

Estate Agent:
Langwell Harper
416 High Street, Kew VIC 3101
03 9276 5900

CONTRACT OF SALE

Vendor: Earl James Rowland

Property: 708/70 Queens Road, Melbourne VIC 3004



VENDORS REPRESENTATIVE

Jeannette Ernst – Conveyancing Professionals
Greater Geelong, Bellarine and Melbourne

Greater Geelong and Bellarine T: (03) 5222 3230
Melbourne T: (03) 9500 0299

Email: info@conveyancinggeelong.com.au

Ref: 23/4642

CONTRACT OF SALE OF REAL ESTATE

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

Property Address: 708/70 Queens Road, Melbourne VIC 3004

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract. The terms of this contract are contained in the: Particulars of sale; Special conditions, if any; and General conditions - in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing:

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

must be noted beneath the signature.

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

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

Print name of person signing:

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

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

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

Print name of person signing.....

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

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

IMPORTANT NOTICE TO PURCHASERS

Cooling-off period Sale of Land Act 1962

Section 31

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY 'OFF THE PLAN'

Off-the-Plan Sales

Section 9AA(1A)

Sale of Land Act 1962

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

PARTICULARS OF SALE**VENDOR'S ESTATE AGENT**

Langwell Harper
 416 High Street, Kew VIC 3101
 03 9276 5900
 info@langwellharper.com.au

VENDOR

Earl James Rowland

VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER**Jeannette Ernst - Conveyancing Professional**

of 10 Ormond Road East Geelong 3219
 Branch Office: 15 Hancock Street Drysdale

Tel: 03 5222 3230

Fax: 03 5234 4855

Ref: 23/4642

Email: info@conveyancinggeelong.com.au

PEXA Subscriber – Conveyancing Professionals Pty Ltd ABN 69644424368

PURCHASER**PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER**

of

Tel:

Fax:

Ref:

Email:

LAND (general conditions 3 & 9)

The Land is:-

Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 11391 Folio 684	708	PS638800J

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the Section 32 Statement if no title or plan references are recorded in the table above or if the land is general law land.

The Land includes all improvements and fixtures.

PROPERTY ADDRESS

The address of the land is:

708/70 Queens Road, Melbourne VIC 3004

GOODS SOLD WITH THE LAND

(general condition 2.3(f))

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

PAYMENT (general condition 11)

Price

\$

Deposit

\$

by

(of which \$

has been paid)

Balance

\$

payable at settlement

GST (general condition 13)

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

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

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

Not Applicable

SETTLEMENT (general condition 10)

Is due on

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

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

LEASE (general condition 1.1)

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

in which case refer to general condition 1.1.

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

SUBJECT TO LEASE

Periodic residential tenancy agreement determinable by notice

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box, and refer to general condition 23 and add any further provisions by way of special conditions:

Not Applicable

LOAN (general condition 14) –

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

Lender:

Loan amount:

Approval date:

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

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

SPECIAL CONDITIONS

1. Building and Pest Inspections

☐ **Special Condition – Pest Inspection (Only applies if box is ticked)**

This sale is subject to the Purchaser obtaining a Pest Inspection Report from a Licensed Pest Control Operator within seven days of the Purchaser signing this Contract of Sale. If the report shows any live termite or borer infestation at the Dwelling at the Property the Purchaser may end this contract but only if the Purchaser serves written notice on the Vendor together with a copy of the report within seven days of the Purchaser signing this Contract. All monies must be immediately refunded to the Purchaser if the contract is ended.

☐ **Special Conditional- Building Inspection (Only applies if box is ticked)**

This sale is subject to the Purchaser obtaining a Building Report from a suitably qualified and licensed Building Inspector within seven days of the Purchaser signing this Contract of Sale. If the report shows a major structural defect the Purchaser may end this Contract but only if the Purchaser serves written notice on the Vendor together with a copy of the report within seven days of the Purchaser signing this Contract. All monies must be immediately refunded to the Purchaser if the Contract is ended.

2. Whole Agreement

The Purchaser acknowledges that no information, representation, comment, opinion or warranty by the Vendor or the Vendor's Agent was supplied or made with the intention or knowledge that it would be relied upon by the Purchaser and no information, representation, comment, opinion or warranty has in fact been so relied upon and that there are no conditions, warranties or other terms affecting this sale other than those embodied in this Contract.

That the Purchaser has made investigations and asked all questions in relation to any concerns regarding Material Facts regarding the Property prior to signing this Contract of Sale.

The Vendor and Purchaser acknowledge that the Special Conditions take priority over the General Conditions in this Contract of Sale.

3. Representation and Warranty as to Building and Improvements (if applicable)

(a) The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof. That the Purchaser has made a physical inspection of the property and made its own investigations regarding the improvements including the materials constructed at the Property.

(b) The Purchaser confirms he has made enquiries with the Vendor or the Vendor's Agent as to any Material Facts in relation to the Property before signing this Contract of Sale.

4. Planning

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

5. Director's Guarantee and Warranty

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Articles of Association of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto.

6. Foreign Acquisition

The Purchaser warrants that in the event that he or she is a person as defined by the Foreign Acquisitions & Takeovers Act all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

7. Foreign resident capital gains withholding

- 7.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.
- 7.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 7.3 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value of \$750,000 or more just after the transaction, and the transaction is not excluded under section 14-215(1)(a) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- 7.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 7.5 The purchaser must:
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and
 - (b) ensure that the representative does so.
- 7.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance with, this special condition.
 despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 7.7 The representative is taken to have complied with the obligations in special condition 6.6 if:
 - (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 7.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 7.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 of *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 7.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

8. Electronic Conveyancing Special Condition

Settlement and lodgement will be conducted electronically in accordance with the *Electronic Conveyancing National Law* and special condition 8 applies, if the box is marked "EC"

EC

- 8.1 This special condition has priority over any other provision to the extent of any inconsistency. This Special Condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the *Electronic Conveyancing National Law*.

- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 8.3 Each party must:
- (a) Be, or engage a representative who is, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (b) Ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the *Electronic Conveyancing National Law*
 - (c) Conduct the transaction in accordance with the *Electronic Conveyancing National Law*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5
- (a) The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
 - (b) Notwithstanding anything else hereinbefore contained, the Purchaser shall pay the Vendor's legal representative [and Mortgagee's where applicable] proper costs occasioned by the failure to settle at the agreed time where such failure is caused by the Purchaser, his Solicitor, Conveyancer or Mortgagee and where settlement is required to be re-scheduled and is effected at a different time than that previously arranged. These costs shall be payable even though the Purchaser shall not be deemed to be in default under the Contract of Sale.
- 8.6 Settlement occurs when the workspace records that:
- (a) The exchange of funds or value between financial institutions in accordance with the instruction of the parties has occurred: or
 - (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible – if, after locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00pm, or 6.00pm if the nominated time for settlement is after 4.00pm.
- 8.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 8.9 The vendor must before settlement:
- (a) deliver any keys, security devices and codes ("keys") to the estate agent names in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the Electronic Network Operator,
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

9. Amendment to General Conditions

- 9.1 General condition 12.4 is added:

Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27 (1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

- 9.2 Upon execution of the Contract it is acknowledged that General Conditions 24.4, 24.5 & 24.6 do not apply to this Contract.

- 9.3 General Condition 14.2(c) is deleted and replaced with 'serves written notice ending the contract on the vendor or vendors representative by 5pm on the approval date or any later date allowed by the vendor along with a letter from a lender that confirms that the loan application has been declined'.
- 9.4 General Condition 9 is deleted.

10. GST Withholding at Settlement

- 10.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 10.2 This Special Condition applies if the purchaser is required to pay the Commissioner an *amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises* or *potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.
- 10.3 The amount is to be deducted from the vendor's entitlement to the contract *consideration* and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 10.4 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and
 - ensure that the representative does so.
- 10.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this special condition; despite:
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 10.6 The representative is taken to have complied with the requirements of special condition 9A.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 10.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic settlement system described in special condition 10.6. However, if the purchaser gives the bank cheque in accordance with this special condition, the vendor must:
 - (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

- 10.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255

of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

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

10.10 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 10.10 ; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

10.12 This special condition will not merge on settlement.

11. Electronic Signature

11.1 In this Special Condition 'electronic signature' means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this Contract.

11.2 The parties consent to this Contract being signed by or on behalf of party by an electronic signature and the parties warrant and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

11.3 Each party consents to the exchange of counterparts of this Contract by delivery by email to each parties representative.

12. Swimming Pool (if Applicable)

12.1 If the Land includes a swimming pool, spa or pond ("Pool"), the Purchaser acknowledges and agrees that:

(a) the Purchaser, as the new owner of the Property, has made its own enquiries regarding the obligations with respect to the Pool and any existing or required safety barriers located at the Property;

(b) From settlement the Purchaser will be responsible to comply with the Building Act 1993(Vic) and its Regulations (including any amendments to the Building Act 1993) in relation to a Pool and the required safety barriers;

(c) the Purchaser shall not make any claim against the Vendor in relation to the Pool or any existing or required safety barriers;

(d) The Purchaser shall indemnify the Vendor against at costs associated with the Pool including any existing safety barriers; and

(e) Neither the Vendor nor the Vendor's Estate Agent has made any representations or warranties in relation to the Pool or any safety barriers.

