

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: Apartment 102 294 Keilor Road ESSENDON NORTH VIC 3041

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

The terms of this contract are contained in the:

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER on/...../20.....

Print name of person signing:

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

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

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

Print name of person signing KATHY NGOC LE

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period

Section 31
Sale of Land Act 1962

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

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

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

PARTICULARS OF SALE

VENDOR'S ESTATE AGENT

Belle Real Estate
14 Devonshire Road SUNSHINE VIC 3020

Tel: 03 9300 9005 Fax: Ref: Tan Truong Email: tan@bellsrealestate.com.au

VENDOR

KATHY NGOC LE

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

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

Tel: 03 9364 1133 Fax: 03 9364 0022 Ref: HN-24/31242 Email:
settlement2@easylinkconveyancing.com.au

PURCHASER

PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

of

Tel: Fax: Ref: Email:

LAND (general conditions 7 & 13)

The Land is:-
Described in the table below

Certificate of Title Reference	Being Lot	On plan
12195/746	102	PS 800465T

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

Apartment 102 294 Keilor Road Essendon North Vic 3041

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

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

PAYMENT

Price	\$		
Deposit	\$		by
Balance	<u>\$</u>	(of which \$	has been paid)
		payable at settlement	

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

SETTLEMENT (general condition 17 & 26.2)

Is due on

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

- the above date; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE (general condition 5.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box:

SUBJECT TO LEASE

in which case refer to general condition 5.1.

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

Residential tenancy agreement for a fixed term ending

Periodic residential tenancy agreement determinable by notice

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

TERMS CONTRACT (general condition 30)

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

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

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

Lender:

Loan amount: \$

Approval date:

Building report

General condition 21 applies only if the box is checked

Pest report

General condition 22 applies only if the box is checked

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

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

1. Purchaser's inspection and investigation.

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

WARRANTY BY VENDOR

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

CLAIMS BY PURCHASER

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

2. Nomination

General condition 4 of the contract of sale is added:

- 2.1 The purchaser may no later than 10 days before the due date for settlement nominate a suitable or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.
- 2.2 The nominee must pay the additional professional fees to Vendor's Conveyancers of \$220.00 for the nomination.

3. Extension/Variation request

- 3.1 The Purchaser shall pay to the Vendor's representative the sum of \$220.00 for each extension made to the finance and/or deposit payment due date (or other change to the contract or settlement document) made with the Vendor's consent, at the Purchaser's request.
- 3.2 Should the purchaser seek an extension or variation to the due date for settlement as set out in the particulars of this Contract, it is requisite that the purchaser compensates the vendor's representative with \$220.00 at the time of settlement for each request made.

4. Rescheduled Settlement

- 4.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.
- 4.2 In the event of a default by not settling on the Due Date, the purchaser shall be obligated to compensate the vendor's representative with a sum of \$220 for each occurrence of requesting a rescheduling of the settlement.

5. Adjustments

- 5.1 The Purchaser is responsible for ensuring the Statement of Adjustments and all relevant certificates are prepared by their representative and delivered to the Vendor's representative no later than three business days preceding the settlement date
- 5.2 Should there be a delay in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the contract. As a result of this default, the Purchaser will incur an administration fee of \$220 payable to the Vendor's representative for the delay.

6. Duty

- 6.1 The purchaser must ensure that the purchaser's representative has completed the Duties Form to the vendor's conveyancer no later than 7 business days prior to the settlement date.
- 6.2 If the purchaser has not completed the Duties Form as required by special condition 6.1 the purchaser will be in default of the contract and will pay the vendor's representative \$220.
- 6.3 If the purchaser's representative makes any amendments to the Duties Form within 3 business days of settlement date which requires parties to resign, the purchaser will be obliged to pay \$110 for each amendment.

7. Default not remedy

General conditions 35.4 of the contract of sale is added:

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

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

8. Amendments

General Condition 6.1 is deleted.

9. GC 23 – special condition

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

10. GC 28 – special condition

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

Contract of Sale of Land - General Conditions

Contract Signing

1 ELECTRONIC SIGNATURE

- 1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.
- 1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser's obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out in the header of this page
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following:

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due

date for settlement.

- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This

general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

13.5 The purchaser is taken to have accepted the vendor's title if:

- (a) 21 days have elapsed since the day of sale; and
- (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
- (b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

14.3 The deposit must be released to the vendor if:

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

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

15. DEPOSIT BOND

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

16. BANK GUARANTEE

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

16.2 In this general condition:

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

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

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

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

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

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

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

18.5 This general condition 18.5 applies if there is more than one electronic lodgment network operator in respect of the transaction. In this general condition 18.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgment network operators do not provide otherwise:

- (a) the electronic lodgment network operator to conduct all the financial and lodgment aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgment network operators after the workspace locks;
- (b) if two or more electronic lodgment network operators meet that description, one may be selected by purchaser’s incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgment.

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

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

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a ‘farming business’ is carried on:

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after

settlement on the property.

- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgment network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late

payment of the amount.

25. GST WITHHOLDING

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

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

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

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

25.11 The vendor warrants that:

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

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

27.4 Any document properly sent by:

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

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

have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

GUARANTEE and INDEMNITY

I/We, of

and of

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
 Print Name.....)
 in the presence of:) Director (Sign)
)
 Witness.....)

SECTION 32 **STATEMENT**

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

Vendor: KATHY NGOC LE

Property: Apartment 102 294 Keilor Road ESSENDON NORTH VIC 3041

VENDORS REPRESENTATIVE

EASY LINK CONVEYANCING

Shop

328 Main Road East
ST ALBANS VIC 3021

Tel: 03 9364 1133

Fax: 03 9364 0022

Email: settlement2@easylinkconveyancing.com.au

Ref: HN-24/31242

SECTION 32 STATEMENT
APARTMENT 102 294 KEILOR ROAD ESSENDON NORTH VIC 3041

32A FINANCIAL MATTERS

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

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

32B INSURANCE

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

No such Insurance has been effected to the Vendors knowledge.

32C LAND USE

(a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

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

SECTION 32 STATEMENT
APARTMENT 102 294 KEILOR ROAD ESSENDON NORTH VIC 3041

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: MOONEE VALLEY PLANNING SCHEME
Responsible Authority: MOONEE VALLEY CITY COUNCIL
Zoning: B1Z - Commercial 1 Zone
Planning Overlay/s: See attached reports

32D NOTICES

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

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

SECTION 32 STATEMENT
APARTMENT 102 294 KEILOR ROAD ESSENDON NORTH VIC 3041

32H SERVICES

Service	Status
Electricity supply	Connected
Gas supply	Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

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

32I TITLE

Attached are the following document/s concerning Title:

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

SECTION 32 STATEMENT
APARTMENT 102 294 KEILOR ROAD ESSENDON NORTH VIC 3041

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

KATHY NGOC LE

Signature/s of the Vendor

x

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

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

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

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

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

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

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

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

VOLUME 12195 FOLIO 746

Security no : 124113359532V
Produced 13/03/2024 11:55 AM

LAND DESCRIPTION

Lot 102 on Plan of Subdivision 800465T.

PARENT TITLES :

Volume 04553 Folio 467 Volume 05021 Folio 075 Volume 05162 Folio 205
Created by instrument PS800465T 23/03/2020

REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

KATHY NGOC LE of 66 NOBEL BANKS DRIVE CAIRNLEA VIC 3023
AT527513U 19/08/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT527514S 19/08/2020
AFSH NOMINEES PTY LTD

COVENANT as to part 1225548 23/07/1925

COVENANT as to part 1277500 27/07/1926

CAVEAT AU830423V 21/09/2021

Caveator

MYM TIMBER & HARDWARE PTY LTD ACN: 007324601

Grounds of Claim

CHARGE CONTAINED IN AN AGREEMENT WITH THE FOLLOWING PARTIES AND DATE.

Parties

THE REGISTERED PROPRIETOR(S)

Date

10/06/2021

Estate or Interest

INTEREST AS CHARGE

Prohibition

ABSOLUTELY

Lodged by

MEERKIN & APEL

Notices to

EMANUEL TUMINO of 56 GREVILLE STREET PRAHRAN VIC 3181

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

AGREEMENT as to part Section 173 Planning and Environment Act 1987
AS980271U 11/02/2020

DIAGRAM LOCATION

SEE PS800465T 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 102 294 KEILOR ROAD ESSENDON NORTH VIC 3041

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 19/08/2020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS800465T
OWNERS CORPORATION 2 PLAN NO. PS800465T

DOCUMENT END

Delivered from the LANDATA® System by Landchecker Pty Ltd



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

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Produced 13/03/2024 11:56:39 AM

Status	Registered	Dealing Number	AS980271U
Date and Time Lodged	11/02/2020 04:35:52 PM		

Lodger Details

Lodger Code	17223H
Name	MADDOCKS
Address	
Lodger Box	
Phone	
Email	
Reference	MYM:S173LC: 8062997

APPLICATION TO RECORD AN INSTRUMENT

Jurisdiction	VICTORIA
--------------	----------

Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or Interest

FEE SIMPLE

Land Title Reference

5021/075

Instrument and/or legislation

RECORD - AGREEMENT - SECTION 173
Planning & Environment Act - section 173

Applicant(s)

Name	MOONEE VALLEY CITY COUNCIL
Address	
Street Number	9
Street Name	KELLAWAY
Street Type	AVENUE
Locality	MOONEE PONDS
State	VIC
Postcode	3039

Additional Details



Department of Environment, Land, Water & Planning

Electronic Instrument Statement

Refer Image Instrument

The applicant requests the recording of this Instrument in the Register.

Execution

1. The Certifier has taken reasonable steps to verify the identity of the applicant or his, her or its administrator or attorney.
2. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
3. The Certifier has retained the evidence supporting this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	MOONEE VALLEY CITY COUNCIL
Signer Name	DAVID LITWIN
Signer Organisation	PARTNERS OF MADDOCKS
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	11 FEBRUARY 2020

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.

Statement End.



Imaged Document Cover Sheet

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Document Identification	AS980271U
Number of Pages (excluding this cover sheet)	14
Document Assembled	13/03/2024 11:56

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ASSIST

**Agreement under section 173
of the Planning and Environment Act 1987**
Subject Land: 294-296 Keilor Road, Essendon North

Moonee Valley City Council
and

AMJE Pty Ltd
ACN 082 193 682



Maddocks

Lawyers
Collins Square, Tower Two
Level 25, 727 Collins Street
Melbourne VIC 3008
Australia
Telephone 61 3 9208 3555
Facsimile 61 3 9208 3666
info@maddocks.com.au
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Affiliated offices around the world through the
Advoc network - www.advoc.com

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0886SYA

|||||
Maddocks

Agreement under section 173 of the Planning and Environment Act 1987

Dated

Parties

Name	Moonee Valley City Council
Address	9 Kellaway Avenue, Moonee Ponds, Victoria
Short name	Council
Name	AMJE Pty Ltd ACN 082 193 682
Address	c/- HLB Mann Judd (Vic) Pty Ltd, Level 9, 575 Bourke Street, Melbourne, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 34 of the Planning Permit.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:
 Act means the *Planning and Environment Act 1987*.
 Agreement means this Agreement and includes this Agreement as amended from time to time.
 Certificate of Environmental Audit means a certificate which forms part of the environmental audit report prepared in relation to the Subject Land and other parcels of land under Part 53Y of the *Environment Protection Act 1970*.

Consent Fee means a fee payable by the Owner to Council for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$325.80 if paid within 12 months from the date that this Agreement commences; or
- (b) \$325.80 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Contract of Sale means a contract between AMJIE Pty Ltd and the Purchaser for the sale of the Subject Land.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, council@gmvc.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Indexation means an annual adjustment to the Consent Fee carried out in accordance with CPI.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit no. MV/186/2011/C, as amended from time to time, issued on 4 November 2011 authorising the development of a four storey building comprising four shops and ancillary car parking, use of the Subject Land for dwellings, reduction in the car parking provision under Clause 52.06 of the Planning Scheme, waiver of the loading bay requirement under Clause 52.07 of the Planning Scheme and alteration of vehicle access to a Road Zone Category 1 and alterations to the number of car spaces on the Subject Land in accordance with plans endorsed by Council.

Planning Scheme means the Moonsee Valley Planning Scheme and any other planning scheme that applies to the Subject Land.

Purchaser means a person that is entitled, from time to time, to be the registered proprietor of the Subject Land pursuant to the Contract of Sale.

Statement of Environmental Audit means a statement which forms part of the environmental audit report prepared in relation to the Subject Land and other parcels of land under Part 53ZB of the *Environment Protection Act 1970*. A copy of the Statement of Environmental Audit is attached to this Agreement at Annexure A.

Subject Land means the land situated at 294-296 Kellor Road, Essendon North being the land referred to in certificate of title volume 5021 folio 076 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council entered into this Agreement for the following reasons:

- 4.1 Council would not have issued the Planning Permit without the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required unless Council confirms in writing that it is no longer required.

6. Owner's specific obligations

The Owner covenants and agrees:

- 6.1.1 to comply with and give effect to the requirements of the Statement of Environmental Audit in relation to the use and development of the Subject Land, to the satisfaction of Council;
- 6.1.2 that prior to the issue of an occupancy permit under the *Building Act 1993* for a dwelling on the Subject Land, or the issue of a statement of compliance under the *Subdivision Act 1988* in relation to the Subject Land (whichever is the earlier), the Owner must submit to Council a statement from an environmental auditor appointed under the provisions of the *Environment Protection Act 1970*, to the satisfaction of Council, that the conditions of the Statement of Environmental Audit have been complied with in relation to the Subject Land; and
- 6.1.3 the Owner must provide a copy of either a Certificate of Environmental Audit or Statement of Environmental Audit to any Purchaser of the Subject Land or any part of the Subject Land by annexing it to the Contract of Sale.

7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with s 181 of the Act; and
- 7.2.3 agrees to do all things necessary to enable Council to do so, including:

- (a) sign any further agreement, acknowledgment or document; and
- (b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

The Owner must pay any Consent Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;
- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement; and
- 7.4.3 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for giving consent

If Council makes a request for payment of any Consent Fee under clause 7.3, the Parties agree that Council will not decide whether to grant the consent sought until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

7.6.1 The Owner must pay to Council interest in accordance with s 227A of the *Local Government Act 1989* on any amount due under this Agreement that is not paid by the due date.

7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

8. Agreement under s 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with s 173 of the Act.

9. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:



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- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

11. General matters

11.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by priority prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 Counterparts

This Agreement may be executed in counterparts, all of which taken together constitute one document.

11.3 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.4 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

11.5 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.6 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.7 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

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12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

AS9880271

|||||
Maddocks
|||||

Signing Page

Signed, sealed and delivered as a deed by the Parties:

SIGNED by and on behalf, and with the authority, of the
Moonee Valley City Council by the Manager Statutory
Planning, in the exercise of a power conferred by an
Instrument of Delegation dated 11/12/19

J.S.
P.

Manager Statutory Planning

Witness

Executed as a deed by AMJE Pty Ltd ACN 082 193
682 in accordance with s 127(4) and s 127(3) of the
Corporations Act 2001:

Signature of Director

Signature of Director
Print full name

Signature of Director/Company Secretary

Signature of Director/Company Secretary
Print full name

ASSY 082193



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Site of 294-296 Keller Rd, Essendon North Vic 3083

2. The design of the vapour mitigation system must include the following:
 - The vapour barrier product must be Geo-Seal™, Liquid Boot or other similar product (approved by an Environmental Auditor) to manage the vapour risk posed by the residual contaminants in groundwater (predominantly petroleum hydrocarbons) underlying the site; and
 - The vapour barrier must be underlain by a drainage layer designed to vent any collected vapours to atmosphere above any buildings.
3. If condition 1. above is triggered, the construction of the vapour mitigation system must be in accordance with the Environmental Auditor approved Detailed Design and Technical Specification and must be verified in writing by an environmental auditor appointed under Part IXD of the *Environment Protection Act 1970*.
4. Any future redevelopment involving excavation works beyond 2.5m depth within the site, must be carried out in accordance with an Occupational Health and Safety Plan developed by a suitably qualified professional, to manage potential exposures to hydrocarbon vapours during the excavation works. Prior to works commencing, the plan must be accepted by an environmental auditor appointed under Part IXD of the *Environment Protection Act 1970*, and this acceptance must be provided in writing to EPA and the planning authority.
5. Groundwater beneath and near the site is polluted and should not be used for the following beneficial uses: Agriculture, Parks and Gardens; Stock Watering; and Primary Contact Recreation. Any Proposal to extract groundwater for any purpose must be subject to review and approval by an EPA appointed Environmental Auditor (appointed under Part IXD of the *Environment Protection Act 1970*) to ensure it is suitable for the intended use.
6. Within thirty (30) calendar days of the date of this Statement of Environmental Audit, the Offsite Groundwater Management Plan (GWMP), as attached to this Statement of Environmental Audit, and contained in Annex 1 of this audit report, which has been formulated for the site and accepted by the environmental auditor, must be implemented and maintained by Mobil Oil Australia Pty Ltd and subsequently by the owner of the site.

Site at 299-296 Kettler Rd, Essendon North Vic 3083

- 7. Any proposed revisions to the GMFP must be subject to review and written approval by an EPA appointed Environmental Auditor (appointed under Part IXD of the *Environment Protection Act 1970*).
- 8. The GMFP must remain in force until such time as an environmental auditor (appointed under Part IXD of the *Environment Protection Act 1970*) confirms in writing that the monitoring and management requirements are no longer required, and this confirmation is advised in writing to EPA and the planning authority.

The condition of the site is detrimental or potentially detrimental to any (one or more) beneficial uses of the site. Accordingly, I have not issued a Certificate of Environmental Audit for the site in its current condition, the reasons for which are prescribed in the environmental audit report. The terms and conditions that need to be complied with before a Certificate of Environmental Audit may be issued are set out as follows:

- Groundwater pollution on- and off-site would need to be cleared up so that protected beneficial uses are restored.

Other Related Information:

- The Auditor considers that all known primary sources of contaminant impact (site infrastructure) have been removed from the site and that secondary sources of petroleum impact have been removed from the site to the extent practicable. Scattered pieces of concrete, brick, steel, building rubble, oily residues (including odorous soil) and metal objects may however remain within the soil and be uncovered during any future excavation works.
- The Auditor has determined that groundwater under and near the site is polluted and is suitable only for the beneficial use of protection of buildings and structures that may come into contact with groundwater. Groundwater at and near the site is unsuitable for the following beneficial uses: Agriculture, Parks and Gardens, Stock Watering; and Primary Contact Recreation. The suitability of groundwater at and near the site for industrial purposes is considered to be limited.
- The site has been declared by the Environment Protection Authority to be within a Groundwater Quality Restricted Use Zone ("GQRUZ").
- Groundwater at the site contains naturally elevated concentrations of inorganic dissolved solids and metals. The levels of inorganic dissolved solids and metals are considered typical of regional groundwater quality surrounding the site and do not constitute pollution in accordance with clause 10(2)(c) of *State Environment Protection Policy (Groundwaters of Victoria)*.
- The presence of nitrate concentrations in groundwater above screening criteria is considered to be due to regional anthropogenic impact from unknown diffuse sources.



Maddocks

Site at 294-296 Kellor Rd, Essendon North Vic 3083

- Elevated concentrations of trichloroethene (TCE) was identified above the groundwater quality objectives for Agriculture, Parks and Gardens and for Stock Watering. The site is not considered to be the source of this substance; TCE impact is considered to be derived from diffuse unknown sources up-gradient of the site. The elevated levels may result use of the groundwater on-site and in the vicinity of the site.
- The Environment Protection Authority has determined that groundwater has been cleared up to the extent practicable.
- In accordance with clause 19(3) of SPPF (GOV), the Environment Protection Authority may require periodic reassessment of the practicability of groundwater clean up.
- Groundwater monitoring bores present at the site but not forming part of the GMP attached to this Statement should be decommissioned in accordance with the requirements of "Minimum Construction Requirements for Water Bore in Australia", published by the Land and Water Biodiversity Committee (most recent version).
- Any material excavated from the site and disposed off-site must be classified and managed in accordance with relevant statutory regulations and EPA Guidelines. Any fill or soil imported to the site must be domestically tested soil or fill that classifies as "fill material" in accordance with relevant EPA guidelines.
- Not all land uses for which the land is considered suitable by this audit may be allowed under the existing zoning of the City of Borooro Valley Planning Scheme.
- In accordance with Section 53ZE of the Environment Protection Act 1970 the owner/occupier of the site must provide a copy of this Statement to any person who becomes or proposes to become an occupier of the site.

This Statement of Environmental Audit forms part of an environmental audit report (Environmental Resource Management Pty Ltd, Statutory Environmental Audit, Former Mobil Service Station Midvale (VL33735) of 294-296 Kellor Road Essendon North, Victoria, Ref. No 0281655RFP01, dated April 2016). Further details regarding the condition of the site may be found in the environmental audit report.

DATED:	15 April 2016
Signed:	
	Warren Purnap
	ENVIRONMENTAL AUDITOR



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2723351

Freehold.

F. G. SMITH & McEACHARN.

1277500

Victoria.

TRANSFER OF LAND.

O.O.T.
28 JUL 1926
38



2708523
Chaid
I, WILLIAM McCOLLOUGH NASH of Queen Street Melbourne Solicitor

being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject to encumbrances notified hereunder, in consideration of the sum of One hundred and twenty-five pounds paid to me by MARY GUNN of No. 12 Bell Street Seddon Spinster

Do hereby transfer to the said Mary Gunn

GR All my estate and interest in ~~All that piece~~ ^{one} of Land being ~~104~~ ^{one} Three hundred and thirty ~~on~~ ^{one} Plan of Subdivision No. 8060 lodged in the Office of Titles and being part of Crown Allotment 27 Section 16 Parish of Doutta Galls County of Bourke part of the land described in Certificate of Title Volume 4894 Folio 978774 Together with all registered appurtenant easements. ~~to be~~ ^{to} the said Mary Gunn for herself her heirs executors administrators and transferees DOETH HEREBY COVENANT with the said William McCollough Nash his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the balance of the land in the said Certificate of Title that they shall not at any time hereafter carry on quarrying operations on the land hereby transferred or excavate carry away or remove or permit to be excavated carried away or removed any marl stone earth clay gravel or sand herefrom except for the purpose of laying foundations of any building to be erected hereon or use or permit or allow the said land hereby transferred to be used for the manufacture or winning of bricks tiles or pottery ware.

4894 Part 774 Under an area for the cost herein

Dated the 26 day of July One thousand nine hundred and twenty-six

Signed in Victoria by the said WILLIAM McCOLLOUGH NASH by his Attorney Ross Grey Smith

in the presence of *Wm. Nash by his attorney Ross Grey Smith*
Grantough
P/Attorney No. 52319. Clerk to F. G. Smith & McEacharn, Solicitors, Melbourne.

Signed in Victoria by the said MARY GUNN

in the presence of *Mary Gunn*
Grantough

ENCUMBRANCES REFERRED TO.

~~as to part colored blue on Plan - Any easements over upon or affecting the same.~~

IMAGED

2708523

Appeared before me at _____ the _____ day of _____ 19 _____

the attesting witness to this instrument,

and declared that he personally knew

the person signing the same and whose signature the said

attested; and that the name purporting to be the signature of the said

is own handwriting and that he was of sound mind and freely and voluntarily signed such instrument.

DATED 19 26

T. M. BASH, Esq.

TO

Transfer.

F. G. SMITH & McEACHARN,
285 COLLINS STREET,
MELBOURNE.

118/1191 118/1191 118/1191 118/1191

MEMORIAL OF INSTRUMENT

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OF SYMBOLS THE REGR.
TRANSFER AS TO PART	THE 27 th DAY OF July 1926	To Mary Gunnor	1277500
<p style="text-align: right;"><i>[Signature]</i> ASSISTANT REGISTRAR OF TITLES</p> <p>I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST MENTIONED IN THE REGISTER BOOK VOL 4894. FOL 978774</p> <p style="text-align: right;"><i>[Signature]</i> ASSISTANT REGISTRAR OF TITLES</p>			



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2614805

F. G. SMITH & MERRICHAM

1225548

Household

Victoria

MICROFILM



TRANSFER OF LAND. 26/7/25



I, WILLIAM McCOLLOUGH NASH being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject to encumbrances notified hereunder, in consideration of the sum of --- One hundred and twenty-five pounds paid to me by ALICE MAY HARRISON of No. 4 Carmichael Street West Footscray Married woman DO HEREBY T R A N S F E R to the said Alice May Harrison All my estate and interest in ALL THAT piece of land being Lot Three hundred and twenty-nine on Plan of Subdivision No. 8668 Lodged in the Office of Titles and being part of Crown Allotment Twenty-seven Section Sixteen Parish of Bourke Galla County of Bourke part of the land described in the Certificate of Title entered in the Register Book volume --- 4894 Folio 978774 AND the said Alice May Harrison for herself her heirs executors administrators and transferees BOTH HEREBY --- COVENANT with the said WILLIAM McCOLLOUGH NASH his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the balance of the land in the said Certificate of Title that she or they shall not at any time hereafter carry on quarrying operations on the land hereby transferred or excavate -- carry away or remove or permit to be excavated carried away or -- removed any marl stone earth clay gravel or sand therefrom except for the purpose of laying foundations of any building to be erected thereon or use or permit or allow the said land hereby transferred to be used for the manufacture or winning of bricks tiles or pottery ware.

*1/894 pt
774
under an acre
Eric Keenan
2. 1925 5/48
J.H.S.
1925*

D A T E D the 22nd day of July One thousand nine hundred and twenty-five.

SIGNED in Victoria by the said WILLIAM McCOLLOUGH NASH by his Attorney Ross Grey Smith in the presence of *W.M. Nash*

P/Attorney No. 52519

Ross Grey Smith
Clerk to F. G. Smith & Merricham
Solicitors, Accountants

SIGNED in Victoria by the said ALICE MAY HARRISON in the presence of *A.M. Harrison*

IMAGED
1925

ENCUMBRANCES REFERRED TO.

*10/25
2/1/25*

DATED 1925

E. M. BARRISS.

- to -

MRS. HARRISON

T
R
A
N
S
F
E
R
R
.

F. G. Smith & McKenzie,
367 Collins Street,
Melbourne.

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 July 1925	To Alice May Harrison	1225548

E. M. Barriss

ASSISTANT REGISTRAR OF TITLES.

35¹¹ THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME
LAST ABOVE MENTIONED IN THE REGISTER BOOK VOL. 4894 FOL. 978774

[Signature]

E. M. Barriss

ASSISTANT REGISTRAR OF TITLES.



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PLAN OF SUBDIVISION		LV USE ONLY EDITION 1	PLAN NUMBER PS 800465T	
<p style="text-align: center;">LOCATION OF LAND</p> <p>Parish: COUITA GALLA</p> <p>Township: -</p> <p>Section: 16</p> <p>Crown Allotment: 27 (PART)</p> <p>Crown Portion: -</p> <p>Title Reference: M 502 F 075 M 4550 F 187 & M 5182 F 206</p> <p>Last Plan Reference: LOTS 329, 330 & 331 ON LP 8000</p> <p>Postal Address: 264 KEILOH ROAD, (at time of subdivision) ESSESDON NORTH 3041</p> <p>MGA94 Co-ordinates E 314 525 Zone: 55 (of approx. centre of land in plan) N 5 82' 155</p>		<p>Coloured Boundaries: Yellow</p> <p>Colour Reference Number: 9181/2019 Planning Permit Reference: M 502 F 2019 SPEAR Reference Number: S 451362</p> <p>Calculation</p> <p>This plan is certified to be correct in accordance with the Subdivision Act 1988 Date of original certification: under permit M 502 F 2019</p> <p>Public Open Space</p> <p>A legal right for public open space under section 18 of the Subdivision Act 1988 has been made but the requirements for such have not been satisfied. (100% area)</p> <p>Digitally signed by Jeff Owen for Meehan Kelly City Council on 25/03/2020</p> <p>Statement of Compliance issued 05/03/2020</p> <p>Public Open Space</p> <p>A legal right for public open space under section 18 of the Subdivision Act 1988 has been made but the requirements for such have not been satisfied. (100% area)</p>		
VESTING OF ROADS AND / OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL / BODY / PERSON	<p>Lots G06, G11, 5 - 100, 103, 111, 122 - 200, 203, 211, 222 - 300, 304 & 311 have been omitted from this plan.</p> <p>Boundaries shown by continuous thick lines are defined by buildings.</p> <p>Location of boundaries defined by buildings.</p> <p>Interior Face: ALL BOUNDARIES</p> <p>Thick broken lines define projection of boundaries.</p> <p>CP1: DENOTES COMMON PROPERTY No 1 CP2: DENOTES COMMON PROPERTY No 2 CP3: DENOTES COMMON PROPERTY No 3 Balc: DENOTES BALCONY</p> <p>All columns, beams, service ducts, pipe shafts & cable cuts within the building are deemed to be part of Common Property No 1 and are not necessarily shown on this plan.</p> <p>Common Property No. 1 is all the land in this plan except Lots 1 - 4, B01 - B05, G07 - G10, G12 - G15, 101, 102, 104 - 110, 112 - 121, 201, 202, 204 - 210, 212 - 221, 301 - 303, 305 - 310, 312, 313. Common Property No.2 & Common Property No.3 and includes the structure of all walls, floors and ceilings which define boundaries.</p>		
NIL	NIL			
NOTATIONS		<p>Depth Limitation: DOES NOT APPLY</p> <p>Staging: This is not a staged subdivision Planning Permit No. MV577/2019</p> <p>OWNERS CORPORATION NOTATION LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION STATEMENT FORM, OWNERS CORPORATIONS ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.</p> <p>Survey: This plan is based on survey This survey has been connected to permanent marks no(s) In proclaimed Survey Area No. -</p>		
<p>Depth Limitation: DOES NOT APPLY</p> <p>Staging: This is not a staged subdivision Planning Permit No. MV577/2019</p> <p>OWNERS CORPORATION NOTATION LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION STATEMENT FORM, OWNERS CORPORATIONS ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.</p> <p>Survey: This plan is based on survey This survey has been connected to permanent marks no(s) In proclaimed Survey Area No. -</p>				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encouraging Easement R - Encumbering Easement (Road)				
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL LAND IN THIS PLAN				
Easement Reference	Purpose	Width (Metres)	Diagr	Land Benefited / In Favour Of
E-1	TRANSMISSION OF ELECTRICITY (THROUGH UNDERGROUND CABLES); (LIMITED IN HEIGHT & DEPTH: LOWER BDY. 65 CG AHD & UPPER BDY. 65.95 A.H.D.)	SEE DIAG.	A990073R	JEMENA ELECTRICITY NETWORKS (VIC) PTY. LTD
<p>Nelson, Noel & Holmes (Surveyors) Pty. Ltd. ACN 067 949 616 Surveyors, Engineers & Town Planners 84 Cordingley Street, Doncaster 3207 Phone (03) 9356 4113 Fax L info@nshsurveyors.com.au</p> 		<p>REF 1096 DWG No. 1096S 17/02/2020</p> <p>Digitally signed by Stacy George DN: cn=Stacy George, o=Nelson, Noel & Holmes (Surveyors) Pty. Ltd., email=stacy@nshsurveyors.com.au, c=AU</p>	<p>ORIGINAL SHEET SIZE A3</p> <p>Sheet 1 of 13 sheets</p>	<p>PLAN REGISTERED TIME: 16:20 DATE: 20/03/20 Randall McDonald Assistant Registrar of Titles</p>

