

# **SECTION 32** **STATEMENT**

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

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**Vendor:** ANDREA MARJORIE FEARNES

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**Property:** 6/344 MAROONDAH HIGHWAY, RINGWOOD, VIC, 3134

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**VENDORS REPRESENTATIVE**  
MOUNTAIN CONVEYANCING

Tel: 03 9754 7615

Email: [office@mountainconveyancing.com.au](mailto:office@mountainconveyancing.com.au)

Ref: 24-7009

SECTION 32 STATEMENT  
6/344 MAROONDAH HIGHWAY, RINGWOOD VIC 3134

**32A FINANCIAL MATTERS**

32A(a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

<b>Provider</b>	<b>Amount (&amp; interest if any)</b>	<b>Period</b>
Maroondah City Council	Approx \$1,300.00	Per annum
Yarra Valley Water	See attached certificate	Per annum
Owners Corporation #	See attached certificate	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the vendors knowledge

**Their total does not exceed \$5,000.00**

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:- Not Applicable

**32B INSURANCE**

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

**32C LAND USE**

(a) **RESTRICTIONS**

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

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

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

(b) **BUSHFIRE**

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

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6/344 MAROONDAH HIGHWAY, RINGWOOD VIC 3134

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Maroondah Planning Scheme  
Responsible Authority: Maroondah City Council  
Zoning: See attached certificate  
Planning Overlay/s: See attached certificate

(e) Subject to Existing Tenancy – See attached

**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
- (d) If the property sold includes a swimming pool as defined in the Building Regulations 2006 (Vic) (the "Regulations") in respect of which suitable barriers as defined in the Regulations have not been provided, then the purchaser does hereby acknowledge, agree and declare that it shall be the purchaser's responsibility at their sole cost and expense to construct suitable barriers in compliance with the Regulations and to the satisfaction of the responsible authority with the time prescribed in the Regulations.

**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):- Is contained in the attached Certificate/s.

**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)**

- (1) 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

**32H SERVICES**

The following are **not** connected if mark with X

SECTION 32 STATEMENT  
6/344 MAROONDAH HIGHWAY, RINGWOOD VIC 3134

Electricity  Gas supply  Water supply  Sewerage  Telephone services

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).

**ATTACHMENTS**

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- **Due Diligence Checklist**

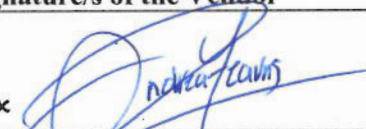
DATE OF THIS STATEMENT

10 / 04 /20 24

Name of the Vendor

ANDREA MARJORIE FEARNS

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

## Due Diligence Checklist

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

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

### Urban living

#### Moving to the inner city?

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

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

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

### Growth areas

#### Are you moving to a growth area?

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

### Flood and fire risk

#### Does this property experience flooding or bushfire?

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

### Rural properties

#### Moving to the country?

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

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

#### Can you build new dwellings?

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

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

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

### **Soil and groundwater contamination**

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

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

### **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

SECTION 32 STATEMENT  
6/344 MAROONDAH HIGHWAY, RINGWOOD VIC 3134

you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

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

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

**Utilities and essential services**

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

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

**Buyers' rights**

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

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



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

Page 1 of 2

VOLUME 11830 FOLIO 557

Security no : 124113789149V  
Produced 28/03/2024 03:59 PM

### LAND DESCRIPTION

Lot 6 on Plan of Subdivision 727252T.  
PARENT TITLE Volume 09422 Folio 322  
Created by instrument PS727252T 02/11/2016

### REGISTERED PROPRIETOR

Estate Fee Simple  
Sole Proprietor  
ANDREA MARJORIE FEARNs of UNIT 6 344 MAROONDAH HIGHWAY RINGWOOD VIC 3134  
AW288697H 21/11/2022

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW288698F 21/11/2022  
COMMONWEALTH BANK OF AUSTRALIA

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

AGREEMENT Section 173 Planning and Environment Act 1987  
AL285662Q 12/08/2014

### DIAGRAM LOCATION

SEE PS727252T FOR FURTHER DETAILS AND BOUNDARIES

### ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 6 344 MAROONDAH HIGHWAY RINGWOOD VIC 3134

### ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA  
Effective from 21/11/2022

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS727252T



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

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DOCUMENT END

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# PLAN OF SUBDIVISION

## PLAN NUMBER PS 727252T

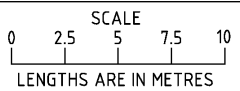
# MAROONDAH HIGHWAY

MINES ROAD

SEE TYPICAL ENLARGEMENT ON SHEET 5

### DIAGRAM 1 GROUND LEVEL

Land Development Consulting  
Suite 20, The Clocktower  
255 Drummond Street,  
Carlton, 3053 Ph: 9347 5655



LICENSED SURVEYOR : MARK CHARLES TOMKINSON  
SIGNATURE DIGITALLY SIGNED DATE  
REF 3555 PS VERSION B

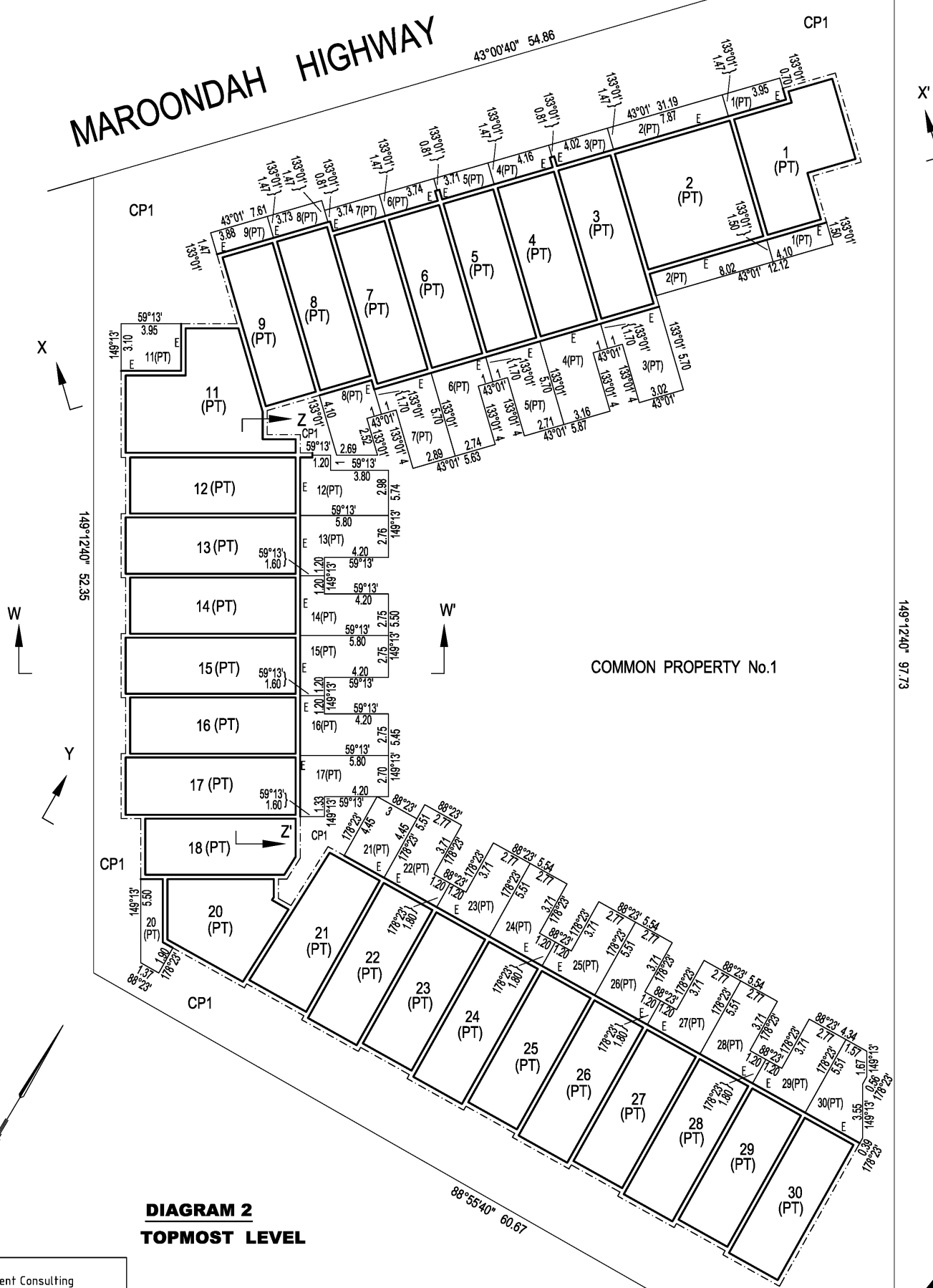
DATE  
COUNCIL DELEGATE SIGNATURE  
SHEET 2



# PLAN OF SUBDIVISION

## PLAN NUMBER PS 727252T

### MAROONDAH HIGHWAY



**DIAGRAM 2  
TOPMOST LEVEL**

Land Development Consulting  
 Suite 20, The Clocktower  
 255 Drummond Street,  
 Carlton, 3053 Ph: 9347 5655