13. Solar Panels (if Applicable)

13.1 If there are any solar panels on the Land, the Purchaser acknowledges and agrees that:

- (a) whether or not any benefits currently provided to the Vendor by Agreement with the current energy service provider (including feed in tariffs) pass to the Purchaser on the sale of the Land is a matter for enquiry and confirmation by the Purchaser, and the Vendor makes no warranty or representation in this regard;
- (b) the Purchaser will make his own negotiations with the current energy supplier or an energy supplier of the Purchaser's choice with regard to a feed in tariffs for any electricity generated or any benefit provided by the solar panels;
- (c) neither the Vendor nor the Vendor's Estate Agent have made any representations or warranties with respect to the solar panels or their state of repair or purpose which they were installed.

14. Existing Lease

14.1 If this property is affected by a lease or this Contract of Sale is Subject to a Lease, the Vendor does not warrant that the lease will be in force at Settlement. The Purchaser is not entitled to any compensation from the Vendor and the Vendor will not be in breach of this Contract if the property is vacant on the settlement date.

15. Adjustments

15.1 The Purchaser(s) and/or their representative will prepare and deliver the Statement of Adjustments to the Vendors Representative at least 7 clear days before Settlement, along with supporting certificates from the relevant authorities. Supporting certificates must be dated within 30 days of Settlement Date.

16. Land Tax

16.1 Notwithstanding any other Special Condition or General Condition, if the Contract Price is under the 'Threshold Amount' as prescribed in Section 10I of the Sale of Land Act, then Land Tax will not be adjusted or apportioned at Settlement and will remain the responsibility of the Vendor in accordance with the Section 10G of the Sale of Land Act.

17. Default Interest, Delayed Settlement or Earlier Settlement

17.1 General condition 26 is replaced with the following:

If the Purchaser defaults in payment of any money due under this Contract of Sale then interest at the rate of four per cent (4%) per annum plus the rate for the time being as fixed by section 2 of the *Penalty Interest Rates Act 1983* is payable at settlement by the Purchaser to the vendor on any money owing under this Contract of Sale during the period of default without the necessity for a demand and without affecting any other rights or remedies of the vendor.

17.2 The Purchaser acknowledges that in the event that the Purchaser fails to fulfil his or her obligations pertaining to the settlement of the property by the Due Date under this Contract of Sale, all rates, charges and levies in the Statement of Adjustments are to be adjusted from the original Due Date, and not from the new settlement date caused by reason of the delay.

18. Vendor's Losses and Expenses

18.1 The Vendor gives notice to the Purchaser and the Purchaser hereby acknowledges that in the event that the Purchaser fails to fulfil his or her obligations pertaining to the settlement of the property by the Due Date under this Contract of Sale, the Vendor will or may suffer the following losses and expenses which the Purchaser would be required to pay, in addition to the interest chargeable on the balance of the purchase price in accordance with the terms of this Contract:

- a. Penalties and/or interest payable on any loan secured on the property from the Due Date until settlement actually takes place;
- b. Costs of obtaining bridging finance to complete the Vendor's purchase of another property, plus any interest charged on such bridging finance;
- c. Penalties payable by the Vendor through any delay in completion of the Vendor's purchase of another property

- d. Reasonable costs of storage of goods and chattels incurred by the Vendor.
- e. Additional legal and conveyancing costs reasonably incurred by the Vendor

CONTRACT OF SALE OF REAL ESTATE—GENERAL CONDITIONS

TITLE

1. Encumbrances

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the Section 32 Statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this General Condition "Section 32 Statement" means a Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

- 2.1 The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.
- 2.2 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 2.3 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in the Section 32 Statement required to be given by a vendor under Section 32 of the **Sale of Land Act 1962** in accordance with Division 2 of Part II of that Act.
- 2.5 If sections 137B and 137C of the **Building Act 1993** apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the **Building Act 1993** and regulations made under the **Building Act 1993**.
- 2.6 Words and phrases used in general condition 2.5 which are defined in the **Building Act 1993** have the same meaning in general condition 2.5.

3. Identity of the land

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or, measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

4. Services

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. Consents

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

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. Preparation and delivery of the document can be either in paper form or electronic format via an Electronic Lodgment Network Operator

7. Duties Online Settlement Statement

The vendor will initiate the preparation of a Duties Online Settlement Statement (DOLSS) as soon as practicable after the Contract Date and will provide the purchaser with online access to that document at least 10 days before settlement. The purchaser will sign the DOLSS no later than 7 days prior to settlement.

8. Release of Security Interest

- 8.1 This general condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 8.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 8.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 8.3 If the purchaser is given the details of the vendor's date of birth under condition 8.2, the purchaser must –
 - (a) Only use the vendor's date of birth for the purposes specified in condition 8.2; and
 - (b) Keep the date of birth of the vendor secure and confidential.
- 8.4 The vendor must ensure that at or before settlement, the purchaser receives –
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 8.5 Subject to general condition 8.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
 - (a) that -
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 8.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 8.5 if –
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 8.7 A release for the purposes of general condition 8.4(a) must be in writing.
- 8.8 A release for the purposes of general condition 8.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 8.9 If the purchaser receives a release under general condition 8.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 8.10 In addition to ensuring that a release is received under general condition 8.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 8.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Properties Security Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 8.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 8.11.
- 8.13 If settlement is delayed under general condition 8.12 the purchaser must pay the vendor –
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay -

as though the purchaser was in default.

8.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 8.14 applies despite general condition 8.1.

8.15 Words and phrases which are defined in the **Personal Property Securities Act 2009 (Cth)** have the same meaning in general condition 8 unless the context requires otherwise.

9. Builder warranty insurance

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

10. Settlement

10.1 At settlement:

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

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 The purchaser must pay the deposit:

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

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

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

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

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

11.4 At settlement, payments may be made or tendered:

- (a) up to \$1,000 in cash; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronically transferring the payment in the form of cleared funds.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment; and
- (e) any financial fees or deductions from the funds transferred, other than any fees charged by the recipient's authorized deposit-taking institution, must be paid by the remitter.

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

11.6 The purchaser must pay the fees on up to three bank cheques drawn on an authorized deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorized deposit-taking institution the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:

- (a) the vendor provides particulars, to the reasonable satisfaction of the purchaser, that either—
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
- (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
- (c) all conditions of S27 of the **Sale of Land Act 1962 ("the Act")** have been satisfied.

12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

12.4 Where the purchaser is deemed by Section 27(7) of the Sale of Land Act 1962 to have given the deposit release authorization referred to in Section 27(1) of the Act, the purchaser is also deemed to have accepted title in the absence of any prior objection to title.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'.

However, the purchaser must pay to the vendor any GST payable by the vendor:

- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on and the supply does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is a going concern and the supply does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land on which a farming business is carried on:
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means **A New Tax System (Goods and Services Tax) Act 1999 (Cth)**; and
 - (b) 'GST' includes penalties and interest.

14. Loan

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

15. Adjustments

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

TRANSACTIONAL

16. Time

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. Service

- 17.1 Any document sent by –
- (a) express post is taken to have been served on the next business day after posting, unless proven otherwise;
 - (b) registered post is taken to have been served on the fourth business day after posting, unless proven otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proven otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal

practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorized for service on or by a legal practitioner.
- (d) by email

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

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

19. Liability of signatory

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

20. Guarantee

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

21. Notices

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

22. Inspection

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

23. Terms contract

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

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

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

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

24. Loss or damage before settlement

24.1 The vendor carries the risk of loss or damage to the property until settlement.

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by

general condition 24.2, but may claim compensation from the vendor after settlement.

- 24.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.
- 24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. Breach

- 25.1 A party who breaches this contract must pay to the other party on demand:
 - (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
 - (b) any interest due under this contract as a result of the breach.

DEFAULT

26. Interest

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

27. Default notice

- 27.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 27.2 The default notice must:
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given—
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. Default not remedied

- 28.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 28.2 The contract immediately ends if:
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 28.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 28.4 If the contract ends by a default notice given by the vendor:
 - (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
 - (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.
- 28.5 The ending of the contract does not affect the rights of the offended party as a consequence of the default.

GUARANTEE and INDEMNITY

I/We,..... of

and of

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

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

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

this day of 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)

in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)

in the presence of:) Director (Sign)
)
Witness.....)

SECTION 32 STATEMENT

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

Vendor: Earl James Rowland

Property: 708/70 Queens Road, Melbourne VIC 3004



VENDORS REPRESENTATIVE

Jeannette Ernst – Conveyancing Professionals
Greater Geelong, Bellarine and Melbourne

Greater Geelong and Bellarine T: (03) 5222 3230
Melbourne T: (03) 9500 0299

Email: info@conveyancinggeelong.com.au

Ref: 23/4642

SECTION 32 STATEMENT
Earl James Rowland
708/70 Queens Road, Melbourne VIC 3004

32A FINANCIAL MATTERS

- (a) Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is as follows:

- As contained in the attached Certificates or Rate Notices

Provider

City of Melbourne

South East Water

State Revenue Office (land tax) – if applicable

Owners Corporation

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 Vendor's knowledge

Their total does not exceed \$7,000

At settlement the rates will be adjusted between the parties in accordance with the Contract of Sale. Each party will pay the proportion of rates applicable to their respective periods of occupancy in the property.

- (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:

See attached Title documents and tenancy agreement (if applicable).

