

# Contract of Sale of Land

Property:

**Unit 237, 218 BAY Road, Sandringham VIC 3191**

**Link West Conveyancing**  
45/JUPITER DRIVE  
TRUGANINA VIC 3029  
Tel: 0490 118 948  
Ref: JL:062881

# 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 ...../...../2025

**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 ...../...../2025

**Print names(s) of person(s) signing:** SIDDHARTH KOTHARI and SWETA AJMERA

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

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

# Table of Contents

PARTICULARS OF SALE

SPECIAL CONDITIONS

## GENERAL CONDITIONS

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

GUARANTEE & INDEMNITY

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTIONS OF LAND

## 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: SIDDHARTH KOTHARI and SWETA AJMERA  
Address: \_\_\_\_\_  
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: 062881

### 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 11535 Folio 803	237	PS 706194Y

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

**Property address**

The address of the land is: Unit 237, 218 BAY Road, Sandringham VIC 3191

**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 ..... / ..... /20.....

OR

☒ a periodic tenancy determinable by notice

**Terms contract** (general condition 30)

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

**Loan** (general condition 20)

☐ 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 20.2 (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 requestion, 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	UNIT 237, 218 BAY ROAD, SANDRINGHAM VIC 3191	
------	----------------------------------------------	--

Vendor's name	SIDDHARTH KOTHARI	Date
Vendor's signature		/ /
	_____	
Vendor's name	SWETA AJMERA	Date
Vendor's signature		/ /
	_____	

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



## 1. FINANCIAL MATTERS

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

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

### 1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> 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)*

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# Due diligence checklist

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

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

## Urban living

### Moving to the inner city?

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

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

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

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

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

(04/10/2016)

## **Land boundaries**

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

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

## **Planning controls**

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

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

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

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

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

## **Safety**

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

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

## **Building permits**

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

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

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

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

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

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

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

Page 1 of 2

VOLUME 11535 FOLIO 803

Security no : 124125090405W  
Produced 05/06/2025 10:48 AM

### LAND DESCRIPTION

Lot 237 on Plan of Subdivision 706194Y.  
PARENT TITLE Volume 11255 Folio 241  
Created by instrument PS706194Y 24/11/2014

### REGISTERED PROPRIETOR

Estate Fee Simple  
TENANTS IN COMMON  
As to 1 of a total of 2 equal undivided shares  
Sole Proprietor  
SIDDHARTH KOTHARI of 107 WILLIAMS ROAD PRAHRAN VIC 3181  
As to 1 of a total of 2 equal undivided shares  
Sole Proprietor  
SWETA AJMERA of 107 WILLIAMS ROAD PRAHRAN VIC 3181  
AL564862C 16/12/2014

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AU842901S 23/09/2021  
NATIONAL AUSTRALIA BANK LTD

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

### DIAGRAM LOCATION

SEE PS706194Y 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 237 218 BAY ROAD SANDRINGHAM VIC 3191

### ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD  
Effective from 23/09/2021

### OWNERS CORPORATIONS

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

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Page 2 of 2

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS706194Y

DOCUMENT END



# Imaged Document Cover Sheet


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Document Identification	<b>PS706194Y</b>
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<b>PLAN OF SUBDIVISION</b>			LV USE ONLY <b>EDITION 1</b>	PLAN NUMBER <b>PS 706194Y</b>
<b>LOCATION OF LAND</b>  Parish: MOORABBIN Township: - Section: - Crown Allotment: - Crown Portion: 35 (PART) Title Reference: VOL 11255 FOL 241 Last Plan Reference: LOT 1 ON TP 947425W Postal Address: 218 BAY ROAD, (at time of subdivision) SANDRINGHAM 3191 MGA94 Co-ordinates: E 326 450 Zone: 55 (of approx. centre of land in plan) N 5 797 340			Council Name: CITY OF BAYSIDE	
<b>VESTING OF ROADS AND / OR RESERVES</b>			<b>NOTATIONS</b>	
IDENTIFIER	COUNCIL / BODY / PERSON		Lots 4 - 100, 139 - 200 and 242 - 300 have been omitted from this plan.  Boundaries shown by continuous thick lines are defined by buildings.  Location of boundaries defined by buildings.  Interior Face: ALL BOUNDARIES  Thick broken lines define projection of boundaries.  CP1: DENOTES COMMON PROPERTY No.1  All columns, beams & ducts are contained within Common Property No.1 and are not necessarily shown on this plan.  The Common Property No.1 is all the land in this plan except lots 1 - 3, 101 - 138, 201 - 241, 301 - 333 and includes the structure of all walls, floors and ceilings which define boundaries.	
NIL	NIL			
<b>NOTATIONS</b>				
THIS IS A SPEAR PLAN.  Depth Limitation: DOES NOT APPLY  Staging: This is not a staged subdivision. Planning Permit No.  <b>OWNERS CORPORATION NOTATION</b> LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.  Survey: This plan is based on survey. This survey has been connected to permanent marks no(s) In proclaimed Survey Area No. -				
<b>EASEMENT INFORMATION</b>				
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
A-1	CARRIAGEWAY	1m	C/E AK591283A	C/T VOL 11255 FOL 241
<b>Nilsson, Noel &amp; Holmes (Surveyors) Pty. Ltd.</b> A.C.N. 067 949 615 Surveyors, Engineers & Town Planners 8A Codrington Street, Cranbourne 3977 Phone (03) 5996 4133 Fax (03) 5996 6119 Email: mail@nnhsurveyors.net.au			LICENSED SURVEYOR: STANLEY G. JEFFREYS DIGITALLY SIGNED  REF: <b>0466</b>  DWG No. <b>0466S</b> VER <b>10</b> 03/10/2014	
			Sheet 1 of 14 sheets Original sheet size A3	
			PLAN REGISTERED: TIME: 3.26 Pm DATE: 24/11/14 M.H. Assistant Registrar of Titles	

# PLAN OF SUBDIVISION

PLAN NUMBER  
PS 706194Y



BLUFF ROAD

BAY ROAD

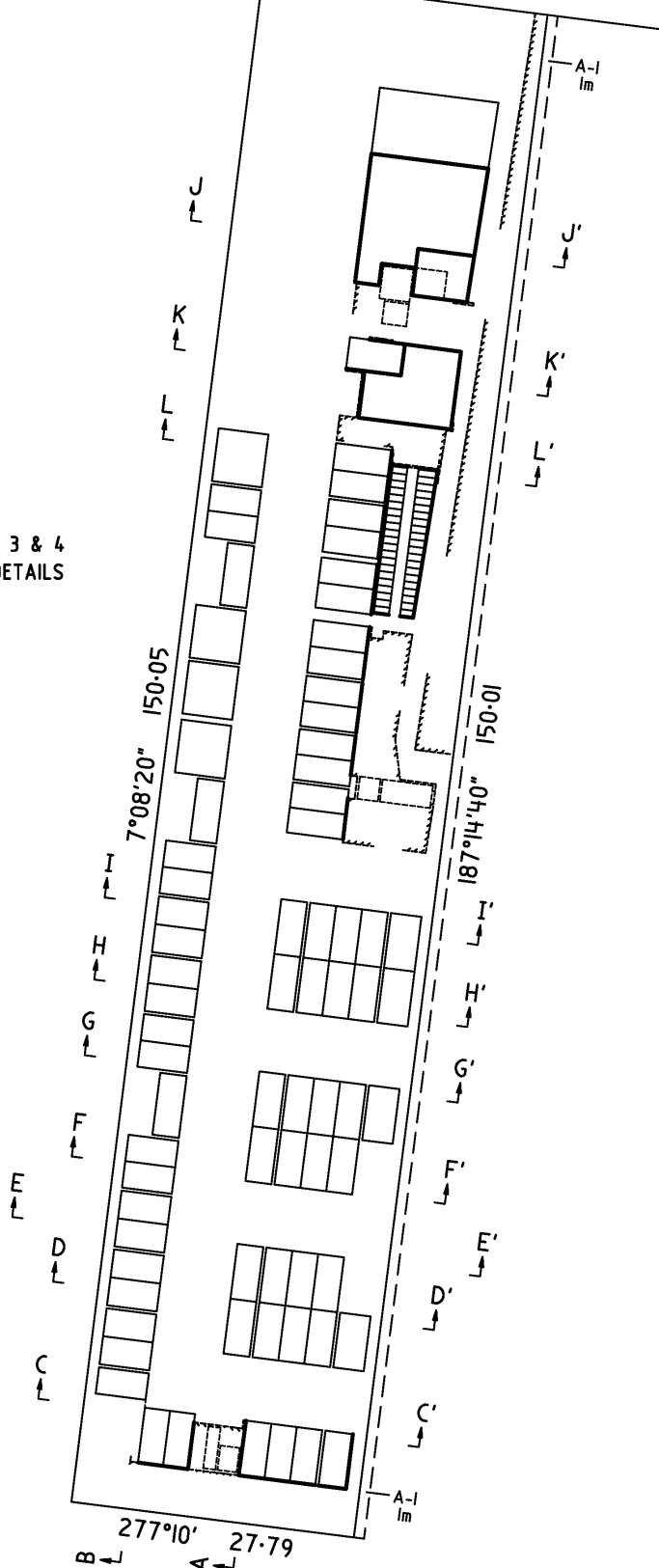
96°52'10" 170.08

164.59

97°14'40" 28.07

SEE SHEETS 3 & 4  
FOR MORE DETAILS

DIAGRAM 1  
GROUND STOREY & GROUND LEVEL



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Surveyors, Engineers & Town Planners

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Phone (03) 5996 4133 Fax (03) 5996 6119

Email: mail@nnhsurveyors.net.au



LICENSED SURVEYOR: STANLEY G. JEFFREYS  
DIGITALLY SIGNED

ORIGINAL  
SCALE

1:500

5 0 5 10 15 20

LENGTHS ARE IN METRES

DWG No. 0466S VER 10 03/10/2014

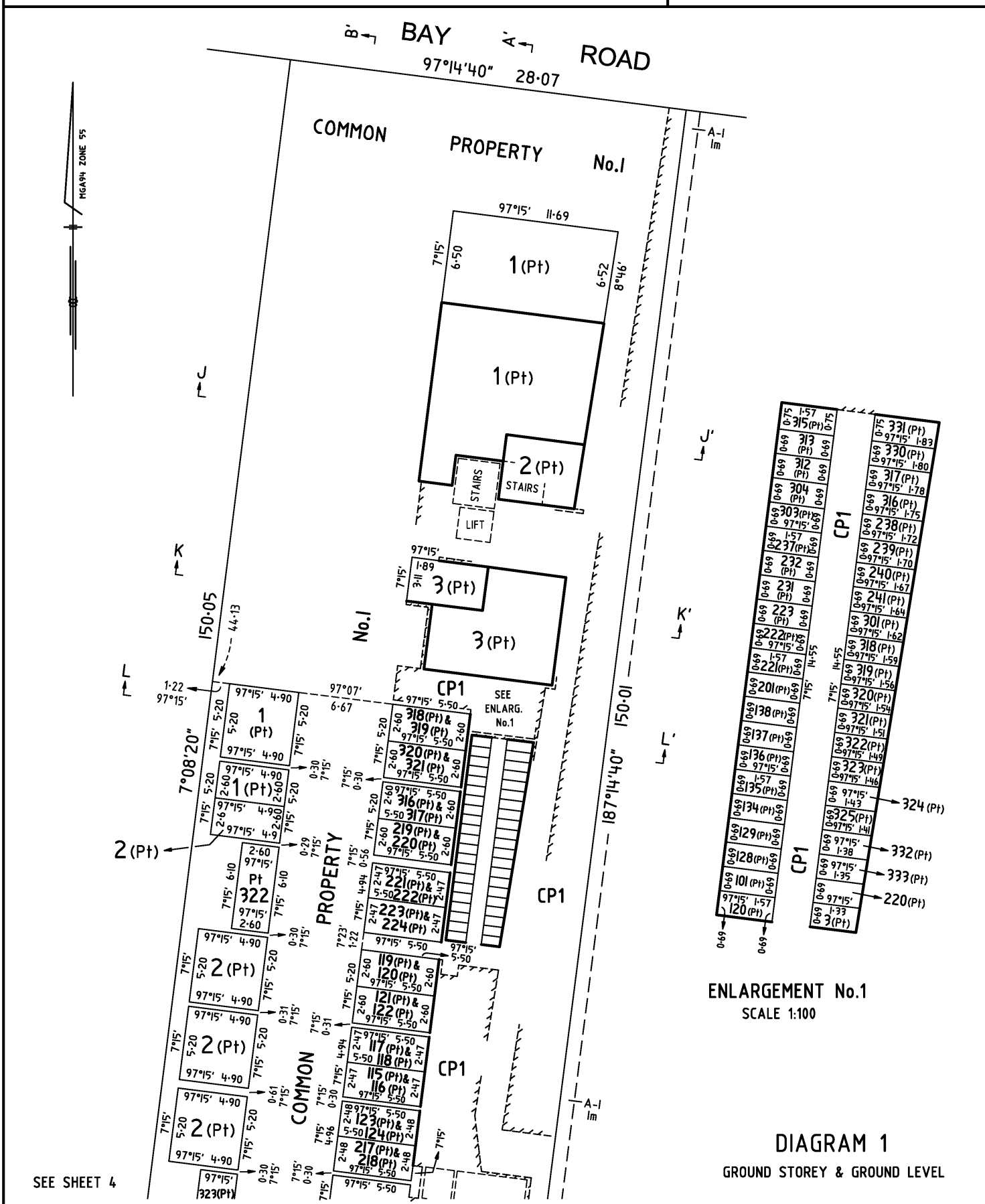
SHEET 2

Original sheet size A3

CITY OF BAYSIDE

# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS 706194Y**



**ENLARGEMENT No.1**  
SCALE 1:100

## DIAGRAM 1

GROUND STOREY & GROUND LEVEL

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

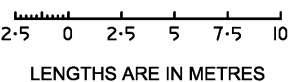
A.C.N. 067 949 615

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ORIGINAL  
SCALE  
1:250



DWG No. 0466S VER 10 03/10/2014

SHEET 3

Original sheet size A3

CITY OF BAYSIDE

# PLAN OF SUBDIVISION

PLAN NUMBER

PS 706194Y

SEE SHEET 3

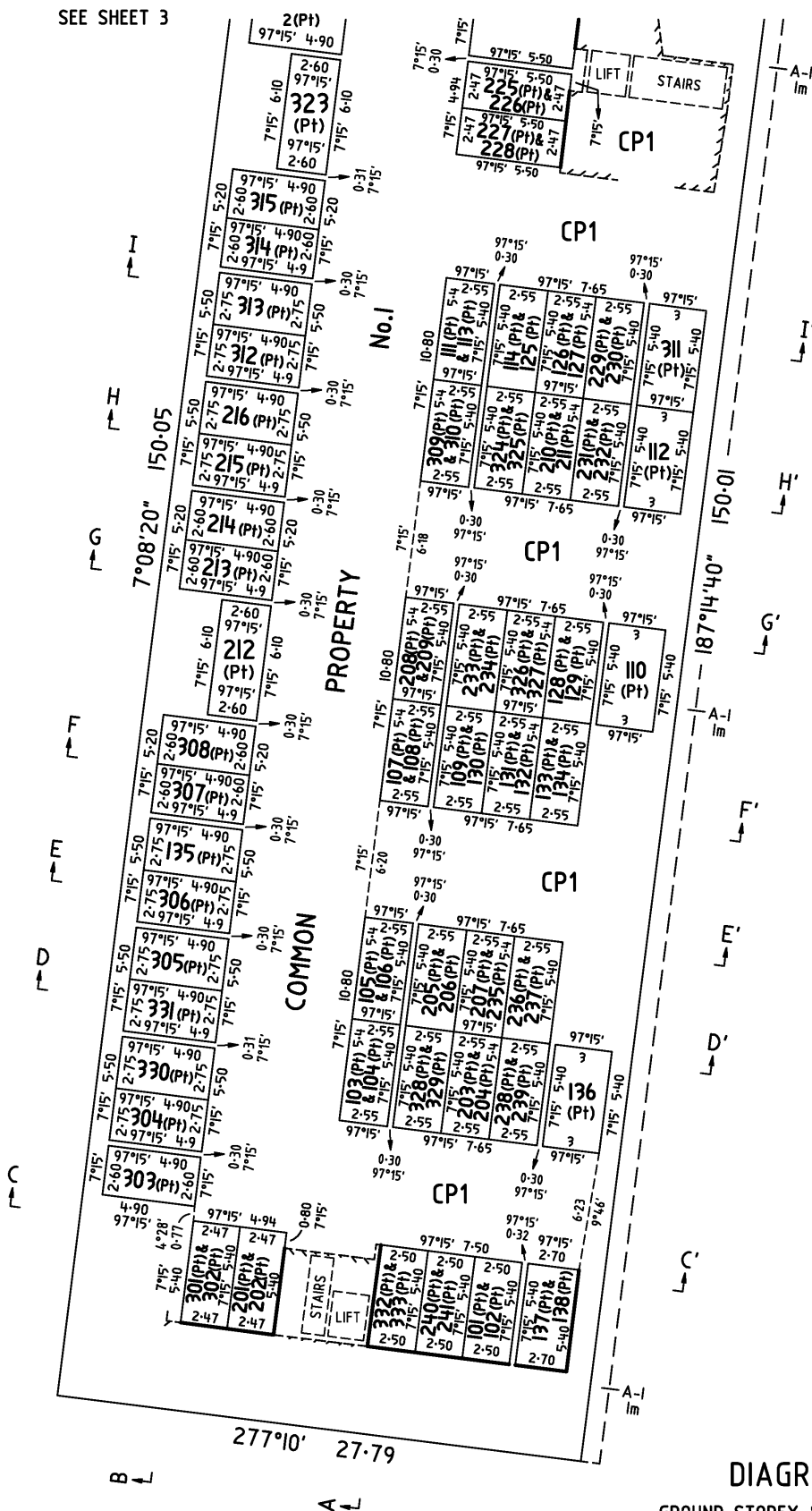


DIAGRAM 1

GROUND STOREY & GROUND LEVEL

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

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners

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Email: mail@nnhsurveyors.net.au