PLAN OF SUBDIVISION

P.LAN NUMBER
PS 800465T

TYPICAL POP LOTS HAPPEN AT LOWER GROUND
STOREY SEE SECTION 1-P ON SHEET 1B

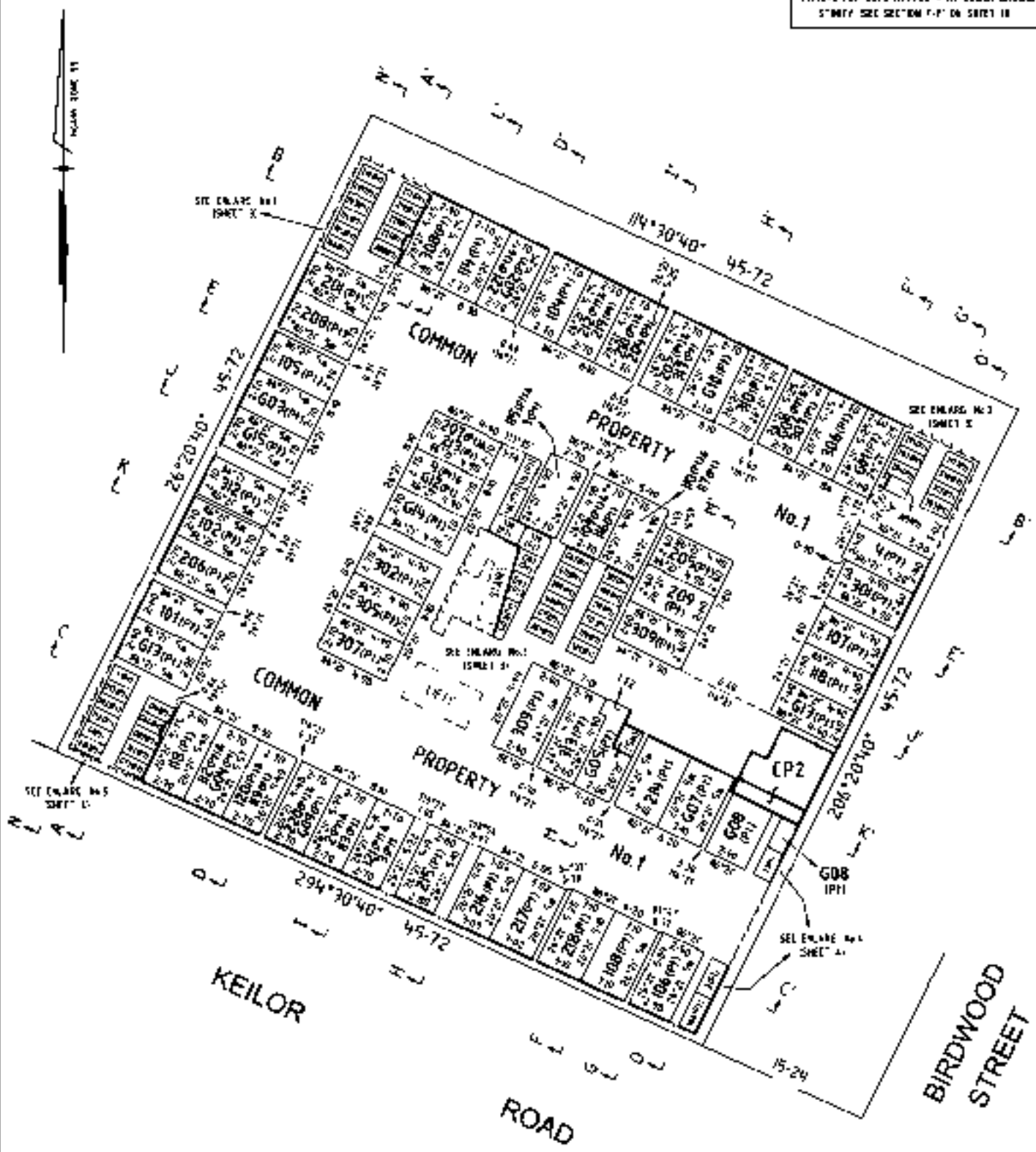


DIAGRAM 1
LOWER GROUND STOREY

Nilsen, Noel & Holmes (Surveyors) Pty. Ltd.
A/CN. 067 949 815
Surveyors, Engineers & Town Planners
8A Codrington Street, Granbyville 3977
Phone (03) 5996 4135
E-MAIL mc@nhhsurveyors.net.au



SCALE 1:250
LENGTHS ARE IN METRES
Digitally signed by Stan G. Sarge with a private key
Surveyors Plan 800465T v1e
17 DEC 2020 09:48:44 +13:00:00

REF 1096 DWG No 1096S 17/12/2020
ORIGINAL SHEET SIZE A3 SHEET 2
Digitally signed by
Kathleen Sarge with a private key
25 DEC 2020
09:16:46 +13:00:00

PLAN OF SUBDIVISION

PLAN NUMBER
PS 800465T

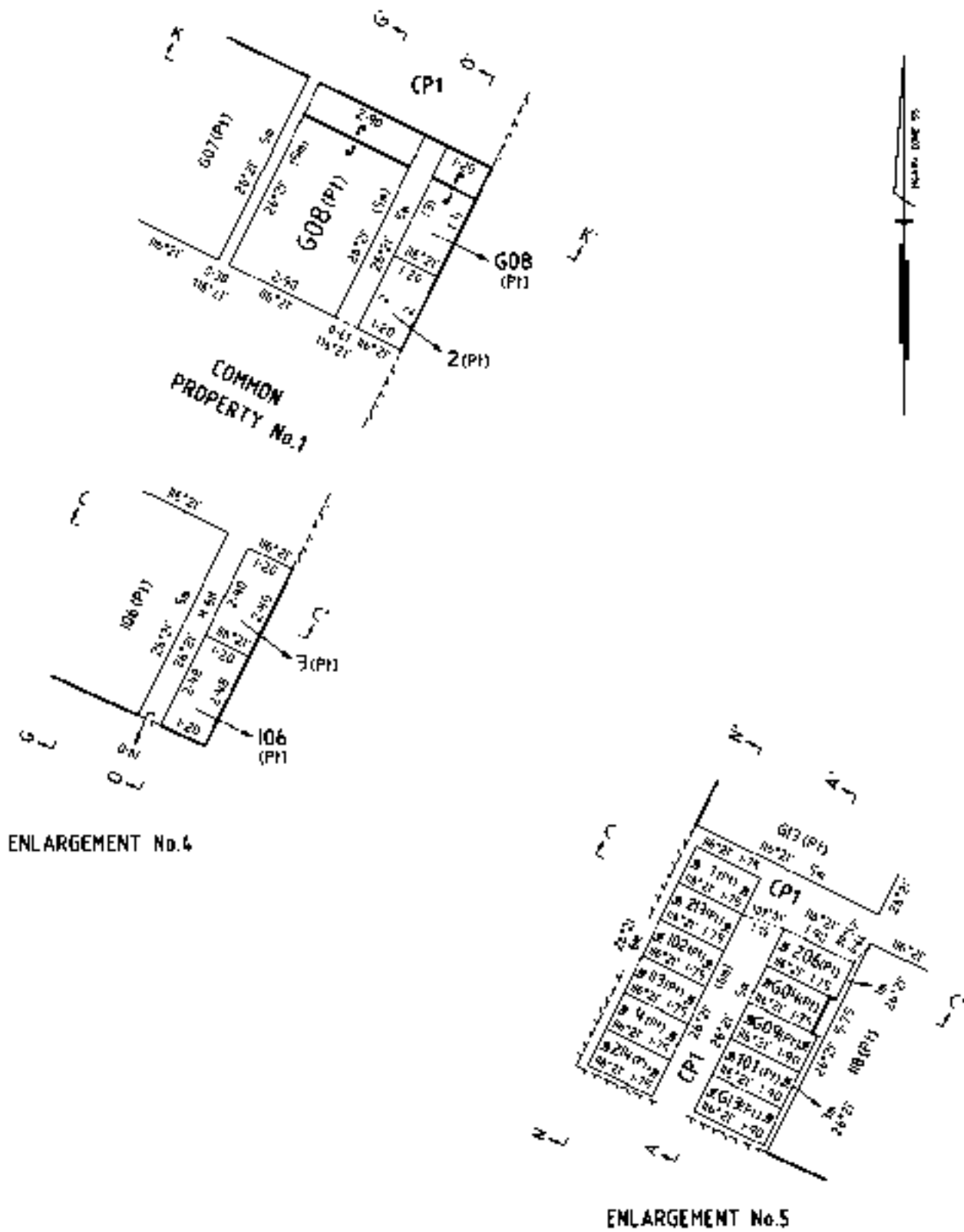


DIAGRAM 1
LOWER GROUND STOREY

Nilsen, Noel & Holmes (Surveyors) Pty. Ltd.
 AGN. 067 949 815
 Surveyors, Engineers & Town Planners
 8A Codrington Street, Granbyville 5917
 Phone (08) 5996 4135
 Email info@nhhsurveyors.net.au



SCALE 1:100
 LENGTHS ARE IN METRES

Digitally signed by Stanley George Jeffrey Nilsen
 Surveyors
 Surveyors Plan 800465T
 17.05.2020 09:48 AM +10:00'

REF 1096 DWG No 1096S 17/02/2020

ORIGINAL SHEET SIZE A3	SHEET 4
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Digitally signed by
 Matthew John Gray
 25.02.2020
 09:16 PM +10:00'

PLAN OF SUBDIVISION

PLAN NUMBER
PS 800465T

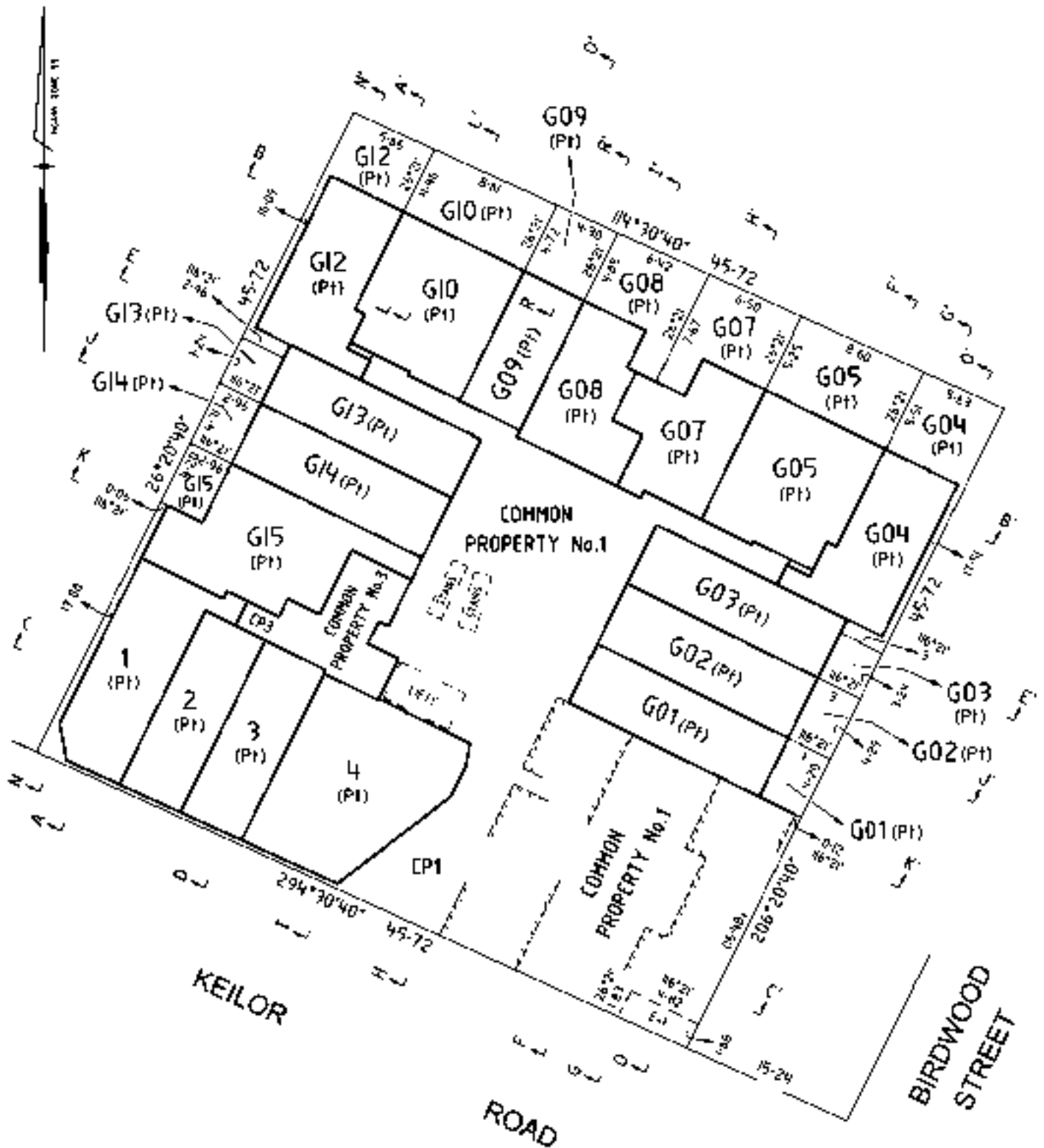


DIAGRAM 2

GROUND STOREY & GROUND LEVEL

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

AGN. 067 949 815

Surveyors, Engineers & Town Planners

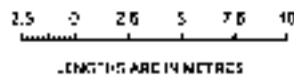
8A Codrington Street, Granby, VIC 3977

Phone (03) 5996 4133

Email mc@nhhsurveyors.net.au



SCALE
1:250



LENGTHS ARE IN METRES

Digitally signed by Stanley George Jeffrey, DN: cn=Stanley George Jeffrey, o=Nilsen, Noel & Holmes (Surveyors) Pty. Ltd., ou=17 Dec 2020 09:48:44, email=s.g.j@nhhsurveyors.net.au

REF: 1096 DWG No 1096S 17/02/2020

ORIGINAL SHEET
SIZE A3

SHEET 5

Digitally signed by
Matthew John Gifford, DN: cn=Matthew John Gifford, o=Nilsen, Noel & Holmes (Surveyors) Pty. Ltd., ou=17 Dec 2020 09:48:44, email=m.j.g@nhhsurveyors.net.au

PLAN OF SUBDIVISION

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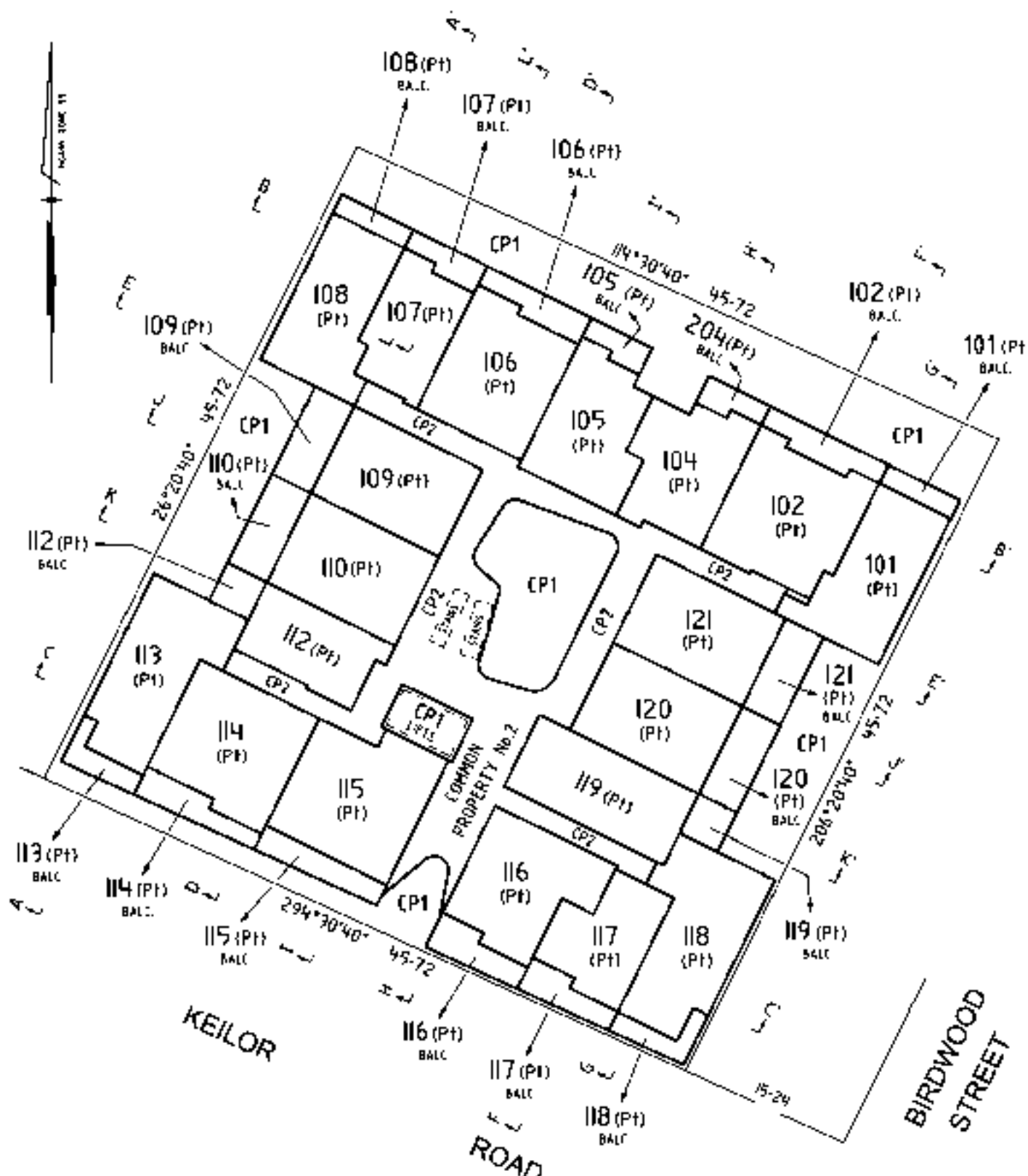


DIAGRAM 3
FIRST STOREY

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

AGN. 067 949 815

Surveyors, Engineers & Town Planners

8A Codrington Street, Granbyville 3977

Phone (03) 5996 4133

ETel: m3@nhsurveyors.net.au



SCALE 1:250
LENGTHS ARE IN METRES

Digitally signed by Stan G. Savage & Noel J. Holmes
Surveyors
Surveyors Plan 800465T
17 DEC 2020 09:48 AM +13:00'00'

REF: 1096 DWG No 1096S 17/12/2020

ORIGINAL SHEET
SIZE A3

SHEET 6

Digitally signed by
Kathleen M. G. G. G. G. G.
25 DEC 2020
09:16 AM +13:00'00'

PLAN OF SUBDIVISION

PLAN NUMBER
PS 800465T

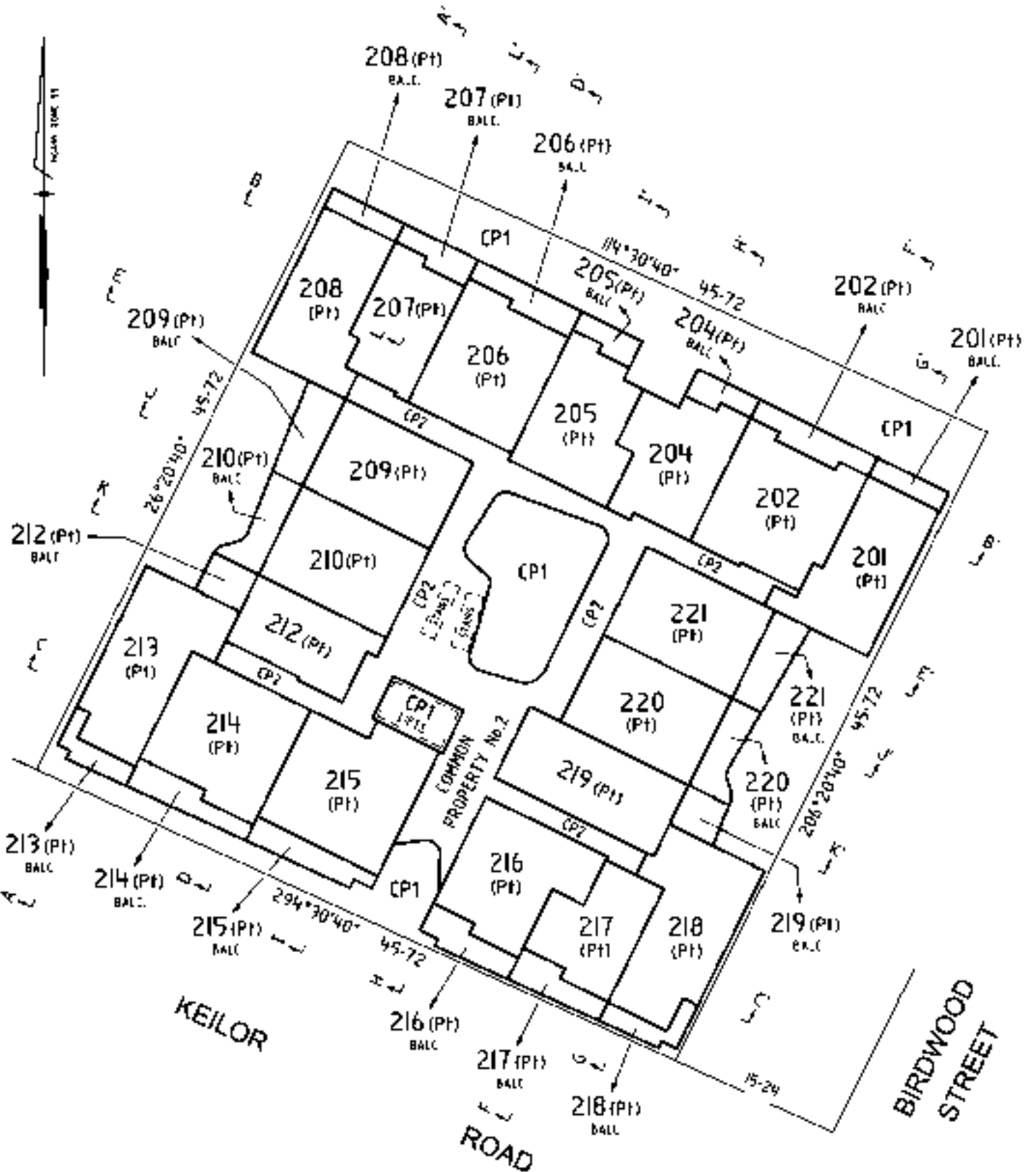


DIAGRAM 4
SECOND STOREY

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

AGN. 067 949 815
Surveyors, Engineers & Town Planners
8A Codrington Street, Granby NSW 2977
Phone (03) 5996 4133
E-MAIL: mch@nhsurveyors.net.au



SCALE 1:250
LENGTHS ARE IN METRES

Digitally signed by Stan G. Joyce, DN: cn=Stan G. Joyce, o=Nilsen, Noel & Holmes (Surveyors) Pty. Ltd., email=stan@nhsurveyors.net.au, c=AU

REF 1096 DWG No 1096S 17/02/2020

ORIGINAL SHEET
SIZE A3

SHEET 7

Digitally signed by
Kathryn Sill, DN: cn=Kathryn Sill, o=Nilsen, Noel & Holmes (Surveyors) Pty. Ltd., email=kathryn@nhsurveyors.net.au, c=AU

PLAN OF SUBDIVISION

PLAN NUMBER
PS 800465T

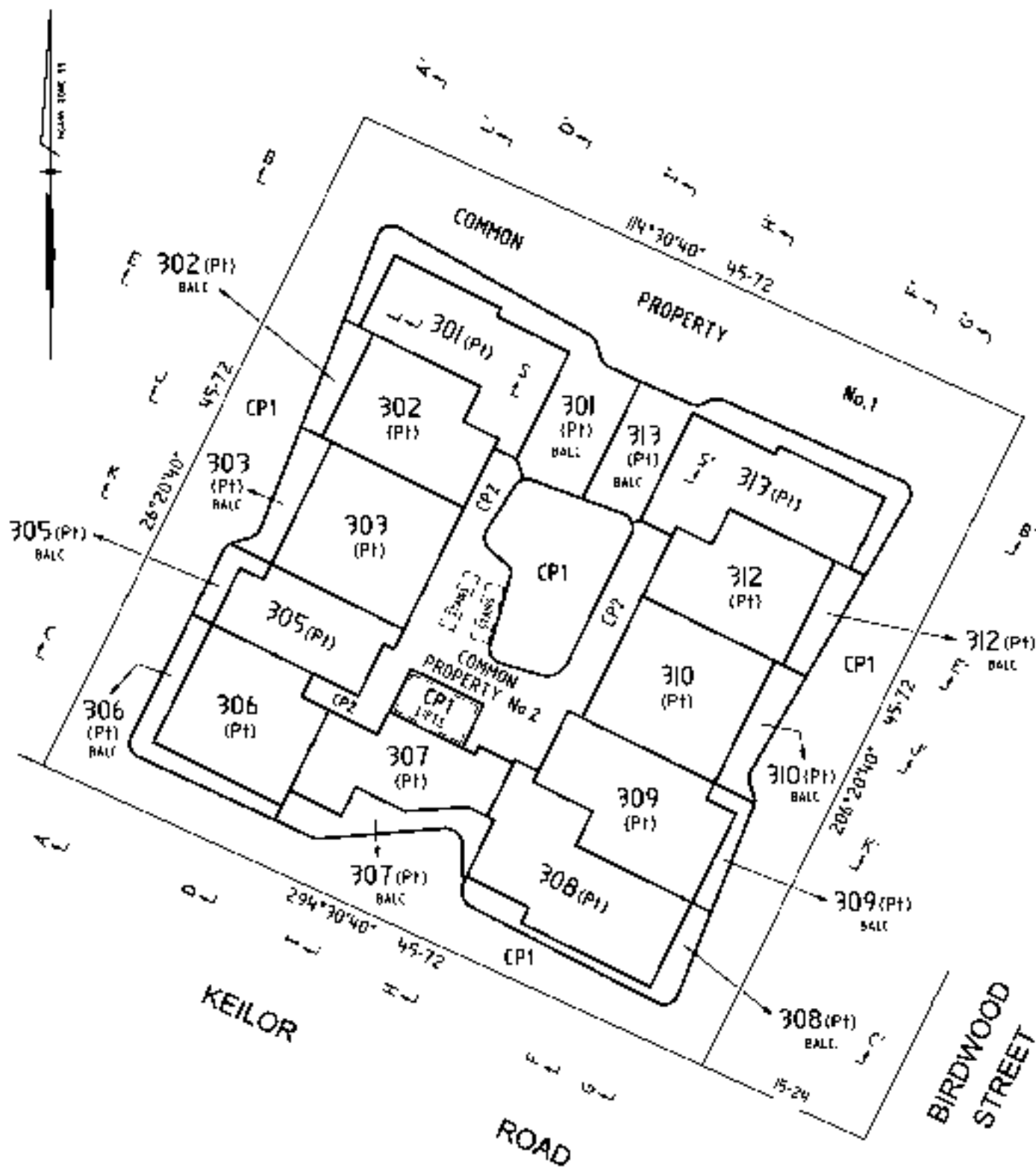


DIAGRAM 5
10TH FLOOR STOREY

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

AGN. 067 949 815

Surveyors, Engineers & Town Planners

8A Cadzow Street, Granby, SA 5977

Phone (08) 5996 4133

Email info@nhhsurveyors.net.au



SCALE
1:250

2.5 0 2.5 5 7.5 10

LENGTHS ARE IN METRES

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Surveyor
Surveyors Plan 800465T
17 DEC 2020 09:48 AM +10:30'00'

REF: 1096 DWG No 1096S 17/12/2020

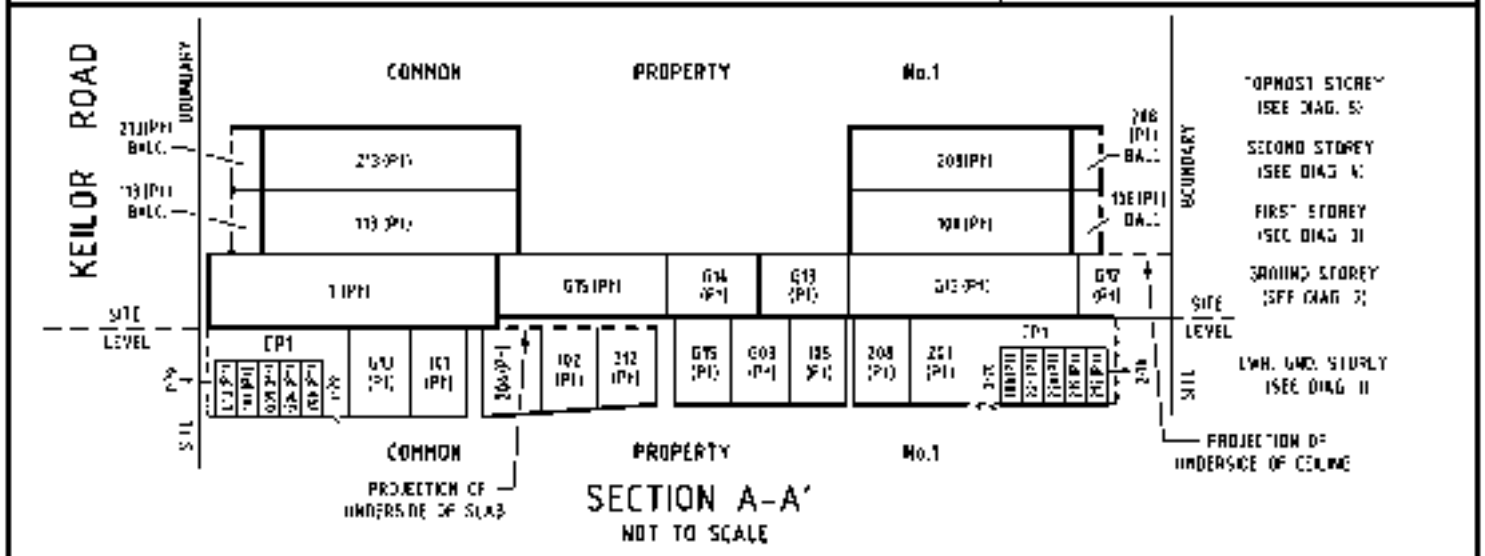
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SIZE A3

SHEET B

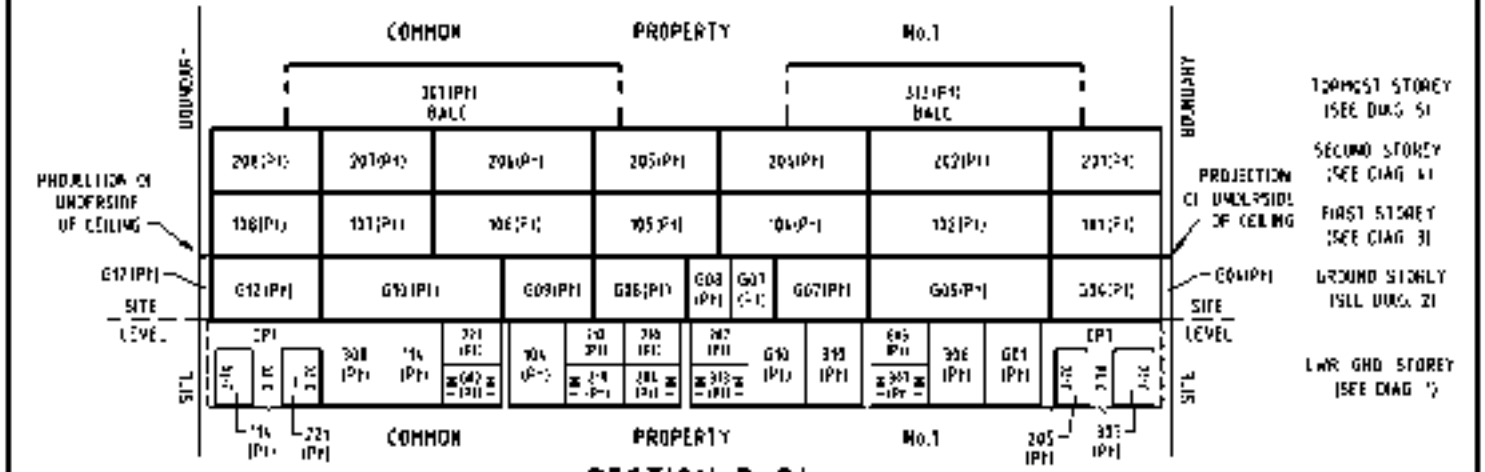
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Matthew John Jeffrey Nilsen
25 DEC 2020
09:16 AM +10:30'00'

