has exercised any option to renew contained in this Lease upon reasonable notice permit the Lessor or its agents to display on the exterior or interior of the Demised Premises a "To Let" sign of reasonable size and to conduct prospective future tenants through the Demised Premises to enable them to view the same PROVIDED that in exercising such powers the Lessor must endeavour not to cause any undue inconvenience to the Lessee.

#### 11 PARKING TARIFFS

The Lessee has the sole right to set parking tariffs to apply in respect of the Lessee's business conducted on the Demised Premises from time to time.

#### 12 RENTAL ADJUSTMENT

The Annual Rent will be increased on each date specified in item 11 of the Reference Schedule ("the Adjustment Date") to an amount equal to 103% of the amount of the Annual Rent payable for the immediately preceding 12 month period.

#### 13 RENT REVIEW

##### 13.1 INITIATING NOTICE

Either Party ("the Serving Party") is entitled to serve a written notice on the other ("the Recipient Party") fixing the Annual Rent at the dates specified in item 12 of the Reference Schedule, or at a date upon which the Annual Rent is required to be determined in

accordance with this clause, (each being a review date) at an amount which the Serving Party considers to be the current open market rental value of the Demised Premises ("the current rent") as at the review date based on a lease between a willing lessor and a willing lessee and in all respects (except as to rent payable) on the terms covenants and conditions of this Lease.

### 13.2 RECIPIENT PARTY'S NOTICE

The Recipient Party may within a period of thirty days after receipt of the notice from the Serving Party give written notice to the Serving Party stating that the Recipient Party does not agree that the amount nominated by the Serving Party is the current rent. If the Recipient Party does not give the notice within the time and in the manner referred to in this sub-clause then the amount nominated by the Serving Party in its notice is the Annual Rent to apply with effect from the review date.

### 13.3 DETERMINATION BY VALUER

If the Recipient Party gives the notice referred to in the preceding paragraph the current rent will be fixed by a practising real estate agent who is a member of the Victorian Division of the Australian Property Institute having not less than five years experience in the valuation and leasing of commercial car park premises in the Melbourne Metropolitan Area appointed at the request of the Lessor by the President for the time being of the Institute except that if a person satisfying these criteria has been appointed in respect of a rent review of the rent payable on any other carparking space situated in the Building Car Park that same person must be appointed ("the Valuer"). The Valuer acts as an expert and not as an arbitrator and his decision will be final and binding on the parties. All costs incurred in fixing the current rent must be borne by the Lessee and the Lessor in equal shares.

### 13.4 MATTERS TO BE CONSIDERED BY VALUER

Notwithstanding anything to the contrary contained in this Lease but without limiting the factors to be considered by the Valuer in making his determination under Clause 13.3 the Valuer must:

- 13.4.1 provide his determination of the market rental for the Demised Premises on the basis that the Demised Premises forms 1/175 of the value of a fully staffed normal commercial car park carried on at the Building Car Park; and
- 13.4.2 the Valuer must not set the rent at a level which would render operation of a commercial car park from the Demised Premises (and the other premises leased and

licensed by the Lessee in the Building car park) unprofitable to a commercial car park operator.

**13.5 INTERIM PAYMENT**

If the amount of the current rent has not been ascertained before the review date the Lessee must pay rent at the same rate required to be paid immediately prior to the review date and upon the current rent being ascertained any necessary adjustment of rent must be made forthwith.

**13.6 FAILURE TO GIVE NOTICE**

If the parties fails to exercise their right to give the notice under paragraph 13.1 before a review date the right may be exercised at any time prior to the next review date to take effect from the review date immediately preceding the date on which the notice was given. No succeeding review date will be postponed by reason of the operation of this sub-clause in relation to any preceding review date.

**13.7 GST EXCLUSIVE VALUE**

The amount of the reviewed rent as agreed or fixed under this Clause 12 is the GST exclusive value of the current open market rental.

**14 OPTION OF RENEWAL**

**14.1** If the Lessee wishes to take a new Lease of the Demised Premises from the expiry of the Term and gives to the Lessor notice in writing ("the Notice") to that effect not less than six (6) months prior to the expiry of the Term (and if during the Term of this Lease the Lessee has punctually paid all money payable and if at the time of giving the Notice and at the expiry of the Term there is no subsisting breach by the Lessee) the Lessor will grant the Lessee a new Lease of the Demised Premises for the Further Term specified in Item 15 of the Reference Schedule upon the same covenants terms conditions and provisions as are contained in this Lease or such of them as are then capable of taking affect excluding this Clause 14 and at a commencing Annual Rent determined in accordance with clause 13 and containing the following alterations in the Reference Schedule:-

**14.1.1** Term - the period of ten years.

**14.1.2** Commencement Date - [the day following the expiry of the Term].



- 14.1.3 Rent Adjustment Dates – on the first, second, fourth, fifth, seventh and eighth anniversary of the Commencement Date.
- 14.1.4 Rent Review Dates – on the third, sixth and ninth anniversary of the Commencement Date.
- 14.1.5 Annual Rent - [the annual rent determined in accordance with Clause 13].
- 14.2 It is a condition precedent to the exercise of the option granted in Clause 14.1 that the Lessee has:
  - 14.2.1 throughout the Term punctually paid the reserved rent; and
  - 14.2.2 throughout the Term not committed any breach of the covenants conditions and provisions of this Lease on its part to be observed and performed; and
  - 14.2.3 validly exercised its option to renew all other leases and licences that it holds for premises in and about the Building Car Park as is necessary for it to conduct its business operated on and from the Demised Premises and Building Car Park.

## 15 COMMON MANAGING AGENT

- 15.1 The Lessor will use reasonable endeavours to ensure that it, together with all other owners of lots comprising the Building Car Park, appoint a common managing agent to represent them all.
- 15.2 The Lessor (together with all other owners of lots comprising the Building Car Park) may change Managing Agents on notice to the Lessee.
- 15.3 Where there is a Managing Agent:
  - 15.3.1 the Lessor must promptly notify the Lessee in writing of the Managing Agent's identity and contract details;
  - 15.3.2 a Managing Agent appointed under this Clause 15 may be treated as the Managing Agent by the Lessee until the Managing Agent or the Lessor notify the Lessee in writing that they have ceased to be Managing Agent;
  - 15.3.3 any notice required to be given to the Lessor under this Lease is validly given if it is served on the Managing Agent;

- 15.3.4 any consent permission or approval required to be obtained from the Lessor under this Lease is sufficiently obtained if it is obtained from the Managing Agent;
- 15.3.5 any direction that the Managing Agent gives relating to the Demised Premises is taken to be a direction of the Lessor;
- 15.3.6 anything that the Lessor is empowered to do under this Lease may be done by the Managing Agent on the Lessor's behalf;
- 15.3.7 the Managing Agent may not vary the terms of this Lease; and
- 15.3.8 communications from the Lessor supersede those from the Managing Agent if there is any inconsistency between them.

EXECUTED as a deed.

THE COMMON SEAL of METROPOL  
PTY LTD (A.C.N. 088 346 909) was  
hereunto affixed in accordance with its  
Constitution in the presence of:

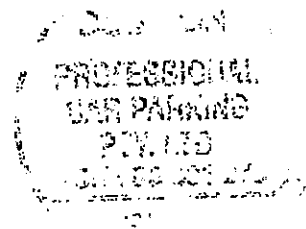


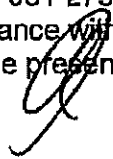
  
Andrew M. Rettig

Sole Director and Sole Secretary

Name of Sole Director and Sole  
Secretary  
(Print)

THE COMMON SEAL of  
PROFESSIONAL CAR PARKING PTY  
LTD (A.C.N. 093 081 273) was hereunto  
affixed in accordance with its  
Constitution in the presence of:



  
Andrew M. Rettig

Sole Director and Sole Secretary

Name of Sole Director and Sole  
Secretary  
(Print)

REFERENCE SCHEDULE

- |    |                                     |  |
|----|-------------------------------------|--|
| 1  | Lessor:                             | <u>METROPOL PTY LTD (A.C.N. 088 346 909)</u>   |
| 2  | Address for Service:                | Level 10, 650 Chapel Street, South Yarra, Vic 3141   |
| 3  | Facsimile Number:                   | (03) 9827 0322   |
| 4  | Lessee:                             | <u>PROFESSIONAL CAR PARKING PTY LTD</u><br>(A.C.N. 093 081 273)  |
| 5  | Address for Service:                | Level 10, 650 Chapel Street, South Yarra, Vic, 3141  |
| 6  | Facsimile Number:                   | (03) 9827 0322   |
| 7  | Demised Premises:                   | The car park Premises situate in the Building known as 60 Fitzroy Street, St Kilda being Lot 74 on Plan of Subdivision PS432208Q being Certificate of Title Volume 10642 Folio 755 and more particularly shown hatched on the plan annexed hereto. |
| 8  | Term:                               | The period of 15 years commencing on the Commencement Date.  |
| 9  | Commencement Date:                  | 7 June 2002  |
| 10 | Annual Rent:                        | First and second year of the term: \$2,925.00  |
| 11 | Rent Adjustment Dates:              | On the second, fourth, fifth, seventh, eighth, tenth, eleventh, thirteenth and fourteenth anniversary of the Commencement Date.  |
| 12 | Rent Review Dates:                  | On the third, sixth, ninth and twelfth anniversary of the Commencement Date.   |
| 13 | Use of Premises:                    | Commercial car park or any other purpose permitted by Planning Permits No. 1178/1999 & 240/2000, issued by the City of Port Phillip.   |
| 14 | Fixtures, Fittings and Furnishings: | Nil  |
| 15 | Renewal Term:                       | One further term of ten years.   |

16	Security Deposit/Bank Guarantee Amount:	Nil.
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**ADDITIONAL RULES – 60 FITZROY STREET, ST KILDA – P.S. 432208Q**

**BODY CORPORATE RULES**

**Body Corporate No. 1 & 2**

**1. DEFINITIONS**

In these rules:

- (a) "Act" means the Subdivision Act 1988;
- (b) "Building" means the building constructed on the Land;
- (c) "Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (d) "Land" means the whole of the land described in the Plan;
- (e) "Manager" means the person for the time being appointed by the body corporate as its manager or if no person is for the time being appointed, the secretary of the body corporate;
- (f) "Plan" means Plan of Subdivision No. P.S. 432208Q
- (g) "Retail Lot" means any of Lot numbers 195, 196, 197, 199, 301, 302, 303, 304, 305, 306, 307, 308 and 309 on the Plan.
- (h) "Residential Lot" means any of Lot numbers not specified in 1(g) above on the plan
- (i) "Security Key" means a key, magnetic card or other device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a Lot or the common property;
- (j) Unless the context otherwise requires –
  - (vii) headings are for convenience only,
  - (vii) words importing a gender include any gender,
  - (vii) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Governmental Agency,
  - (vii) 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,
  - (vii) 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 issues under that statute,
  - (vii) a reference to a body corporate includes any elected committee of the body corporate, and
  - (vii) a reference to a thing includes part of that thing; and

- (k) The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the body corporate 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.