LICENSED SURVEYOR: STANLEY G. JEFFREYS  
DIGITALLY SIGNED

ORIGINAL  
SCALE

1:250

2.5 0 2.5 5 7.5 10

LENGTHS ARE IN METRES

DWG No. 0466S VER 10 03/10/2014

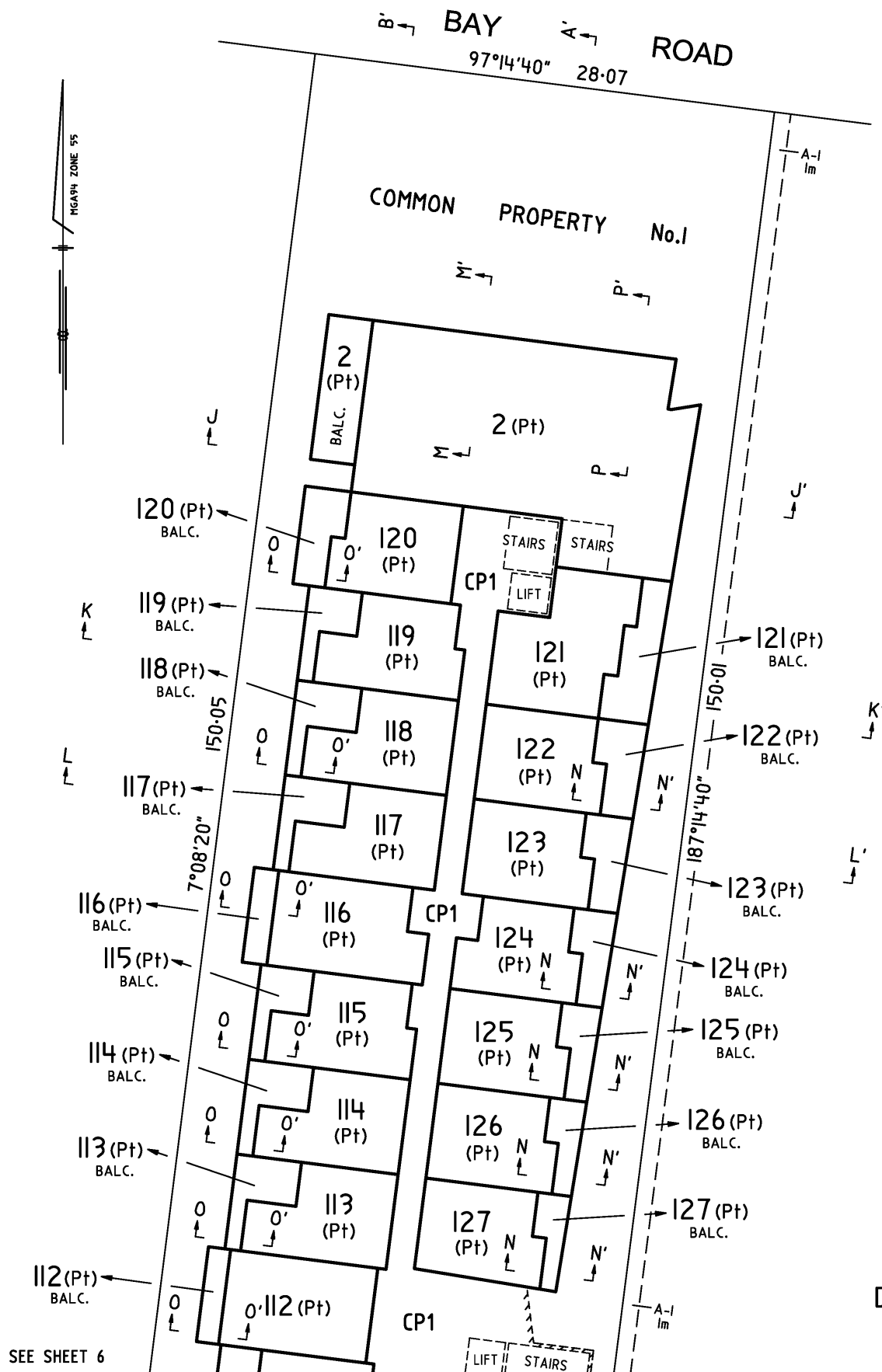
SHEET 4

Original sheet size A3

CITY OF BAYSIDE

# PLAN OF SUBDIVISION

PLAN NUMBER  
PS 706194Y



**DIAGRAM 2**  
FIRST STOREY

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Phone (03) 5996 4133 Fax (03) 5996 6119

Email: mail@nnhsurveyors.net.au



LICENSED SURVEYOR: STANLEY G. JEFFREYS  
DIGITALLY SIGNED

ORIGINAL  
SCALE

1:250

2.5 0 2.5 5 7.5 10

LENGTHS ARE IN METRES

DWG No. 0466S VER 10 03/10/2014

SHEET 5

Original sheet size A3

CITY OF BAYSIDE

# PLAN OF SUBDIVISION

PLAN NUMBER  
PS 706194Y

SEE SHEET 5

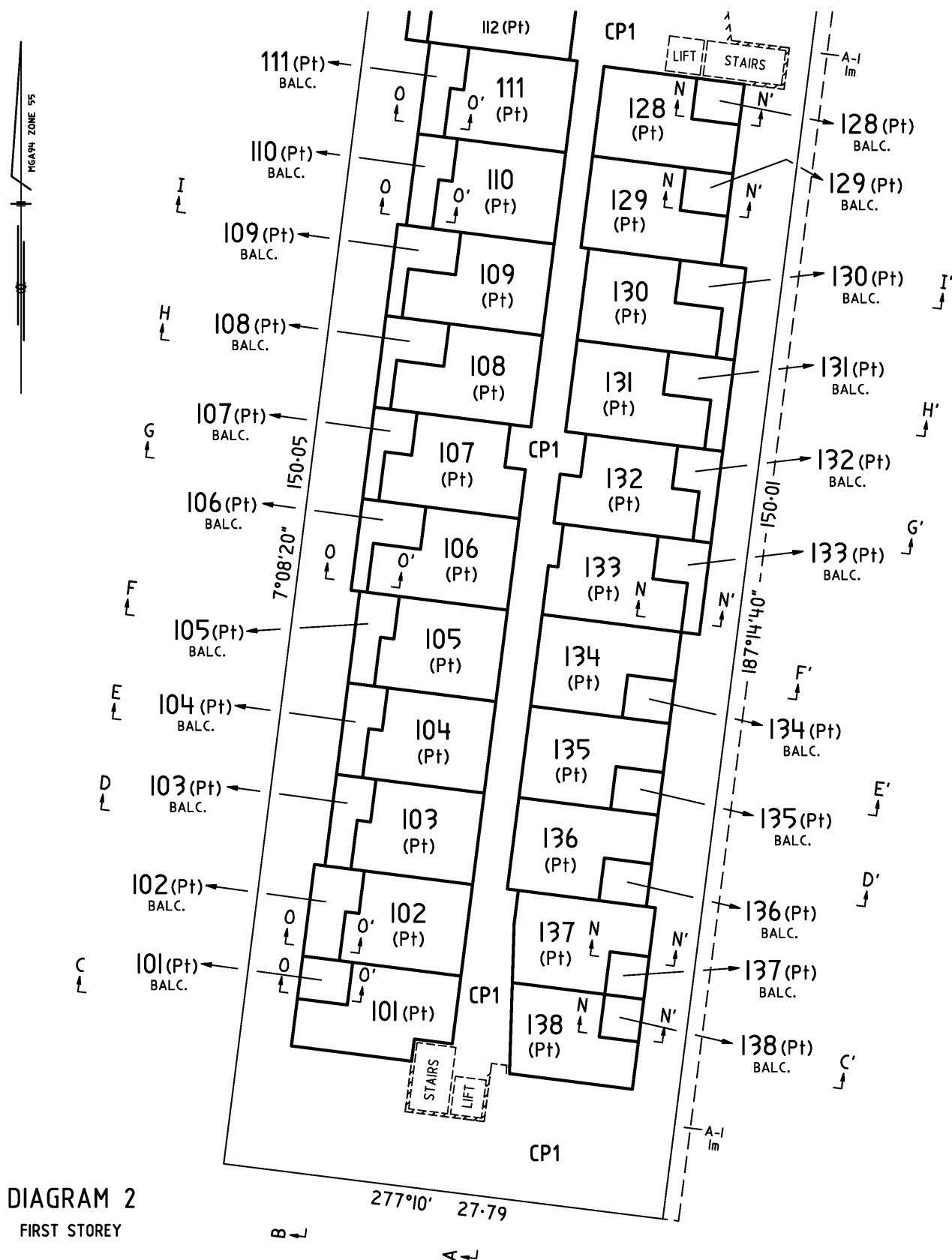


DIAGRAM 2  
FIRST STOREY

**Nilsson, Noel & Holmes (Surveyors) Pty. Ltd.**  
A.C.N. 067 949 615  
Surveyors, Engineers & Town Planners  
8A Codrington Street, Cranbourne 3977  
Phone (03) 5996 4133 Fax (03) 5996 6119  
Email: mail@nnhsurveyors.net.au



LICENSED SURVEYOR: STANLEY G. JEFFREYS  
DIGITALLY SIGNED

ORIGINAL  
SCALE  
1:250

2.5 0 2.5 5 7.5 10  
LENGTHS ARE IN METRES

DWG No. 0466S VER 10 03/10/2014

SHEET 6

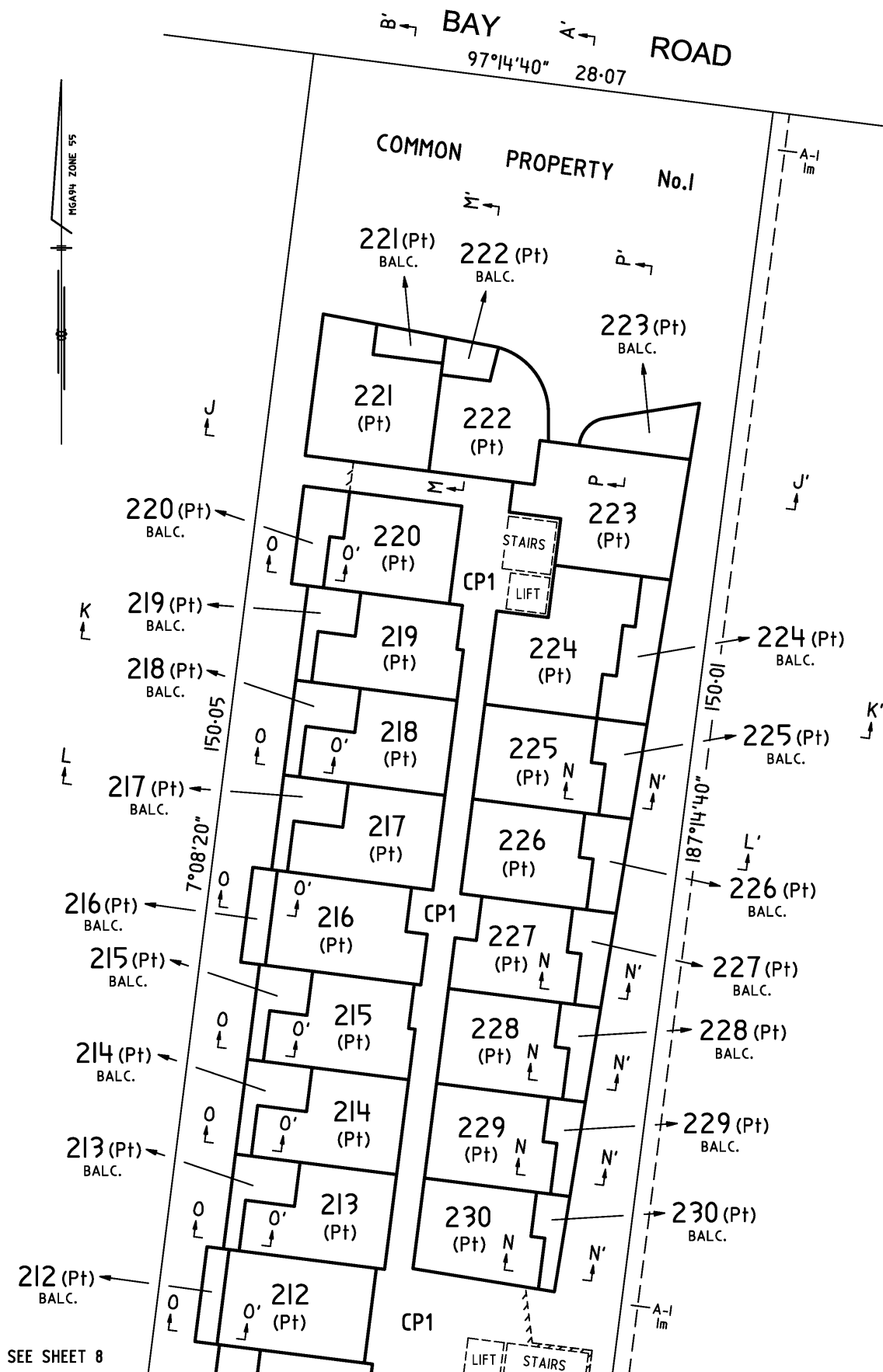
Original sheet size A3

CITY OF BAYSIDE

# PLAN OF SUBDIVISION

PLAN NUMBER

PS 706194Y



**DIAGRAM 3**  
SECOND STOREY

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Email: mail@nnhsurveyors.net.au



LICENSED SURVEYOR: STANLEY G. JEFFREYS  
DIGITALLY SIGNED

ORIGINAL  
SCALE

1:250

2.5 0 2.5 5 7.5 10

LENGTHS ARE IN METRES

DWG No. 0466S VER 10 03/10/2014

SHEET 7

Original sheet size A3

CITY OF BAYSIDE



# PLAN OF SUBDIVISION

PLAN NUMBER  
PS 706194Y

SEE SHEET 7

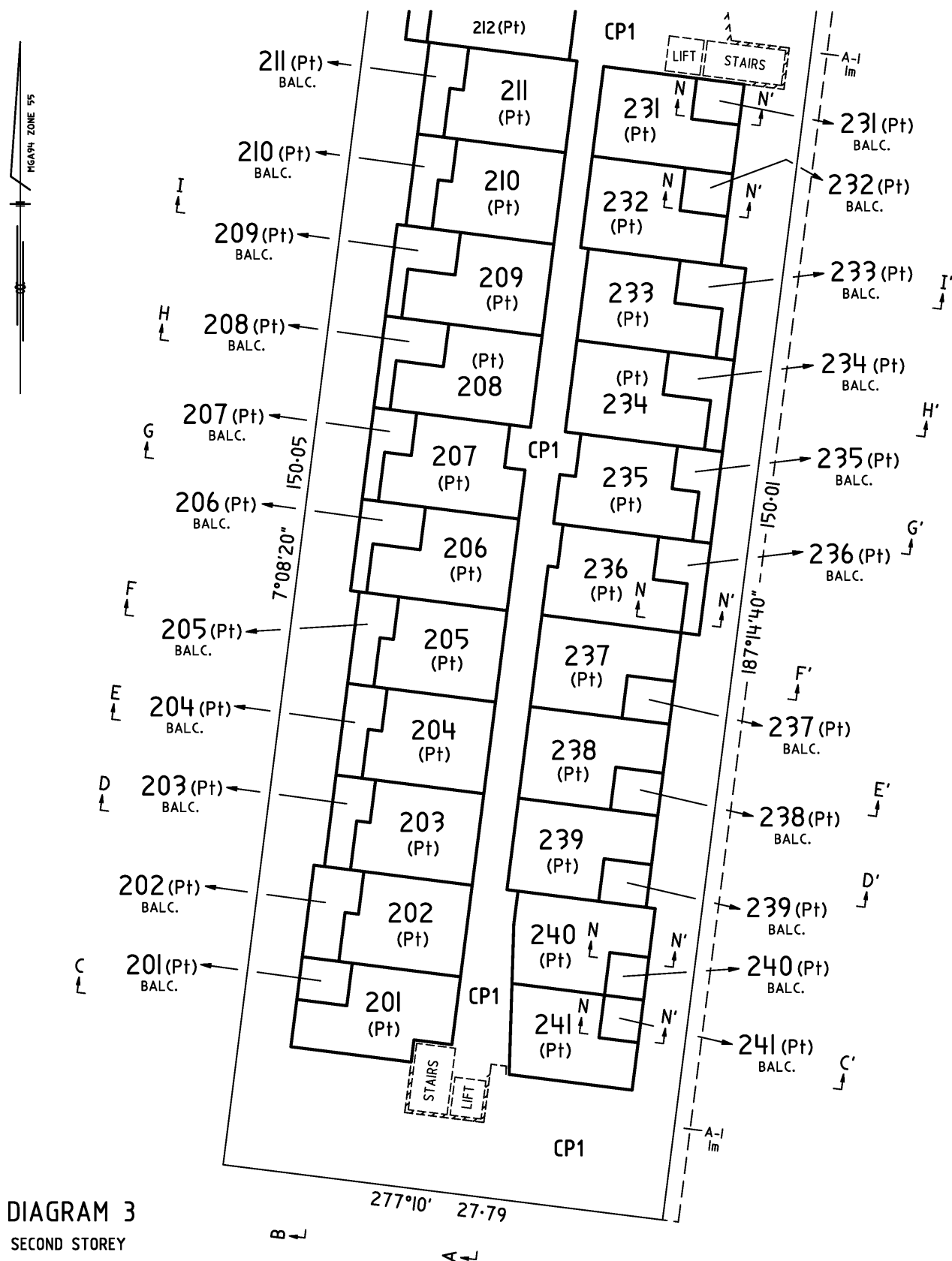


DIAGRAM 3  
SECOND STOREY

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Email: mail@nnhsurveyors.net.au