PLAN OF SUBDIVISION

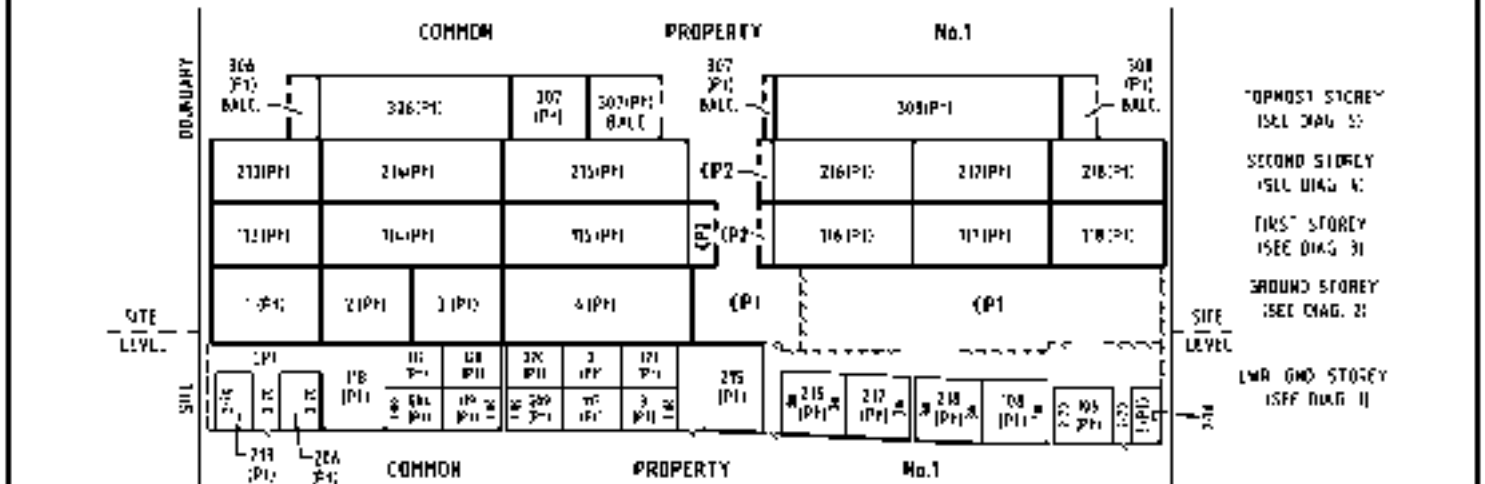
PLAN NUMBER
PS 800465T



SECTION A-A'
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SECTION B-B'
NOT TO SCALE



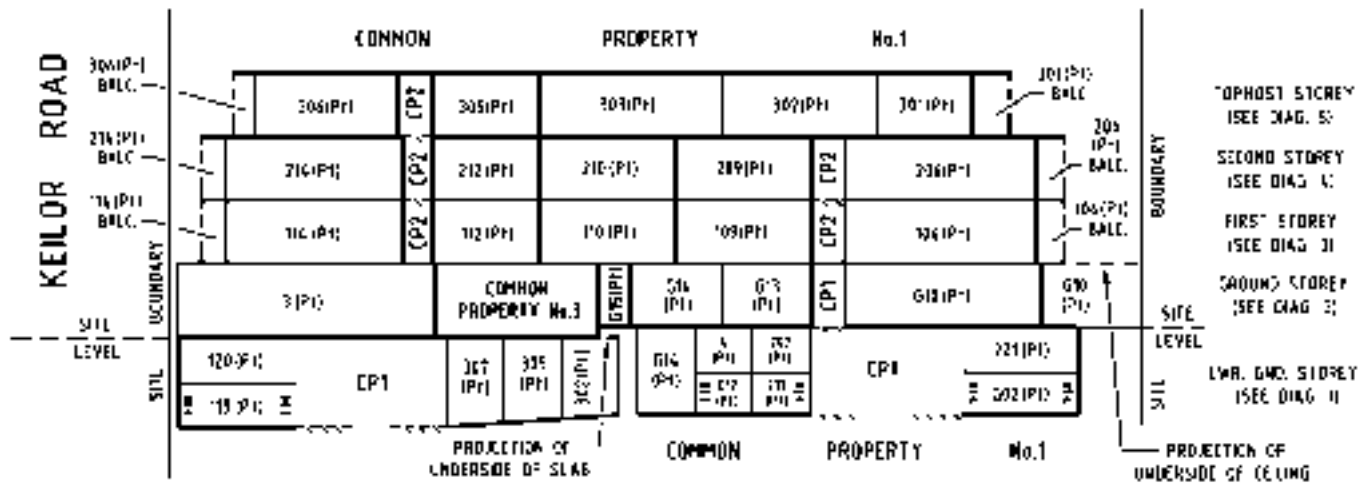
SECTION C-C'
NOT TO SCALE

<p>Nilsen, Noel & Holmes (Surveyors) Pty. Ltd. A/CN. 067 949 815 Surveyors, Engineers & Town Planners 8A Coddington Street, Granbyville 3977 Phone (03) 5996 4135 Email: mc@nshsurveyors.net.au</p>	<p>SCALE NTS LENGTHS ARE IN METRES</p> <p>Digitally signed by Stan G. Savage & Noel & Holmes (Surveyors) Surveyors Plan 800465T v1.0 17/05/2020 09:48:44 AM +12:00'00'</p>	<p>REF: 1096 DWG No 1096S 17/02/2020</p>	
		<p>ORIGINAL SHEET SIZE A3</p>	<p>SHEET 9</p>

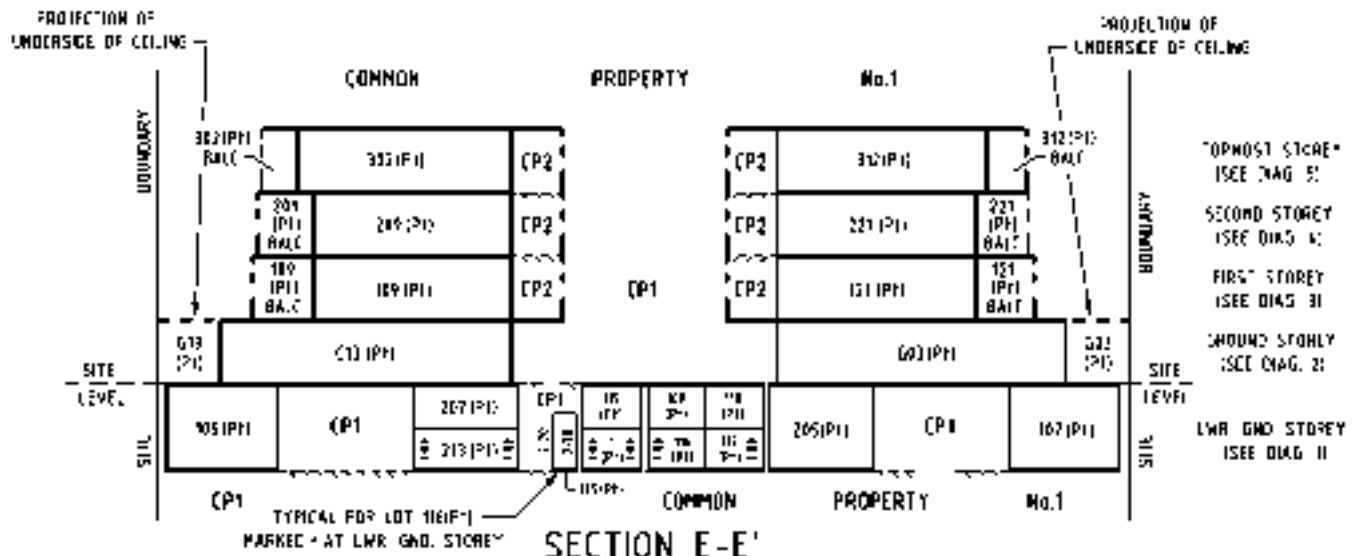


PLAN OF SUBDIVISION

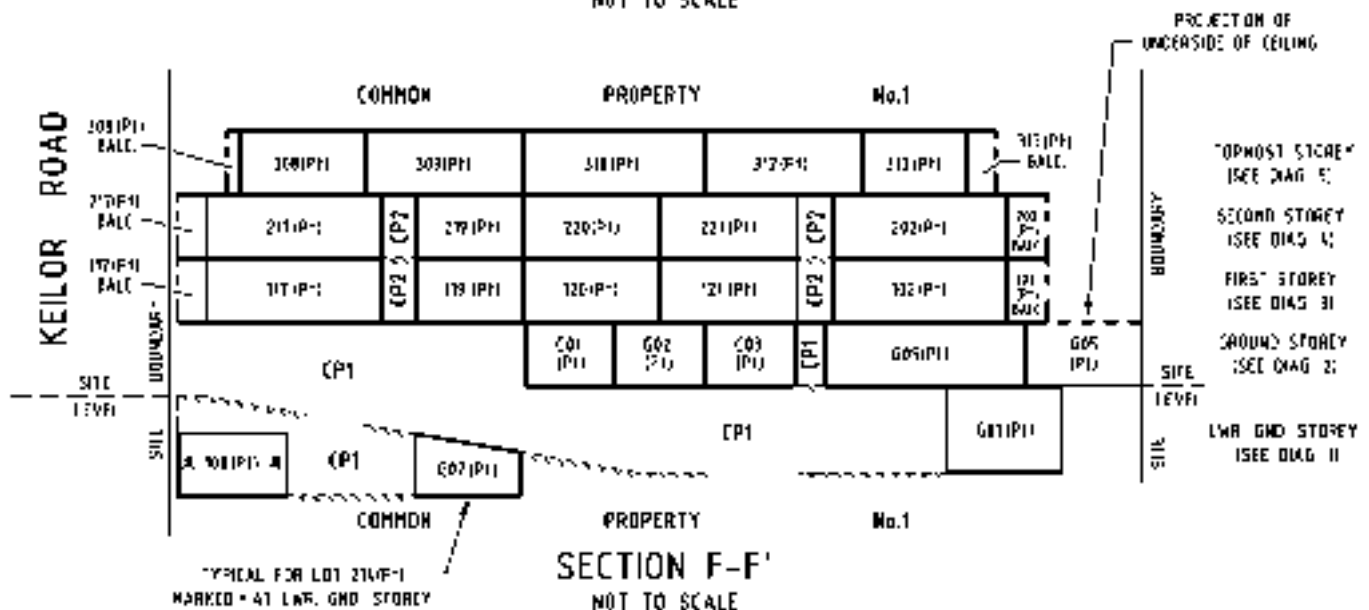
PLAN NUMBER
PS 800465T



SECTION D-D'
NOT TO SCALE



SECTION E-E'
NOT TO SCALE



SECTION F-F'
NOT TO SCALE

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

AGN. 067 949 615

Surveyors, Engineers & Town Planners

8A Cadzow Street, Granby, NSW 2977

Phone (03) 5996 4135

ETel: m070nbsurveyors.net.au



SCALE

NTS

LENGTHS ARE IN METRES

Digitally signed by Stan G. Savage & Noel G. Holmes
Surveyors

Surveyors Plan 800465T File

17 DEC 2020 09:14:40 AEST +10:00'

REF: 1096 DWG No 1096S 17/12/2020

ORIGINAL SHEET
SIZE A3

SHEET 'D'

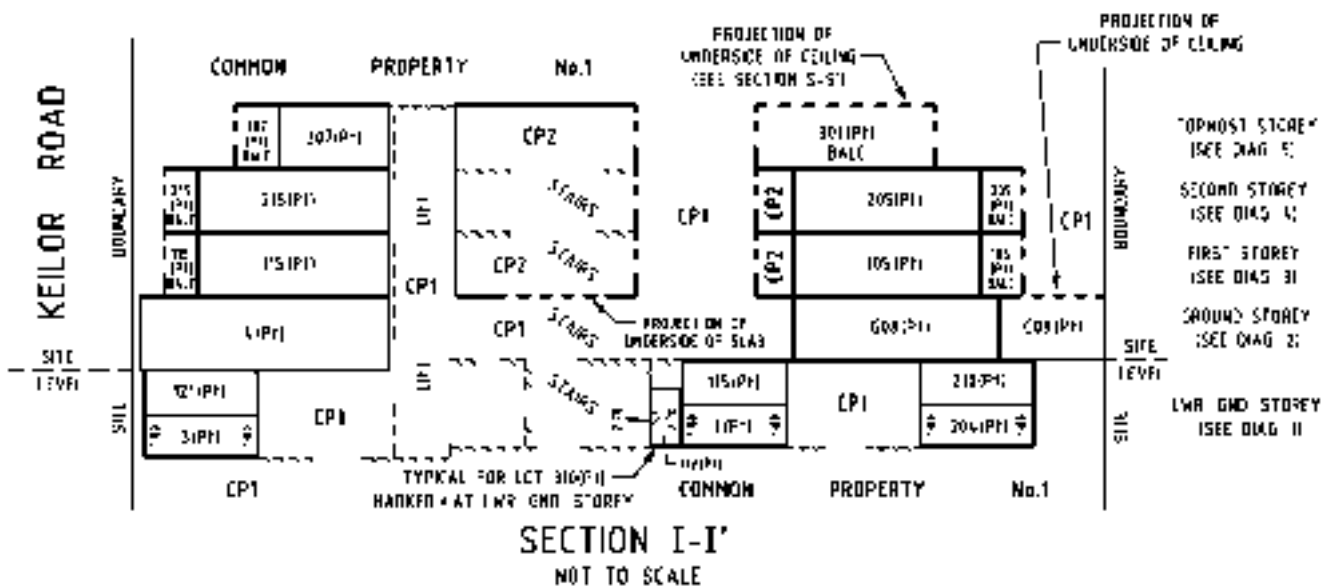
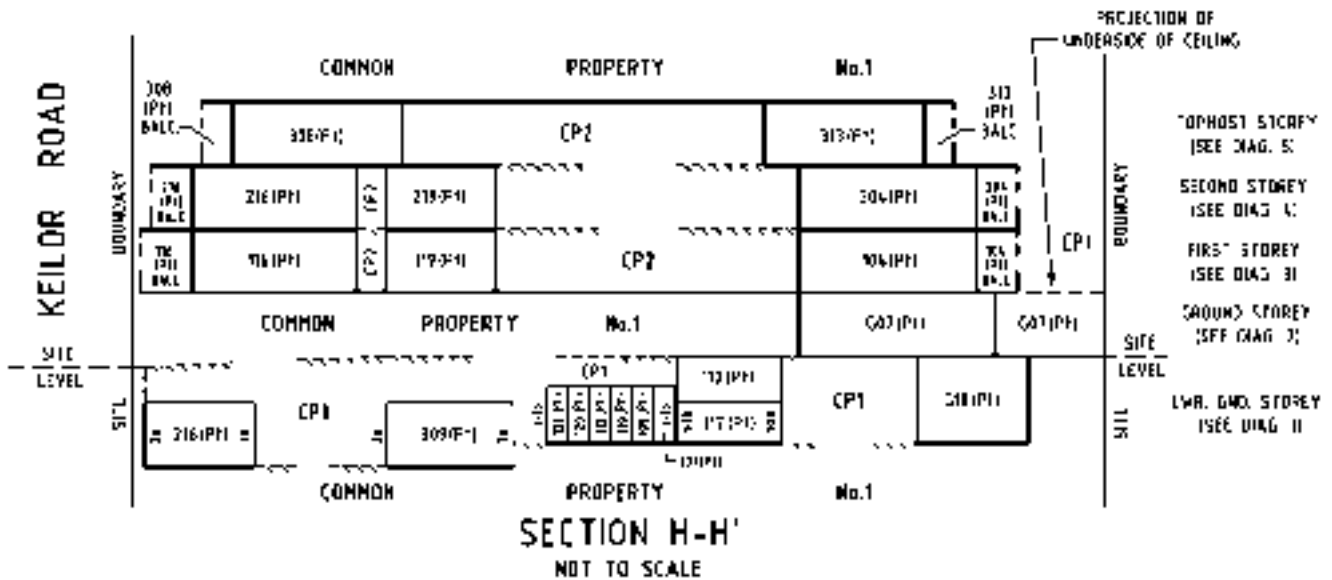
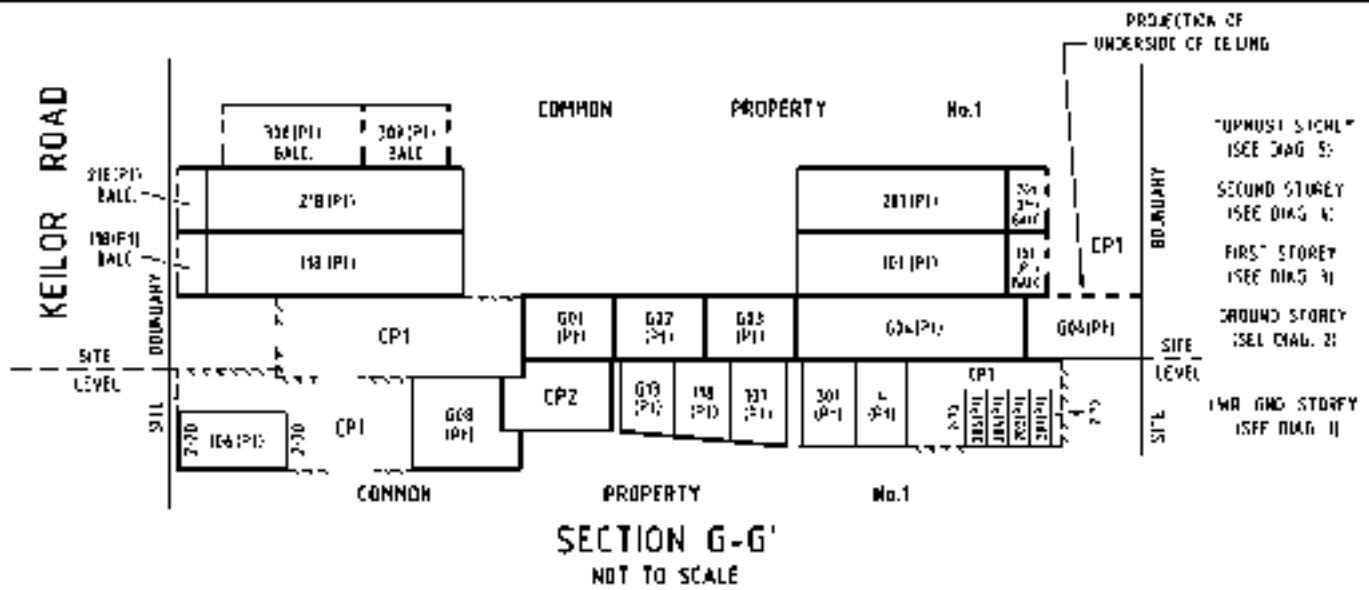
Digitally signed by
Matthew G. G. G. G. G.

25/12/2020

09:14:40 AEST +10:00'

PLAN OF SUBDIVISION

P.LAN NUMBER
PS 800465T



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

AGN. 067 949 815

Surveyors, Engineers & Town Planners

8A Collingwood Street, Cranbourne 3977

Phone (03) 5996 4135

ETel: m3@nhsurveyors.net.au



SCALE
NTS

LENGTHS ARE IN METRES

Digitally signed by Stan G. Savage & Noel J. Holmes
Surveyors
Surveyors Plan 800465T v1.0
17 DEC 2020 09:48:49 AM +13:00:00

REF: 1096 DWG No 1096S 17/12/2020

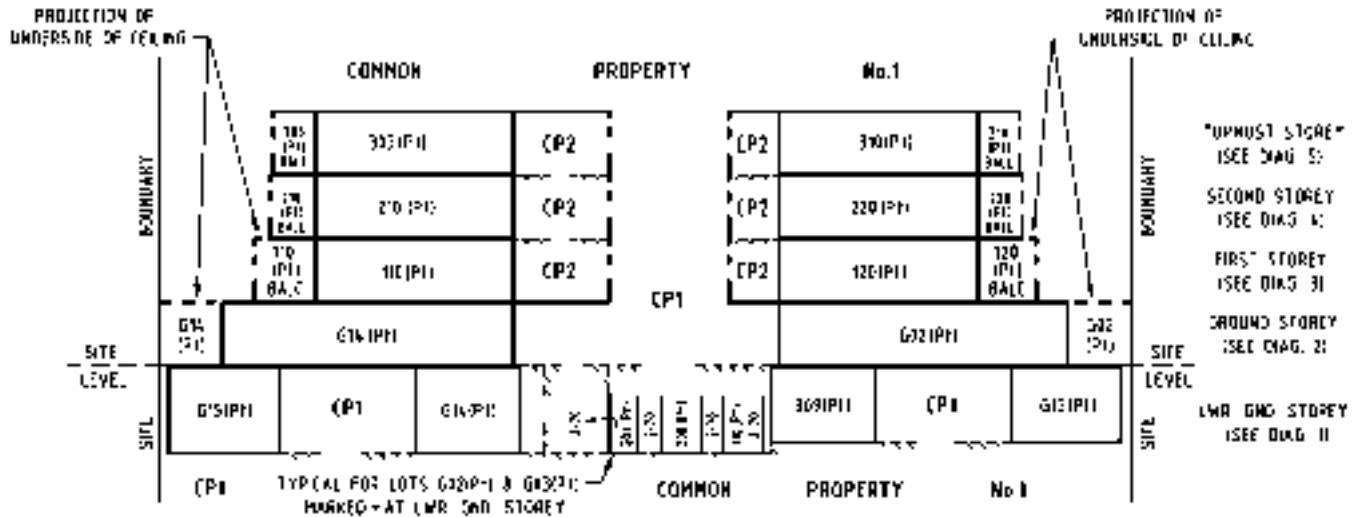
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SIZE A3

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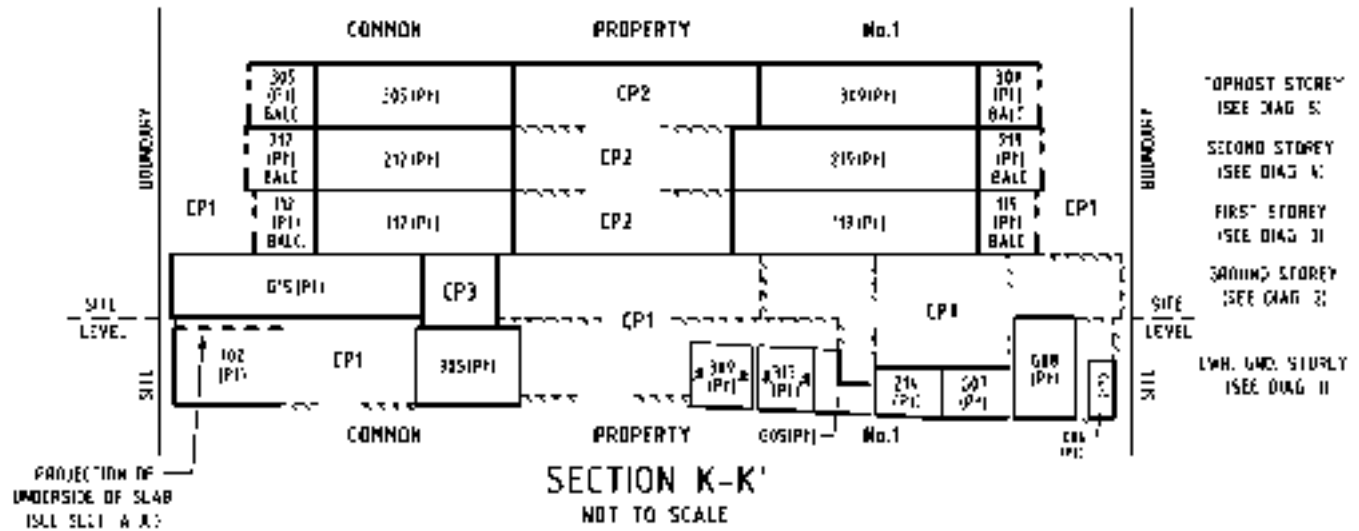
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25 DEC 2020
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 800465T

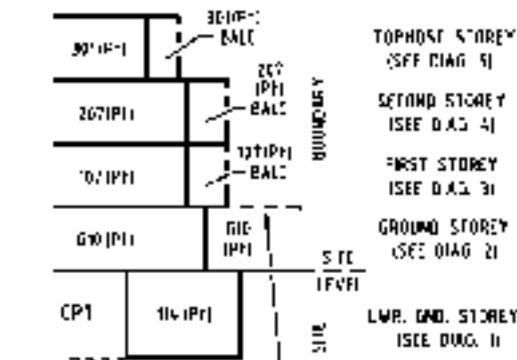


SECTION J-J'
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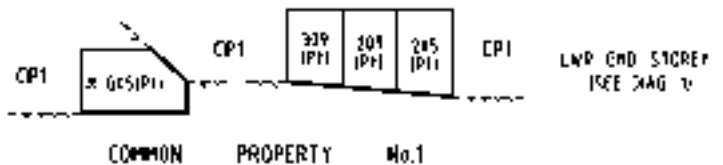


SECTION K-K'
NOT TO SCALE

COMMON PROPERTY No. 1



COMMON PROPERTY No. 1
SECTION L-L'
NOT TO SCALE



SECTION M-M'
NOT TO SCALE

Nilsen, Noel & Holmes (Surveyors) Pty. Ltd.
 A/CN. 067 949 815
 Surveyors, Engineers & Town Planners
 8A Cordingley Street, Cranbourne 3977
 Phone (03) 5996 4135
 Email: mnh@nhsurveyors.net.au



SCALE
NTS
LENGTHS ARE IN METRES

Digitally signed by Stan G. Savage & Noel Nilsen
 Surveyors
 Surveyors Plan 800465T v1.0
 17 DEC 2020 09:48:49 AM +10:00'00'

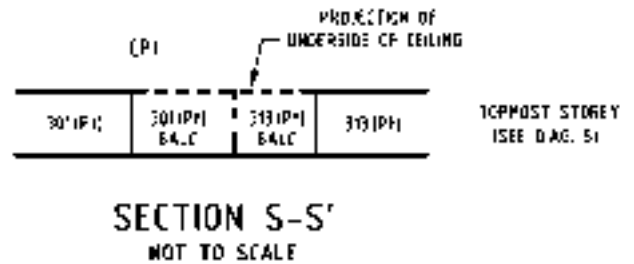
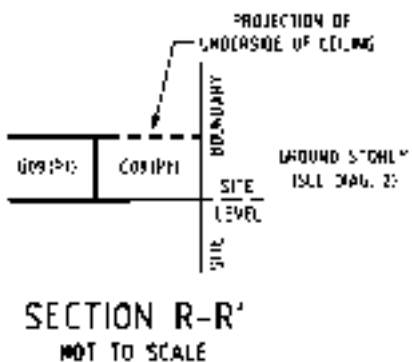
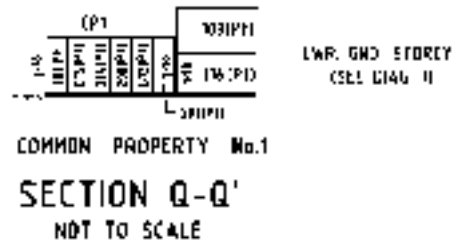
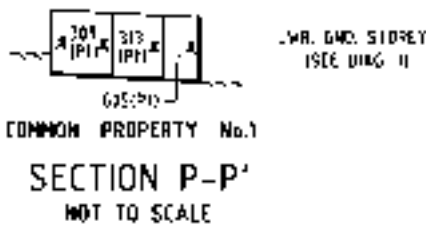
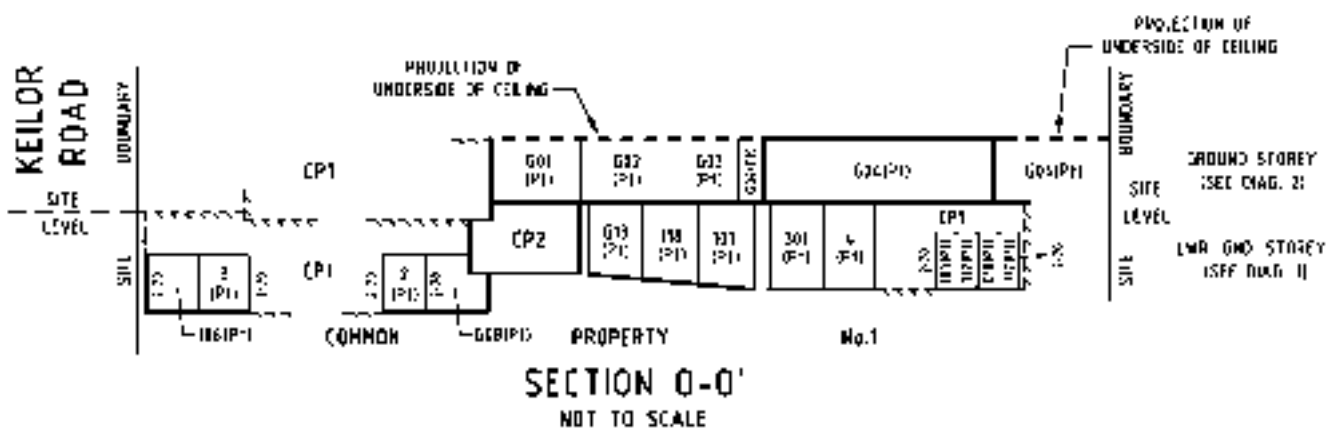
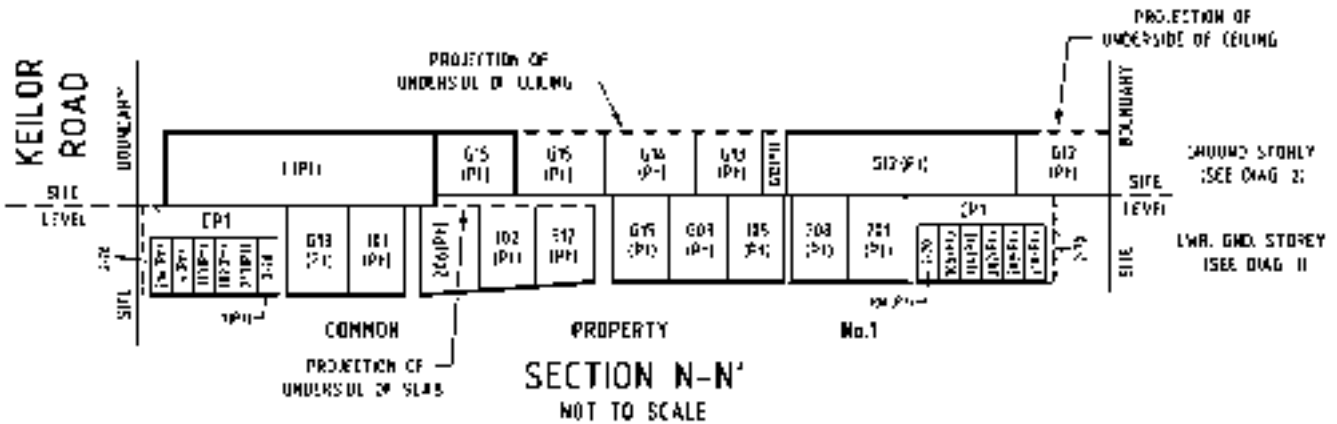
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ORIGINAL SHEET SIZE A3 SHEET '2

Digitally signed by
 Matthew Noel Gye
 25 DEC 2020
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PLAN OF SUBDIVISION

PLAN NUMBER
PS 800465T



Nilsen, Noel & Holmes (Surveyors) Pty. Ltd.
 A/CN. 067 949 815
 Surveyors, Engineers & Town Planners
 8A Cadzow Street, Granbyville 3977
 Phone (03) 5996 4135
 Email mch@nhsurveyors.net.au



SCALE
NTS
LENGTHS ARE IN METRES

Digitally signed by Stanley Savage J. Power, Engineer
 Surveyors
 Surveyors Pty. Ltd.
 DN: cn=Stanley Savage J. Power, o=Surveyors Pty. Ltd., email=stanley.savage@nhsurveyors.net.au, c=au

REF: 1096 DWG No 1096S 17/02/2020

ORIGINAL SHEET SIZE A3 SHEET '3

Digitally signed by
 Matthew S. Power
 DN: cn=Matthew S. Power, o=Surveyors Pty. Ltd., email=matthew.s.power@nhsurveyors.net.au, c=au



