

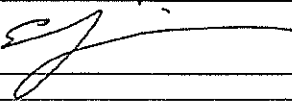
Vendor Statement

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	6/1 Hendry Street, Sunshine West 3020	
Vendor's name	Erica Lena Tarquinio	Date 9/4/21
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)

(a) Their total does not exceed:

\$2,500.00

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

To

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title documents.

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

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

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):

Not Applicable.

6. OWNERS CORPORATION

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

6.1 Attached is a current owners corporation certificate with its required accompanying documents and statements, issued in accordance with section 151 of the Owners Corporations Act 2006.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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*.

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (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.)

- Vacant Residential Land or Land with a Residence
- Attach Due Diligence Checklist (this will be attached if ticked)

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

Page 1 of 2

VOLUME 09111 FOLIO 750

Security no : 124089027443T
Produced 31/03/2021 02:55 PM

LAND DESCRIPTION

Lot 6 on Registered Plan of Strata Subdivision 006456.
REGISTRATION OF DEALINGS WITH THIS LOT IS RESTRICTED
PARENT TITLE Volume 08177 Folio 770

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ERICA LENA TARQUINIO of 30 GOSSE STREET EAST SIDE NT 0870
AM726291M 26/04/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM726292K 26/04/2016
BENDIGO AND ADELAIDE BANK LTD

COVENANT (as to whole or part of the land) in instrument 2037783

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 or Section 12 Strata Titles Act 1967 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

DIAGRAM LOCATION

SEE RP006456 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 6 1 HENDRY STREET SUNSHINE WEST VIC 3020

ADMINISTRATIVE NOTICES

NIL

eCT Control 03500L BENDIGO AND ADELAIDE BANK LTD - SAFE CUSTODY
Effective from 21/07/2017

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP006456



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

Page 2 of 2

DOCUMENT END

PLAN OF STRATA SUBDIVISION		EDITION 1		RP006456	
LOCATION OF LAND PARISH: DERRIMUT TOWNSHIP: - SECTION: 9 CROWN ALLOTMENT: - CROWN PORTION: B (PT) TITLE REFERENCE: VOL. 8177 FOL. 770 LAST PLAN REFERENCE: LOT 464 ON LP11779 DEPTH LIMITATION: DOES NOT APPLY POSTAL ADDRESS: 1 HENDRY STREET, SUNSHINE WEST 3020			FOR CURRENT OWNERS CORPORATION DETAILS AND ADDRESS FOR SERVICE OF NOTICE SEE OWNERS CORPORATION SEARCH REPORT		
			SURVEYOR'S CERTIFICATE Surveyor: FRANCIS O'HALLORAN Certification Date: 09/12/1974		
			SEAL OF MUNICIPALITY AND ENDORSEMENT Sealed pursuant to Section 6 (1) of the Strata Titles Act 1967 by CITY OF SUNSHINE on 28/02/1975		
			REGISTERED DATE: 01/10/1975		
			PLAN UPDATED BY REGISTRAR IN AN661031Q 09/01/2019		
DIAGRAM SHOWING THE EXTERNAL BOUNDARIES OF THE SITE AND THE LOCATION IN RELATION THERETO AT GROUND LEVEL OF ALL BUILDINGS IN THE PARCEL					
EASEMENT INFORMATION					
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)					
ENCUMBRANCES REFERRED TO IN SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN					
Easement Reference	Purpose	Width	Origin	Land Benefitted /In Favour Of	Plan Parcel Affected
E-1	SEWERAGE	1.83	C778160	M.M.B.W.	LOTS 1 TO 8 & CP
MEASUREMENTS ARE IN METRES					SHEET 1 OF 3

PLAN OF STRATA SUBDIVISION

RP006456

LEGEND

THE BUILDING IN THE PARCEL A PART OF WHICH IS CONTAINED IN LOTS 1 TO 8 IS A SINGLE STOREY BUILDING

THE UPPER BOUNDARY OF LOTS 1 TO 8 LIES WITHIN THE CEILING OF THAT PART OF THE BUILDING OF THE RELEVANT LOT.
THE LOWER BOUNDARY OF THESE LOTS LIES WITHIN THE FLOOR OF THAT PART OF THE BUILDING.

NO BUILDING OR PART OF A BUILDING IS CONTAINED IN LOTS 9 TO 16.

THE UPPER BOUNDARY OF LOTS 9 TO 16 IS THREE METRES ABOVE THAT PART OF THE SITE OF THE RELEVANT LOT.
THE LOWER BOUNDARY OF THESE LOTS IS ONE METRE BELOW THAT PART OF THE SITE.

LOTS 9 TO 16 ARE ACCESSORY LOTS.

COMMON PROPERTY IS ALL OF THE LAND IN THE PLAN EXCEPT THE LOTS AND MAY INCLUDE LAND ABOVE
AND BELOW THE LOTS. COMMON PROPERTY MAY BE SHOWN AS "CP" ON DIAGRAMS.

BOUNDARIES DEFINED BY STRUCTURE OR BUILDING ARE SHOWN AS THICK CONTINUOUS LINES.
ANY OTHER BOUNDARY IS SHOWN BY A THICK BROKEN LINE.

LOCATION OF BOUNDARIES DEFINED BY STRUCTURE OR BUILDING:

MEDIAN: ALL BOUNDARIES

NOTICE OF RESTRICTION

THE LOTS SPECIFIED IN COLUMN 1 HEREUNDER ARE RESTRICTED LOTS.

THE LOTS SPECIFIED IN COLUMN 2 HEREUNDER ARE CAR PARK LOTS

COLUMN 1

LOTS 1 TO 8

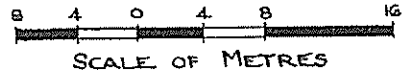
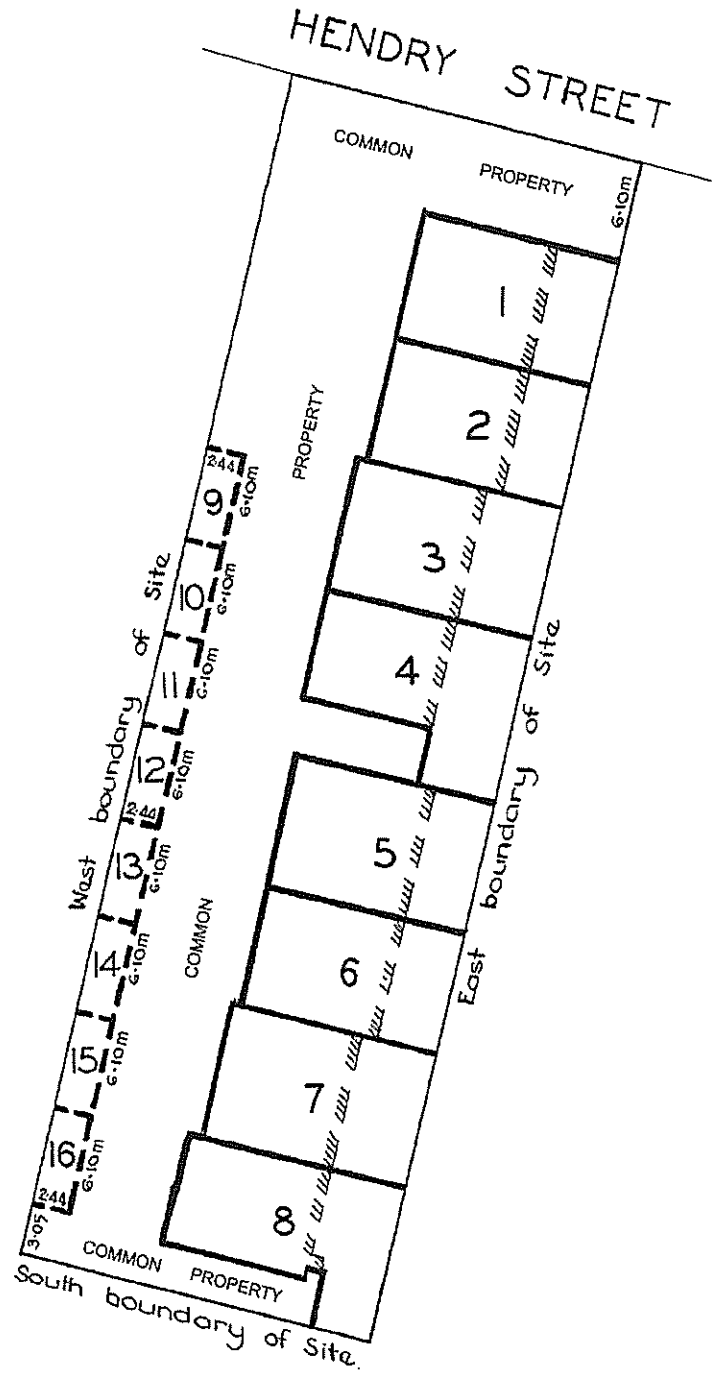
COLUMN 2

LOTS 9 TO 16

REGISTRATION OF DEALINGS WITH THE LOTS SPECIFIED IN COLUMN 1 IS RESTRICTED.

PLAN OF STRATA SUBDIVISION

RP006456



MEASUREMENTS ARE IN METRES

SHEET 3

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

VOLUME 09111 FOLIO 758

Security no : 124089027031R
Produced 31/03/2021 02:48 PM

LAND DESCRIPTION

Lot 14 on Registered Plan of Strata Subdivision 006456.
CAR PARK
PARENT TITLE Volume 08177 Folio 770

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
ERICA LENA TARQUINIO of 30 GOSSE STREET EAST SIDE NT 0870
AM726291M 26/04/2016

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AM726292K 26/04/2016
BENDIGO AND ADELAIDE BANK LTD

COVENANT (as to whole or part of the land) in instrument 2037783

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DIAGRAM LOCATION

SEE RP006456 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 6 1 HENDRY STREET SUNSHINE WEST VIC 3020

ADMINISTRATIVE NOTICES

NIL

eCT Control 03500L BENDIGO AND ADELAIDE BANK LTD - SAFE CUSTODY
Effective from 21/07/2017

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. RP006456

DOCUMENT END

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Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. RP006456

The land in RP006456 is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 16.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
VICTORIA BODY CORPORATE SERVICES PTY LTD 64 FENNELL STREET PORT MELBOURNE VIC 3207

AH479020N 07/09/2010

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:
NIL

Additional Owners Corporation Information:
NIL

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	40	40
Lot 2	40	40
Lot 3	40	40
Lot 4	35	35
Lot 5	40	40
Lot 6	40	40



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 31/03/2021 03:00:49 PM

OWNERS CORPORATION
PLAN NO. RP006456

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	40	40
Lot 8	40	40
Lot 9	2	2
Lot 10	2	2
Lot 11	2	2
Lot 12	2	2
Lot 13	2	2
Lot 14	2	2
Lot 15	2	2
Lot 16	2	2
Total	331.00	331.00

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

Statement End.