LICENSED SURVEYOR: STANLEY G. JEFFREYS  
DIGITALLY SIGNED

ORIGINAL  
SCALE

1:250

2.5 0 2.5 5 7.5 10

LENGTHS ARE IN METRES

DWG No. 0466S VER 10 03/10/2014

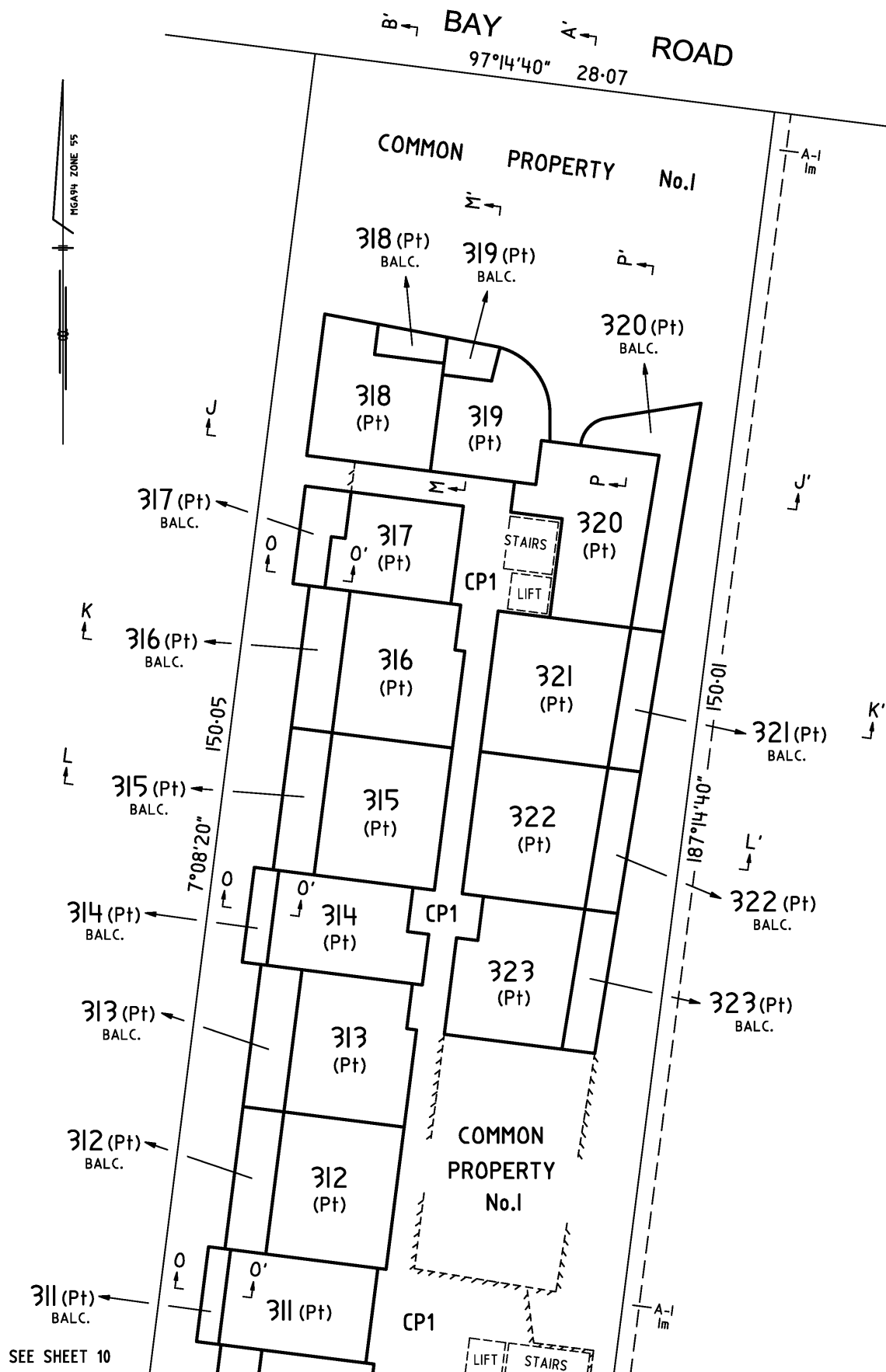
SHEET 8

Original sheet size A3

CITY OF BAYSIDE

# PLAN OF SUBDIVISION

PLAN NUMBER  
PS 706194Y



**DIAGRAM 4**  
TOPMOST STOREY

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

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Surveyors, Engineers & Town Planners

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Phone (03) 5996 4133 Fax (03) 5996 6119

Email: mail@nnhsurveyors.net.au



LICENSED SURVEYOR: STANLEY G. JEFFREYS  
DIGITALLY SIGNED

ORIGINAL  
SCALE

1:250

2.5 0 2.5 5 7.5 10

LENGTHS ARE IN METRES

DWG No. 0466S VER 10 03/10/2014

SHEET 9

Original sheet size A3

CITY OF BAYSIDE

# PLAN OF SUBDIVISION

PLAN NUMBER  
PS 706194Y

SEE SHEET 9

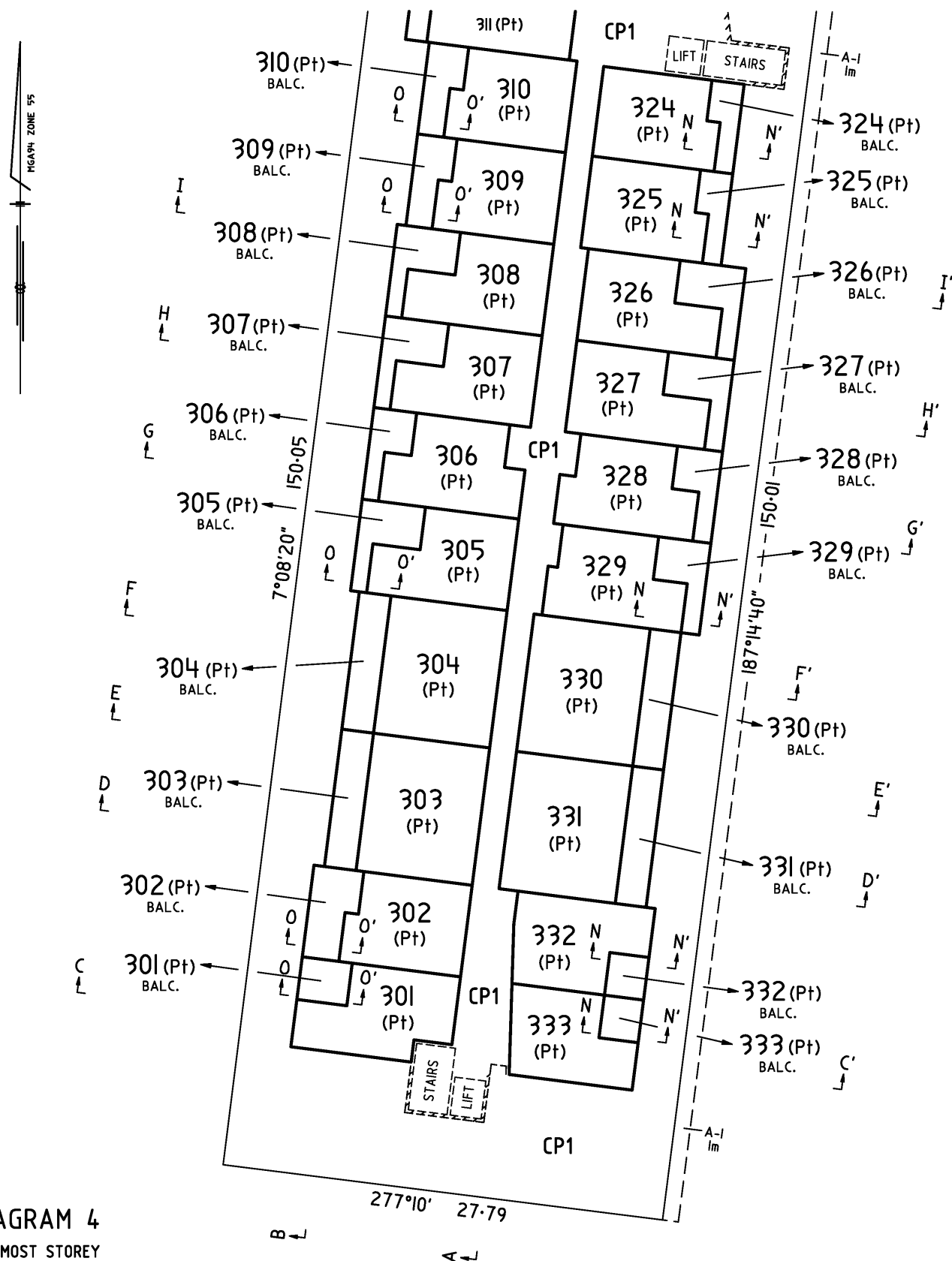


DIAGRAM 4  
TOPMOST STOREY

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

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners

8A Codrington Street, Cranbourne 3977

Phone (03) 5996 4133 Fax (03) 5996 6119

Email: mail@nnhsurveyors.net.au



LICENSED SURVEYOR: STANLEY G. JEFFREYS  
DIGITALLY SIGNED

ORIGINAL  
SCALE

1:250

2.5 0 2.5 5 7.5 10

LENGTHS ARE IN METRES

DWG No. 0466S VER 10 03/10/2014

SHEET 10

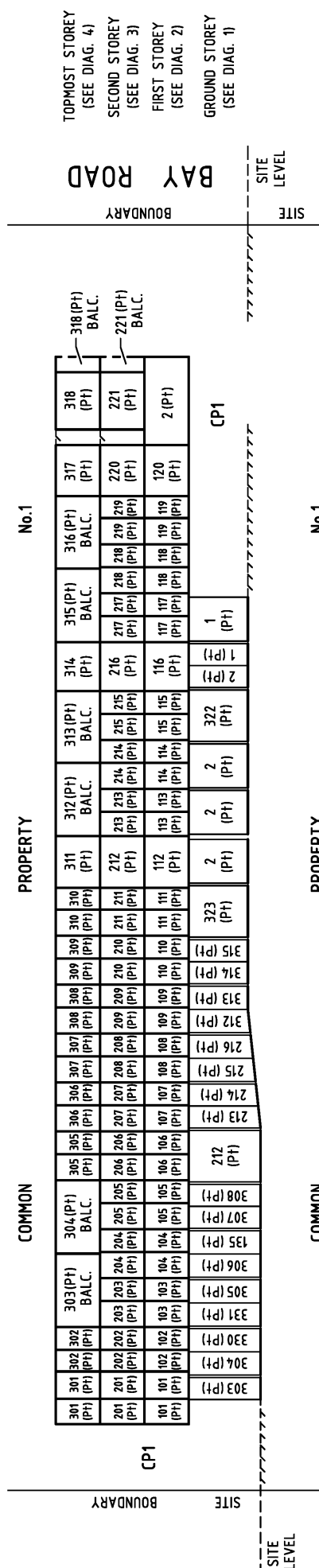
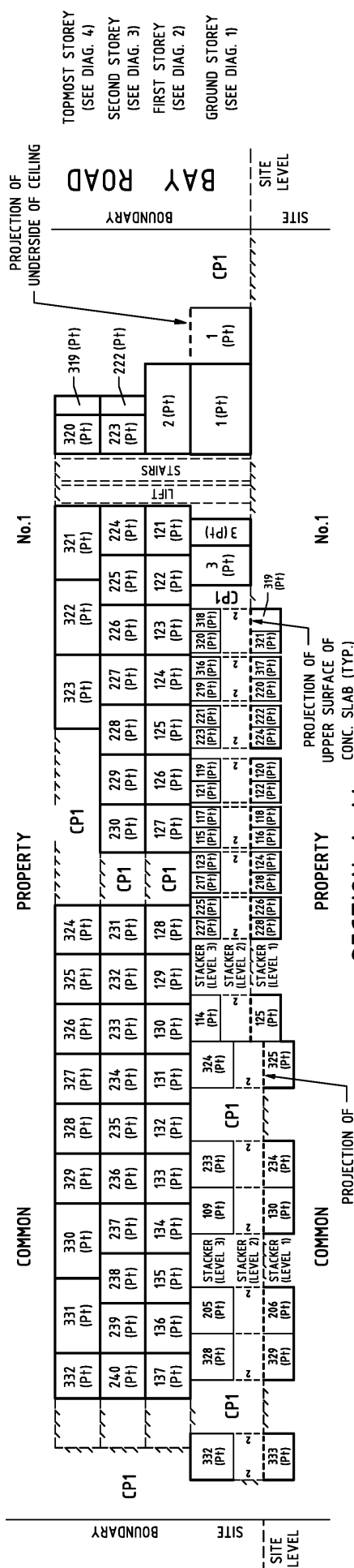
Original sheet size A3

CITY OF BAYSIDE

# PLAN OF SUBDIVISION

PLAN NUMBER

PS 706194Y



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

A.C.N. 067 949 615

## Surveyors, Engineers & Town Planners

3A Codrington Street, Cranbourne 3977

Phone (03) 5996 4133 Fax (03) 5996 6119

Email: [mail@nnhsurveyors.net.au](mailto:mail@nnhsurveyors.net.au)



ORIGINAL

SCALE

SCALE | SHEET SIZE

LENGTHS ARE IN METRES

LICENSED SURVEYOR: STANLEY G. JEFFREYS  
DIGITALLY SIGNED

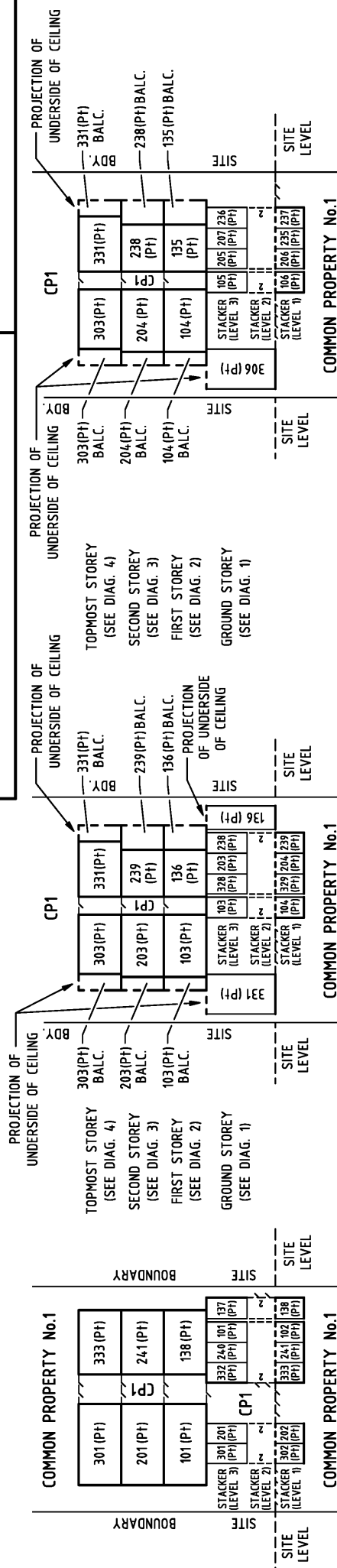
DWG No. 0466S      VER 10      03/10/2014

SHEET 11

CITY OF BAYSIDE

# PLAN OF SUBDIVISION

PLAN NUMBER  
PS 706194Y



## SECTION C-C'

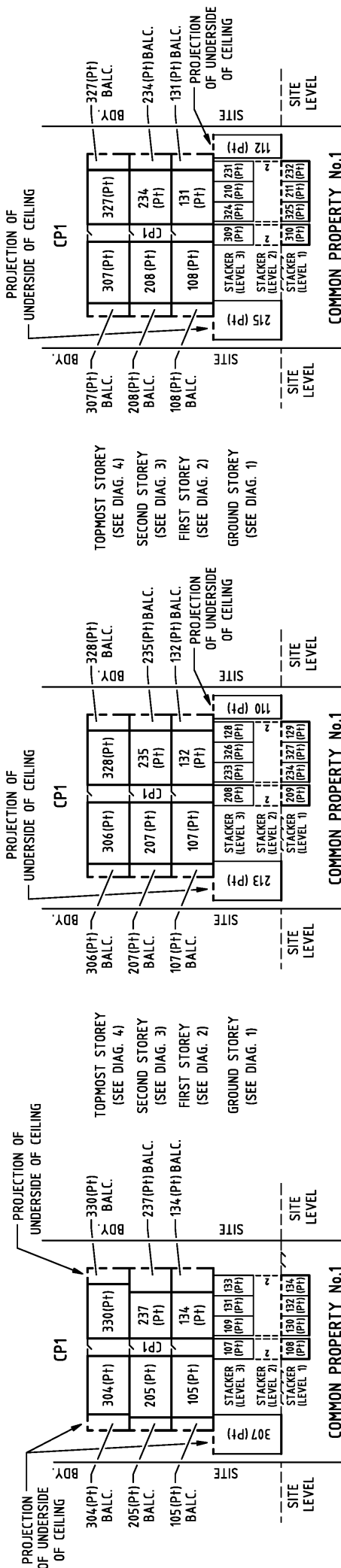
**NOT TO SCALE**

## SECTION D-D'

**NOT TO SCALE**

## SECTION E-E'

**NOT TO SCALE**



## SECTION F-F'

NOT TO SCALE

## SECTION G-G'

NOT TO SCALE

## SECTION H-H'

NOT TO SCALE

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

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Surveyors, Engineers & Town Planners  
8A Codrington Street, Cranbourne 3977  
Phone (03) 5996 4133 Fax (03) 5996 61  
Email: [mail@nnhsurveyors.net.au](mailto:mail@nnhsurveyors.net.au)