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 13/03/2024 11:56:39 AM

OWNERS CORPORATION 1
PLAN NO. PS800465T

The land in PS800465T is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 3, Lots 1 - 4, 101, 102, 104 - 110, 112 - 121, 201, 202, 204 - 210, 212 - 221, 301 - 303, 305 - 310, 312, 313, G01, G10, G12, G13, G14, G15, G02, G03, G04, G05, G07, G08, G09.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

LEVEL 3 521 TOORAK ROAD TOORAK VIC 3142

OC047407E 23/03/2020

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. OC047411P 23/03/2020

Additional Owners Corporation Information:

OC047407E 23/03/2020

Notations:

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

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Lot 1	50	50
Lot 2	40	40
Lot 3	40	40



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 13/03/2024 11:56:39 AM

OWNERS CORPORATION 1
PLAN NO. PS800465T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 4	80	80
Lot 101	50	50
Lot 102	66	66
Lot 104	46	46
Lot 105	47	47
Lot 106	50	50
Lot 107	37	37
Lot 108	50	50
Lot 109	55	55
Lot 110	55	55
Lot 112	38	38
Lot 113	51	51
Lot 114	51	51
Lot 115	51	51
Lot 116	49	49
Lot 117	39	39
Lot 118	51	51
Lot 119	46	46
Lot 120	53	53
Lot 121	53	53
Lot 201	51	51
Lot 202	66	66
Lot 204	46	46
Lot 205	47	47
Lot 206	50	50
Lot 207	37	37
Lot 208	51	51
Lot 209	55	55
Lot 210	55	55



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 13/03/2024 11:56:39 AM

**OWNERS CORPORATION 1
PLAN NO. PS800465T**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 212	38	38
Lot 213	51	51
Lot 214	51	51
Lot 215	51	51
Lot 216	49	49
Lot 217	39	39
Lot 218	51	51
Lot 219	46	46
Lot 220	53	53
Lot 221	53	53
Lot 301	55	55
Lot 302	51	51
Lot 303	70	70
Lot 305	41	41
Lot 306	56	56
Lot 307	59	59
Lot 308	71	71
Lot 309	56	56
Lot 310	74	74
Lot 312	55	55
Lot 313	66	66
Lot G01	47	47
Lot G10	68	68
Lot G12	50	50
Lot G13	48	48
Lot G14	47	47
Lot G15	55	55
Lot G02	47	47
Lot G03	48	48



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 13/03/2024 11:56:39 AM

**OWNERS CORPORATION 1
PLAN NO. PS800465T**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G04	50	50
Lot G05	68	68
Lot G07	47	47
Lot G08	46	46
Lot G09	35	35
Total	3398.00	3398.00

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

Statement End.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 13/03/2024 11:56:39 AM

OWNERS CORPORATION 2
PLAN NO. PS800465T

The land in PS800465T is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 101, 102, 104 - 110, 112 - 121, 201, 202, 204 - 210, 212 - 221, 301 - 303, 305 - 310, 312, 313, G01, G10, G12, G13, G14, G15, G02, G03, G04, G05, G07, G08, G09.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

LEVEL 3 521 TOORAK ROAD TOORAK VIC 3142

OC047408C 23/03/2020

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:

OC047408C 23/03/2020

Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation No. 1

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 101	50	50
Lot 102	66	66
Lot 104	46	46
Lot 105	47	47
Lot 106	50	50



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 13/03/2024 11:56:39 AM

**OWNERS CORPORATION 2
PLAN NO. PS800465T**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 107	37	37
Lot 108	50	50
Lot 109	55	55
Lot 110	55	55
Lot 112	38	38
Lot 113	51	51
Lot 114	51	51
Lot 115	51	51
Lot 116	49	49
Lot 117	39	39
Lot 118	51	51
Lot 119	46	46
Lot 120	53	53
Lot 121	53	53
Lot 201	51	51
Lot 202	66	66
Lot 204	46	46
Lot 205	47	47
Lot 206	50	50
Lot 207	37	37
Lot 208	51	51
Lot 209	55	55
Lot 210	55	55
Lot 212	38	38
Lot 213	51	51
Lot 214	51	51
Lot 215	51	51
Lot 216	49	49
Lot 217	39	39



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 13/03/2024 11:56:39 AM

**OWNERS CORPORATION 2
PLAN NO. PS800465T**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 218	51	51
Lot 219	46	46
Lot 220	53	53
Lot 221	53	53
Lot 301	55	55
Lot 302	51	51
Lot 303	70	70
Lot 305	41	41
Lot 306	56	56
Lot 307	59	59
Lot 308	71	71
Lot 309	56	56
Lot 310	74	74
Lot 312	55	55
Lot 313	66	66
Lot G01	47	47
Lot G10	68	68
Lot G12	50	50
Lot G13	48	48
Lot G14	47	47
Lot G15	55	55
Lot G02	47	47
Lot G03	48	48
Lot G04	50	50
Lot G05	68	68
Lot G07	47	47
Lot G08	46	46
Lot G09	35	35
Total	3188.00	3188.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 13/03/2024 11:56:39 AM

<p>OWNERS CORPORATION 2 PLAN NO. PS800465T</p>
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From 31 December 2007 every Body Corporate is deemed to be an Owners Corporation. Any reference to a Body Corporate in any Plan, Instrument or Folio is to be read as a reference to an Owners Corporation.

Statement End.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 13 March 2024 11:59 AM

PROPERTY DETAILS

Address: **102/294 KEILOR ROAD ESSENDON NORTH 3041**
Lot and Plan Number: **Lot 102 PS800465**
Standard Parcel Identifier (SPI): **102\PS800465**
Local Government Area (Council): **MOONEE VALLEY**
Council Property Number: **250473**
Planning Scheme: **Moonee Valley**
Directory Reference: **Melway 16 B11**

www.mvcc.vic.gov.au

[Planning Scheme - Moonee Valley](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **ESSENDON**

OTHER

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

[View location in VicPlan](#)

Planning Zones

[COMMERCIAL 1 ZONE \(B1Z\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(B1Z\)](#)



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

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

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



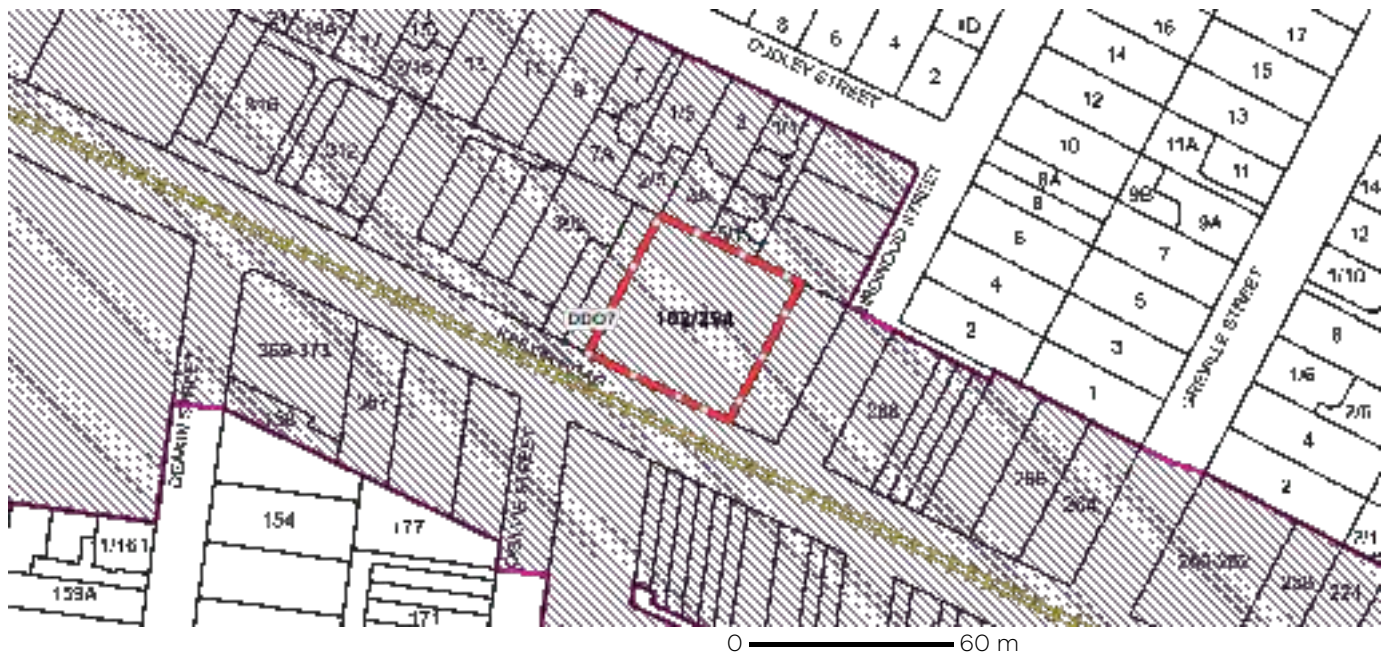
DCPO - Development Contributions Plan Overlay

Tram line

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 7 (DDO7)



DDO - Design and Development Overlay

Tram line

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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)



 HO - Heritage Overlay

 Tram line

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

Further Planning Information

Planning scheme data last updated on 7 December 2023.

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

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

Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

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

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

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

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

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

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

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

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

From www.land.vic.gov.au at 13 March 2024 12:00 PM

PROPERTY DETAILS

Address: **102/294 KEILOR ROAD ESSENDON NORTH 3041**

Lot and Plan Number: **Lot 102 PS800465**

Standard Parcel Identifier (SPI): **102\PS800465**

Local Government Area (Council): **MOONEE VALLEY**

Council Property Number: **250473**

Directory Reference: **Melway 16 B11**

www.mvcc.vic.gov.au

Note: There are 67 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 2089 sq. m

Perimeter: 183 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **Greater Western Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **ESSENDON**

PLANNING INFORMATION

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

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

Planning Property Reports can be found via these two links

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

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

Area Map



Instalment Rate Notice

Rates and charges period 1 July 2023 - 30 June 2024

9 Kellaway Avenue, Moonee Ponds, Victoria 3039
Phone: 9243 8888 | Email: council@mvcc.vic.gov.au
Website: mvcc.vic.gov.au | ABN: 54 651 216 324



Kathy Ngoc Le
66 Nobel Banks Drive
CAIRNLEA VIC 3023

023

Arrears outstanding

\$2,877.05

Due Immediately

Instalment amount

\$304.00

DUE BY 29 February 2024

Assessment number

291913 2

Date of issue: 24 Jan 2024

Property Location: 102/294 Keilor Road, ESSENDON NORTH VIC 3041

Payments made after 18 January 2024 will not appear on this notice

Details of rates and charges

Arrears:	\$2,877.05
3rd Instalment:	\$304.00
Total Due:	\$3,181.05

If you are currently on a payment plan please continue with your agreed schedule of payments

Instalment 4
\$304.00
Due 31/05/2024



Billers Code: 93658
Ref: 2919132

BPAY® This payment via internet or phone banking



Billers Code: 0345
Ref: 2919132

Pay in-store at Australia Post, by phone on 13 18 16
or online at auspost.com.au/postbillpay

POST



*345 2919132

Payment advice **\$3,181.05**

Name: Kathy Ngoc Le

Property: 102/294 Keilor Road, ESSENDON
NORTH VIC 3041

Assessment number: 291913 2



Ref No: 73152D0A3Z

Scan to receive your notice via email
or visit mooneevalley.enotices.com.au/signup



Date of declaration Council declared rates and charges for the 2023/24 rateable year on 28 June 2023.

Allocation of payments

Payments of rates and charges are allocated as follows:

1. Legal costs owing, if any
2. Interest owing, if any
3. Arrears, separate rates, garbage charges, if any
4. Current rates owing.

Penalty interest on any arrears will continue to accrue until full payment of the outstanding amount and interest is received.

Financial hardship

If you think you will have difficulty paying your rates, please contact Council to discuss how we can help.

Payment by instalments

Rates paid in four instalments are due on: 30 September 2023, 30 November 2023, 29 February 2024 and 31 May 2024. You will receive an instalment notice for future instalments. Failure to receive a notice is not accepted as a reason for late payment.

Payment arrangements

You can pay your rates weekly, fortnightly or monthly under an agreement with Council. Visit mvcc.vic.gov.au/rates or contact us on 9243 8888 to arrange a payment plan that suits your individual needs. Please note, payment plans arranged by Council are not eligible for Direct Debit.

Penalties for failing to pay

Instalments not paid on or before the due dates will be charged interest from the due date of that instalment. The interest rate charged is fixed under the Penalty Interest Rate Act 1983. The rate applied for 2023/24 is 10 per cent per annum.

Rate capping

Council complies with the Victorian Government's rate cap of 3.5 per cent (%). The rate cap applies to the average annual increase of all rates and charges. Rates and charges for your property may have increased or decreased by a different amount due to:

1. The valuation of your property relative to the valuation of other properties in Moonee Valley
2. The application of any differential rate by Council
3. The inclusion of other rates and charges not covered by the Victorian Government's rates cap.

Change of ownership or address

Property owners must notify Council in writing about any changes in name, address or ownership of their property.

Get a copy of your rates notices

Sign up to eNotices to receive rate notices by e-mail and access previous notices from 2014 onwards at any time for free. To get a printed copy sent to you, a cost of \$22 per financial year applies.

Notice of valuation

The property listed on the front of this notice, owned or occupied by you, has been valued as at its 1 January 2023 level of value. The State Revenue Office uses the site value to assess land tax under the Land Tax Act 2005. Visit sro.vic.gov.au to learn more.

Objection to valuations

Under Sections 16, 17 and 18 of the Valuation of Land Act 1960, you may object to your property valuation on specific grounds. Formal objections to valuation must be made within two months of the date of Annual Valuation and Rate Notice issued in August 2023, by visiting: ratingvaluationobjections.vic.gov.au. Rates must still be paid by the due date, to avoid interest being charged.

Victorian Government Fire Services Property Levy

The levy amount including the fixed and variable charges are displayed on the front of this notice. Eligible pensioners and veterans currently receiving a concession on their rates will also receive a \$50 concession on their Fire Services Property Levy.

Owners of rateable land and non-rateable residential land may apply to Council for a waiver, deferral or concession of this levy, under the Local Government Act 1989. This does not apply to commercial, industrial, primary production, public benefit and non-rateable leviable land.

Pension concession

Eligible pensioners (e.g. Pensioner Concession Card holders) who have not received a rebate, should contact Council to confirm their eligibility and complete an application form. Pensioners who have received a rebate who are no longer eligible must inform Council in writing immediately.

Privacy Act

Council collects personal information to perform any duties, functions or exercise any powers conferred on a Council by the Local Government Act or any other Act. This information will be managed in accordance with the Privacy and Data Protection Act 2014, Health Records Act 2001 and relevant policies of Council. For further information email privacy@mvcc.vic.gov.au.

Payment methods



Online

Visit mvcc.vic.gov.au/rates. Click on **Make a Rates Payment** and then select **Pay Online**. Follow instructions to payment portal. VISA and MasterCard accepted.

eNotices

@eNotices
Visit mooneevalley.enotices.com.au and login to pay your notice online. Alternatively, you can click the **make a payment** link from the email delivering your notice. Please note: Merchant Fees apply.



Direct Debit

Visit mvcc.vic.gov.au/rates to register for **monthly direct debits** from your bank account. For assistance setting up, call us on 9243 8888 between 9.30am and 5pm, Monday to Friday.



Australia Post Billpay

Pay in-store at Australia Post, online at auspost.com.au/postbillpay or by phone 13 98 16. Cash, cheque, EFTPOS and credit cards accepted (including Diners and Amex).



BPAY®

Pay BPAY bill via **mobile or internet banking**. Alternatively, phone your participating bank, credit union or building society to make a BPAY payment directly from your cheque, savings or credit card.



Mail

Detach payment slip at dotted line and **mail with cheque** to: Moonee Valley City Council, PO Box 126, Moonee Ponds VIC 3039



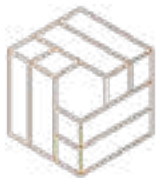
Phone

Phone Council's credit card payment line on 1300 738 574 (open 24 hours). VISA and MasterCard accepted.



In Person

Pay with **cash, cheque or EFTPOS** (cheque, savings or credit card) at: **Moonee Valley Civic Centre** 9 Kellaway Avenue, Moonee Ponds. Open Monday to Friday, 9am to 4pm. Cheques payable to Moonee Valley City Council. VISA and MasterCard accepted.



T I D E W A Y S

Level 3, 521 Toorak Rd, Toorak VIC 3142
PO Box 1027, Caelfield North Vic 3161

T: (03) 9534 4614 E: enquire@tideways.com.au

AMM: ST 076 801 851

Member - Strata Community Australia

www.tideways.com.au

25 February 2024

Plan of Subdivision No. 800465T
Not registered for GST

ABN: 40 469 386 435

Tax Invoice

Kathy Ngoc Le
66 Nobel Banks Drive,
Cairnlea VIC 3023

Ref 102/294 Keilor road
Re Lot 102 Plan of Subdivision No. 800465T
Fee 168.60 Paid
Above Fee includes GST

Please see attached Section 151 as requested.

To the Applicant
Should any monies be owing on the account, please note the following payment details:
BSB: 067-970
StrataPay Reference: 155542525

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

Owners Corporation KEILOR RD 294 (CURVE)
 294 Keilor Road
 Essendon North Vic
 3041

Plan Number: 800465T

Vendor Kathy Ngoc Le
 Reference 102/294 Keilor road

This certificate is issued for Lot 102 on OC1 - Whole Building Plan Number 800465T Lot Liability 66 Lot Entitlement 66
 the postal address of which is: 102/294 Keilor Road, Essendon North Vic 3041

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
01/04/23 to 30/06/23	561.66	01/04/23		06/03/23
01/07/23 to 30/09/23	621.06	20/07/23		21/06/23
01/10/23 to 31/12/23	621.05	01/10/23		31/08/23
01/01/24 to 31/03/24	621.05	01/01/24		28/11/23
01/04/24****30/06/24	621.05	01/04/24		

Regulation 16(b)

The Administration Fund fees are paid up until 31/03/22
 Amount unpaid including billed not yet due \$4,266.80

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

Unpaid Administration Fund Fees \$4,266.80
 (Credit shown with -)

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

Description	Amount	Due Date	Date Paid	Notice Date
01/07/23 to 30/09/23	24.28	20/07/23		21/06/23
01/10/23 to 31/12/23	24.28	01/10/23		31/08/23
01/01/24 to 30/03/24	24.28	01/01/24		28/11/23
01/04/24****30/06/24	24.28	01/04/24		

Regulation 16(b)

The Maintenance Fund fees are paid up until 30/06/23
 Amount unpaid including billed not yet due \$72.84

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

Unpaid Maintenance Fund Fees \$72.84
 (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
See Annexure 'Fees Details'				

Amount unpaid including billed not yet due \$330.19

Unpaid Administration Fund Special Fees \$330.19
 (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
See Annexure-Fees Details				464.05
See Annexure-Fees Details				24.28
See Annexure-Fees Details				485.58
Other		1994.04		1994.04

Interest Rate: 10.00 Interest to Certificate Date: \$718.41 Daily Interest Accruing: \$1.55

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 102 On OC1 - Whole Building Plan Number 800465T

1 to 5 Section 151(4)(a)(iii) Regulation 16(c) Summary of Amounts unpaid

Annual Fees	\$4,339.64
Special Fees	\$330.19
Other Payments	\$2,967.95
Interest	\$718.41

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$8356.19) **\$8,356.19**

- 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): \$86,022.24
- 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: See Attached 'COMMON PROPERTY AFFECTED'
- 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: See Attached 'SERVICE TO MEMBERS'
- 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:
Tideways Pty Ltd PO Box 1027 Caulfield North VIC 3161
Telephone: 03 9534 4614 Facsimile: Email: chris.galea@tideways.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 102 On OC1 - Whole Building Plan Number 800465T

The Common Seal of The Victorian Owners Corporation KEILOR RD 294 (CURVE) PLAN OF SUBDIVISION NO. 800465T was hereunto affixed on 25 February 2024 and witness by and in the presence of Tideways Pty Ltd by its duly authorised officer being a person authorised under the Victorian Owners Corporations Act 2006 to the fixing of the Common Seal.



Dated: 25 February 2024

Owners Corporation Manager
Chris Galea

INSURANCE DETAILS
KEILOR RD 294 (CURVE)

Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$34,980,000	24/03/24		\$32,345.96
<i>CONTENTS</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$349,800	24/03/24		
<i>FIDELITY GUARANTEE</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$250,000	24/03/24		
<i>GOVERNMENT AUDIT</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$25,000	24/03/24		
<i>LEGAL EXPENSES</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$50,000	24/03/24		
<i>LOSS OF RENT</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$5,247,000	24/03/24		
<i>LOT OWNERS IMPROVEME</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$250,000	24/03/24		
<i>MACHINERY BREAKDOWN</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$250,000	24/03/24		
<i>OFFICE BEARERS</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$1,000,000	24/03/24		
<i>PUBLIC LIABILITY</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$20,000,000	24/03/24		0.00
<i>VOLUNTARY WORKERS</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$200,000/\$2,000	24/03/24		
<i>WH&S</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$100,000	24/03/24		

Item 10 - Non-Budget Items

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 31/03/2024 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT. 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.

Item 11 - Common Property Affected

Substation Lease affecting OC No. 1

Item 12 - Service to Members

1. Hot Water, Cooktop Gas & Embedded Network Management Agreement (TENC)
2. Cleaning and Caretaking Agreement (Proactive)
3. Waste Management Agreement (Urban Waste)
4. Car Stacker Service Agreement (Car Stackers Service Division)

Item 22 - Other Matters

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.

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

Owners Corporations Regulations 2018
S.R. No. 154/2018

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.

Model Rules for an Owners Corporation

Schedule 9, Regulation 11, Owners Corporation Regulations 2018

1. Health, safety and security

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

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

1.2. Storage of flammable liquids and other dangerous substances and materials

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

1.3. Waste disposal

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

1.4. Smoke Penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5. Fire safety information

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

2. Committees and sub-committees

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

A committee may appoint members to a sub committee without reference to the owner's corporation.

3. Management and administration

3.1. Metering of services and apportionment of costs of services

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

- a. must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
- b. is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1. Use of common property

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

4.2. Vehicles and parking on common property

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

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

4.3. Damage to common property

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

5. Lots

5.1. Change of use of lots

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

Example

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

5.2. External appearance of lots

- 1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- 2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- 3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- 4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- 5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3. Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1. Behaviour of owners, occupiers and invitees on common property

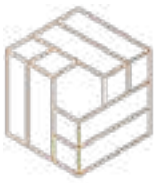
An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2. Noise and other nuisance control

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

7. Dispute resolution

- 1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- 2) The party making the complaint must prepare a written statement in the approved form.
- 3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- 4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- 5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
 - a. A meeting under subrule (5) may be held in person or by teleconferencing, including videoconference.
- 6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - a. Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - b. The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- 7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- 8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.



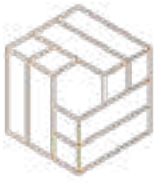
Plan of Subdivision No. 800465T

294 Keilor Road Essendon North Vic 3041

BALANCE SHEET

AS AT 25 FEBRUARY 2024

	ACTUAL 25/02/2024	ACTUAL 31/03/2023
<u>OWNERS FUNDS</u>		
Administrative Fund 1	78,942.73	(8,947.95)
Administrative Fund 2	44,808.56	45,558.71
Administrative Fund 3	1,225.58	(1,032.12)
Administrative Fund 4	4,661.56	4,050.34
Maintenance Fund 1	5,000.08	0.00
Maintenance Fund 2	25,000.00	0.00
TOTAL	\$ 159,638.51	\$ 39,628.98
<u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Bank Balance Admin Fund	101,952.71	64,559.16
Bank Balance Maintenance Fund	29,655.95	0.00
Levies In Arrears	22,531.05	9,965.04
Other Arrears	5,368.46	4,723.89
Interest On Overdue Levies	2,104.57	1,043.03
Secondary Debtors	0.00	825.00
Loan Oc1&Oc3	17,999.97	17,999.97
TOTAL ASSETS	179,612.71	99,116.09
<u>LIABILITIES</u>		
Loan Oc2	17,999.97	17,999.97
Creditors	631.05	4,097.20
Arrears Fee Clearing Account	(798.60)	0.00
Arrears Fee Clearing Acc Oc1	1,234.20	0.00
Levies In Advance	907.58	37,383.38
Sundry Creditors Oc 3	0.00	6.56
TOTAL LIABILITIES	19,974.20	59,487.11
NET ASSETS	\$ 159,638.51	\$ 39,628.98



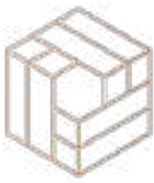
Plan of Subdivision No. 800465T

294 Keilor Road Essendon North Vic 3041

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2023 TO 25 FEBRUARY 2024

	ACTUAL	BUDGET	ACTUAL
	01/04/23-25/02/24	01/04/23-31/03/24	01/04/22-31/03/23
ADMINISTRATIVE FUND			
ADMINISTRATIVE FUND INCOME			
Administrative Fund 1	124,841.82	127,900.00	94,833.94
Administrative Fund 2	108,454.27	108,500.00	100,658.50
Administrative Fund 3	8,360.77	8,500.00	6,971.48
Administrative Fund 4	11,352.12	11,352.00	10,676.10
Special Levy Contributions 1	17,000.00	0.00	0.00
Special Levy Contributions	200.01	0.00	0.00
Admin Fund - Post Agm Adjust 1	3,058.20	0.00	20,833.50
Admin Fund - Post Agm Adjust 2	45.73	0.00	7,658.65
Admin Fund - Post Agm Adjust 3	139.23	0.00	971.55
Admin Fund - Post Agm Adjust 4	0.00	0.00	676.02
Special Levy-Insurance Oc1	0.00	7,500.00	0.00
Loan Repayment Oc1	0.00	17,999.91	6,781.00
Loan Repayment Oc3	0.00	0.00	1,815.25
Insurance Claims Paid Oc 1	0.00	0.00	7,458.45
Fob/Remote Payment Oc 1	1,250.00	0.00	490.30
Owner Expense Clearing Oc 1	(709.50)	0.00	0.00
Admin Overdue Interest	772.34	0.00	574.27
Admin Overdue Interest	601.63	0.00	530.69
Admin Fund Overdue Int Oc3	11.04	0.00	34.21
Admin Overdue Interest	90.66	0.00	72.24
Deficit Levy 1	0.00	9,500.00	24,999.97
Deficit Levy - Oc3	0.00	200.00	0.00
TOTAL OPERATING FUND INCOME	275,468.32	291,451.91	286,036.12
ADMIN FUND EXPENDITURE			
Accounting - Review Oc1	440.00	440.00	440.00
Audit / Review Fees Oc2	440.00	440.00	440.00
Audit / Review Fees Oc3	0.00	440.00	440.00
Audit / Review Fees Oc4	0.00	440.00	440.00
Strata Pay Oc1	222.30	220.00	387.85
Back To Base Monitoring Oc1	2,123.07	2,100.00	2,023.90
Report - Maintenance Plan Oc4	660.00	0.00	0.00
Car Stacker - Maintenance Oc4	7,645.00	8,000.00	7,645.00
Cleaning Oc1	2,881.04	3,000.00	2,957.62
Cleaning Oc2	23,043.17	25,000.00	23,655.37



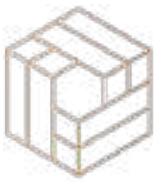
Plan of Subdivision No. 800465T

294 Keilor Road Essendon North Vic 3041

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2023 TO 25 FEBRUARY 2024

	ACTUAL	BUDGET	ACTUAL
	01/04/23-25/02/24	01/04/23-31/03/24	01/04/22-31/03/23
Cleaning Oc3	2,881.04	3,100.00	2,957.62
Cleaning - Sundries Oc1	375.95	350.00	124.05
Cleaning - Sundries Oc2	0.00	300.00	39.95
Cleaning - Sundries Oc3	275.73	150.00	49.50
Cleaning Windows Oc2	0.00	3,000.00	0.00
Garage Door Servicing Oc1	209.00	500.00	379.50
Automatic Door Servicing Oc1	903.76	500.00	858.00
Electricity Oc1	6,226.41	7,900.00	7,112.92
Electricity Oc2	6,226.42	8,000.00	7,112.92
Electricity Oc3	691.83	850.00	790.31
Electricity Oc4	691.81	800.00	790.32
Essential Services Oc1	5,289.38	6,400.00	5,980.28
Ess. Svs Maint-Repair Oc1	3,273.56	4,000.00	2,257.20
General Repairs & Maint. Oc1	6,801.99	12,500.00	34,907.18
General Repairs & Maint. Oc2	3,708.67	3,000.00	4,489.60
General Repairs & Maint Oc3	825.00	1,100.00	0.00
General Repairs & Maint. Oc4	1,784.75	1,500.00	1,540.00
Cctv Remote Access Oc1	738.27	1,000.00	951.08
Gutters & Downpipes Oc1	0.00	400.00	388.00
Height Safety Anchor Sys. Oc1	2,339.70	1,000.00	995.46
Insurance- Premium Oc1	0.00	45,000.00	32,345.96
Insurance- Claims Exp. Oc1	0.00	0.00	8,458.45
Insurance - Endorsement Oc1	7,808.20	7,500.00	0.00
Insurance- Valuation Oc1	1,980.00	0.00	0.00
Legal & Debt Collect Fees Oc1	79.99	0.00	1,453.69
Loan Repayment Oc2	0.00	0.00	1,815.25
Lift - Maintenance Oc1	7,288.51	9,500.00	9,014.67
Lift - Sim Cards Oc1	693.00	1,000.00	924.00
Keys & Remotes Oc1	1,265.00	500.00	363.00
Loan Repayment To Oc2	0.00	17,999.91	6,781.00
Legal Expenses Oc1	264.00	0.00	0.00
Maintenance Plan Oc1	1,972.00	2,500.00	0.00
Maintenance Plan Oc2	880.00	2,500.00	0.00
Management Fees Oc2	22,745.13	24,813.00	24,812.53
Management Fees Oc3	1,467.61	1,601.00	1,600.20
Management Fees- Addit Oc1	405.00	2,000.00	3,372.00
Management Fees- Addit Oc2	50.00	0.00	0.00
Management Fees- Addit Oc3	50.00	0.00	0.00



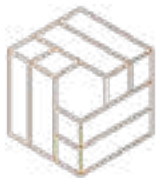
Plan of Subdivision No. 800465T

294 Keilor Road Essendon North Vic 3041

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2023 TO 25 FEBRUARY 2024

	ACTUAL	BUDGET	ACTUAL
	01/04/23-25/02/24	01/04/23-31/03/24	01/04/22-31/03/23
Management Fees- Addit Oc4	50.00	0.00	0.00
Management Fee - Additiona Oc2	4,325.75	4,719.00	4,093.75
Management Fee - Additiona Oc3	262.14	286.00	264.00
Meeting Room Expenses Oc1	0.00	0.00	200.00
Mimor Registration Oc1	0.00	1,200.00	1,098.90
Pest & Vermin Control Oc 1	831.55	850.00	792.00
Plumbing-Backflow Prev.Test 1	0.00	700.00	0.00
Pumps Maintenance - Oc1	770.00	1,600.00	1,540.00
Sanitary Disposal Oc3	0.00	600.00	506.07
Transfer To Maintenance Fund 2	25,000.00	25,000.00	0.00
Waste Management Oc2	12,856.80	13,000.00	15,083.15
Water & Sewerage Oc1	88.00	150.00	137.40
Water & Sewerage Oc2	10,575.84	12,000.00	10,893.21
Grease Trap Maintenance Oc1	3,052.50	2,500.00	6,880.50
TOTAL ADMIN EXPENDITURE	185,458.87	273,948.91	242,583.36
<u>SURPLUS / DEFICIT</u>	<u>\$ 90,009.45</u>	<u>\$ 17,503.00</u>	<u>\$ 43,452.76</u>
Admin Fund Opening Balance 1	(8,947.95)	(8,947.95)	(25,013.77)
Admin Fund Opening Balance 2	45,558.71	45,558.71	18,735.10
Admin Fund Opening Balance 3	(1,032.12)	(1,032.12)	(586.41)
Admin Fund Opening Balance 4	4,050.34	4,050.34	3,041.30
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 129,638.43</u>	<u>\$ 57,131.98</u>	<u>\$ 39,628.98</u>