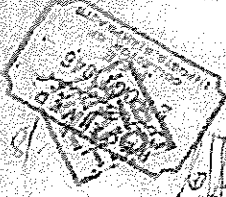
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4387617

O'DONOHUE & GREEN
VICTORIA

MICROFILMED
2037783

TRANSFER OF LAND



KEEP

SUNSHINE PARK PROPRIETARY LIMITED formerly of Henty House 501 Little Collins Street Melbourne but now of 341 Collins Street Melbourne in the State of Victoria being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances

notified hereunder in consideration of the sum of THIRTY-FOUR POUNDS paid to it by GIOVANNI GANDOLFO Produce Merchant and ANGELA GANDOLFO Married Woman both of 159 Chapel Street North Melbourne;



DOTH HEREBY TRANSFER to the said Giovanni Gandolfo and Angela Gandolfo as joint tenants ALL the estate and interest in ALL THAT piece of land being Lot 2 480, 481 on Plan of 482, 483, 484, 485, 486, 487 and 488 on Plan of Subdivision No. 11773 lodged in the Office of Titles and being part of Crown Portion B

MS 30/10/16



Section 3 Parish of Derrimut County of Bourke and being part of the land more particularly described in Certificate of Title Volume 5180 Folio 1061805 AND the said Giovanni Gandolfo and Angela Gandolfo

DOTH HEREBY for themselves, heirs, executors, administrators and transferees registered proprietor or proprietors for the time being of the said land hereby transferred or any parts thereof COVENANT with the said Sunshine Park Proprietary Limited its successors and/or transferees registered proprietor or proprietors for the time being of the land now comprised in the said Certificate of Title that they or they will not at any time hereafter use or permit or allow to be used such land hereby transferred or any part or parts thereof for quarrying or brick-making operations or dig carry away or remove any marl stone earth clay gravel or sand from off the said land hereby transferred AND IT IS REQUESTED that this covenant shall be noted on and appear on every future Certificate of Title for the said land or any part or parts thereof as an encumbrance affecting the same.

560
-805 part
area
21-22-50
Bridgman
21.7.47

DATED the 11th day of October One thousand nine hundred and forty-six.

THE COMMON SEAL of SUNSHINE PARK PROPRIETARY LIMITED was herewith affixed

in the presence of W. H. Jackson Directors A. Jackson Secretary

SIGNED in Victoria by the said GIOVANNI GANDOLFO and ANGELA GANDOLFO in the presence of O. Hodgson

Angela Gandolfo
G. Gandolfo

ENCUMBRANCES REFERRED TO

26.11.46

IMAGED

I, GIOVANNI GANDOLFO and ANGELA GANDOLFO - - - -
 the within-named Transferees hereby declare that the transaction to which the within written Instrument
 relates is not in contravention of the provisions of the National Security (Land Transfer) Regulations
 and that the said Instrument has not been executed in contravention of the said Regulations

SIGNED in Victoria by the said GIOVANNI
GANDOLFO and ANGELA GANDOLFO - - -
 in the presence of

ODDONOHUE & GREEN
 Solicitors
 MELBOURNE

TRANSFER

MR. AND MRS. CARROZZO

REGISTERING PART PER. LTD.

DATE

MEMORIAL OF INSTRUMENT

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OR SYMBOL THEREON
TRANSFER AS TO PART	THE 25 th DAY OF <i>October</i> 19 <i>46</i>	TO <i>Giovanni Gandolfo</i> and <i>Angela Gandolfo</i>	<i>2037783</i>

J.D. Hewison

ASSISTANT REGISTRAR OF TITLES

I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME
 LAST MENTIONED IN THE REGISTER BOOK VOL. **5160** FOL. **1031805**

J.D. Hewison

ASSISTANT REGISTRAR OF TITLES



VICTORIA
BODY CORPORATE
SERVICES PTY LTD
your strata care company

64 Fennell Street
Port Melbourne Vic 3207
Locked Bag 1291
Port Melbourne Vic 3207

ABN 85 007 034 522
t. (03) 8531 8100
f. (03) 8531 8190
e. vbcs@vbcs.com.au
www.vbcs.com.au

01 April 2021

TAYLOR WHELAN & WHELAN
PO Box 178
Bendgo VIC 3552

PLAN OF SUBDIVISION NO. RP6456
1 HENDRY STREET, SUNSHINE WEST
LOT NO: 6
UNIT NO: 6

We refer to your application and enclose Owners Corporation Certificate for the above property.

PLEASE NOTE:
OWNERS CORPORATION ACT 2006

134. Address of new owners

- (1) A lot 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.
- (2) A person who acquires a lot must advise the owners corporation of the person's name and address within one month of the completion of the contract.

Delivery of Documents

If a request for a certificate or documents is made by email, or if an email address is provided with a request, the certificate or documents will be delivered by email. Where an email address is not provided and a facsimile number is provided, the certificate or documents will be delivered by facsimile. The only documents which will not be delivered by email or facsimile are documents which require production of the original such as a lease, licence, special privilege or any deed of assignment or transfer. Certificates and documents will only be forwarded by post when an email address or facsimile number is not provided. Where delivery is by email or facsimile, the original documents will not be posted.

Documents for Execution by Owners Corporation

Any document prepared by a party for execution by the owners corporation must use the correct terminology. Reference must not be made to body corporate unless the context

requires this.

For any document to be executed under the common seal of the owners corporation, the sealing clause must comply with the requirements of section 21 of the Owners Corporations Act 2006.

Any document which makes incorrect reference to body corporate when owners corporation is appropriate, or has a sealing clause which does not meet the requirements of section 21 of the Owners Corporation Act 2006 will be returned to the party forwarding the document for correction.

Assignment or Transfer of Interest in a Lease, Licence or Special Privilege

Parties who seek to assign the interest in a lease, licence or special privilege to common property granted by the owners corporation in conjunction with the sale of a lot must take note of the following and ensure that all required matters are properly completed.

It is the responsibility of the vendor:

- to produce the lease, licence or special privilege and any antecedent assignment required by the covenants of the agreement; and
- to provide to the purchaser the documentation which the parties intend to rely upon in seeking to transfer any right under a lease, licence or special privilege.

The vendor and purchaser will agree as to the whether the vendor or purchaser will prepare any required the documentation necessary to effect assignment or transfer of the rights.

Any document or deed of assignment or transfer which is to be executed by the owners corporation is required to be sealed pursuant to section 20 of the Owners Corporations Act 2006. This may necessitate a committee meeting is convened or a postal ballot pursuant to Part 4 of Division 5 of the Owners Corporations Act 2006 is conducted in order to approve the transfer and execution of documents. In order to allow sufficient time to seek the necessary consent of the owners corporation, at least 20 working days must be allowed for approval of documents. The approval of any assignment or transfer is by the owners corporation and not by Victoria Body Corporate Services Pty Ltd. If the owners corporation wishes to seek legal advice regarding the assignment or transfer of a lease, licence or special privilege this may extend the time required.

If any required prior assignment or transfer has not been undertaken and the chain of assignment to the current claimant of the grant is not completed, it is the responsibility of the vendor and/or purchaser to determine if the failure to complete antecedent assignments or transfers can be rectified in accordance with the terms of the grant and then take such steps as are necessary to satisfy the requirements of the agreement and owners corporation.

If an assignment or transfer has not been made, the terms of the grant may determine that the agreement has been extinguished on that failure and thus the right comprehended by the original grant cannot be transferred. If the vendor or purchaser wish to re-enliven the rights previously granted, it will be necessary to comply with section 14 of the Owners Corporations Act 2006 which requires that the owners corporation approve the grant by passing a special resolution.

The cost of any work associated with the assignment of a lease or licence, including file searches, is not included in the fee for the provision of an owners corporation certificate and will be charged at our current professional rates. This will include seeking the approval of the committee or owners corporation by way of general meeting, committee meeting or postal ballot for the approval of the execution of any assignment documents by the owners corporation.

It is the obligation of the vendor to ensure that the purchaser is aware of these conditions and this should be done by providing a copy of this document to the purchaser as this office does not provide separate advice unless an owners corporation certificate is sought. The failure of the vendor to provide this advice will not alter the obligation of the purchaser to comply with the above.

Yours faithfully

VICTORIA BODY CORPORATE SERVICES PTY LTD

A handwritten signature in black ink, appearing to read 'Madeline Fawke', with a long horizontal flourish extending to the right.