## **PRECEDENCE OF RULES**

In so far as these Additional Rules are capable of applying to the common property owned by Body Corporate 3 on the Plan or to a Retail Lot, then to the extent that these Additional Rules conflict with the additional rules created from time to time by the members of Body Corporate No 3 on the Plan the additional rules created from time to time by body corporate No 3 will take precedence over these Additional Rules.

## **2. SUPPORT AND PROVISION OF SERVICES**

- 2.1 Except for the purposes of maintenance and renewal and with the written consent of the body corporate, a proprietor or occupier of a Lot must not:

- 2.1.1 do anything or permit anything to be done on or in relation to that 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 or occupier of a Residential Lot must not install a safe or other item of greater mass than 100 kg or producing a floor loading of greater than 150 kg per square metre when full without the written consent of the body corporate.

## **3. BEHAVIOUR BY PROPRIETORS AND OCCUPIERS**

- 3.1 A proprietor or occupier of a Lot must not:

- 3.1.1 Use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of Lots or their families or visitors;
- 3.1.2 Make or permit to be made any undue noise in or about the common property or any Lot affected by the body corporate;
- 3.1.3 Make or permit to be made noise from music or machinery which may be heard outside the owner's Lot between the hours of midnight and 8:00am;
- 3.1.4 Create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another Lot or of any person lawfully using common property; or
- 3.1.5 Obstruct the lawful use of common property by any person.
- 3.1.6 Without limiting the generality of the foregoing, use hammer drills or jack hammers in a Lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays.



- 3.2 A proprietor or occupier of a Lot when on common property or on any part of a Lot so as to be visible from another Lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another Lot or to any person lawfully using common property.
- 3.3 A proprietor or occupier of a Lot must not smoke in the stairwells, lifts, foyers, carpark, carpark lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the body corporate or its Manager may designate from time to time.
- 3.4 A proprietor or occupier of a Lot must not permit any child under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
- 3.5 A proprietor or occupier of a Lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

#### **4. CLEANING OF A LOT**

- 4.1 A proprietor or occupier of a Lot must keep that Lot clean and in good repair.

#### **5. DAMAGE TO COMMON PROPERTY**

- 5.1 A proprietor or occupier of a Lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property.

#### **6. MOVING OF CERTAIN ARTICLES**

- 6.1 A proprietor or occupier of a Lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Manager in sufficient time to enable a representative of the Manager to be present.
- 6.2 A proprietor or occupier of a Lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property in accordance with the directions of the Manager.
- 6.3 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 or occupier of the Lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the Lot will be liable for any damage caused to the common property arising from the movement of the article.
- 6.4 Without limiting the generality of the foregoing rules, a proprietor or occupier of a Residential Lot must not move articles likely to cause damage through the main entrance lobby or any other foyer. These items must be moved via the car park.

#### **7. INTERFERENCE WITH COMMON PROPERTY**

- 7.1 A proprietor or occupier of a Lot must not, without the prior written consent of the body corporate, remove any article from the common property placed there by direction or authority of the body corporate and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 7.2 A proprietor or occupier of a Lot must not, without the written authority of the body corporate or its Manager, interfere with the operation of any plant and equipment owned by the body corporate.

- 7.3 A proprietor or occupier of a Residential Lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that Lot without the prior written consent of the body corporate.
- 7.4 A proprietor or occupier of a Lot must not install a storage cage nor permit the installation of covering to any storage cages other than as permitted by the body corporate or as per the specifications agreed by the Committee of Management.
- 7.5 A proprietor or occupier of a Lot must not modify any television aerial or communication system (except telephone connections) servicing that Lot without the prior written consent of the body corporate.
- 7.6 A proprietor or occupier of a Lot must not modify or install any video/intercom unit without the prior written consent of the Manager and on the proviso that the contractor specified by the Manager is used. Once installed, the video/intercom unit becomes the property of the body corporate and cannot be removed even after the property has been sold.
- 7.7 A proprietor or occupier of a Lot must not use that part of a Lot designed for use as a car parking space for any other purpose without the written consent of the body corporate.

#### **8. SECURITY OF COMMON PROPERTY**

- 8.1 A proprietor or occupier 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 Building.

#### **9. NOTIFICATION OF DEFECTS**

- 9.1 A proprietor or occupier of a Lot must promptly notify the body corporate or its Manager on becoming aware of any damage to or defect in the common property or any personal property vested in the body corporate.

#### **10. COMPENSATION TO BODY CORPORATE**

- 10.1 The proprietor or occupier of a Lot shall compensate the body corporate in respect of any damage to the common property or personal property vested in the body corporate caused by that proprietor or occupier or their respective tenants, licensees or invitees.

#### **11. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL**

- 11.1 The body corporate may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the body corporate from fire or other hazards and without limitation may:-
  - 11.1.1 close off any part of the common property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property;
  - 11.1.2 permit to the exclusion of proprietors and occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the lots, either solely or in conjunction with other lots; and
  - 11.1.3 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots

- 11.2 A proprietor and occupier of a Lot must abide by any actions taken by the body corporate in accordance with this rule 11.1.

## **12. SECURITY KEYS**

- 12.1 The body corporate may charge a reasonable fee for any additional Security Key required by a proprietor.
- 12.2 A proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security key available for use by any occupier 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 body corporate.
- 12.3 A proprietor or occupier of a Lot in possession of a Security Key must not without written consent from the body corporate 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 or occupier and is not disposed of otherwise than by returning it to the proprietor or the body corporate.
- 12.4 A proprietor or occupier of a Lot must promptly notify the body corporate if a Security Key issued to him is lost or destroyed.

## **13. GARBAGE**

- 13.1 A proprietor or occupier of a Lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- 13.2 A proprietor or occupier of a Lot must dispose of garbage in the manner specified by the body corporate from time to time but otherwise:
- 13.2.1 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the body corporate;
  - 13.2.2 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the body corporate must be stored in the area designated for the items by the body corporate; and
  - 13.2.3 all other garbage must be drained and securely wrapped in small parcels deposited in the designated garbage areas, and;
  - 13.2.4 all cardboard boxes and packaging must be broken down and neatly packed in the garbage area.

## **14. CONSENT OF BODY CORPORATE**

- 14.1 A consent given by the body corporate 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 or occupier for the time being of the Lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

## **15. STORAGE OF FLAMMABLE LIQUIDS**

- 15.1 A proprietor or occupier of a Lot must not:
- 15.1.1 except with the written consent of the body corporate, use or store on the Lot or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for domestic purposes or in the fuel tank of a motor vehicle; or

15.1.2 do or permit anything which may invalidate or suspend any insurance policy effected by the body corporate or cause any premium to be increased without the prior written consent of the body corporate.

15.1.3 Nothing in rule 15.1 prohibits the proprietor or occupier of a Lot used as a restaurant or café or for other commercial purposes storing on that Lot or the common property any flammable chemical liquid or gas for use in that business.

## **16. PETS AND ANIMALS**

16.1 A proprietor or occupier of a Lot must not keep any animal on common property after being given notice by the body corporate to remove such animal after the body corporate has resolved that the animal is causing a nuisance.

16.2 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, does not urinate or defecate on common property such as gardens, paths and grass areas.

16.3 A proprietor or occupier of a Lot must ensure that any animal belonging to them, or in their control, must be kept on a lead or carried or in a cage while in the common property.

16.4 A proprietor or occupier of a Lot must ensure that no animals are allowed in the garden area. A proprietor or occupier of a Lot must ensure that animals enter and leave the property through the car park entrance or fire stairs and not through the main entrance lobby unless carried.

## **17. COMPLAINTS AND APPLICATIONS**

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

## **18. VEHICLES ON COMMON PROPERTY**

18.1 A proprietor or occupier of a Lot must not park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a Lot, or in any place other than in a parking areas specified by the body corporate for such purpose by the body corporate;

18.2 A proprietor or occupier 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 body corporate and the body corporate reserves the right to remove offending vehicles, trailers or motor cycles.

18.3 A proprietor or occupier of a Lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property or their Lot and must reimburse the body corporate for the cost of cleaning or removing any oil stains to the garage or other part of the common property or their Lot after due notice has been served.

## **19. STORAGE OF BICYCLES**

19.1 A proprietor or occupier of a Lot must not:

19.1.1 permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the body corporate or its Manager for such purpose and fitted with bicycle racks from time to time;



- 19.1.2 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 body corporate or its Manager from time to time.

## **20. INSURANCE PREMIUMS**

- 20.1 A proprietor or occupier of a Lot must not without the prior written consent of the body corporate do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the body corporate.

## **21. FIRE CONTROL**

- 21.1 A proprietor or occupier 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.
- 21.2 A proprietor or occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot.
- 21.3 A proprietor or occupier 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.

## **22. SIGNS, BLINDS AND AWNINGS**

- 22.1 A proprietor or occupier of a Lot must not erect or affix any sign or notice to any part of the common property or inside their Lot.
- 22.2 A proprietor or occupier of a Residential Lot must not install or permit the installation of any window coverings other than cream backed blinds or venetians, natural timber venetians or charcoal blinds or venetians, (vertical blinds are not permitted). I.e. The only colours which can be seen from the exterior of the building are cream, natural timber or charcoal, or such other window coverings permitted by the body corporate from time to time.
- 22.3 A proprietor or occupier of a Residential Lot must not install or permit the installation, any awnings or external blind to their Lot or the common property other than as approved by the body corporate.

## **23. APPEARANCE OF A LOT**

- 23.1 Without limiting any other of these rules, a proprietor or occupier of a Lot must not:
- 23.1.1 without prior written consent of the body corporate maintain inside a Residential Lot anything visible from outside the Lot that when viewed from outside the Lot is not in keeping with the rest of the Building;
- 23.1.2 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 body corporate;
- 23.1.3 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 Building;
- 23.1.4 without the prior written consent of the body corporate attach to or hang from the exterior of the Lot any aerial or any security device or wires;
- 23.1.5 install or operate any intruder alarm which emits an audible signal;

- 23.1.6 allow any glazed portions of the Residential 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; and
- 23.1.7 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.
- 23.1.8 install any air conditioning unit in a Residential Lot other than on a balcony where the pipework cannot be seen on the exterior of the building i.e. must be internally plumbed, the condenser unit must be isolated from structure to ensure no reverberation occurs, discharge of excess water from the condenser must be properly plumbed so as not to interfere with the residents or the footpath below. Roof air conditioning units are an option on the basis that the correct Town Planning Approval is obtained, so as not to obstruct views from adjoining properties. All units must comply with EPA guidelines. Any work requiring common area access, i.e. cranes, scissor lifts etc., will require approval from the Body Corporate and must indemnify the Body Corporate to their satisfaction prior to attending the site.
- 23.1.9 install any pipes, wiring, cables or the like to the external face of the Building.
- 24. PAINTING, FINISHING, ETC**
- 24.1 A proprietor or occupier 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.
- 25. CLOTHES DRYING AND APPEARANCE OF A LOT**
- 25.1 A proprietor or occupier 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 written consent of the body corporate.
- 25.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the body corporate.
- 25.3 A proprietor or occupier of a Lot must not place, display or hang any chattel or item (including, without limitation, any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property and the Lot without the consent of the body corporate.
- 26. COMPLIANCE WITH RULES BY INVITEES**
- 26.1 A proprietor or occupier of a Lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.
- 26.2 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.
- 27. COMPLIANCE WITH LAWS**
- 27.1 A proprietor or occupier of a Lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.