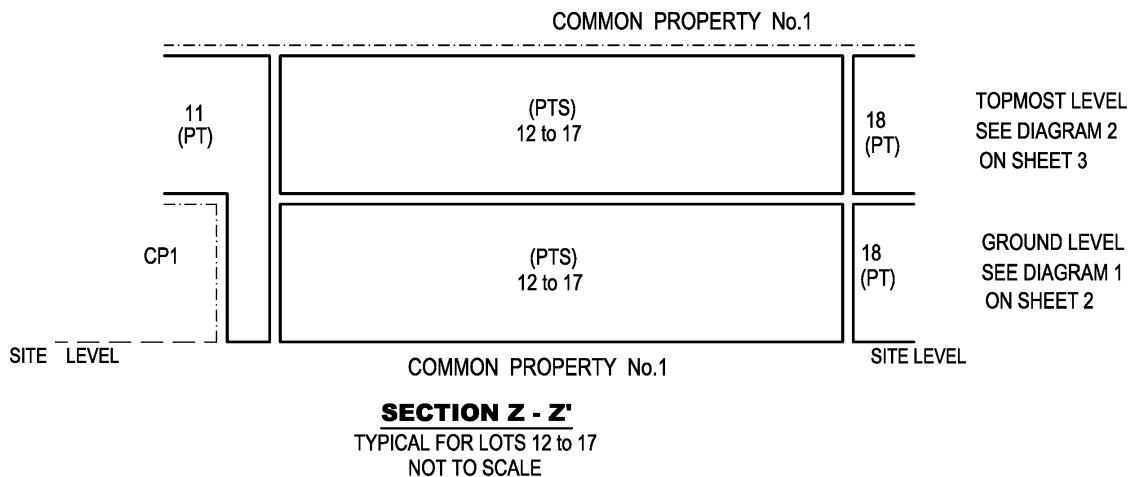
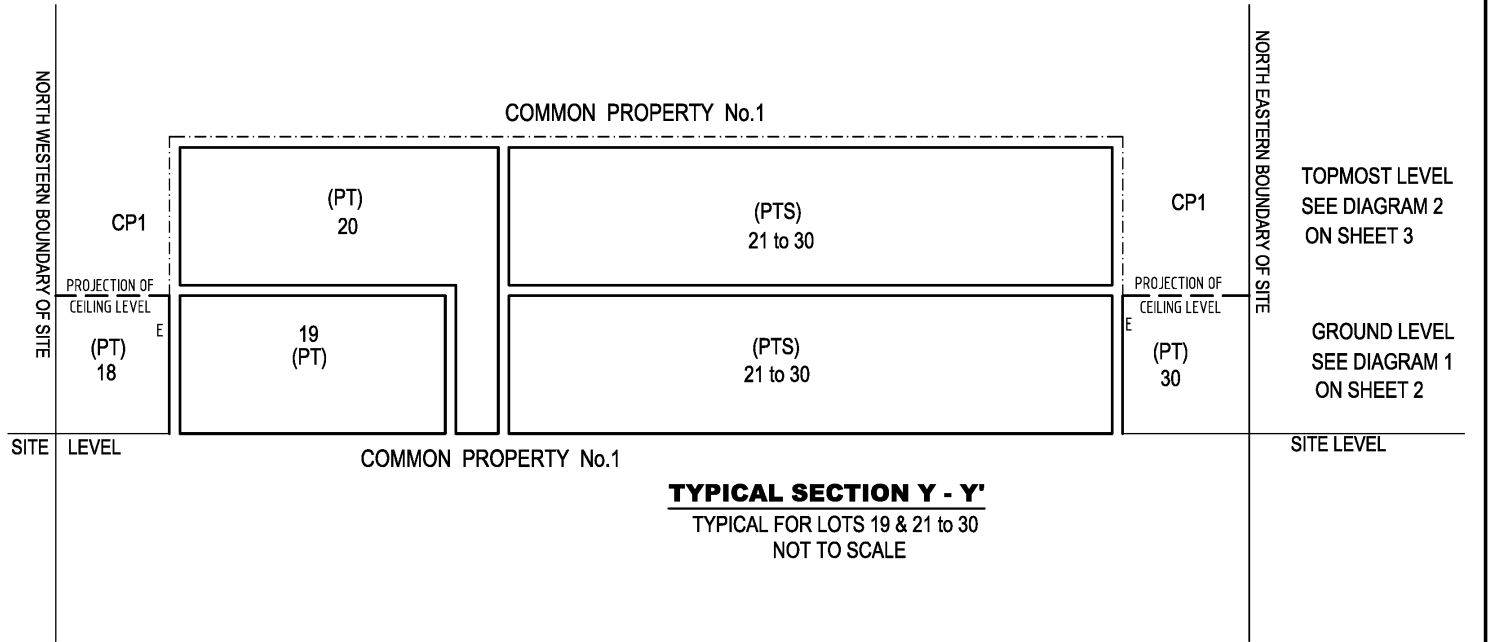
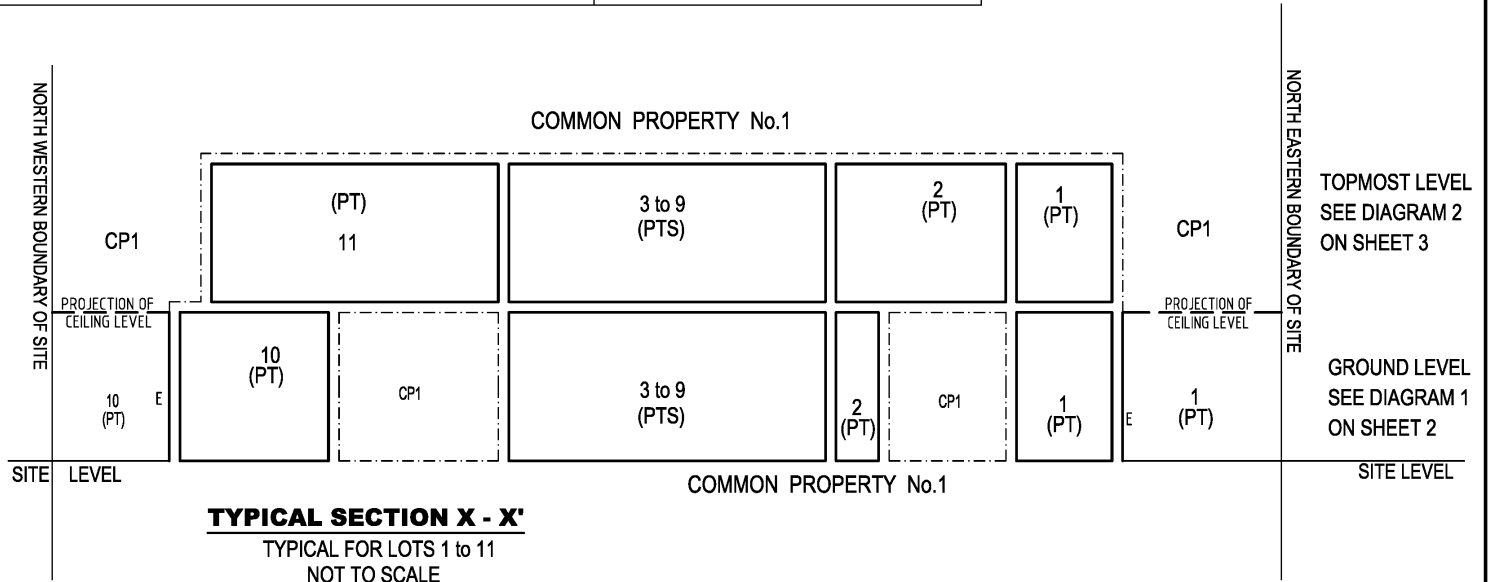
SCALE  
 0 2.5 5 7.5 10  
 LENGTHS ARE IN METRES  
 SCALE 1: 250 ORIGINAL SIZE: A3

LICENSED SURVEYOR: MARK CHARLES TOMKINSON  
 SIGNATURE DIGITALLY SIGNED DATE  
 REF 3555 PS VERSION B

DATE  
 COUNCIL DELEGATE SIGNATURE  
 SHEET 3

# PLAN OF SUBDIVISION

PLAN NUMBER  
**PS 727252T**



Land Development Consulting  
Suite 20, The Clocktower  
255 Drummond Street,  
Carlton, 3053 Ph : 9347 5655

NOT TO SCALE

LICENSED SURVEYOR : MARK CHARLES TOMKINSON

SIGNATURE DIGITALLY SIGNED DATE

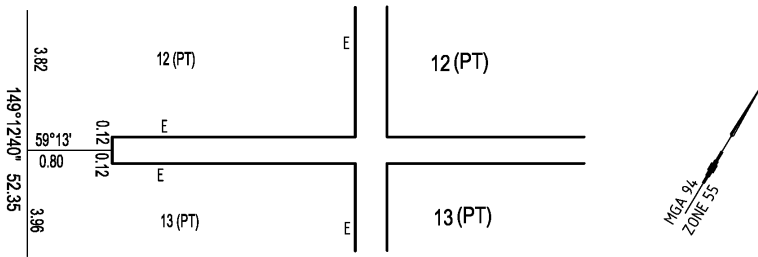
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DATE  
COUNCIL DELEGATE SIGNATURE

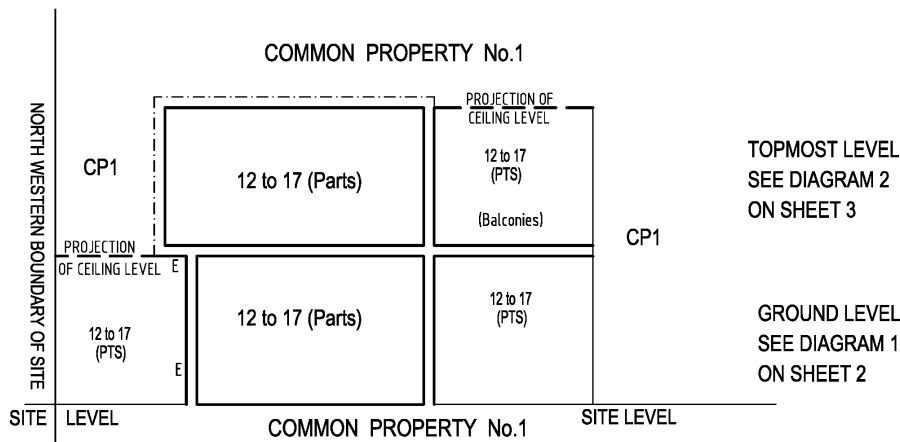
SHEET 4

# PLAN OF SUBDIVISION

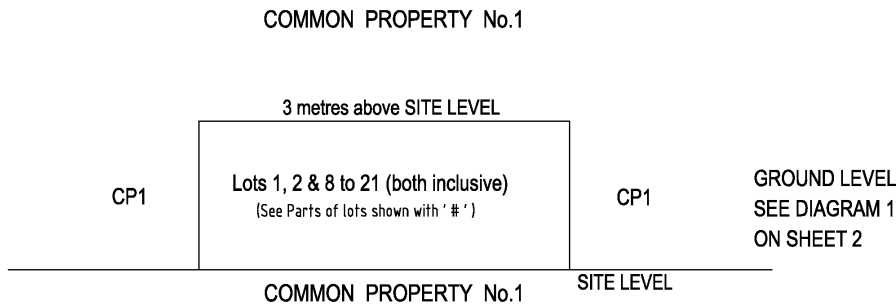
PLAN NUMBER  
**PS 727252T**



**TYPICAL ENLARGEMENT**  
SCALE 1:50



**TYPICAL SECTION W - W'**  
TYPICAL FOR LOTS 12 to 17  
NOT TO SCALE



**TYPICAL SECTION V - V'**  
TYPICAL FOR ALL PARTS OF LOTS SHOWN WITH '#'  
NOT TO SCALE

Land Development Consulting  
Suite 20, The Clocktower  
255 Drummond Street,  
Carlton, 3053 Ph: 9347 5655

NOT TO SCALE

LICENSED SURVEYOR : MARK CHARLES TOMKINSON

SIGNATURE DIGITALLY SIGNED DATE

REF 3555 PS VERSION B

DATE / /  
COUNCIL DELEGATE SIGNATURE  
SHEET 5



**Plan of Subdivision PS727252T**  
**Certification of plan by Council (Form 2)**

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S063470A  
Plan Number: PS727252T  
Responsible Authority Name: Maroondah City Council  
Responsible Authority Permit Ref. No.: M/2015/128  
Responsible Authority Certification Ref. No.: S/2015/24  
Surveyor's Plan Version: B

**Certification**

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

**Public Open Space**

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

- Has been made and the requirement has not been satisfied at Certification
- Has been made and the requirement has been satisfied at Statement of Compliance (Document updated 26/08/2016)

Digitally signed by Council Delegate: Linda Arranga  
Organisation: Maroondah City Council  
Date: 11/02/2016



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Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE  
MAKING OF A RECORDING OF AN AGREEMENT**

**Planning and Environment Act 1987**

Lodged by:

Name: Aughtersons  
Phone: (03) 9845 8200  
Address: 267 Maroondah Highway, Ringwood  
Ref: Mr de Gille:dm:141342  
Customer Code: 0436J

**Privacy Collection Statement**

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

The Authority having made an agreement referred to in section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.


Land: Volume 9422 Folio 322

Authority: Maroondah City Council  
Braeside Avenue, Ringwood, Victoria

Section and Act under which agreement made: S. 173, Planning & Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

  
\_\_\_\_\_

Name of Officer:

ANDREW TAYLOR  
\_\_\_\_\_  
(Full name)

Date:

5 AUGUST 2014  
\_\_\_\_\_

**AL285662Q**

12/08/2014 \$116.50 173



**PLANNING AND ENVIRONMENT ACT 1987**

**SECTION 173 AGREEMENT**

Between

**MAROONDAH CITY COUNCIL**

and

**RARELY PTY LTD**

In relation to

**344-348 MAROONDAH HIGHWAY, RINGWOOD, VICTORIA**

**THIS AGREEMENT** is made the date set out at Item 1 of the Schedule ("Date of Agreement")

**BETWEEN**

1. **MAROONDAH CITY COUNCIL** of Braeside Avenue, Ringwood, Victoria (herein called "the Responsible Authority") and
2. **THE LANDOWNER**, details of whom are set out at Item 2 of the Schedule (hereinafter called "the Owner").

**WHEREAS**

- A. The Owner is the owner and registered by the Registrar of Titles as the proprietor of an estate in fee simple in the land, details of which are set out at Item 3 of the Schedule (hereinafter called "the Subject Land").
- B. The Responsible Authority is responsible for the administration and enforcement of the Maroondah Planning Scheme (hereinafter called "the Planning Scheme") pursuant to the provisions of the Planning and Environment Act 1987 (hereinafter called "the Act").
- C. The Owner has requested that the Responsible Authority issue a permit for the construction of a structure, details of which are set out at Item 4 of the Schedule (hereinafter called "the Building") encroaching upon the registered sewerage and drainage easement which is located within the Subject Land pursuant to the Application for Consent to Erect a Building or Structure over Easements in the form annexed to this Agreement.
- D. Notwithstanding that construction is not permitted on or over an easement, the Responsible Authority may consent to construction and/or works being carried out on or over an easement.
- E. The Responsible Authority has agreed to approve a permit for the construction of the Building subject to the Owner entering into this Agreement to provide for the matters set out.

**AL285662Q**



- F. The Responsible Authority and the Owner have agreed that, without restricting or limiting their respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is an agreement entered into pursuant to Section 173 of the Act.
- G. The Responsible Authority and the Owner have entered into this Agreement in order to achieve or advance the objectives of planning in Victoria or the objectives of the Planning Scheme.

**AL285662Q**



**IT IS AGREED AS FOLLOWS:**

**Definitions**

1. In this Agreement unless inconsistent with the context or subject matter:
  - 1.1 "Act" means the Planning and Environment Act 1987;
  - 1.2 "Agreement" means this Agreement and any agreement executed by the parties varying or expressed to be supplemental to this Agreement.
  - 1.3 "Subject land" means the land described in Item 3 of the Schedule;
  - 1.4 "Owner" means the owner for the time being of the land and the person or persons entitled from time to time to be registered by the Register of Titles as the proprietor of an estate in fee simple in the land or any part thereof, and includes a Mortgagee in possession;
  - 1.5 "Permit" means the building and or planning permit referred to in Recital E, including any plans endorsed under such permits;
  - 1.6 "Planning Scheme" means the Maroondah Planning Scheme and any successor instrument or other planning scheme which applies to the Subject Land.