ORIGINAL

**SCALE**

SIZE

NTS

LENGTHS ARE IN METRES

LICENSED SURVEYOR: STANLEY G. JEFFREYS  
DIGITALLY SIGNED

DWG No. 0466S VER 10 03/10/2014

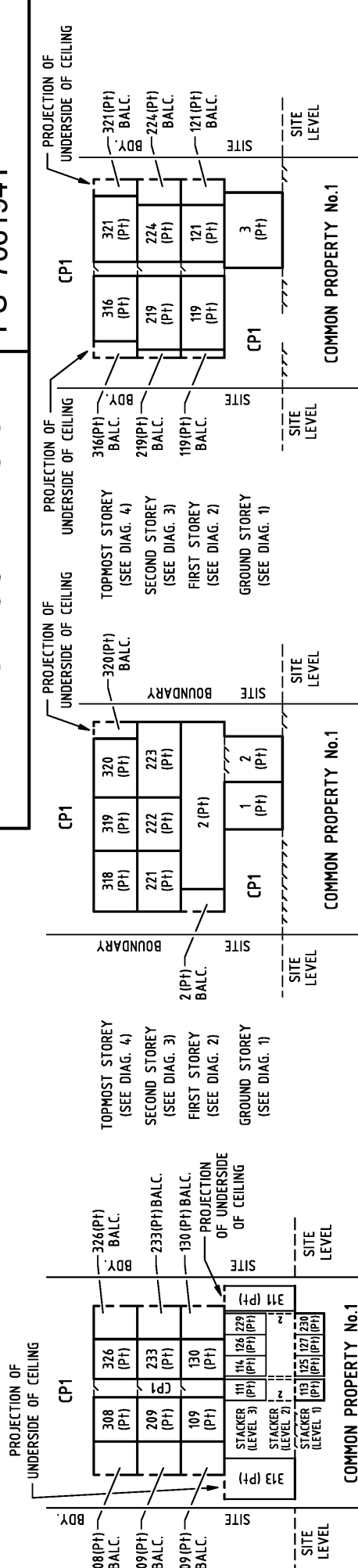
SHEET 12

CITY OF BAYSIDE

# PLAN OF SUBDIVISION

PLAN NUMBER

PS 706194Y



## SECTION 1-1

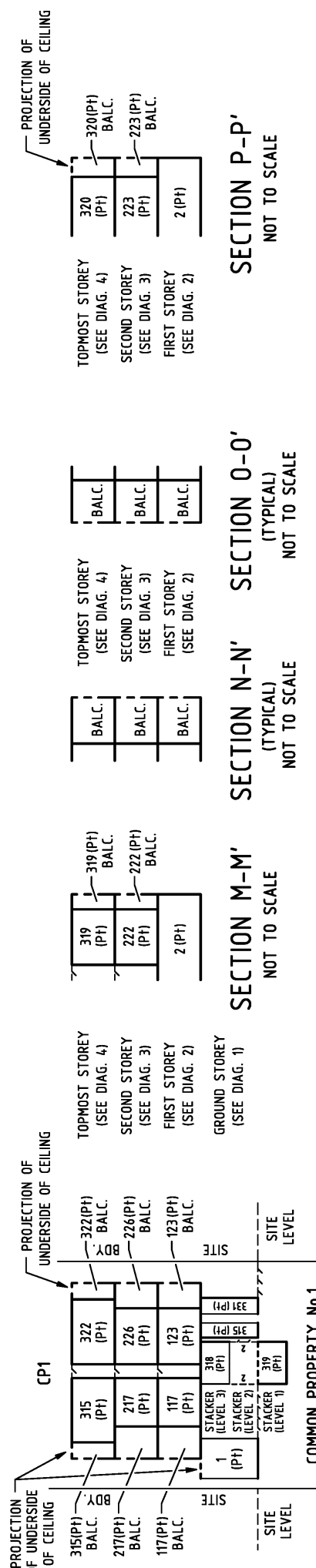
**NOT TO SCALE**

## SECTION J-J'

**NOT TO SCALE**

## SECTION K-K'

**NOT TO SCALE**



## SECTION L-L'

NOT TO SCALE

## SECTION N-N'

(TYPICAL)

NOT TO SCALE

## SECTION 0-0'

(TYPICAL)

NOT TO SCALE

## SECTION P-P'

NOT TO SCALE

1111

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

A.C.N. 067 949 615

Surveyors, Engineers & Town Planners  
8A Codrington Street, Cranbourne 3977  
Phone (03) 5996 4133 Fax (03) 5996 61  
Email: [mail@nnhsurveyors.net.au](mailto:mail@nnhsurveyors.net.au)

ORIGINAL

SCALE

SIZE

A3

LENGTHS ARE IN METRES

LICENSED SURVEYOR: STANLEY G. JEFFREYS  
DIGITALLY SIGNED

DWG No. 0466S      VER 10      03/10/2014

SHEET 13

CITY OF BAYSIDE



**Plan of Subdivision PS706194Y**  
**Certification of plan by Council (Form 2)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S053151A  
Plan Number: PS706194Y  
Responsible Authority Name: Bayside City Council  
Responsible Authority Permit Ref. No.: 11/0033  
Responsible Authority Certification Ref. No.: PT 14/4751  
Surveyor's Plan Version: 10

**Certification**

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

**Public Open Space**

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

☒ Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Connor Perrott  
Organisation: Bayside City Council  
Date: 31/10/2014



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 05/06/2025 10:48:15 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS706194Y**

The land in PS706194Y is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 3, 101 - 138, 201 - 241, 301 - 333.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

BLUESTONE OCM PTY LTD, LEVEL 3 312 ST KILDA ROAD MELBOURNE VIC 3004

AV413038S 17/03/2022

### 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. AL531644Y 03/12/2014

### Additional Owners Corporation Information:

OC024161Q 24/11/2014

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	60	7
Lot 2	65	7
Lot 3	35	6
Lot 101	40	40
Lot 102	36	36
Lot 103	36	36





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 05/06/2025 10:48:15 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS706194Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 104	36	36
Lot 105	36	36
Lot 106	36	36
Lot 107	36	36
Lot 108	36	36
Lot 109	36	36
Lot 110	36	36
Lot 111	36	36
Lot 112	43	43
Lot 113	36	36
Lot 114	36	36
Lot 115	36	36
Lot 116	43	43
Lot 117	36	36
Lot 118	36	36
Lot 119	36	36
Lot 120	36	36
Lot 121	48	48
Lot 122	36	36
Lot 123	36	36
Lot 124	35	35
Lot 125	36	36
Lot 126	36	36
Lot 127	36	36
Lot 128	36	36
Lot 129	36	36
Lot 130	36	36
Lot 131	36	36
Lot 132	36	36



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 05/06/2025 10:48:15 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS706194Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 133	36	36
Lot 134	36	36
Lot 135	36	36
Lot 136	36	36
Lot 137	36	36
Lot 138	35	35
Lot 201	40	40
Lot 202	37	37
Lot 203	37	37
Lot 204	37	37
Lot 205	37	37
Lot 206	37	37
Lot 207	37	37
Lot 208	37	37
Lot 209	37	37
Lot 210	37	37
Lot 211	37	37
Lot 212	43	43
Lot 213	37	37
Lot 214	37	37
Lot 215	37	37
Lot 216	43	43
Lot 217	37	37
Lot 218	37	37
Lot 219	37	37
Lot 220	37	37
Lot 221	51	51
Lot 222	37	37
Lot 223	53	53



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 05/06/2025 10:48:15 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS706194Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 224	49	49
Lot 225	37	37
Lot 226	37	37
Lot 227	37	37
Lot 228	37	37
Lot 229	37	37
Lot 230	37	37
Lot 231	37	37
Lot 232	37	37
Lot 233	37	37
Lot 234	37	37
Lot 235	37	37
Lot 236	37	37
Lot 237	37	37
Lot 238	37	37
Lot 239	37	37
Lot 240	37	37
Lot 241	36	36
Lot 301	41	41
Lot 302	37	37
Lot 303	51	51
Lot 304	51	51
Lot 305	37	37
Lot 306	37	37
Lot 307	37	37
Lot 308	37	37
Lot 309	37	37
Lot 310	37	37
Lot 311	44	44



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 05/06/2025 10:48:15 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS706194Y**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 312	51	51
Lot 313	51	51
Lot 314	44	44
Lot 315	51	51
Lot 316	51	51
Lot 317	37	37
Lot 318	52	52
Lot 319	38	38
Lot 320	55	55
Lot 321	54	54
Lot 322	53	53
Lot 323	51	51
Lot 324	37	37
Lot 325	37	37
Lot 326	37	37
Lot 327	37	37
Lot 328	37	37
Lot 329	37	37
Lot 330	51	51
Lot 331	51	51
Lot 332	37	37
Lot 333	36	36
<b>Total</b>	<b>4560.00</b>	<b>4420.00</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.

# PLANNING PROPERTY REPORT



Department  
of Transport  
and Planning

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 05 June 2025 10:48 AM

## PROPERTY DETAILS

Address: **237/218 BAY ROAD SANDRINGHAM 3191**  
Lot and Plan Number: **Lot 237 PS706194**  
Standard Parcel Identifier (SPI): **237\PS706194**  
Local Government Area (Council): **BAYSIDE**  
Council Property Number: **913197**  
Planning Scheme: **Bayside**  
Directory Reference: **Melway 77 B10**

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

[Planning Scheme - Bayside](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**  
Legislative Assembly: **SANDRINGHAM**

## OTHER

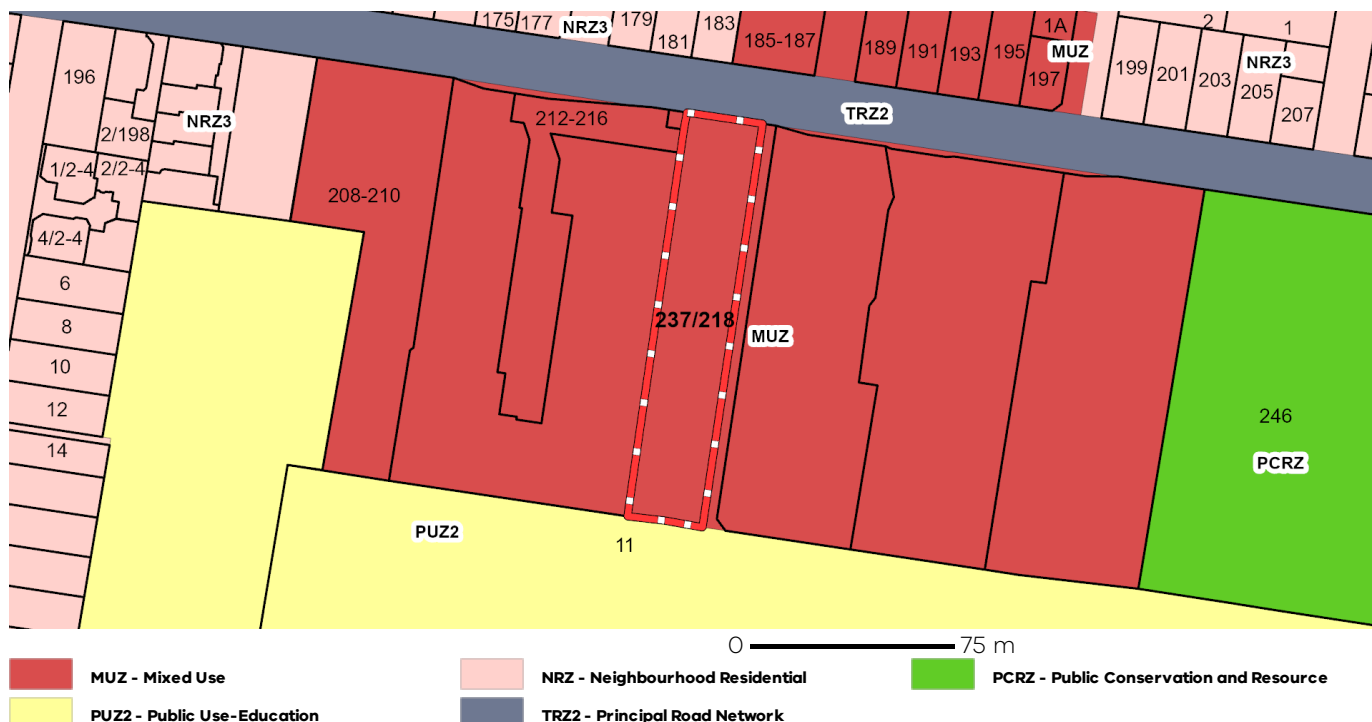
Registered Aboriginal Party: **Bunurong Land Council  
Aboriginal Corporation**

[View location in VicPlan](#)

## Planning Zones

[MIXED USE ZONE \(MUZ\)](#)

[SCHEDULE TO THE MIXED USE ZONE \(MUZ\)](#)



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: 237/218 BAY ROAD SANDRINGHAM 3191

Page 1 of 6

## Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)



**DCPO - Development Contributions Plan Overlay**

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

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



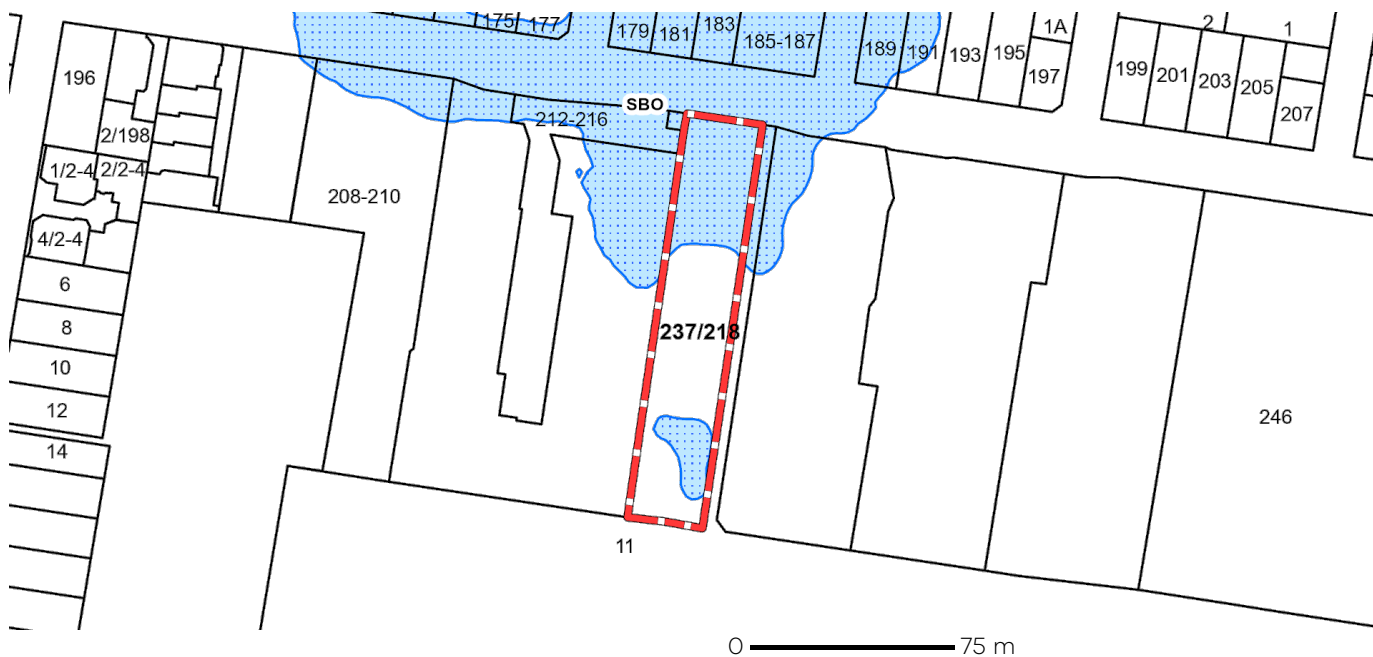
**EAO - Environmental Audit Overlay**

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

## Planning Overlays

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

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



**SBO - Special Building Overlay**

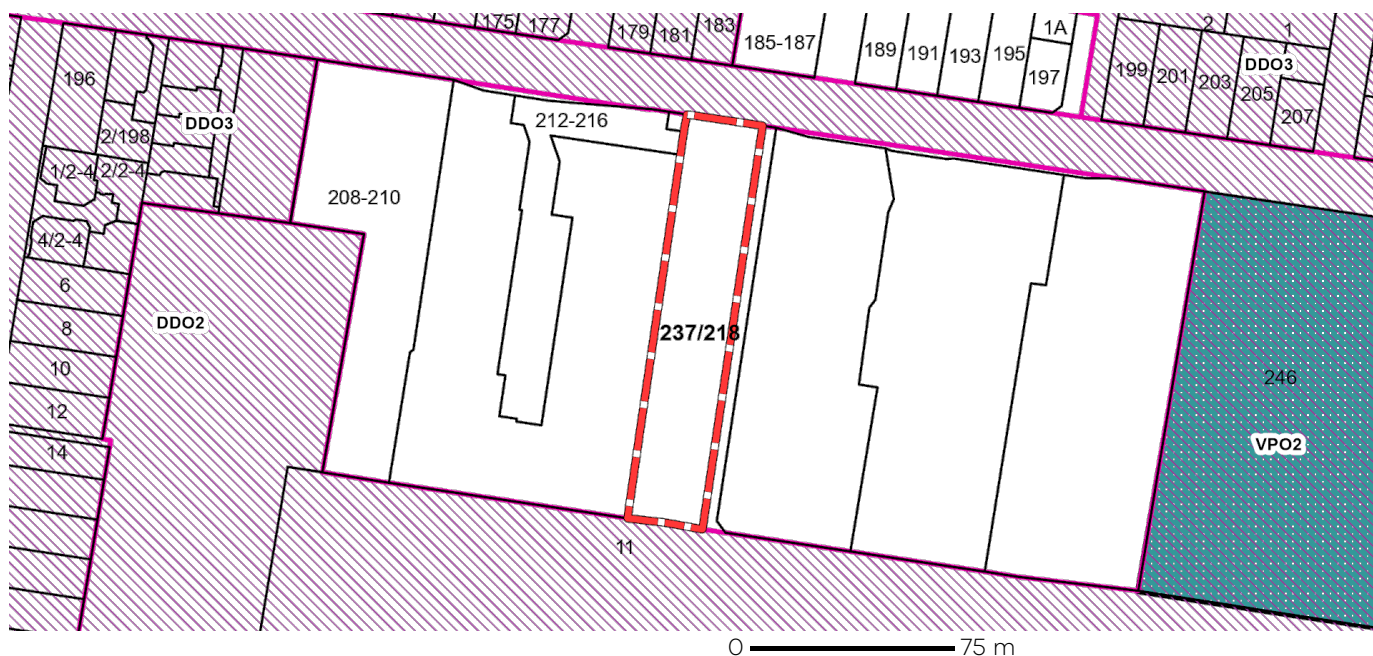
Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)



**DDO - Design and Development Overlay**

**VPO - Vegetation Protection Overlay**

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

## 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.

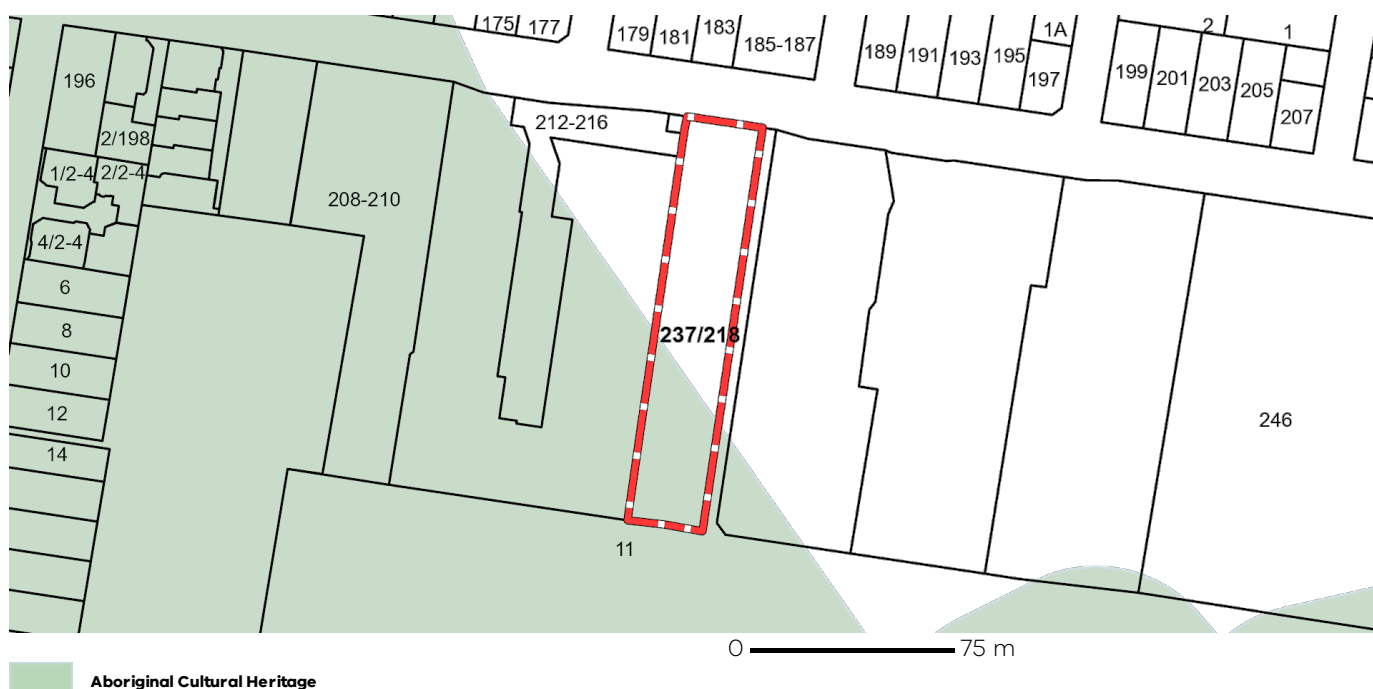
Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

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 05 June 2025.