AND any sewers, drains, water pipes, underground or overhead electricity or telephone cables or any services (including electrical and telephone) as may be laid outside any registered easement.

Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:

None to the Vendor's knowledge and the Vendor has not received any notices from any statutory authority as to non-compliance. The Vendor is only able to provide details which

SECTION 32 STATEMENT

Earl James Rowland
708/70 Queens Road, Melbourne VIC 3004

they have directly obtained themselves from any statutory authority of any construction of any buildings during the time the Vendor has been the registered proprietor.

(b) Bushfire

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

(c) Road Access

There is access to the Property by road.

(d) Planning

Planning Scheme: Port Phillip

Responsible Authority: City of Port Phillip

Zoning: Residential Growth Zone

Planning Overlay/s: - See attached certificate/report

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 Vendor's 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) 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:

None to the Vendor's 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.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act 1986* are: Not applicable

32E BUILDING PERMITS

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land): No such Building Permit has been granted

If Building Works have been done and no Building Permit has been granted when a Building Permit is required, then the Purchaser accepts and understands that no Building Permits or Approvals will be obtained by the Vendor unless the Contract provides otherwise.

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 Corporation Act 2006*

SECTION 32 STATEMENT
Earl James Rowland
708/70 Queens Road, Melbourne VIC 3004

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

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

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

The Purchaser should be aware that the Vendor may terminate their account with the service provider before settlement and the Purchaser will need to reconnect to the service.

Vendor/s initial to confirm services:.....

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 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 Vendor's title to the land
- (c) Where the Vendor is not the registered proprietor or the owner of the estate in fee simple, copy/s of the documents bearing evidence of the Vendor's right or power to sell the land.
- (d) In the case of land this is subject to a subdivision a copy of the unregistered Plan of Subdivision (latest version)
- (e) In the case of land that is part of a staged subdivision within the meaning of Section 37 of the *Subdivision Act 1988*-
 - (i) If the land is in the second or a subsequent stage, a copy of the plan for the first stage; and
 - (ii) Details of any requirements in a Statement of Compliance relation to the stage in which the land is included that have not been completed with;
 - (iii) Details of any proposals relating to subsequent stages that are known to the Vendor; and
 - (iv) A statement of the contents of any permit under the *Planning and Environment Act 1987* authorising the staged subdivision.
- (f) Copy of any Covenant/s which affect the land.

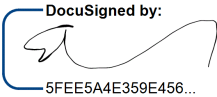
If the Property has a swimming pool the Purchaser should make all relevant enquiries regarding the swimming pool before signing this Section 32 Statement.

The Vendor is not aware of any material facts that should be disclosed as required by the Sale of Land Act 1962.

SECTION 32 STATEMENT
Earl James Rowland
708/70 Queens Road, Melbourne VIC 3004

DATE OF THIS STATEMENT 21/5/2024
 / /20

Name of the Vendor
Earl James Rowland
The Vendor/s hereby confirm that they have read this Section 32 Statement and approve all details including services connected to the property, building approvals, owner builder works, construction over easements and notices issued in relation to the property.

Signature/s of the Vendor
x 

SECTION 32 STATEMENT
Earl James Rowland
708/70 Queens Road, Melbourne VIC 3004

Note for Purchasers:

- Do you have Permanent Residency (PR) status? If you don't have PR status, have you received approval from the Foreign Investment Review Board (FIRB) to bid at auctions and/or purchase property in Australia (unless the Contract stipulates otherwise)?
- Non-residents who do not have FIRB Approval, are not permitted to bid at auctions and/or purchase property in Australia.
- The Purchaser should make all enquiries in relation to the materials used for construction and the improvements at the Property before signing this Contract.

SECTION 32 STATEMENT
Earl James Rowland
708/70 Queens Road, Melbourne VIC 3004

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

Purchasers note: Some Councils have a 1 in 100 year severity notation on properties in relation to flooding. You should check with the local Council or statutory authority prior to signing any Contract if you have concerns regarding flooding.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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



Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

Page 1 of 1

VOLUME 11391 FOLIO 684

Security no : 124115050746U
Produced 17/05/2024 01:43 PM

LAND DESCRIPTION

Lot 708 on Plan of Subdivision 638800J.
PARENT TITLE Volume 09696 Folio 511
Created by instrument PS638800J 29/11/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
EARL JAMES ROWLAND of 708/70 QUEENS ROAD MELBOURNE VIC 3000
AK178959W 11/02/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK178960N 11/02/2013
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE PS638800J 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 708 70 QUEENS ROAD MELBOURNE VIC 3004

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS638800J

DOCUMENT END



Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS638800J
Number of Pages (excluding this cover sheet)	24
Document Assembled	17/05/2024 13:43

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

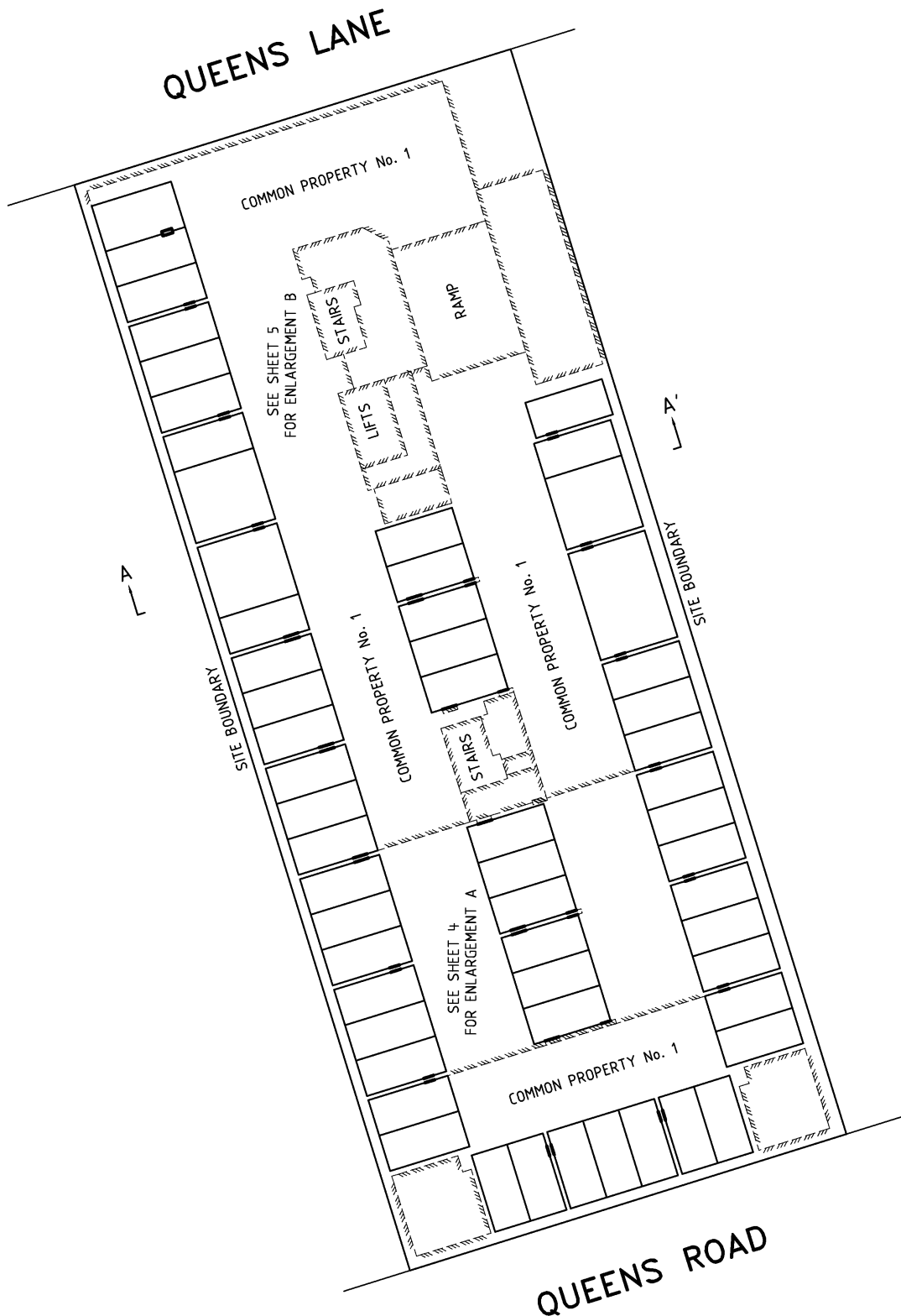
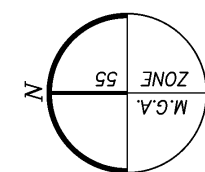
The document is invalid if this cover sheet is removed or altered.