- 1.7 "Responsible Authority" means Maroondah City Council or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and
- 1.8 "Tribunal" means the Victorian Civil and Administrative Tribunal or any successor tribunal, court, institution or body.
- 1.9 "Building" means the structure to be erected pursuant to the issue of the Permit as referred to at Item 4 of the Schedule.
- 1.10 "Termination Date" means the date upon which this Agreement shall end in accordance with Section 177 of the Act namely the date upon which the Responsible Authority notifies the Owner in writing that the Responsible Authority no longer requires the Owner to comply with the obligations in this Agreement.
- 1.11 "the Works" means any works carried out by the Responsible Authority for the purposes of inspecting, constructing, repairing, cleansing, removing, replacing, renewing, altering, maintaining or reinstating the structures placed or to be placed in the Easement by the Responsible Authority and all other works incidental to those works.

## **Interpretation**

2. In this Agreement unless inconsistent with the context or subject matter:
- 2.1 The singular includes the plural and the plural includes the singular;
- 2.2 A reference to a gender includes a reference to each other gender;
- 2.3 A reference to a person includes a reference to a firm, corporation, association or other entity and their successors in law;
- 2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally;

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12/08/2014 \$116.50 173



2.5 A reference to a statute includes any statute amending, consolidating or replacing that statute and includes any subordinate instruments made under that statute;

2.6 The Recitals to this Agreement are and will be deemed to form part of this Agreement including any terms defined within the Recitals.

**Agreement Under Section 173 of the Act**

3. The Responsible Authority and the Owner agree that without limiting or restricting their respective powers to enter into this Agreement and insofar as it can be so treated, this Agreement is made pursuant to Section 173 of the Act.

**Agreement to issue permit**

4. The Responsible Authority agrees to issue a permit for the construction of a Building encroaching upon the registered sewerage and drainage easement subject to the Owner:

- 4.1 submitting plans and specifications acceptable to the Responsible Authority; and
- 4.2 entering into this Agreement.

**Consideration**

5. The Owner covenants with the Responsible Authority as set out in this Agreement in consideration of the Responsible Authority giving its approval for the construction of the Building over the easement.

**Specific Obligations of the Owner**

6. The Owner covenants with the Responsible Authority to:
- 6.1 remove the Building at the cost of the Owner at any time upon being required in writing by the Responsible Authority to do so;
  - 6.2 where the Building has resulted in damage to drains or sewers to repair or reconstruct such drains or sewers upon request in writing by the Responsible Authority to the satisfaction of the Responsible Authority at the cost of the Owner.

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**AL285662Q**



**Further Obligations of the Owner**

7. The Owner further covenants that:

7.1 The Owner will not sell, transfer, dispose of, assign, mortgage or otherwise part with possession of the Subject Land or any part of it without first disclosing to its successors the existence and nature of this Agreement.

7.2 The Owner will do all that is necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Subject Land in accordance with Section 181 of the Act, including the signing of any further agreement, acknowledgement or other document.

7.3 The Owner shall immediately on demand pay the reasonable legal costs and fees incurred and incidental to the preparation and execution of this Agreement and the registration hereof pursuant to Section 181 of the Act, together with all costs of enforcing this Agreement if deemed necessary by the Responsible Authority. The Owner hereby agrees that any such costs are and remain a charge on the Subject Land until paid, and consents to the Responsible Authority registering a caveat on the Certificate of Title to the Subject Land in respect of any such costs and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority in any court of competent jurisdiction as a civil debt recoverable.

7.4 That until such time as this Agreement is registered on the title to the Subject Land, the Owner shall ensure that successors in title will give effect to this Agreement, and do all acts and sign all documents which will require those successors to give effect to this Agreement, including executing a deed agreeing to be bound by the terms of this Agreement.

7.5 The Owner agrees to indemnify and keep indemnified the Responsible Authority from and against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect



of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to this Agreement and/or any non-compliance with this Agreement.

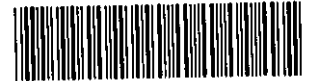
7.6 The Owner agrees to allow the Responsible Authority to enter the Subject Land at any reasonable time to assess compliance with this Agreement.

**Additional Obligations of the Owner**

8. The Owner further covenants that:

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8.1 Proper Means of Access

At all times provide the Responsible Authority with proper means of access to and from the Easement.

8.2 Entry to Carry Out Works

Permit the Responsible Authority to enter into and upon the Building and the Easement for the purpose of carrying out the Works

8.3 Damage to Building

Be solely responsible for any injury, loss or damage which may be caused to the Building by reason of or incidental to the Works or any other works laid in the Easement;

8.4 No Claims

Not make or procure any other person to make on the Owner's behalf any claims for damages or loss of any kind against the Responsible Authority relating to any damage or injury caused to the Building or its contents by reason of any settlement or subsidence of the Building or any leakage in or flooding, bursting, breakage or subsiding of the drain and/or the sewer or otherwise arising from the Works;

8.5 Floor of Building

Keep the section of the floor of the Building which has been erected over the Easement:

- unpaved;

- paved with removable concrete slabs or any other removable flooring which the Responsible Authority has first approved in writing; or
- otherwise in accordance with any written direction of the Responsible Authority.

**8.6 Compliance with Responsible Authority's Conditions**

At all times carry out and comply with all conditions imposed by the Responsible Authority in respect of the part of the Building constructed over the Easement, including any conditions which are or are required by the Responsible Authority to be included in any building permit which relates to the construction of any building or buildings or any part of them or the carrying out of any building work in or over the Easement including but not limited to the conditions prescribed in the letter of consent of the Responsible Authority dated as set out at Item 5 of the Schedule ("Date of Consent");

**8.7 Water Authority**

Not, (if the Yarra Valley Water Corporation (or its successor) has any right or interest in the Easement) commence construction of the Building until the Owner has procured the consent of Yarra Valley Water Corporation (or its successor) to the erection of the Building over the Easement.

**Owner's Warranties and Acknowledgements**

9. The Owner warrants that:

- 9.1 It is the registered proprietor (or entitled to be so) of the Subject Land;
- 9.2 There are no mortgages, liens, charges or other encumbrances affecting the Subject Land which are not disclosed in the usual searches;
- 9.3 If the Subject Land is affected by a mortgage granted to the Mortgagee, details of whom are set out at Item 6 of the Schedule ("the Mortgagee") the Mortgagee of the Subject Land consents to the

**AL285662Q**

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Owner entering into this Agreement and the Agreement being registered on the title to the Subject Land.

9.4 The Owner has obtained all necessary authorities and consents to bind all other persons who have any interest either legal or equitable in the Land.

10. The Owner acknowledges that any obligations imposed on the Owner under this Agreement take effect as separate and several covenants which are annexed to the Subject Land and run at law and in equity with the land and every part thereof and bind the Owner, its successors, assigns and transferees, and the registered proprietor for the time being of the whole or any part of the Subject Land.

**Further assurance**

11. The parties to this Agreement must do or cause to be done all things that are reasonably necessary to give effect to this Agreement.

**Default**

12. If the Owner defaults or fails to perform any of its obligations under this Agreement the Responsible Authority may, without prejudice to any other remedies, rectify and remedy such default and the cost of doing so shall be borne by the Owner. The Owner hereby consents to the Responsible Authority registering a caveat on the Certificate of Title to the Subject Land in respect of any such costs, and acknowledges that any such costs shall be capable of being recovered by the Responsible Authority in any court of competent jurisdiction as a civil debt recoverable.

**No waiver**

13. Any time or other indulgence granted by the Responsible Authority to the Owner or any variation of the terms and conditions of this Agreement or any judgment or order obtained by the Responsible Authority against the Owner will not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

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**No Fettering of Powers of Responsible Authority**

14. The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Responsible Authority of the powers, duties and discretions that the Responsible Authority has or may have (as planning authority, responsible authority or otherwise) under the Act or under the Planning Scheme to consider, approve, amend or to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification relating to any use or development, or in relation to the commencement or initiation or any enforcement action or proceeding whatsoever.

**Entire Agreement**

15. This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous Agreements or understandings between the parties in connection with its subject matter.

**Severability**

16. If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it shall be severed and the other provisions of this Agreement shall remain operative and be of full force and effect.

**Disputes**

17. If there is a dispute between the parties concerning the interpretation or implementation of this Agreement, that dispute must be referred to the Tribunal for resolution to the extent permitted by the Act.

18. If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute must be referred for arbitration by an Arbitrator agreed upon in writing by the parties, or, in the absence of such agreement the Chair of the Victorian Chapter of the Institute of Arbitrators Australia or his or her nominee, for arbitration.

19. The parties shall each be entitled to legal representation for the purposes of any proceedings or arbitration referred to clause 17 and 18 of this Agreement

unless the Tribunal or arbitrator otherwise directs, and each party must bear its own costs.

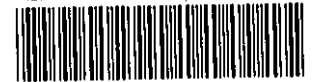
**Commencement of Agreement**

20. Unless otherwise provided in this Agreement, this Agreement shall commence on the date of this Agreement.

**AL285662Q**  
12/08/2014 \$116.50 173  


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12/08/2014 \$116.50 173



**SCHEDULE**

**Item 1**      **Date of Agreement**

\_\_\_\_\_ 5 August 2014. \_\_\_\_\_

**Item 2**      **The Owner**

Name:            Rarely Pty Ltd (ACN 143 525 535)

Address:        54 Timber Ridge, Doncaster, Victoria

**Item 3**      **The Subject Land**

Address:        344-348 Maroondah Highway, Ringwood, Victoria

Title details:   Volume 9422 Folio 322

Plan details:   Land in Plan of Consolidation 151796

**Item 4**      **The Building**

Retaining walls and carport

**Item 5**      **Date of Consent**

20 May 2014

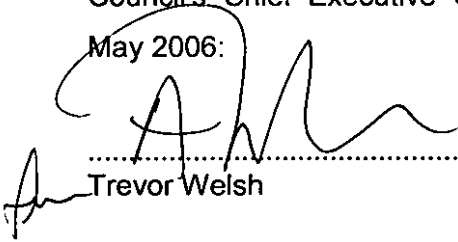
**Item 6**      **The Mortgagee**

National Australia Bank Ltd

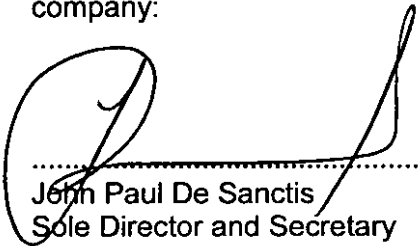
**EXECUTED by the parties on the date set out at Item 1 of the Schedule**

Signed on behalf of **MAROONDAH CITY** )  
**COUNCIL** by its Delegate Trevor Welsh, )  
Director Operations and Infrastructure, in the )  
exercise of his authority to act on Council's )  
behalf, which includes the authority )  
conferred by Instrument of Delegation from )  
Council's Chief Executive Officer dated 18 )  
May 2006: )



  
.....  
Trevor Welsh

Executed by **RARELY PTY LTD** by being )  
signed by the person authorised to sign for the )  
company: )

  
.....  
John Paul De Sanctis  
Sole Director and Secretary

**CONSENT OF NATIONAL AUSTRALIA BANK LTD (USE NEXT PAGE IF  
REQUIRED)**







# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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**OWNERS CORPORATION 1  
PLAN NO. PS727252T**

The land in PS727252T is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 30.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

54 TIMBER RIDGE DONCASTER VIC 3108

OC032203F 02/11/2016

### 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:

OC032203F 02/11/2016

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	20	20
Lot 2	15	15
Lot 3	15	15
Lot 4	15	15
Lot 5	15	15
Lot 6	15	15



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 28/03/2024 03:59:52 PM

**OWNERS CORPORATION 1  
PLAN NO. PS727252T**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	15	15
Lot 8	15	15
Lot 9	15	15
Lot 10	10	10
Lot 11	10	10
Lot 12	20	20
Lot 13	20	20
Lot 14	20	20
Lot 15	20	20
Lot 16	20	20
Lot 17	20	20
Lot 18	15	15
Lot 19	10	10
Lot 20	10	10
Lot 21	15	15
Lot 22	15	15
Lot 23	15	15
Lot 24	15	15
Lot 25	15	15
Lot 26	15	15
Lot 27	15	15
Lot 28	15	15
Lot 29	15	15
Lot 30	15	15
<b>Total</b>	<b>465.00</b>	<b>465.00</b>

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

Statement End.