TIDEWAYS

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PO Box 1027, Caulfield North VIC 3161

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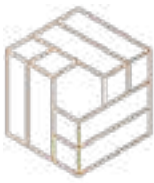
Plan of Subdivision No. 800465T

294 Keilor Road Essendon North Vic 3041

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2023 TO 25 FEBRUARY 2024

	ACTUAL 01/04/23-25/02/24	BUDGET 01/04/23-31/03/24	ACTUAL 01/04/22-31/03/23
<u>MAINTENANCE FUND</u>			
<u>MAINTENANCE FUND INCOME</u>			
Maintenance Fund Contributio 1	3,750.12	5,000.00	0.00
Maint. Fund - Post Agm Adjust	1,249.96	0.00	0.00
Transfer From Admin Fund Oc 2	25,000.00	25,000.00	0.00
<u>TOTAL MAINTENANCE FUND INCOME</u>	30,000.08	30,000.00	0.00
<u>MAINTENANCE FUND EXPENDITURE</u>			
<u>TOTAL MAINTENANCE EXPENDITURE</u>	0.00	0.00	0.00
<u>SURPLUS / DEFICIT</u>	\$ 30,000.08	\$ 30,000.00	\$ 0.00
<u>MAINTENANCE FUND BALANCE</u>	\$ 30,000.08	\$ 30,000.00	\$ 0.00



Plan of Subdivision No. 800465T

294 Keilor Road
Essendon North Vic
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ACCOUNTS SUMMARY

1 April 2023 to 25 February 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
121001 09/05/23	Administrative Fund REVIEW STMT 31MAR23 Total:	ACCOUNTING - REVIEW OC1 Michael Jensen&Associates	440.00 440.00
121002 09/05/23	Administrative Fund REVIEW STMT 31MAR23 Total:	AUDIT / REVIEW FEES OC2 Michael Jensen&Associates	440.00 440.00
12201 28/04/23 31/05/23 30/06/23 31/07/23 31/08/23 29/09/23 31/10/23 30/11/23 29/12/23 31/01/24 Total:	Administrative Fund StrataPay Trans/Svce StrataPay Trans/Svce StrataPay Trans/Svce StrataPay Trans/Svce StrataPay Trans/Svce StrataPay Trans/Svce StrataPay Trans/Svce StrataPay Trans/Svce StrataPay Trans/Svce StrataPay Trans/Svce Total:	STRATA PAY OC1	22.80 6.65 12.35 43.70 8.55 39.90 28.50 4.75 29.45 25.65 222.30
12301 10/01/24	Administrative Fund ANNUAL FEE 2024/25 Total:	BACK TO BASE MONITORING OC1 Romteck Grid Pty Ltd	2,123.07 2,123.07
12504 14/12/23	Administrative Fund MAINTENANCE PLAN Total:	REPORT - MAINTENANCE PLAN OC4 Leary & Partners Pty Ltd	660.00 660.00
1260504 31/05/23 21/11/23 Total:	Administrative Fund 6M SVS JUN23 6M SVS NOV23 Total:	CAR STACKER - MAINTENANCE OC4 Car Stackers Svs Division P/L Car Stackers Svs Division P/L	3,822.50 3,822.50 7,645.00
1280001 01/04/23 01/05/23 01/06/23 01/07/23 01/08/23 01/09/23 01/10/23 01/11/23 01/12/23 01/01/24	Administrative Fund APR 2023 MAY 2023 JUN 2023 JUL 2023 AUG 2023 SEP 2023 OCT 2023 NOV 2023 DEC 2023 JAN 2024	CLEANING OC1 Proactive Cleaners Proactive Cleaners Proactive Cleaners Proactive Cleaners Proactive Cleaners Proactive Cleaners Proactive Cleaners Proactive Cleaners Proactive Cleaners Proactive Cleaners	250.00 250.00 250.00 266.38 266.38 266.38 266.38 266.38 266.38 266.38



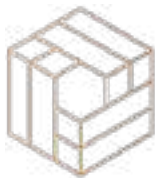
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294 Keilor Road
Essendon North Vic
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ACCOUNTS SUMMARY

1 April 2023 to 25 February 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1280001	Administrative Fund	CLEANING OC1	
01/02/24	FEB 2024	Proactive Cleaners	266.38
	Total:		2,881.04
1280002	Administrative Fund	CLEANING OC2	
01/04/23	APR 2023	Proactive Cleaners	1,999.59
01/05/23	MAY 2023	Proactive Cleaners	1,999.59
01/06/23	JUN 2023	Proactive Cleaners	1,999.59
01/07/23	JUL 2023	Proactive Cleaners	2,130.55
01/08/23	AUG 2023	Proactive Cleaners	2,130.55
01/09/23	SEP 2023	Proactive Cleaners	2,130.55
01/10/23	OCT 2023	Proactive Cleaners	2,130.55
01/11/23	NOV 2023	Proactive Cleaners	2,130.55
01/12/23	DEC 2023	Proactive Cleaners	2,130.55
01/01/24	JAN 2024	Proactive Cleaners	2,130.55
01/02/24	FEB 2024	Proactive Cleaners	2,130.55
	Total:		23,043.17
1280003	Administrative Fund	CLEANING OC3	
01/04/23	APR 2023	Proactive Cleaners	250.00
01/05/23	MAY 2023	Proactive Cleaners	250.00
01/06/23	JUN 2023	Proactive Cleaners	250.00
01/07/23	JUL 2023	Proactive Cleaners	266.38
01/08/23	AUG 2023	Proactive Cleaners	266.38
01/09/23	SEP 2023	Proactive Cleaners	266.38
01/10/23	OCT 2023	Proactive Cleaners	266.38
01/11/23	NOV 2023	Proactive Cleaners	266.38
01/12/23	DEC 2023	Proactive Cleaners	266.38
01/01/24	JAN 2024	Proactive Cleaners	266.38
01/02/24	FEB 2024	Proactive Cleaners	266.38
	Total:		2,881.04
1280101	Administrative Fund	CLEANING - SUNDRIES OC1	
01/04/23	HAND SANITISER	Proactive Cleaners	39.95
16/08/23	Reim-Batteries	Natalia Chernishova	30.00
17/01/24	Reim-Hand Sanitizer	Natalia Chernishova	36.00
12/02/24	NEW FLOOR SCRUBBER	Vortek Environmental Solutions	270.00
	Total:		375.95
1280103	Administrative Fund	CLEANING - SUNDRIES OC3	
01/04/23	TOILET ISSUE	Proactive Cleaners	78.78
19/06/23	TOILET TISSUE SUPPLY	Proactive Cleaners	39.39
18/08/23	TOILET TISSUE	Proactive Cleaners	78.78
13/11/23	TOILET TISSUE	Proactive Cleaners	78.78
	Total:		275.73



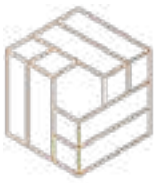
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294 Keilor Road
Essendon North Vic
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ACCOUNTS SUMMARY

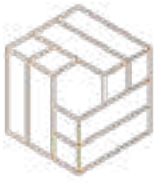
1 April 2023 to 25 February 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1290801	Administrative Fund	GARAGE DOOR SERVICING OC1	
06/06/23	6M TILT DOOR MAINT	Acs Door Services	104.50
27/10/23	6M TILT DOOR MAINT	Acs Door Services	104.50
	Total:		209.00
1290901	Administrative Fund	AUTOMATIC DOOR SERVICING OC1	
21/04/23	4M INSPECTION	Dormakaba Australia Pty Ltd	286.00
21/08/23	4M INSPECTION	Dormakaba Australia Pty Ltd	308.88
19/01/24	4M INSPECTION	Dormakaba Australia Pty Ltd	308.88
	Total:		903.76
13001	Administrative Fund	ELECTRICITY OC1	
05/04/23	MAR 2023	Seene	580.54
03/05/23	APR 2023	Seene	565.98
06/06/23	MAY 2023	Seene	586.67
05/07/23	JUN 2023	Seene	567.08
09/08/23	JUL 2023	Seene	583.64
07/09/23	AUG 2023	Seene	684.14
13/10/23	SEP 2023	Seene	663.00
08/11/23	OCT 2023	Seene	686.94
06/12/23	NOV 2023	Seene	662.09
05/01/24	DEC 2023	Seene	646.33
	Total:		6,226.41
13002	Administrative Fund	ELECTRICITY OC2	
05/04/23	MAR 2023	Seene	580.54
03/05/23	APR 2023	Seene	565.98
06/06/23	MAY 2023	Seene	586.67
05/07/23	JUN 2023	Seene	567.08
09/08/23	JUL 2023	Seene	583.64
07/09/23	AUG 2023	Seene	684.14
13/10/23	SEP 2023	Seene	663.00
08/11/23	OCT 2023	Seene	686.94
06/12/23	NOV 2023	Seene	662.10
05/01/24	DEC 2023	Seene	646.33
	Total:		6,226.42
13003	Administrative Fund	ELECTRICITY OC3	
05/04/23	MAR 2023	Seene	64.50
03/05/23	APR 2023	Seene	62.89
06/06/23	MAY 2023	Seene	65.19
05/07/23	JUN 2023	Seene	63.01
09/08/23	JUL 2023	Seene	64.85
07/09/23	AUG 2023	Seene	76.01
13/10/23	SEP 2023	Seene	73.67

**Plan of Subdivision No. 800465T**294 Keilor Road
Essendon North Vic
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1 April 2023 to 25 February 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
13003	Administrative Fund	ELECTRICITY OC3	
08/11/23	OCT 2023	Seene	76.33
06/12/23	NOV 2023	Seene	73.57
05/01/24	DEC 2023	Seene	71.81
	Total:		691.83
13004	Administrative Fund	ELECTRICITY OC4	
05/04/23	MAR 2023	Seene	64.50
03/05/23	APR 2023	Seene	62.88
06/06/23	MAY 2023	Seene	65.18
05/07/23	JUN 2023	Seene	63.01
09/08/23	JUL 2023	Seene	64.85
07/09/23	AUG 2023	Seene	76.01
13/10/23	SEP 2023	Seene	73.67
08/11/23	OCT 2023	Seene	76.32
06/12/23	NOV 2023	Seene	73.57
05/01/24	DEC 2023	Seene	71.82
	Total:		691.81
13201	Administrative Fund	ESSENTIAL SERVICES OC1	
27/06/23	JUL-SEP 2023	Fire And Wire Pty Ltd	1,528.46
27/09/23	OCT-DEC 2023	Fire And Wire Pty Ltd	1,528.46
13/12/23	JAN-MAR 2024	Fire And Wire Pty Ltd	1,528.46
01/02/24	MECH VENT	Thomas Airconditioning	704.00
	Total:		5,289.38
132101	Administrative Fund	ESS. SVS MAINT-REPAIR OC1	
01/04/23	LEAKING BLOCK HEATER	Fire And Wire Pty Ltd	1,135.20
17/05/23	ALARM SYS LOGBOOK	Fire And Wire Pty Ltd	71.50
07/06/23	TRANSFER FROM GWW 52		-572.00
01/09/23	REPLACE BATTERIES	Fire And Wire Pty Ltd	501.56
18/10/23	DOOR SVS	Fire And Wire Pty Ltd	704.00
31/10/23	AESMR CARPARK	Fire And Wire Pty Ltd	357.50
11/12/23	PUMP REPAIRS	Fire And Wire Pty Ltd	1,075.80
	Total:		3,273.56
13601	Administrative Fund	GENERAL REPAIRS & MAINT. OC1	
18/05/23	ANNUAL FEE CARPARK	Anytime Car Park Mgmt	440.00
26/05/23	SCRUBBER MACHINE	Vortek Environmental Solutions	1,505.00
11/07/23	Reim- Scrubber Purch	Natalia Chernishova	371.12
16/08/23	Reim-Atrium Garden	Natalia Chernishova	15.00
18/10/23	BLOCKED DRAIN U.205	Gallant Plumbing	441.00
27/10/23	CONVEX MIRROR	Handyman Prof.Prop.Maint.P/L	1,200.00
09/11/23	GARAGE DOOR CABLE	Acs Door Services	687.50
16/11/23	Reim-Batteries	Natalia Chernishova	30.00



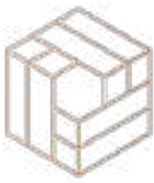
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1 April 2023 to 25 February 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
13601	Administrative Fund	GENERAL REPAIRS & MAINT. OC1	
08/12/23	REMOVED GARAGE CABLE	Acs Door Services	1,639.00
09/12/23	INSTALL DROP BOLTS	Handyman Prof.Prop.Maint.P/L	440.00
21/12/23	Reim-Batteries&Snail	Natalia Chernishova	33.37
	Total:		6,801.99
13602	Administrative Fund	GENERAL REPAIRS & MAINT. OC2	
04/07/23	PLATFORM FAULT	Car Stackers Svs Division P/L	-374.00
17/08/23	ACCESS CONTROL SYS	Dormakaba Australia Pty Ltd	308.00
05/09/23	ACCESS CONTROL SYS	Burlin Electrical	379.50
21/09/23	FRONT DOOR STUCK	Secure Tel Aust Pty Ltd	308.00
22/09/23	FRONT DOOR STUCK	Danny Adler Electrics	228.80
27/09/23	FRONT DOOR STUCK	Secure Tel Aust Pty Ltd	242.00
27/11/23	BIN ROOM DOOR REPAIR	Handyman Prof.Prop.Maint.P/L	660.00
28/12/23	CONTROL PANEL RESET	Secure Tel Aust Pty Ltd	242.00
02/01/24	DOOR CHECK	Dormakaba Australia Pty Ltd	628.32
04/02/24	BIKE ROOM DOOR PLATE	Handyman Prof.Prop.Maint.P/L	455.00
12/02/24	INSTALL BATTERIES	Dormakaba Australia Pty Ltd	631.05
	Total:		3,708.67
13603	Administrative Fund	GENERAL REPAIRS & MAINT OC3	
24/10/23	Rev Signage Licence	Rev Signage Licence	825.00
	Total:		825.00
13604	Administrative Fund	GENERAL REPAIRS & MAINT. OC4	
22/04/23	CS ELECTRICAL FAULT	Danny Adler Electrics	618.75
25/05/23	PLATFORM FAULT	Car Stackers Svs Division P/L	374.00
13/06/23	BROKEN CS LOCK	Car Stackers Svs Division P/L	792.00
	Total:		1,784.75
1380201	Administrative Fund	CCTV REMOTE ACCESS OC1	
25/07/23	JUL-SEP 2023	Secure Tel Aust Pty Ltd	246.09
06/10/23	OCT-DEC 2023	Secure Tel Aust Pty Ltd	246.09
15/12/23	JAN-MAR 2024	Secure Tel Aust Pty Ltd	246.09
	Total:		738.27
14101	Administrative Fund	HEIGHT SAFETY ANCHOR SYS. OC1	
22/09/23	ANNUAL RECERTIFICATE	Anchored Height Safety	2,339.70
	Total:		2,339.70
1435301	Administrative Fund	INSURANCE - ENDORSEMENT OC1	
04/05/23	ENDORSEMENT 2023/24	Resolute Property Protect P/L	7,808.20
	Total:		7,808.20



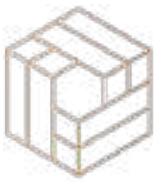
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ACCOUNTS SUMMARY

1 April 2023 to 25 February 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
143901 20/04/23	Administrative Fund INSURANCE VALUATION Total:	INSURANCE- VALUATION OC1 Ensure Group Property Valuers	 1,980.00 1,980.00
144001 06/06/23 06/06/23 06/06/23 07/06/23 13/07/23	Administrative Fund DEBT RECOVERY-L.207 DEBT RECOVERY-L.207 COURT FILING FEE Legal & Debt Collect DEBT RECOVERY-L.207 Total:	LEGAL & DEBT COLLECT FEES OC1 Berrigan Doube Lawyers Berrigan Doube Lawyers Berrigan Doube Lawyers Prasad Marasinghe Berrigan Doube Lawyers	 781.00 27.73 325.70 -1,134.43 79.99 79.99
145101 01/05/23 01/08/23 01/11/23	Administrative Fund MAY-JUL 2023 AUG-OCT 2023 NOV23-JAN24 Total:	LIFT - MAINTENANCE OC1 Tk Elevator Tk Elevator Tk Elevator	 2,417.65 2,435.43 2,435.43 7,288.51
145401 01/05/23 01/08/23 01/11/23	Administrative Fund MAY-JUL 2023 AUG-OCT 2023 NOV23-JAN24 Total:	LIFT - SIM CARDS OC1 Tk Elevator Tk Elevator Tk Elevator	 231.00 231.00 231.00 693.00
14601 16/08/23	Administrative Fund ACCESS DEVICE ORDER Total:	KEYS & REMOTES OC1 Burlin Electrical	 1,265.00 1,265.00
147101 31/10/23	Administrative Fund Rev Oncharge - Legal Total:	LEGAL EXPENSES OC1 Rev Oncharge - Legal	 264.00 264.00
149501 14/12/23	Administrative Fund MAINTENANCE PLAN Total:	MAINTENANCE PLAN OC1 Leary & Partners Pty Ltd	 1,972.00 1,972.00
149502 14/12/23	Administrative Fund MAINTENANCE PLAN Total:	MAINTENANCE PLAN OC2 Leary & Partners Pty Ltd	 880.00 880.00
15002 03/04/23 02/05/23 01/06/23 04/07/23	Administrative Fund Management Fees OC 2 Management Fees OC 2 Management Fees OC 2 Management Fees OC 2	MANAGEMENT FEES OC2 Tideways Pty Ltd Tideways Pty Ltd Tideways Pty Ltd Tideways Pty Ltd	 2,067.71 2,067.71 2,067.71 2,067.75



Plan of Subdivision No. 800465T

294 Keilor Road
Essendon North Vic
3041

ACCOUNTS SUMMARY

1 April 2023 to 25 February 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
15002	Administrative Fund	MANAGEMENT FEES OC2	
02/08/23	Management Fees OC 2	Tideways Pty Ltd	2,067.75
05/09/23	Management Fees OC 2	Tideways Pty Ltd	2,067.75
05/10/23	Management Fees OC 2	Tideways Pty Ltd	2,067.75
01/11/23	Management Fees OC 2	Tideways Pty Ltd	2,067.75
04/12/23	Management Fees OC 2	Tideways Pty Ltd	2,067.75
11/01/24	Management Fees OC 2	Tideways Pty Ltd	2,067.75
01/02/24	Management Fees OC 2	Tideways Pty Ltd	2,067.75
	Total:		22,745.13
15003	Administrative Fund	MANAGEMENT FEES OC3	
01/04/23	Rev Managment Fee	Rev Managment Fee	-6.56
03/04/23	Management Fees OC 3	Tideways Pty Ltd	133.33
02/05/23	Management Fees OC 3	Tideways Pty Ltd	132.80
01/06/23	Management Fees OC 3	Tideways Pty Ltd	132.80
04/07/23	Management Fees OC 3	Tideways Pty Ltd	133.42
04/07/23	Management Fees OC 3	Tideways Pty Ltd	7.88
02/08/23	Management Fees OC 3	Tideways Pty Ltd	133.42
05/09/23	Management Fees OC 3	Tideways Pty Ltd	133.42
05/10/23	Management Fees OC 3	Tideways Pty Ltd	133.42
01/11/23	Management Fees OC 3	Tideways Pty Ltd	133.42
04/12/23	Management Fees OC 3	Tideways Pty Ltd	133.42
11/01/24	Management Fees OC 3	Tideways Pty Ltd	133.42
01/02/24	Management Fees OC 3	Tideways Pty Ltd	133.42
	Total:		1,467.61
150101	Administrative Fund	MANAGEMENT FEES- ADDIT OC1	
29/06/23	Additional Fees OC1	Tideways Pty Ltd	100.00
27/09/23	Additional Fees OC1	Tideways Pty Ltd	180.00
28/11/23	Additional Fees OC1	Tideways Pty Ltd	125.00
	Total:		405.00
150102	Administrative Fund	MANAGEMENT FEES- ADDIT OC2	
29/06/23	Additonal Fees OC 2	Tideways Pty Ltd	50.00
	Total:		50.00
150103	Administrative Fund	MANAGEMENT FEES- ADDIT OC3	
27/06/23	AGM 1 hr Add Charge	Agm 1 Hr Add Charge	-50.00
29/06/23	Additonal Fees OC 3	Tideways Pty Ltd	100.00
	Total:		50.00
150104	Administrative Fund	MANAGEMENT FEES- ADDIT OC4	
27/06/23	AGM 1 hr Add Charge	Agm 1 Hr Add Charge	50.00
	Total:		50.00



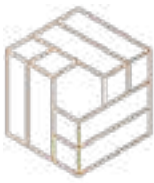
Plan of Subdivision No. 800465T

294 Keilor Road
Essendon North Vic
3041

ACCOUNTS SUMMARY

1 April 2023 to 25 February 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
150502	Administrative Fund	MANAGEMENT FEE - ADDITIONA OC2	
03/04/23	Disburse Fees OC 2	Tideways Pty Ltd	341.25
02/05/23	Disburse Fees OC 2	Tideways Pty Ltd	341.15
01/06/23	Disburse Fees OC 2	Tideways Pty Ltd	341.15
04/07/23	Disburse Fees OC 2	Tideways Pty Ltd	393.25
04/07/23	Disburse Fees OC 2	Tideways Pty Ltd	156.20
02/08/23	Disburse Fees OC 2	Tideways Pty Ltd	393.25
05/09/23	Disburse Fees OC 2	Tideways Pty Ltd	393.25
05/10/23	Disburse Fees OC 2	Tideways Pty Ltd	393.25
01/11/23	Disburse Fees OC 2	Tideways Pty Ltd	393.25
04/12/23	Disburse Fees OC 2	Tideways Pty Ltd	393.25
11/01/24	Disburse Fees OC 2	Tideways Pty Ltd	393.25
01/02/24	Disburse Fees OC 2	Tideways Pty Ltd	393.25
	Total:		4,325.75
150503	Administrative Fund	MANAGEMENT FEE - ADDITIONA OC3	
03/04/23	Disburse Fees OC 3	Tideways Pty Ltd	22.00
02/05/23	Disburse Fees OC 3	Tideways Pty Ltd	22.00
01/06/23	Disburse Fees OC 3	Tideways Pty Ltd	22.00
04/07/23	Disburse Fees OC 3	Tideways Pty Ltd	23.83
04/07/23	Disburse Fees OC 3	Tideways Pty Ltd	5.50
02/08/23	Disburse Fees OC 3	Tideways Pty Ltd	23.83
05/09/23	Disburse Fees OC 3	Tideways Pty Ltd	23.83
05/10/23	Disburse Fees OC 3	Tideways Pty Ltd	23.83
01/11/23	Disburse Fees OC 3	Tideways Pty Ltd	23.83
04/12/23	Disburse Fees OC 3	Tideways Pty Ltd	23.83
11/01/24	Disburse Fees OC 3	Tideways Pty Ltd	23.83
01/02/24	Disburse Fees OC 3	Tideways Pty Ltd	23.83
	Total:		262.14
15201	Administrative Fund	PEST & VERMIN CONTROL OC 1	
19/04/23	Reim-Ants Treatment		39.55
02/05/23	02 MAY 2023	Wr Gay Pest Control	198.00
01/08/23	01 AUG 2023	Wr Gay Pest Control	198.00
25/11/23	25 NOV 2023	Wr Gay Pest Control	198.00
16/02/24	16 FEB 2024	Wr Gay Pest Control	198.00
	Total:		831.55
1543001	Administrative Fund	PUMPS MAINTENANCE - OC1	
21/08/23	6M PUMP MAINT	Idrillipump	770.00
	Total:		770.00
157501	Administrative Fund	TRANSFER TO MAINTENANCE FUND 2	
09/08/23	Trsf Funds AF to MF	Trsf Funds Af To Mf	25,000.00
	Total:		25,000.00



Plan of Subdivision No. 800465T

294 Keilor Road
Essendon North Vic
3041

ACCOUNTS SUMMARY

1 April 2023 to 25 February 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
15802	Administrative Fund	WASTE MANAGEMENT OC2	
01/04/23	BIN CLEAN&REMOVAL	Kiddigan Pty Ltd	561.00
01/04/23	MAR 2023	Kiddigan Pty Ltd	1,449.80
30/04/23	APR 2023	Urban Waste	1,058.20
31/05/23	MAY 2023	Urban Waste	1,058.20
30/06/23	JUN 2023	Urban Waste	1,058.20
31/07/23	JUL 2023	Urban Waste	1,058.20
31/08/23	AUG 2023	Urban Waste	1,058.20
30/09/23	SEP 2023	Urban Waste	1,058.20
31/10/23	OCT 2023	Urban Waste	1,058.20
30/11/23	NOV 2023	Urban Waste	1,058.20
31/12/23	DEC 2023	Urban Waste	1,058.20
31/01/24	JAN 2024	Urban Waste	1,058.20
31/01/24	JAN 2024 MISC	Urban Waste	264.00
	Total:		12,856.80
15901	Administrative Fund	WATER & SEWERAGE OC1	
15/06/23	APR-JUN 2023	Greater Western Water(Prv Cww)	28.02
20/09/23	JUL-SEP 2023	Greater Western Water(Prv Cww)	29.99
02/02/24	OCT-DEC 2023	Greater Western Water(Prv Cww)	29.99
	Total:		88.00
15902	Administrative Fund	WATER & SEWERAGE OC2	
15/06/23	27FEB-02JUN23	Greater Western Water(Prv Cww)	3,547.77
20/09/23	03JUN-01SEP23	Greater Western Water(Prv Cww)	3,427.88
02/02/24	02SEP-04DEC23	Greater Western Water(Prv Cww)	3,600.19
	Total:		10,575.84
16001	Administrative Fund	GREASE TRAP MAINTENANCE OC1	
04/04/23	GREASE TRAP CLEAN	Citywide Liquid Waste	1,017.50
18/07/23	GREASE TRAP CLEAN	Citywide Liquid Waste	1,017.50
04/10/23	GREASE TRAP CLEAN	Citywide Liquid Waste	1,017.50
	Total:		3,052.50



T I D E W A Y S

Level 3, 521 Toorak Rd, Toorak VIC 3142
PO Box 1027, Caelfield North Vic 3161

T: (03) 9534 4614 E: enquire@tideways.com.au

AMM: ST 076 801 851

Member - Strata Community Australia

www.tideways.com.au

Plan of Subdivision No. 800465T

294 Keilor Road
Essendon North Vic
3041

CREDITORS BALANCE REPORT

25 February 2024

<u>Account No</u>	<u>Name</u>	<u>Amount</u>
08200748	Dormakaba Australia Pty Ltd	-631.05
Total		-631.05

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

Owners Corporation KEILOR RD 294 (CURVE)
 294 Keilor Road
 Essendon North Vic
 3041

Plan Number: 800465T

Vendor Kathy Ngoc Le
 Reference 102/294 Keilor road

This certificate is issued for Lot 102 on OC2 - Residential Plan Number 800465T Lot Liability 66 Lot Entitlement 66
 the postal address of which is: 102/294 Keilor Road, Essendon North Vic 3041

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

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

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
01/04/23 to 30/06/23	560.61	01/04/23		06/03/23
01/07/23 to 30/09/23	561.56	20/07/23		21/06/23
01/10/23 to 31/12/23	561.56	01/10/23		31/08/23
01/01/24 to 31/03/24	561.56	01/01/24		28/11/23
01/04/24****30/06/24	561.56	01/04/24		

Regulation 16(b)

The Administration Fund fees are paid up until
 Amount unpaid including billed not yet due \$4,329.19

31/03/22

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

Unpaid Administration Fund Fees \$4,329.19
 (Credit shown with -)

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

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
--------------------	---------------	-----------------	------------------	--------------------

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:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
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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:

<u>Description</u>	<u>Amount</u>	<u>Due Date</u>	<u>Date Paid</u>	<u>Notice Date</u>
--------------------	---------------	-----------------	------------------	--------------------

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

<u>Purpose</u>	<u>Fund</u>	<u>Amount</u>	<u>Due Date</u>	<u>Amount Unpaid</u>
See Annexure-Fees Details				159.50

Interest Rate: 10.00 Interest to Certificate Date: \$681.36 Daily Interest Accruing: \$1.23

OWNERS CORPORATIONS CERTIFICATE (Continued)

Lot 102 On OC2 - Residential Plan Number 800465T

1 to 5 Section 151(4)(a)(iii) Regulation 16(c) Summary of Amounts unpaid

Annual Fees	\$4,329.19
Special Fees	Nil
Other Payments	\$159.50
Interest	\$681.36

Total Unpaid Fees and Charges: (Unpaid amount including billed not yet due \$5170.05) **\$5,170.05**

- 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): \$41,455.30
- 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:
Tideways Pty Ltd PO Box 1027 Caulfield North VIC 3161
Telephone: 03 9534 4614 Facsimile: Email: chris.galea@tideways.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 102 On OC2 - Residential Plan Number 800465T

The Common Seal of The Victorian Owners Corporation KEILOR RD 294 (CURVE) PLAN OF SUBDIVISION NO. 800465T was hereunto affixed on 25 February 2024 and witness by and in the presence of Tideways Pty Ltd by its duly authorised officer being a person authorised under the Victorian Owners Corporations Act 2006 to the fixing of the Common Seal.



Dated: 25 February 2024

Owners Corporation Manager
Chris Galea

INSURANCE DETAILS
KEILOR RD 294 (CURVE)

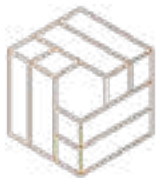
Type/Name of Insurer	Policy Number/Broker	Sum Insured	Renewal Date	Date when last premium paid	Amount of last premium
<i>BUILDING</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$34,980,000	24/03/24		\$32,345.96
<i>CONTENTS</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$349,800	24/03/24		
<i>FIDELITY GUARANTEE</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$250,000	24/03/24		
<i>GOVERNMENT AUDIT</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$25,000	24/03/24		
<i>LEGAL EXPENSES</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$50,000	24/03/24		
<i>LOSS OF RENT</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$5,247,000	24/03/24		
<i>LOT OWNERS IMPROVEME</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$250,000	24/03/24		
<i>MACHINERY BREAKDOWN</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$250,000	24/03/24		
<i>OFFICE BEARERS</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$1,000,000	24/03/24		
<i>PUBLIC LIABILITY</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$20,000,000	24/03/24		0.00
<i>VOLUNTARY WORKERS</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$200,000/\$2,000	24/03/24		
<i>WH&S</i> CHU U'writing Agency Pty Ltd	HU0006042575 Resolute	\$100,000	24/03/24		

Item 10 - Non-Budget Items

THE FINANCIAL YEAR OF THE OWNERS CORPORATION ENDS 31/03/2024 AT WHICH TIME IF THERE IS A DEFICIT AN ACCOUNT MAY BE ISSUED TO EXTINGUISH ANY SUCH DEFICIT.
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.

Item 22 - Other Matters

FEE 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.