- 29.3 The proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the body corporate concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the body corporate gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein;
- 29.4 Without limiting the generality of sub-paragraph (iv) the proprietor or occupier of a Lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- 29.4.1 building materials must not be stacked or stored in the front side or rear of the Building;
  - 29.4.2 scaffolding must not be erected on the common property or the exterior of the Building;
  - 29.4.3 construction work must comply with all laws of the relevant Government Agencies;
  - 29.4.4 the exterior and common property of the Building must at all times be maintained in a clean tidy and safe state
  - 29.4.5 construction vehicles and construction workers' vehicles must not be brought into or parked in the common property.
- 29.5 Before any of the proprietor or occupier's works commence the proprietor or occupier must:
- 29.5.1 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 body corporate; and
  - 29.5.2 deliver a copy of the policy and certificate of currency in respect of the policy to the body corporate;
- 29.6 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant Lot or of the body corporate in the case of common property;
- 29.7 The proprietor or occupier of a Lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the body corporate may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified the body corporate against any costs or liabilities incurred by the body corporate in so making good the damage or dirtying;

- 29.8 The proprietor or occupier of a Lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the body corporate's election) to reimburse to the body corporate the cost incurred or to be incurred by the body corporate in making good any such damage.

### **30 CONDUCT OF MEETING**

- 30.1 The conduct of meetings of the body corporate shall otherwise be regulated in accordance with the Subdivision (Body Corporate) Regulations 2001.

### **31 SELLING AND LEASING**

- 31.1 A proprietor or occupier of a Lot must not allow the erection of any for sale or for lease boards on the common property without the written consent of the body corporate.
- 31.2 A proprietor or occupier of a Lot must not place any signage on their Lot or the common property so as to be visible from the common property or outside the Building without the written consent of the body corporate.

### **32 USE OF APPURTENANCES**

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

### **33 INFECTIOUS DISEASES**

- 33.1 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 the body corporate and shall pay to the body corporate 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.

### **34. ACCESS TO LOTS**

- 34.1 Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the body corporate or the committee of the body corporate and its servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Lot owner in cases where such leakage or defect is due to any act or default of the said Lot owner or his or her invitees). The committee of the body corporate, in exercising this power shall ensure that its servants, agents and employees cause as little inconvenience to the Lot owner or occupier as is reasonable in the circumstances.

### **35. RECOVERY OF BODY CORPORATE CONTRIBUTION FEES/LEGAL COSTS**

- 35.1 The member shall pay on demand by the body corporate all legal costs on a solicitor-own client basis which the body corporate pays, incurs or expends in consequence of any default by the member in the performance or observance of any term, covenant or condition contained in these rules including but not limited to recovery of body corporate contribution fees.



### **36. PENALTY INTEREST**

- 36.1 The Body Corporate will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983.

### **37. RESIDENTS MOVING IN OR VACATING**

- 37.1 Residents intending to move furniture in or out of a Residential Lot must not:

37.1.1 do so without notifying the Manager at least 48 hours prior to the proposed move and receiving approval from the Manager for the day and time in order to coordinate the movement of removalists and tradesmen and to protect lifts, etc.

- 37.2 Residents moving furniture in or out at any time must not:

37.2.1 permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Manager.

37.2.2 permit any furniture or items to access or exit the building other than the car park. Absolutely no movement is to be through the main entrance lobby.

37.2.3 permit any vehicles to restrict access to the car park.

37.2.4 conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.

37.2.5 place any furniture or items in a lift other than that specified by the Manager and notwithstanding 37.1.1 until protective covers have been placed in the lift by the Manager.

37.2.6 either themselves or permit any removalist to allow furniture or items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door.

37.2.7 damage the lifts in any way or lobbies or any area nor leave rubbish papers or other detritus along the path of the move. The occupier must ensure that carriers do not leave empty boxes or cartons in the building. At the completion of the move in or out the Manager will inspect the lifts, lobbies and common property for damage, marking or detritus and will if any is found notify the resident of amount payable in rectification. The amount must be paid to the body corporate promptly.

37.2.8 conduct the operation in other than a quick and timely manner.

- 37.3 A proprietor of a Lot must not permit tenants or occupiers to avoid paying the cost of damage referred to in 37.2.7. If the amount is not paid within 7 days, the proprietor will become liable to the body corporate for the amount.

# Due Diligence Checklist

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

Before buying 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](http://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 on 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.

# MINUTES OF ANNUAL GENERAL MEETING

**Owners Corporation Plan No 432208Q1**  
60 FITZROY STREET  
352 CANTERBURY ROAD, ST KILDA, VIC, 3182

**These are the minutes of the Annual General Meeting for Owners Corporation Plan No 432208Q1 held at Video Conference: <https://meet.bcsm.com.au/502996156> commencing at 5:00 PM on Thursday 14 September 2023.**

Notice of interim minutes is provided pursuant to Section 78(4) of the Act and that these interim resolutions will become resolutions of the Owners Corporation, subject to paragraphs (b) & (c), 29 days from the date of the interim resolution.

## Lots Represented

<u>Lot No</u>	<u>Name</u>
15	Georgina Orpin
26	Damon Youl
26A	Christopher Cameron & Victor Oyugi
38	Toby Sherring (Until 6:12pm)
38A	Adam Green
39	Louis Kulpa & Lauren Callahan (Non-Financial)
45	Laura Georgiou (From 5.20pm)
46	Delia Houlihan (From 6.30pm Proxy to Daniel Burns prior)
48	Mae Allan & Simon Hurley
50	Daniel Burns
55	Stephen Ross
58	Alfredo Calle
61	Ian Gibson
76	Andrew Hewett
77	Andrew Hewett
79	Andrew Hewett
80	Andrew Hewett
82	Andrew Hewett (Non-Financial)
83	Andrew Hewett
96	John Barlow
97	John Barlow
108	Andrew Hewett (Non-Financial)
109	Andrew Hewett (Non-Financial)

110	Andrew Hewett (Non-Financial)
111	Andrew Hewett (Non-Financial)
114	Andrew Hewett (Non-Financial)
116	Kochay Amin (Non-Financial)
117	Andrew Hewett
134	Andrew Hewett
135	Andrew Hewett
139	Andrew Hewett (Non-Financial)
195	David Blakeley
197	David Blakeley
301A	David Blakeley
301B	David Blakeley

### Present by Proxy

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<u>Lot</u>	<u>In Favour of:</u>
Dianne June Brettargh - Lot 76	Andrew Hewett
Balcombe Rd Medical Centre - Lot 77	Andrew Hewett
Dianne June Brettargh - Lot 79	Andrew Hewett
Dianne June Brettargh - Lot 80	Andrew Hewett
Delta Pi Pi Pty Ltd Acn, 615482279 - Trustee Of A Trust, Delta Pi Pi Unit Trust (Non-Financial) - Lot 82	Andrew Hewett
Delta Pi Pi Pty Ltd Acn, 615482279 - Trustee Of A Trust, Delta Pi Pi Unit Trust (Non-Financial) - Lot 83	Andrew Hewett
Delta Pi Pi Pty Ltd (Non-Financial) - Lot 108	Andrew Hewett
Delta Pi Pi Pty Ltd Acn, 615482279 - Trustee Of A Trust, Delta Pi Pi Unit Trust (Non-Financial) - Lot 109	Andrew Hewett
A J Cardakaris , David Cardakaris , Gadak Super Fund (Non-Financial) - Lot 110	Andrew Hewett
A J Cardakaris , David Cardakaris , Gadak Super Fund (Non-Financial) - Lot 111	Andrew Hewett

Delta Pi Pi Pty Ltd (Non-Financial) - Lot 114	Andrew Hewett
Rocco Sculli - Lot 117	Andrew Hewett
J Bukowsky - Lot 134	Andrew Hewett
Jorg Joseph Bukowsky - Lot 135	Andrew Hewett
Delta Pi Pi Pty Ltd Acn, 615482279 - Trustee Of A Trust, Delta Pi Pi Unit Trust (Non-Financial) - Lot 139	Andrew Hewett
George Vasiliadis , Michael Ciarma - Lot 195	David Blakeley
G Vasiliadis , M Ciarma - Lot 301a	David Blakeley
G Vasiliadis , M Ciarma - Lot 301b	David Blakeley

## Apologies

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Nil

## In Attendance

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Rylie Vincent representing Body Corporate Services (VIC) Pty Limited.

## Quorum

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As no quorum was declared, members resolved that the meeting proceed in accordance with Section 78 of the Owners Corporation Act 2006, and that all decisions made will be interim decisions

## Chairperson

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Rylie Vincent

## Motions

### 1 MINUTES

#### 1.1 Minutes of Last AGM

#### Ordinary Resolution

That the Minutes of the last Annual General Meeting of the Owners Corporation held 6 October 2022 be adopted and confirmed as a true record and account of the decisions made at that meeting.

**Motion Result:** Passed by Simple Majority

## 2 INSURANCES

### 2.1 Acknowledge Insurance

#### Ordinary Resolution

That the Owners Corporation resolve to acknowledge and accept the insurance cover set out within the notice of meeting; and resolve to renew the insurance at the greater of, the suggested rate of cover as recommended by the broker/insurer at the time of renewal or the recommended by a valuation obtained prior to the renewal.

Current To	Risk Type	Coverage Amount
03 Jul 2024	Fusion Cover	Not Insured
	Flood	\$61,171,494.00
	Floating Floors	Included
	Fidelity Guarantee Insurance	\$250,000.00
	Damage (i.e. Building) Policy	\$61,171,494.00
	Community Income	Not Insured
	Common Area Contents	\$611,715.00
	Building Catastrophe	\$18,351,448.00
	Appeal Expenses	\$100,000.00
	Voluntary Workers Insurance	\$300,000.00 / \$3,000.00
	Property, Death and Injury (Public Liability)	\$30,000,000.00
	Paint	Not Selected
	Workers Compensation Insurance	Not Insured
	Office Bearers Liability Insurance	\$10,000,000.00
	Machinery Breakdown Insurance	\$50,000.00
	Lot Owner's Fixtures and Improvements	\$250,000.00
	Loss of Rent	\$9,175,724.00
	Legal Defence Expenses	\$100,000.00
	Government Audit Costs	\$25,000.00
	TOTAL PREMIUM:	\$210,278.95

**Motion Result:** Passed by Simple Majority

NOTES: *The manager had mistakenly omitted the insurance commission amount from the agenda and confirms the amount to be received is \$29,039.76*

### 2.2 Obtain a new Valuation

#### Ordinary Resolution

That the Owners Corporation resolve to obtain an insurance valuation and if the recommend building sum insured from the valuation is greater than the current building sum insured amount, as soon as practicable, obtain additional insurance cover to ensure the level of cover is at least equal to the level of cover recommended by the insurance valuation.