PLAN OF SUBDIVISION		Stage No. <hr/>	EDITION 1	Plan Number PS 638800J
<p>Location of Land</p> <p>Parish: MELBOURNE SOUTH AT ST KILDA</p> <p>Township: -----</p> <p>Section: V</p> <p>Crown Allotment: 16</p> <p>Crown Portion: -----</p> <p>Title Reference: VOL 9696 FOL 511</p> <p>Last Plan Reference:</p> <p>Postal Address: 70 QUEENS ROAD, (at time of subdivision) MELBOURNE, 3004</p> <p>MGA Co-ordinates E 322 210 Zone: 55 (of approx. centre of land in plan) N 5 808 780</p>		<p style="text-align: center;">Council Certification and Endorsement</p> <p>Council Name: PORT PHILLIP CITY COUNCIL Ref:</p> <p>1. This plan is certified under section 6 of the Subdivision Act 1988.</p> <p>2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / /</p> <p>3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.</p> <p>OPEN SPACE</p> <p>(i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made.</p> <p>(ii) The requirement has been satisfied.</p> <p>(iii) The requirement is to be satisfied in Stage.....</p> <p>Council Delegate Council Seal Date / /</p> <p>Re-certified under section 11(7) of the Subdivision Act 1988</p> <p>Council Delegate Council Seal Date / /</p>		
Vesting of Roads and/or Reserves		Notations		
Identifier	Council/Body/Person	Staging		
NIL	NIL	This is /is not a staged subdivision Planning Permit No.		
<p>/// /// /// - DENOTES STRUCTURE (NON BOUNDARY)</p> <p>B - BALCONY</p> <p>T - TERRACE</p> <p>P - PROJECTION</p> <p>CP No.1 - COMMON PROPERTY No.1</p> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS</p> <p>FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBILITY, ENTITLEMENT & LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES</p> </div> <p>THIS IS A SPEAR PLAN</p>		<p>Depth Limitation DOES NOT APPLY</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS</p> <p>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS</p> <p>INTERIOR FACE: ALL BOUNDARIES</p> <p>SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGS 2011 APPLIES TO BOUNDARIES DEFINED BY BUILDINGS</p> <p>COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND INCLUDES THE STRUCTURE THAT DEFINE BOUNDARIES</p> <p>ALL SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No 1 UNLESS SHOWN OTHERWISE</p> <p style="text-align: center;">THIS PLAN INVOLVES A CAR STACKER MECHANISM</p> <p>THE STRUCTURE OF A CAR STACKER WITHIN BASEMENT LEVEL 2 IS CONTAINED WITHIN COMMON PROPERTY No 1</p> <p>Survey This plan is is not based on survey</p> <p>This survey has been connected to permanent marks no(s) SEE BP2554H In Proclaimed Survey Area No. _____</p>		
Easement Information				
<p>Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance</p>		<p>A - Appurtenant Easement</p> <p>R - Encumbering Easement (Road)</p>		LRS use only
Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.				<p>Statement of Compliance/ Exemption Statement</p> <p>Received <input checked="" type="checkbox"/></p> <p>Date 22/11/12</p>
Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
<p>Bosco Jonson Pty Ltd</p> <p>A.B.N 95 282 532 642</p> <p>P.O. Box 5075, South Melbourne, Vic 3205</p> <p>16 Eastern Road South Melbourne</p> <p>Vic 3205 Australia DX 20524 Emerald Hill</p> <p>Tel 03) 9699 1400 Fax 03) 9699 5992</p>				<p>LICENSED SURVEYOR (PRINT) ANDREI FIJAN</p> <p>SIGNATURE DIGITALLY SIGNED DATE / /</p> <p>REF 6243003 25/09/12 VERSION H</p> <p>DWG 624300EH</p>
<p>PLANNING</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p> <p>Original sheet size A3</p>				SHEET 1 OF 23 SHEETS

Plan Number

Stage No.:

PS 638800J



BASEMENT LEVEL 1
DIAGRAM 2

Sheet 3

Bosco Jonson Pty Ltd

A.B.N. 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03 9699 1400 Fax 03 9699 5992