MADELINE FAWKE
Property Conveyancing

Direct Telephone 8531 8195

Direct Email : occert@vbcs.com.au

OWNERS CORPORATIONS CERTIFICATE
Owners Corporations Act 2006 (Section 151)
Owners Corporations Regulations 2018 (Regulation 16)

Owners Corporation 1 HENDRY STREET
 1 Hendry Street
 Sunshine West 3020

Plan Number: RP6456

Vendor MS E L TARQUINIO
 Reference

This certificate is issued for Lot 6 on Plan Number RP6456 Lot Liability 42 Lot Entitlement 42
 the postal address of which is: 6/1 HENDRY ST,SUNSHINE WEST VIC 3020

1 Section 151(4)(a)(i)&(ii) Regulation 16(a)

The current fees for Administration Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
01/07/20 to 31/12/20	596.37	01/07/20	21/08/20	03/06/20
01/01/21 to 30/06/21	596.37	01/01/21	15/02/21	05/12/20
01/07/21****31/12/21	596.37	01/07/21		
01/01/22****30/06/22	596.37	01/01/22		

Regulation 16(b)

The Administration Fund fees are paid up until

30/06/21

Amount unpaid including billed not yet due \$-0.49

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Administration Fund Fees

\$-0.49

(Credit shown with -)

2 The current fees for Maintenance Fund for the above lot are:

Description	Amount	Due Date	Date Paid	Notice Date
-------------	--------	----------	-----------	-------------

Regulation 16(b)

The Maintenance Fund fees are paid up until

Amount unpaid including billed not yet due Nil

Section 151(4)(a)(iii) Regulation 16(c)

Unpaid Maintenance Fund Fees

Nil

(Credit shown with -)

3 Regulation 16(d) Administration Fund

The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date
-------------	--------	----------	-----------	-------------

Amount unpaid including billed not yet due Nil

Unpaid Administration Fund Special Fees

Nil

(Credit shown with -)

4 Regulation 16(d) Maintenance Fund

The following special fees or levies have been struck and are payable as follows:

Description	Amount	Due Date	Date Paid	Notice Date
-------------	--------	----------	-----------	-------------

Amount unpaid including billed not yet due Nil

Unpaid Maintenance Fund Special Fees

Nil

(Credit shown with -)

5 Section 151(4)(a)(iii) Other amounts owing

Purpose	Fund	Amount	Due Date	Amount Unpaid
---------	------	--------	----------	---------------

Interest Rate: 10.00

Interest to Certificate Date:

Nil

Daily Interest Accruing:

Nil

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot	6	On	Plan Number RP6456
1 to 5	Section 151(4)(a)(iii)	Regulation 16(c)	Summary of Amounts unpaid
Annual Fees			\$-0.49
Special Fees			Nil
Other Payments			Nil
Interest			Nil
Total Unpaid Fees and Charges:	(Unpaid amount including billed not yet due \$-0.49)		\$-0.49
6	Section 151(4)(a)(v)	Regulation 16(e)	The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above: Nil
7	Section 151(4)(a)(iv)	Regulation 16(f)	The owners corporation has the following insurance cover: See Attached INSURANCE DETAILS
8	Section 151(4)(a)(iv)	Regulation 16(g)	The members of the owners corporation resolved that the members may arrange their own insurance cover under section 63 of the Act. have not
9	Section 151(4)(a)(vi)	Regulation 16(h)	Total funds held by owners corporation (including any investment accounts): \$2,029.02
10	Section 151(4)(a)(vii)	Regulation 16(i)	The owners corporation does not have any contingent liabilities not otherwise shown or budgeted for in items 1 to 5 except the following: See Attached 'NON-BUDGET ITEMS'
11	Section 151(4)(a)(viii)	Regulation 16(j)	The owners corporation has not granted any lease, licence or has any agreements affecting the common property except the following: Nil
12	Section 151(4)(a)(ix)	Regulation 16(k)	The owners corporation has not made any agreement to provide services to members and occupiers for a fee except the following: Nil
13	Section 151(4)(a)(x)	Regulation 16(l)	The owners corporation has not been served with any notices or orders in the last 12 months that have not been satisfied except the following: Nil
14	Section 151(4)(a)(xi)	Regulation 16(m)	The owners corporation is not a party to any proceedings or aware of any circumstances which may give rise to proceedings except the following: Nil
15	Section 151(4)(a)(xii)	Regulation 16(n)	The owners corporation has resolved to appoint a manager, being: Victoria Body Corp Services Locked Bag 1291 Port Melbourne VIC 3207 Telephone: 03 8531 8100 Facsimile: 08 8531 8190 Email: wsanders@vbcs.com.au
16	Section 151(4)(a)(xiii)	Regulation 16(o)	No proposal has been made for the appointment of an administrator except as follows: Nil
17	Section 151(4)(b)(i)		A copy of the rules of the owners corporation is attached.
18	Section 151(4)(b)(ii)		A statement in the prescribed form providing advice and information to prospective purchasers and lot owners is attached.
19	Section 151(4)(b)(iii)	Regulation 16(p)	A copy of the minutes of the most recent Annual General Meeting of the owners corporation is attached.
20	Section 151(4)(b)(iv)		Other documents of a prescribed kind: Nil
21	Section 151(4)(b)(v)		Further information on prescribed matters can be obtained by inspection of the owners corporation register free of charge to an entitled person by appointment during business hours at the managers address noted in 15 above. Prescribed fees will apply for the provision of a copy of any document.
22	Other Matters		See Attached 'OTHER MATTERS'

Victoria
OWNERS CORPORATIONS CERTIFICATE (Continued)

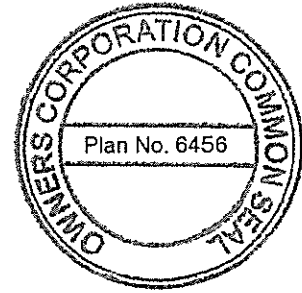
Lot

6

On

Plan Number RP6456

The Common Seal of Owners Corporation 1 HENDRY STREET PLAN OF SUBDIVISION NO. RP6456 was affixed on 01 April 2021 and witnessed by and in the presence of Victoria Body Corp Services by its duly authorised officer being a person authorised in accordance with Section 20(1) of the Owners Corporations Act 2006.



Dated: 01 April 2021

Owners Corporation Manager
Richard Eastwood

PR

INSURANCE DETAILS
1 HENDRY STREET

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
BUILDING	VRSC16004866	2,306,231	15/09/21	13/09/20	3,662.30
SCI (ALLIANZ)	BODY CORPORATE BROKERS				
CONTENTS	VRSC16004866	23,062	15/09/21	13/09/20	
SCI (ALLIANZ)	BODY CORPORATE BROKERS				
OFFICE BEARER	VRSC16004866	1,000,000	15/09/21	13/09/20	
SCI (ALLIANZ)	BODY CORPORATE BROKERS				
PUBLIC LIABILITY	VRSC16004866	20,000,000	15/09/21	13/09/20	
SCI (ALLIANZ)	BODY CORPORATE BROKERS				

Item 10 - Non-Budget Items

A SPECIAL LEVY MAY BE STRUCK TO DEFRAY THE COST OF COMPLIANCE IF REQUIRED FOR OCCUPATIONAL HEALTH AND SAFETY, ESSENTIAL SAFETY MEASURES AND ASBESTOS MANAGEMENT OBLIGATIONS. TO DATE NO LEVY ACCOUNT HAS ISSUED.

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 30/6/21 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.

AGM 2019

A SPECIAL LEVY MAY BE REQUIRED TO DEFRAY THE COST OF THE REPLACEMENT OF THE DRIVEWAY AND CARPORT CONCRETE. TO DATE NO QUOTES HAVE BEEN SOURCED OR LEVY ACCOUNT HAS BEEN ISSUED

AGM 2018 A SPECIAL LEVY MAY BE REQUIRED TO COVER THE COST OF GRINDING THE CONCRETE THAT HAS LIFTED CAUSING A TRIP HAZARD NEAR THE LETTER BOXES. TO DATE NO LEVY ACCOUNT HAS ISSUED.

Item 22 - Other Matters

THIS CERTIFICATE INCORPORATES AN ACCESSORY UNIT.

FEES DATED AFTER THE DATE OF ISSUE OF THE OWNERS CORPORATION CERTIFICATE MAY BE SUBJECT TO AMENDMENT AT ANY FURTHER ANNUAL GENERAL MEETING OF THE OWNERS CORPORATION.



VBCS

ABN 85 007 034 522

64 Fennell Street, Port Melbourne VIC 3207

Locked Bag 1291, Port Melbourne 3207

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www.vbcs.com.au

6456_ma_20200903
WS : SA

Interim Decisions of Annual General Meeting

Owners Corporation Plan No. 6456

1 Hendry Street, Sunshine West

Manager: Mr Wally Sanders
Dir. Tel: 8531 8125
Email: wsanders@vbcs.com.au

Date of Meeting: 3 September, 2020

Interim Decisions of the 2020 Annual General Meeting

Owners Corporation Plan No: 6456
Address: 1 Hendry Street, Sunshine West
Held at: Via Teleconference
Date: Thursday, 3 September 2020 at 5:00 pm

PRESENT :	<table border="0"> <thead> <tr> <th style="text-align: left;"><u>Name</u></th> <th style="text-align: left;"><u>Unit</u></th> </tr> </thead> <tbody> <tr> <td>Ms Krystal Sauvarin</td> <td>8</td> </tr> </tbody> </table>	<u>Name</u>	<u>Unit</u>	Ms Krystal Sauvarin	8
<u>Name</u>	<u>Unit</u>				
Ms Krystal Sauvarin	8				
IN ATTENDANCE :	Mr Wally Sanders, Victoria Body Corporate Services Pty Ltd				
APOLOGY :	Ms Lynette Noble 4				
CHAIRPERSON :	IT WAS RESOLVED to appoint Mr Wally Sanders to act as the Chairperson of the Meeting.				
MINUTES OF PREVIOUS ANNUAL GENERAL MEETING :	IT WAS RESOLVED that the Minutes of the Annual General Meeting held on 28.10.2019 as presented to the Meeting be confirmed as a true and accurate account of the proceedings at that Meeting.				
FINANCIAL STATEMENTS :	<p>IT WAS RESOLVED to approve and adopt the Financial Statements prepared by Victoria Body Corporate Services and consisting of the following:</p> <p>(a) Statement of Financial Performance for the year ended 30.06.2020; (b) Statement of Financial Position as at 30.06.2020.</p>				
DEFICIT LEVY :	<p>The Manager advised the members of the need to strike a deficit levy of \$417.26 to extinguish the deficit of \$417.26 as at 30.06.2020 and levy is payable by 14.09.2020.</p> <p>Notwithstanding the Manager's recommendations, IT WAS RESOLVED not to strike a levy of \$417.26 to extinguish the deficit of \$417.26 as at 30.06.2020.</p>				
FEES TO COVER GENERAL ADMINISTRATION & MAINTENANCE 01.07.2020 to 30.06.2021 :	IT WAS RESOLVED that pursuant to Section 23 of the <i>Owners Corporations Act 2006</i> , an amount of \$9,400.00 including GST, if applicable, be raised to meet the anticipated expenses for the current financial year of the Owners Corporation being 01.07.2020 to 30.06.2021. This Fund is to remain in force until the next Annual General Meeting.				
FEES :	<p>The fees per unit for the HALF YEAR commencing 1st JULY and JANUARY.</p> <p>(See attached Schedule of Fees.)</p>				

FEES CON'T :

IT WAS RESOLVED that pursuant to Section 31 of the *Owners Corporations Act 2006* the Manager will issue fee notices in the approved form and that the Date of Notice will be the production date of that notice.