**Motion Result:** Defeated by Simple Majority

### 2.3 Acknowledge Insurance Valuation

#### Ordinary Resolution

That the Owners Corporation acknowledge the insurance valuation report dated 16 April 2021 with a recommended building sum insured of \$57,660,000.00.

**Motion Result:** Passed by Simple Majority

## 3 REPORTS

### 3.1 Receive Committee Report

#### Ordinary Resolution

That the Committee Report be received.

### Committee Report OC1 – AGM 14 September 2023

**Car park security** – members of the Committee attended a community meeting with City of Port Phillip, police and residents of St Kilda. Metropal residents were urged to call 000 and report all trespassers. This has been done several times resulting in rough sleepers being moved on by police and their belongings removed by CoPP. A new Security Company has been engaged to patrol the Metropal complex.

**Flag Replacement** – cannot be replaced at no cost to the OC by a Council grant, so we will not proceed.

**Unit 37** – wooden panels had fallen down and have been replaced by the Owner.

**Car Park** – three proposals have been submitted to The Carpark Owners' Committee to run the "public" part of the carpark area. That Committee has approved the proposal from Interpark. The OC1 Committee has asked that BCS seek legal advice on this proposal to ensure our interests are protected.

**Car Park Floors** – scheduled to be cleaned week beginning 11<sup>th</sup> September 2023.

**Outstanding Debts** – over \$100,000 is still owed to OC1 by Carpark Owners. A VCAT ruling was made in favour of OC1, confirming that Carpark Owners must pay levies as issued on behalf of the OC, whether income is being derived from their car park or not.

**Canterbury Road Terrace** – the Committee looked at reports received from an Owner, Project Manager and Waterproofing Company and determined no further action need be taken by the OC. Subsequently a claim for \$50,050 has been made by a former owner of a Unit located beneath this terrace. BCS has forwarded a solicitor's letter, approved by the OC1 Committee, refuting this claim.

**Canterbury Road Stairs** – anti-slip safety nosing has been replaced.

**Canterbury Road Utility Doors** – need to be repaired or replaced, but decided to put on hold for now, due to more urgent pressures on our funds.

**Canterbury Road Bluestone Wall** – the Chairman investigated whether there would be a CoPP grant available to repair this Heritage Listed wall, but there is not. The last quote obtained to strengthen the wall was dated July 2020 and was for \$29,000. This quote was not actioned due to financial constraints on the OC. BCS are to engage an engineer to re-assess the situation.

**Lift Lobby** – water damaged skirting boards and plaster. To be repaired.

**Ceiling Outside Lift Lobby** – to be repaired.

**Insurance** – the Metropal is a complicated insurance proposition, with individually owned car parks situated beneath commercial businesses and residential units. It has to be insured as a whole entity and therefore the cost is borne by OC1, as all owners belong to OC1. As all insurance premiums have risen (partly due to fires and other natural disasters throughout the country), the OC1 Committee was advised by BCS at a meeting in December 2022, that a Special Levy could be raised to cover the premium. The Committee objected strongly to this and decided that it is better for all members that the annual fees be increased, so that the cost is spread over four payments each year.

**Motion Result:** Passed by Simple Majority

### 3.2 Receive Manager's Report

#### Ordinary Resolution

That the Manager's Report be received.

**Motion Result:** Passed by Simple Majority

### 3.3 Receive Dispute Resolution Report/Arrears Waiver of Interest Report

#### Ordinary Resolution

That the Dispute Resolution Report/Arrears Waiver of Interest Report be received.

**Motion Result:** Passed by Simple Majority

## 4 AUDITOR

### 4.1 Annual Audit

#### Ordinary Resolution

That the Owners corporation resolves that the statement of accounts for the financial year 01/07/2023 to 30/06/2024 be audited.

**Motion Result:** Passed by Simple Majority



## 5 FINANCIAL STATEMENTS

### 5.1 Financial Statements

#### Ordinary Resolution

That the audited financial statements for the period ending 30 June 2023 (which report total members' funds of \$173,292.31 as per report attached) be adopted.

**Motion Result:** Passed by Simple Majority

## 6 BUDGET

### 6.1 Approve Budget

#### Ordinary Resolution

That the budget for the financial year commencing 1 July 2023, enclosed within the meeting documents, be adopted.

Please note that the administration budget was approved to increase by approx. 30% due to the rising cost of insurance premiums.

Please note that the maintenance budget is not increasing.

**See Attachment 1.**

**Motion Result:** Passed by Simple Majority

## 7 FEES

### 7.1 Setting of Fees - Administration Fund

#### Ordinary Resolution

That fees be set in accordance with Section 23 of the Owners Corporations Act 2006 at \$373,500.00 (incl. GST) towards the **Administration Fund**, to commence on 1 July 2023.

**Motion Result:** Passed by Simple Majority

### 7.2 Fee Instalment Periods - Administration Fund

#### Ordinary Resolution

That the **Administration Fund** fees be paid in advance by 4 instalments for the financial year **ending 30 June 2024**, and to be continued at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting, as follows:

#### Administration Fund:

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Ent.
Already Issued	Current	01 Jul 2023	30 Sep 2023	01 Jul 2023	\$71,000.00	\$29.19
To be Issued	Current	01 Oct 2023	31 Dec 2023	01 Oct 2023	\$71,000.00	\$29.19
To be Issued	Current	01 Jan 2024	31 Mar 2024	01 Jan 2024	\$115,750.00	\$47.59
To be Issued	Current	01 Apr 2024	30 Jun 2024	01 Apr 2024	\$115,750.00	\$47.59
<b>Total</b>					<b>\$373,500.00</b>	<b>\$153.57</b>

#### Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund	Per Lot Ent.
To be Issued	Next	01 Jul 2024	30 Sep 2024	01 Jul 2024	\$93,375.00	\$38.39
To be Issued	Next	01 Oct 2024	31 Dec 2024	01 Oct 2024	\$93,375.00	\$38.39
<b>Total</b>					<b>\$186,750.00</b>	<b>\$76.78</b>

**Motion Result:** Passed by Simple Majority

### 7.3 Setting of Fees - Maintenance Fund

#### Ordinary Resolution

That fees be set in accordance with Section 23 of the Owners Corporations Act 2006 at **\$56,520.00** (incl. GST) towards the **Maintenance Fund** to commence on **1 July 2023**.

**Motion Result:** Passed by Simple Majority

### 7.4 Fee Instalment Periods - Maintenance Fund

#### Ordinary Resolution

That the **Maintenance Fund** fees be paid in advance by 4 instalments for the financial year ending **30 June 2024**, and to be continued at the same rate until changed by a resolution by the members of the Owners Corporation at a General Meeting, as follows:

#### Maintenance Fund:

Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund	Per Lot Ent.
Already Issued	Current	01 Jul 2023	30 Sep 2023	01 Jul 2023	\$14,130.00	\$5.81
To be Issued	Current	01 Oct 2023	31 Dec 2023	01 Oct 2023	\$14,130.00	\$5.81
To be Issued	Current	01 Jan 2024	31 Mar 2024	01 Jan 2024	\$14,130.00	\$5.81
To be Issued	Current	01 Apr 2024	30 Jun 2024	01 Apr 2024	\$14,130.00	\$5.81
<b>Total</b>					<b>\$56,520.00</b>	<b>\$23.24</b>

#### Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund	Per Lot Ent.
To be Issued	Next	01 Jul 2024	30 Sep 2024	01 Jul 2024	\$14,130.00	\$5.81
To be Issued	Next	01 Oct 2024	31 Dec 2024	01 Oct 2024	\$14,130.00	\$5.81
<b>Total</b>					<b>\$28,260.00</b>	<b>\$11.62</b>

**Motion Result:** Passed by Simple Majority

## 8 PENALTY INTEREST AND DEBT RECOVERY

### 8.1 Charging of Penalty Interest

#### Ordinary Resolution

That the Owners Corporation confirm to charge penalty interest in accordance with the conditions set out by the Owners Corporation Act 2006 Part 3.

**Motion Result:** Passed by Simple Majority

### 8.2 Waiver of Penalty Interest and Late Payment Fees

#### Ordinary Resolution

That the Owners Corporation No. 432208Q1 resolve that the Manager, when finalising outstanding levies and charges, may waive from the lot ledger fees and charges (excluding levies) up to **\$20** of penalty interest and **\$62** of late payment charges where the lot has not had any waiver of fees and charges in the preceding two (2) years. All other amounts will require approval of the Committee. Any waiver of interest will require the amount to be paid in full with the credit being carried forward to be applied to future fees.

**Motion Result:** Passed by Simple Majority

### 8.3 Payment Plans

### Ordinary Resolution

That the Owners Corporation No. 432208Q1 resolve that the Manager be delegated the authority to enter the Owner and Owners Corporation into a payment arrangement where the outstanding balance is paid out in full within six (6) months, or in accordance with a policy adopted by the Committee from time to time; and subject to all future fees and charges being paid on-time and in full.

**Motion Result:** Passed by Simple Majority

### 8.4 Debt Recovery Process

### Ordinary Resolution

- a. That the manager arrange for the issue of debt collection and proceedings against the owner/s of lot/s in arrears, and;
- b. That the debt collection and legal cost/s of these proceedings be invoiced back to the owner/s of lot/s who are being pursued for the arrears, and;
- c. That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary, or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligations under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation, and;
- d. That the Owners Corporation may recover from any instigating unit owner the cost of any works undertaken for the use of that unit such as but not limited to: - Title Searches, Key Issue / Recovery, Attendance to record searches or other incidentals.

**Motion Result:** Passed by Simple Majority

## 9 MANAGER

### 9.1 Appointment of Manager

### Ordinary Resolution

That in accordance with The Owners Corporations Act 2006 Section 119, Owners Corporations Regulations 2018 and Owners Corporation Rules:

- a. Body Corporate Services (VIC) Pty Limited be appointed as Manager of the Owners Corporation for 1 year from and including the date of this meeting;
- b. The Owners Corporation delegate to the Manager all of the powers and functions of the Owners Corporation necessary to enable the Manager to perform its duties under the form of Contract of Appointment Owners Corporation Manager (Appointment);
- c. The delegation to the Manager is to be subject to the conditions and limitations in the Appointment;
- d. That a member be appointed as representative of the Owners Corporation for the purpose of the Appointment; and
- e. The common seal of the Owners Corporation be affixed to the Appointment.