ORIGINAL

SCALE 1:300

SCALE



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

ANDREI FIJAN

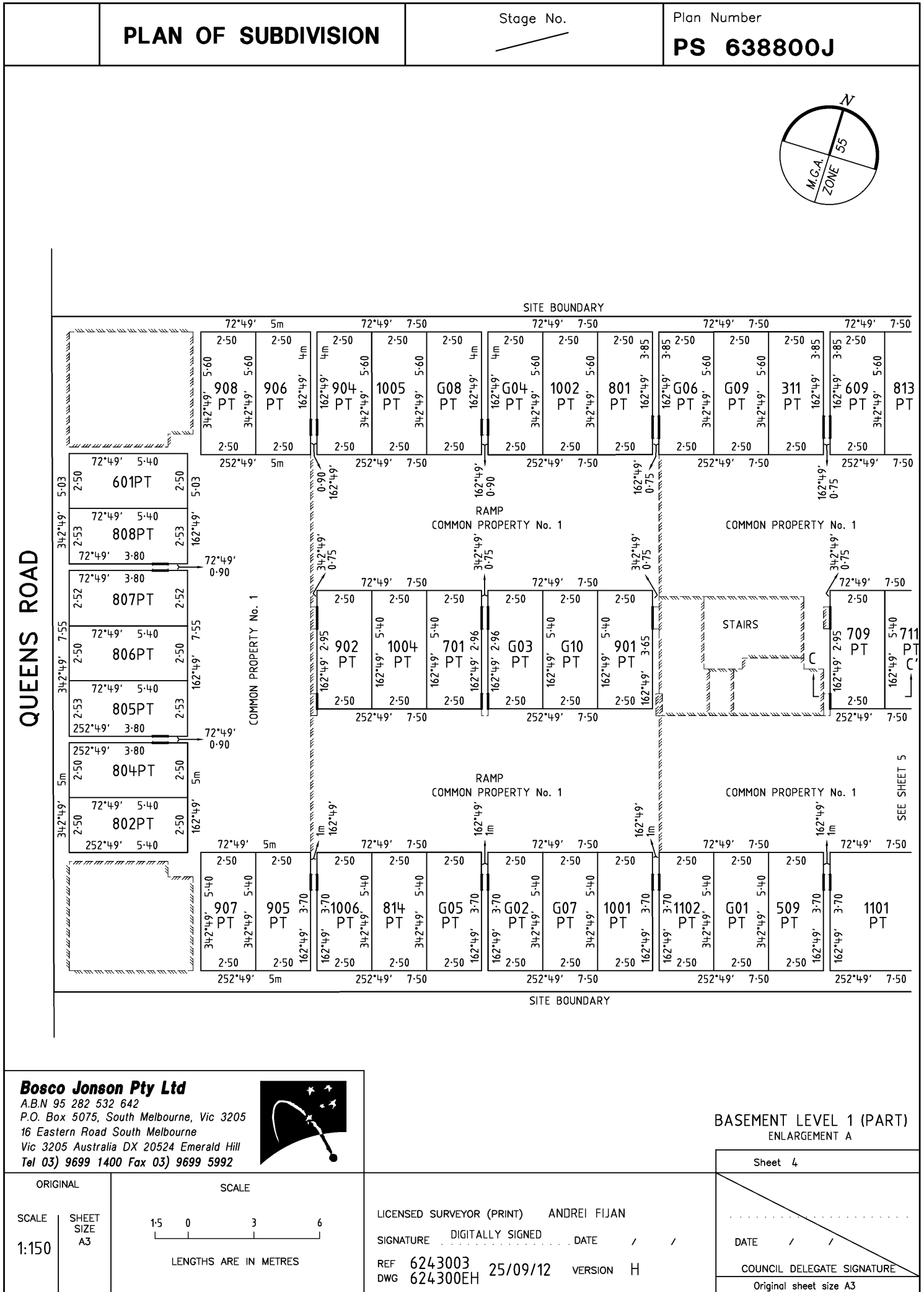
SIGNATURE

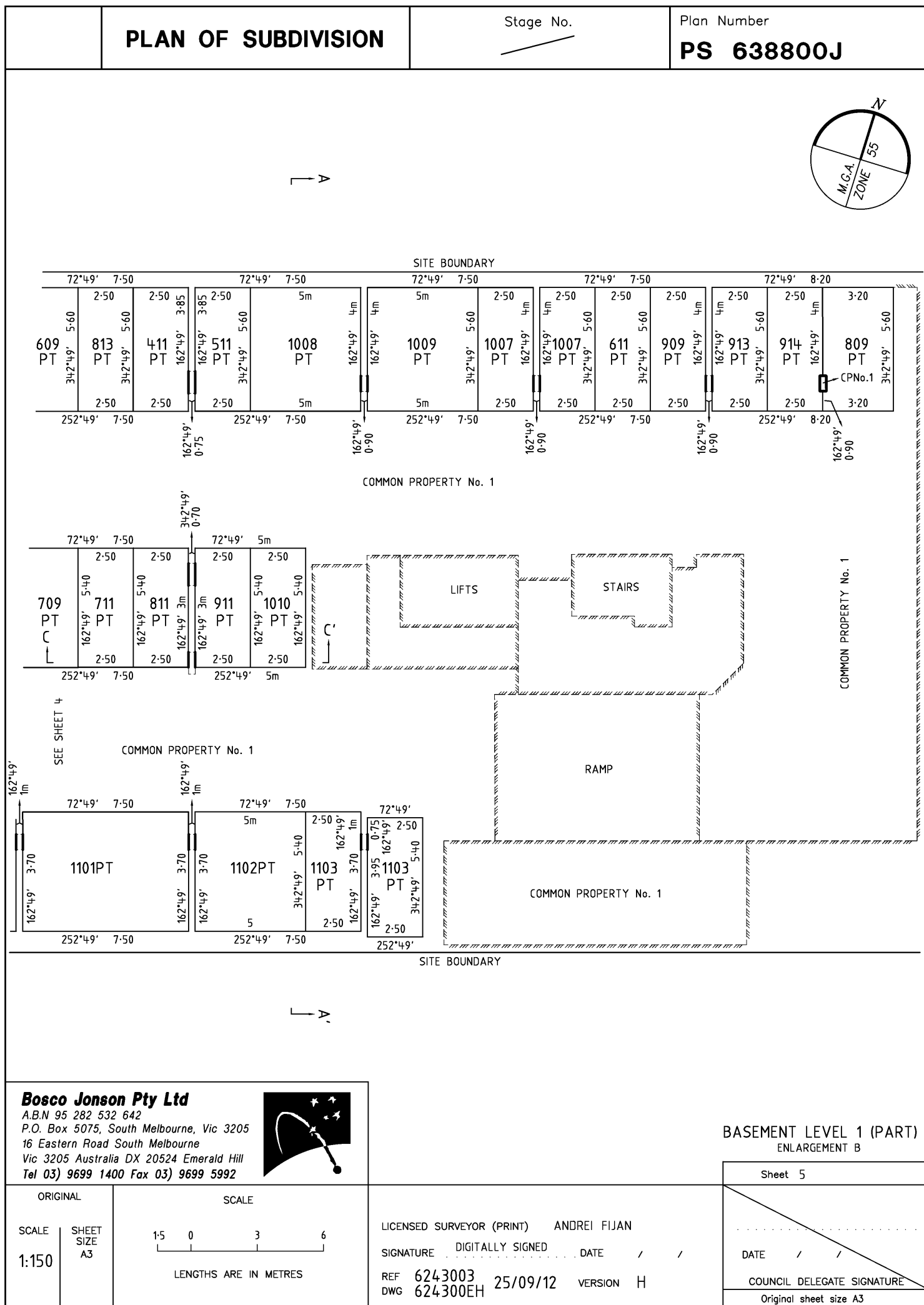
3

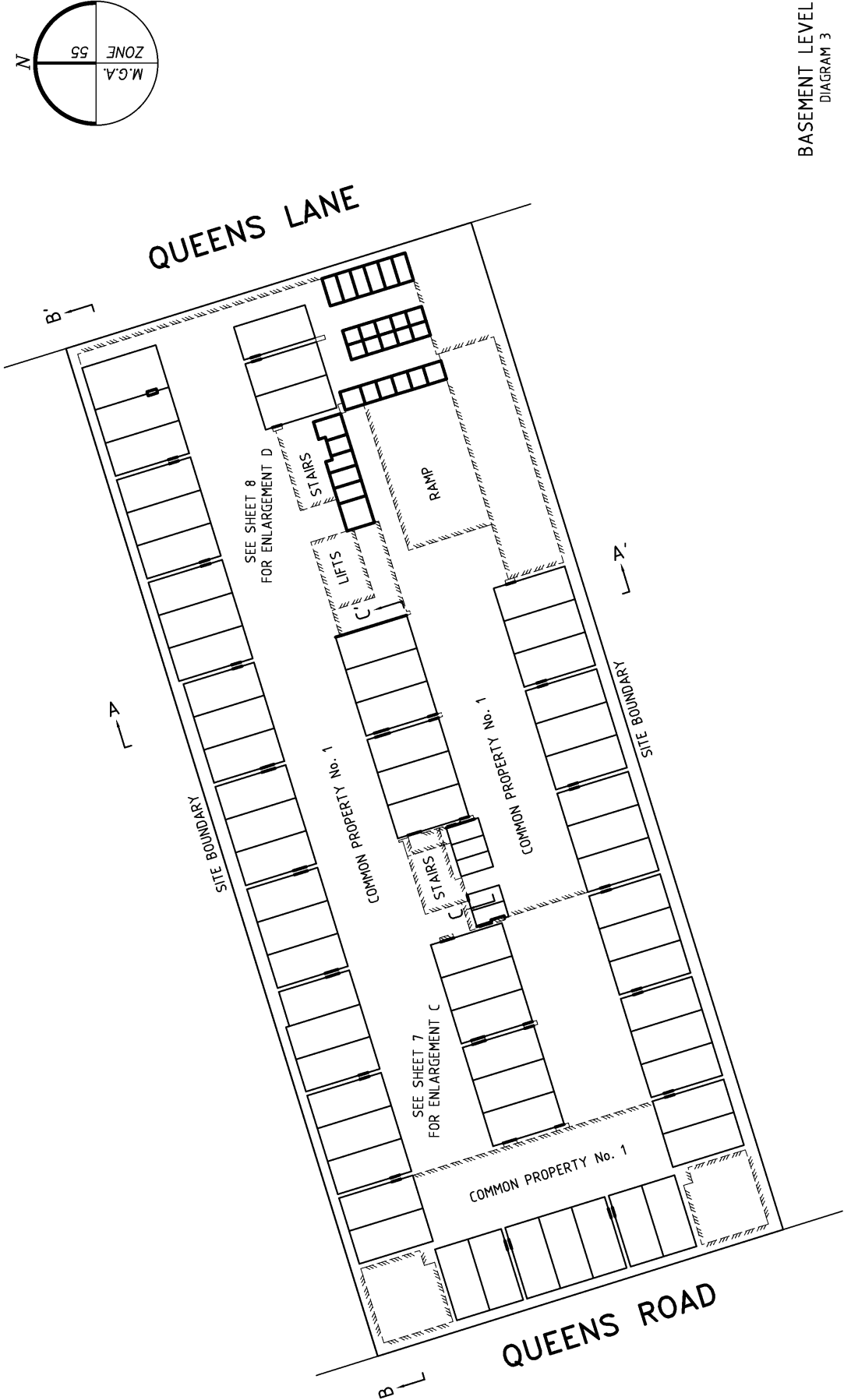
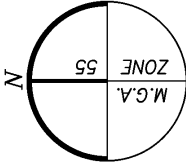

REF 6243003

25/09/12
VERSION H

~~COUNCIL DELEGATE SIGNATURE~~





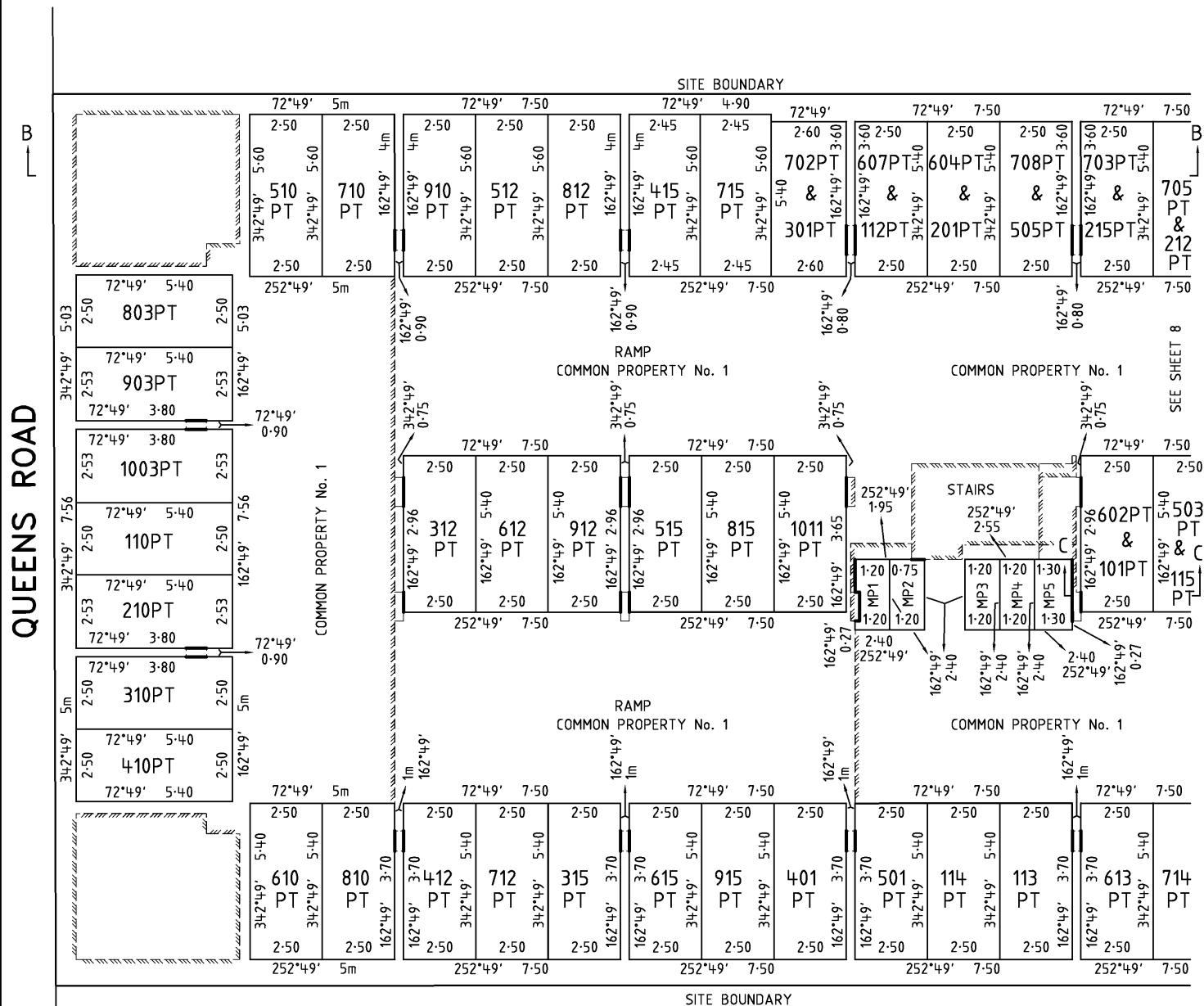
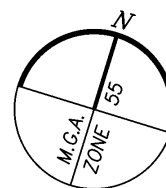
<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2>	Stage No. _____	Plan Number PS 638800J	 <p style="text-align: center;">QUEENS LANE</p> <p style="text-align: right;">QUEENS ROAD</p>
<div style="float: left; width: 40%;">  </div> <div style="clear: both;"></div>			<div style="text-align: right;"> BASEMENT LEVEL 2 DIAGRAM 3 </div>
<div style="display: flex; justify-content: space-between;"> <div> ORIGINAL SCALE SHEET SIZE A3 1:300 </div> <div> SCALE 3 0 6 12 LENGTHS ARE IN METRES </div> </div>		<div style="display: flex; justify-content: space-between;"> <div> Bosco Jonson Pty Ltd <small>A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992</small> </div> <div>  </div> </div>	
<div style="display: flex; justify-content: space-between;"> <div> LICENSED SURVEYOR (PRINT) SIGNATURE _____ REF 624-3003 DWG 624-300EH </div> <div> DIGITALLY SIGNED DATE / / VERSION H </div> </div>		<div style="display: flex; justify-content: space-between;"> <div> ANDREI FIJAN DATE / / 25/09/12 </div> <div> COUNCIL DELEGATE SIGNATURE DATE / / </div> </div>	
Sheet 6		Sheet 6	