# PLANNING CERTIFICATE

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

## CERTIFICATE REFERENCE NUMBER

1017788

## APPLICANT'S NAME & ADDRESS

MELANIA SERWYLO C/- LANDATA  
MELBOURNE

## VENDOR

FEARNS, ANDREA

## PURCHASER

NA, NA

## REFERENCE

24-7009

This certificate is issued for:

LOT 6 PLAN PS727252 ALSO KNOWN AS 6/344 MAROONDAH HIGHWAY RINGWOOD  
MAROONDAH CITY

The land is covered by the:

MAROONDAH PLANNING SCHEME

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

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 1
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 4
- and a SPECIAL BUILDING OVERLAY
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :  
<http://planningschemes.dpcd.vic.gov.au/schemes/maroondah>

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

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

28 March 2024

**Sonya Kilkeny**  
Minister for Planning

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

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

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

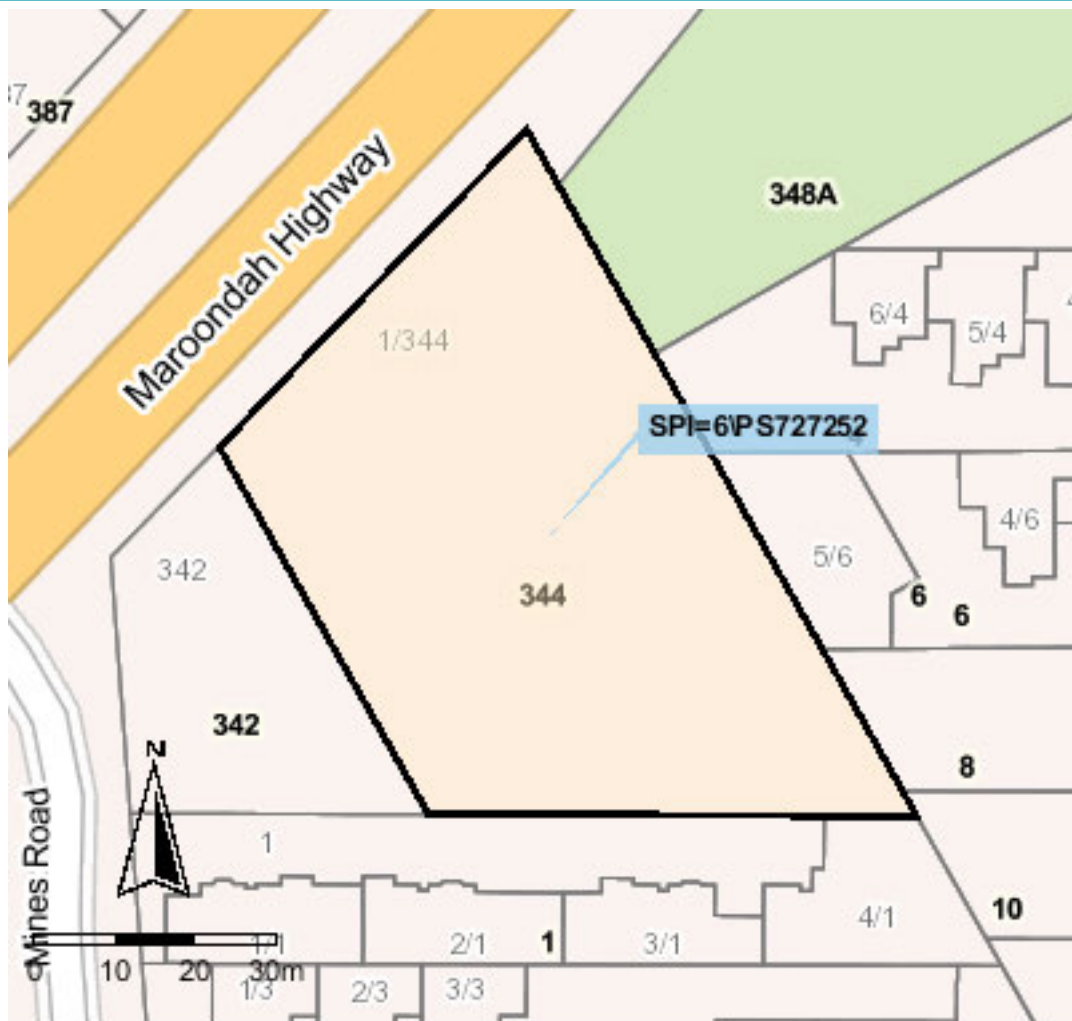
LANDATA®  
T: (03) 9102 0402  
E: [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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

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

If this property is different to the one expected, you can phone (03) 9102 0402 or email [landata.enquiries@servictoria.com.au](mailto:landata.enquiries@servictoria.com.au)

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



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### Choose the authoritative Planning Certificate

#### *Why rely on anything less?*

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

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

### Privacy Statement

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

**Ranges First National Real Estate**

1660 Burwood Highway,  
Belgrave, VIC 3160

P: 97546111

ABN: 34493739706



**first  
national**  
REAL ESTATE

Ranges

# Residential Rental Agreement

for

6/344 Maroondah Hwy, Ringwood VIC 3134

This agreement is between **Tracie Read-Withers, Andrea Marjorie Fearn**  
and **Bimali Thena Hannadige**.

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Powered by iProperty Express

# Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

## Part A - General

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

### 1. Date of agreement

This is the date the agreement is signed

Tue 02/05/2023

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

6/344 Maroondah Hwy, Ringwood VIC

Postcode 3134

### 3. Rental provider details

Full name or company name of rental provider

Tracie Read-Withers, Andrea Marjorie Fearn

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

#### Rental provider's agent details (if applicable)

Full name

Ranges First National Real Estate

Address

1660 Burwood Highway, Belgrave, VIC

Postcode 3160

Phone number

97546111

ACN (if applicable)

613858772

Email address

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

**4. Renter details**

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

Full name of **renter 1**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address:  **Postcode**

Phone number:

Email:

---

**5. Length of the agreement**

Fixed term agreement      Start date

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

End date

Periodic agreement (monthly)      Start date

**Note:** If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

---

## 6. Rent

Rent amount(\$)  
(payable in advance)

To be paid per  week  fortnight  calendar month

Day rent is to be paid (e.g. each Thursday or the 11th of each month)

Date first rent payment due

---

## 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 [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA on 1300 13 71 64

Rental bond amount(\$)

Date bond payment due

## Part B – Standard terms

---

### 8. Rental provider's preferred method of rent 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 permitted methods of rent payment)

direct debit  bank deposit  cash  cheque  money order  BPay

other electronic form of payment, including Centrepay



Payment details (if applicable)

BSB:	083125
Account:	298862382
Account name:	Ranges First National
Bank Reference:	0499268137

**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.

(Rental provider to tick as appropriate)

Yes      Krystelle Rush: leasing@rangesfn.com.au

No

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

(Renter to tick as appropriate)

**Renter 1**     Yes      Bimali Thena Hannadige: [REDACTED]

No

**Renter 2**     Yes      [REDACTED]

No

**Renter 3**     Yes      [REDACTED]

No

**Renter 4**     Yes      [REDACTED]

No

---

## 10. Urgent repairs

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

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

Details of person the renter should contact for an urgent repair  
(rental provider to insert details)

Emergency contact name

Meaghan Dolphin

Emergency phone number

9754 6111

Emergency email address

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

---

## 12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

- No  
 Yes
- 

## 13. Condition report

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

(rental provider to tick as appropriate)

- The condition report has been provided  
 The condition report will be provided to the renter on or before the date the agreement starts

#### 14 Electrical safety activities

- (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 two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
- 

#### 15 Gas safety activities

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

- (a) The rental provider must ensure 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 two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
- 

#### 16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
  - i. any smoke alarm is correctly installed and in working condition; and
  - ii. any smoke alarm is tested according to the manufacturer'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 occupation date, 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.
- 

### **18 Relocatable 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](http://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:

- 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](http://consumer.vic.gov.au/renting).

## 23 Locks

- The rental provider must ensure the premises has:
  - locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - 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](http://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—

- (a) the renter cannot meet the cost of the repairs; or
- (b) the cost of repairs is more than \$2500; or
- (c) 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 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:

- 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 assignment.

## 28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

## 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.

### **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](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

### **32. Residential Tenancy Database**

In accord with Section 439 (1) of the Act Ranges First National Real Estate will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by Ranges First National Real Estate subject to the Act.

### **33. Rental Provider Obligations**

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or Ranges First National Real Estate may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or Ranges First National Real Estate may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

### **34. Availability of Premises**

Ranges First National Real Estate will use its best endeavours so that the Premises are available on the Commencement Date.

### **35. Payment of Services**

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or Ranges First National Real Estate should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

### **36. Contents Insurance**

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

### **37. Use of Premises**

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior



written consent of the Rental Provider. Any request for consent must be made in writing to Ranges First National Real Estate.

**38. No Representations**

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or Ranges First National Real Estate in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

**39. Condition Report**

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to Ranges First National Real Estate within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by Ranges First National Real Estate will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

**40. No Promise of Renewal**

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or Ranges First National Real Estate in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

**41. Rental Provider Termination**

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

**42. Lost Keys**

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. Ranges First National Real Estate does not guarantee that it holds a spare set of keys to the Premises at its offices.

**43. Extra Keys**

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to Ranges First National Real Estate at the end of the tenancy without reimbursement.

**44. Floor Protection**

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

**45. Changing Locks**

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or Ranges First National Real Estate a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

**46. Comply with Insurance**

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

**47. No Invalidating Insurance**

The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

**48. Protection Against Damage**

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or Ranges First National Real Estate or their respective contractors.

**49. Shared Services**

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

**50. No Servicing Vehicles**

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

**51. Report Damage or Injury**

The Renter shall notify Ranges First National Real Estate immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

**52. Notify Blockages**

The Renter must as soon as practicable notify the Rental Provider or Ranges First National Real Estate of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or Ranges First National Real Estate or their respective contractors.

**53. Alterations**

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

**54. Rubbish**

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

**55. Pests**

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

**56. Hanging Clothes**

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

**57. Replace Light Globes**

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

**58. Smoke Free Zone**

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

**59. Payment of Rental**

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by Ranges First National Real Estate from time to time.

**60. Rental Increase**

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

**61. Maintain Garden**

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

**62. Watering System**

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, Ranges First National Real Estate or their contractors.

**63. Rental Provider Repairs**

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify Ranges First National Real Estate in writing.

**64. Urgent Repairs**

The Renter acknowledges that Ranges First National Real Estate is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact Ranges First National Real Estate during business hours or after hours information service on 9754 6111 or Ranges First National Real Estate approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

#### **65. Vehicle Parking**

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

#### **66. Pets**

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or Ranges First National Real Estate. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or Ranges First National Real Estate may impose reasonable conditions. It is not unreasonable for the Rental Provider or Ranges First National Real Estate to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or Ranges First National Real Estate to keep a pet at the Premises the Renter must complete and provide a pet request form.

#### **67. Pools and Water Features**

The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

#### **68. Rental Provider Entry**

Subject to compliance with the Act, the Rental Provider or Ranges First National Real Estate has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provided further that at least 7 days' written notice has been given to the Renter.

#### **69. Assignment and Sub-Letting**

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or Ranges First National Real Estate in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or Ranges First National Real Estate for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of Ranges First National Real Estate as agent to manage the Premises.

**70. Rental Provider Notice**

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

**71. Renter Notice**

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

**72. Periodic Tenancy**

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

**73. Rental Provider Expenses**

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Ranges First National Real Estate the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by Ranges First National Real Estate;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

**74. Return Keys**

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to Ranges First National Real Estate during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

**75. No Set-Off**

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

**76. Remove Personal Property**

The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

**77. Window Cleaning**

If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.

**78. Carpet Cleaning**

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide Ranges First National Real Estate with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

#### **79. Definitions and Interpretation**

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

#### **80. Electronic Notices**

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of Ranges First National Real Estate. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

#### **81. Change of Electronic Address**

The Rental Provider and the Renter must give immediate written notice to the Other Party and Ranges First National Real Estate if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

#### **82. Withdraw Consent**

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or Ranges First National Real Estate but such notice shall only become effective on receipt by the Rental Provider or Ranges First National Real Estate.

#### **83. Furnishings**

If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

#### **84. Care for Furnishings**

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

#### **85. Repair/Replacement of Furnishings**

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

#### **86. Cost of Repairs/Replacements**

The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.

#### **87. Owners Corporation**

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

## 1. Special Conditions - No Pets

### SPECIAL CONDITIONS

#### SMOKING

All smoking is to be done outside the house / unit, to ensure curtains, walls and carpets do not absorb the smell. Should this occur, it is the renter's responsibility to have the curtains and carpets professionally cleaned and the walls washed down.

#### OCCUPATION

It is hereby agreed that the premises will not be permanently occupied by anyone other than the applicants approved by the rental provider. If a new renter wishes to move in or replace an existing renter, an application must be submitted and this must be approved by the rental provider, in the form of an approved application, prior to moving in.