Andrew Hewett proposed a motion to renew the manager's contract on a month-to-month basis. Members voted on the original motion to renew the contract for 12 months and the motion was carried.

**Motion Result:** Motion CARRIED.

**Voting:**

Affirmative: 16

Negative: 9

Abstained: 1

## 10 ENGAGEMENT OF CONTRACTORS

### 10.1 Engagement of Contractors

#### Ordinary Resolution

That the Owners Corporation acknowledges that the Strata Manager will not issue a Work Order or engage any Contractors for the provision of any goods or services, unless they have complied with the Minimum Requirements as defined in the explanatory note.

**Motion Result:** Passed by Simple Majority

## 11 ESSENTIAL SAFETY

### 11.1 Essential Safety

#### Ordinary Resolution

That the Owners Corporation will review its mandatory responsibility in accordance with the Victorian Building Regulations 2006 (Part 10) & OHS Act 2004, Section 21 (3) in relation to the fire services, safety and risk management; and

That the Owners Corporation is to ensure the essential service items are attended to in accordance with the Building Code of Australia.

**Motion Result:** Passed by Simple Majority

## 12 USE OF COMMON SEAL AND EXECUTION OF DOCUMENTS

### 12.1 Use of Common Seal and Execution of Documents

#### Ordinary Resolution

To advise what documents the common seal has been affixed to, or documents executed by the Owners Corporation in accordance with Section 10 of the Owners Corporations Act 2006, since the last Annual General Meeting.

- Contract of Appointment – Owners Corporation Manager x 2
- OC Certificate for prospective vendors.

**Motion Result:** Passed by Simple Majority

## 13 COMMITTEE

### 13.1 To Elect a Committee

#### Ordinary Resolution

That, pursuant to Sections 100 and 103 of the Owners Corporation Act 2006, the Owners Corporation elect a committee consisting of 10 members.

#### Members elected:

Victor Oyugi	Lot 26A
Eve Tauber	Lot 42
Delia Houlihan	Lot 46
Mae Allan	Lot 48
Daniel Burns	Lot 50
Steve Ross	Lot 55
John Barlow	Lot 96
Andrew Hewett	Lot 117
George Vasiliadis	Lot 195
David Blakeley	Lot 197

**Motion Result:** Passed by Simple Majority

### 13.2 Committee To Elect a Chairperson

#### Ordinary Resolution

That the Committee elect David Blakeley as the Chairperson of the Owners Corporation.

**Motion Result:** Passed by Simple Majority

### 13.3 Committee To Elect a Secretary

### Ordinary Resolution

That the Owners Corporation appoint BCS as Secretary of the Owners Corporation and of the Committee in accordance with Sections 99 and 107 of the Owners Corporation Act 2006.

**Motion Result:** Passed by Simple Majority

### 13.4 Delegation of Powers to Committee

### Ordinary Resolution

That the Owners Corporation delegate to the members of the Committee who are members of the Owners Corporation all the powers and functions of the Owners Corporation that may be delegated as set out in the Owners Corporation Act 2006 (see the notes section below for breakdown);

**Motion Result:** Passed by Simple Majority

### 13.5 Committee to also serve as Grievance Committee

### Ordinary Resolution

That the members of the Committee also serve as the Grievance Committee.

**Motion Result:** Passed by Simple Majority

## 14 GENERAL BUSINESS

### 14.1 Car Park Operator

Members were provided with an update on behalf of the car park owner working group which advised that the car park owners had approved for InterPark to be engaged as the new operator of the car park. The legal paperwork is being finalised at the moment, once finalised the Owners Corporation will need to pass a special resolution to allow InterPark to enter into a Licence Agreement for use of the common property. Andrew Hewett asked the committee to look into whether the profit from the carpark can be paid into the OC account to be used to pay off the owner's OC fees. The manager advised this would require legal advice & consent from the owners of the car parks.

### 14.2 Commercial Bins

An owner raised a complaint that some of the commercial tenants were not putting their bins back after collection. The manager will ask the tenants to ensure the bins are back.

## 15 NEXT MEETING

The next Annual General Meeting will be held around the same time next year, with a date to be determined by the committee.

## Closure

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There being no further business the Chairperson declared the meeting closed at 06:37 PM.

## Approved Annual Budget

## Administrative Fund

Owners Corporation for Plan No. 432208Q1

1 July 2023 to 30 June 2024

352 CANTERBURY ROAD ST KILDA VIC 3182

Expenditure	Actuals 07/22 - 06/23	Budget 07/22 - 06/23	Budget 07/23 - 06/24	Variance \$
Accountant - audit fees	2,009.09	1,700.00	2,000.00	300.00
Bank-Service Fees	-	10.00	-	(10.00)
Caretaker-Contractor	41,598.32	43,300.00	43,300.00	-
Consultant	8,616.00	4,000.00	4,000.00	-
Electricity	4,600.86	8,000.00	6,000.00	(2,000.00)
Fire Protection Services	14,569.64	15,000.00	15,000.00	-
General Repairs	7,016.50	9,000.00	9,000.00	-
Insurance Claim - excess	-	2,500.00	2,500.00	-
Legal Costs - debt recovery	14,412.26	2,000.00	5,000.00	3,000.00
Legal Costs - legal opinion	2,880.00	-	2,000.00	2,000.00
Lift Maintenance	8,070.26	6,000.00	6,500.00	500.00
Management - accounting fees	1,795.80	1,700.00	1,700.00	-
Management - additional services	4,957.76	1,000.00	2,000.00	1,000.00
Management - after hours meeting	961.34	600.00	1,000.00	400.00
Management - certificate fees	2,680.84	-	-	-
Management - debt recovery	1,258.18	-	-	-
Management - disbursements	43.96	-	-	-
Management - management fees	23,082.52	23,840.00	25,032.00	1,192.00
Management - work order/quotes	480.00	300.00	300.00	-
Mutual Revenue - penalty interest	6.64	-	-	-
Pest Control Services	902.00	440.00	1,000.00	560.00
Plumbing	420.00	-	1,000.00	1,000.00
Premium	136,545.89	130,000.00	199,000.00	69,000.00
Roof Systems - flashing	200.00	-	-	-
Security Services	10,299.96	10,000.00	18,250.00	8,250.00
Sundry Expenditure	179.61	-	500.00	500.00
Telephone & Internet Services	1,776.88	2,500.00	1,800.00	(700.00)
Water - charges	326.40	1,000.00	1,000.00	-
Water Penetration/Waterproofing	9,350.00	-	-	-
<b>Total Administrative Fund Expenditure</b>	<b>299,040.71</b>	<b>262,890.00</b>	<b>347,882.00</b>	<b>84,992.00</b>
<b>Additional Revenue</b>	<b>Actuals 07/22 - 06/23</b>	<b>Budget 07/22 - 06/23</b>	<b>Budget 07/23 - 06/24</b>	<b>Variance \$</b>
Mutual Revenue - security devices	739.55	-	-	-
Non-Mutual Revenue - bank interest	177.24	-	-	-
Non-Mutual Revenue - certificates	3,083.94	-	-	-
Taxes - GST rounding	1.95	-	-	-
<b>Total Administrative Fund Additional Revenue</b>	<b>4,002.68</b>	<b>-</b>	<b>-</b>	<b>-</b>

## Approved Annual Budget (continued)

## Administrative Fund

Owners Corporation for Plan No. 432208Q1

1 July 2023 to 30 June 2024

352 CANTERBURY ROAD ST KILDA VIC 3182

Administrative Fund Summary		Budget 07/23 - 06/24
Opening balance (Surplus)	89,315.06	
Expenditure during budget period	347,882.00	
	<b>258,566.94</b>	
Less Additional revenue during budget period	0.00	
Plus Planned surplus at end of budget period	80,978.51	
Plus Allowance for GST on levies	33,954.55	
<b>Budgeted levies to be raised \$</b>	<b>373,500.00</b>	<b>Per Ent 153.5773</b>
Last years budgeted levies raised	284,000.00	116.7763
Variance \$	89,500.00	
Total Lot Liability	2432	
*May include insurance contributions		



# Approved Annual Budget

## Maintenance Fund

Owners Corporation for Plan No. 432208Q1

1 July 2023 to 30 June 2024

352 CANTERBURY ROAD ST KILDA VIC 3182

Expenditure	Actuals 07/22 - 06/23	Budget 07/22 - 06/23	Budget 07/23 - 06/24	Variance \$
Exterior Finishes	-	40,000.00	-	(40,000.00)
General Repairs	-	20,000.00	40,000.00	20,000.00
Intercom & Security System	4,670.00	-	-	-
Mutual Revenue - penalty interest	0.87	-	-	-
<b>Total Maintenance Fund Expenditure</b>	<b>4,670.87</b>	<b>60,000.00</b>	<b>40,000.00</b>	<b>(20,000.00)</b>

Maintenance Fund Summary			Budget 07/23 - 06/24
Opening balance (Surplus)	83,977.25		
Expenditure during budget period	40,000.00		
	(43,977.25)		
Less Additional revenue during budget period	0.00		
Plus Planned surplus at end of budget period	95,359.07		
Plus Allowance for GST on levies	5,138.18		
<b>Budgeted levies to be raised \$</b>	<b>56,520.00</b>	<b>Per Ent</b>	<b>23.2401</b>
Last years budgeted levies raised	56,520.00		23.2401
Variance \$	0.00		
Total Lot Liability	2432		



**RESIDENTIAL TENANCIES ACT 1997**  
**RESIDENTIAL TENANCIES REGULATIONS 2021 REGULATION 10(1)**  
**RESIDENTIAL RENTAL AGREEMENT**  
Ver.9.2.CAV.OA/0623

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

### Part A – Basic terms

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

**1. Date of agreement**

This is the date the agreement is signed.

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

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

Address of Premises **38B/352 Canterbury Road,  
St Kilda, VIC, 3182,**

**3. Rental provider details**

Name: **Mr John Romanos**

**Rental provider's agent's details (if applicable)**

Name: **Xynergy Realty (Oakleigh) Pty Ltd Trading as  
Xynergy Realty Oakleigh**

Business Address: **19 Station St, Oakleigh, VIC 3166**

Telephone: **(03) 9017 5881**

Email: **info.oakleigh@xynergy.com.au**

ABN: **37 615 705 621**

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

**4. Renter details**

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

Full Name of Renter 1	<b>Elizabeth Preston</b>
Current Address	<b>2402/8 Downie St, Melbourne, VIC 3000</b>
Email of Renter 1	<b>lizpreston8@gmail.com</b>
Phone number of Renter 1	<b>0478686006</b>

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



**Headquarters**

791 Bourke Street  
Docklands, VIC 3008  
P 1300 884 168

**South Yarra Office**

25 Malcolm Street  
South Yarra, VIC 3141  
P 1300 884 168

**Oakleigh Office**

19 Station Street  
Oakleigh, VIC 3166  
P 03 9017 5881

**Altona Office**

114-116 Queen Street  
Altona, VIC 3018  
P 03 9398 8400

**Melbourne Office**

Suite 411/434 St Kilda Road  
Melbourne, VIC 3004  
P 03 9676 9411

**RESIDENTIAL TENANCIES ACT 1997**  
**RESIDENTIAL TENANCIES REGULATIONS 2021**  
**REGULATION 10(1)**  
**RESIDENTIAL RENTAL AGREEMENT**

**5. Length of the agreement**

Fixed Period Agreement ☒ - The period of the Agreement (The period 12 months Agreement)

Start date: **27/06/2023** (this is the date the agreement starts and you may move in)

End date: **26/06/2024**

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

**6. Rent**

Rent amount (\$) **\$1,521.00** (payable in advance)

To be paid per ☐ week ☐ fortnight ☒ calendar month

Day rent is to be paid on the **26<sup>th</sup>** of each month.