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 638800J



Bosco Jonson Pty Ltd

A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992



BASEMENT LEVEL 2 (PART) ENLARGEMENT C

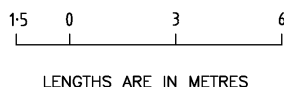
Sheet 7

ORIGINAL

SCALE

SCALE
1:150

SHEET
SIZE
A3



LICENSED SURVEYOR (PRINT) ANDREI FIJAN

SIGNATURE DIGITALLY SIGNED DATE / /

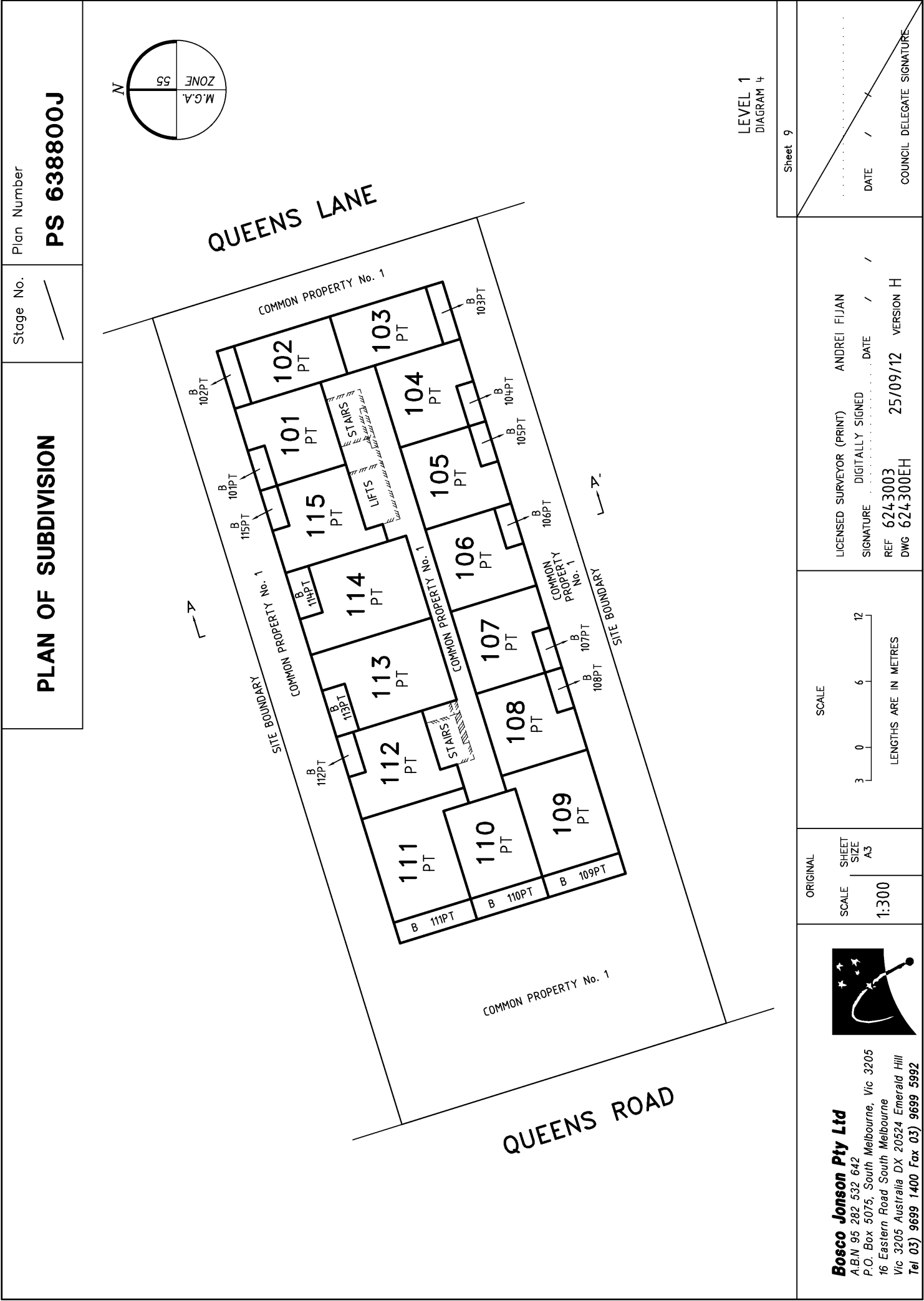
REF 6243003
DWG 624300EH 25/09/12 VERSION H