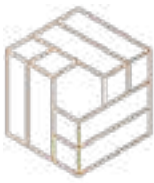
Plan of Subdivision No. 800465T

294 Keilor Road Essendon North Vic 3041

BALANCE SHEET

AS AT 25 FEBRUARY 2024

	ACTUAL 25/02/2024	ACTUAL 31/03/2023
<u>OWNERS FUNDS</u>		
Administrative Fund 1	78,942.73	(8,947.95)
Administrative Fund 2	44,808.56	45,558.71
Administrative Fund 3	1,225.58	(1,032.12)
Administrative Fund 4	4,661.56	4,050.34
Maintenance Fund 1	5,000.08	0.00
Maintenance Fund 2	25,000.00	0.00
<u>TOTAL</u>	<u>\$ 159,638.51</u>	<u>\$ 39,628.98</u>
 <u>THESE FUNDS ARE REPRESENTED BY</u>		
<u>CURRENT ASSETS</u>		
Bank Balance Admin Fund	101,952.71	64,559.16
Bank Balance Maintenance Fund	29,655.95	0.00
Levies In Arrears	22,531.05	9,965.04
Other Arrears	5,368.46	4,723.89
Interest On Overdue Levies	2,104.57	1,043.03
Secondary Debtors	0.00	825.00
Loan Oc1&Oc3	17,999.97	17,999.97
<u>TOTAL ASSETS</u>	<u>179,612.71</u>	<u>99,116.09</u>
<u>LIABILITIES</u>		
Loan Oc2	17,999.97	17,999.97
Creditors	631.05	4,097.20
Arrears Fee Clearing Account	(798.60)	0.00
Arrears Fee Clearing Acc Oc1	1,234.20	0.00
Levies In Advance	907.58	37,383.38
Sundry Creditors Oc 3	0.00	6.56
<u>TOTAL LIABILITIES</u>	<u>19,974.20</u>	<u>59,487.11</u>
<u>NET ASSETS</u>	<u>\$ 159,638.51</u>	<u>\$ 39,628.98</u>



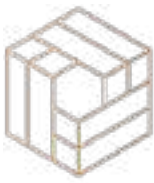
Plan of Subdivision No. 800465T

294 Keilor Road Essendon North Vic 3041

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2023 TO 25 FEBRUARY 2024

	ACTUAL	BUDGET	ACTUAL
	01/04/23-25/02/24	01/04/23-31/03/24	01/04/22-31/03/23
ADMINISTRATIVE FUND			
ADMINISTRATIVE FUND INCOME			
Administrative Fund 1	124,841.82	127,900.00	94,833.94
Administrative Fund 2	108,454.27	108,500.00	100,658.50
Administrative Fund 3	8,360.77	8,500.00	6,971.48
Administrative Fund 4	11,352.12	11,352.00	10,676.10
Special Levy Contributions 1	17,000.00	0.00	0.00
Special Levy Contributions	200.01	0.00	0.00
Admin Fund - Post Agm Adjust 1	3,058.20	0.00	20,833.50
Admin Fund - Post Agm Adjust 2	45.73	0.00	7,658.65
Admin Fund - Post Agm Adjust 3	139.23	0.00	971.55
Admin Fund - Post Agm Adjust 4	0.00	0.00	676.02
Special Levy-Insurance Oc1	0.00	7,500.00	0.00
Loan Repayment Oc1	0.00	17,999.91	6,781.00
Loan Repayment Oc3	0.00	0.00	1,815.25
Insurance Claims Paid Oc 1	0.00	0.00	7,458.45
Fob/Remote Payment Oc 1	1,250.00	0.00	490.30
Owner Expense Clearing Oc 1	(709.50)	0.00	0.00
Admin Overdue Interest	772.34	0.00	574.27
Admin Overdue Interest	601.63	0.00	530.69
Admin Fund Overdue Int Oc3	11.04	0.00	34.21
Admin Overdue Interest	90.66	0.00	72.24
Deficit Levy 1	0.00	9,500.00	24,999.97
Deficit Levy - Oc3	0.00	200.00	0.00
TOTAL OPERATING FUND INCOME	275,468.32	291,451.91	286,036.12
ADMIN FUND EXPENDITURE			
Accounting - Review Oc1	440.00	440.00	440.00
Audit / Review Fees Oc2	440.00	440.00	440.00
Audit / Review Fees Oc3	0.00	440.00	440.00
Audit / Review Fees Oc4	0.00	440.00	440.00
Strata Pay Oc1	222.30	220.00	387.85
Back To Base Monitoring Oc1	2,123.07	2,100.00	2,023.90
Report - Maintenance Plan Oc4	660.00	0.00	0.00
Car Stacker - Maintenance Oc4	7,645.00	8,000.00	7,645.00
Cleaning Oc1	2,881.04	3,000.00	2,957.62
Cleaning Oc2	23,043.17	25,000.00	23,655.37



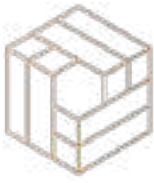
Plan of Subdivision No. 800465T

294 Keilor Road Essendon North Vic 3041

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2023 TO 25 FEBRUARY 2024

	ACTUAL	BUDGET	ACTUAL
	01/04/23-25/02/24	01/04/23-31/03/24	01/04/22-31/03/23
Cleaning Oc3	2,881.04	3,100.00	2,957.62
Cleaning - Sundries Oc1	375.95	350.00	124.05
Cleaning - Sundries Oc2	0.00	300.00	39.95
Cleaning - Sundries Oc3	275.73	150.00	49.50
Cleaning Windows Oc2	0.00	3,000.00	0.00
Garage Door Servicing Oc1	209.00	500.00	379.50
Automatic Door Servicing Oc1	903.76	500.00	858.00
Electricity Oc1	6,226.41	7,900.00	7,112.92
Electricity Oc2	6,226.42	8,000.00	7,112.92
Electricity Oc3	691.83	850.00	790.31
Electricity Oc4	691.81	800.00	790.32
Essential Services Oc1	5,289.38	6,400.00	5,980.28
Ess. Svs Maint-Repair Oc1	3,273.56	4,000.00	2,257.20
General Repairs & Maint. Oc1	6,801.99	12,500.00	34,907.18
General Repairs & Maint. Oc2	3,708.67	3,000.00	4,489.60
General Repairs & Maint Oc3	825.00	1,100.00	0.00
General Repairs & Maint. Oc4	1,784.75	1,500.00	1,540.00
Cctv Remote Access Oc1	738.27	1,000.00	951.08
Gutters & Downpipes Oc1	0.00	400.00	388.00
Height Safety Anchor Sys. Oc1	2,339.70	1,000.00	995.46
Insurance- Premium Oc1	0.00	45,000.00	32,345.96
Insurance- Claims Exp. Oc1	0.00	0.00	8,458.45
Insurance - Endorsement Oc1	7,808.20	7,500.00	0.00
Insurance- Valuation Oc1	1,980.00	0.00	0.00
Legal & Debt Collect Fees Oc1	79.99	0.00	1,453.69
Loan Repayment Oc2	0.00	0.00	1,815.25
Lift - Maintenance Oc1	7,288.51	9,500.00	9,014.67
Lift - Sim Cards Oc1	693.00	1,000.00	924.00
Keys & Remotes Oc1	1,265.00	500.00	363.00
Loan Repayment To Oc2	0.00	17,999.91	6,781.00
Legal Expenses Oc1	264.00	0.00	0.00
Maintenance Plan Oc1	1,972.00	2,500.00	0.00
Maintenance Plan Oc2	880.00	2,500.00	0.00
Management Fees Oc2	22,745.13	24,813.00	24,812.53
Management Fees Oc3	1,467.61	1,601.00	1,600.20
Management Fees- Addit Oc1	405.00	2,000.00	3,372.00
Management Fees- Addit Oc2	50.00	0.00	0.00
Management Fees- Addit Oc3	50.00	0.00	0.00



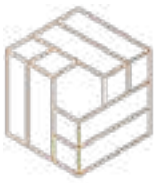
Plan of Subdivision No. 800465T

294 Keilor Road Essendon North Vic 3041

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2023 TO 25 FEBRUARY 2024

	ACTUAL	BUDGET	ACTUAL
	01/04/23-25/02/24	01/04/23-31/03/24	01/04/22-31/03/23
Management Fees- Addit Oc4	50.00	0.00	0.00
Management Fee - Additiona Oc2	4,325.75	4,719.00	4,093.75
Management Fee - Additiona Oc3	262.14	286.00	264.00
Meeting Room Expenses Oc1	0.00	0.00	200.00
Mimor Registration Oc1	0.00	1,200.00	1,098.90
Pest & Vermin Control Oc 1	831.55	850.00	792.00
Plumbing-Backflow Prev.Test 1	0.00	700.00	0.00
Pumps Maintenance - Oc1	770.00	1,600.00	1,540.00
Sanitary Disposal Oc3	0.00	600.00	506.07
Transfer To Maintenance Fund 2	25,000.00	25,000.00	0.00
Waste Management Oc2	12,856.80	13,000.00	15,083.15
Water & Sewerage Oc1	88.00	150.00	137.40
Water & Sewerage Oc2	10,575.84	12,000.00	10,893.21
Grease Trap Maintenance Oc1	3,052.50	2,500.00	6,880.50
TOTAL ADMIN EXPENDITURE	185,458.87	273,948.91	242,583.36
<u>SURPLUS / DEFICIT</u>	<u>\$ 90,009.45</u>	<u>\$ 17,503.00</u>	<u>\$ 43,452.76</u>
Admin Fund Opening Balance 1	(8,947.95)	(8,947.95)	(25,013.77)
Admin Fund Opening Balance 2	45,558.71	45,558.71	18,735.10
Admin Fund Opening Balance 3	(1,032.12)	(1,032.12)	(586.41)
Admin Fund Opening Balance 4	4,050.34	4,050.34	3,041.30
<u>ADMINISTRATIVE FUND BALANCE</u>	<u>\$ 129,638.43</u>	<u>\$ 57,131.98</u>	<u>\$ 39,628.98</u>



T I D E W A Y S

Level 3, 521 Toorak Rd, Toorak VIC 3142
PO Box 1027, Caulfield North VIC 3161

T: (03) 9534 4614 E: enquiries@tideways.com.au

ASM: ST 076 801 851

Member - Strata Community Australia

www.tideways.com.au

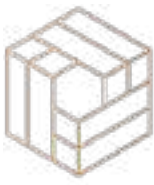
Plan of Subdivision No. 800465T

294 Keilor Road Essendon North Vic 3041

STATEMENT OF INCOME AND EXPENDITURE

FOR THE PERIOD 01 APRIL 2023 TO 25 FEBRUARY 2024

	ACTUAL 01/04/23-25/02/24	BUDGET 01/04/23-31/03/24	ACTUAL 01/04/22-31/03/23
<u>MAINTENANCE FUND</u>			
<u>MAINTENANCE FUND INCOME</u>			
Maintenance Fund Contributio 1	3,750.12	5,000.00	0.00
Maint. Fund - Post Agm Adjust	1,249.96	0.00	0.00
Transfer From Admin Fund Oc 2	25,000.00	25,000.00	0.00
<u>TOTAL MAINTENANCE FUND INCOME</u>	30,000.08	30,000.00	0.00
<u>MAINTENANCE FUND EXPENDITURE</u>			
<u>TOTAL MAINTENANCE EXPENDITURE</u>	0.00	0.00	0.00
<u>SURPLUS / DEFICIT</u>	\$ 30,000.08	\$ 30,000.00	\$ 0.00
<u>MAINTENANCE FUND BALANCE</u>	\$ 30,000.08	\$ 30,000.00	\$ 0.00



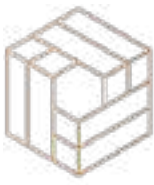
Plan of Subdivision No. 800465T

294 Keilor Road
Essendon North Vic
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ACCOUNTS SUMMARY

1 April 2023 to 25 February 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
121001 09/05/23	Administrative Fund REVIEW STMT 31MAR23 Total:	ACCOUNTING - REVIEW OC1 Michael Jensen&Associates	440.00 440.00
121002 09/05/23	Administrative Fund REVIEW STMT 31MAR23 Total:	AUDIT / REVIEW FEES OC2 Michael Jensen&Associates	440.00 440.00
12201 28/04/23 31/05/23 30/06/23 31/07/23 31/08/23 29/09/23 31/10/23 30/11/23 29/12/23 31/01/24 Total:	Administrative Fund StrataPay Trans/Svce StrataPay Trans/Svce StrataPay Trans/Svce StrataPay Trans/Svce StrataPay Trans/Svce StrataPay Trans/Svce StrataPay Trans/Svce StrataPay Trans/Svce StrataPay Trans/Svce StrataPay Trans/Svce Total:	STRATA PAY OC1	22.80 6.65 12.35 43.70 8.55 39.90 28.50 4.75 29.45 25.65 222.30
12301 10/01/24	Administrative Fund ANNUAL FEE 2024/25 Total:	BACK TO BASE MONITORING OC1 Romteck Grid Pty Ltd	2,123.07 2,123.07
12504 14/12/23	Administrative Fund MAINTENANCE PLAN Total:	REPORT - MAINTENANCE PLAN OC4 Leary & Partners Pty Ltd	660.00 660.00
1260504 31/05/23 21/11/23 Total:	Administrative Fund 6M SVS JUN23 6M SVS NOV23 Total:	CAR STACKER - MAINTENANCE OC4 Car Stackers Svs Division P/L Car Stackers Svs Division P/L	3,822.50 3,822.50 7,645.00
1280001 01/04/23 01/05/23 01/06/23 01/07/23 01/08/23 01/09/23 01/10/23 01/11/23 01/12/23 01/01/24	Administrative Fund APR 2023 MAY 2023 JUN 2023 JUL 2023 AUG 2023 SEP 2023 OCT 2023 NOV 2023 DEC 2023 JAN 2024	CLEANING OC1 Proactive Cleaners Proactive Cleaners Proactive Cleaners Proactive Cleaners Proactive Cleaners Proactive Cleaners Proactive Cleaners Proactive Cleaners Proactive Cleaners Proactive Cleaners	250.00 250.00 250.00 266.38 266.38 266.38 266.38 266.38 266.38 266.38



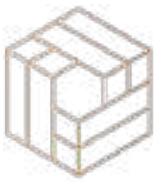
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1280001	Administrative Fund	CLEANING OC1	
01/02/24	FEB 2024	Proactive Cleaners	266.38
	Total:		2,881.04
1280002	Administrative Fund	CLEANING OC2	
01/04/23	APR 2023	Proactive Cleaners	1,999.59
01/05/23	MAY 2023	Proactive Cleaners	1,999.59
01/06/23	JUN 2023	Proactive Cleaners	1,999.59
01/07/23	JUL 2023	Proactive Cleaners	2,130.55
01/08/23	AUG 2023	Proactive Cleaners	2,130.55
01/09/23	SEP 2023	Proactive Cleaners	2,130.55
01/10/23	OCT 2023	Proactive Cleaners	2,130.55
01/11/23	NOV 2023	Proactive Cleaners	2,130.55
01/12/23	DEC 2023	Proactive Cleaners	2,130.55
01/01/24	JAN 2024	Proactive Cleaners	2,130.55
01/02/24	FEB 2024	Proactive Cleaners	2,130.55
	Total:		23,043.17
1280003	Administrative Fund	CLEANING OC3	
01/04/23	APR 2023	Proactive Cleaners	250.00
01/05/23	MAY 2023	Proactive Cleaners	250.00
01/06/23	JUN 2023	Proactive Cleaners	250.00
01/07/23	JUL 2023	Proactive Cleaners	266.38
01/08/23	AUG 2023	Proactive Cleaners	266.38
01/09/23	SEP 2023	Proactive Cleaners	266.38
01/10/23	OCT 2023	Proactive Cleaners	266.38
01/11/23	NOV 2023	Proactive Cleaners	266.38
01/12/23	DEC 2023	Proactive Cleaners	266.38
01/01/24	JAN 2024	Proactive Cleaners	266.38
01/02/24	FEB 2024	Proactive Cleaners	266.38
	Total:		2,881.04
1280101	Administrative Fund	CLEANING - SUNDRIES OC1	
01/04/23	HAND SANITISER	Proactive Cleaners	39.95
16/08/23	Reim-Batteries	Natalia Chernishova	30.00
17/01/24	Reim-Hand Sanitizer	Natalia Chernishova	36.00
12/02/24	NEW FLOOR SCRUBBER	Vortek Environmental Solutions	270.00
	Total:		375.95
1280103	Administrative Fund	CLEANING - SUNDRIES OC3	
01/04/23	TOILET ISSUE	Proactive Cleaners	78.78
19/06/23	TOILET TISSUE SUPPLY	Proactive Cleaners	39.39
18/08/23	TOILET TISSUE	Proactive Cleaners	78.78
13/11/23	TOILET TISSUE	Proactive Cleaners	78.78
	Total:		287.73



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ACCOUNTS SUMMARY

1 April 2023 to 25 February 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
1290801	Administrative Fund	GARAGE DOOR SERVICING OC1	
06/06/23	6M TILT DOOR MAINT	Acs Door Services	104.50
27/10/23	6M TILT DOOR MAINT	Acs Door Services	104.50
	Total:		209.00
1290901	Administrative Fund	AUTOMATIC DOOR SERVICING OC1	
21/04/23	4M INSPECTION	Dormakaba Australia Pty Ltd	286.00
21/08/23	4M INSPECTION	Dormakaba Australia Pty Ltd	308.88
19/01/24	4M INSPECTION	Dormakaba Australia Pty Ltd	308.88
	Total:		903.76
13001	Administrative Fund	ELECTRICITY OC1	
05/04/23	MAR 2023	Seene	580.54
03/05/23	APR 2023	Seene	565.98
06/06/23	MAY 2023	Seene	586.67
05/07/23	JUN 2023	Seene	567.08
09/08/23	JUL 2023	Seene	583.64
07/09/23	AUG 2023	Seene	684.14
13/10/23	SEP 2023	Seene	663.00
08/11/23	OCT 2023	Seene	686.94
06/12/23	NOV 2023	Seene	662.09
05/01/24	DEC 2023	Seene	646.33
	Total:		6,226.41
13002	Administrative Fund	ELECTRICITY OC2	
05/04/23	MAR 2023	Seene	580.54
03/05/23	APR 2023	Seene	565.98
06/06/23	MAY 2023	Seene	586.67
05/07/23	JUN 2023	Seene	567.08
09/08/23	JUL 2023	Seene	583.64
07/09/23	AUG 2023	Seene	684.14
13/10/23	SEP 2023	Seene	663.00
08/11/23	OCT 2023	Seene	686.94
06/12/23	NOV 2023	Seene	662.10
05/01/24	DEC 2023	Seene	646.33
	Total:		6,226.42
13003	Administrative Fund	ELECTRICITY OC3	
05/04/23	MAR 2023	Seene	64.50
03/05/23	APR 2023	Seene	62.89
06/06/23	MAY 2023	Seene	65.19
05/07/23	JUN 2023	Seene	63.01
09/08/23	JUL 2023	Seene	64.85
07/09/23	AUG 2023	Seene	76.01
13/10/23	SEP 2023	Seene	73.67



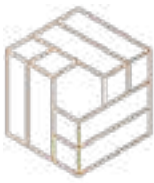
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294 Keilor Road
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ACCOUNTS SUMMARY

1 April 2023 to 25 February 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
13003	Administrative Fund	ELECTRICITY OC3	
08/11/23	OCT 2023	Seene	76.33
06/12/23	NOV 2023	Seene	73.57
05/01/24	DEC 2023	Seene	71.81
	Total:		691.83
13004	Administrative Fund	ELECTRICITY OC4	
05/04/23	MAR 2023	Seene	64.50
03/05/23	APR 2023	Seene	62.88
06/06/23	MAY 2023	Seene	65.18
05/07/23	JUN 2023	Seene	63.01
09/08/23	JUL 2023	Seene	64.85
07/09/23	AUG 2023	Seene	76.01
13/10/23	SEP 2023	Seene	73.67
08/11/23	OCT 2023	Seene	76.32
06/12/23	NOV 2023	Seene	73.57
05/01/24	DEC 2023	Seene	71.82
	Total:		691.81
13201	Administrative Fund	ESSENTIAL SERVICES OC1	
27/06/23	JUL-SEP 2023	Fire And Wire Pty Ltd	1,528.46
27/09/23	OCT-DEC 2023	Fire And Wire Pty Ltd	1,528.46
13/12/23	JAN-MAR 2024	Fire And Wire Pty Ltd	1,528.46
01/02/24	MECH VENT	Thomas Airconditioning	704.00
	Total:		5,289.38
132101	Administrative Fund	ESS. SVS MAINT-REPAIR OC1	
01/04/23	LEAKING BLOCK HEATER	Fire And Wire Pty Ltd	1,135.20
17/05/23	ALARM SYS LOGBOOK	Fire And Wire Pty Ltd	71.50
07/06/23	TRANSFER FROM GWW 52		-572.00
01/09/23	REPLACE BATTERIES	Fire And Wire Pty Ltd	501.56
18/10/23	DOOR SVS	Fire And Wire Pty Ltd	704.00
31/10/23	AESMR CARPARK	Fire And Wire Pty Ltd	357.50
11/12/23	PUMP REPAIRS	Fire And Wire Pty Ltd	1,075.80
	Total:		3,273.56
13601	Administrative Fund	GENERAL REPAIRS & MAINT. OC1	
18/05/23	ANNUAL FEE CARPARK	Anytime Car Park Mgmt	440.00
26/05/23	SCRUBBER MACHINE	Vortek Environmental Solutions	1,505.00
11/07/23	Reim- Scrubber Purch	Natalia Chernishova	371.12
16/08/23	Reim-Atrium Garden	Natalia Chernishova	15.00
18/10/23	BLOCKED DRAIN U.205	Gallant Plumbing	441.00
27/10/23	CONVEX MIRROR	Handyman Prof.Prop.Maint.P/L	1,200.00
09/11/23	GARAGE DOOR CABLE	Acs Door Services	687.50
16/11/23	Reim-Batteries	Natalia Chernishova	30.00



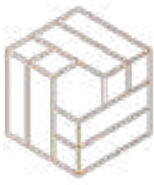
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1 April 2023 to 25 February 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
13601	Administrative Fund	GENERAL REPAIRS & MAINT. OC1	
08/12/23	REMOVED GARAGE CABLE	Acs Door Services	1,639.00
09/12/23	INSTALL DROP BOLTS	Handyman Prof.Prop.Maint.P/L	440.00
21/12/23	Reim-Batteries&Snail	Natalia Chernishova	33.37
	Total:		6,801.99
13602	Administrative Fund	GENERAL REPAIRS & MAINT. OC2	
04/07/23	PLATFORM FAULT	Car Stackers Svs Division P/L	-374.00
17/08/23	ACCESS CONTROL SYS	Dormakaba Australia Pty Ltd	308.00
05/09/23	ACCESS CONTROL SYS	Burlin Electrical	379.50
21/09/23	FRONT DOOR STUCK	Secure Tel Aust Pty Ltd	308.00
22/09/23	FRONT DOOR STUCK	Danny Adler Electrics	228.80
27/09/23	FRONT DOOR STUCK	Secure Tel Aust Pty Ltd	242.00
27/11/23	BIN ROOM DOOR REPAIR	Handyman Prof.Prop.Maint.P/L	660.00
28/12/23	CONTROL PANEL RESET	Secure Tel Aust Pty Ltd	242.00
02/01/24	DOOR CHECK	Dormakaba Australia Pty Ltd	628.32
04/02/24	BIKE ROOM DOOR PLATE	Handyman Prof.Prop.Maint.P/L	455.00
12/02/24	INSTALL BATTERIES	Dormakaba Australia Pty Ltd	631.05
	Total:		3,708.67
13603	Administrative Fund	GENERAL REPAIRS & MAINT OC3	
24/10/23	Rev Signage Licence	Rev Signage Licence	825.00
	Total:		825.00
13604	Administrative Fund	GENERAL REPAIRS & MAINT. OC4	
22/04/23	CS ELECTRICAL FAULT	Danny Adler Electrics	618.75
25/05/23	PLATFORM FAULT	Car Stackers Svs Division P/L	374.00
13/06/23	BROKEN CS LOCK	Car Stackers Svs Division P/L	792.00
	Total:		1,784.75
1380201	Administrative Fund	CCTV REMOTE ACCESS OC1	
25/07/23	JUL-SEP 2023	Secure Tel Aust Pty Ltd	246.09
06/10/23	OCT-DEC 2023	Secure Tel Aust Pty Ltd	246.09
15/12/23	JAN-MAR 2024	Secure Tel Aust Pty Ltd	246.09
	Total:		738.27
14101	Administrative Fund	HEIGHT SAFETY ANCHOR SYS. OC1	
22/09/23	ANNUAL RECERTIFICATE	Anchored Height Safety	2,339.70
	Total:		2,339.70
1435301	Administrative Fund	INSURANCE - ENDORSEMENT OC1	
04/05/23	ENDORSEMENT 2023/24	Resolute Property Protect P/L	7,808.20
	Total:		7,808.20



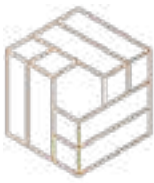
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1 April 2023 to 25 February 2024

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143901 20/04/23	Administrative Fund INSURANCE VALUATION Total:	INSURANCE- VALUATION OC1 Ensure Group Property Valuers	1,980.00 1,980.00
144001 06/06/23 06/06/23 06/06/23 07/06/23 13/07/23	Administrative Fund DEBT RECOVERY-L.207 DEBT RECOVERY-L.207 COURT FILING FEE Legal & Debt Collect DEBT RECOVERY-L.207 Total:	LEGAL & DEBT COLLECT FEES OC1 Berrigan Doube Lawyers Berrigan Doube Lawyers Berrigan Doube Lawyers Prasad Marasinghe Berrigan Doube Lawyers	781.00 27.73 325.70 -1,134.43 79.99 79.99
145101 01/05/23 01/08/23 01/11/23	Administrative Fund MAY-JUL 2023 AUG-OCT 2023 NOV23-JAN24 Total:	LIFT - MAINTENANCE OC1 Tk Elevator Tk Elevator Tk Elevator	2,417.65 2,435.43 2,435.43 7,288.51
145401 01/05/23 01/08/23 01/11/23	Administrative Fund MAY-JUL 2023 AUG-OCT 2023 NOV23-JAN24 Total:	LIFT - SIM CARDS OC1 Tk Elevator Tk Elevator Tk Elevator	231.00 231.00 231.00 693.00
14601 16/08/23	Administrative Fund ACCESS DEVICE ORDER Total:	KEYS & REMOTES OC1 Burlin Electrical	1,265.00 1,265.00
147101 31/10/23	Administrative Fund Rev Oncharge - Legal Total:	LEGAL EXPENSES OC1 Rev Oncharge - Legal	264.00 264.00
149501 14/12/23	Administrative Fund MAINTENANCE PLAN Total:	MAINTENANCE PLAN OC1 Leary & Partners Pty Ltd	1,972.00 1,972.00
149502 14/12/23	Administrative Fund MAINTENANCE PLAN Total:	MAINTENANCE PLAN OC2 Leary & Partners Pty Ltd	880.00 880.00
15002 03/04/23 02/05/23 01/06/23 04/07/23	Administrative Fund Management Fees OC 2 Management Fees OC 2 Management Fees OC 2 Management Fees OC 2	MANAGEMENT FEES OC2 Tideways Pty Ltd Tideways Pty Ltd Tideways Pty Ltd Tideways Pty Ltd	2,067.71 2,067.71 2,067.71 2,067.75



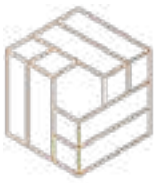
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1 April 2023 to 25 February 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
15002	Administrative Fund	MANAGEMENT FEES OC2	
02/08/23	Management Fees OC 2	Tideways Pty Ltd	2,067.75
05/09/23	Management Fees OC 2	Tideways Pty Ltd	2,067.75
05/10/23	Management Fees OC 2	Tideways Pty Ltd	2,067.75
01/11/23	Management Fees OC 2	Tideways Pty Ltd	2,067.75
04/12/23	Management Fees OC 2	Tideways Pty Ltd	2,067.75
11/01/24	Management Fees OC 2	Tideways Pty Ltd	2,067.75
01/02/24	Management Fees OC 2	Tideways Pty Ltd	2,067.75
	Total:		22,745.13
15003	Administrative Fund	MANAGEMENT FEES OC3	
01/04/23	Rev Managment Fee	Rev Managment Fee	-6.56
03/04/23	Management Fees OC 3	Tideways Pty Ltd	133.33
02/05/23	Management Fees OC 3	Tideways Pty Ltd	132.80
01/06/23	Management Fees OC 3	Tideways Pty Ltd	132.80
04/07/23	Management Fees OC 3	Tideways Pty Ltd	133.42
04/07/23	Management Fees OC 3	Tideways Pty Ltd	7.88
02/08/23	Management Fees OC 3	Tideways Pty Ltd	133.42
05/09/23	Management Fees OC 3	Tideways Pty Ltd	133.42
05/10/23	Management Fees OC 3	Tideways Pty Ltd	133.42
01/11/23	Management Fees OC 3	Tideways Pty Ltd	133.42
04/12/23	Management Fees OC 3	Tideways Pty Ltd	133.42
11/01/24	Management Fees OC 3	Tideways Pty Ltd	133.42
01/02/24	Management Fees OC 3	Tideways Pty Ltd	133.42
	Total:		1,467.61
150101	Administrative Fund	MANAGEMENT FEES- ADDIT OC1	
29/06/23	Additional Fees OC1	Tideways Pty Ltd	100.00
27/09/23	Additional Fees OC1	Tideways Pty Ltd	180.00
28/11/23	Additional Fees OC1	Tideways Pty Ltd	125.00
	Total:		405.00
150102	Administrative Fund	MANAGEMENT FEES- ADDIT OC2	
29/06/23	Additonal Fees OC 2	Tideways Pty Ltd	50.00
	Total:		50.00
150103	Administrative Fund	MANAGEMENT FEES- ADDIT OC3	
27/06/23	AGM 1 hr Add Charge	Agm 1 Hr Add Charge	-50.00
29/06/23	Additonal Fees OC 3	Tideways Pty Ltd	100.00
	Total:		50.00
150104	Administrative Fund	MANAGEMENT FEES- ADDIT OC4	
27/06/23	AGM 1 hr Add Charge	Agm 1 Hr Add Charge	50.00
	Total:		50.00



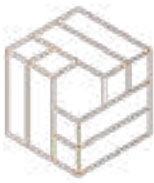
Plan of Subdivision No. 800465T

294 Keilor Road
Essendon North Vic
3041

ACCOUNTS SUMMARY

1 April 2023 to 25 February 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
150502	Administrative Fund	MANAGEMENT FEE - ADDITIONA OC2	
03/04/23	Disburse Fees OC 2	Tideways Pty Ltd	341.25
02/05/23	Disburse Fees OC 2	Tideways Pty Ltd	341.15
01/06/23	Disburse Fees OC 2	Tideways Pty Ltd	341.15
04/07/23	Disburse Fees OC 2	Tideways Pty Ltd	393.25
04/07/23	Disburse Fees OC 2	Tideways Pty Ltd	156.20
02/08/23	Disburse Fees OC 2	Tideways Pty Ltd	393.25
05/09/23	Disburse Fees OC 2	Tideways Pty Ltd	393.25
05/10/23	Disburse Fees OC 2	Tideways Pty Ltd	393.25
01/11/23	Disburse Fees OC 2	Tideways Pty Ltd	393.25
04/12/23	Disburse Fees OC 2	Tideways Pty Ltd	393.25
11/01/24	Disburse Fees OC 2	Tideways Pty Ltd	393.25
01/02/24	Disburse Fees OC 2	Tideways Pty Ltd	393.25
	Total:		4,325.75
150503	Administrative Fund	MANAGEMENT FEE - ADDITIONA OC3	
03/04/23	Disburse Fees OC 3	Tideways Pty Ltd	22.00
02/05/23	Disburse Fees OC 3	Tideways Pty Ltd	22.00
01/06/23	Disburse Fees OC 3	Tideways Pty Ltd	22.00
04/07/23	Disburse Fees OC 3	Tideways Pty Ltd	23.83
04/07/23	Disburse Fees OC 3	Tideways Pty Ltd	5.50
02/08/23	Disburse Fees OC 3	Tideways Pty Ltd	23.83
05/09/23	Disburse Fees OC 3	Tideways Pty Ltd	23.83
05/10/23	Disburse Fees OC 3	Tideways Pty Ltd	23.83
01/11/23	Disburse Fees OC 3	Tideways Pty Ltd	23.83
04/12/23	Disburse Fees OC 3	Tideways Pty Ltd	23.83
11/01/24	Disburse Fees OC 3	Tideways Pty Ltd	23.83
01/02/24	Disburse Fees OC 3	Tideways Pty Ltd	23.83
	Total:		262.14
15201	Administrative Fund	PEST & VERMIN CONTROL OC 1	
19/04/23	Reim-Ants Treatment		39.55
02/05/23	02 MAY 2023	Wr Gay Pest Control	198.00
01/08/23	01 AUG 2023	Wr Gay Pest Control	198.00
25/11/23	25 NOV 2023	Wr Gay Pest Control	198.00
16/02/24	16 FEB 2024	Wr Gay Pest Control	198.00
	Total:		831.55
1543001	Administrative Fund	PUMPS MAINTENANCE - OC1	
21/08/23	6M PUMP MAINT	Idrillipump	770.00
	Total:		770.00
157501	Administrative Fund	TRANSFER TO MAINTENANCE FUND 2	
09/08/23	Trsf Funds AF to MF	Trsf Funds Af To Mf	25,000.00
	Total:		25,000.00