Date first rent payment due **26/06/2023**

**7. Bond**

- The renter has been asked to pay the bond specified below.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA at 1300 13 71 64.

Bond Amount: **\$1,521.00**

Date bond payment due: **26/06/2023**

**Part B – Standard terms**

**8. Rental provider's preferred method of rent payment**

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

(Rental provider to tick available methods of rent payment)

☐ Direct debit ☐ Bank deposit ☐ Cash ☐ Cheque or money order  
☒ BPAY ☐ other electronic form of payment, including Centrepay

**9. Service of notices and other documents by electronic methods**

- Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The renter and rental provider must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The renter and the rental provider must immediately notify the other party in writing if their contact details change.

**RESIDENTIAL TENANCIES ACT 1997**  
**RESIDENTIAL TENANCIES REGULATIONS 2021**  
**REGULATION 10(1)**  
**RESIDENTIAL RENTAL AGREEMENT**

**9.1. Does the rental provider agree to the service of notices and other documents by electronic methods, such as email?**

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

- ☒ Yes – insert email address, mobile phone number or other electronic contact details
- ☐ No

rental.oakleigh@xynergy.com.au

**9.2. Does the renter agree to the service of notices and other documents by electronic methods, such as email?**

(Renter to tick as appropriate)

- Renter 1 ☒ Yes – insert email address, mobile phone number or other electronic contact details
- ☐ No

lizpreston8@gmail.com

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

**10. Urgent Repairs**

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs, see **Part D** below.

Details of person the renter should contact for an urgent repair (rental provider to insert details).

Emergency contact name	Sharon Angeline
Emergency phone number	03 9017 5881
Emergency email address	rental.oakleigh@xynergy.com.au

**Note:** Full Emergency Contact List listed on the Appendix.

**11. Professional Cleaning**

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy, unless:

- Professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- Professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

**RESIDENTIAL TENANCIES ACT 1997**  
**RESIDENTIAL TENANCIES REGULATIONS 2021**  
**REGULATION 10(1)**  
**RESIDENTIAL RENTAL AGREEMENT**

**12. Owners corporation (formerly body corporate)**

Do owners corporation rules apply to the premises (Rental provider to tick as appropriate)

- ☐ No ☒ Yes If yes, the rental provider must attach a copy of the rules to this agreement.

**13. Condition report**

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

(Rental provider to tick as appropriate)

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

**Part C – Safety-related activities**

**14. Electrical safety activities**

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

**15. Gas safety activities**

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

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

**16. Smoke alarm safety activities**

(a) The rental provider must ensure that:

- (i) any smoke alarm is correctly installed and in working condition; and
- (ii) any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
- (iii) the batteries in each smoke alarm are replaced as required.

(b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

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

(c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:

- (i) Information on how each smoke alarm in the rented premises operates; and
- (ii) Information on how to test each smoke alarm in the rented premises; and
- (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

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

**17. Swimming pool barrier safety activities**

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

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

**18. Relocatable swimming pool safety activities**

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

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

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool.

This safety-related activity only applies to swimming pools or spas that can hold water deeper than 300 mm.

**19. Bushfire prone area activities**

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

- (a) If the rented premises is in a designated bushfire-prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (b) The water tank must be full and clean at the commencement of the agreement.

**Part D – Safety-related activities**

This is a summary of selected rights and obligations of renters and rental providers under the **Residential Tenancies Act 1997** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [www.consumer.vic.gov.au/renting](http://www.consumer.vic.gov.au/renting).

**20. Use of the premises**

The renter:

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

**21. Condition of the premises**

The rental provider:

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

The renter:

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

**22. Modifications**

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

**23. Locks**

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

**24. Repairs**

- Only a suitably qualified person must do repairs – both urgent and non-urgent.

*Urgent repairs*

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit

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

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

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

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

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2,500.

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

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2,500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

*Non-urgent repairs*

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

**25. Assignment or sub-letting**

The renter:

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

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

The rental provider:

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

**26. Rent**

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

**27. Access and entry**

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

**28. Pets**

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

## **Part E – Additional Terms**

### **29. Further details (if any)**

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

## **Part E.1. Commencement Stage**

### **29.1. No Representations**

The RENTER acknowledges that no promise representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein. Without limiting clause 21, the RENTAL PROVIDER must ensure that the premises let comply with the rental minimum standards on Part C on this Agreement.

### **29.2. Consent of the Premises Let use**

The RENTER shall only use the premises let for residential purposes unless the prior written consent of the RENTAL PROVIDER has been obtained for any other use.

- (a) The RENTAL PROVIDER may impose reasonable terms and conditions on giving any consent.
- (b) Any other use may be subject to council or other approval and any cost associated with such approvals will be the responsibility of the RENTER.

### **29.3. Government Compliance Requirements**

The RENTER shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

### **29.4. Owners Corporation Compliance Rules**

The RENTER agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation as specified in Appendix (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises let and the common property provided.

- (a) The RENTER shall not be required to contribute costs of a capital nature, or which would, except for this provision, be payable by the RENTAL PROVIDER.
- (b) The RENTER must comply with the rules of the Owners Corporation or any amending or superseding rules, a copy of which are provided to the RENTER. (If applicable.)
- (c) The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

### **29.5. Availability of the Premises Let**

The AGENT will use its best endeavours so that the premises let is available on the commencement date.

### **29.6. Condition Report**

The RENTER acknowledges having received on or before entering into occupation of the premises let two copies of Entry or Incoming Condition Report signed by or on behalf of the RENTAL PROVIDER as well as a written statement setting out the rights and duties of the RENTAL PROVIDER and the RENTER under a tenancy agreement.

- (a) The RENTER acknowledges that Entry or Incoming Condition Report provided must be signed and returned to the AGENT within 5 business days after entering into occupation of the premises let.



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- (b) If the Entry or Ingoing Condition Report is not returned, the copy held by the AGENT will be accepted as conclusive evidence of the state of repair or general condition of the premises let at the commencement of this Agreement.

**29.7. Residential Disclosure Statement**

The RENTER acknowledges having received before entering into this Agreement an electronic or written disclosure statement as required by the Act.

**29.8. Occupancy of the Premises Let**

The RENTER acknowledges that the premises let are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

**29.9. Payment of Water Usage and Sewage Disposal**

The RENTER shall pay charges in respect of the consumption of water and the sewage disposal charge of the rented premise, which is separately metered.

**29.10. Payment of Services**

The RENTER shall pay all charges in respect of the connection or re-connection and consumption of electricity, gas, internet broadband, and telephone of the premise let, which is separately metered for these services.

- (a) No claim shall be made against the RENTAL PROVIDER or the AGENT should the power not be connected at the commencement of the Agreement.
- (b) The RENTAL PROVIDER might be responsible for the first initial internet broadband connection fee on the brand-new premises let.

**29.11. Furnishings**

If the premises let is let fully furnished or semi-furnished the RENTER acknowledges that any furniture, fittings and chattels included in the premises let is listed in Entry Condition Report and the RENTER further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

**29.12. Care for Furnishings**

The RENTER agrees to care for and maintain any items of furniture, fittings and chattels leased with the premises let during the tenancy and deliver them to the RENTAL PROVIDER at the end of the tenancy in the same condition as at the commencement date (fair wear and tear expected). The RENTER must follow any care or manufacturer's instruction manuals provided to the properly care for any such furniture fittings and chattels leased with the premises let.

**29.13. Withdrawal**

Should the RENTER find it necessary to withdraw the Agreement prior to commencement date as specified in clause 5, she/he will:

- (a) immediately inform the Agent in writing of their intention within 48 hours (*two business days*) from the date of this Agreement;
- (b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
- (c) if the intention is lodged more than 48 hours (*two business days*) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.

**Part E.2. Tenancy Stage**

**29.14. Quiet Enjoyment**

The RENTAL PROVIDER will take all reasonable steps so that the RENTER has quiet enjoyment of the premises let during the tenancy.

**29.15. Cleanliness**

The RENTER agrees to keep the premises let in a reasonably clean condition during the period of tenancy.

**29.16. Noise Control**

The RENTER shall adhere to the Environmental Protection Authority (EPA) – Noise Control Guidelines which states; noise from any fixed domestic plant must not be audible within a habitable room of any other residence (regardless of whether any door or window giving access to the room is open) during prohibited hours prescribed by the Environment Protection (Residential Noise) Regulations 2008. The following prohibited hours apply to air conditioners, swimming pool and spa pumps, ducted heating system and the like on Monday to Friday from 10.00 p.m. to 7.00 a.m. and on weekends and public holidays from 10.00 p.m. to 9.00 a.m. For further information please visit [www.epa.vic.gov.au/noise](http://www.epa.vic.gov.au/noise).

**29.17. Commercial Use**

The RENTER must not grant a license or part with occupation of the premises let, or a part of the premises let to provide accommodation (*short stay or long stay*) for a fee or other benefit, without, in each instance, obtaining the RENTAL PROVIDER prior written consent which, if given, may be subject to reasonable conditions. Any request for consent must be made in writing to the AGENT.

**29.18. Bond Use**

The RENTER acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated on the Act.

**29.19. Report Defects**

The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the Occupiers Liability Act 1983.

**29.20. Report Damage or Injury**

The RENTER shall notify the AGENT immediately in writing on becoming aware of any damage to or defects in the premises let or breakdown of facilities, whether or not it might injure a person or cause damage to the premises let.

**29.21. Shared Services**

The RENTER shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

**29.22. Rubbish**

The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

**29.23. Hanging Clothes**

The RENTER shall not hang any clothes outside the premises let other than where provision for the hanging of clothes has been provided. The RENTER must use any clothes drying facilities in the manner required by the RENTAL PROVIDER or any Owners Corporation Rules.

**29.24. Balcony**

The RENTER agrees balcony will not be used for hanging clothes, washing or storage other than the balcony furniture.