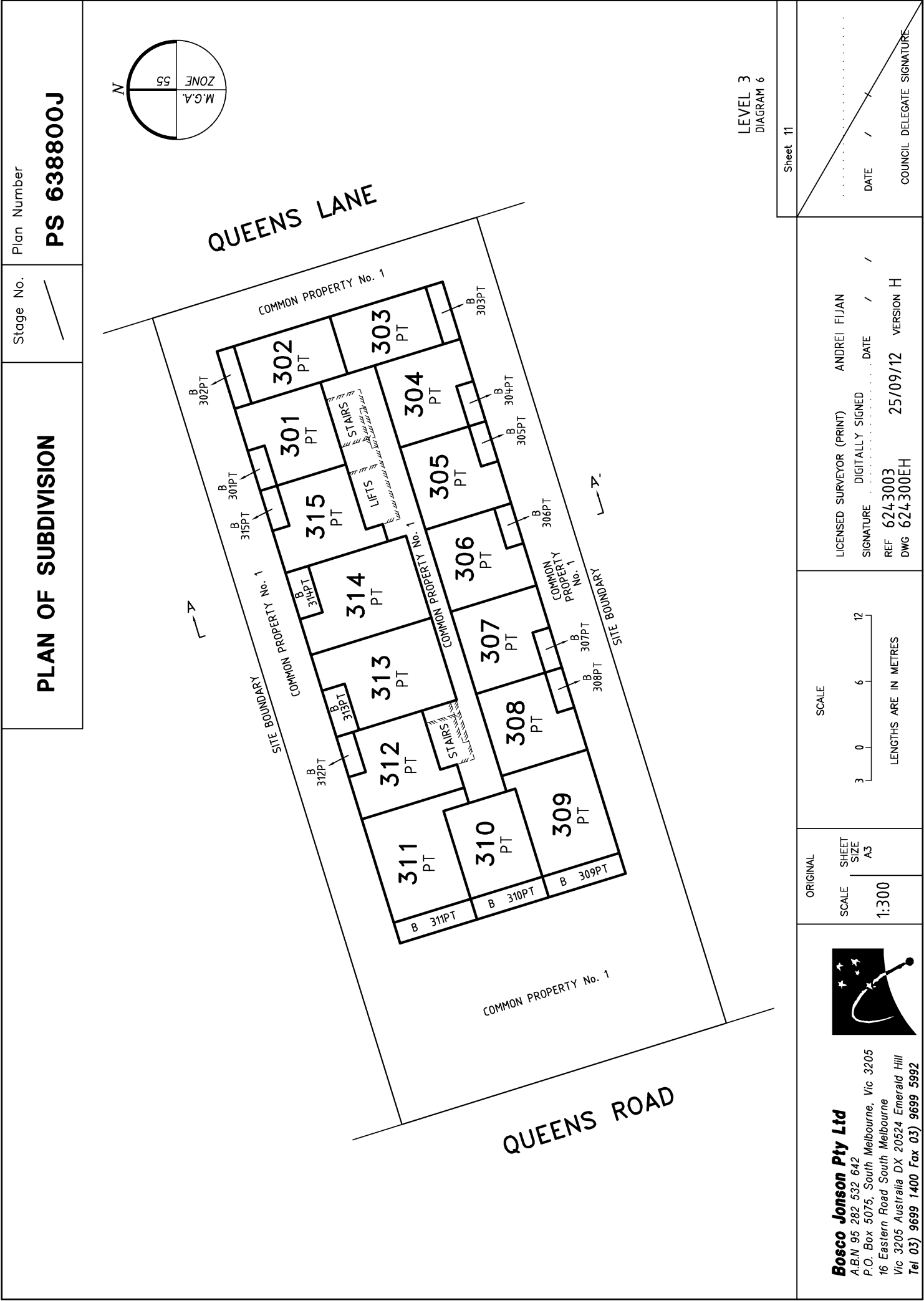
DATE / /

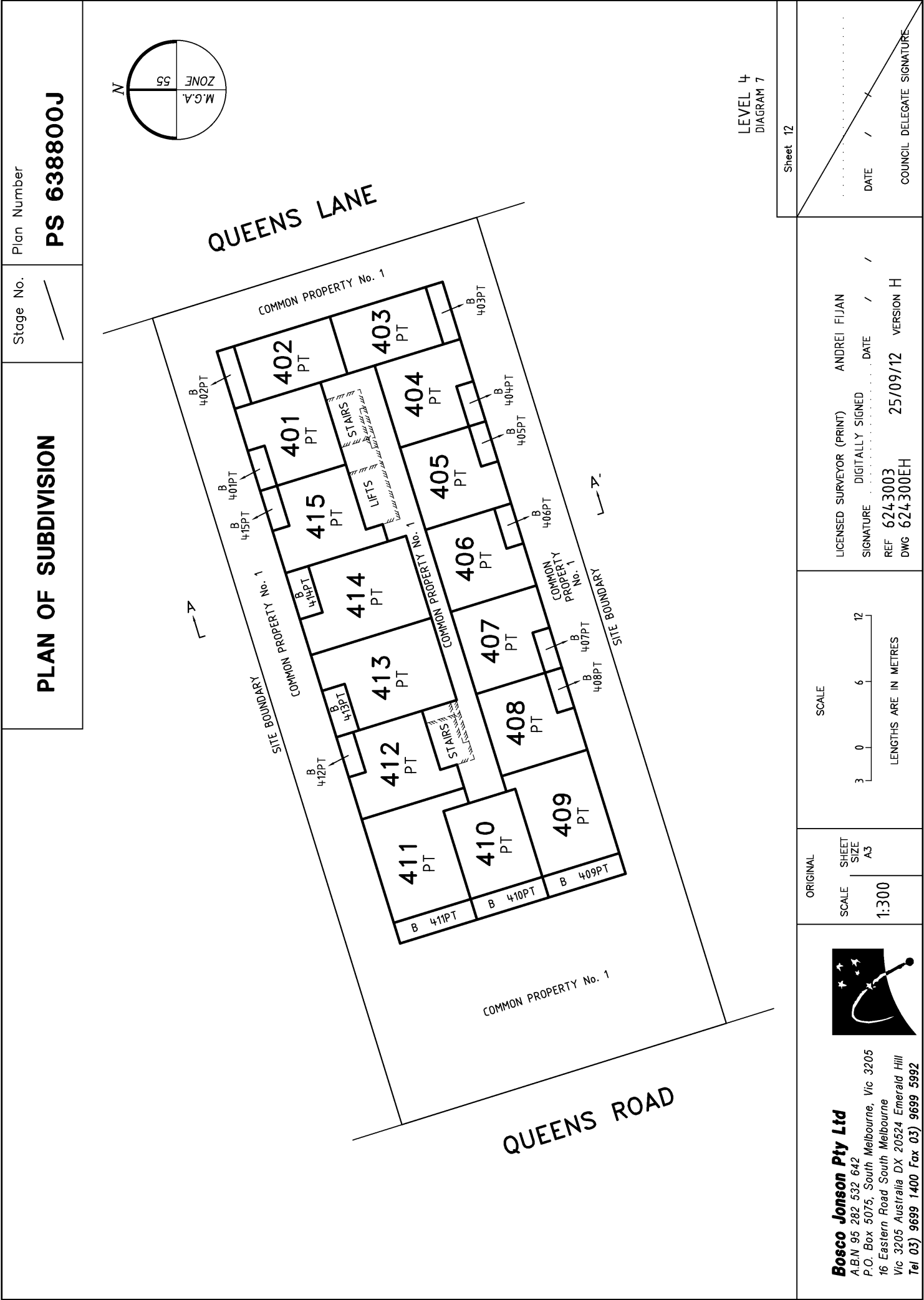
COUNCIL DELEGATE SIGNATURE

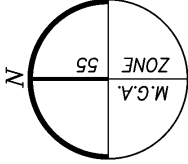
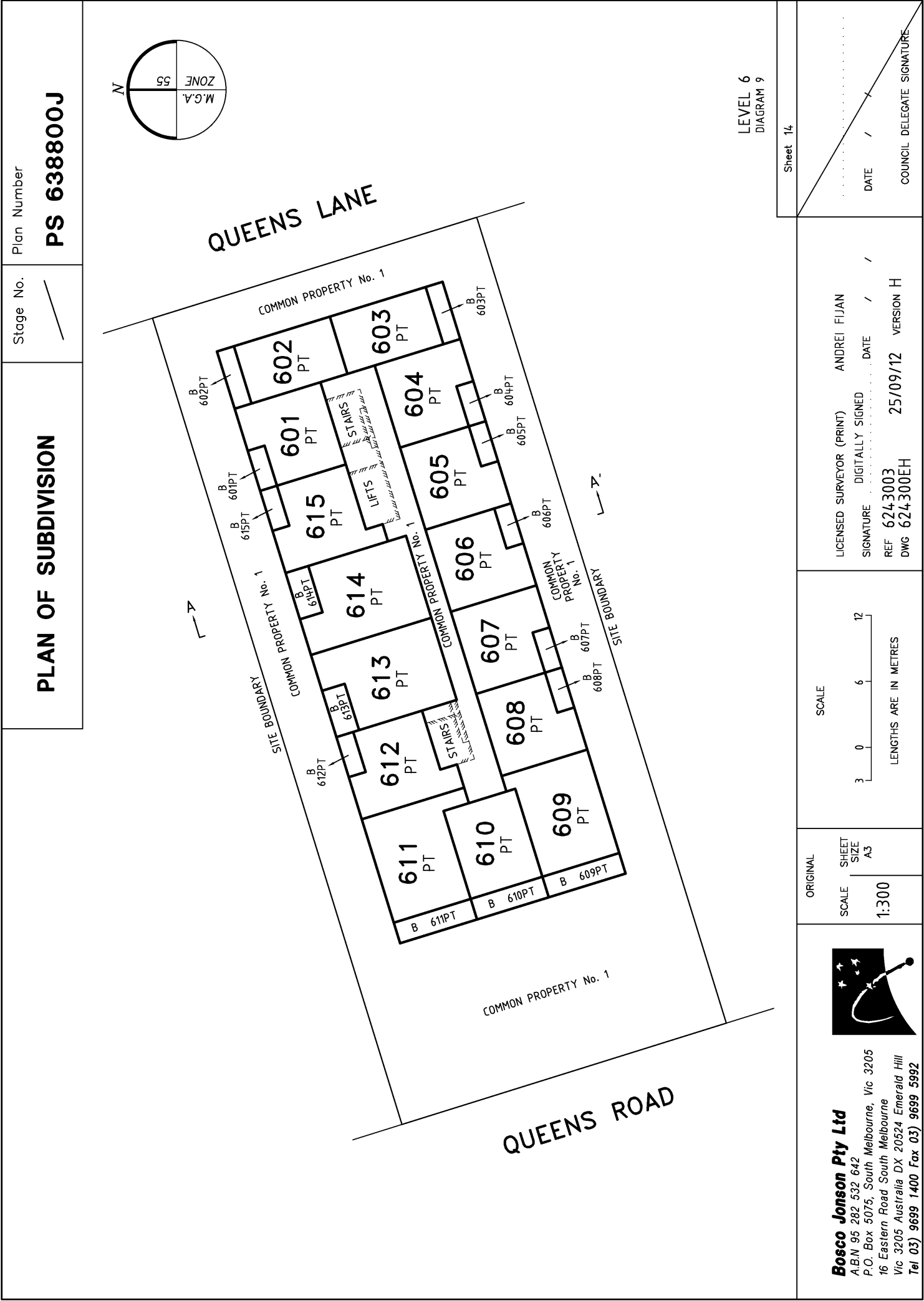
Original sheet size A3

Signed by: ANDREI FIJAN (Bosco Jonson Pty Ltd) Surveyor's Plan Version (H) SPEAR Ref: S014396A 25/09/2012