#### PAYING RENT

It is the renter's legal responsibility to pay rent to the agent. Rent must be paid to the agent at – 1 Bayview Road, Belgrave 3160

#### RENT ARREARS

If you are having difficulty paying your rent, please contact our office immediately to discuss the matter. A reminder email/SMS will be sent to you after rent is 3 days late and every day thereafter. A notice to vacate will be automatically served on you if your rent falls 14 days into arrears.

#### MAINTENANCE / REPAIRS

All maintenance repairs and requests must be submitted to the agent in via email: [propertymanagement@rangesfn.com.au](mailto:propertymanagement@rangesfn.com.au). **For all after hour emergency repairs please contact the office 9754 6111 leave a message with your name, property and phone number and will contact you ASAP.**

Any repair or fault reported by the renter, that is deemed to be user fault or no repair required, will be at the renter's expense and must be paid for with their next rent due.

#### ASBESTOS

Due to the unknown composition of the walls and ceilings at the subject property, the Renter's acknowledge that they are not to disturb the surfaces in any way, which includes drilling, hammering, installing hooks or nails, sanding or painting surfaces. Furthermore the renters acknowledge that they will immediately advise the agent of any damage, should any occur, to any parts of the building during the period of the tenancy.

#### CAR PARKING

The renter/s agree to park all vehicles in designated car parking areas and not on the front lawn or nature strip. Only road worthy vehicles are to be kept at the property at any time. The Renter shall not park or allow to be parked vehicles on the premises that leak oil unless a suitable tray is provided.

## GARDENS

Normally, unless otherwise specified, it is the renters responsibility to maintain the gardens and lawns of a rented premises. In the event the gardens and lawns are not being maintained by the renter, the owner will have the option to employ a gardener at the renters expense

## INSPECTIONS

Routine inspections are conducted twice yearly. The first routine inspection will be conducted after the first 3 months, followed by 6 monthly inspections thereafter. The agent will use digital photography at the time of the Inspection to report back to the owner the condition of the property.

## CARPETS

The renter/s hereby agree to have the carpets steam/dry cleaned at the end of the tenancy by a reputable company and to supply the agency with a copy of the invoice/receipt.

## TV BRACKETS

If a TV bracket is in the house, the Renter may use the provided bracket at their own risk. Renters responsibility is to ensure the TV is the correct weight for the wall mounted bracket, any damage caused by excess TV weight will be at the Renters expense.

## AGREEMENT TERMINATION

Renter/s are required to supply, in writing, to the agent any intention to vacate the premises. If the renter/s is currently on a fixed term rental agreement, they are required to supply 28 days written notice of their intention to vacate the premises, to co-inside with the expiration of the tenancy. If the renter/s are currently on a periodic rental agreement, they may give 28 days written notice to the agent, at any time throughout the tenancy.

## BREAKING THE AGREEMENT

If the event that the renter, who is currently on a fixed term rental agreement, needs to terminate their agreement prior to the expiration of their tenancy, they agree to the follow –

- Pay rent until such time as a suitable renter occupies the premises.
- Pro-rata portion of the letting fee
- All advertising costs involved
- Any GST applicable to the above

## KEYS



The renter/s hereby agree not to change any of the properties locks unless prior approved is received in writing from the owner.

The renter also agrees to supply the agency with a copy of all new keys to the property.

## BOND

Security deposits are only returned to renter/s after the property keys have been returned to the agency and a final inspection has been carried out.

## PETS

The renter/s are not permitted to have pets at the premises. Any request to have pets at the premises must be submitted in writing by the renter/s on the prescribed Consumer Affairs form and approved by the rental provider/s.

## INSURANCE

The Renter acknowledges that it is their responsibility to insure their possessions. The Renter also acknowledges that the Rental Provider's insurance policy will not provide cover for such possessions.

## CONDITION REPORT

The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to the Agent within 5 business days after entering into occupation of the premises. If the Condition Report is not returned, the copy held by the Agent will be accepted as conclusive evidence of the state of repair or general condition of the rented premises, as at the commencement of this tenancy.

### Renter Acknowledgement

1. Bimali Thena Hannadige viewed and acknowledged at Tue, 02/05/2023 14:16 from device: Windows 10 Other Chrome 112.0.0

## 2. Carpark

The Renter(s) and Rental Provider(s) agree that the Rental Provider(s) will provide 1x car space as part of this rental agreement for its full duration.

### Renter Acknowledgement

1. Bimali Thena Hannadige viewed and acknowledged at Tue, 02/05/2023 14:16 from device: Windows 10 Other Chrome 112.0.0

## Property Disclosures

This section contains important disclosures from your Rental Provider about the rented premises:

### Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?

(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)

If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.

Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

Yes  No

Comments

*Manually entered by Ranges FN, RRP completed paper forms*

### Intention to Sell

Has an agent been engaged to sell the property, a contract of sale prepared or an ongoing proposal to sell the property? If yes, please provide details below.

Yes  No

Comments

*Manually entered by Ranges FN, RRP completed paper forms*

### Homicide

Are the premises or common property known to have been the location of a homicide in the last 5 years?

Yes  No

Comments

*Manually entered by Ranges FN, RRP completed paper forms*

## Drug Contamination

Are the premises known to be contaminated because of prior use of the premises for the trafficking or cultivation of a drug of dependence in the last 5 years?

Yes  No

Comments

*Manually entered by Ranges FN, RRP completed paper forms*

## Mould or Dampness

In the last 3 years, has the premises been subject to a repair notice relating to mould or damp in the premises caused by or related to the building structure?

Yes  No

Comments

*Manually entered by Ranges FN, RRP completed paper forms*

## Safety Checks

Has the premises had the required gas safety check, electrical safety check and pool barrier compliance check (if applicable) carried out?  
If they have been carried out, please provide the dates of the latest applicable checks below.

Yes  No

Comments

*Manually entered by Ranges FN, RRP completed paper forms (TBA - Ranges arranging on behalf of the RRP)*

## Safety Check Recommendations

Are there any outstanding recommendations for work to be completed at the premises from a gas safety check and electrical safety check?

Yes  No

Comments

*Manually entered by Ranges FN, RRP completed paper forms (TBA - Ranges arranging on behalf of the RRP)*

## Asbestos

Are the premises known to have friable or non-friable asbestos based on an inspection by a suitably qualified person?

Yes  No

Comments

*Manually entered by Ranges FN, RRP completed paper forms*

## Building/Planning Permit

Are the premises known to be affected by a building or planning application that has been lodged with the relevant authority?

Yes  No

Comments

*Manually entered by Ranges FN, RRP completed paper forms*

## Building Work Dispute

Is there a current domestic building work dispute under the Domestic Building Contracts Act 1995 which applies to or affects the premises?

Yes  No

Comments

*Manually entered by Ranges FN, RRP completed paper forms*

## OC Dispute

Is there a current dispute under Part 10 of the Owners Corporations Act 2006 which applies to or affects the premises?

Yes  No

Comments

*Manually entered by Ranges FN, RRP completed paper forms*

## Building Defects/Safety Concerns

Are the premises or common property 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?  
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

Yes  No

Comments

*Manually entered by Ranges FN, RRP completed paper forms*

## Heritage Register

Are the premises considered a registered place?  
Registered Place meaning, a place included in the Heritage Register within the meaning of section 3(1) of the Heritage Act 2017.

Yes  No

Comments

*Manually entered by Ranges FN, RRP completed paper forms*

## Minimum Standards

Do the premises comply with the rental minimum standards?  
The rental minimum standards are new regulations that came into effect on the 29th March 2021 and all rented premises must comply with important requirements relating to amenity, safety and privacy. Rental providers have a duty to ensure their property meets these standards.  
Information on the specific requirements of the minimum standards can be found on the Consumer Affairs website (<https://www.consumer.vic.gov.au/housing/renting/changes-to-renting-laws/resources-for-practitioners/fact-sheet-26-rental-minimum-standards>).  
If the premises does not meet any of the requirements, please provide details below.

Yes  No

Comments

*Manually entered by Ranges FN, RRP completed paper forms*

## Right To Let the Premises

Are you the owner of the property?

If you are not, please advise the specifics of your rights to let the property on the owners behalf.

Yes  No

Comments

*Manually entered by Ranges FN, RRP completed paper forms*

## Mortgagee Possession

Has a mortgagee commenced a proceeding to enforce a mortgage over the property or taking action for possession of the property?

Yes  No

Comments

*Manually entered by Ranges FN, RRP completed paper forms*

**Renter Acknowledgement**

1. Bimali Thena Hannadige viewed and acknowledged at Tue, 02/05/2023 16:04 from device: Windows 10 Other Chrome 112.0.0

## Privacy Collection Notice

As professional property managers **Ranges First National Real Estate** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 97546111

### Primary Purpose

As professional property managers, **Ranges First National Real Estate** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **Ranges First National Real Estate** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd"))
- Other Real Estate Agents, **Rental Providers** and Valuers

### Secondary Purpose

**Ranges First National Real Estate** also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities

(Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **Ranges First National Real Estate** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **Ranges First National Real Estate** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **Ranges First National Real Estate** privacy policy can be viewed without charge on the **Ranges First National Real Estate** website; or contact your local **Ranges First National Real Estate** office and we will send or email you a free copy.

### Disclaimer

**Ranges First National Real Estate** its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **Ranges First National Real Estate** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

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## Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

### Rental Provider's Agent

Rental Provider's Agent : **Krystelle Rush** on behalf of **Tracie Read-Withers and Andrea Marjorie Fearn**s (Rental Provider)



Signed at Tue, 02/05/2023 12:03 , from device: Windows 10 Other Chrome 112.0.0

### Renter(s)

Renter : **Bimali Thena Hannadige**



Signed at Tue, 02/05/2023 16:05 , from device: Windows 10 Other Chrome 112.0.0

## AUDIT TRAIL

### Krystelle Rush (Rental Provider's Agent)

Tue, 02/05/2023 12:03 - Krystelle Rush stamped saved signature the Residential Rental Agreement

Tue, 02/05/2023 12:03 - Krystelle Rush submitted the Residential Rental Agreement

### Bimali Thena Hannadige (Renter)

Tue, 02/05/2023 14:12 - Bimali Thena Hannadige clicked 'start' button to view the Residential Rental Agreement  
(Windows 10 Other Chrome 112.0.0, IP: 139.5.114.30)

Tue, 02/05/2023 16:03 - Bimali Thena Hannadige clicked 'start' button to view the Residential Rental Agreement  
(Windows 10 Other Chrome 112.0.0, IP: 139.5.114.30)

Tue, 02/05/2023 16:05 - Bimali Thena Hannadige signed the Residential Rental Agreement (Windows 10 Other Chrome 112.0.0, IP: 139.5.114.30)

Tue, 02/05/2023 16:05 - Bimali Thena Hannadige submitted the Residential Rental Agreement (Windows 10 Other Chrome 112.0.0, IP: 139.5.114.30)

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## AGREEMENT END

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Telephone Enquiries: 03 9298 4327  
Your Reference: 72322982-021-0:74077  
Reg 51 (1)



28 March 2024

SERV  
DX250639  
Melbourne

Dear Sir/Madam

**Re: 6/344 Maroondah Highway, Ringwood VIC 3134 Lot 6 PS 727252**

I refer to your request for information available from Council records concerning the above property.

**The following Building Permit(s) have been issued within the last 10 years.**

Type of Building	Permit Number	Council Reference	Permit Issue Date	Final Cert/Occ Permit Issue Date
Additions Alterations (Stage 2) to Motel : Stage 2 - Full Partial Demolition Works Only - Change of Use to Attached Dwellings & Apartments	20140828/1	PBS/6550/2014/1	02-Apr-2014	06-May-2016
Additions Alterations (Stage 3) to Motel : Stage 3 - Remainder of Works (Conditional) - Change of Use to Attached Dwellings & Apartments	20140828/2	PBS/6550/2014/2	15-Apr-2014	06-May-2016
Additions Alterations (Stage 4) to Motel : Stage 4 - Unit 1 & Carports - Change of Use to Attached Dwellings & Apartments	20140823/3	PBS/6550/2014/3	16-Aug-2014	06-May-2016

**No Building Notices or Orders are outstanding against this property.**

#### **Combined Allotments Statement**

No combined allotment determinations have been made under Regulation 64(1) of the Building Regulations 2018.

#### **Subdivision of an Existing Building**

Council is **unaware** of any exemptions having been issued under regulation 231 of the Building Regulations 2018 that involves the subdivision of an existing building.

Please note this information is only as accurate as Council's Building records permit.