**29.25. Indoor Plants**

The RENTER agrees that all indoor pot plants should be placed in suitable non-porous containers and raised at least 20 centimetres above the floor.

**29.26. Maintain Garden**

The RENTER agrees to maintain any garden at or adjacent to the premises let including the moving and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the RENTER in a neat and tidy condition, free of weeds and so far, as is reasonably possible, free of garden pests and properly watered. *(If applicable to the premises let.)*

**29.27. Maintain Water Feature**

The RENTER must comply with any government watering restrictions in place, from time to time when watering any garden. It is responsibility of the RENTER to maintain any water feature/fountain or pond at the premises let. The RENTER must maintain the water quality and keep the water feature/fountain or pond clean during the tenancy and taking into account fair wear and tear.

**29.28. Maintain Water System**

The RENTER agrees to maintain the system and or tank in the state of repair and condition it was in the start of the Agreement (fair wear and tear expected). The RENTER is not required to repair damage to the watering system caused by the RENTAL PROVIDER or the AGENT or their contractors.

**29.29. Pools and Water Features**

The RENTER must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the premises let without the express written permission of the RENTAL PROVIDER. The RENTER agrees that should any such permission be granted it will be conditional on the RENTER obtaining and providing evidence to the RENTAL PROVIDER, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

**29.30. Notify Blockages**

The RENTER must as soon as practicable notify the RENTAL PROVIDER or the AGENT of any blockage or defect in any drain, water service, or sanitary system.

- (a) No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy, or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems.
- (b) The RENTER must pay the RENTAL PROVIDER all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the RENTER or a person that the RENTER has allowed or permitted to be at the premises let. This obligation shall not extend to any defect or blockage caused by the RENTAL PROVIDER or the AGENT or their respective contractors.

**29.31. Maintain Filters**

The RENTER agrees to maintain the cleanliness of the filters for the air conditioning units and the kitchen range hoods by checking and cleaning the filters at least every three months. Please refer to the instruction manual to clean the filters. The RENTER may have to cover the cost of service on any future problems with the units if this caused by the cleaning was not undertaken.

**29.32. Protection Against Damage**

The RENTER must take reasonable measures so that anyone that the RENTER has allowed or permitted to be at the premises let does not cause damage to the premises let. This obligation shall not extend to the RENTAL PROVIDER or the AGENT or their respective contractors.

**29.33. Floor Protection**

If the premises let include polished floorboards or floating floor, it shall be the responsibility of the RENTER to fit floor protectors to all items of the furniture to protect the floorboards from scratching.

**29.34. Smoke Free Zone**

The RENTER acknowledges and agrees that the premises let is a smoke-free zone.

- (a) The RENTER and any invitees will NOT SMOKE inside the premises let during the term of the tenancy.
- (b) The RENTER is responsible and must take any necessary action to eliminate the odour from the carpets, walls, and blinds if it is found that the RENTER and or any invitees are smoking inside the premises let.

**29.35. Heaters Products**

The RENTER shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises let.

**29.36. Fireplace Use**

The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

**29.37. Smoke Alarm Detectors**

The RENTER must:

- (a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and
- (b) immediately notify the RENTAL PROVIDER or the AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER or the AGENT in writing on the same day.

**29.38. Vehicle Parking**

The RENTER shall not park or allow any vehicle to be parked on the premises let or in any garage facilities made available for use by the RENTER as part of the Agreement. No visitor cars are permitted to be parked at the premises let unless any dedicated visitor parking is provided by the RENTAL PROVIDER or any Owners Corporation.

**29.39. Parking Permit**

The RENTER acknowledges that if the premises let is advertised without any off-street parking being made available, it shall be the responsibility of the RENTER to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the premises let and or otherwise make independent arrangement for the parking of any vehicle.

**29.40. Registered Vehicle**

The RENTER agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises let are those nominated on the Residential Application Form and that the RENTER will make a written application to the AGENT in the event that any increase is required.

**29.41. Mechanical Work**

The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats, or motorcycles in or around the premises let including common property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the premises let or the land or common property on which it is situated to their original condition forthwith.

**29.42. Replace Light Features**

The RENTER shall, at the RENTER's expense, replace with a similar type of style and feature or attribute any lighting tube, globe, and down-light (including any starter ballast or transformer) at the premises let which become defective during the term or any extension of the Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

**29.43. Registered Pets**

The RENTER must not keep any animal, bird, or other pet at the premises let without first obtaining the written permission of the RENTAL PROVIDER provision to clause 28. In giving permission, the RENTAL PROVIDER or the AGENT may impose reasonable conditions.

- (a) It is not unreasonable for the RENTAL PROVIDER or the AGENT to withhold permission if the Owners Corporation Rules prohibit pets being on the common property or kept on the premises let.
- (b) If the RENTER of the premises let is blind, permission will not be required for the RENTER to have a trained guide dog at the premises let (unless permission must be obtained from the Owners Corporation).

**29.44. Pets Responsibility**

The RENTER acknowledges that

- (a) the RENTER will be responsible for any damage caused by any pet kept at or visiting the premises let.
- (b) the RENTER ensures that the pets will not cause any nuisance to the other neighbouring premises let.

**29.45. Pet Request**

The RENTER must complete and provide a pet request form as prescribed by Consumer Affairs Victoria in order to seek a written permission of the RENTAL PROVIDER or the AGENT to keep a pet at the premises let.

**29.46. Pests Control**

The RENTER agrees to take all reasonable steps to ensure that the premises let are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, ants, and lice.

- (a) If, after investigation, it is discovered that the infestation is due to the negligence of the RENTER, all costs incurred, including fumigation, will be payable by the RENTER.
- (b) The extermination of all pests that may infest the premises let is considered an urgent repair and shall be dealt with in accordance with clause 24.

**29.47. Changing Locks**

In accordance with the Residential Tenancies Act 1997, if the RENTER changes the locks or security alarm code or other security device at the premises let,

- (a) The RENTER agrees to use the Owners Corporation's assigned locksmith if the RENTER wish to replace the barrels of the locks at their cost, for the premises let with an apartment setting and the locks are restricted and audited.
- (b) The RENTER agrees to provide a duplicate key to the RENTAL PROVIDER or the AGENT immediately.
- (c) The RENTER must give the RENTAL PROVIDER or the AGENT the new security alarm code or other access device as soon as practicable.

**29.48. Lost Keys**

The RENTER is responsible for the replacement of lost keys, remote controls, and the provision of any additional key, and any locksmith charges where keys are lost or mislaid and comply with clause 23. The AGENT does not guarantee that it holds a spare set of keys to the premises let at its offices.

**29.49. Extra Keys**

The RENTER acknowledges that should the RENTER wish to order any extra key, remote control or other access device for the premises let, it will be at the expense of the RENTER including the administration fee (non-reimbursable). The RENTER agrees that copies of all keys, remote controls, and access devices must be returned to the AGENT at the end of the tenancy without reimbursement.

**29.50. Breakage Incident**

The RENTER agrees to be responsible for all breakages at the premises let whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

**29.51. Premises Let Alterations**

The RENTER shall not paint or affix any sign or any antenna or cabling onto the premises let without the prior written consent of the RENTAL PROVIDER.

- (a) The consent of the RENTAL PROVIDER will not be unreasonably withheld.
- (b) The consent of the RENTAL PROVIDER may be made subject to any reasonable condition including (but not limited to) removal of the object affixed when the tenancy is terminated.
- (c) The RENTAL PROVIDER may require the RENTER to remove such items affixed and make good any damage caused by such removal.
- (d) The RENTER's right and obligations in relation to modification are set out in clause 22 of the Agreement.

**29.52. Premises Let Maintenance**

The RENTER acknowledges that the premises let may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur,

- (a) the RENTAL PROVIDER will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and or tradespeople appointed by any insurer;
- (b) the RENTER agrees to allow the RENTAL PROVIDER or any tradespeople reasonable access to carry out any such repairs; and
- (c) the RENTAL PROVIDER must ensure that the premises let is provided and maintained in good repair.

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**29.53. Urgent Repairs**

The RENTER acknowledges that the AGENT is authorized to attend urgent repairs to a maximum of \$2,500 including GST and the RENTER agrees to use all reasonable efforts to contact the AGENT during the business hours or after business hours on the contact details as provided on clause 10 or the approved Emergency Contact before any urgent repairs are completed.

*Please refer to the booklet "Renting a Home – A guide for Renter" as provided for classification of urgent repairs.*

**29.54. Writing Maintenance Request**

The RENTER acknowledges that ALL requests for maintenance to the premises let, with the exception of repairs defined by the Residential Tenancies Act 1997 as 'urgent repairs' are required in writing to the AGENT address outlined in clause 3.

**29.55. Cost of Repairs of the Premises Let**

The RENTER shall be liable for the cost of repairing the damage they caused, and RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by RENTER to the premises let.

**Part E.3. Expiration Stage**

**29.56. Notice of Expiration**

The RENTAL PROVIDER may issue a notice to vacate in accord with the Act during the term of this Agreement and the RENTER must vacate the premises let at the expiration of the notice period given in the notice to vacate.

**29.57. Notice of Possession**

The RENTER acknowledges that the RENTAL PROVIDER may require possession of the premises let at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

**29.58. No Promise of Renewal**

The RENTER acknowledges that no promise, representation or warranty has been given by the RENTAL PROVIDER or the AGENT in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 on this Agreement, the RENTER acknowledges that if this Agreement is specified in clause 5 of this Agreement as being for a fixed period, then it shall commence on the start date and expire on the end date.

**29.59. Notice of Intention to Vacate**

If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER must give the RENTAL PROVIDER or the AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.

**29.60. Periodic Tenancy**

If the RENTER remains in occupation of the premises let after the expiration of this Agreement and does not enter into a new fixed-term Agreement; the tenancy reverts to a periodic tenancy, the RENTER must give written notice of the RENTER'S intention to vacate the premises let specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives written notice.

**29.61. Break Lease**

Should the RENTER find it necessary to vacate the premises let prior to the expiry date of the lease, the RENTER will:

- (a) immediately inform the AGENT in writing of their desire and ask them to find acceptable person/persons willing to lease the premises let;
- (b) responsible for reimbursing the RENTAL PROVIDER or the AGENT the following cost:
  - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
  - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and
  - the advertising costs of \$350 plus GST or as on the advertising fees schedule whichever higher as incurred in obtaining a new RENTER, and
  - the National Tenancy Database check fee of \$15 plus GST on each new applicant, and
  - if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement subject to legal requirements.
- (c) continue maintaining the said premises let, and pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
- (d) vacate the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

**29.62. Public Notice and Access**

The RENTER shall allow the RENTAL PROVIDER or the AGENT:

- (a) to put on the premises let a notice 'to let' during the last month of the term of this Agreement.
- (b) to put on the premises let a notice 'for sale' or 'auction' at any time during the term of this Agreement.
- (c) to gain access to the premises let by the RENTAL PROVIDER or the AGENT to present the premises let to prospective purchasers or renters upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the AGENT as provision to clause 27.