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

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

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

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

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

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

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

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

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

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

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

## Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

## Native Vegetation

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

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

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

## PROPERTY DETAILS

Address: **237/218 BAY ROAD SANDRINGHAM 3191**

Lot and Plan Number: **Lot 237 PS706194**

Standard Parcel Identifier (SPI): **237\PS706194**

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

Council Property Number: **913197**

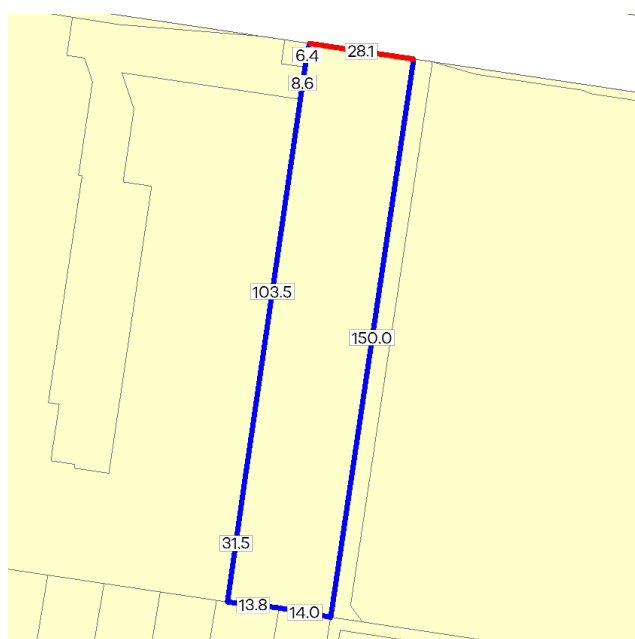
Directory Reference: **Melway 77 B10**

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

**Note:** There are 116 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:** 4208 sq. m

**Perimeter:** 356 m

For this property:

— Site boundaries

— Road frontages

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

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

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

## UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **UNITED ENERGY**

## STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **SANDRINGHAM**

## PLANNING INFORMATION

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

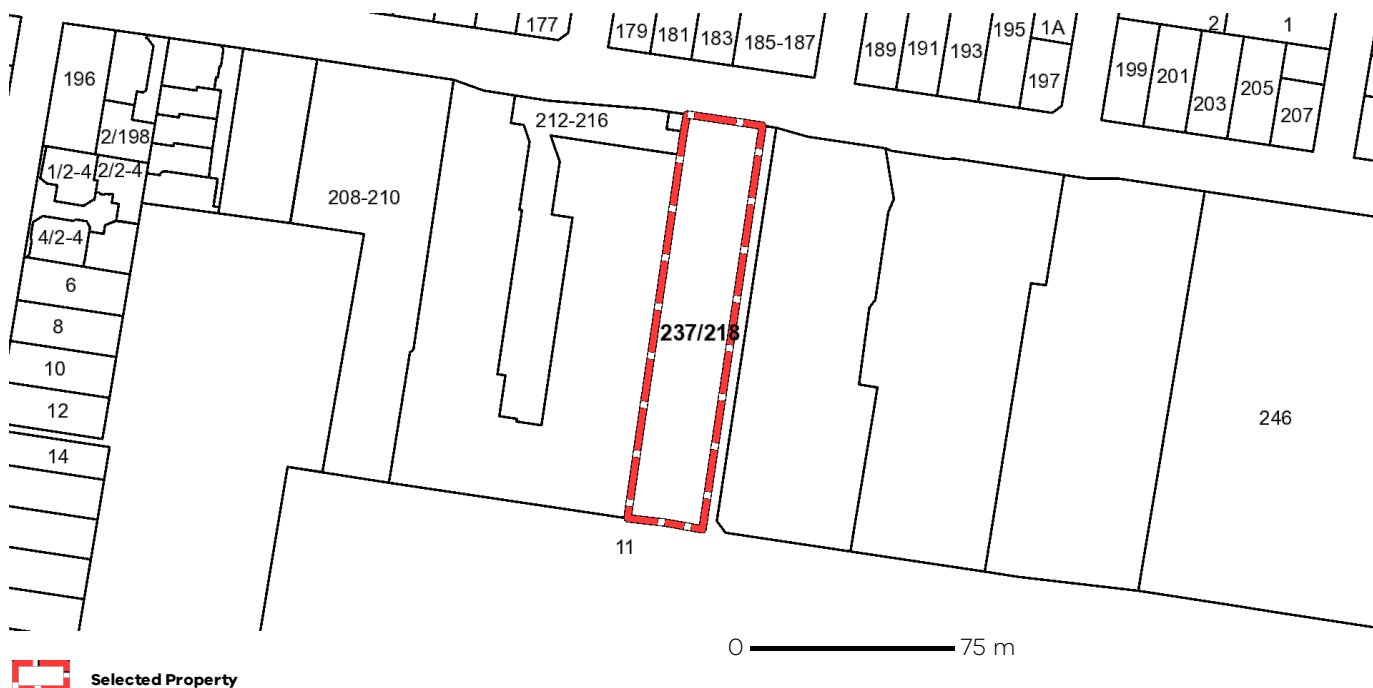
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

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

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

## Area Map



Selected Property

# May Instalment Notice

1st July 2024 - 30th June 2025

Printed 2 May 2025

Issued 8 May 2025



## CONTACT US

Online [bayside.vic.gov.au](https://bayside.vic.gov.au)

Payments 1300 725 338

Call 9599 4444

TTY 133 677

76 Royal Ave, Sandringham

**Change your mailing address  
or register for emailed rate notices**

[bayside.vic.gov.au/rates](https://bayside.vic.gov.au/rates)

ABN 65 486 719 651



Mr S Kothari & Ms S Ajmera  
CARE Xynergy Realty Oakleigh  
19 Station Street  
OAKLEIGH VIC 3166

## Assessment number

913197

## Property address

Unit 237 Level 2 218 Bay Road SANDRINGHAM VIC 3191

## 4th Instalment

Due by 31 May 2025

## Details of rates and charges

Fourth Instalment Amount \$183.00

A pension rebate has not been granted on this account

Total amount due \$183.00

Please deduct payments made since 1 May 2025

Choose to receive your rates notice online



WHERE BILLS BELONG™



Receive your rates notice by email.  
Register now at:

[bayside.vic.gov.au/emailrates](https://bayside.vic.gov.au/emailrates)

If you are having difficulty paying your rates, please contact the Revenue Team on 9599 4444 to discuss your circumstances and payment plan options.

Penalty Interest 10% pa  
(see reverse)

**Ratepayer's name:** Mr S Kothari & Ms S Ajmera

**Assessment number:** 913197

**Property address:** Unit 237 Level 2 218 Bay Road SANDRINGHAM VIC 3191

If mailing your payment, please detach

Amount paid \$

## How to pay

Up to 0.755% merchant fee for Visa/Mastercard/AMEX, except BPAY as fees are not applied.



\*3520 1 9131970



**Scan the QR Code  
to pay your rates  
via direct debit:**



### Online

Pay by Mastercard, Visa, AMEX or register for Direct Debit with your bank account or card at [bayside.vic.gov.au/rates](https://bayside.vic.gov.au/rates)

**Assessment no.**  
913197



### BPAY

Use BPAY to pay from cheque, savings or credit card account. Go online or use phone banking

**Biller code 7872  
Ref 00913197**



### Call

Pay by Mastercard, Visa or AMEX on 1300 725 338.

**Assessment no.**  
00913197

For amounts up to \$10,000.



### In person

At any Post Office or Bayside City Council, 76 Royal Avenue, Sandringham or post this section to **PO Box 27 Sandringham VIC 3191** with your cheque payable to Bayside City Council.  
No receipts issued for payments by mail.

## Payment in full

Current rates and charges are due and payable as shown on the front of this notice.

## Payment by instalments

Current rates and charges may be paid by four instalments. To be eligible, the first instalment must be paid by 30 Sept 2024.

The due dates for the remaining instalments are:

**2nd instalment: 30 Nov 2024**

**3rd instalment: 28 Feb 2025**

**4th instalment: 31 May 2025**

Ratepayers who have made a valid first instalment payment by 30 Sep 2024 will be sent a reminder notice for each remaining instalment, at least 14 days before each instalment is due.

## Payment plans

You may apply to the Council for a payment plan. In accordance with the applicable legislation, the Council may determine the duration of the payment plan, the amount of each payment plan instalment, the frequency of payment plan instalments and any other terms.

Please visit [bayside.vic.gov.au/rates](https://bayside.vic.gov.au/rates) to submit a payment plan or contact Revenue Services on 9599 4444.

## Penalties for late payment

Overdue amounts will be charged interest at 10% pa as set under the Local Government Act 1989 and the Penalty Interest Rates Act 1983. The interest penalty will be applied after the due date of an instalment. For lump sum payers, the interest penalty will be applied after the due date of the lump sum, but calculated on each of the instalment amounts that are overdue from their due dates. In all cases the interest penalty will continue to accrue until all overdue amounts are paid in full.

## Arrears

Any arrears shown on this notice should be paid immediately to avoid further interest. Arrears not paid immediately may be subject to legal action with costs without further notice.

Your payments will be allocated as follows:

1. legal costs (if any)
2. interest charges (if any)
3. overdue rates and charges (if any)
4. current year rates and charges.

## Appeal/review

You have the right to appeal or apply for a review of a rate, special rate or charge under sections 183, 184 and 185 of the Local Government Act 1989.

## Change of address

If the address details on this notice are incorrect or, if your residential address has changed, please advise Revenue Services at [bayside.vic.gov.au/rates](https://bayside.vic.gov.au/rates)

## Financial hardship

If you are experiencing financial difficulty please visit [bayside.vic.gov.au/rateassist](https://bayside.vic.gov.au/rateassist) for more information and to lodge an application or contact Council on 9599 4444 to discuss your options.

## Pension concessions

Holders of valid concession cards issued by Centrelink and the Department of Veterans Affairs, may be eligible for a concession.

Application forms are available at [bayside.vic.gov.au/rates](https://bayside.vic.gov.au/rates) or Council's Corporate Centre, 76 Royal Avenue, Sandringham.

Note: Health Care cards are not accepted.

## SMS reminder

Customers who choose to pay in full by 15 February can receive an SMS reminder a few days before the due date. Register at [bayside.vic.gov.au/rates](https://bayside.vic.gov.au/rates). This service is currently not available for instalment payers.

## Valuation objections

You may lodge a written objection to your valuation with Council:

- within two months after the annual notice or supplementary notice is given if the notice is sent directly to the occupier of the property, or
- within four months after the annual notice or supplementary notice for an occupier if the notice is sent directly to the owner.

Objections on valuation cannot be lodged on instalment, reminder, final, duplicate or adjustment notices. The grounds for objection are limited – see section 17 of the Valuation of Land Act 1960. Please note, rates must be paid, even if an objection is lodged as required by section 29 of the Valuation of Land Act 1960.

Owner authorities may use one of the bases of valuation shown in this notice for the purposes of a rate or tax levied by that authority.

Find out more at [bayside.vic.gov.au/valuations](https://bayside.vic.gov.au/valuations)



**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)

SIDDHARTH KOTHARI & SWETA AJMERA  
C/O:XYNERGY REALTY  
19 STATION ST  
OAKLEIGH VIC 3166

Account number:	25973033
Date due:	08 April 2025
Current charges	Total due
+ \$172.90	\$172.90

Last bill	Payments received	Balance
\$172.90	– \$172.90cr =	\$0.00

Your account breakdown

Issue date	21 March 2025
Property	Unit 237 218 Bay Road SANDRINGHAM VIC 3191
Property reference	36C//08159/00809
Group account number	2934271
Last bill	\$172.90
Payment received	\$172.90cr
Balance brought forward	\$0.00
Our charges (no GST)	\$120.63
Other authorities' charges (no GST)	\$52.31
Total due	\$172.90

Your snapshot

Average daily cost	\$1.32
--------------------	--------

Payment options

- DD Direct debit**  
Set up payments at [southeastwater.com.au/paymybill](https://southeastwater.com.au/paymybill)
- BPAY® (Up to \$20,000)**  
Biller code: 24208 Ref: 1002 5973 0300 008
- Credit card**  
Pay by Visa or MasterCard at [southeastwater.com.au/paymybill](https://southeastwater.com.au/paymybill) or call 1300 659 658.

- eft EFT (Electronic Funds Transfer)**  
BSB: 033-874 Account number: 25973033  
Account name: South East Water Corporation
- Post Billpay**  
BillpayCode: 0361 Ref: 1002 5973 0300 008  
Call 131 816 Visit: [postbillpay.com.au](https://postbillpay.com.au)  
Or visit an Australia Post store.
- Centrepay**  
Go to [servicesaustralia.gov.au/centrepay](https://servicesaustralia.gov.au/centrepay) for more information.  
Reference number: 555 050 397J

Property ref: 36C//08159/00809  
UNIT 237 218 BAY ROAD  
SANDRINGHAM VIC 3191

  
\*361 100259730300008

PN36C

Total due:	\$172.90
Account number:	25973033
Date paid:	
Receipt number:	



## Our charges

### Service charges

For period 01/01/25 to 31/03/25

Water service charge \$22.58

Sewerage service charge \$98.05

**Total service charges \$120.63**

**Our charges \$120.63**

### Other authorities' charges

Parks \$21.79

Waterways and Drainage charge 01/01/25 to 31/03/25 \$30.52

**Total other authorities \$52.31**

**Total current charges \$172.90**

## Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see [southeastwater.com.au/charges2024](https://southeastwater.com.au/charges2024)

### 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 **01/01/25 to 31/03/25**.

#### Parks charge

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 [www.parks.vic.gov.au/about-us/parks-charge](https://www.parks.vic.gov.au/about-us/parks-charge). The charge is for **01/01/25 to 31/03/25**.

## 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.

## Our city's water needs are growing

There are ways we can all help protect our water supplies for the future.

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



**South East Water Corporation**

ABN 89 066 902 547

101 Wells Street Frankston VIC 3199

PO Box 2268 Seaford VIC 3198 Australia



**Owners Corporation Rules**  
**The Bay Apartments**  
**218 Bay Road, Sandringham, Victoria 3191**  
**P.S. 706194Y**

**CONTENTS**

PREFACE.....	3
1. MANAGEMENT .....	3
2. USE AND BEHAVIOUR BY OWNERS, OCCUPIERS AND INVITEES .....	5
3. MOTOR VEHICLES, DRIVEWAYS AND CAR PARK.....	6
4. USE OF AMENITIES .....	8
5. USE OF THE LOT .....	10
6. USE AND BEHAVIOUR .....	10
7. NOISE .....	12
8. ANIMALS .....	12
9. BALCONIES, PATIOS, COURTYARDS AND EXTERNAL APPEARANCE .....	13
10. RUBBISH AND WASTE MANAGEMENT .....	14
11. MOVING IN AND VACATING .....	15
12. RELOCATIONS, DELIVERIES, TRADESMAN AND MOVING OF ARTICLES .....	17
13. BUILDING WORKS .....	18
14. SIGNAGE .....	19
15. NOTIFICATION OF DEFECTS .....	20
16. DAMAGE, REPAIRS AND MAINTENANCE .....	20
17. CHARGING OF INTEREST AND RECOVERY OF AMOUNTS OWED TO THE OWNERS CORPORATION .....	22
18. OWNER DETAILS .....	22
19. SECURITY .....	23
20. SUPPORT AND PROVISION OF SERVICES.....	23
21. COMMERCIAL LOTS ADDITIONAL REQUIREMENTS.....	24
22. RECOVERY OF EXPENDITURE .....	25
23. INSURANCE .....	25
24. LEASED LOTS .....	26
25. COMPLIANCE .....	27
26. OWNERS CORPORATION FEES .....	28
27. COMPLIANCE WITH RULES BY INVITEES.....	28
28. COMPLIANCE WITH LAWS .....	29

29.	PERSONAL INFORMATION OF OWNERS AND OCCUPIERS.....	29
30.	DEFINITIONS .....	29
31.	ANNEXURE A: MODEL OWNERS CORPORATION RULES.....	32

## **PREFACE**

These Rules are made for Owners Corporation No. 1 on Plan No PS 706194Y.

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

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

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

## **1. MANAGEMENT**

### **1.1 OWNERS CORPORATION RULES, REGULATIONS AND GUIDELINES**

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

### **1.2 GENERAL**

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

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

- I. Owners, Occupiers and their invitees must be appropriately dressed while in the Common Property at all times.