#### **Contact us**

**Phone** 1300 88 22 33 or 9298 4598 **Fax** 9298 4345

maroondah@maroondah.vic.gov.au | www.maroondah.vic.gov.au | PO Box 156, Ringwood 3134 | DX 38068, Ringwood

If there is a pool on this property it is the responsibility of the present or any future owner to ensure that the pool is registered and fenced with safety barriers that comply with the Building Act, Regulations and relevant Australian Standards. For more information on the obligations of pool owners see: <https://www.maroondah.vic.gov.au/Residents-property/Swimming-pool-and-spa-registration-and-fencing>

Yours faithfully

*Leanne Wilson*

**Leanne Wilson**  
**Municipal Building Surveyor**

# Property Clearance Certificate

## Land Tax



MELANIA SERWYLO

<b>Your Reference:</b>	LD:72322982-016-6.24-7009
<b>Certificate No:</b>	73553058
<b>Issue Date:</b>	28 MAR 2024
<b>Enquiries:</b>	ESYSPROD

**Land Address:** UNIT 6, 344 MAROONDAH HIGHWAY RINGWOOD VIC 3134

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43494907	6	727252	11830	557	\$0.00

**Vendor:** ANDREA FEARNES

**Purchaser:** NA NA

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS ANDREA MARJORIE FEARNES	2024	\$95,000	\$0.00	\$0.00	\$0.00

**Comments:** Property is exempt: LTX Principal Place of Residence.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

<b>CAPITAL IMPROVED VALUE:</b>	\$360,000
<b>SITE VALUE:</b>	\$95,000
<b>CURRENT LAND TAX CHARGE:</b>	<b>\$0.00</b>

# Notes to Certificate - Land Tax

Certificate No: 73553058

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## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$95,000

Calculated as \$500 plus ( \$95,000 - \$50,000) multiplied by 0.000 cents.

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## Land Tax - Payment Options

**BPAY**

 Biller Code: 5249  
Ref: 73553058

**Telephone & Internet Banking - BPAY®**

Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.

[www.bpay.com.au](http://www.bpay.com.au)

**CARD**

 Ref: 73553058

**Visa or Mastercard**

Pay via our website or phone 13 21 61. A card payment fee applies.

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

# Property Clearance Certificate

## Windfall Gains Tax



MELANIA SERWYLO

**Your Reference:** LD:72322982-016-6.24-7009

**Certificate No:** 73553058

**Issue Date:** 28 MAR 2024

**Land Address:** UNIT 6, 344 MAROONDAH HIGHWAY RINGWOOD VIC 3134

Lot	Plan	Volume	Folio
6	727252	11830	557

**Vendor:** ANDREA FEARNIS

**Purchaser:** NA NA

WGT Property Id	Event ID	Windfall Gains Tax	Deferred Interest	Penalty/Interest	Total
		\$0.00	\$0.00	\$0.00	\$0.00

**Comments:** No windfall gains tax liability identified.

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

**CURRENT WINDFALL GAINS TAX CHARGE:**

**\$0.00**

A handwritten signature in black ink, appearing to read 'Paul Broderick'.

**Paul Broderick**

Commissioner of State Revenue

# Notes to Certificate - Windfall Gains Tax

Certificate No: 73553058

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## Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
  - Windfall gains tax that is due and unpaid, including any penalty tax and interest
  - Windfall gains tax that is deferred, including any accrued deferral interest
  - Windfall gains tax that has been assessed but is not yet due
  - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
  - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

## Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

## Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## Passing on windfall gains tax to a purchaser



8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

## General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
  - The request is within 90 days of the original Certificate's issue date, and
  - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

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## Windfall Gains Tax - Payment Options

<p><b>BPAY</b></p>  <p>Billers Code: 416073 Ref: 73553059</p> <p><b>Telephone &amp; Internet Banking - BPAY®</b></p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p><a href="http://www.bpay.com.au">www.bpay.com.au</a></p>	<p><b>CARD</b></p>  <p>Ref: 73553059</p> <p><b>Visa or Mastercard</b></p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p><a href="http://sro.vic.gov.au/payment-options">sro.vic.gov.au/payment-options</a></p>	<p><b>Important payment information</b></p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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28th March 2024

Melania Serwylo C/- LANDATA  
LANDATA

Dear Melania Serwylo C/- LANDATA,

**RE: Application for Water Information Statement**

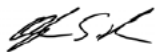
<b>Property Address:</b>	6/344 MAROONDAH HIGHWAY RINGWOOD 3134
<b>Applicant</b>	Melania Serwylo C/- LANDATA LANDATA
<b>Information Statement</b>	30838949
<b>Conveyancing Account Number</b>	7959580000
<b>Your Reference</b>	24-7009

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,



Chris Brace  
GENERAL MANAGER  
RETAIL SERVICES

**Yarra Valley Water Property Information Statement**

Property Address	6/344 MAROONDAH HIGHWAY RINGWOOD 3134
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STATEMENT UNDER SECTION 158 WATER ACT 1989

**THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.



**Melbourne Water Property Information Statement**

Property Address	6/344 MAROONDAH HIGHWAY RINGWOOD 3134
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STATEMENT UNDER SECTION 158 WATER ACT 1989

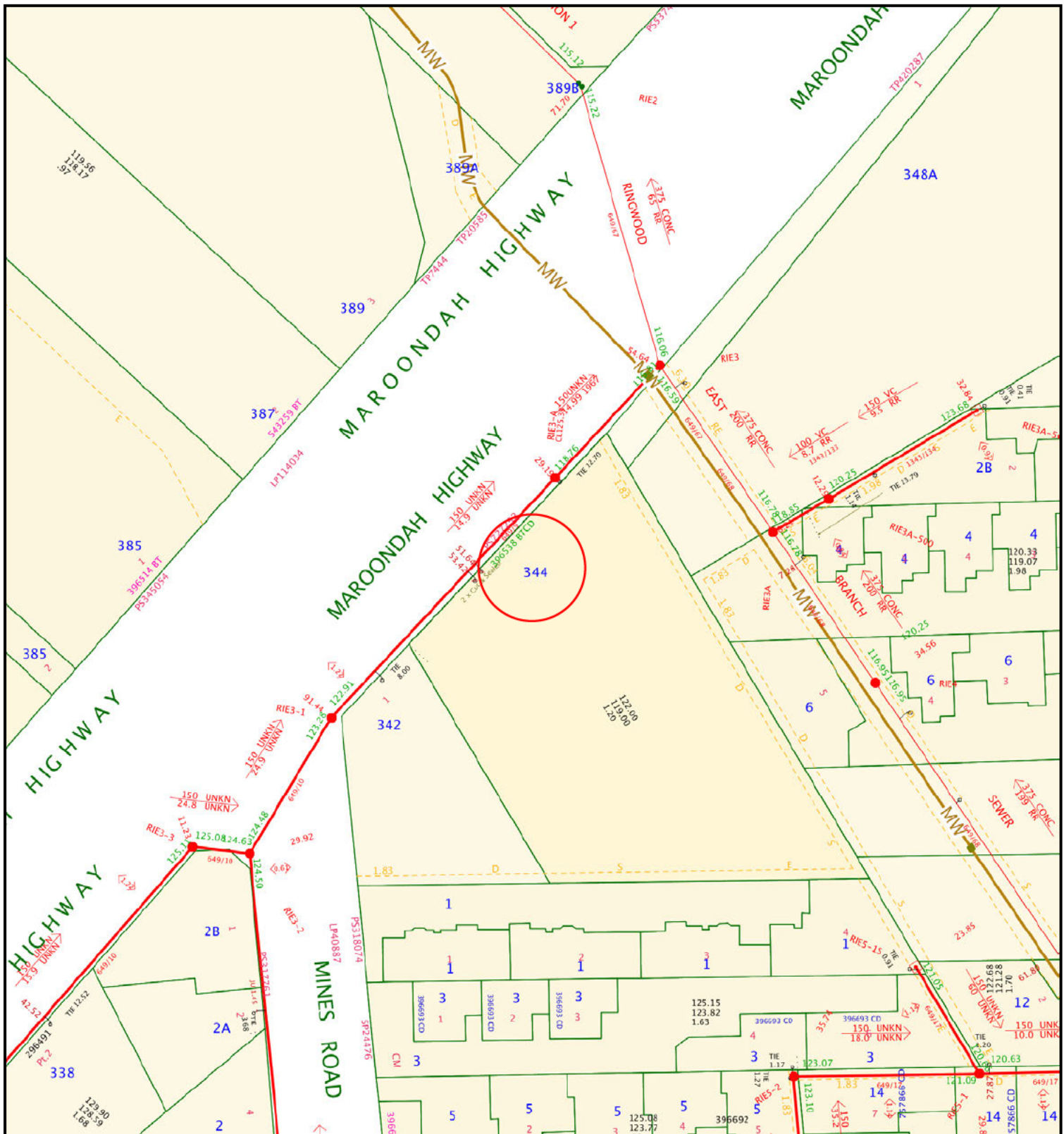
**THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain/open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL123.13 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679 7517

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



**Yarra Valley Water  
Information Statement  
Number: 30838949**

<b>Address</b>	6/344 MAROONDAH HIGHWAY RINGWOOD 3134
<b>Date</b>	28/03/2024
<b>Scale</b>	1:1000



Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title	Sewer Manhole		MW Drainage Underground Centreline	
Easement	Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway	
Abandoned Sewer	Sewer Branch			

**Disclaimer:** This information is supplied on the basis Yarra Valley Water Ltd:  
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;  
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;  
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;

Melania Serwilo C/- LANDATA  
LANDATA  
certificates@landata.vic.gov.au

## RATES CERTIFICATE

**Account No:** 7260639995  
**Rate Certificate No:** 30838949

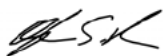
**Date of Issue:** 28/03/2024  
**Your Ref:** 24-7009

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 6/344 MAROONDAH HWY, RINGWOOD VIC 3134	6\PS727252	5095767	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-01-2024 to 31-03-2024	\$20.04	\$17.19
Residential Sewer Service Charge	01-01-2024 to 31-03-2024	\$114.46	\$94.91
Parks Fee *	01-01-2024 to 31-03-2024	\$21.10	\$15.86
Drainage Fee	01-01-2024 to 31-03-2024	\$29.38	\$25.04
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		-\$28.97 cr
	<b>Total for This Property</b>		\$124.03

\* Please note, from 1 July 2023 the Parks fee will be charged quarterly instead of annually.



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- From 1 July 2023, the Parks Fee will be charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2023, Residential Water Usage is billed using the following step pricing system: 249.56 cents per kilolitre for the first 44 kilolitres; 318.98 cents per kilolitre for 44-88 kilolitres and 472.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2023, Residential Water and Sewer Usage is billed using the following step pricing system: 334.38 cents per kilolitre for the first 44 kilolitres; 438.73 cents per kilolitre for 44-88 kilolitres and 509.73 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2023, Residential Recycled Water Usage is billed 188.71 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**Property No:** 5095767

**Address:** UNIT 6/344 MAROONDAH HWY, RINGWOOD VIC 3134

**Water Information Statement Number:** 30838949

## HOW TO PAY



**Bill Code:** 314567  
**Ref:** 72606399952

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Melania Serwylo  
4/1567 Burwood highway  
TECOMA 3160

Client Reference: 24-7009

NO PROPOSALS. As at the 28th March 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 6 344 MAROONDAH HIGHWAY, RINGWOOD 3134  
CITY OF MAROONDAH

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 28th March 2024

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 72322982 - 72322982155149 '24-7009'**

# OWNERS CORPORATION CERTIFICATE



Owners Corporation No  
727252T

Walshe & Whitelock  
ABN 55913 910 280  
701 Sydney Road  
Brunswick VIC 3056  
93841400  
matt@walshewhiteblock.com.au

**Address** 344 Maroondah Highway, RINGWOOD, VIC, 3134  
This certificate is issued for Lot 6 on plan of Subdivision No 727252T  
Postal Address landata.online@servictoria.com.au  
Applicant for the certificate is Landata  
Address for the certificate is 344 Maroondah Highway, RINGWOOD, VIC, 3134  
Lot Address is Lot 6 Unit 6 344 Maroondah Highway, RINGWOOD, VIC, 3134  
Date that the application was received 05/04/2024

The information in this certificate is issued on 05/04/2024 Reference: 1420

### 1. The current annual fees for the lot are:

Owner Corporation Fees \$1978 per annum, payable half yearly, increasing to \$2354.00 per annum payable half yearly as of 15th May, 2024  
Sinking Fund Contribution \$ 290.00 per annum payable half yearly

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

Owner Corporation Fee \$ 898.00 per half yearly paid up to 14/05/2024 plus on account \$ 837.00  
Sinking Fund Contribution \$ 145.00 per half yearly paid up to 14/11/2024

### 3. The total of any unpaid fees or charges for the lot are:

Outstanding

Total Due \$ 0.00

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

Struck	Due \$	Due	Fr Date	To Date	Detail
--------	--------	-----	---------	---------	--------

Total Due \$ 0.00

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

Not to our knowledge at this time, however items of maintenance were addressed at the most recent meeting, minutes attached for your review.  
Future levies may be necessary to be raised if/as resolved.