LATE PAYMENT OF MAINTENANCE CHARGES AND LEVIES :

IT WAS RESOLVED that Maintenance charges and levies are payable within 28 days of the date of notice.

IT WAS FURTHER RESOLVED that the Owners Corporation will, pursuant to section 29 of the *Owners Corporation Act 2006*, apply interest to the amounts owing by a member after the due date at the rate fixed from time to time under the *Penalty Interest Rates Act 1983*. The Owners Corporation may recover as a debt due from the Lot Owner/s in default or breach, the cost and charges incurred by the Owners Corporation arising out of any default or breach under the *Owners Corporation Act 2006*, the *Owners Corporation Regulations 2018* Or the Owners Corporation Rules.

Any Lot Owner/s who fails to pay on their Final Fee Notice shall reimburse the Owners Corporation for any/all administrative, legal or other charges that may apply in the recovery of the debt. This includes any costs associated with recovery of the debt through VCAT, debt collection agency or enforcement of any Orders made against the Lot Owner/s.

ARREARS AS AT DATE OF MEETING :

The Manager advised the Meeting that there were several owners in arrears as at date of Meeting.

IT WAS RESOLVED that if these arrears are not paid by 30.09.2020 the Manager is instructed at their discretion to take legal action for recovery of same.

COMMITTEE REPORT :

There was no Committee Report.

COMMITTEE OF MANAGEMENT :

No Members were nominated to the Committee of Management therefore the Owners Corporation does not have a Committee.

IT WAS RESOLVED pursuant Section 98 of the *Owners Corporations Act 2006* to appoint Ms Krystal Sauvarin as Chairperson of the Owners Corporation.

DELEGATION TO THE CHAIRPERSON OF THE OWNERS CORPORATION :

IT WAS RESOLVED pursuant to Section 11 of the *Owners Corporations Act 2006* to delegate to the chairperson of the Owners Corporation all of the powers and functions requiring an ordinary resolution other than those reserved by the operation of the *Owners Corporations Act 2006*, the *Owners Corporations Regulations 2018*, the rules of the Owners Corporation, a resolution of the Owners Corporation pursuant to Section 82 of the *Owners Corporations Act 2006* or powers and functions which have been delegated to a member or the Manager or the appointment or termination of a Manager.

DELEGATION TO MANAGER :

IT WAS RESOLVED that pursuant to Section 11 of the *Owners Corporations Act 2006* the Owners Corporation delegate powers and functions to the Manager as set out in these minutes and the Contract of Appointment.

PERSON IN CONTROL OF A BUSINESS UNDERTAKING :

It was acknowledged that the Owners Corporation is the Person in Control of a Business Undertaking in regard to the common property for the purposes of Occupational Health & Safety legislation.

COMMON SEAL :

IT WAS RESOLVED pursuant to Section 20 of the *Owners Corporations Act 2006* to authorise the affixing of the common seal of the Owners Corporation to leases, licenses, assignments or transfer of leases or licenses, contracts and agreements required to be executed under the common seal of the Owners Corporation if approved by the Owners Corporation.

APPOINTMENT OF OWNERS CORPORATION MANAGER :

IT WAS RESOLVED that the Owners Corporation appoints Victoria Body Corporate Services Pty Ltd to be the Manager of the Owners Corporation in accordance with Section 119 of the *Owners Corporations Act 2006* using the Contract of Appointment.

INSURANCE :

IT WAS RESOLVED that pursuant to Part 3 Division 6 of the *Owners Corporations Act 2006*, the Manager continues the following cover on all the land and property in which the Owners Corporation has an insurable interest with the present Insurance Company.

Insurer :	SCI (ALLIANZ)	
		<u>Excess</u>
Building	\$2,196,411	Any Cause \$500
Public Liability	\$20,000,000	
Office Bearer	\$1,000,000	
Contents	\$21,964	

Members were reminded that Owners Corporation insurance **does not** cover contents, owners' chattels, including carpets and floating floors, inside the units. Each owner should have Contents Insurance which includes personal Public Liability. Landlords are advised to have Landlord's Contents cover.

OCCUPATIONAL HEALTH & SAFETY :

The Manager reminded members that compliance with the Occupational Health & Safety regulations is an ongoing obligation. Members should regularly monitor the property and advise the Manager of any new issues that may arise.

VBCS PLUS / CONTRACTORS :

The Manager advised the meeting that:

- the Owners Corporation should only engage contractors who have Public Liability insurance and where required, necessary licensing; and
- if a contractor engaged by the Owners Corporation, by act or omission, gives rise to a claim against the contractor and the contractor does not have the necessary insurance, an injured party may seek damages from the Owners Corporation; and

**VBCS PLUS /
CONTRACTORS
CON'T :**

- VBCS has a system which records details of contractor's insurance and licensing; and
- when seeking quotations on behalf of Owners Corporations or issuing work orders VBCS will only deal with those contractors who have provided Public Liability insurance and where required, necessary licensing, unless specifically directed by the Owners Corporation.

IT WAS RESOLVED that the Manager is to instruct works to be undertaken on behalf of the Owners Corporation, by contractors who have provided to the Manager details of all insurances and if required, licensing.

IT WAS FURTHER RESOLVED that if the Owners Corporation appoints a contractor for which the Manager does not have a record of the current Public Liability insurance and if required, licensing or it directs the Manager to engage such a contractor on its behalf, the Owners Corporation accepts liability for any claim which may arise by an act or omission of the contractor.

**GENERAL
BUSINESS :**

CARETAKER :

There was a discussion regarding the state of the common property and the service being provided by the current caretaker.

IT WAS RESOLVED that the Manager will arrange for 2 quotations to be obtained for the caretaking services at the property. These quotes will be forwarded to the Chairperson for their consideration and further instruction.

THERE BEING NO FURTHER BUSINESS THE MEETING WAS DECLARED CLOSED AT 6:00pm

.....
Chairperson

DATED this day of 2020

Prepared by
VICTORIA BODY CORPORATE SERVICES PTY LTD
LOCKED BAG 1291, PORT MELBOURNE 3207
Tel. 8531 8100
15/09/2020 – WS (SA)

Owners Corporation Plan No. 6456

1 Hendry Street, Sunshine West

Schedule of Fees

<u>Lot No</u>	<u>01/07/20 to 31/12/20</u> <u>01/01/21 to 30/06/21</u>	<u>01/07/21 to 31/12/21</u>
1	\$596.37	\$596.37
2	\$596.37	\$596.37
3	\$596.37	\$596.37
4	\$525.38	\$525.38
5	\$596.37	\$596.37
6	\$596.37	\$596.37
7	\$596.37	\$596.37
8	\$596.37	\$596.37
TOTAL	\$4,699.97	\$4,699.97

Notice pursuant to Section 78 of the *Owners Corporations Act 2006*

As the general meeting did not have a quorum, Section 78 of the *Owners Corporations Act 2006* determines that the resolutions passed at that meeting are interim resolutions and take effect in accordance with that section. We set out subsections (78(1) to 78(4) inclusive and draw your attention to section 78(4).

- (1) *Subject to subsection (4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.*
- (2) *Notice of all interim resolutions and the minutes of the meeting at which the interim resolution is made must be forwarded to all lot owners within 14 days of the meeting.*
- (3) *The minutes must be accompanied by a notice setting out the effect of subsection (4).*
- (4) *Interim resolutions become resolutions of the owners corporation—*
 - (a) *subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or*
 - (b) *if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or*
 - (c) *if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.*

Note

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

Information for Owners

Insurance

1. The Building and Public Liability policy is arranged in the name of the Owners Corporation for common property.
2. Most owners corporations are also required to insure all of the building affected by the Owners Corporation. Company share and stratum estate service companies are usually required by the company constitution or service agreement to insure all buildings within the development.
3. The policy covers the accidental loss and/or damage to the building and legal liability in relation to Owners Corporation common property.
The cover does not include wear and tear, or damage arising from inadequate or improper maintenance. An example of excluded cover would be water damage from porous bathroom tiles.
4. The building insurance policy covers damage to fixtures but not fittings.
The Owners Corporation policy does not extend to cover owner's contents such as furniture, carpets, floating floors, curtains, blinds, light fittings or electrical appliances that are not built in to or integral to the premises. If, for example, a fire causes damage to a kitchen, the Owners Corporation insurance policy covers damage to walls and ceilings, kitchen cupboards, bench tops and built-in appliances such as cook top, wall oven and dishwasher. These items are covered because they are fixtures which are considered part of the building.

Damage caused to the carpets, curtains and personal furnishings would not be covered under the Owners Corporation policy because those items are fittings, and are specifically excluded even if the loss is caused by the same act that damaged the fixtures. This exclusion extends to personal possessions such as furniture, electrical goods, bedding and clothing.

Any fixtures or fittings which a tenant is entitled to remove at the end of a tenancy are not part of a building and are not covered by the Owners Corporation building cover. Lot owners should ensure they, or their or tenant, have cover for such items.

5. The public liability policy only covers parties injured on common property where the Owners Corporation is found to be liable.