## **2. USE AND BEHAVIOUR BY OWNERS, OCCUPIERS AND INVITEES**

### **2.1 GENERAL**

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

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

## 2.2 OFFENSIVE BEHAVIOUR AND SMOKING

- a. An Owner or Occupier of a Lot when on Common Property or on any part of a Lot so as to be visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Owner or Occupier of another Lot or to any person lawfully using the Common Property
- b. An Owner or Occupier of a Lot must not smoke, eat, drink alcohol or other beverages in glass containers or receptacles of any kind in the stairwells, lifts, foyers, car park, lobbies or any area forming part of the Common Property
- c. An Owner or Occupier of a Lot must not dispose or permit the disposal of cigarette butts, litter or any other materials over balconies or in Common Property except in those areas designated from time to time by the Owners Corporation

## 3. MOTOR VEHICLES, DRIVEWAYS AND CAR PARK

### 3.1 GENERAL

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

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

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

### 3.2 MOTOR VEHICLE RISK

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

### 3.3 BICYCLES

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

- d. Motor bikes or scooters are only to be parked in Car Park Lots.

## **4. USE OF AMENITIES**

### **4.1 GENERAL**

- a. Only the Owners and Occupiers of an Apartment Lot within Owners Corporation 1 on Plan of Subdivision PS 706194Y or any subsequent plan relating to those Lots are entitled to use and have access to the Amenities.
- b. The Owners Corporation Manager and/or the Owners Corporation Committee may resolve to make rules and Guidelines regulating the Amenities use and operation

### **4.2 LOUNGE AND BBQ AREA**

- a. The Lounge comprising of a room and rooftop terrace is only for the use of Owners and Occupiers of an apartment lot within Owners Corporation 1 and their Invitees. Any Owner or Occupier may hire the Lounge and BBQ area by making a booking with Building Management.
- b. To use the lounge and BBQ area, a booking must be made via the Building Management at least 48 hours prior to the use.
- c. A charge for use of the Lounge and BBQ area may apply as notified to Owners and Occupiers by Building Management from time to time.
- d. The Owner is responsible for the actions of the Occupier or the Invitees within the area. The areas must be satisfactorily cleaned after use and any additional costs incurred (covering damage, additional cleaning, etc) will be charged to the Owner of the lot.
- e. Persons using the Lounge and BBQ area must not make any undue noise or behave in a manner likely to interfere with the peaceful enjoyment of any other Owner or Occupier or any other person lawfully using Common Property.
- f. Bookings may only be made up to three months in advance.
- g. Owners and Occupiers must provide all information about the proposed function as required by Building Management, including but not limited to, the nature and duration of the function, the number of proposed attendees, and whether and what type of external catering or other suppliers will be attending the function.



- h. Time restrictions may apply to bookings.
- i. The management of the Lounge and BBQ area (including bookings, availability, and use) is in the absolute discretion of the Building Management, acting in the interests of all Owners and Occupiers.
- j. The booking receipt must be held whilst using the Lounge and BBQ area to act as proof of booking should a disagreement arise.
- k. The initial hours of use for the Lounge and BBQ area are between 7am and 10.00pm and must be observed by all Owners or Occupiers using the Lounge and BBQ area. Access to and the hours of use can be adjusted by the Owners Corporation or Manager at its full discretion at any time.
- l. The maximum number of attendees is at the discretion of the Building Management, with a maximum of 15, unless otherwise approved by Building Management in writing.
- m. Any persons under the age of 16 must be accompanied by an adult at all times whilst in the Lounge and BBQ area.
- n. Guests must be accompanied by the relevant Owner or Occupier of an Apartment Lot at all times.
- o. An Owner or Occupier must be in appropriate attire at all times in the Lounge and BBQ area
- p. Security may need to be provided at the direction and in the absolute discretion of the Owners Corporation and at the cost of the Owner or Occupier organising the function.
- q. All users of the Lounge and BBQ area do so at their own risk
- r. Improper use of the Lounge and BBQ area may result in bans/restrictions of use being imposed on the Owner and/or Occupier in the Owners Corporation's absolute discretion.
- s. The following items are not permitted in the Lounge and BBQ area:
  - (i) excessive alcohol;
  - (ii) smoking;
  - (iii) pets;
  - (iv) amplified music which causes nuisance to other Owners or Occupiers;
  - (v) glass objects;
  - (vi) drinking glasses;
  - (vii) sharp objects; and
  - (viii) portable personal and private barbeques.

## **5. USE OF THE LOT**

### **5.1 GENERAL**

- a. An Owner or Occupier of a lot must not lease, sub-lease, licence, rent, hire or otherwise deal with a lot or permit a lot to be leased, sub-leased, licenced, rented, hired, or otherwise dealt with, for any period less than 6 calendar months
- b. An Owner or Occupier of a Lot must not allow more than 6 people to occupy a Lot at any time without the prior written consent of the Owners Corporation

### **5.2 USE**

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

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

## **6. USE AND BEHAVIOUR**

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

- a. obstruct the lawful use of Common Property by any person;
- b. consume alcohol, illegal substances or take glassware onto Common Property except where it is permitted in the designated alcohol service areas;

- c. dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in Common Property;
- d. smoke on Common Property;
- e. interfere with the operation of any plant and equipment installed on the Common Property without the written authority of the Owners Corporation;
- f. remove nor damage any article from the Common Property and must use all reasonable endeavours to ensure that those articles are used only for their intended use without the prior written consent of the Owners Corporation;
- g. modify any air conditioning, heating ventilation system or associated ducting without the prior written consent of the Owners Corporation;
- h. enter any plant room without the consent of Building Management;
- i. modify any intercom, television aerial or communication system (except telephone connections) without the prior written consent of the Owners Corporation;
- j. replace any floor coverings which will create undue noise to adjoining Owners and Occupiers;
- k. use any parts of the Common Property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time-to-time;
- l. interfere with or obstruct Building Management, the Owners Corporation or the Owners Corporation Manager from performing their duties;
- m. use a Lot, Common Property or common facilities for any purpose, or do anything, that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other Owners or Occupiers or their invitees;
- n. use the Common Property or the common facilities or permit the Common Property or the common facilities to be used in such a manner as to unreasonably interfere with or prevent their use by other Owners or Occupiers or their invitees; and
- o. use the toilets, conveniences and other water apparatus including waste pipes and drains for any other purpose than for which they are designed. The costs and expenses associated with rectifying any damage or blockage will be borne by the Owner of the lot determined by Building Management to be responsible for the damage or blockage

## **7. NOISE**

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

## **8. ANIMALS**

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

- d. The Owner and/or Occupier responsible for an animal must make good any damage to Common Property caused by that animal.
- e. Owners and Occupiers must regularly clean any animal debris from their balconies, courtyards or patios within a Lot.
- f. Owners and Occupiers must not keep any animal on a balcony, courtyard or patio within a Lot unattended.
- g. Owners and Occupiers must not keep any animal within a Lot without having first notified the Owners Corporation of the same.

## **9. BALCONIES, PATIOS, COURTYARDS AND EXTERNAL APPEARANCE**

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

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

- h. install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the Building;
- i. install any air-conditioning unit in a Lot or on a balcony, patio or courtyard without having received prior written permission from the Owners Corporation;
- j. hang curtains, blinds or window coverings of any type visible from outside the Lot without prior written consent from the Owners Corporation unless those curtains, blinds or window covers are approved by the Owners Corporation which will be subject to the Guidelines in relation to window furnishings, cover colour, style, fabric, etc. The current position, unless varied by Guidelines, is as follows:
  - (i) Black or charcoal blind colour;
  - (ii) Roller-blinds
- k. Obstruct the entrance to a Lot or balcony / courtyard or other area forming part of a Lot that requires access of a contractor for the purposes of maintaining or cleaning the Building structure including glass on balconies, box gutters or any emergency repairs; and
- l. paint, finish or otherwise alter the external façade of the Building or improvement forming part of the Common Property or their Lot.

## **10. RUBBISH AND WASTE MANAGEMENT**

- a. The Guidelines on waste management and bin use may be determined and varied at any time by the Owners Corporation.
- b. An Owner or Occupier of a Lot must not store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation.
- c. An Owner or Occupier of a Lot must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of other Owners or Occupiers.
- d. An Owner or Occupier is responsible for appropriate use of the bins and bin room. Rubbish must not be left in the Common Property other than in the bins provided.
- e. Any additional costs incurred (covering additional waste management services, damage, additional cleaning, etc.) will be charged to the Owner of the Lot.

- f. Under no circumstances is rubbish to be left anywhere in the Common Property.
- g. Rubbish must be disposed of in secure wrapping by taking it to the bin room
- h. General garbage waste in suitable bags (and tied) will be deposited directly into the bins available
- i. Commingled waste must be deposited directly into the bins available
- j. Heavy cardboard must be flattened and deposited into the bins available
- k. No flammable items are to be disposed of in the bin room
- l. An Owner or Occupier is responsible for the disposal of hazardous/hard rubbish or large items, and must make private arrangements for disposal of these items (i.e. must not be left in the bin room)
- m. An Owner or Occupier is also responsible for the disposal of moving-in waste, and must ensure that all rubbish is cleared from Common Property following a move. (i.e. must not be left in the bin room)
- n. Cardboard cartons and rubbish must not be left on the premises by tradesmen. This type of rubbish must be removed by the trades or service people and must not be left in any Common Property.
- o. An Owner or Occupier must not throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies, stairwells onto another Owner's Lot or the Common Property. Any damage or cost for cleaning or repair caused by breach hereof will be borne by the Occupier of the Owner's Lot
- p. An Owner or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort or the Owners and Occupiers or users of other Lots.

## **11. MOVING IN AND VACATING**

- a. Moving of all furniture and goods in and out of the Building must be made by arrangement with Building Management.
- b. The Owner and Occupier will be liable for any damage caused to the Common Property by the moving or transportation of the furniture and goods of the Owner (or of the Occupier of the Lot) in and around the Building. Building Management may, in its discretion, require a surety to be paid prior to moving. Any damage caused as a result of the move will be deducted

from the surety or will be paid for by the relevant Owner. The Owner will indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in making good any such damage.

- c. Building Management must be contacted to arrange a date and time to conduct any move. Unless the Owner or Occupier receives permission to move and confirmation of the booking (date and time) from Building Management, the time slot is not confirmed and the Owner or Occupier cannot move in. All paperwork as required by the Owners Corporation must be completed by the Owner or Occupier before moving in.
- d. Prior to attendance at the Building, the Owner or Occupier must provide a copy of the removalist's liability insurance policy to Building Management.
- e. The Owner or Occupier must notify all carriers and trades people that they must contact the Building Manager prior to arrival at the Building. If the carriers or trades people are running late, they may miss their time slot and have to reschedule.
- f. A minimum of three (3) days of notice before the move must be provided to Building Management.
- g. The Owner or Occupier must be present to manage the removalist at all times and act as a contact point to facilitate the move and ensure procedures are adhered to for the safety and security of the Building.
- h. Building Management will advise which lift, if any, is to be used for the move and will arrange for protective covers to be installed in the lift. Furniture or other items may only be moved into the Building when the protective covers to the appropriate lift have been fitted.
- i. Removalists must not prop open doors to the Building or lock off lifts except in accordance with instructions by the Building Manager.
- j. No items are to be placed up against Common Property walls or left unattended in the lobby at any time.
- k. The moving in or out of furniture and goods is only permitted between 9:30 am and 4:30 pm (Monday to Friday). All moves must be completed by 4:30 pm.
- l. Owners and Occupiers are responsible for ensuring that all rubbish is cleared from Common Property following a move. Dumping of rubbish including but not limited to cartons, crates or unwanted furnishings is strictly prohibited on or in any part of the Building or Common Property. Any costs associated with rubbish removal from Common Property as a result of the move will be paid for by the relevant Owner or Occupier. The Owner will



indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation relating to such rubbish.

- m. Owners and Occupiers will be held responsible for the cleanliness of Common Property and damage to lift walls and other areas. If any amount owing is not paid by the relevant Occupier within 14 days of the date of moving (and that Occupier is not the Owner of the lot), then the Owners Corporation may recover the amount from the Owner.
- n. Owners and Occupiers must not permit any vehicles to restrict access to the Car Park.

## **12. RELOCATIONS, DELIVERIES, TRADESMAN AND MOVING OF ARTICLES**

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

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

## **13. BUILDING WORKS**

### **13.1 GENERAL**

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

- a. works are only 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 Owners Corporation Manager or their representative and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
- b. 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.

### **13.2 CONDITIONS**

- a. An Owner or Occupier of a Lot must not proceed with any such works until:
  - (i) the Owner or Occupier submits to the Owners Corporation plans and specifications of any works proposed which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
- b. the Owner and the Occupier supplies to the Owners Corporation such further particulars of those proposed works as may be requested to enable the Owners Corporation to be reasonably satisfied that the proposed works are in accord with the reasonable aesthetic and orderly development of the total Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors;and
  - (i) the Owner or Occupier receives written approval for those works from the Owners Corporation.
- c. The Owner or Occupier of a Lot must ensure that:
  - (i) all servants, agents and contractors undertaking the works comply with the proper and reasonable directions of the Owners Corporation concerning the method of Building operations, means of access, use of Common Property and on-site management and Building protection, delivery of materials, parking of vehicles, disposal of waste and hours of work; and

- (ii) the servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.
- d. The Owner or Occupier of a Lot must supply to the Owners Corporation a copy of the servants agent and contractors all risk insurance policy taken out for protection of the Owners Corporation during works and any possible consequential damage caused as a result of the same;
- e. The Owner or Occupier of a Lot will immediately make good all damage to and dirtying of the Building and Common Property which are caused by such works and if the Owner or Occupier fails to immediately do so after provision of notice, the Owners Corporation reserves the right in its absolute discretion to make good any such damage or dirtiness and charge the cost of the same to the Owner.
- f. The Owner or Occupier of a Lot must not arrange for tradespersons (except in emergencies) or any nature or kind to carry out works except during normal working hours 8.00am to 5.00pm Monday to Friday and there will be no work done by tradespeople on weekends or public holidays at all;
- g. The Owner or Occupier of a Lot must promptly notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation.
- h. The Owner or Occupier of a Lot will compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Owner or Occupier or their respective tenants, licenses or invitees.

## **14. SIGNAGE**

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

- a. permit any placard, advertisement or signage in or upon the Owner's Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent;
- b. permit any advertising material, logos, sign writing to any external window or glazing or external solid face of a Lot without the written consent of the Owners Corporation; and
- c. erect any signage, advertising, directory board or other attachment to the exterior façade of the Building at all without prior approval of the Owners Corporation.

- d. No real estate sales or leasing signage is to be installed on common property

## **15. NOTIFICATION OF DEFECTS**

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

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

## **16. DAMAGE, REPAIRS AND MAINTENANCE**

### **16.1 DAMAGE AND CLEANLINESS**

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

### **16.2 DAMAGE REPAIRS AND MAINTENANCE**

An Owner or Occupier of a Lot must not:-

- a. damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Owners Corporation property located on, in or attached to the Common Property, provided further that if the Owners Corporation expends money to make good damage caused by any Owner or tenants, invitees, servants or their invitees of any of the Lots, the Owners Corporation will be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the Owner of the Lot;
- b. interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for working being undertaken;

- c. interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment;
- d. store any inflammable liquid or chemical on any Lot or any part of the Common Property nor suffer to be done any act or thing whereby any policy of insurance on the Building may be invalidated or become void or voidable or which may render any increased premium payable in respect of such insurance (this rule does not apply to any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine);
- e. interfere or activate any of the Building's fire protection services including but not limited to alarms, sprinklers, smoke detectors, fire extinguishers and fire hydrants except in the case of an emergency provided further that the Owners Corporation may recover the cost of any charges for false alarms or making good any damage from the relevant Occupier or Owner;
- f. modify any air conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation; and
- g. install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with the fire regulations. ie. being fire retardant and of a colour approved by the Owners Corporation.

An Owner or Occupier of a Lot must:-

- h. grant to the Owners Corporation its servants and agents upon the Owner or Occupier being given twenty-four (24) hours prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and external façade of the Owners Corporation (immediate access for emergencies);
- i. ensure that all smoke detectors and fire equipment installed in the Lot are properly maintained and tested (excludes sprinklers linked to the main building system);
- j. ensure that the front door to the Lot is maintained in accordance with the fire regulations as a fire door and that no additional locks, chains, deadlocks or peepholes are installed on the door which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations;
- k. ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot;
- l. ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied

so as to ensure that water is not falling onto another Lot or within Common Property; and

- m. ensure that all accessible doors, windows and balcony glass are properly maintained and regularly cleaned.

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

- a. The Owners Corporation will charge penalty interest that does not exceed the maximum rate of interest payable under section 2 of the Penalty Interest Rates Act 1983;
- b. The Owners Corporation may recover any amount owed to the Owners Corporation in a court of competent jurisdiction including all legal costs (including VCAT) incurred by the Owners Corporation in collection of the same;
- c. The Owner of a Lot must take all reasonable action to recover from the Occupier the cost of damage, false alarms or other amounts from time to time owed to the Owners Corporation. If the amount is not paid within 7 days, or within the agreed period, the Owner will become liable to the Owners Corporation for the amount charged.
- d. The Owner of a Lot must pay to the Owners Corporation any monies expended in debt collection or searching for correct correspondence addresses including Land Titles Searches, Private Detective, administration fees or any other fees reasonably expended.