### 6. Has the owners corporation resolved that the members may arrange their own insurance under section 120 of the Act? If so then provide the date of that resolution:

The Owners Corporation has not resolved that owners may arrange their own insurance as at 05/04/2024

# OWNERS CORPORATION CERTIFICATE



Owners Corporation No  
727252T

Walshe & Whitelock  
ABN 55913 910 280  
701 Sydney Road  
Brunswick VIC 3056  
93841400  
matt@walshewhitelock.com.au

**Address** 344 Maroondah Highway, RINGWOOD, VIC, 3134  
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Reference: 1420

## 7. Insurance Cover by Owners Corporation:

Insurance CHU - AJG Insurance  
Policy Number HU0006106345  
Policy Name Strate Titles & Flats  
Insured Address 344 Maroondah Highway, RINGWOOD, VIC, 3134

Building Cover 15642035.00  
Renewal Date 20/05/2024  
Insurance Premium 23845.51  
Insurance Excess 2000.00  
Legal Liability 20000000.00  
Fidelity 100000.00  
Catastrophe 0.00  
Loss of Rent 2346305.00  
Water Excess 0.00  
Legal Expenses 20000000.00

## 8. The total funds held by the owners corporation:

Financial Position of Owners Corporation Cash at Bank is \$ 33671.37 made up of:

Administration	\$ 5492.55
Sinking Fund	\$ 28178.82

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

There are no liabilities which are not included.

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

There are no lease, licenses or agreements affecting common property apart from the contract of appointment with Walshe & Whitelock for the provision of management services.

## 11. Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details:

There are no agreements to provide services to lot owners, occupiers of the public as at 05/04/2024



# OWNERS CORPORATION CERTIFICATE



Owners Corporation No  
727252T

Walshe & Whitelock  
ABN 55913 910 280  
701 Sydney Road  
Brunswick VIC 3056  
93841400  
matt@walshewhitelock.com.au

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Date that the application was received 05/04/2024

The information in this certificate is issued on 05/04/2024 Reference: 1420

**12. Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied? If so, then provide details:**

There are no notices or orders.

**13. Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, provide details**

The manager is not aware of any legal proceedings as at 05/04/2024

**14. Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details:**

A manager is appointed.

Walshe & Whitelock  
701 Sydney Road  
Brunswick VIC 3056

Attention: Jessica De Fazio Email:jess@walshewhitelock.com.au

**15. Has an administrator been appointed for the owners corporation or has there been a proposal for the appointment of an administrator?**

No Administrator is appointed as at 05/04/2024

**16. Documents required to be attached to the owners corporation certificate are:**

The following documents are attached:  
a) Copy of Model Rules for an Owners Corporation  
b) Last AGM Minutes  
c) Statement Of Advice

**NOTE More Information can be obtained by an inspection of the owners corporation register.**

**OWNERS CORPORATION CERTIFICATE**



**Owners Corporation No**  
**727252T**

Walshe & Whitelock  
ABN 55913 910 280  
701 Sydney Road  
Brunswick VIC 3056  
93841400  
matt@walshewhitelock.com.au

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Date that the application was received 05/04/2024

The information in this certificate is issued on 05/04/2024 Reference: 1420

**NOTE More Information can be obtained by an inspection of the owners corporation register**

**This owners corporation certificate was prepared by:**

Signature

Print Name

Jessica De Fazio

Name of Management Company if relevant

Walshe & Whitelock

as delegate of the owners corporation.

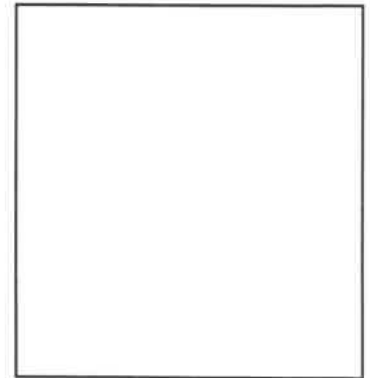
THE COMMON SEAL of OWNERS

CORPORATION NO 727252T

affixed in accordance with section 20 of the

Owners Corporation Act 2006 and in the

Presence of: Jessica De Fazio





Ms Andrea Fearn  
 6/344 Maroodah Highway  
 Ringwood Vic 3134

**Walshe & Whitelock**

ABN 55913 910 280  
 ACN

T: 93841400

e: jess@walshewhitelock.com.au

Manager: Jessica De Fazio

Strata 727252T

Invoice No: 1251669

Invoice Date: 02/04/2024

**Owners Corporation Fee Notice**

Owners Corporation Act 2006 Section 31, Owners Corporations Regulations 2018 and Owners Corporation Rules

Payment is due within 28 days of this notice or by the Due Date specified below. All amounts listed include GST unless otherwise specified

Re: Lot 6 Unit 6 344 Maroondah Highway, RINGWOOD, VIC, 3134						Less	Due		
To: Andrea Fearn	From	To	Charge	GST	Interest	Paid	Amount	Due Date	
<b>New Charges</b>									
Adjustment - Owner Corporation Fee	15/05/2024	14/11/2024	\$279.00	\$0.00	\$0.00	\$0.00	\$279.00	15/05/2024	
Owner Corporation Fee	15/05/2024	14/11/2024	\$898.00	\$0.00	\$0.00	\$756.00	\$142.00	15/05/2024	
<b>Total New Charges</b>							<b>\$421.00</b>		
<b>Total Due</b>							<b>\$421.00</b>		

Interest will be charged on any overdue fees/charges at 10.00% annual interest rate after 30 days

The rate of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (Vic). This rate is subject to change.

**COPY**

**Please Return this Section with your payment.**

Date Printed

02/04/2024

**CASH PAYMENT**

To be presented in person to our office.

**CHEQUE PAYMENT**

If paying by cheque, please make payable and send together with this remittance to  
 Walshe & Whitelock  
 701 Sydney Road Brunswick VIC 3056



**Biller Code:** 419796  
**Ref:** 100273697

**Telephone & Internet Banking - BPAY ®**  
 Contact your bank or financial institution to make this payment  
 from your cheque, savings, debit or transaction account.  
 More info: [www.bpay.com.au](http://www.bpay.com.au)

Re: Lot 6 Unit 6 344 Maroondah Highway, RINGWOOD, VIC, 3134

Code MARO0344/0006

**Total Invoiced: \$421.00**

## Owners Corporations Act 2006 Section 32, Owners Corporations Regulations 2018 and Owners Corporation Rules.

Important information on fees and charges  
This section is part of the fee notice

### Enquiries

If you have enquiries on the fees listed in this notice you can contact the owners corporation on the telephone number or at the address listed on the first page of this form.

### Disputes

The Owners Corporations Act 2006 (the Act), Owners Corporations Regulations 2018 (the Regulations) and the owners corporation rules (the rules) provide a number of options in dealing with disputes regarding owners corporations, managers, lot owners and occupiers. These are:

the owners corporation internal dispute resolution process  
conciliation through Consumer Affairs Victoria  
applications to the Victorian Civil and Administrative Tribunal (VCAT).

#### Internal dispute resolution process

If you believe the manager, a lot owner or occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the owners corporation internal dispute resolution process.

The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

You can lodge a complaint by completing an 'Owners corporation complaint' form (available from the owners corporation).

A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the owners corporation. The meeting must be held within 14 days of all persons being notified of the dispute.

Persons involved in the dispute will be notified of decisions by the owners corporation.

If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

#### Conciliation through Consumer Affairs Victoria

You can contact Consumers Affairs Victoria regarding disputes. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or visit the Consumer Affairs Victoria website [www.consumer.vic.gov.au/contact](http://www.consumer.vic.gov.au/contact) ([consumer.vic.gov.au/contact](http://consumer.vic.gov.au/contact)).

#### Applications to the Victorian Civil and Administrative Tribunal (VCAT)

For all disputes that affect the owners corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call 1300 01 8228 (1300 01 VCAT) or visit the Victorian Civil and Administrative Tribunal website [www.vcat.vic.gov.au](http://www.vcat.vic.gov.au) ([vcat.vic.gov.au](http://vcat.vic.gov.au)). Calling this number costs the same as a local call. Additional charges may apply if you call from overseas, on a mobile or payphone.

## Schedule 2—Model rules for an owners corporation

Regulation 11

### 1 Health, safety and security

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

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

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

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

#### 1.3 Waste disposal

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

#### 1.4 Smoke penetration

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

#### 1.5 Fire safety information

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

### 2 Committees and sub-committees

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

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

### 3 Management and administration

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

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

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

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

- (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.

Sch. 2  
rule 5.2(3)  
inserted by  
S.R. No.  
147/2021  
~~89.15(2)~~  
rule 5.2(4)  
inserted by  
S.R. No.  
147/2021  
reg. 15(2).

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

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

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

## **6 Behaviour of persons**

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

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

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

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

## **7 Dispute resolution**

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



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

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

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

Regulation 17

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

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

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

### **How are decisions made by an owners corporation?**

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

### **Owners corporation rules**

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

### **Lot entitlement and lot liability**

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

### **Further information**

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

### **Management of an owners corporation**

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

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.**

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WALSHE & WHITELOCK  
ESTABLISHED 1889

*our history gives you an edge in real estate*

**Annual General Meeting  
20<sup>th</sup> February, 2024**

**344 Maroondah Highway  
Ringwood, 3134**

**OCSP: 727252T**



**COPY**

**Appointment Of Chairman**  
**Confirmation Of Attendance & Quorum (if reached)**  
*Present, Apologies, Proxies & Quorum*  
**Confirmation of Members Financial Status**

**Present:** D Cutting Lot 3  
K M Kroussos Lot 10  
A Westaway Lot 12  
J De Fazio from Walshe & Whitelock Pty Ltd was also in attendance.

**Proxy Votes:** P Piney Lot 16  
To J Franceschini

**Apology:** S Raftellis Lot 2  
J Franceschini Lot 27

**Chairperson:** J De Fazio

**Welcome:** The meeting commenced at 09.00am on 20<sup>th</sup> February, 2024 Via Zoom Video Conferencing

**Quorum:** Quorum for a general meeting - Section 77 (Owners Corporation Act 2006)  
A quorum for a general meeting is at least 50% of the total votes or if 50% of the total votes are not available the quorum is at least 50% of the total lot entitlement.

With only 6 of the thirty lots represented no quorum was reached. As a result, all resolutions formed are interim resolutions of the Owners Corporation in accordance with section 78, 1A of the Owners Corporation Act 2006 and will only become resolutions of the Owners Corporation after the 19<sup>th</sup> March, 2024

**S. 78(1C) inserted by No. 4/2021 s. 39.**

- (4) Interim resolutions become resolutions of the owners corporation—
- (a) subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; or
  - (b) if notice of a special general meeting is given within that 29 day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
  - (c) if notice of a special general meeting is given within that 29 day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

**Note**

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

- (5) An interim resolution cannot be made under this section in respect of a matter requiring a unanimous resolution or a special resolution.

**Financial Status:**

Walshe & Whitelock confirmed that lots 1 and 13 are currently un financial and therefore not entitled to vote on any matters raised for ordinary resolution. It is noted lot 14 has made payment with funds pending receipt at this time.

It is further noted lot 1 has .95 outstanding. This is a confirmed Bpay transaction fee, will be applied to the next levy notice issued and for the purpose of this meeting the owner is considered financial.

### **Election Of A Chairperson Of The Owners Corporation or (if applicable) Election Of Committee (including Chairperson and Secretary)**

As per Part 5, Section 100 of the Owners Corporation Act 2006 THE Owners Corporation must elect a Committee.

It was RESOLVED that the following members be elected as members of the Owners Corporation Committee.

D Cutting	Lot 3
A Westaway	Lot 12
P Piney	Lot 16
J Franceschini	Lot 27

As per Part 5, Section 105 of the Owners Corporation Act 2006 the Owners Corporation must elect a Chairperson of the Owners Corporation Committee.

It was RESOLVED that J Franceschini be elected as the Chairperson of the Owners Corporation Committee

As per Part 5, Section 107 of the Owners Corporation Act 2006 the Owners Corporation must elect a Secretary Of the Owners Corporation Committee.

It was RESOLVED that J De Fazio be elected as the Secretary of the Owners Corporation.

### **Review & Adoption Of The Minutes Of The Last Annual General Meeting**

Minutes of the Annual General Meeting held on the 1<sup>st</sup> December, 2022 were previously circulated to members.

There was review of resolutions at the last meeting and with no amendments required or further business or discussion therefore it was RESOLVED that the Minutes be received as a true and correct record.

### **Review Of Any Outstanding Matters From The Last Annual General Meeting**

The manager did confirm that all matters raised and resolved at the Annual General Meeting held on the 1<sup>st</sup> December, 2022 have been addressed with some items raised for further review, see below.