Areas of common property are set out in the plan of subdivision and may include stairwells, lifts, lobbies, gymnasiums and swimming pools. The public liability policy does not extend to cover injuries sustained by parties such as owners, visitors and friends which occur inside an apartment, courtyard, on a balcony or terrace, car space or storage unit.
6. All owners, whether resident or absentee, should have appropriate contents insurance policy which includes personal liability cover for injuries sustained inside a unit, the owner's car space or other area within the lot boundary.
7. The loss of rent cover provides compensation if an apartment is rendered uninhabitable due to an event under the policy. For an owner who occupies a premises, this cover provides for rental of a comparable accommodation whilst their lot is uninhabitable. For premises subject to a tenancy agreement, it provides compensation of the rent payable under the agreement during the period the premises are uninhabitable. If a building is not insured by the owners corporation, the loss of rent cover is not available.

For this cover to operate there is a requirement that the premises are not fit for habitation, not merely that damage causes inconvenience or a lessened rental opportunity. For example, a fire in a kitchen which damaged part of the kitchen cabinets but did not render an apartment uninhabitable would not give rise to a loss of rent.

8. Any excess applicable to a claim is met by the party making the claim or determined by the committee. If the claim is for damage to common property, the Owners Corporation meets the excess. Where the claim is for damage to a member's unit, the excess is met by the member making the claim.

Owners Portal & Website Information

Website

On our website www.vbcs.com.au you will find useful information relating to your property, background on VBCS and helpful links to make your Strata experience as simple and easy.

Owners Portal

Victoria Body Corporate Services' online portal provides you with free access to all important information about your property 24 hours a day, seven days a week. This information is only accessible to clients of VBCS.

Information for Owners:

- ✓ Minutes of AGM
- ✓ Notices of AGM
- ✓ Registered Rules
- ✓ Insurance valuation & report
- ✓ VBCS Newsletter
- ✓ Account balance & fin. status

Information for Committee Members (in addition to the Owners reports):

- ✓ Financial reports (all owners)
- ✓ Aged balance list
- ✓ Bank balances
- ✓ Committee reports

How can I access the portal?

- 1) Visit our website at www.vbcs.com.au and click on "Owners Login" on the top right corner.
- 2) Click "CREATE" and enter your StrataMax ID which is your StrataPay reference number from your levy notice excluding the last digit.
- 3) Enter your "Password" that has been sent to you by mail.
- 4) Click "UPGRADE" and follow the instruction to activate your account.

Already have an account?

If you already have a User Account setup; login to your account, click on "My properties" and link your property using the ID and Password you have received via mail.

I have multiple properties, how do I link them to my account?

Please log in to your account and go to "My properties". Link your property using the ID and Password you have received via mail.

What if I can't remember my password?

Please visit www.vbcs.com.au and click on "Owners Login". On the Sign-In box please click on "Having problems logging in?" to reset your password instantly. The new password will be sent to your email address.

If you encounter any issues regarding the portal we are happy to assist you.

Tel: 03 8531 8100
Email: vbcs@vbcs.com.au

Schedule 2—Model rules for an owners corporation

Regulation 11

1 Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

1.3 Waste disposal

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

2 Committees and sub-committees

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

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

3 Management and administration

3.1 Metering of services and apportionment of costs of services

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

4 Use of common property

4.1 Use of common property

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

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

7 Dispute resolution

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

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

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 Use 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.





**VICTORIA
BODY CORPORATE
SERVICES PTY LTD**
your strata care company

ABN 85 007 034 522

64 Fennell Street
Port Melbourne Vic 3207
Locked Bag 1291
Port Melbourne Vic 3207

t. (03) 8531 8100
f. (03) 8531 8190
e. vbcs@vbcs.com.au
www.vbcs.com.au

Plan of Subdivision No. RP6456

STATEMENT

MS E L TARQUINIO
29 CARPENTER STREET
BENDIGO VIC 3550

Statement Period			
01 Jul 19 to 01 Apr 21			
A/c No	6	Lot No	6
Page Number	1 of 2	Unit No	6

Last Certificate Issued: 06/04/16 Transfer Date: 19/04/16

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward			0.68	-0.68
01/07/19	Admin Fund	01/07/19 To 31/12/19	I0010111	596.37		595.69
22/07/19	Receipt	Admin Fund	R0010142		595.69	0.00
07/12/19	Admin Fund	01/01/20 To 30/06/20	I0010119	596.37		596.37
31/01/20	Interest Jnl	Interest To 31/01/20	J0011488	5.07		601.44
10/02/20	Receipt	Admin Fund	R0010151		589.67	11.77
10/02/20	Receipt	Interest	RA010151		6.70	5.07
10/02/20	Interest Jnl	Interest To 10/02/20	J0011495	1.63		6.70
29/02/20	Interest Jnl	Interest To 29/02/20	J0011512	0.03		6.73
31/03/20	Interest Jnl	Interest To 31/03/20	J0011535	0.06		6.79
30/04/20	Interest Jnl	Interest To 30/04/20	J0011553	0.05		6.84
31/05/20	Interest Jnl	Interest To 31/05/20	J0011568	0.06		6.90
03/06/20	Admin Fund	01/07/20 To 31/12/20	I0010127	596.37		603.27
30/06/20	Interest Jnl	Interest To 30/06/20	J0011604	0.05		603.32
31/07/20	Other	Arrears Notice Fee	M0000037	27.50		630.82
31/07/20	Interest Jnl	Interest To 31/07/20	J0011641	5.13		635.95
14/08/20	Other	Arrears Notice Fee	M0000040	38.50		674.45
21/08/20	Receipt	Admin Fund	R0010158		605.39	69.06
More details on next page...				\$1,867.19	\$1,798.13	\$69.06

Over 90 Days	90 Days	60 Days	30 Days	Current	BALANCE DUE:	\$-0.49
0.00	0.00	0.00	0.00	-0.49	Date Paid	Amount Paid

Tel: 1300 552 311 Telephone: Call this number to pay by credit card using a land line or mobile phone. International +613 8648 0158
Ref: 1467 9672 9

www.stratamax.com.au Internet: Visit this website to make a secure credit card payment over the internet.
Ref: 1467 9672 9

Tel: 1300 552 311 Direct Debit: Make auto payments directly from your nominated bank account or credit card. Go to www.stratapay.com/addr to register.
Ref: 1467 9672 9

By using StrataPay payment options you are taken to have read and agreed to the User Terms & Conditions available at www.stratapay.com or by phoning 1300 135 610. Additional charges may apply.



StrataPay Reference No.

1467 9672 9

Due Date

Amount

\$-0.49

Account Reference
616 6456/1000000005
Reference Name
TARQUINIO E L



Managed by
VBCS PTY LTD
Account
OCP 6456
1 HENDRY STREET
SUNSHINE WEST 3020

DEFT Reference Number
301975181 1000 0000 061



*442 301975181 10000000061

BPAY Biller Code: 96503 BPay: Contact your participating financial institution to make a payment from your cheque or savings account.
Ref: 301975181 1000 0000 061

Post billpay In Person: Pay by cash, cheque or EFTPOS at any Post Office in Australia. Payments made at Australia Post will incur a \$2.75 DEFT processing fee.

Mail: Send this payment with your cheque to DEFT Payment Systems, GPO Box 2174 MELBOURNE VIC 3001
Make cheques payable to: OCP 6456 1 HENDRY STREET SUNSHINE WEST 3020

+301975181 10000000061<

000000049<3+



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www.vbcs.com.au

Plan of Subdivision No. RP6456

STATEMENT

--

MS E L TARQUINIO 29 CARPENTER STREET BENDIGO VIC 3550
--

Statement Period			
01 Jul 19 to 01 Apr 21			
A/c No	6	Lot No	6
Page Number	2 of 2		

Date	Type	Details	Reference	Debit	Credit	Balance
		Brought forward		1,867.19	1,798.13	69.06
21/08/20	Receipt	Interest	RA010158		5.38	63.68
21/08/20	Receipt	Other	RB010158		66.00	-2.32
05/12/20	Admin Fund	01/01/21 To 30/06/21	I0010135	596.37		594.05
31/01/21	Interest Jnl	Interest To 31/01/21	J0011739	5.05		599.10
03/02/21	Other	Arrears Notice Fee	M0000041	27.50		626.60
15/02/21	Receipt	Admin Fund	R0010169		594.54	32.06
15/02/21	Receipt	Interest	RA010169		5.05	27.01
15/02/21	Receipt	Other	RB010169		27.50	-0.49
				\$2,496.11	\$2,496.60	\$-0.49

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

732153

APPLICANT'S NAME & ADDRESS

TAYLOR WHELAN & WHELAN C/- INFOTRACK C/- LANDATA
MELBOURNE

VENDOR

TARQUINIO, ERICA LENA

PURCHASER

N/A, N/A

REFERENCE

95074

This certificate is issued for:

LOT 14 PLAN RP6456, LOT CM PLAN RP6456 ALSO KNOWN AS 6/1 HENDRY STREET SUNSHINE WEST
BRIMBANK CITY

The land is covered by the:

BRIMBANK PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 2

A detailed definition of the applicable Planning Scheme is available at :

(<http://planningschemes.dpcd.vic.gov.au/schemes/brimbank>)

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

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

31 March 2021

Hon. Richard Wynne MP
Minister for Planning

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

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

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

LANDATA®
2 Lonsdale Street
Melbourne VIC 3000
Tel: (03) 9194 0606

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9194 0606 or email landata.enquiries@delwp.vic.gov.au.

Please note: The map is for reference purposes only and does not form part of the certificate.



Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.





Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1215 1321 6141

DATE OF ISSUE - 31/03/2021

APPLICATION NO.

934672

LANDATA COUNTER SERVICES

YOUR REF.
47056067-033-1

SOURCE NO. 99904685210

PROPERTY: FLAT 6/1 HENDRY STREET SUNSHINE WEST VIC 3020

Statement & Certificate as to Waterways & Drainage, Parks Service and City West Water Charges

The sum of four hundred and twenty five dollars and seventy nine cents is payable in respect of the property listed above to the end of the financial year.