Plan of Subdivision No. 800465T

294 Keilor Road
Essendon North Vic
3041

ACCOUNTS SUMMARY

1 April 2023 to 25 February 2024

<u>Date</u>	<u>Details</u>	<u>Payee</u>	<u>Amount</u>
15802	Administrative Fund	WASTE MANAGEMENT OC2	
01/04/23	BIN CLEAN&REMOVAL	Kiddigan Pty Ltd	561.00
01/04/23	MAR 2023	Kiddigan Pty Ltd	1,449.80
30/04/23	APR 2023	Urban Waste	1,058.20
31/05/23	MAY 2023	Urban Waste	1,058.20
30/06/23	JUN 2023	Urban Waste	1,058.20
31/07/23	JUL 2023	Urban Waste	1,058.20
31/08/23	AUG 2023	Urban Waste	1,058.20
30/09/23	SEP 2023	Urban Waste	1,058.20
31/10/23	OCT 2023	Urban Waste	1,058.20
30/11/23	NOV 2023	Urban Waste	1,058.20
31/12/23	DEC 2023	Urban Waste	1,058.20
31/01/24	JAN 2024	Urban Waste	1,058.20
31/01/24	JAN 2024 MISC	Urban Waste	264.00
	Total:		12,856.80
15901	Administrative Fund	WATER & SEWERAGE OC1	
15/06/23	APR-JUN 2023	Greater Western Water(Prv Cww)	28.02
20/09/23	JUL-SEP 2023	Greater Western Water(Prv Cww)	29.99
02/02/24	OCT-DEC 2023	Greater Western Water(Prv Cww)	29.99
	Total:		88.00
15902	Administrative Fund	WATER & SEWERAGE OC2	
15/06/23	27FEB-02JUN23	Greater Western Water(Prv Cww)	3,547.77
20/09/23	03JUN-01SEP23	Greater Western Water(Prv Cww)	3,427.88
02/02/24	02SEP-04DEC23	Greater Western Water(Prv Cww)	3,600.19
	Total:		10,575.84
16001	Administrative Fund	GREASE TRAP MAINTENANCE OC1	
04/04/23	GREASE TRAP CLEAN	Citywide Liquid Waste	1,017.50
18/07/23	GREASE TRAP CLEAN	Citywide Liquid Waste	1,017.50
04/10/23	GREASE TRAP CLEAN	Citywide Liquid Waste	1,017.50
	Total:		3,052.50



T I D E W A Y S

Level 3, 521 Toorak Rd, Toorak VIC 3142
PO Box 1027, Caelfield North Vic 3161

T: (03) 9534 4614 E: enquire@tideways.com.au

AMM: ST 076 801 851

Member - Strata Community Australia

www.tideways.com.au

Plan of Subdivision No. 800465T

294 Keilor Road
Essendon North Vic
3041

CREDITORS BALANCE REPORT

25 February 2024

<u>Account No</u>	<u>Name</u>	<u>Amount</u>
08200748	Dormakaba Australia Pty Ltd	-631.05
Total		-631.05

Additional Owners Corporation
Rules

Owners Corporation
800465T

294 Keilor Road
Essendon North VIC 3041

~ Owners Corporation Rules ~

294 Keilor Road Essendon North VIC 3041
P.S. 800465T

1. DEFINITIONS

In these rules:

- (a) “**Act**” means the Subdivision Act 1988 & Owners Corporations Act 2006 or any amended version;
- (b) “**Building**” means the Building constructed on the Land;
- (c) “**Common Property**” means any Common Property described on the Plan of Subdivision;
- (d) “**Development**” means all the land and improvements comprised in Plan of Subdivision No: 800465T and known as 294 Keilor Road Essendon North VIC 3041
- (e) “**Land**” means the whole of the land described in the Plan;
- (f) “**Lot or Lots**” means a Lot or Lots on the Plan of Subdivision;
- (g) “**Manager**” means the person for the time being appointed by the Owners Corporation as its manager or if no person is for the time being appointed, the secretary of the Owners Corporation;
- (h) “**Member**” means an owner of a Lot on the Plan of Subdivision;
- (i) “**Occupier**” means any person occupying or in possession of a Lot of the Plan of Subdivision and can include a Member;
- (j) “**Owners Corporation**” means Owners Corporation on Plan No. P.S. 800465T;
- (k) “**Plan**” or “**Plan of Subdivision**” means Plan of Subdivision No P.S 800465T;
- (l) “**Proprietor**” means a Member of the Owners Corporation;
- (m) “**Regulations**” mean the Subdivision (Owners Corporation) Regulations 2001 & Owners Corporations Regulations 2018 or any amended version;
- (n) “**Security Key**” means a Key, magnetic card or other device used to open doors, gates, and locks;

2. USE AND BEHAVIOUR BY PROPRIETORS, OCCUPIERS AND INVITEES

A Member, must not, and must ensure that the Occupier of a Member's Lot does not:

2.1

- (a) Use the Common Property or the Common facilities or permit the Common Property or Common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or occupants of Lots or their families or visitors;
- (b) Use or permit the Common Property or the Common facilities to be used for any purpose other than that for which they were designed;
- (c) Do or suffer to be done in or upon the Common Property or the Common facilities any act, matter or thing that may render any insurance in respect of the Building void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased;
- (d) Use or permit any Lot, the Common Property or Common facilities to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other Member or Occupier of any Lot or the families or visitors of any such Member or Occupier;
- (e) Use or occupy any Lot or Lots in contravention of the relevant Occupancy Permit, Planning Permit and Planning Scheme attached to the Lot or Lots and any other law, regulation, notices or orders affecting the Lot or Lots occupation;
- (f) Fail to accept liability for and compensate the Owners Corporation in respect of all damage to the Common Property or personal Property vested in it caused by any such Owner, Occupier or their invitees;
- (g) Fail to clear on each and every day the contents of the Member's mail receiving box;
- (h) Fail to inform and require compliance of all Owners Corporation rules and regulations on any Occupier, guest, visitor or invitee of any kind;
- (i) Fail to provide a copy of the rules of the Owners Corporation at the commencement of the occupation to any Occupier of the Lot should the Lot owner not occupy his or her Lot;
- (j) Obstruct the lawful use of Common Property by any person;
- (k) Use a Lot or permit it to be used, so as to cause a hazard to the health, safety and Security of an owner, Occupier or user of another Lot;

2.2 A Proprietor or Occupier of a Lot when on Common Property or on any part of a Lot so as to be visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or Occupier of another Lot or to any person lawfully using Common Property;

2.3 A Proprietor or Occupier of a Lot must not smoke, eat, drink alcohol or other beverages in glass containers or receptacles of any kind in the stairwells, lifts, foyers, car park, lobbies or any area forming part of the Common Property;

- 2.4 A Proprietor or Occupier of a Lot must not dispose or permit the disposal of cigarette butts, litter or any other materials over balconies or in Common Property except in those areas designated from time to time by the Owners Corporation;

3. VEHICLES, DRIVEWAYS AND CAR PARK

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) Use or permit to be used any part of the Member's car parks otherwise than for the purpose of parking a motor vehicle and not to assign, sub-let or grant any licence to any person to use such car park without the consent in writing of the Owners Corporation;
- (b) Park or leave a vehicle on the Common Property so as to obstruct a driveway or entrance to a car park or in any place other than in a parking area specified for such purpose by the Owners Corporation;
- (c) Drive or operate any motor vehicle on any internal surface in excess of 5 kph;
- (d) Permit bicycling, rollerblading, skate boarding, roller skating, or ball games in the car parking areas, driveways, or access pathways or any part of the Common Property;
- (e) Park, either for short or long term periods, any Occupier's vehicle in any car park space, driveway, except in the space or spaces as delineated on title as belonging to each individual Lot;
- (f) Interfere with the operation, function or control of the electronic vehicle access gate;
- (g) Wash any vehicle in any area or car parking space or any Common Property whatsoever;
- (h) Allow any build up or discharge of oil or any other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil, grease and fluids of any kinds are removed immediately upon notice of the same by the Owners Corporation.
- (i) The Proprietor may not install any storage unit, storage facility or bicycle rack within a Member's car park Lot without first having supplied plans of the same to the Owners Corporation or its agent and having received prior written approval for the same;
- (j) Bicycles are only to be left in the designated bicycle storage areas only and may not be stored within an Owners car park Lot without prior written approval by the Owners Corporation for the same and without installation of a bicycle storage rack, plans of which are required to be supplied to the Owners Corporation for approval prior to installation;
- (k) Permit any bicycle to be brought into a Lot of the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Owners Corporation or its Building manager from time to time;
- (l) Motor bikes / scooters are only to be parked in designated car spaces.

4. NOISE:

A Member must not and must ensure that the Occupier of a Member's Lot does not:-

- (a) Make or permit to be made any undue noise in or about the Common Property or any Lot affected by the Owners Corporation;
- (b) Make or permit to be made noise from music, machinery or other, including social gatherings, musical instruments, television sets, radios, stereos, CD players or the like which may be heard outside the owner's Lot between the hours of 10.00pm and 8.00am;
- (c) Create upon the Members Lot any noise likely to be objected to or which would be likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using Common Property;
- (d) Not to hold any social gathering or create noise likely to be objected to in the Common Property or on balconies, courtyards or patios and must ensure that any such noise is minimised by closing all doors, windows and curtains of his or her Lot and also such further steps as may be within his or her power to effect between the hours of 10.00pm and 8.00am;
- (e) Allow guests to leave or Members or Occupiers to leave or return to a Lot between 10.00pm and 8.00am without making sure they do so in a quiet and orderly manner as to not cause any disturbance to any other Members or Occupiers;
- (f) Without limiting the generality of the foregoing, use hammer drills, jack hammers, or carry on any Building, renovations or the like in a Lot on weekends or public holidays or outside the hours of 8.00am to 5.00pm on weekdays.
- (g) Sub-rule 4(f) does not apply to the making of noise if the Owners Corporation has given written permission for the work to be done outside the hours set out in that sub-rule.

5. ANIMALS:

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) Keep any animal on the Common Property, Common facilities or within the Member's Lot after being given notice by the Owners Corporation to remove such animal after the Owners Corporation has resolved that the animal is causing a nuisance;
- (b) Exercise any animals on Common Property, allow any animal to roam freely or allow any animal to defecate or urinate on Common Property at any time;
- (c) Fail to clean up after any animal waste, mess, debris or to make good any damage to Common Property;
- (d) Fail to clean up each day any animal waste, mess, debris from balconies, courtyards or patios within a Member's Lot;
- (f) Keep any animal within a Member's Lot without having first notified the Owners Corporation of the same.

6. BALCONIES, PATIOS, COURTYARDS AND EXTERNAL APPEARANCE

A Member must not, and must ensure that the Occupier of a Member's Lot does not:-

- (a) Allow any balcony or open area forming part of a Lot to become unkempt, or unsightly;

- (b) Hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of a Member's Lot that affects the outward appearance of the Lot .
- (c) Hang any clothes, wind chimes, decorations, store bicycles or other articles from or on common property.
- (d) Install any flywire screen, tinting, awning, Security door or any other exterior fixture or fitting without first having obtained written permission to do so from the Owners Corporation;
- (e) Keep any plants, planter boxes or pots on any balcony, patio or courtyard that are not maintained in good health and condition and further that the size and type of plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot. Care must be taken when watering or cleaning to ensure no water or refuse or other item falls onto another Member's Lot;
- (f) Construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or courtyard without having first obtained the written consent of the Owners Corporation;
- (g) Install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the Building;
- (h) Install any air-conditioning unit in a Lot or on a balcony, patio or courtyard without having received prior written permission from the Owners Corporation;
- (i) Hang curtains, blinds or window coverings of any type visible from outside the Lot without prior written consent from the Owners Corporation and unless those curtains, blinds or window covers have a backing of white or off-white.
- (j) Obstruct entrance to a Lot or balcony / courtyard or other area forming part of a Member's Lot by the Building Manager, Owners Corporation Manager or Owners Corporation contractor for the purposes of maintenance or cleaning of the Building structure including glass on balconies, box gutters or any emergency repairs;
- (k) A Proprietor or Occupier of a Lot must not paint, finish or otherwise alter the external façade of any Building or improvement forming part of the Common Property or their Lot;
- (l) A Proprietor or Occupier of a Lot must ensure that any outdoor furniture or other items allowed by the Owners Corporation and left on a courtyard, patio, exterior or other balcony area is suitable for the conditions with which they are stored, and will be unable to be shifted, moved or otherwise lifted during high wind or weather conditions causing a safety risk to nearby Property and persons.

The Member agrees that should damage be incurred to any Owners Corporation property or to the Common Property as a result of a failure to adhere to this rule, that the Owners Corporation will not be responsible for payment of any insurance claim excess and the Member will reimburse the Owners Corporation for any other loss incurred as a result of a failure to adhere to this rule.

7. RUBBISH

A Member must not, and must ensure that the Occupier of a Member's Lot does not:-

- (a) Store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation;
- (b) Keep all garbage and refuse within the Member's Lot in tidily secured containers and place the Member's garbage or refuse for collection in conformity with hygiene regulations of the Owners Corporation or the relevant local Council as determined from time to time and to remove such garbage and refuse from the Member's Lot only in accordance with such regulations and at such times as shall be designated acceptable to the Owners Corporation and to ensure that all garbage of a wet nature shall be appropriately strained and wrapped to prevent spillage and that any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials shall similarly be appropriately wrapped to ensure the safety of occupants, Council collection employees and contractors;
- (c) Deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Owners Corporation as separate collection for items of this nature;
- (d) Deposit cans, bottles, cardboard and other recyclable items in the general waste bins or any area except in the recycling bins or area provided for such;
- (e) Throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies, stairwells onto another Member's Lot or the Common Property. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Occupier of the Member's Lot;
- (f) An owner or Occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort or the Occupiers or users of other Lots;
- (g) Fail to reimburse the Owners Corporation for any expenditure related to the disposal of inappropriate materials such as hard rubbish dumped on Common Property or in the immediate surrounds of the Building. Owners and Occupiers are responsible for the disposal of any hard rubbish or items such as gas bottles, chemicals, car parts or other that cannot be appropriately removed from site within the waste management plan of the Building as determined by the Owners Corporation from time to time.

8. RELOCATIONS, DELIVERIES, TRADESMAN AND MOVING OF ARTICLES

A Member must not, and must ensure that the Occupier of a Member's Lot does not: -

- (a) Give less than twenty-four (24) hours notice to the Owners Corporation or its representative before any furniture, fittings, furnishings or equipment may be moved in or out of any Lot and the moving of same must be done in a manner and at the time directed by the representative of the Owners Corporation.

The Owners Corporation reserves the right to turn away any Member or Occupier who has not provided the appropriate notice and the Owners Corporation will not be responsible for any loss of income or monies incurred as a result of the failure of the Member or Occupier to adhere to the minimum notice period.

- (b) Arrange for deliveries of any kind or nature unless the Member or designee is at or on the premises to accept and arrange for the same at each Member's sole cost and liability;
- (c) Ensure that the loading and unloading of vehicles shall be made entirely within the development at such locations and at such times as to cause minimum interference with other vehicular traffic and strictly in accordance with the regulations made by the Owners Corporation from time to time;

- (d) Damage, obstruct or interfere with the stairways, corridors or any Common Property when moving any items in or out of any Lot;
- (e) Use the lift for moving furniture and furnishings into or out of a unit without first having obtained the consent of the Owners Corporation and then only by observing the specific instructions determined by the Owners Corporation;
- (f) Allow moving boxes or other associated rubbish from deliveries or moves to be disposed of by the Owners Corporation or within the Owners Corporation rubbish area. All moving boxes or associated rubbish must be removed by the owner or tenant or their removalist and must not be disposed of in any Common Property or common rubbish area at any time;

9. BUILDING WORKS:-

- 9.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not undertake any Building works within or about or relating to an Owners Corporation Member's Lot except in accordance with the following requirements:
- (a) A Lot owner must give notice to the Owners Corporation of any application by the Lot owner for a Building permit or planning permit or the certification of a plan of subdivision affecting the Lot;
 - (b) such Building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the Owners Corporation manager or their representative and then strictly in accordance with those permits approvals and consents and any conditions thereof;
 - (c) The Proprietor or Occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance disturbance and inconvenience from Building operations to other Lot Owners and Occupiers;
- 9.2 The Proprietor or Occupier of a Lot must not proceed with any such works until:
- (a) The Proprietor or Occupier submits to the Owners Corporation plans and specifications of any works proposed which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building; and
 - (b) Supplies to the Owners Corporation such further particulars of those proposed works as the may be requested to enable the Owners Corporation to be reasonably satisfied that the proposed works are in accord with the reasonable aesthetic and orderly development of the total Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors; and
 - (c) The Proprietor or Occupier receives written approval for those works from the Owners Corporation whose permission for the same will not be unreasonably withheld.

- 9.3 The Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier including servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of Building operations, means of access, use of Common Property and on-site management and Building protection, delivery of materials, insurances, parking of vehicles, disposal of waste and hours of work;
- 9.4 The Proprietor or Occupier of a Lot must ensure that the servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein;
- 9.5 The Proprietor or Occupier of the Lot must supply to the Owners Corporation a copy of the servants agent and contractors all risk insurance policy taken out for protection of the Owners Corporation during works and any possible consequential damage caused as a result of the same;
- 9.6 The Proprietor or Occupier of a Lot shall immediately make good all damage to and dirtying of the Building and Common Property which are caused by such works and if the Proprietor or Occupier fails to immediately do so after provision of notice, the Owners Corporation reserves the right in its absolute discretion to make good any such damage or dirtiness and charge the cost of the same to the owner;
- 9.7 A Proprietor or Occupier must not arrange for tradespersons (except in emergencies) or any nature or kind to perform works to be accomplished except during normal working hours 8.00am to 5.00pm Monday to Friday and there shall be no work done by tradespeople on weekends or public holidays at all;
- 9.8 A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation or its manager on becoming aware of any damage to or defect in the Common Property or any personal Property vested in the Owners Corporation;
- 9.9 The Proprietors or Occupier of a Lot shall compensate the Owners Corporation in respect of any damage to the Common Property or personal Property vested in the Owners Corporation caused by that Proprietor or Occupier or their respective tenants, licenses or invitees;
- 9.10 Subrule 9.7 does not apply if the Owners Corporation has given written permission for the works to be undertaken.

10. SIGNAGE (excepting Commercial Lots 1,2,3 & 4)

A Member must not, and must ensure that the Occupier of a Member's Lot does not: -

- 10.1 Permit any placard, advertisement or signage in or upon the Member's Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent;
- 10.2 An owner or Occupier of a Member's Lot shall not permit any advertising material, logos, sign writing to any external window or glazing or external solid face of a Lot without the written consent of the Owners Corporation;
- 10.3 Any Member whom erects signage without prior written permission of the Owners Corporation will upon receipt of advice from the Manager, immediately remove the illegal signage. Should the Member not remove the signage within 48 hours of written advice, the Owner consents to the Owners Corporation

contractor accessing the Property to arrange removal of the same. The cost of the removal will be invoiced to the owner for reimbursement to the Owners Corporation.

11. DAMAGE, REPAIRS AND MAINTENANCE

A Member must not, and must ensure that the Occupier of a Member's Lot does not:-

- 11.1 Damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other Owners Corporation Property located on, in or attached to the Common Property, provided further that if the Owners Corporation expends money to make good damage caused by any Member or tenants, guests, servants or their invitees of any of the Lots, the Owners Corporation shall be entitled to recover the amount so expended as a debt in any action in any court of competent jurisdiction from the owner of the Lot;
- 11.2 Interfere with or attempt to redirect any maintenance works being attended to by tradespersons or others who have been appointed by the Owners Corporation specifically for working being undertaken;
- 11.3 Interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment;
- 11.4 Store any inflammable liquid or chemical on any Lot or any part of the Common Property nor suffer to be done any act or thing whereby any policy of insurance on the Buildings and other improvements in the parcel or any part thereof may be invalidated or become void or voidable or which may render any increased premium payable in respect of such insurance

This rule does not apply to:-

- i. chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - ii. any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.
- 11.5 Interfere or activate any of the Building's fire protection services including but not limited to alarms, sprinklers, smoke detectors, fire extinguishers and fire hydrants except in the case of an emergency provided further that the Owners Corporation may recover the cost of any charges for false alarms or making good any damage from the Occupier or Member;
 - 11.6 A Proprietor or Occupier of a Lot must grant to the Owners Corporation its servants and agents upon the Member being given seven (7) days prior written notice, the right of access to any balcony forming part of the Lot for the purpose of maintenance of the external walls of the Common Property and the cleaning of the outside of the windows and external façade of the Owners Corporation (immediate access for emergencies);
 - 11.7 A Proprietor or Occupier of a Lot must ensure that all smoke detectors and fire equipment installed in the Lot are properly maintained and tested (excludes sprinklers linked to the main Building system);
 - 11.8 A Proprietor or Occupier of a Lot must ensure that the front door to the apartment is maintained in accordance with the fire regulations and Certificate of Occupancy as a fire door and that no additional locks, chains, deadlocks or peepholes be installed on the door which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations;

- 11.9 A Proprietor or Occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the Lot;
- 11.10 A Proprietor or Occupier of a Lot must ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly emptied so as to ensure that water is not falling onto another Lot within the Owners Corporation or Common Property;
- 11.11 A Proprietor or Occupier of a Lot must ensure that all accessible doors, windows and balcony glass are properly maintained and regularly cleaned.
- 11.12 A Proprietor or Occupier of a Lot must not modify any air conditioning, heating or ventilation system or associated ducting servicing that Lot without the prior written consent of the Owners Corporation.
- 11.13 A Proprietor or Occupier of a Lot must not install covering to any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with the fire regulations. i.e. Being fire retardant and of a colour approved by the Owners Corporation;
- 11.14 A Proprietor or Occupier of a titled Lot (either residential or car park Lot) that provides access to any Common area equipment, services or structure, must provide access to the Owners Corporation from time to time as required to service, repair or inspect the same. The Owners Corporation must provide a minimum of 24 hours notice unless the matter is an emergency. The Owners Corporation reserves the right to enter premises for the purpose of repairs or other matter if the matter is an emergency without notice.

12. CHARGING OF INTEREST AND RECOVERY OF AMOUNTS OWED TO THE OWNERS CORPORATION

- 12.1 The Owners Corporation will charge penalty interest of no more than 2% per annum less than the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983;
- 12.2 The Owners Corporation may recover any amount owed to the Owners Corporation in a court of competent jurisdiction including all legal costs (including VCAT expenses) incurred by the Owners Corporation in collection of the same;
- 12.3 The owner of a Lot must not permit tenants or Occupiers to avoid paying the cost of damage, false alarms or other amounts from time to time owed to the Owners Corporation. If the amount is not paid within 7 days, or within the agreed period, the Proprietor will become liable to the Owners Corporation for the amount.
- 12.4 The owner of the Lot must pay to the Owners Corporation any monies expended in debt collection or searching for correct correspondence addresses including Land Titles Searches, Private Detective, administration fees or any other fees reasonably expended.
- 12.5 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 or any earlier as required by law.
- 12.6 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 contract or any earlier as required by law.
- 12.7 A Lot owner who does not occupy the Lot or who will be absent from the Lot for more than 3 months must advise the Owners Corporation of the Lot owner's mailing address for service of notices and any changes to it as soon as possible.

12.8 A Lot owner must provide a street address for correspondence purposes to the Owners Corporation. PO Box addresses will not be accepted.

13. SECURITY

13.1 The Owners Corporation may charge a reasonable fee for any additional Security Key required by the Proprietor;

13.2 A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation if a Security Key issued to him is lost or destroyed;

13.3 A Proprietor or Occupier of a Lot or their invitees must not do or permit anything, which may prejudice the Security or safety of the Common Property or any person in or about the Building.

14. COMMERCIAL LOTS 1,2,3 & 4 - ADDITIONAL REQUIREMENTS

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

- (a) All commercial Lots must be maintained in a pristine condition at all times;
- (b) No signage, advertising, posters or other will be allowed to be affixed facing internal corridors without the Owners Corporation's written consent;
- (c) All commercial Lots must keep their internal furniture, equipment and other miscellaneous items neat and in maintainable order as not to detrimentally impact the overall appearance of the Building;
- (d) No signage, directory boards, advertising or other will be allowed on the exterior face of the Property nominated on the Plan of Subdivision as Common Property unless affixed in accordance with the licence agreement held with the Owners Corporation and without prior written approval of the Owners Corporation whose permission for the same will not be unreasonably withheld.
- (e) Commercial Lots will arrange for the removal of rubbish in the manner prescribed by the Owners Corporation which may change from time to time. Commercial occupants are responsible for their own rubbish disposal and cost. The Owners Corporation reserves the right to arrange collection on behalf of the commercial Occupiers/Tenants/Licensees and charge the cost of the same back to the applicable tenant. The owner of the Lot acknowledges that should the Occupiers/Tenants/Licensees responsible for rubbish collection default on any payment arrangements for collection with the Owners Corporation that the Owners Corporation reserves the right to add the charge for payment to Owner who will then be responsible for redeeming the cost of the same from their Occupiers/Tenants/Licensees. Any cost for rubbish removal may be charged by the Owners Corporation on the basis of Lot liability or calculated on the basis that the Lot owner of the Lot that benefits more pays more.
- (f) The Occupiers/Tenants/Licensees of any retail / commercial areas will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The Occupier/Tenants/Licensees will be responsible for ensuring that these areas are kept in a pristine condition at all times;
- (g) Commercial Lots must maintain any Common area kitchens, staff rooms, bathrooms, storerooms and garbage storage areas in a presentable condition ensuring the Building Manager or Owners Corporation Manager is immediately notified of any faults with the equipment or services;

- (h) Nothing herein shall prevent or prohibit commercial Lots from carrying on their reasonable business operations and to apply for, and obtain any Planning Permit, Liquor License or any other Legislative consent or permit which the owner of any commercial Lot may apply for including application for outdoor seating provided that at all times the Proprietor or Occupier of any such commercial Lot:
- (i) Operates lawfully;
- (ii) Obtains each and every permit, liquor license or other consent required and;
- (iii) Operates within the terms of any such Liquor License, permit or consent;

15. MARKETING SIGNAGE PERMITTED FOR LIMITED TIME

The original Member of the Owners Corporation, namely AJME Pty Ltd or its nominee or assignees, if any, shall be entitled to place such marketing signage as it requires relating to Lots on the Plan on any lawful part of the Common Property including, without limitation, the external walls of the Building. This Rule shall cease to apply and shall be void and of no effect at the expiration of 2 years from the date of registration of the Plan.

16. CAR STACKERS

16.1 The Proprietor or Occupier of a Lot and any persons with Car Stacker licences that are located within the Car Park Stackers must:

- (a) observe and comply with all directions given by the owners corporation and all traffic signs, signals and notices displayed by the owners corporation in connection with the day-to-day use of the Car Park Stacker and to deal only with the owners corporation, or as otherwise directed from time to time by the owners corporation;
- (b) not to bring into the Car Park Stacker space at any time any petroleum or other inflammable, volatile or explosive oils, substances or dangerous goods other than petroleum or liquid petroleum gas in the fuel tank and oil in the mechanism of any car;
- (c) not to use the Car Park Stacker space or do or allow anything to be done so as to render payable any increased or extra premium for the insurance for the Building and/or the Car Park Stackers or its contents against any insurable risk or which might render void or voidable any policy of insurance;
- (d) not to cause any nuisance, damage, obstruction, annoyance or inconvenience to the occupiers of the Building or use the Car Park Stackers in such a way to cause damage, obstruction, inconvenience or annoyance to the owners corporation or other persons using the car park or Car Park Stackers or their servants or agents or cause damage to any property of any person which is situated in or about Car Park Stackers;
- (e) not to carry out any repairs or washing of cars in the Car Park Stackers except at such times and in such places and under such conditions as the owners corporation may agree to in its absolute discretion; and
- (f) not to fill or drain petrol tanks of any car in the Car Park Stackers except at such times and under such conditions as the owners corporation may agree to in its absolute discretion.

- 16.2 Proprietors of lots located within the Car Park Stackers are liable for and to the fullest extent permitted by law indemnify the owners corporation and its employees, agents and contractors from and against all claims that may occur or arise out of or incidental to the exercise or attempted exercise of the Proprietor or its servants, agents or invitees use of any Car Park Stackers or the car park including, without limitation to the loss, damage or injury from any cause whatsoever to property or persons caused or contributed to by the use of the Car Park, the Car Park Stackers and the Car Park Stacker mechanism by the Proprietor or its servants, agents or invitees.
- 16.3 The Owners Corporation must charge the Proprietor or Occupier of a Lot and any persons with Car Stacker licences a special levy per annum to cover the cost of their regular maintenance and services. All costs of the regular maintenance and services are to be divided amongst the lot owners with access to the Car Stackers in accordance with their Unit Liability adjusted to exclude any Lot from liability that does not have access to the Car Stackers. All additional costs are to be divided amongst the Lot owners with access to the Car Stackers in accordance with their Unit Liability for each of the Car Stackers adjusted to exclude any Lot from liability that does not have access to the Car Stackers.
- 16.4 All Proprietors or Occupiers of a Lot and any persons with Car Stacker licences must allow access to all contractors as appointed by the Owners Corporation Manager for the servicing and maintenance of the Car Stackers.
- 16.5 A Proprietor or Occupier of a Lot and any persons with Car Stacker licences must ensure the Car Stackers are only used by person's having successfully completed an induction course in the use of the Car Stacker. Such courses must be undertaken only with companies approved by the Owners Corporation.

**MINUTES OF THE 2023 ANNUAL GENERAL MEETING
OWNERS CORPORATION PLAN NO. PS800465T
294 KEILOR ROAD, ESSENDON NORTH VIC 3041**

The meeting of the Owners Corporation was held via Zoom on
Wednesday – June 14th 2023 at 6:00pm

1. Registration of Attendance, Apologies, Proxies

1.1 Present

<u>Name</u>	<u>Lot No.</u>	<u>OC</u>
Joanne Grogan	G07	OC1, OC2
Jaymee Joniec	G05	OC1,OC2,OC4
Natalia Chernishova	G12	OC1, OC2
Alana Willis	114	OC1,OC2,OC4
Lesley & Frederick Anderson	209	OC1, OC2
Frank & Vicky Torzillo	220	OC1,OC2,OC4
Debra Vidovic (left meeting at 6.05pm)	313	OC1, OC2

1.2 Apologies

Nil

1.3 Proxies

Nil

1.4 Other Attendees

Ashley Hall
Owners Corporation Manager, Tideways Pty Ltd

1.5. Quorum

Owners Corporation Act 2006

Section 78. Can a general meeting proceed even without a quorum?

- (1) Subject to sub-section (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 sub-section (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 sub-section (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 29 day period.

Owners Corporation Plan No 1

As less than 50% of 66 lots were represented either in person or by way of proxy, a quorum was **not** declared. The meeting would proceed with all decisions being “interim decisions”. The interim decisions would become decisions of the Owners Corporation if no petitions were received within 29 days from the date of the meeting as per s78. of the Act.

Owners Corporation Plan No 2

As less than 50% of 62 lots were represented either in person or by way of proxy, a quorum was **not** declared. The meeting would proceed with all decisions being “interim decisions”. The interim decisions would become decisions of the Owners Corporation if no petitions were received within 29 days from the date of the meeting as per s78. of the Act.

Owners Corporation Plan No 3

As none of 4 lots were represented either in person or by way of proxy, a quorum was **not** declared. The meeting would proceed with all decisions being “interim decisions”. The interim decisions would become decisions of the Owners Corporation if no petitions were received within 29 days from the date of the meeting as per s78. of the Act.