## **18. OWNER DETAILS**

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

## **19. SECURITY**

### **19.1 GENERAL**

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

### **19.2 SECURITY KEY**

- a. The Owners Corporation may charge a reasonable fee for any additional Security Key required by the Owner or Occupier of a Lot;
- b. An Owner or Occupier of a Lot must promptly notify the Owners Corporation if a Security Key is lost or destroyed;
- c. Owners must exercise a high degree of caution and responsibility in making a Security Key available to other persons and must ensure that any lease or licence of their Lot requires the return of the Security Key by the tenant or licensee.
- d. Owners and Occupiers must not without written consent from Building Management duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost.
- e. Owners and Occupiers must promptly notify Building Management if their Security Key is lost or destroyed.
- f. Building Management may elect not to issue or replace a lost Security Key without a written authority signed by the relevant Owner or Owner's agent.
- g. The number of Security Keys may be restricted for a Lot, in the absolute discretion of the Owners Corporation

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

- a. Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation Manager, Owners and Occupiers must not do anything or permit anything to be done on or in relation to its Lot or the Common Property so that:
  - (i) any support or shelter provided by its Lot or the Common Property for any other Lot or the Common Property is interfered with;
  - (ii) the structural and functional integrity of any part of the Lot or CommonProperty is impaired; or

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

## **21. COMMERCIAL LOTS ADDITIONAL REQUIREMENTS**

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

- a. all Commercial Lots must be maintained in a pristine condition at all times;
- d. no signage, advertising, posters or other will be allowed to be affixed facing internal corridors;
- e. all Commercial Lots must keep their internal furniture, equipment and other miscellaneous items neat and in maintainable order as not to detrimentally impact the overall appearance of the Building;
- f. no signage will be allowed on the exterior face at all unless approved in accordance with Rule 14;
- g. Commercial Lots will be responsible for their own rubbish disposal;
- h. an Owner, Occupier or invitee of a Commercial Lot must not have deliveries via the ground floor apartment lobbies



- i. An Owner or Occupier of a Commercial Lot will be responsible for all costs associated with the cleaning, waste management, repairs and maintenance of the Commercial Lot.
- j. An Owner or Occupier of a Commercial Lot requires an ordinary resolution by the Owners Corporation at an Annual General Meeting in order to apply for a liquor license.

## **22. RECOVERY OF EXPENDITURE**

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

## **23. INSURANCE**

- a. The Owners Corporation has a property insurance policy and a public liability insurance policy which cover Owners Corporation property but which, regardless of how the damage occurred, do not extend to cover any damage to privately owned fittings, including curtains, blinds, light fittings, carpets and electrical fittings and appliances which are not built into the Lot and which can be removed.
- b. The public liability policy does not extend to cover the interior of any Lot and/or balcony or terrace.
- c. Owners or Occupiers should arrange a contents insurance policy to include their own property. Owners who do not occupy their Lot should arrange a landlord's insurance policy which includes public liability cover to protect their investment.
- d. If an Owner or Occupier causes damage to any Lot, other than their own, they may be responsible for the cost of reinstatement.
- e. It is essential that details of any potential insurance claim are forwarded to the Owners Corporation Manager immediately. If necessary, it will request the Owners Corporation's Insurer to handle the claim.
- f. Any queries relating to insurance cover or claims should be directed to the Owners Corporation Manager.

- g. An Owner or Occupier must not do or permit to be done anything that may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

## **24. LEASED LOTS**

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

- a. an Owner or Occupier may not lease, sub-lease, licence, grant or renew any other occupancy rights to an Occupier of a Lot for a term of less than six (6) months without first obtaining the written approval of the Owners Corporation Manager to that occupancy;
- b. an Owner must exercise a high degree of caution and responsibility in making a Security Key available for use by an Occupier of a Lot, including without limitation entering into an appropriate agreement in any lease or licence agreement for the Lot to ensure return of the Security Key to the Owner upon expiry of the Occupier's lease or licence;
- c. without evidence of a written authority signed by the relevant Owner or the Owner's agent, Building Management may prevent personal access and entry (or exit) of goods by non-Owners;
- d. in order to maintain currency of occupancy records, the Owner or the Owner's agent, must notify Building Management in advance of:
  - (i) full details of new leaseholders or other changes of occupancy; and
  - (ii) details of the expected term of each occupancy;
- e. an Owner of a Lot, which is subject to a lease or licence agreement must procure that the lessee or licensee of the Lot complies with these Rules and any subsequent amendment to these Rules. This includes ensuring that the lessee or licensee has read and is bound by these Rules under the terms of their lease or licence agreement. An Owner who grants a lease or licence over its Lot indemnifies the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the lessee or licensee to strictly comply with these Rules and against the failure of the lessee or licensee to pay (within 14 days) the Owners Corporation any charges validly levied by the Owners Corporation against the lessee or licensee; and
- f. an Owner or Occupier must not permit any placard, advertisement or signage (including relating to the sale or lease of a Lot) in or upon its Lot or upon the Common Property unless the Owners Corporation first consents in writing

and then only in accordance with the terms and conditions specified in such consent.

## **25. COMPLIANCE**

- a. Owners and Occupiers must ensure that their invitees comply with these Rules.
- b. Any Owner of a lot which is the subject of a lease or licence must take all reasonable steps, including any action available under the lease or licence, to ensure that any lessee or licensee and any invitees of that lessee or licensee complies with these rules
- c. Owners and Occupiers must at their own expense promptly comply with all laws relating to the Lot including, without limitation, any requirements, notices and orders of any governmental authority.
- d. Owners and Occupiers must comply with any reasonable request or direction of any person employed by the Owners Corporation.
- e. Any breach of a Rule or Guideline will entitle the Owners Corporation to issue proceedings and / or impose such fine or penalty as it deems appropriate from time to time.
- f. An Owner will on demand compensate the Owners Corporation in full for any damage to the Common Property or property of the Owners Corporation caused by that Owner or the Owner's lessees, licensees or invitees
- g. An Owner will on demand compensate the Owners Corporation in full for any additional services (for example security, cleaning, etc) deemed necessary in the Owners Corporation Manager's absolute discretion as a result of the acts, omission, or behaviour of that Owner or the Owner's lessees, licensees or invitees including but not limited to additional time spent by the Owners Corporation or Building Management as result of such act, omission or behaviour.
- h. An Owner will on demand pay all costs including legal costs of the Owners Corporation on a solicitor and own client indemnity basis incurred by the Owners Corporation as a result of any breach of any Rule.

- i. Owners (jointly and severally) indemnify, keep indemnified, release and hold harmless the Owners Corporation and the Owners Corporation Manager in relation to all or any costs, expenses, actions, liabilities and/or damages that the Owners Corporation or Owners Corporation Manager may suffer, sustain or incur as a result of any breach by the Owner or the Owner's lessee or licensee (or any of their agents, contractors, workers and invitees) of these Rules. The indemnity or release will not merge or terminate as a result of an Owner not owning any particular Lot anymore or an Occupier not occupying any Lot anymore.
- j. The Owners Corporation will in addition to any legal proceeding be able to charge an Owner penalty interest on outstanding levies or other charges that is no more than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983

## **26. OWNERS CORPORATION FEES**

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

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

- a. An Owner or Occupier of a Lot must take all reasonable steps to ensure the invitees of the Owner or Occupier comply with these Rules.
- b. An Owner of a lot which is subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules

- c. Any contractor/tradesman may only use the basement lift lobby or other area specifically designed by the Owners Corporation for entry or exit.

## 28. COMPLIANCE WITH LAWS

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

## 29. PERSONAL INFORMATION OF OWNERS AND OCCUPIERS

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

## 30. DEFINITIONS

In these Rules:

- (a) “**Act**” means the Owners Corporations Act 2006 or any amended version;
- (b) “Apartment Lot” means any Lot which is not a Retail Lot, Car Park Lot or Storage Lot.
- (c) “**Amenities**” means the Lounge and BBQ Area which are comprised in Owners Corporation No 1
- (d) “**Building**” means the building constructed on the Land;
- (e) “**Building Management**” means the person or entity (which may be a related party of the Developer or the Owners Corporation Manager) engaged by the Owners Corporation Manager to provide efficient operation of the Building and to maintain security of the Building and if there is no Building Management then the Owners Corporation Manager;
- (f) “**Car Park**” means that part of the Building and land designated for entry and exit of Motor Vehicles to and from the Car Park Lots;

- (g) **Car Park Lot** means the car park part of each Lot
- (h) **“Common Property”** means any Common Property described on the Plan of Subdivision;
- (i) **Developer's Mortgagee** means any person or corporation which has taken from the Developer a mortgage or charge over any part of the Development;
- (j) **“Development”** means all the land and improvements comprised in Plan of Subdivision No P.S. 706194Y and known as 218 Bay Road, Sandringham, Victoria 3191;
- (k) **“Guidelines”** means any regulation for the effective management of the Building and administration of these Rules, as determined by the Owners Corporation from time to time;
- (l) **“Land”** means the whole of the land described in the Plan;
- (m) **“Lot”** or **“Lots”** means a Lot or Lots on the Plan of Subdivision;
- (n) **“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;
- (o) **“Model Rules”** means the model rules prescribed by the Owners Corporations Act 2006 from time to time as attached in Annexure A;
- (p) **Motor Vehicle** means a motor vehicle:
  - a. with a tare weight of not more than 2 tonnes; and
  - b. with dimensions capable of fitting within a Car Park Lot and gaining entry to the Car Park without causing damage to the Building and the Land;
- (q) **“Occupier”** means any person lawfully occupying or in possession of a Lot and can include an Owner;
- (r) **“Owner”** means a registered owner of a Lot ;
- (s) **“Owners Corporation”** means Owners Corporation No. 1 on Plan No 706194Y, as represented by the Owners Corporation Committee and Owners Corporation Manager;
- (t) **“Owners Corporation Committee”** means the Committee elected by the Owners of the Owners Corporation in accordance with the Owners Corporation Regulations;

- (u) **"Owners Corporation Manager"** means any manager appointed from time to time by the Owners Corporation pursuant to the Owners Corporation Act 2006;
- (v) **"Plan"** or **"Plan of Subdivision"** means Plan of Subdivision No 706194Y;
- (w) **"Regulations"** mean the Subdivision (Owners Corporation) Regulations 2001 & Owners Corporations Regulations 2007 or any amended version;
- (x) **Commercial Lot** means Lot No: Pt1,Pt2 or Pt3
- (y) **"Rules"** means the rules for the Owners Corporation as set out in this document as amended from time to time;
- (z) **"Security Key"** means a key, magnetic card or other device used to open doors, gates, and locks; and
- (aa) Unless the context otherwise requires:
  - (i) headings are for convenience only;
  - (ii) words imparting the singular include the plural and vice versa;
  - (iii) an expression imparting a natural person includes any company, partnership, joint venture, association, body corporate and any governmental authority; and
  - (iv) a reference to a thing includes part of the Building.
- (w) The obligations and restrictions in these Rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, any such rights, grants or privileges, prevail over those Rules in respect of the party or parties to who they are given.

## **31. ANNEXURE A: MODEL OWNERS CORPORATION RULES**

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

### **Model Rules**

#### **1. Health, Safety & Security**

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

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

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

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

##### **1.3 Waste disposal**

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

#### **2. Management and administration**

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

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



(b) Is paid directly to the lot owner or Occupier as a refund.

### 3. Use of Common Property

#### 3.1 Use of Common Property

1. An Owner or Occupier of a lot must not obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.
2. An Owner or Occupier of a lot must not, without the written permission of the Owners Corporation, use for his or her own purposes as a garden any portion of the Common Property.
3. An approval under subrule (b) may state a period for which the approval is granted.
4. If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property, it must give reasonable notice of this resolution to the Owner or Occupier who is keeping the animal.
5. An Owner or Occupier of a lot who is keeping an animal that is the subject of a notice under subrule (d) must remove that animal.
6. Subrules (d) and (e) do not apply to an animal that assists a person with an impairment or disability.

#### 3.2 Vehicles and parking on Common Property

An Owner or Occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle:

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

#### 3.3 Damage to Common Property

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

#### 4. Lots

##### 4.1 Change of use of lots

An Owner or Occupier of a lot must give written notification to the Owners Corporation if the Owner or Occupier changes the existing use of the lot in a way that will affect the insurance premiums for the Owners Corporation.

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

#### 5. Behaviour of persons

##### 5.1 Behaviour of Owners, Occupiers and invitees on Common Property

An Owner or Occupier of a lot must take all reasonable steps to ensure that invitees of the Owner or Occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the Common Property.

##### 5.2 Noise and other nuisance control

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

#### 6. Dispute resolution

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



# Above OCM

We go above and beyond

95 Coventry Street  
Southbank VIC 3006  
ABN: 15 890 264 035  
(03) 9108 3910  
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www.aboveocm.com.au

## OWNERS CORPORATION CERTIFICATE

s.151 *Owners Corporation Act 2006* and r.11 *Owners Corporations Regulations 2007*

### APPLICATION DETAILS

Owners corporation number:	PS706194Y
Address:	237/218 Bay Road, Sandringham, Vic 3191
This certificate is issued for lot:	237
on plan of subdivision number:	PS706194Y
Postal address:	237/218 Bay Road, Sandringham, Vic 3191
Applicant for the certificate:	Siddharth Kothari
Address for delivery of certificate:	siddharth.k.81@gmail.com
Date that the application was received:	16 <sup>th</sup> June 2025

### PLEASE NOTE:

The information in this certificate is issued on 23<sup>rd</sup> June 2025

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

### LOT AND OWNERS CORPORATION INFORMATION

1. The current fees for the lot/s annually are:

Administration Fund:	\$ 3,138.84 per annum (year ending 30 <sup>th</sup> November 2025)
Maintenance Fund:	\$ 1,069.12 per annum (year ending 30 <sup>th</sup> November 2025)
TOTAL:	\$ 4,207.96

Levy Period	Administration Fund	Maintenance Fund	Levy Status
01/12/24 to 28/02/25	\$784.71	\$267.28	Paid
01/03/2025 to 31/05/2025	\$784.71	\$267.28	Paid
01/06/2025 to 31/08/2025	\$784.71	\$267.28	Paid
01/09/2025 to 30/11/2025	\$784.71	\$267.28	To be Issued

2. The date to which the fees for the lot have been paid up to is:

Administration Fund:	The levy is paid up to 31 <sup>st</sup> August 2025
Maintenance Fund:	The levy is paid up to 31 <sup>st</sup> August 2025

3. The total of any unpaid fees or charges to 31<sup>st</sup> August 2025 is:

Administration Fund:	\$ 0.00
Maintenance Fund:	\$ 0.00
Interest Accrued:	\$ 0.00
TOTAL:	\$ 0.00

4. The special fees or levies which have been struck, and the dates on which they were struck and are payable are:

Nil

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

Maintenance in apartment developments such as The Bay is continuous, and unbudgeted unforeseen maintenance matters may arise without notice from time to time requiring additional financial contribution from owners for repairs. The OC is continuously reviewing the performance and operation of a range of equipment, however, as at the date of this certificate the Manager is not aware of any decision to raise additional funding over that available from within the Maintenance and Administration Funds.

6. The owners corporation has the following insurance cover:

Company:	CHU Strata Insurance
Policy No.	HU000006602
Renewal Date:	31/10/25
Building:	\$40,440,000
Common Area Contents:	\$404,400
Loss of Rent/Temp Accommodation	\$6,066,00
Public Liability:	\$30,000,000
Fidelity Guarantee:	\$250,000
Voluntary Workers Per Accident:	\$200,000/\$2,000
Office Bearers Liability:	\$5,000,000
Government Audit Costs:	\$25,000
Machinery Breakdown:	\$50,000
Catastrophe Insurance:	\$6,066,000
Legal Expenses:	\$50,000
Lot Owners Fixtures & Improvements:	\$250,000

7. Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so, then provide the date of that resolution:

No.

8. The total funds held by the owners corporation:

Administration Fund:	\$ 0.00
Maintenance Fund:	\$ 122,808.21
Investment Account:	\$ 7,136.15

9. Are there any liabilities of the owners corporation that not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details:

None known, as at date of certificate.

10. Are there any current contracts, leases, licenses or agreements affecting the common property? If so, then provide details:

Various maintenance contracts for the provision of services in relation to fire protection, garbage collection, air conditioning servicing, indoor plants, cleaning, landscaping, etc. typical of a low-rise precinct.

11. Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:
- No.
12. Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied are? If so, then provide details:
- None known, as at date of certificate.
13. Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details:
- None known, as at date of certificate.
14. Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details:
- A manager is appointed.
- The manager is currently Above OCM. Contact details are included in the header to this certificate.
15. Has an administrator has been appointed for the owners corporation, or has been a proposal for the appointment of an administrator?
- No administrator has been appointed and the Manager is not aware of any proposal to appoint an administrator as at the date of this certificate.
16. Documents required to be attached to the owners corporation certificate are:
- A copy of the minutes of the annual general meeting held on 3<sup>rd</sup> September 2024 containing all resolutions passed at that meeting
  - A copy of the rules of the owners corporation
  - A copy of the model rules of the owners corporation
  - A copy of Schedule 3 of the Owners Corporation Regulations 2007 entitled "*Statement of Advice and Information for Prospective Purchasers and Lot Owners*"
17. Note that more information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to:
- Above OCM  
95 Coventry Street, Southbank VIC 3006  
or  
zac@aboveocm.com.au

## DECLARATION


This owners corporation certificate was prepared by:

Above OCM  
95 Coventry Street  
Southbank VIC 3006

**Common seal:**

The common seal of owners corporation number **PS706194Y** was affixed in accordance with section 20 of the *Owners Corporations Act 2006* and in the presence of Simon Saint-John.

**Signed:**



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Zac Courtney  
**Above OCM**  
as delegate of the owners corporation





# Minutes of the Annual General Meeting

Owners Corporation for The Bay Apartments - Owners Corporation PS706194Y Plan No. PS706194Y

Meeting Date	03 Sep 2024		
Meeting Location	via Zoom, Online, Melbourne, VIC, 3000		
Time	06:00 PM	Opened: 05:23 PM	Closed: 07:28 PM
Lots Represented	Lot 1	Credaro Property Investment Pty Ltd as proxy for Robin S	Owner present
	Lot 103	Suzette Young	Owner present (pre-voted)
	Lot 105	Hazel Mordeno Catt	Owner present (pre-voted)
	Lot 109	Jing yi shu	Owner present (pre-voted)
	Lot 120	Mr Tugrulhan Dincer Yigit & Mrs Gonca Naciye Ince	Owner present
	Lot 127	Matthew John Catt	Owner present (pre-voted)
	Lot 128	Megan Kennett	Owner present
	Lot 129	Charles Oguntade	Owner present (pre-voted)
	Lot 135	Joyce Khoo	Owner present (pre-voted)
	Lot 136	Damian Hind	Owner present (pre-voted)
	Lot 202	JUDITH HOLT	Owner present (pre-voted)
	Lot 205	Cristina Muir	Owner present
	Lot 206	Ian Woollard	Owner present (pre-voted)
	Lot 210	Hayley Monton	Owner present
	Lot 214	Hazel Mordeno Catt	Owner present (pre-voted)
	Lot 215	Robert Habel	Owner present (pre-voted)

## Minutes of the Annual General Meeting

Owners Corporation for The Bay Apartments - Owners Corporation PS706194Y Plan No. PS706194Y  
03 Sep 2024

	Lot 220	Angela Eynaud	Owner present (pre-voted)
	Lot 236	SHARON Paull	Owner present (pre-voted)
	Lot 301	Amanda Zammit	Company Nominee present (pre-voted)
	Lot 307	Anne Mason	Owner present (pre-voted)
	Lot 309	Milada Huric	Owner present (pre-voted)
	Lot 311	Mark Powell	Owner present
	Lot 318	Mrs Maree Frances Therese Fatouros & Mr Peter Fatouros	Owner present
	Lot 320	Christine Abbott	Owner present (pre-voted)
	Lot 326	Shari Gould	Owner present (pre-voted)
	Lot 327	Karen Burchell	Owner present (pre-voted)
	Lot 328	Somir Kumar	Owner present (pre-voted)
	Lot 329	Robin Suprun	Proxy to Keiran Credaro (pre-voted)
	Lot 330	Miss Jessie Elizabeth Mount	Owner present
<b>Chairperson</b>	Zac Courtney		
<b>Additional Attendees</b>	Zac Courtney Cindy Morgan Liam Camilleri		
<b>Apologies</b>	Robin Suprun		



Motion 1				
APPOINTMENT OF CHAIRPERSON		Ordinary Resolution Submitted by Strata Committee		
That a representative of Melb OC be appointed as Chairperson of the meeting.				
Motion CARRIED.				
VOTES	Yes : 24	No: 0	Abs: 4	Inv: 1

Invalid Vote Reasons
1 invalid vote(s) - Non-financial

Item 2	
QUORUM	
The Chairperson will record whether a quorum of members is or is not present. A quorum of members is 50% or more of Lot Owners represented by either proxy or in person. Zac Courtney confirmed a quorum was not present.	