**29.63. Removal of Personal Belonging**

The RENTER shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car, or boat spare parts or any other equipment at the termination of the tenancy and shall reinstate the premises let or the land on which it is situated on the condition which existed at the commencement of the tenancy provision to clause 13 subject only to fair wear and tear.

**29.64. Modifications Restoration**

The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications.



**29.65. Window Cleaning**

If required in order to return the premises let to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the premises let, the RENTER agrees to have all windows at the premises let cleaned (both internally and externally) in a professional manner at the RENTER's own cost immediately prior to vacating the premises let and taking into account fair wear and tear.

**29.66. Carpet Cleaning**

If required in order to return the premises let to the state evidenced in the condition report (*where carpets are steamed cleaned prior to commencement*), the RENTER will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the premises let to be steam cleaned or dry cleaned by a professional carpet cleaning contractor at the RENTER's own cost and provide the AGENT with an invoice or receipt for such work. The RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

**29.67. Cost of Rectification**

The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.

**29.68. Cost of Replacements**

At the end of the tenancy, the RENTER must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the premises let which have been damaged, destroyed or rendered inoperable or useful during the term of the tenancy and taking into account fair wear and tear.

**29.69. Cost of Pet Damage**

At the end of the tenancy, if any damage, discolouration odour or other deterioration has been caused at the premises let by any pet kept at or visiting the premises let, the RENTER shall be liable to the RENTAL PROVIDER for the cost of having the premises let professionally cleaned, fumigated, flea bombed, and or deodorised in accord with the provisions of this Agreement.

**29.70. Cost of Cleaning**

At the end of the tenancy, if the premises let is not in a clean and re-lettable condition upon vacating, the RENTER agrees to be responsible for the cleaning cost.

**29.71. Return Keys**

The RENTER acknowledges that it is the RENTER'S responsibility upon the termination of the Agreement to deliver all keys and any remote controls of the premises let held by the RENTER to the AGENT'S office in person during business hours, and that rent on the premises let is payable until all keys and any remote controls are delivered.

**Part E.4. General Provision**

**29.72. Residential Tenancy Database**

The AGENT will within 14 days of receipt of a written request to provide a copy of any listing located on a residential tenancy database used by the AGENT subject to the Act Section 439 (I).

**29.73. Occupant of the Premises Let**

The RENTER agrees that the person or persons who sign the Rental Agreement together with their dependent children are to be the ONLY occupants of the premises let.

**29.74. Contents Insurance**

The RENTER is not required to take out any insurance. The RENTER acknowledges that his/her personal belongings are not covered by the RENTAL PROVIDER insurance, hence the RENTER will not make claims for loss or damage of the personal belongings against the RENTAL PROVIDER. It is recommended that the RENTER should take out content insurance to adequately cover their possessions.

**29.75. No Invalidating Insurance**

The RENTER shall not do or allow anything to be done which would invalidate any insurance policy on the premises let or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the premises let. For the avoidance of doubt the RENTAL PROVIDER is responsible for payment of insurance, and nothing in this clause requires the RENTER to take out or pay for any insurance.

**29.76. Loss or Damage**

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any loss or damage caused by the failure of the RENTER to avoid damage to the premises let by the RENTER or anyone at the premises let with the consent of the RENTER.

**29.77. Injury and Damage**

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any liability in respect of injury or damage to the RENTER or to any third party or property arising from any conduct, act or omission by the RENTER or any servant, agent and or invitee of the RENTER including (but not limited to) any guest visiting the premises let on any occasions.

**29.78. Rent Payment**

The RENTER agrees:

- (a) payments are to be made monthly or as stated in clause 6 in advance on or before the due date by BPAY system or any approved payment system by the AGENT in clause 8 or as notified in writing by the AGENT from time to time.
- (b) rent will be paid without demand by or on behalf of the RENTAL PROVIDER and on time as stated in clause 6.
- (c) rent will be paid up to 3 days prior to the rent due date, as monies might take three business days to clear into the trust account.
- (d) EXACT rent payments in full are to be tendered with the correct RENTER'S Reference as provided.
- (e) to pay all bank charges if the rent payment is made by any other method apart from the payment method available in clause 8.

**29.79. Rent Increase**

The RENTAL PROVIDER must not increase the rent more than once in every 12 months.

- (a) The RENTAL PROVIDER may in accord with the provisions of the Act Section 44, increase the rent by giving the RENTER at least 60 days' notice of the rent increase, unless this Agreement is specified in clause 5 to be for a fixed term.
- (b) If the RENTER disagrees with the rent increase sought by the RENTAL PROVIDER, the RENTER may apply to the Director of Consumer Affairs Victoria (CAV) for an investigation, provided the application to the Director of CAV is made within 30 days after the notice of rent increase is given by or on behalf of the RENTAL PROVIDER.

**29.80. Cost of Repairs of the Furniture, Fittings, and Chattels**

The RENTER acknowledges that the RENTER may be liable for any repairs or maintenance costs to any furniture, fittings, and chattels leased with the premises let if the RENTER has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture, fittings, or chattels leased with the premises let.

**29.81. Electronic Notices**

The RENTER acknowledges that the RENTER is entering into a binding Agreement if this Agreement is signed utilizing an electronic signature.

- (a) The RENTER consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000, unless indicated to the contrary in clause 9.
- (b) The RENTAL PROVIDER consents to the Electronic Transactions (Victoria) Act 2000 at the email address of the AGENT.
- (c) If the RENTER has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000, the RENTAL PROVIDER shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

**29.82. Change of Electronic Address**

The RENTAL PROVIDER and the RENTER must give immediate written notice to the other party and the AGENT if the email address for the electronic service of notices or other documents is changed, or any other contact details are changed.

**29.83. Withdrawal of Consent**

The RENTER may withdraw consent to the electronic service of notices or other documents by giving written notice to the RENTAL PROVIDER or the AGENT but such notice shall only become effective on receipt by the RENTAL PROVIDER or the AGENT.

**29.84. Notice of Entry**

The RENTAL PROVIDER or the AGENT has the right to enter the premises let subject to compliance with the Act and clause 27:

- (a) to carry out duties specified in this Agreement, or the Act or any other legislation or law;
- (b) to value the premises let or any property of which the premises let form part, provided that at least seven days' notice has been given to the RENTER;
- (c) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the premises let, provided that at least 48 hours' written notice has been given to the RENTER;

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- (d) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective new RENTERS through the premises let provided that at least 48 hours' written notice has been given to the RENTER (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- (e) to verify a reasonable belief that the RENTER or any occupier may not have met any duties as a RENTER of the premises let, provided that at least 24 hours' written notice has been given to the RENTER;
- (f) to make one general inspection provided that entry for that purpose has not been made within the last six months, and provide further that at least seven days' written notice has been given to the RENTER.

**29.85. Change of Renter**

The RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must as soon as practicable notify the RENTAL PROVIDER or AGENT in writing and comply with clause 25.

**29.86. Obligation of Renter of Transfer**

The RENTER'S obligation to pay or reimburse the RENTAL PROVIDER or the AGENT for any expenses or charge incurred in preparing a written transfer of this Agreement is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER default or due to the event in clause [29.88](#).

**29.87. Process of Transfer**

The RENTER agrees to inform the AGENT in writing prior to any RENTER transfers and or would like to either add or remove additional RENTER to the Agreement,

- (a) The RENTER understands and agrees that each ingoing RENTER must complete a Residential Rental Application Form with full supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place.
- (b) The *ingoing* and or *outgoing* RENTER agrees to pay in advance a transfer processing fee of \$275 (including GST) or 0.55 weeks rent (including GST), whichever greater per transfer or change event, and
- (c) The *ingoing* and or *outgoing* RENTER agrees to pay in advance the National Tenancy Database check fee of \$15 plus GST on each new applicant.
- (d) The RENTER further agrees to ensure all documentation formalising the RENTER transfer and the transfer processing fee payment receipt are submitted to the AGENT prior to finalisation of the transfer of tenancy.

*The transfer will take in place until the new Agreement is binding and unconditional.*

**29.88. Assignment and Sub-Letting**

The RENTER assigns the tenancy or sub-let in contrary to clause 25, or the RENTER abandon the premises let, the RENTER agrees:

- (a) to reimburse the RENTAL PROVIDER'S expenses including:
  - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
  - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and

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- the advertising costs of \$350 plus GST or as on the advertising fees schedule whichever higher as incurred in obtaining a new RENTER, and
  - the National Tenancy Database check fee of \$15 plus GST on each new applicant, and
  - if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement subject to legal requirements.
- (b) To be responsible to pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement whichever first occurs; and
- (c) Leave the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

**29.89. Administration Fee of Extra Keys**

The RENTER agrees to pay the administration fee (*non-reimbursable*) as in clause [29.90](#) for the extra keys and to return all keys as given at the end of the tenancy.

**29.90. Standard Administration Fee**

The RENTER agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of \$33 (included GST) per processing service that excluded of the RENTER'S transfer processing fee in clause [29.87](#).

**29.91. Failure to Comply**

The RENTER acknowledges that failure to comply with the Act may render the RENTER liable to a penalty as stated on the Act.

**29.92. Enforcement of the Agreement**

No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the Residential Tenancies Act 1997 shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.

**29.93. Severability**

If any provision of this Agreement is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be don't the entire provision is to be severed from this Agreement without affecting the validity or enforceability of the remaining provisions of this Agreement.

**29.94. Definitions and Interpretation**

All terms used in this Agreement shall have the meanings given to them in the Schedule or in the Addendum which shall form part of this Agreement.

- (a) The Act means Residential Tenancies Act 1997 including any subordinate regulations,
- (b) The Schedule means the schedule to this Agreement,
- (c) The Addendum means the additional terms to this Agreement,
- (d) The Agreement means this document incorporating the Schedule, and
- (e) All attachments on the Appendix or the digital link to this document.

**29.95. Amendment of the Agreement**

This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER. Where the premises let form part of a building, the RENTAL PROVIDER has the right to make and or alter the rules and regulations for the premises let and the RENTER will be bound by such rules and regulations of the Act.

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**30. Signatures**

This agreement is made under the **Residential Tenancies Act 1997**. Before signing you must read **Part D – Rights and Obligations** in this form.

RENTAL PROVIDER

*Signature of AGENT  
on behalf of the  
RENTAL PROVIDER*



**Sharon Angeline**  
Name

*27 June 2023*

Date

RENTER(S)

Signature of RENTER 1



**Elizabeth Preston**  
Name

*27 June 2023*

Date

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**Appendix**

1. [Privacy Collection Notice](#)
2. [Rental Disclosure Statement](#)
3. [Emergency Contact Details](#)
4. [Owners Corporation Rules and Move in Procedures](#) (as the case may be)

*Prepared on: 27 June 2023*