Owners Corporation Plan No 4

As less than 50% of 19 lots were represented either in person or by way of proxy, a quorum was **not** declared. The meeting would proceed with all decisions being “interim decisions”. The interim decisions would become decisions of the Owners Corporation if no petitions were received within 29 days from the date of the meeting as per s78. of the Act.

2. Voting procedure

IT WAS RESOLVED that the votes on all motions will be done via electronic voting .

3. Adoption of Meeting Rules

IT WAS RESOLVED that the meeting rules listed in the explanatory notes that were circulated with the meeting documentation, be adopted.

4. Appointment of chair of the meeting

IT WAS RESOLVED that Ashley Hall be appointed to chair the meeting.

5. Minutes of the previous annual general meeting

IT WAS RESOLVED that the Minutes of the previous Annual General Meeting for Owners Corporation No. 1 PS800465T held on 27/07/2022 be confirmed as a true and accurate record of that meeting.

IT WAS RESOLVED that the Minutes of the previous Annual General Meeting for Owners Corporation No. 2 PS800465T held on 27/07/2022 be confirmed as a true and accurate record of that meeting.

IT WAS RESOLVED that the Minutes of the previous Annual General Meeting for Owners Corporation No. 3 PS800465T held on 27/07/2022 be confirmed as a true and accurate record of that meeting.

IT WAS RESOLVED that the Minutes of the previous Annual General Meeting for Owners Corporation No. 4 PS800465T held on 27/07/2022 be confirmed as a true and accurate record of that meeting.

6. Owners corporation reports

6.1. Committee Report

The Chairperson of the Committee furnished a written oral report of the Committee's activities. The written report is attached to these minutes.

6.2. Manager's report.

The report was presented.

7. Financial Matters

7.1. Financial statements for the period 01/04/2022 – 31/03/2023

IT WAS RESOLVED that the independently reviewed financial statements Owners Corporation Plan No. 1 for the period 01/04/2022 – 31/03/2023 be received and accepted as tabled.

IT WAS RESOLVED that the independently reviewed financial statements Owners Corporation Plan No. 2 for the period 01/04/2022 – 31/03/2023 be received and accepted as tabled.

IT WAS RESOLVED that the independently reviewed financial statements Owners Corporation Plan No. 3 for the period 01/04/2022 – 31/03/2023 be received and accepted as tabled.

IT WAS RESOLVED that the independently reviewed financial statements Owners Corporation Plan No. 4 for the period 01/04/2022 – 31/03/2023 be received and accepted as tabled.

8. Maintenance plan

Owners Corporation Plan No 1

IT WAS RESOLVED that the Owners Corporation resolves to engage a suitably qualified professional to prepare a maintenance plan on behalf of the Owners Corporation. The elected Committee of the Owners Corporation will have this prepared prior to the 2024 AGM.

Owners Corporation Plan No 2

IT WAS RESOLVED that the Owners Corporation resolves to engage a suitably qualified professional to prepare a maintenance plan on behalf of the Owners Corporation. The elected Committee of the Owners Corporation are delegated the authority to approve the adoption of the maintenance plan.

Owners Corporation Plan No 3

Motion: That the Owners Corporation resolves to engage a suitably qualified professional to prepare a maintenance plan on behalf of the Owners Corporation. The elected Committee of the Owners Corporation are delegated the authority to approve the adoption of the maintenance plan.

Motion Failed as no members of OC3 were present.

Owners Corporation Plan No 4

Motion: That the Owners Corporation resolves to engage a suitably qualified professional to prepare a maintenance plan on behalf of the Owners Corporation. The incoming Committee will consider if a plan be prepared.

9. Annual budget and fees for the financial year 01/04/2023-31/03/2024

9.1. Administration fund budget and fees

As levies have already been issued at the old rate for a portion of the current financial year, it is intended and necessary that a one-off adjustment levy be issued immediately following the AGM and payable within 28 days after the issue date.

Owners Corporation Plan No. 1

IT WAS RESOLVED that the proposed annual administration fund budget for the financial year 01/04/2023-31/03/2024 of \$133,309.91 (plus GST, where applicable) be approved.

IT WAS RESOLVED that the annual administrative fund fees for the financial year 01/04/2023-31/03/2024 of \$127,900.00 (plus GST where applicable) be approved and that fees are collected quarterly in advance.

The Manager discussed at the meeting that the budget in OC1 was tight, and the collected amount was kept under the GST threshold of \$150,000. The Manager suggested that the budget should be \$160,000 plus GST. However, the Manager agreed with the Committee that the lower amount be tabled to avoid GST registration. There is a chance that a Special Levy may need to be raised (which would require registration for GST) The Committee and the manager will closely monitor the financials in OC1.

Special levy – Insurance Extension

As per the enclosed budget, there is a proposed one-off insurance extension special levy of \$7,500.00 (plus GST, where applicable).

IT WAS RESOLVED that an administration fund one-off insurance extension special levy be raised in the amount of \$7,500.00 (plus GST, where applicable) and payable 28 days after the issue date.

Deficit levy

IT WAS RESOLVED that a one-off administration fund deficit levy for Owners Corporation Plan No. 1 be raised in the amount of \$9,500.00 (plus GST, where applicable) and payable 28 days after the issue date.

Special levy - Insurance

As per the enclosed budget, there is a proposed administration fund special levy for Owners Corporation Plan No. 1 of \$7,500.00 (plus GST, where applicable) to cover the insurance endorsement of \$7,500.00 in the account administration fund as of 31/03/2023.

IT WAS RESOLVED that a one-off administration fund Special Levy for Owners Corporation Plan No. 1 be raised in the amount of \$7,500.00 (plus GST, where applicable) and payable 28 days after the issue date.

Owners Corporation Plan No. 2

IT WAS RESOLVED that the proposed annual administration fund budget for the financial year 01/04/2023-31/03/2024 of \$121,772.00 (plus GST, where applicable) be approved.

IT WAS RESOLVED that the annual administrative fund fees for the financial year 01/04/2023-31/03/2024 of \$108,500.00 (plus GST where applicable) be approved and that fees are collected quarterly in advance.

Owners Corporation Plan No. 3

IT WAS RESOLVED that the proposed annual administration fund budget for the financial year 01/04/2023-31/03/2024 of \$8,127.00 (plus GST, where applicable) be approved.

IT WAS RESOLVED that the annual administrative fund fees for the financial year 01/04/2023-31/03/2024 of \$8,500.00 (plus GST where applicable) be approved and that fees are collected quarterly in advance.

Deficit levy

IT WAS RESOLVED that a one-off administration fund deficit levy for Owners Corporation Plan No. 3 be raised in the amount of \$610.00 (plus GST, where applicable) and payable 28 days after the issue date. This was proposed at an amount of \$1025.00 due to no attendance at the meeting as manager we are only allowed to increase the budget by 10% therefore the deficit levy has been reduced.

Owners Corporation Plan No. 4

IT WAS RESOLVED that the proposed annual administration fund budget for the financial year 01/04/2023-31/03/2024 of \$10,740.00 (plus GST, where applicable) be approved.

IT WAS RESOLVED that the annual administrative fund fees for the financial year 01/04/2023-31/03/2024 of \$11,352.00 (plus GST where applicable) be approved and that fees are collected quarterly in advance.

9.2. Maintenance fund fees

As levies have already been issued at the old rate for a portion of the current financial year, it is intended and necessary that a one-off adjustment levy be issued immediately following the AGM and payable within 28 days after the issue date.

Owners Corporation Plan No. 1

IT WAS RESOLVED that the annual maintenance fund fees for Owners Corporation Plan No. 1 for the financial year 01/04/2023-31/03/2024 of \$5,000.00 (plus GST where applicable) be approved and that fees are collected quarterly in advance.

Owners Corporation Plan No. 2

IT WAS RESOLVED that \$25,000 of surplus funds from the Administration Fund be transferred to the Maintenance Fund.

10. Compliance

10.1. Occupational health & safety report

Members are reminded that compliance with the OH&S laws is an ongoing obligation. Members should regularly monitor the property and immediately advise the Manager of any required maintenance or safety issues at the property.

IT WAS RESOLVED that the incoming Committee of the Owners Corporation review if they have an OH&S report prepared.

11. Insurance

11.1. Insurance policy details

Insurance Broker:	Resolute
Insurer:	CHU Underwriting Agency Pty Ltd
Policy:	HU0006042575
Building Cover:	\$34,980,000
Period:	24/03/2023 to 24/03/2024
Public Liability:	\$20,000,000
Office Bearers Cover:	\$1,000,000
Premium:	\$32,345.96

11.2. Building reinstatement and replacement valuation

The last Building reinstatement and replacement cost valuation was completed 18/04/2023.

IT WAS RESOLVED that the Owners Corporation obtain a valuation of the reinstatement and replacement cost of the building/s and for the insurance cover to be adjusted in line with the new valuation.

11.3. Insurance Renewal

IT WAS RESOLVED that the Owners Corporation Committee is delegated the authority on behalf of the Owners Corporation to select and approve the most appropriate insurance renewal policy based on quotes and recommendations put forward by the insurance broker.

IT WAS RESOLVED that should the Committee not provide clear instruction to the Manager at least five (5) business days prior to the policy expiry, a Standing Direction be given to the Owners Corporation Manager to renew the insurance policy at the suggested rate of cover indicated by the insurer's recommendation on the renewal notice or as indicated by the replacement and reinstatement report, whichever is greater.

Personal/Owners contents & legal liability

Members are reminded that it is their own responsibility to arrange insurance cover for public liability and personal contents inside their Lot (including carpets, curtains and light fittings).

12. Debt recovery, interest and arrears

12.1. Charging of penalty interest

IT WAS RESOLVED that the Owners Corporation may charge interest on any amount payable by a lot owner to the Owners Corporation that is outstanding after the due date for payment, at the maximum rate payable under the Penalty Interest Rates Act 1983 or other lesser amount as included in the Owners Corporation rules. The maximum penalty rate is currently 10% p.a. which is calculated daily on overdue fees.

12.2. Lot owners in arrears

IT WAS RESOLVED that the Owners Corporation may initiate legal proceedings against a lot owner if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. All costs associated with recovering the money owed, including solicitors' charges, will be invoiced to the Owners Corporation account of the relevant lot owner and the relevant lot owner will be liable for all those costs. The Owners Corporation manager is authorised to take any action necessary to facilitate the recovery of debt.

12.3. Cost Recovery

IT WAS RESOLVED that any person responsible for the Owners Corporation incurring costs and expenses because of a default or breach of any obligation under the Owners Corporation Act 2006, the Owners Corporation Regulations 2018 or the rules of the Owners Corporation will be liable and responsible for paying those costs and expenses and the Owners Corporation is empowered to take any action necessary to recover the costs and expenses from that person.

13. Committee of Management

13.1. Committee of Management

Owners Corporation Plan No. 1

The Owners Corporation Plan No. 1 called for nominations for a Committee of no less than three (3) and no more than seven (7) members, such committee to serve until the next AGM. It was agreed that only one Committee be formed for OC1.

IT WAS RESOLVED that a Committee of 4 members be appointed until the next Annual General Meeting:

<u>Name</u>	<u>Lot</u>
Joanne Grogan	G07
Natalia Chernishova	G12
Lesley Anderson	209
Frank Torzillo	220

13.2. Delegation to the committee

It is noted that the Committee is delegated all the powers and functions that may be delegated under s11 of the Owners Corporations Act 2006.

14. Appointment of Manager

14.1. Contract of Appointment

Tideways Management contract with your Owners Corporation is current until 31/03/2026.

14.2. Delegation to the Manager

It is noted that pursuant to Section 11 of the Act, the Owners Corporation delegates powers and functions to the Manager as set out in the Act and in the Contract of Appointment.

15. General Business

Items discussed will be included in the agenda of the first meeting of the Committee

a. Bikes

Concerns were raised that the height of the bikes in the carpark are at eye level and this needs to be reviewed as it is a potential hazard.

b. Planter Box on Ground Floor

It was suggested that the incoming Committee could look at installing timber slats on the top of the edge of the concrete planters to allow people to sit there.

c. Plants/Climbers

It was suggested that some hanging pot plants be installed at the top of the timber slat wall in the planter box, to encourage plant growth on the wall.

d. Carpark Mirrors

It was discussed that the manager is obtaining a quote to install 3 convex mirrors in the carpark and will submit these to the Committee for consideration.

THE MEETING WAS DECLARED CLOSED AT 6.58PM

RESIDENTIAL RENTAL AGREEMENT OF NO MORE THAN 5 YEARS

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

PART A—GENERAL

1. Date of Agreement

This is the date the agreement is signed **9th February 2023**

If the agreement is signed by the parties on different days, the date of the agreement is the date the last person signs the agreement.

2. Premises let by the Rental Provider

Address of premises **102/294 Keilor Road, Essendon North VIC 3041**

3. Rental Provider's details

Full name or company name of rental provide **K. Ngoc Le**

Rental Provider's Agent details

Full name: **Bells Real Estate**

Address: **14 Devonshire Road Sunshine Vic 3020**

Phone number: **9300 9000**

ABN: **34 928 121 155**

Email address: reception@bellsrealestate.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter's details

Each renter that is a party to the agreement must provide their details here.

Full name of renter **Lesieli Niu Takeifanga**

Current address **G5/39-47 Mentmore Avenue, Rosebery NSW 2018**

5. Length of the agreement

Fixed term agreement

Start date **9th February 2023**

(this is the date the agreement starts and you may move in)

End date **8th February 2024**

6. Rent

Rent amount (\$) **\$2383.00**

(payable in advance)

To be paid per calendar month

Day rent is to be paid **9th day of each month** commencing on the **9th February 2023**.

7. Bond

The renter has been asked to pay the bond specified below.

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond. If the renter does not receive a receipt within 15 business days from when they paid the bond, they may—

- email the RTBA at rtba@justice.vic.gov.au; or
- call the RTBA on 1300 137 164.

Bond amount (\$) **\$2383.00**

Date bond payment due **09/02/2023**

Renter (s) Initials



PART B—STANDARD TERMS

8. Rental provider's preferred methods of payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(rental provider to tick available methods of rent payment)

BPAY Centrepay

Payment details

Biller Code: 73031

Reference: 9901 2719 3645 46

9. Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.
- The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.

reception@bellsrealstate.com.au

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(renter to tick as appropriate)

yes no

Full name of renter

Lesieli Niu Takeifanga

Phone number

0406 006 220

Email address

lesielineiu@gmail.com

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair

Emergency contact name: Bells Real Estate Sunshine Emergency contact phone number: 9300 9000

Emergency contact email address: reception@bellsrealstate.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless—

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, in regard to the condition report and taking account fair wear & tear.

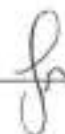
12. Owners corporation

Do owners corporation rules apply to the premises?

(rental provider to tick as appropriate)

yes no

Renter (s) Initials



If yes, the rental provider must attach a copy of the rules to this agreement

13. Condition report

The renter must be given 2 copies of this condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided.

PART C SAFETY-RELATED ACTIVITIES

14. Electrical safety checks

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If an electrical safety check of the rented premises has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15. Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
- (b) If a gas safety check has not been conducted within the last 2 years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16. Smoke alarm safety activities

- (a) The rental provider must ensure that—
 - (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
 - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person
- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing—
 - (i) information about how each smoke alarm in the rented premises operates;
 - (ii) information about how to test each smoke alarm in the rented premises;
 - (iii) information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order

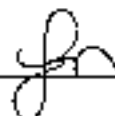
Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17. Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

- (a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.
- (b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.
- (c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
- (d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

Renter (s) Initials



18. Relocatable swimming pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under Building Act 1993 apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19. Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the Building Act 1993 and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

PART D—RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the Act. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal. For more information, visit consumer.vic.gov.au/renting.

20. Use of the premises

The renter—

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in Part C of the Agreement.

The renter must follow all safety-related activities set out in Part C of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

The rental provider must ensure the premises

- has locks to secure all windows capable of having a lock; and

Renter (s) Initials _____



- has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
- meets the rental minimum standards for locks and window locks.

External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—

- is operated by a key from the outside; and
- may be unlocked from the inside with or without a key.

The renter must obtain consent from the rental provider to change a lock in the master key system.

The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.

The rental provider must not give a key to a person excluded from the premises under—

- a family violence intervention order; or
- a family violence safety notice; or
- a recognised non-local DVO; or
- a personal safety intervention order.

24. Repairs

Only a suitably qualified person may do repairs—both urgent and non-urgent.

25. Urgent repairs

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

The renter must notify the rental provider, in writing, as soon as practicable of—

- damage to the premises; and
- a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.

The rental provider must carry out non-urgent repairs in a reasonable time.

The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider—

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignor.

28. Rent

The rental provider must give the renter at least 60 days written notice of a proposed rent increase.

The rent cannot be increased more than once every 12 months.

The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

Renter (s) Initials



29. Access and entry

The rental provider may enter the premises—

- at any time, if the renter has agreed within the last 7 days; and
- to do an inspection, but not more than once every 6 months; and
- to comply with the rental provider's duties under the Act; and
- to show the premises or conduct an open inspection to sell, rent or value the premises; and
- to take images or video for advertising a property that is for sale or rent; and
- if they believe the renter has failed to follow their duties under the Act; and
- to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.

The renter must allow entry to the premises where the rental provider has followed proper procedure.

The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

The renter must seek consent from the rental provider before keeping a pet on the premises.

The rental provider must not unreasonably refuse a request to keep a pet.

PART E—ADDITIONAL TERMS

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms.

[Break Lease - Should you decide to terminate your lease before your Lease termination date you will be required to reimburse the landlord's re-letting expenses including a pro-rata letting fee, \$141 advertising fee and rent on the premises until such time as the lease is assigned or cancelled or the expiry of the tenancy, whichever first occurs.

End of an agreement- Renters must give 28 days notice if they want to leave at the end of a rental agreement (lease), or if they are on a month to month basis as well.

Renters on fixed-term agreements, like a 12-month agreement, will automatically move to a month to month agreement if they do not give notice.]

32. Signatures

This agreement is made under the Act.

Before signing you must read **Part D—Rights and Obligations** in this form which outlines your rights and obligations.

Rental provider/s

Full name or company name of rental provider/agent: **Bells Real Estate**

Signature  _____ Date: 9.02.2023

Renter/s

Signature  _____ Date: 09/02/2023
 Full name of renter **Lesieli Niu Takelifanga**

Renter (s) Initials  _____

Required Disclosure by Residential Rental Provider

As required by section 30D of the *Residential Tenancies Act 1997* and regulation 16 of the *Residential Tenancies Regulations 2021*, I/we make the following disclosures to prospective renters who apply to rent the premises known as:

The Property: 102/214 Keilor Road, Essendon North

1. There is a proposal to sell the rented premises AND I/we have engaged an agent to sell the rented premises OR have prepared a contract of sale.

Yes No

2. A mortgagee is taking action for possession of the rented premises and has commenced a proceeding to enforce a mortgage over the rented premises.

Yes No

3. I/we are the owner/s of the rented premises.

Yes No

I/we are not the owners of the rented premises but have a right to let the rented premises.

Yes No

4. The rented premises are supplied with electricity from an **embedded electricity network****

Yes No

(*Embedded electricity network means a privately owned electricity network that serves more than one customer and that connects to a distribution or transmission system in the national electronic grid through a parent connection point.)

If "Yes", I/we provide the following information about the operator:

ABN of the operator: _____

Trading name of the operator: _____

Phone number of the operator: _____

Website of the operator: _____

Other contact details of the operator: _____

Electricity tariffs for the premises: _____

Other fees and charges when purchasing electricity: _____

OR

Information about tariffs, fees and charges can be obtained from:

5. The rented premises or common property have been the location of a homicide in the last 5 years.

Yes No Don't know

6. The rental premises comply with the **rental minimum standards**. **

Yes No

(*Rental minimum standards are specified in Schedule 4 of the Residential Tenancies Regulations 2021. A copy of the schedule can be found at the end of this document)

7. I/we have received a repair notice in the last 3 years, relating to mould or damp in the premises caused by or related to the building structure**

Yes No

(*Note: This question only needs to be answered if you are completing this form on or after 31 December 2021)

8. The date of the most recent gas safety check is: Feb 23 *

(*If there are no gas appliances at the premises write 'not applicable')

The date of the most recent electrical safety check is: Feb 23

The date of the most recent pool barrier compliance check is: n/a *

(*If there is no pool or spa required to have a barrier at the premises write 'not applicable')

9. There are NO outstanding recommendations for work to be completed from the gas safety check?

Agree

The outstanding recommendations for work are: _____

Not Applicable (*Note: 'Not applicable' should only be selected if there are no gas appliances at the premises.)

10. There are NO outstanding recommendations for work to be completed from the electrical safety check?

Agree

The outstanding recommendations for work are: _____

No

11. The rented premises is a **registered place**?

Yes No

(*Registered place means a place included in the Victorian Heritage Register under the Heritage Act 2017)

12. The rented premises has been contaminated because of prior use of the rented premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

Yes No Don't Know

13. The rented premises has friable or non-friable asbestos based on (identified by) an inspection by a suitably qualified person?

Yes No Don't Know

14. The rented premises is to be **affected**** by a building or planning application that has been lodged with the relevant authority?

Yes No Don't Know

(*affected is not limited to the rented premises and a rented premises may be affected by a building or planning application for a neighbouring or nearby property.)

15. The rented premises or common property is the subject of any notice, order, declaration, report, or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure**?

Yes No Don't Know

If "Yes", I/we provide the following as a description of the notice, order, declaration, report or recommendation (or attach the notice, order, declaration, report or recommendation):

Attached? Yes No

Description: _____

*(*Example: Any building notices or orders, reports or recommendations issued by the Victorian Building Authority, local councils, relevant building surveyors, or municipal building surveyors that relate to any building defects or safety concerns such as the presence of combustible cladding, water leaks or structural issues affecting the rented premises or common property.)*

16. There is a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the rented premises.

Yes No

17. There is a current dispute under Part 10 of the Owners Corporations Act 2006** which applies to or affects the rented premises.

Yes No Not Applicable

*(**Part 10 of the Owners Corporations Act 2006 describes the handling of disputes) (Note: The "Not applicable" option should only be selected if there is no Owners Corporation.)*

18. The rented premises is subject to an owners' corporation?

Yes No

If "Yes" I/we have attached a copy of the owners' corporation rules applicable to the rented premises.

Yes No

19. I/we have checked all questions to ensure that all have been answered and that the answers are correct?

Yes No

Name/s of the residential rental provider/s

_____ KIM

Signature/s of the residential rental provider/s

_____ 

Date of this disclosure statement _____

Schedule 4—Rental minimum standards

Regulation 29

1 Locks

(1) All external entry doors to the rented premises which are not able to be secured with a functioning deadlock, other than any screen door attached to an external door, must at least be fitted with a locking device that—

- (a) is operated by a key from the outside; and
- (b) may be unlocked from the inside with or without a key.

(2) Subclause (1) does not apply—

- (a) to a public lobby door that opens to common property; or
- (b) if the rented premises is a registered place and a request for a permit to alter the relevant features of the premises to comply with this standard has been refused in accordance with Part 5 of the Heritage Act 2017.

2 Vermin proof bins

A rubbish bin and a recycling bin are to be supplied for use by the renter of the rented premises which are—

- (a) provided by the local council; or
- (b) vermin proof and compatible with local council collection.

3 Toilets

The rented premises are to contain a toilet that is—

- (a) in good working order, connected to—
 - (i) a reticulated sewerage system; or
 - (ii) a wastewater treatment system permitted under the Code of practice – onsite wastewater management, published under the **Environment Protection Act 1970**; or
 - (iii) any other system approved by the local council; and
- (b) either in—
 - (i) a room that is intended to be used as a toilet area, whether as a separate toilet or bathroom or combined bathroom and laundry; or
 - (ii) a separate enclosed structure that is intended to be used as a toilet area.

4 Bathroom facilities

In relation to bathroom facilities, the following amenities are to be provided in the rented premises—

- (a) a bathroom connected to a reasonable supply of hot and cold water that contains a washbasin and a shower or bath;
- (b) if a shower is present—
 - (i) a shower head with a 3 star rating in the rating system referred to in regulation 23(1)(a); or
 - (ii) a shower head with a one or 2 star rating if a shower head with a 3 star rating—
 - (A) cannot be installed; or
 - (B) if installed, will not operate effectively due to the age, nature or structure of the plumbing of the premises.

5 Kitchen facilities

(1) In relation to kitchen facilities, the following amenities are to be provided in the rented premises—

- (a) a dedicated area which is intended to be used for cooking and food preparation;
- (b) a sink in good working order that is connected to a reasonable supply of hot and cold water;
- (c) a cooktop in good working order that has 2 or more burners.

(2) Subclause (1) does not apply if the rented premises is a registered place and a request for a permit to alter the relevant features of the premises to comply with this standard has been refused in accordance with Part 5 of the **Heritage Act 2017**.

(3) Any oven at the rented premises must be in good working order.

6 Laundry facilities

Any laundry facilities present in the rented premises must be connected to a reasonable supply of hot and cold water.

7 Structural soundness

The rented premises are to be structurally sound and weatherproof.

8 Mould and dampness

Each room in the rented premises must be free from mould and damp caused by or related to the building structure.

9 Electrical safety

On and from 29 March 2023, in relation to electrical safety, all power outlets and lighting circuits in the rented premises are to be connected to—

(a) a switchboard-type Circuit Breaker that complies with AS/NZS 3000, "Electrical Installations", as published from time to time; and

(b) a switchboard-type Residual Current Device that complies with—

(i) AS/NZS 3190, "Approval and test specification—Residual current devices (current operated earth-leakage devices)", as published from time to time; or

(ii) AS/NZS 61008.1, "Residual current operated circuit-breakers without integral overcurrent protection for household and similar uses (RCBOs): Part 1: General rules", as published from time to time; or

(iii) AS/NZS 61009.1, "Residual current operated circuit-breakers with integral overcurrent protection for household and similar uses (RCCBs) Part 1: General rules", as published from time to time.

10 Window coverings

On and from 29 March 2022, each window in a room at the rented premises that is likely to be used as a bedroom or as a living area is to be fitted with a curtain or blind that can be opened or closed by the renter to—

(a) reasonably block light; and

(b) provide reasonable privacy to the renter.

11 Windows

(1) All external windows in the rented premises that are capable of opening must be able to be set in a closed or open position.

(2) All external windows in the rented premises which are capable of opening must have a functioning latch to secure the windows against external entry.

Note A window lock or bolt will meet the minimum standard referred to in subclause (2).

12 Lighting

(1) The interior rooms, corridors and hallways of the rented premises are to have access to light, whether natural or artificial, which provides a level of illuminance appropriate to the function or use of those rooms.

(2) Each habitable room of the rented premises is to have access to—

(a) natural light, including borrowed light from an adjoining room, during daylight hours, which provides a level of illuminance appropriate to the function or use of the room; and

(b) artificial light during non-daylight hours which provides a level of illuminance appropriate to the function or use of the room.

(3) Subclauses (1) and (2) do not apply if the rented premises is a registered place and a request for a permit to alter the relevant features of the premises to comply with the standard has been refused in accordance with Part 5 of the **Heritage Act 2017**.

13 Ventilation

- (1) If the rented premises is a Class 1 building, each habitable room, bathroom, shower room, toilet and laundry must have ventilation satisfying Performance Requirement P2.4.5 of the BCA Volume Two, or the Acceptable Construction Practice in Part 3.8.5 of the BCA Volume Two.
- (2) If the rented premises is within a Class 2 building, each habitable room, bathroom, shower room, toilet and laundry must have ventilation satisfying Performance Requirements FP4.3, FP4.4 and FP4.5 of the BCA Volume One, or the Deemed-to-Satisfy Provisions requirements in F4.5, F4.6 and F4.7 of the BCA Volume One.

14 Heating

- (1) On and from 29 March 2021 until 28 March 2023, in relation to heating in a Class 1 building—
- (a) a fixed heater in good working order is to be in the main living area of the rented premises; or
 - (b) if a fixed heater has not been installed in the main living area of the rented premises on or by 29 March 2021, an energy efficient fixed heater in good working order is to be installed in the main living area of the rented premises.
- (2) On and from 29 March 2021 until 28 March 2023, in relation to heating in a Class 2 building—
- (a) a fixed heater in good working order is to be in the main living area of the rented premises; or
 - (b) if a fixed heater has not been installed in the main living area of the rented premises on or by 29 March 2021, an energy efficient fixed heater in good working order is to be installed in the main living area of the rented premises unless it would be unreasonable to install an energy efficient fixed heater.
- (3) On and from 29 March 2023, in relation to heating in a Class 1 building, an energy efficient fixed heater in good working order is to be installed in the main living area of the rented premises.
- (4) On and from 29 March 2023, in relation to heating in a Class 2 building—
- (a) an energy efficient fixed heater in good working order is to be installed in the main living area of the rented premises unless it is unreasonable to install an energy efficient fixed heater; or
 - (b) if it is unreasonable to install an energy efficient fixed heater in the main living area of the rented premises, a fixed heater in good working order is to be installed in the main living area of the rented premises.
- (5) For the purposes of sub regulations (2)(b) and (4) it would be unreasonable to install an energy efficient fixed heater if—
- (a) the cost of installation would be significantly higher than the average price of installation in a Class 2 building; or
 - (b) owners corporation rules prohibit installation of the appliance; or
 - (c) compliance with any other Act or local law makes the cost of installation prohibitive.
- (6) In this clause—
- energy efficient fixed heater** means—
- (a) a non-ducted air conditioner or heat pump with a 2 star or above heating rating in the prescribed energy rating system for non-ducted air conditioners or heat pumps; or
 - (b) a gas space heater with a 2 star or above heating rating in the prescribed energy rating system for gas space heaters; or
 - (c) a ducted heating or hydronic heating system which has an outlet in the main living area of the rented premises; or
 - (d) a domestic solid fuel burning appliance.

fixed heater means a heater that is not designed or manufactured to be portable

Due Diligence Checklist



What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SECTION 27 STATEMENT

VENDORS DEPOSIT STATEMENT TO THE PURCHASER PURSUANT TO SECTION 27 OF THE SALE OF LAND ACT, 1962.

VENDOR: KATHY NGOC LE

PROPERTY: Apartment 102 294 Keilor Road ESSENDON NORTH VIC 3041

1. The Property is subject to Mortgage(s), particulars of which are as follows:

(a) Mortgagee(s):....AFSH NOMINEES PTY LTD

of:..

(b) Amount secured \$.....
Instalments \$..... per.....
Amount required to discharge the Mortgage \$.....

(THIS AMOUNT INCLUDES OUTSTANDING RATES, TAXES OR CHARGES DUE TO ANY STATUTORY BODY, OR OTHER CHARGE FOR MONEY'S OWING)

(c) Rate of interest payable% p.a.
Default rate% p.a.

(d) Due date of repayment of Mortgage(s):/...../2
(UNLESS THE MORTGAGE DEMANDS EARLY REPAYMENT UPON BREACH OF ITS CONDITIONS.)

(e) The Mortgage does *does not provide for further advances *as follows:

.....

(f) The Vendor is not in default under the Mortgage.

(g) The Mortgagee has not consented to the Purchaser assuming the Vendor's obligations under the Mortgage.

2. There is no Caveat lodged against the title to the Property under the Transfer of Land Act, 1958.

DATE OF VENDOR'S STATEMENT/...../200

SIGNATURE OF VENDOR(S)

ACKNOWLEDGMENT OF RECEIPT OF VENDOR'S SECTION 27 STATEMENT

The Purchaser HEREBY ACKNOWLEDGES receipt of a copy of this Statement.

DATE OF RECEIPT/...../200

SIGNATURE OF PURCHASER(S)

RELEASE OF THE DEPOSIT BY THE PURCHASER(S)

1. The Purchaser HEREBY ACKNOWLEDGES that:

- A. The particulars provided by the Vendors in this Statement are accurate.
- B. The particulars given indicate that the purchase price is sufficient to discharge all Mortgages over the property.
- C. The Contract is not subject to any condition enuring for the benefit of the Purchaser.

2. The Purchaser FURTHER ACKNOWLEDGES that he has received satisfactory answers to Requisitions on Title or is otherwise deemed to have accepted title.

DATE OF PURCHASER'S RELEASE/...../20

SIGNATURE OF PURCHASER(S)