Service Charge Type	Annual charge 1/07/2020 - 30/06/2021	Billing Frequency	Date Billed To	Year to Date Billed Amount	Outstanding Amount
WATERWAYS AND DRAINAGE CHARGE - RES	104.32	Quarterly	31/03/2021	78.24	52.16
PARKS SERVICE CHARGES	79.02	Annually	30/06/2021	79.02	0.00
WATER NETWORK CHARGE RESIDENTIAL	210.80	Quarterly	31/03/2021	158.10	105.40
SEWERAGE NETWORK CHARGE RESIDENTIAL	252.60	Quarterly	31/03/2021	189.45	126.30
TOTAL	646.74			504.81	283.86

Service charges owing to 30/06/2020	0.00
Service charges owing for this financial year	283.86
Adjustments	0.00
Current amount outstanding	283.86
Plus remainder service charges to be billed	141.93
BALANCE including unbilled service charges	425.79

City West Water property settlement payments can be made via BPAY. If using BPAY please use the BPAY Biller code and reference below.

Biller Code:	8789
Reference:	1215 1321 6141



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1215 1321 6141

DATE OF ISSUE - 31/03/2021

APPLICATION NO.

934672

This statement does not include any volumetric charges from 30/12/2019. This property was recorded as having been occupied by a tenant from this date.

Where applicable, this statement gives particulars of City West Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.



Information Statement & Certificate

SECTION 158 WATER ACT 1989

City West Water

ABN 70 066 902 467

ENQUIRIES
131691

REFERENCE NO.

1215 1321 6141

DATE OF ISSUE - 31/03/2021

APPLICATION NO.

934672

Information given pursuant to section 158 of the Water Act 1989

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

Sewer & or Water Assets if available are shown on the attached Plan. Should this plan not display all of the requested property please contact City West Water on 131691.

AUTHORISED OFFICER:

ROHAN CHARRETT
GENERAL MANAGER
CUSTOMER EXPERIENCE
CITY WEST WATER CORPORATION

Unless prior consent has been obtained from both CITY WEST WATER and MELBOURNE WATER (Section 148 Water Act 1989), the erection and/or replacement of any structure or filling over or under any easement, sewer or drain, any interference with, any sewer, drain or watercourse, or any connection to any sewer drain or watercourse is PROHIBITED.

City West Water provides information in this statement relating to waterways and drainage pursuant to Section 158 of the Water Act 1989, as an agent for Melbourne Water.

Please contact City West Water prior to settlement for an update on these charges and remit payment to City West Water immediately following settlement. Updates of rates and other charges will only be provided for up to three months from the date of this statement.



City West
Water™

Encumbrance Plan

FLAT 6/1 HENDRY STREET, SUNSHINE WEST VIC 3020

Application No. 934672



LEGEND

	Circular Manhole		Recycled Water Main		MW Sewer Main
	Inspection Shaft		MW Channel		MW Abandoned Sewer Main
	Sewer Main		MW Abandoned Channel		MW Water Main
	Abandoned Sewer Main		MW Natural Waterway		MW Abandoned Water Main
	Water Main		MW Underground Drain		MW Manhole
	Abandoned Water Main		MW Abandoned Underground Drain		MW Abandoned Manhole



Date: 8/4/2021

Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. City West Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.



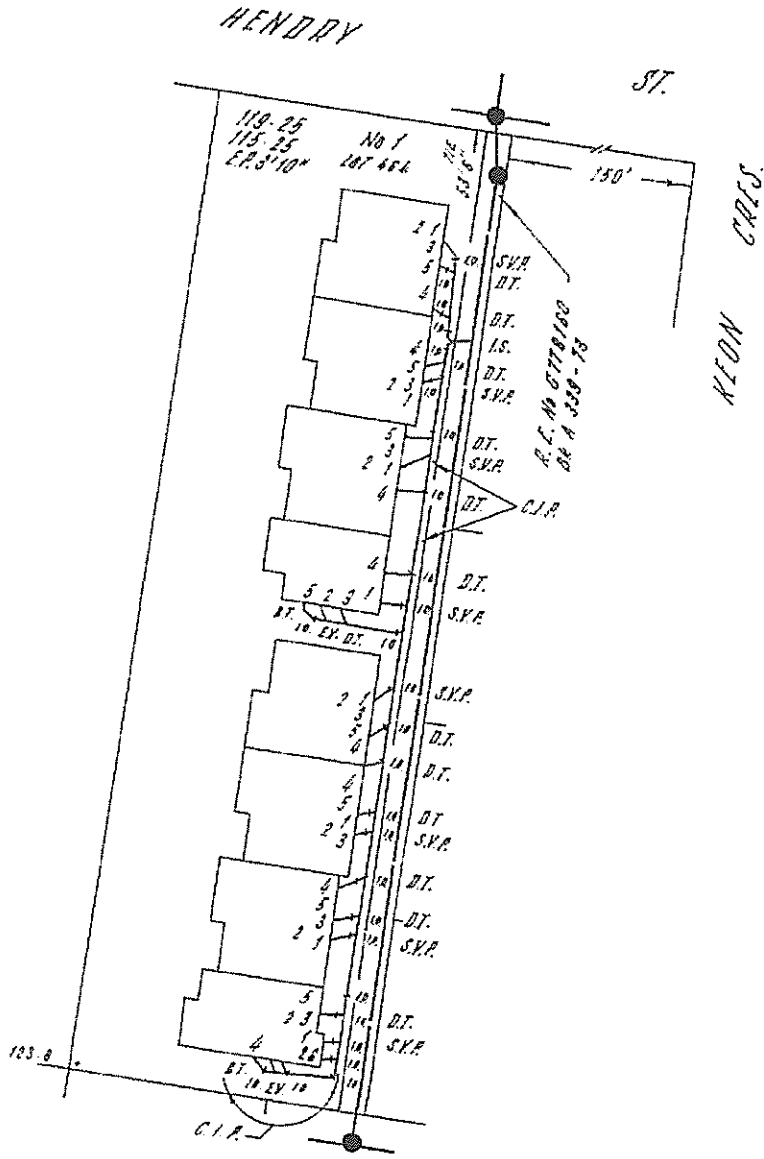
City West Water
1201700

PROPERTY SERVICES

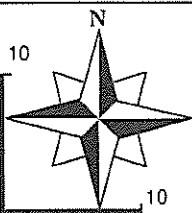
DRAINAGE PLAN NUMBER 00377599

ADDRESS: UNIT 6 - 1 HENDRY STREET SUNSHINE

City West Water Limited does not guarantee and makes no representation or warranty as to the accuracy of this plan. The company accepts no liability for any loss, damage, or injury suffered by any person as a result of any inaccuracy in this plan.
(C) City West Water A.C.N. 066 902 467



- FIXTURES:**
- 6 / Closet
 - Urinal
 - 2 Bath
 - Shower
 - 3 Basin
 - 4 Sink
 - Dishwashing Machine
 - Waste Disposal Unit
 - 5 Trough
 - Clothes Washing Machine
 - Swimming Pool



Date Issued:	31/03/21
Last Finalised:	31/03/2021
Scale:	1:500 approx.
Issued To:	
Store:	

POINT LOCATION DATA	
TIE	16.31
E.P.	1.17
N.S.L.	35.82
I.L.	34.60
DIA.	

Property Clearance Certificate

Taxation Administration Act 1997



INFOTRACK / TAYLOR WHELAN & WHELAN

Your Reference: 2021/0066
 Certificate No: 45003281
 Issue Date: 31 MAR 2021
 Enquiries: ESYSPROD

Land Address: UNIT 6, 1 HENDRY STREET SUNSHINE WEST VIC 3020

Land Id	Lot	Plan	Volume	Folio	Tax Payable
14796673	14	6456	9111	758	\$0.00
	6	6456	9111	750	

Vendor: ERICA LENA TARQUINIO
 Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
ERICA LENA TARQUINIO	2021	\$130,000	\$0.00	\$0.00	\$0.00

Comments:

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

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

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

Paul Broderick
 Commissioner of State Revenue

CAPITAL IMP VALUE:	\$290,000
SITE VALUE:	\$130,000
AMOUNT PAYABLE:	\$0.00

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

Certificate No: 45003281

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General Information

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

For Information Only


LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$130,000

Calculated as \$0 plus (\$130,000 - \$0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY 	Billor Code: 5249 Ref: 45003281
Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	

CARD 	Ref: 45003281
Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/paylandtax	

Property Clearance Certificate updates are available at sro.vic.gov.au/certificates

RESIDENTIAL TENANCY AGREEMENT

Residential Tenancies Act 1997 / Residential Tenancies Regulations 2008

This Agreement is made on the **20th December 2019**

BETWEEN (LANDLORD) **E. Tarquinio**
Whose Agent is **Bells Real Estate**
14 Devonshire Road Sunshine Vic 3020
03 93009007

AND (TENANT) (1) **Ngun Shwe**
47 Killara Street, Sunshine West VIC 3020
(TENANT) (2) **Amaung Basan Zarua Bavui**
47 Killara Street, Sunshine West VIC 3020

1. Premises

The LANDLORD lets the premises known **6/1 Hendry Street, Sunshine West VIC 3020**

2. Rent

The rent is **\$1344.00** per calendar month payable of the **24th day of each month commencing 24/12/2019**

3. Bond The TENANT must pay a Bond of **\$1344.00** to the Landlord/Agent on **24/12/2019**

In accordance with the Residential Tenancies Act 1997, the Landlord must lodge the Bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days of receiving the Bond.

If the Tenant does not receive a Bond Receipt from the RTBA within 15 business days of paying the Bond, the Tenant should contact the RTBA on 1300 137 164

4. Period The period of the Agreement is **12 Months**
Commencing on the **24th December 2019** and expiring on **23rd December 2020**

5. Condition of Premises

The LANDLORD must –

- (a) ensure that the premises are maintained in good repair, and
- (b) if the Landlord owns or controls the common areas relating to those premises, take reasonable steps to ensure that the common areas are maintained in good repair.