### **Managers' Report**

#### **Manager's Activities Report**

In accordance with Section 126 of the Owners Corporations Act 2006 Walshe & Whitelock submitted "Managers Activities Report" at the Annual General Meeting.

Collection of Fees  
Prepare Budget & Financial Statements  
Arrange Insurance and Insurance Claims  
Arrange Insurance quotations for renewal  
Payment of Insurance Premiums as per Standing Direction  
Garden and Cleaning Maintenance (when required)  
Arrange necessary repairs, maintenance and replacements  
Attend to telephone calls from members, residents, agents and solicitors  
Prepare Owners Corporation Certificates upon request  
Attend to correspondence  
Liaise with Legal Representative pertaining to Debt Recovery Process (if required)

#### **Manager's Professional Indemnity Insurance Details**

- Name of Insurer: CGU Insurance Limited
- Name of Policy Holder: Walshe & Whitelock Pty Ltd
- Policy Number: QUA202101-0041 -2
- Policy Expires: 06.04.2024

## Consideration Of Financial Matters

### **Financial Statements**

Manager advised that members were sent a copy of the financial statement with the Notice of Meeting.

### **Administration Fund**

Manager advised that the cash at bank balance as at 14<sup>th</sup> November 2023 is the sum of \$6787.30

### **Sinking Fund**

Manager advised that the cash at bank balance as at 14<sup>th</sup> November 2023 is the sum of \$17,808.77

### **Proposed Budget and Fees**

Members were provided with a copy of the Proposed Budget for period 15.11.2023 to 14.11.2024 with the Notice of Meeting. Budget Total - \$72,932.43  
An increase for 2023 was proposed.

It was RESOLVED that in accordance with Part 3 Division 1, Section 23 of the Owners Corporation Act 2006, the budget total of \$72,932.43 be **accepted** and that contributions be determined as per the fee schedule as at the 15<sup>th</sup> May 2024.

Fees are payable ½ yearly be levied at this level of contribution until any alternate resolution as made at future annual or special general meetings.

### **Actual Cash Balanced**

The actual cash balance as at 14<sup>th</sup> November 2023 identified a deficit in the administration fund of \$16,735.75

It is recommended that a deficit levy be raised to cover a part of this deficit, particularly if the proposed increase in fees is not accepted.

It was RESOLVED that no additional deficit levies are to be raised at this time with a further review is to be completed at the next Annual General Meeting.

### **Sinking Fund Contribution**

The manager raised a discussion in relation to the sinking/maintenance fund that has been established to raise funds over time (payable in addition to the annual administration contribution) that is held separately and used to contribute to larger maintenance items on the common property.

It was RESOLVED by members that contribution to this sinking/maintenance fund should continue at an annual payment of \$9000.00 in total that is to be raised on a ½ yearly basis.

## **Interest, Debt & Cost Recovery**

### **Charging of Interest**

Section 29 of the Owners Corporations Act 2006 states the following;

1. An owners corporation may charge interest on any amount payable by a lot owner to the owners corporation that is still outstanding after the due date for payment.
2. The rate of interest charged must not exceed the maximum rate of interest payable under the Penalty Interest Rates Act 1983.
3. The owners corporation may waive the payment of interest in a particular case.

It was RESOLVED that penalty interest will be charged after **30 days** from the due date at the maximum rate allowable if any fees or amounts payable to the owner's corporation remain outstanding after the due date. Any fees and charges incurred by the Owners Corporation to collect any past due amount payable will be charged to the Owners account and will be payable upon demand.

### **Debt Recovery**

It was RESOLVED that the manager, on behalf of the Owners Corporation take all steps necessary for recovery of outstanding fees levies and charges due by any member to the Owners Corporation including commencing proceedings in VCAT either directly or via legal representation.

The Manager of the Owners Corporation and/or the committee shall have the power pursuant to this resolution to appoint a lawyer to act on its behalf in relation to any necessary debt recovery action taken.

### **Cost Recovery**

It was RESOLVED that all costs and expenses arising out of any breach by a lot owner, or an occupier of a lot, of an obligation imposed on that person under the Act the Regulations or these Rules, incurred by the Owners Corporation, including any costs and charges payable by the Owners Corporation to the manager or otherwise ( but excluding the personal time cost of any person acting in an honorary capacity including the chairperson, secretary or committee member of the owners corporation) shall be payable by any member in default or breach. The costs charges and expenses shall be due and payable as a debt due by the person in default or breach to the Owners Corporation.

## **Insurance Policy Held & Valuation Report (if required)**

### **Insurance:**

The manager confirmed that the current insurance policy is underwritten by Longitude Insurance, the broker being Arthur J Gallagher.

Building Sum Insured:	\$15,642,035.00
Public Liability:	\$20,000,000.00
Premium Paid:	\$23,845.51
Due Date:	20.05.2024

The manager notes that in accordance with Part 3, Division 6, Section 65 of the Owners Corporation Act 2006 (due to most recent amendments) that this Owners Corporation (tier 2) is required to obtain an insurance valuation every 5 years or earlier.

It is noted that this was last completed in 2023 and is to be completed again in 2028 to ensure compliance.

### **Duty Of Disclosure**

Members are reminded of their duty of disclosure to the insurer. If there is anything else relevant to your insurance please ensure to provide the insurer with information as soon as possible.

### **Insurance Claim & Excess**

The Owners Corporation is responsible for the payment of any excess where claims are made for issues on common property and/or where the common property is the source of the issue.

Lot owners are responsible for the payment of any excess where claims are made for issues to their own lot or in the event where damage is sustained from another lot, then the owner of the lot where the source of the issue was confirmed is responsible

### **Personal Belongings/Contents**

Members are advised that the Strata Insurance Policy does not extend to cover personal items within the Lot boundary. Personal items include carpet, light fittings, curtains, blinds, & appliances. It is suggested that members arrange for contents insurance to include public liability cover for the area inside their respective Lot and car space.

Members can contact the insurance company to obtain information and advice on Landlords insurance and other products available

### **Standing Direction**

Members were advised that in order for Walshe & Whitelock Pty Ltd to automatically renew the insurance policies applicable to the property a "Standing Direction" is to be given to Walshe & Whitelock Pty Ltd. The insurance policy will be renewed at either the "suggested" or "current" rate of cover as indicated on the renewal notice by the insurer, as per the Insurance Valuation Report, or as instructed by a majority of owners.

### **The direction is:**

It was RESOLVED that Walshe & Whitelock automatically renew the insurance policy and increase the limits of cover for the insurance according to suggestions made by the insurer. Walshe & Whitelock noted that the insurer suggest new levels of cover on renewal using date based on the Building Price Index, Consumer Price Index and other independent sources. Also if the manager is unable to pay the full insurance premium because of insufficient funds then a levy is to be raised.

*It was requested by members that copies of the following be recirculated.*

- 1. Copy of insurance quotes received,*
- 2. Copy of response to queries revised about cover.*
- 3. Brokers contact information so that owners can reach out to raise further queries directly anytime.*
- 4. Copy of valuation report.*



### **Dispute Resolution – Formal Complaints**

Pursuant to Part 10 Division 1, Section 159 of the Owners Corporation Act, 2006, the Owners Corporation is required to report to the Annual General Meeting on these matters.

It is noted that during the year, no written complaints were lodged.

### **Essential Safety Measures**

In accordance with Part 12 of the Building Regulations 2006 and subsequent amendments the Owners Corporation is required to maintain its essential safety measures including safety fittings, equipment and other features outlined in details in the Building Certificate of Occupancy and that the Owners Corporation is obliged to provide an Annual Essential Safety Measures Report/Audit.

It was RESOLVED that the Owners Corporation will continue to engage Alexon to conduct the Annual Essential Safety Measures Audit Report for the complex along with site visits, assessments and testing over the year as required.

### **Occupational Health & Safety**

As required under The Work Health & Safety Act 2011 an Occupational Health & Safety Report is required. The manager does recommend that the report be updated by a suitable contractor every 5 years. The last report received in 2019.

No discussion was held in relation to this report at this time.

### **General Business & Maintenance Items**

#### **Bike Storage**

Following conversation held at the last meeting members were asked to review the location of the bike storage panels and determine if they could be better used if placed in an alternate position.

It was RESOLVED by members that no action be taken at this time in relation to any bike storage on site.

#### **Common Area Maintenance**

Members were asked to review current service for common areas and confirm if any changes are to be made taking into consideration quote provided by J Franchesini (copy attached).

It was RESOLVED by members that the quote provided by Neet Garden Care be accepted, with the change of appointed caretaker to be completed as soon as possible.

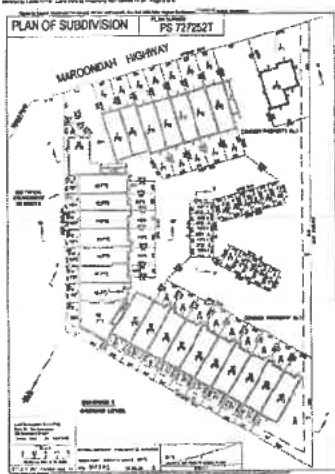
It was noted that the manager will speak with the contractor to confirm that included in the scope of works is replacement of any blown light globes and maintenance/cleaning out the bin area upon each visit. Any changes that this causes to the quote will be confirmed with the committee elected.

The manager is also to seek that the caretaker ensure that the pathway near the pedestrian gate is cleared each visit as this is an area that attracts loose mulch, leaf litter and debris. In addition to this maintenance to the garden beds alongside the driveway entrance are to be managed each visit noting that in the past they have not been well maintained.

## Front Gardens

Conversation was held in relation to the garden beds facing Maroondah Highway.

In accordance with the plan, as per image below, these garden areas are on private property and are not part of the common area. As such, they are to be maintained by the occupant and not the Owners Corporation.



However, issues have been raised in respect to the level of maintenance that is being undertaken to some of those gardens, and in addition, some members have raised concern due to the differences between the style of gardens. Not having a uniformed front landscape along with a steady maintenance schedule is considered to present as an eyesore for the property in terms of the front facade overall and a discussion was held to consider how best to manage this moving forward.

It was RESOLVED that

- All owners should note that no changes are permitted to be undertaken that change the outward appearance of the premises, and that does include the landscape (In accordance with the Model Rules) Any requests for change should be submitted to the committee for further consideration and approval, and this must be done prior to the completion of any works.
- The Owners Corporation Manager will communicate with the new caretaker to obtain a quote for these gardens to be maintained monthly. Once in hand, the quote will be sent to the Owners Corporation members with a ballot to enable a resolution to determine if the Owners Corporation is prepared to cover the cost of maintaining these areas.
  - o If so, this will be undertaken for a period of 12 months at which point there will be a review.
  - o If the Owners Corporation does not resolve to undertake this maintenance and cover the cost, then the Manager will send a copy of the quote to each of those individual owners seeking that they consider direct payment to the caretaker to see this maintenance completed once a month to ensure that the property is presented in a neat and tidy manner at all times.

The outcome to this matter will be communicated to Owners and if required the matter will be referred to the Owners Corporation Committee for further consideration and resolution.

### **Common Areas – Shades & BBQ**

D Cutting raised a conversation in relation to use of the common property and sought that the Owners Corporation consider implementation of additional shading and placement of a communal barbecue to be used by the residents.

It was noted that there are some issues in respect to this proposal and as such a RESOLUTION was passed that no changes be made at this time. However, it was noted that this may be something that the committee consider ongoing with further action to be taken, depending on additional resolutions that are passed.

### **Broken Glass**

It was noted that there is a broken window (either lot 17 or 18) that is a danger to occupants or visitors passing by.

A Westaway will confirm which lot this issue relates to and the manager will refer the matter to the owner/agent so that it can be immediately addressed.

### **Balcony**

D Cutting confirmed that she is having an ongoing issue with water ingress from her balcony into her car space below. In review of the plan, the manager confirmed that this is private property and any maintenance regarding drainage or waterproofing to the balcony is something that the owner would have to address directly and at her cost.

It was noted that the manager will present the owner with a referral to a tradesman to help and assist her in undertaking any necessary work.

### **Roofing**

A general conversation was held in relation to the roof with some members noting that the sinking fund had been established to assist in replacement of the roof. The manager confirmed that to her knowledge there has never been a discussion regarding the condition of the tiled roof, nor any plans made to see this replaced. It is also noted that water ingress issues have been reported at this time.

It was RESOLVED that no immediate action is to be taken. However, there may be further consideration and a review to an assessment being completed in relation to the condition of the roof of the next Annual General Meeting.

### **Next Annual General Meeting**

It was RESOLVED that the next annual general meeting is to be held via Zoom Video Conferencing on a date and time to be confirmed in advance with the Owners Corporation Committee.

### **Closure Of Meeting**

There being no other business, the manager thanked all participants, and the meeting was closed.