Motion 3				
MEETING PROCEDURE, VOTING CONDUCT, AND MEETING PROTOCOL		Ordinary Resolution Submitted by Strata Committee		
That the meeting adopts the voting procedure and meeting protocol in accordance with the <u>attached</u> .				
Motion CARRIED.				
VOTES	Yes : 24	No: 0	Abs: 4	Inv: 1

Invalid Vote Reasons
1 invalid vote(s) - Non-financial

## Minutes of the Annual General Meeting

Owners Corporation for The Bay Apartments - Owners Corporation PS706194Y Plan No. PS706194Y

03 Sep 2024

Motion 4				
PREVIOUS AGM MINUTES		Ordinary Resolution Submitted by Strata Committee		
That the minutes of the last General Meeting, held on 20 MAR 2023 are adopted as being a true and accurate record of the meeting.				
Motion CARRIED.				
VOTES	Yes : 18	No: 0	Abs: 10	Inv: 1

<b>Invalid Vote Reasons</b>
1 invalid vote(s) - Non-financial

Motion 5				
CONSIDERATION OF REPORTS		Ordinary Resolution Submitted by Strata Committee		
That the reports attached are accepted.				
Motion CARRIED.				
VOTES	Yes : 22	No: 0	Abs: 6	Inv: 1

<b>Invalid Vote Reasons</b>
1 invalid vote(s) - Non-financial

Motion 6				
FINANCIAL STATEMENTS		Ordinary Resolution Submitted by Strata Committee		
That the Income & Expenditure Statement/s and Balance Sheet for the financial year ended 30 NOV 2023 as per attached, be accepted.				
Motion CARRIED.				
VOTES	Yes : 22	No: 1	Abs: 5	Inv: 1

<b>Invalid Vote Reasons</b>
1 invalid vote(s) - Non-financial

Motion 7				
AUDIT CERTIFICATE		Ordinary Resolution Submitted by Strata Committee		
Motion that the <u>attached</u> audit certificate provided by Balance Corporation for the year ending 30 NOV 2024 be accepted.				
Motion CARRIED.				
VOTES	Yes : 23	No: 1	Abs: 4	Inv: 1

<b>Invalid Vote Reasons</b>
1 invalid vote(s) - Non-financial

Motion 8

PROPOSED ADMINISTRATIVE & MAINTENANCE FUND BUDGET

Ordinary Resolution  
Submitted by Strata Committee

That the proposed Maintenance and Administration Fund Budget for the period 1 DEC 2023 to 30 NOV 2024 be approved and that the fees for the Owners Corporation based on lot liability are due and payable quarterly in advance, effective from 1 DEC 2023.

A quarterly breakdown of the fees due and payable is as follows:

Date of Fees Due	Administration Fund	Maintenance Fund	Levy Period
1st December 2023	\$87,654.05	\$0.00	1st December 2023 - 29th February 2024
1st March 2024	\$87,654.05	\$0.00	1st March 2024 - 31st May 2024
1st June 2024	\$87,654.05	\$0.00	1st June 2024 - 31st August 2024
1st September 2024	\$112,000.69	\$31,929.15	1st September 2024 - 30th November 2024
Total	\$374,962.84	\$31,929.15	

Motion CARRIED.

VOTES

Yes : 20

No: 4

Abs: 4

Inv: 1

## Minutes of the Annual General Meeting

Owners Corporation for The Bay Apartments - Owners Corporation PS706194Y Plan No. PS706194Y

03 Sep 2024

### **Invalid Vote Reasons**

1 invalid vote(s) - Non-financial

### **Motion 9**

#### **PENALTY INTEREST ON ARREARS**

#### **Ordinary Resolution**

Submitted by Strata Committee

That pursuant to S.29 of the Owners Corporations Act 2006, the Owners Corporation will charge interest at the maximum rate of interest payable under the Penalty Interest Rate Act 1983 on any monies owed by a member to the Owners Corporation after the due date.

**Motion CARRIED.**

#### **VOTES**

Yes : 20

No: 1

Abs: 7

Inv: 1

### **Invalid Vote Reasons**

1 invalid vote(s) - Non-financial

### **Motion 10**

#### **COST RECOVERY**

#### **Ordinary Resolution**

Submitted by Strata Committee

That the Owners Corporation resolve to recover outstanding Owners Corporation fees and charges by action in a Court of competent jurisdiction, including but not limited to the Magistrates Court and VCAT and THAT the Owners Corporation may recover as a debt due from the person, persons or company in default or breach, the costs, charges and expense incurred by the Owners Corporation (not including the personal time cost of any person acting in an honorary capacity, including the Chairperson or Committee Member of the Owners Corporation) arising out of any default or breach by any lot Owner or Occupier of a Lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2018.

**Motion CARRIED.**

#### **VOTES**

Yes : 26

No: 0

Abs: 2

Inv: 1

### **Invalid Vote Reasons**

1 invalid vote(s) - Non-financial

## Minutes of the Annual General Meeting

Owners Corporation for The Bay Apartments - Owners Corporation PS706194Y Plan No. PS706194Y  
03 Sep 2024

### Motion 11

#### FINAL FEE NOTICE

#### Ordinary Resolution

Submitted by Strata Committee

A Final Fee Notice will be issued to members with arrears of 28 days or more. The cost for issuing this notice is \$77.00 payable to Melb OC. To ensure the costs of the Owners Corporation are kept to a minimum the lot owner receiving the Final Fee Notice will be responsible for the cost incurred.

**Motion CARRIED.**

#### VOTES

Yes : 24

No: 1

Abs: 3

Inv: 1

#### Invalid Vote Reasons

1 invalid vote(s) - Non-financial

### Motion 12

#### INSURANCE POLICY

#### Ordinary Resolution

Submitted by Strata Committee

That the Owners Corporation accept the attached insurance policy.

**Motion CARRIED.**

#### VOTES

Yes : 26

No: 1

Abs: 1

Inv: 1

#### Invalid Vote Reasons

1 invalid vote(s) - Non-financial

### Motion 13

#### INSURANCE EXCESS

#### Ordinary Resolution

Submitted by Strata Committee

<p>The Owners Corporation Members resolve that the payment of the excess imposed on claims made against the policy, will be the responsibility of the individual lot where the damage or insurable event has been caused by an act or omission or flow of water from their private lot.</p> <p>It was further resolved that the Owners Corporation will only be responsible for the payment of the excess imposed on claims made against the policy where the damage or insurable event has been caused by an act or omission on or from the common property or a common property service.</p>				
Motion CARRIED.				
VOTES	Yes : 24	No: 0	Abs: 4	Inv: 1

Invalid Vote Reasons
1 invalid vote(s) - Non-financial

Motion 14				
INSURANCE – MANAGER’S DISCLOSURE		Ordinary Resolution Submitted by Strata Committee		
Members resolved to acknowledge that Melb OC is an authorized representative of Whitbread Insurance Brokers. Melb OC is qualified to give general advice and factual advice about insurance, not personal advice. If the members require specialist insurance advice, Melb OC can refer the Members to an Insurance Advisor. The Members should read the specific Product Disclosure Statement before making a decision to purchase that insurance.				
Motion CARRIED.				
VOTES	Yes : 24	No: 1	Abs: 3	Inv: 1

Invalid Vote Reasons
1 invalid vote(s) - Non-financial

Motion 15	
APPOINTMENT OF PUBLIC OFFICER	Ordinary Resolution Submitted by Strata Committee
<p>That Simon Saint-John be empowered to act as Public Officer as defined under the Income Tax Assessment Act 1936 (ITTA) on behalf of the owners corporation.</p>	

Motion CARRIED.				
VOTES	Yes : 23	No: 1	Abs: 4	Inv: 1

Invalid Vote Reasons
1 invalid vote(s) - Non-financial

Motion 16				
ESSENTIAL SAFETY MEASURES		Ordinary Resolution Submitted by Strata Committee		
<p>An Owners Corporation has a statutory responsibility to maintain all Essential Safety Measures (ESMs) within the building, including, the maintenance of exits and paths of travel, so to ensure the safety of all occupiers in the complex. All buildings (apart from a Class 1A Residential development), must conduct regular inspections and service of the building's Essential Safety Measures, such as fire detection and alarm systems and fire extinguishers.</p> <p>The Owners Corporation Members resolve to meet their compulsory obligations to test and maintain all fire and safety equipment in terms of Owners Corporations Act 2006, and to the Australian Standards nominated on the Certificate of Occupancy, or any other standards that may have been relevant at the build date, including paths of travel.</p> <p>It was further resolved that a specialist essential service contractor be appointed to act as the agent for the Owners Corporation, for the specific purposes of conducting scheduled inspections and having the authority to sign the Annual Essential Safety Measures Report (AESMR) on behalf of the Owners Corporation in accordance with all statutory obligations.</p> <p>The Owners Corporation Members resolve that Melb OC has authority to affect immediate repairs to meet ongoing compliance and avoid fines and / or a building order to be imposed on the Owners Corporation.</p>				
Motion CARRIED.				
VOTES	Yes : 24	No: 1	Abs: 3	Inv: 1

Invalid Vote Reasons
1 invalid vote(s) - Non-financial

Motion 17	
FIRE PROTECTION - SOLE OCCUPANCY UNITS	Ordinary Resolution Submitted by Strata Committee

It is acknowledged that in the interest of taking all reasonable steps to ensure compliance and minimize the fire risk of the building, members are asked to:

- notify the owners corporation manager of any penetrations within their private unit and;
- check the fire doors to their private unit and;
- maintain individual smoke alarms & air conditioning systems within their own private unit.

**Motion CARRIED.**

<b>VOTES</b>	Yes : 24	No: 0	Abs: 4	Inv: 1
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**Invalid Vote Reasons**

1 invalid vote(s) - Non-financial

**Motion 18**

**DELEGATION OF POWERS**

**Ordinary Resolution**  
Submitted by Strata Committee

That the Committee be delegated all of the powers and functions that are delegated under S.11 of the Owners Corporations Act 2006 (except for the powers or functions that require a unanimous or special resolutions, or the power to delegate or the powers delegated to the Manager).

**Motion CARRIED.**

<b>VOTES</b>	Yes : 25	No: 1	Abs: 2	Inv: 1
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**Invalid Vote Reasons**

1 invalid vote(s) - Non-financial

**Item 19**

**GENERAL BUSINESS**



Discussion of General Business.
<div><div></div><div><div><div>-</div><div>It was agreed for a formal review of the maintenance schedule to be deferred to the committee.</div></div><div><div>-</div><div>It was agreed for the visitor parking arrangements to be deferred to the committee.</div></div><div><div>-</div><div>It was agreed for Melb OC to obtain quotes on the intercom system and present to committee.</div></div><div><div>-</div><div>It was agreed for Melb OC to install automatic air fresheners in each lobby.</div></div></div></div>

ELECTION OF COMMITTEE		
Election of Ordinary Member		
<div>It was resolved to increase the amount of committee members from seven to eleven. Moved by Keiran Credaro Second by Judith Holt Motion Carried</div>		
Name	Details	Outcome
Judith Ann Holt		Elected, reason: Elected Unopposed
Robin Claire Suprun		Elected, reason: Elected Unopposed
Keiran Credaro		Elected, reason: Elected Unopposed
James Donald Saint-John		Elected, reason: Elected Unopposed
Milada Huric		Elected, reason: Elected Unopposed
Damian John Hind		Elected, reason: Elected Unopposed
Megan Kennett		Elected, reason: Elected Unopposed
Gonca Naciye Ince		Elected, reason: Elected Unopposed
Cristina Muir		Elected, reason: Elected Unopposed
Simon Saint-John		Elected, reason: Elected Unopposed

Tim Stroh		Elected, reason: Elected Unopposed
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# Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

## 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.

## **SCHEDULE 2**

Regulation 8

### **MODEL RULES FOR AN OWNERS CORPORATION**

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

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

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

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

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

##### **1.3 Waste disposal**

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

## **2 Management and administration**

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

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

- (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 his or her 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.

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

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

- (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.

### **3.3 Damage to common property**

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

- (3) An approval under subrule (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.

#### **4 Lots**

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

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

##### **Example**

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

#### **5 Behaviour of persons**

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

An owner or occupier of a lot must take all reasonable steps to ensure that 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.

## **5.2 Noise and other nuisance control**

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

## **6 Dispute resolution**

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, 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**.
-

### SCHEDULE 3

#### Regulation 12

#### STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

##### **What is an owners corporation?**

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

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**RESIDENTIAL TENANCIES ACT 1997**  
**RESIDENTIAL TENANCIES REGULATIONS 2021 REGULATION 10(1)**  
**RESIDENTIAL RENTAL AGREEMENT**  
Ver.9.3.CAV.OA/1223

- 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. May 10, 2024

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      **237/218 Bay Road,  
SANDRINGHAM, VIC, 3191,**

**3. Rental provider details**

Name:      **Siddharth Kothari & Sweta Ajmera (BAY)**

**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>Brianna Kiss</b>
Current Address	<b>237/218 Bay Road, Sandringham, VIC, 3191</b>
Email of Renter 1	<b>bree.kiss22@gmail.com</b>
Phone number of Renter 1	<b>0422153441</b>

**Note:** If there are more than four renters, include details on an extra page.



**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 6 months Agreement)  
Start date: **19/05/2024** (this is the date the agreement starts and you may move in)

End date: **18/11/2024**

**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 (\$) **\$624.00** (payable in advance)  
To be paid per ☐ week ☒ fortnight ☐ calendar month  
Day rent is to be paid every fortnightly.  
Date first rent payment due **18/05/2024**

**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: **\$1,355.00**  
Date bond payment due: **Paid**

**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

**bree.kiss22@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	<b>Nicholas Nur Putra</b>
Emergency phone number	<b>03 9017 5881</b>
Emergency email address	<b>rental.oakleigh@xynergy.com.au</b>

**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.

**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.

**RESIDENTIAL TENANCIES ACT 1997**  
**RESIDENTIAL TENANCIES REGULATIONS 2021**  
**REGULATION 10(1)**  
**RESIDENTIAL RENTAL AGREEMENT**

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 Ingoing 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 Ingoing Condition Report provided must be signed and returned to the AGENT within 5 business days after entering into occupation of the premises let.

**RESIDENTIAL TENANCIES ACT 1997**  
**RESIDENTIAL TENANCIES REGULATIONS 2021**  
**REGULATION 10(1)**  
**RESIDENTIAL RENTAL AGREEMENT**

- (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.

**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 (l).

**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;

- (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 provided 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

**RESIDENTIAL TENANCIES ACT 1997**  
**RESIDENTIAL TENANCIES REGULATIONS 2021**  
**REGULATION 10(1)**  
**RESIDENTIAL RENTAL AGREEMENT**

- 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.



**RESIDENTIAL TENANCIES ACT 1997**  
**RESIDENTIAL TENANCIES REGULATIONS 2021**  
**REGULATION 10(1)**  
**RESIDENTIAL RENTAL AGREEMENT**

**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*

**Nicholas Nur Putra**  
*Name*

*Date* May 8, 2024

RENTER(S)



Brianna Kiss (May 10, 2024 18:18 GMT+10)

Signature of RENTER 1

**Brianna Kiss**  
*Name*

*Date* May 10, 2024

**RESIDENTIAL TENANCIES ACT 1997  
RESIDENTIAL TENANCIES REGULATIONS 2021  
REGULATION 10(1)  
RESIDENTIAL RENTAL AGREEMENT**

**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: 8 May 2024*












# PT1155 - RRA

Final Audit Report

2024-05-10

Created:	2024-05-08
By:	Xynergy Realty (rental.oakleigh@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAExGJq9IBJFpgMc88TLNwXyei4pO9JfkU

## "PT1155 - RRA" History

-  Document created by Xynergy Realty (rental.oakleigh@xynergy.com.au)  
2024-05-08 - 07:51:43 GMT- IP address: 117.54.99.210
-  Document emailed to pm3.oa@xynergy.com.au for signature  
2024-05-08 - 07:53:19 GMT
-  Email viewed by pm3.oa@xynergy.com.au  
2024-05-08 - 08:00:36 GMT- IP address: 66.249.84.169
-  Signer pm3.oa@xynergy.com.au entered name at signing as Nicholas Nur Putra  
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-  Document e-signed by Nicholas Nur Putra (pm3.oa@xynergy.com.au)  
Signature Date: 2024-05-08 - 08:12:37 GMT - Time Source: server- IP address: 103.79.105.168
-  Document emailed to bree.kiss22@gmail.com for signature  
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-  Email viewed by bree.kiss22@gmail.com  
2024-05-10 - 08:17:03 GMT- IP address: 66.249.84.199
-  Signer bree.kiss22@gmail.com entered name at signing as Brianna Kiss  
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-  Document e-signed by Brianna Kiss (bree.kiss22@gmail.com)  
Signature Date: 2024-05-10 - 08:18:15 GMT - Time Source: server- IP address: 49.199.181.213
-  Agreement completed.  
2024-05-10 - 08:18:15 GMT