6. Damage to the Premises

- (a) the TENANT must ensure that care is taken to avoid damaging the premises and any common areas.
- (b) the TENANT who becomes aware of damage to the premises must notify the LANDLORD/AGENT of any damage to the premises as soon as practicable.

7. Cleanliness of the Premises

- (a) the LANDLORD must ensure that the premises are in a reasonably clean condition on the day it is agreed that the TENANT is to enter into occupation of the premises.
- (b) the TENANT must keep the premises in a reasonably clean condition during the period of this Agreement.

8. Use of Premises

- (a) The TENANT must not use or allow the premises to be used for any illegal purpose.
- (b) The TENANT must not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighboring premises.

9. Quiet Enjoyment

the LANDLORD must take all reasonable steps to ensure that the TENANT has quiet enjoyment of the premises.

Tenant(s) Initials _____

10. Assignment or Sub-letting

- (a) the TENANT must not assign or sub-let the whole or any part of the premises without written consent of the LANDLORD. The LANDLORD's consent must not be unreasonably withheld.
- (b) the LANDLORD must not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred by the LANDLORD in relation to the preparation of a written assignment of the agreement.

11. Residential Tenancies Act 1997

Each party must comply with the Residential Tenancies Act 1997

(NOTE: Reference should be made to the Residential Tenancies Act 1997 for further rights and duties).

Additional Terms

Additional terms which do not take away any of the rights and duties included in the **Residential Tenancies Act 1997** may be set out in the section. Any additional terms must also comply with the Unfair Contract Terms under Part 2-3 of the **Australian Consumer Law (Victoria)**

In these additional terms, "I", "me" or "my" are used to describe the Landlord and "you" or "your" the tenant. The descriptions apply even if there is more than one landlord or tenant.

***Please read this important advice about writing:** in these additional terms the word "writing" means all way of representing or reproducing words, figures or symbols in a visible form, unless a form prescribed by the Residential Tenancies Regulations or some other legislation must be used. These are examples of "writing" : an sms message, an email, a facsimile and a letter. Before you use an electronic means to send a message or document to me check clause 4A to see if I have consented to the electronic service of notices of other documents. If I have, check if I have provided another email address to the one in clause 4A or if I have withdrawn my consent. If you can give me a notice or other document by electronic service also check to see if you need to use email instead of sms message. If I have not given, or have withdrawn, my consent to receive notices or other documents by electronic means, you will need to use the post or delivery by hand to serve me with notices or documents.

12. Installing goods, making alterations, additions or renovations at my premises

- 12.1 You must ask me in *writing for my permission before you install any goods, make any alterations or additions to, or carry out any renovations at my premises. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an sms message to ask me for permission for alterations, additions or renovations.
- 12.2 These are examples of things for which you need to ask me for permission beforehand. The installation of cabling, fasteners, adhesives, pester points, light fittings or both, air conditioning, a dishwasher, heating, an in-ground or above ground pool or spa or both, a safety barrier, a fence, a gate, an awning, a blind, a shed, an antenna, dish or both, sign, painting, tiling, paving, screenings, landscaping. This is not a complete list, I have provided it to you as a guide only.

(You can read section 64(2) of the Residential Tenancies Act 1997 online at the Parliament of Victoria website <http://www.parliament.vic.gov.au> by going to "Legislation and Bills" then "Current Acts – Victoria Law Today" and following the prompts.)

13. Other Use of My Premises

- 13.1 You must use my premises primarily as your home. If you also want to use them for some ancillary purpose – for example, to provide a home office for your business – you must ask me in *writing for permission beforehand. If I give my permission, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.
- 13.2 You must ask me in *writing for permission before you enter into a licence agreement or part with occupation of my premises, or a part of my premises to provide residential accommodation for a fee or other benefit. I do not have to give my permission but if I do, I may ask you to comply with reasonable conditions and, before your tenancy ends, you must also comply with section 64(2) of the Residential Tenancies Act 1997. You cannot use an SMS message to ask me for permission.

14. Utility Charges at My Premises

- 14.1 I am responsible for the costs and charges set out in section 53(1) and (if applicable) section 54 of the Residential Tenancies Act 1997.
- 14.2 You are responsible for the costs and charges set out in section 52 of the Residential Tenancies Act 1997. (You can read section 52, 53(1) and 54 of the Residential Tenancies Act 1997 online at the parliament of Victoria website <http://www.parliament.vic.gov.au/> by going to "Legislation and Bills" then "Current Acts – Victorian Law Today" and following the prompts.)
- 14.3 If a service is damaged or disconnected because I am, or my managing agent or my contractor is, at fault, I will have the service reconnected or repaired at my cost

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14.4 If a service is damaged or disconnected because of the fault of the tenant or any person the tenant has allowed or permitted to be on the premises, you are or a person you have on my premises is, at fault, you must have the service re-connected or repaired at your cost

14.5 If you disconnect a service or change the supplier of it, you must pay the cost of having the service disconnected, another service connected or both.

15. Insurances for My Premises

15.1 If you, or a person you have on my premises, accidentally damages any glass, or lavatory, bathroom, kitchen or laundry fixtures or fittings and I make a claim on my insurance and have to pay an excess on my claim, you will reimburse me for the excess I pay, if I ask you to do so.

15.2 My insurance policy does not cover your goods and personal belongings against theft, loss or damage. It is your responsibility to insure them.

16. Light Globes and Fluorescent Tubes at My Premises

16.1 You must replace all damaged, defective or broken light globes, spotlights, and/or fluorescent tubes (including starters) at my premises, unless I have, or my managing agent or my contractor has caused the defect, damage or breakage. If you need to use a ladder or other equipment in replacing an item mentioned, to avoid the possibility of falling, being injured or both, I recommend you engage a tradesman to do the replacement.

17. You Must Tell me About Defects at My Premises

17.1 When you become aware of any defects at my premises that may injure someone or cause damage, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

18. Damage to My Premises

18.1 You must take reasonable steps to prevent anyone you have allowed to come on to my premise causing damage. This obligation does not apply to me, my managing agent or my contractor.

18.2 Things that may cause a blockage must not be flushed into the drainage, septic, sewerage or storm water systems. These are examples of things that may cause a blockage: cotton waste, disposable nappies, excessive amounts of lavatory paper, paper towel, tampons, wipes. This is not a complete list. I have provided it as a guide only.

18.3 When you become aware of a blockage or defect in the drainage, septic sewerage or storm water systems at my premises, you must tell me or my managing agent as soon as possible – preferably when you become aware or within 24 hours - even if you, or anyone you have allowed to come on to my premises, including me or my managing agent or my contractor, caused it.

18.4 If you, or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the blockage or defect.

19. You Will Indemnify Me in Certain Circumstances if things go wrong at My Premises

19.1 If you or anyone you have allowed to come on to my premises accidentally or deliberately causes damage, you will indemnify me for the direct expense and loss I incur as a result. You do not have to indemnify me if I, or my managing agent or my contractor, caused the damage. You do not indemnify me against fair wear and tear to my premises.

19.2 If you or anyone you have allowed to come on to my premises are negligent and that is entirely, or partly, to blame for someone dying or being injured or their property being damaged or both, you will indemnify me, to the extent you, or the person you allowed to come on to my premises, are negligent, for any damages I have to pay and the cost and expense I incur as a result. You do not indemnify me if my negligence, or that of my managing agent or my contractor, is entirely to blame for the death, injury or property damage.

20. Smoke Detectors and Heaters at My Premises

20.1 If you become aware, or reasonably consider, a smoke detector or a heater at my premises is not or may not be in proper working order you must tell me or my managing agent as soon as possible, preferably within 24 hours.

20.2 If I, or my managing agent or my contractor, provide you with information about how to test if a smoke detector will make an audible sound to warn of the presence of smoke, for your own safety it is advisable for you to carry-out the test from time to time. If, when you carry-out the test, a smoke detector does not make the sound, you must tell me or my managing agent as soon as possible, preferably within 24hrs.

20.3 You must not remove a battery from a smoke detector. If a smoke detector makes a sound indicating the battery needs to be replaced, you must tell me or my managing agent as soon as possible, preferably within 24 hours.

21. Inflammable liquids, Kerosene Heaters and Vehicle and Boat Servicing or Repairs at My Premises

21.1 Except as allowed by this clause, you must not bring onto, or store, inflammable liquids, gases or automotive or machinery oils or lubricants at my premises. Apart from kerosene which you must not have, you may have small quantities of inflammable liquids, gases or automotive or machinery oils and lubricants you require for purely domestic or house-hold use or to maintain the garden at my premises.

21.2 Examples of inflammable liquids and gases include motor fuels, kerosene and bottled gasses. This is not a complete list. I have provided it to you as a guide only.

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21.3 You must not service or repair a vehicle or boat, of any description at my premise, except routine, minor maintenance.
21.4 Routine, minor maintenance is limited to cleaning, checking and adjusting tyre pressures and checking the oil, coolant and the levels of other fluids and the general condition of the vehicle or boat. It does not include carrying-out lubrication, oil changing, replacing tyres or a battery or periodic, or other servicing whether in accordance with manufacturers' recommendations or not or repairs of any sort.
21.5 Examples of a vehicle include: a motor car of any description, prime-mover, truck, utility, van, bus, tractor, agricultural or earth-moving equipment or machinery, motorcycle, motor trike or trailer. . This is not a complete list. I have provided it to you as a guide only.

22. Storage and Removal of Waste and Rubbish at My Premises

22.1 You must store rubbish and waste in appropriate containers with close-fitting lids.
22.2 If a place is, or places are, provided for rubbish and waste containers, you will keep them there.
22.3 You will have rubbish and waste removed regularly in accordance with the municipality's rubbish and waste removal timetables.
22.4 An example of an appropriate container is one provided by the municipality. This is not the only type of container that may be appropriate. I have provided it to you as a guide only.

23. Hanging Washing at My Premises

23.1 If you hang washing or other articles in the open air, you must use the clothes line provided, if any.
23.2 If my premises are next to, or near, common property, you must only hang your washing in a way that complies with the owners' corporation rules.

24. Looking After the Garden at My Premises

24.1 If my premises have a garden, you must look after it and keep it in the state it was in when your tenancy first began.
24.2 There are examples of things you may need to do in the garden: mow the grass; water, subject to water restrictions; remove weeds, rake-up and remove lawn cuttings and fallen flowers and leaves; maintain trees, shrubs, flowers and other plants; as far as reasonably possible keep the garden free of pests and vermin. This is not a complete list. I have provided it to you as a guide only.
24.3 If my garden is watered by a watering system or by tank water or both, you must avoid the system or tank(s) being damaged. If you, or someone you have allowed to be on my premises, cause damage to one or other or the both of them you must repair or replace what is damaged at your expense. You do not have to do so if I, or my managing agent or my contractor, cause the damage. Fair wear and tear to the watering system or tank(s) is not damage.
24.4 If you become aware of a fault in or damage to the watering system or tank(s) or garden pipes or taps or water meter you must tell me or my managing agent as soon as possible, preferably within 24 hours.

25. Pets at My Premises

25.1 Before you may have a pet of any description at my premises you must ask for permission in *writing and receive it from me, or my managing agent.
25.2 I do not have to give you my permission, nor does my managing agent have to give you permission. If permission is given, it may be on reasonable conditions.
25.3 If you are, or a person who resides with you at my premises is, legally blind, you, or they, do not have to ask for my permission, or the permission of my managing agent, before you, or they, may have a trained guide dog at my premises.

26. Assignments, Subletting or Abandoning My Premises

26.1 If during your tenancy the people in occupation of my premises are to change, you must advise me, or my managing agent, as soon as possible, preferable within 24 hours, and ask me in *writing or ask my managing agent in *writing for written permission to assign your tenancy or sub-let my premises. Neither I or my managing agent will unreasonably withhold permission to your request to assign or a sub-let. You cannot use an SMS message to ask me for permission.
26.2 If you assign or sublet my premises without obtaining written permission beforehand and I terminate your tenancy or if you abandon my premises, I may ask you to reimburse me for expenses I incur in re-letting, including-
26.2 (a) a pro-rata letting fee; advertising or marketing expenses
26.2 (b) rent until such time as your tenancy agreement is assigned or cancelled or it expires, whichever happens first.
26.3 Your obligation to pay me the expenses referred to in clauses 26.2(a) to 26.2(b) is dependent on me taking reasonable steps to reduce my loss brought about by you assigning, subletting or abandoning my premises without my permission.

27. If You Intend To Leave My Premises When Your Tenancy Ends

27.1 If you intend to leave my premises at the end of your tenancy, you need to tell me, or my managing agent, about your intention at least 28 days before your tenancy comes to an end.
27.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form which is not an SMS message.
27.3 You must return all the keys and remote controls to me, or to my managing agent, when you leave my premises.
27.4 You must continue to pay rent to me, or to my managing agent, until and including the day you return all the keys or key cards or remote controls giving access to my premises to me, or to my managing agent, when you leave my premises.

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28. Remaining at My Premises After Your Tenancy Ends

- 28.1 If you remain in occupation of my premises after your tenancy ends and you do not enter into a fixed term tenancy with me, you must tell me of your intention to leave specifying a date not less than 28 days after the day to tell me or my agent.
- 28.2 You tell me, or my managing agent, about your intention to leave by giving *written notice in a form that is not an SMS.

29. If I Require My Premises When Your Tenancy Ends

- 29.1 If I require my premises when your tenancy ends, I, or my managing agent, will tell you.
- 29.2 I, or my managing agents, will tell you by giving you *written notice in a form that is not an SMS message.

30. Changing The Locks and Alarm Code at My Premises

- 30.1 You may change the locks at my premises.
- 30.2 If you change the locks, you must give me, or my managing agents, duplicate keys as soon as practicable, and preferably within 24 hours of changing the locks.
- 30.3 You may change the code of an alarm at my premises.
- 30.4 If you change the code, you must tell me or my managing agent in *writing of the new code as soon as practicable and preferably within 24 hours. You cannot use an SMS message to tell me the new code.

31. "To Let", 'Auction' and 'For Sale' Signs at My Premises

- 31.1 You will allow me, or my managing agent, to put up a 'To Let' sign on my premises during the final, month of your tenancy. I, or my managing agent, will have the sign positioned so as not to interfere with your use of my premises.
- 31.2 You will allow me, or my estate or managing agents, to put up an 'Auction' or 'For Sale' sign on my premises at any time. I, or my estate or managing agent, will have the sign positioned so as not to interfere with your use of my premises.

32 Owners Corporation Rules at My Premises

- 32.1 If there is an owners' corporation for my premises, you must comply with the rules of the owners' corporation and any rules amending or superseding them. You can request a copy of the amending or superseding rules.
- 32.2 You do not have to contribute to owners' corporation capital costs or to other expenses payable by me.

33. You Cannot Use Your Bond to Pay Your Rent for My Premises

- 33.1 You acknowledge the Residential Tenancies Act 1997 provides you may not refuse to pay rent to me, on the ground you intend to regard the bond as rent paid for my premises.
- 33.2 You also acknowledge the Residential Tenancies Act 1997 allows the Victorian Civil and Administrative Tribunal to impose a penalty if satisfied a breach of the bond requirements in the Act has occurred.

34. Increasing The Rent for My Premises

- 34.1 If this is a fixed term residential tenancy agreement then unless the agreement provides for a rent increase, I will not increase the rent beyond that set out in this agreement before the fixed term ends.
- 34.2 If this is a fixed term residential tenancy agreement and it provides for a rent increase during the term I will give you at least 60 days' notice of the increase. The notice I give you will be in the form prescribed for the purpose.
- 34.3 If this is a periodic residential tenancy agreement –
 - (a) if I propose to increase your rent; I will give you at least 60 notice; and
 - (b) the notice I give you will be in the form prescribed for the purpose.
- 34.4 I acknowledge I must not increase your rent at intervals of less than 12 months

35. Receipt of Condition Report/Statement of Rights and Duties for My Premises

- 35.1 You acknowledge before you took occupation of my premises, you received from me or my managing agent –
 - (a) copy of a condition report signed by me or by my managing agent; and
 - (b) a written guide authorized and published by the Victorian Government, known as 'the red book', setting out my rights and duties as your landlord and your rights and duties as my tenant.

36. Tenant Reimbursement: Late or Non-Payment

- 36.1 If the tenant fails to make a payment under the terms of this agreement on the due date for payment and the landlord and/or the agent incurs fees and/or charges as a consequence of that failure, the tenant will reimburse the landlord and/or the agent the full amount of those fees and/or charges, on demand.
- 36.2 For the purpose of clause 38.1 'fees and/or charges' includes additional interest (if any) paid or payable by the landlord and/or the agent to an authorized deposit-taking institution, financier, service provider, or contractor. "Authorized deposit-taking institution" has the same meaning as in the Banking Act 1959 (C'wealth)

- 37. Smoking in Premises - Smoking is not permitted inside the premises.

38. Urgent Repairs

Bells Real Estate can authorize urgent repairs for a maximum amount of \$1000.00
The Agency's telephone number for urgent repairs is 03 9300 9000

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38. Tenant Cannot Grant a Licence or Part With Occupation Without Consent

The tenant must not grant a licence over, or part with occupation of, the premises or a part of the premises - or be a party to an understanding or arrangement in relation to the granting of a licence over, or the parting with occupation of, the premises or a part of the premises - for the purpose of, or in relation to, providing residential accommodation for a fee or other benefit without, in each instance, first obtaining the landlord's written consent which, if given, may be subject to reasonable terms and conditions.

39. Carpet Steam Cleaning at End of Tenancy

The tenant agrees to have the carpets professionally steam cleaned throughout the property upon vacating the premises and a copy of receipt to be provided to the Agent when keys are returned.

40. Changes in Occupation of My Premises

40.1 If during the term of the tenancy the people in occupation of the premises change, the tenant must as soon as practicable notify the landlord or the agent in writing and comply with clause 10.

40.2 If the tenant assigns the tenancy or sub-lets, contrary to clause 10, or if the tenant abandons the premises or cancels the tenancy, the tenant may be required to reimburse the landlord's re-letting expenses including- 40.2.1 a pro-rata letting fee

40.2.2 advertising or marketing expenses incurred

40.2.3 rental data base checks on applicants

40.2.4 rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

40.3 The tenant's obligations to pay the landlord's re-letting expenses is dependent upon the landlord taking reasonable steps to mitigate any loss arising from the tenant's default.

40.4 The tenant will be charged a fee of \$55.00 when a tenant to tenant transfer is requested. This is to cover the cost of application checks, bond transfers, and all other administration processes

Consent to Electronic Service

41.1 Express Consent

The TENANT, **Ngun Shwe & Amaung Basan Zarua Bavui**

(CHECK ONE BOX ONLY)

(*) Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address:

Email- amaunghs@gmail.com

Mobile- 0422 190 842

OR () Does Not Consent to the electronic service of notices and other documents.

The LANDLORD/AGENT **Rachel Chaplin**

(*) Consents to the electronic service of notices and other documents in accordance with the requirements of the Electronic Transactions (Victoria) Act 2000 at this email address:

Email address – rachel@bellsrealestate.com.au

OR () Does Not Consent to the electronic service of notices and other documents

41.2 Inferred Consent

If the TENANT or the LANDLORD (as the case may be) has not consented to electronic service under sub clause (1), the TENANT or the LANDLORD must not infer consent to electronic service from the receipt or response to emails or other electronic communications.

41.3 Change of Electronic Address

The TENANT or the LANDLORD must immediately give notice in writing to the other party if the email address for electronic service under sub clause (1) changes.

41.4 Withdrawal of Consent

(a) The TENANT or the LANDLORD may withdraw their consent under sub clause (1) to electronic service of notices and other documents only by giving notice in writing to the other party.

(b) Following the giving of notice under paragraph (a), no further notices or documents are to be served by electronic communication.

Signature of Landlord/Agent _____ Date: _____

Signature of Tenant(s) _____ Date: _____

_____ Date: _____