QUEENS LANE

QUEENS ROAD

LEVEL 6
DIAGRAM 9

Sheet 14



Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

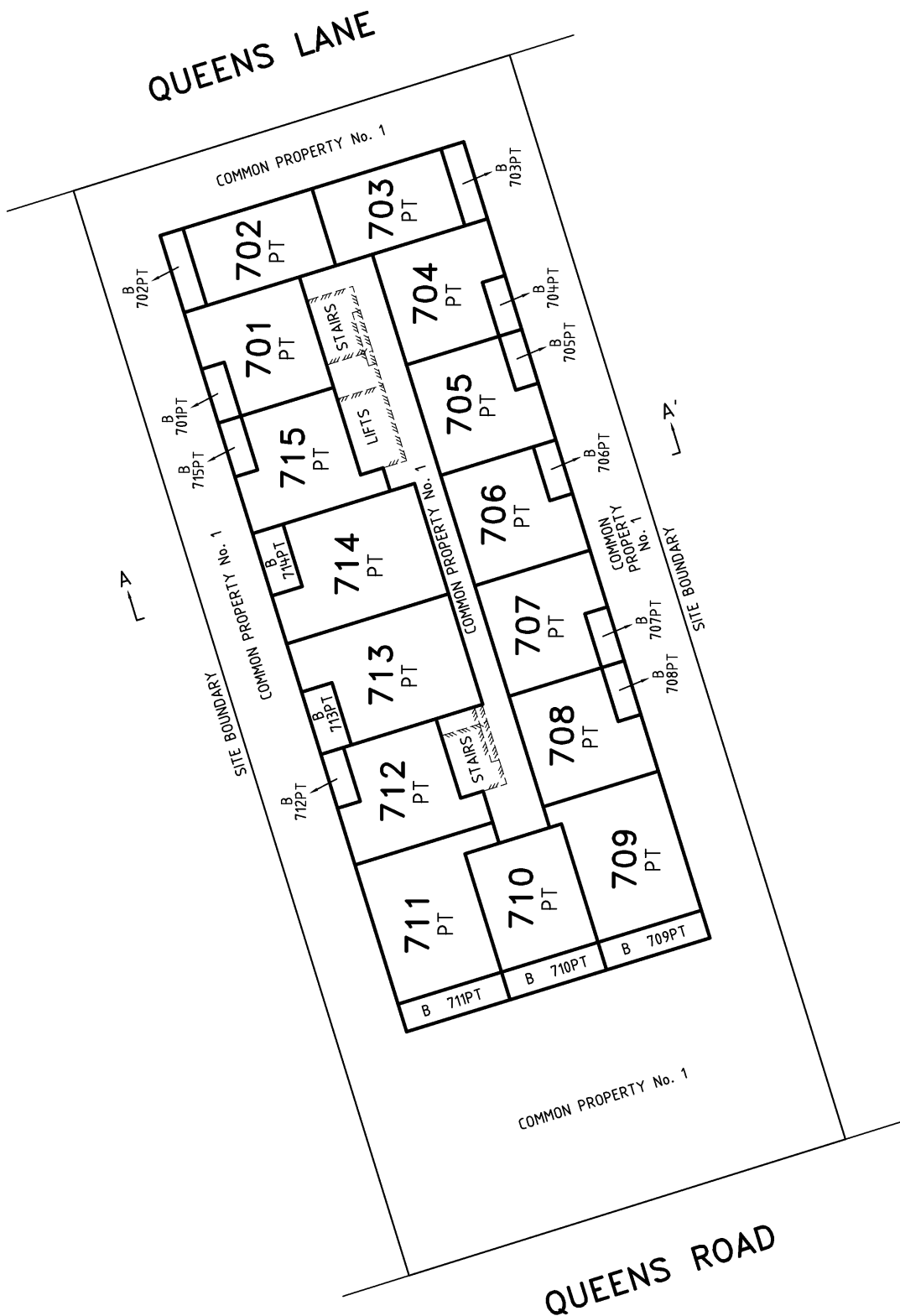
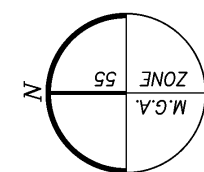
SCALE
3 0 6 12
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN
SIGNATURE DIGITALLY SIGNED DATE / /
REF 6243003 25/09/12 VERSION H
DWG 624300EH

DATE / /
COUNCIL DELEGATE SIGNATURE

Stage No.	Plan Number
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
23	23
24	24
25	25
26	26
27	27
28	28
29	29
30	30
31	31
32	32
33	33
34	34
35	35
36	36
37	37
38	38
39	39
40	40
41	41
42	42
43	43
44	44
45	45
46	46
47	47
48	48
49	49
50	50
51	51
52	52
53	53
54	54
55	55
56	56
57	57
58	58
59	59
60	60
61	61
62	62
63	63
64	64
65	65
66	66
67	67
68	68
69	69
70	70
71	71
72	72
73	73
74	74
75	75
76	76
77	77
78	78
79	79
80	80
81	81
82	82
83	83
84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

PS 638800J



LEVEL 7
DIAGRAM 10

Sheet 15

Bosco Jonson Pty Ltd

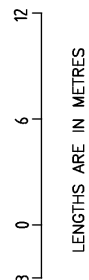
ABN 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
166 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992



ORIGINAL

SCALE 1:300

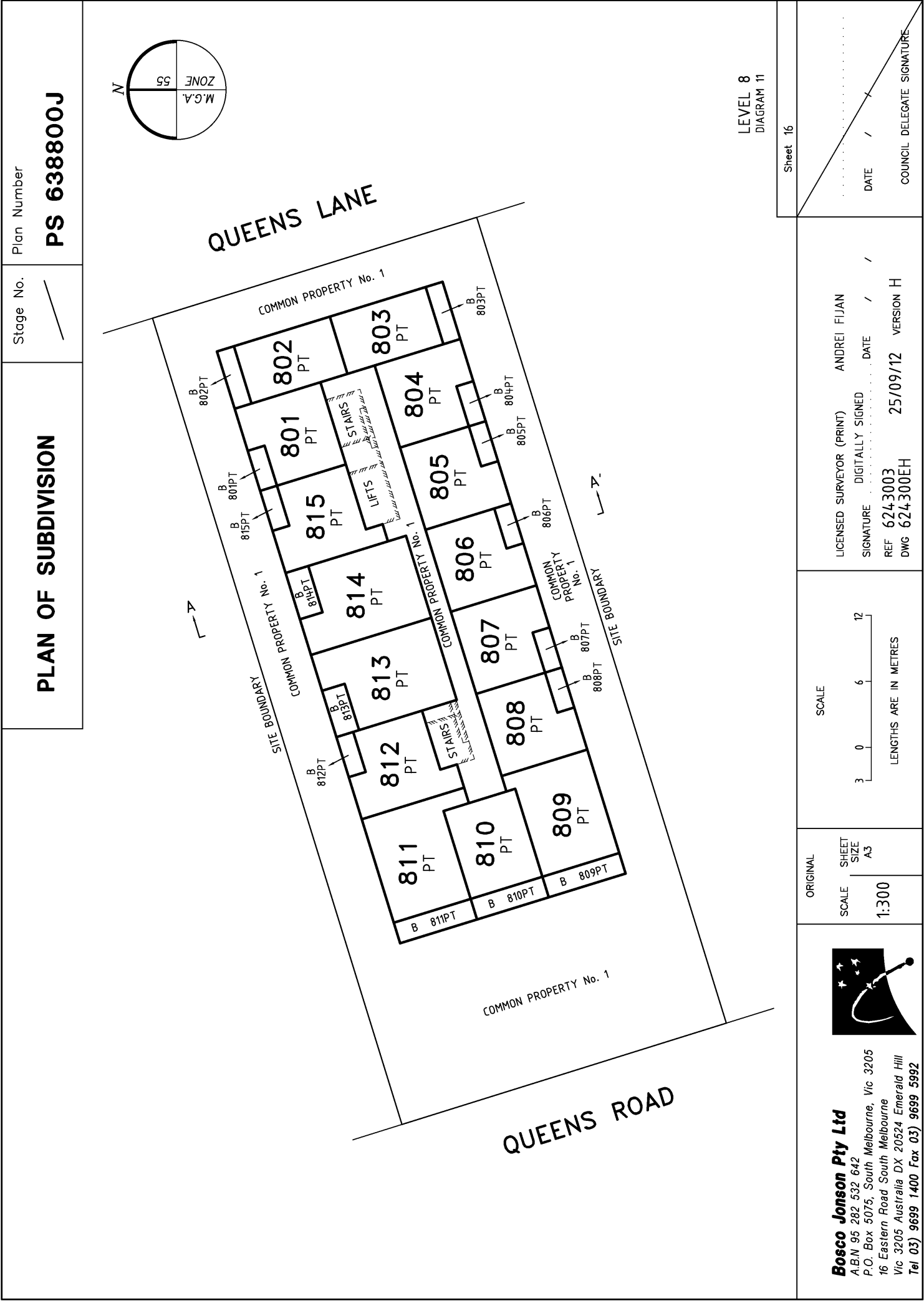
SCALE



LICENSED SURVEYOR (PRINT) ANDREI FIJAN
SIGNATURE DIGITALLY SIGNED DATE / /
REF 6243003 25/09/12 VERSION H
DWG 624300EH

DATE /

~~COUNCIL DELEGATE SIGNATURE~~



[illegible]

Bosco Jonson Pty Ltd

A.B.N 95 282 532 642
 P.O. Box 5075, South Melbourne, Vic 3205
 16 Eastern Road South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel 03) 9699 1400 Fax 03) 9699 5992

SCALE 1:300

SHEET SIZE A3

SCALE

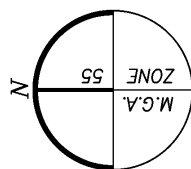


LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN
SIGNATURE DIGITALLY SIGNED DATE / /
REF 6243003 25/09/12 VERSION H
DWG 624300EH

Sheet 20

ROOF LEVEL
DIAGRAM 15

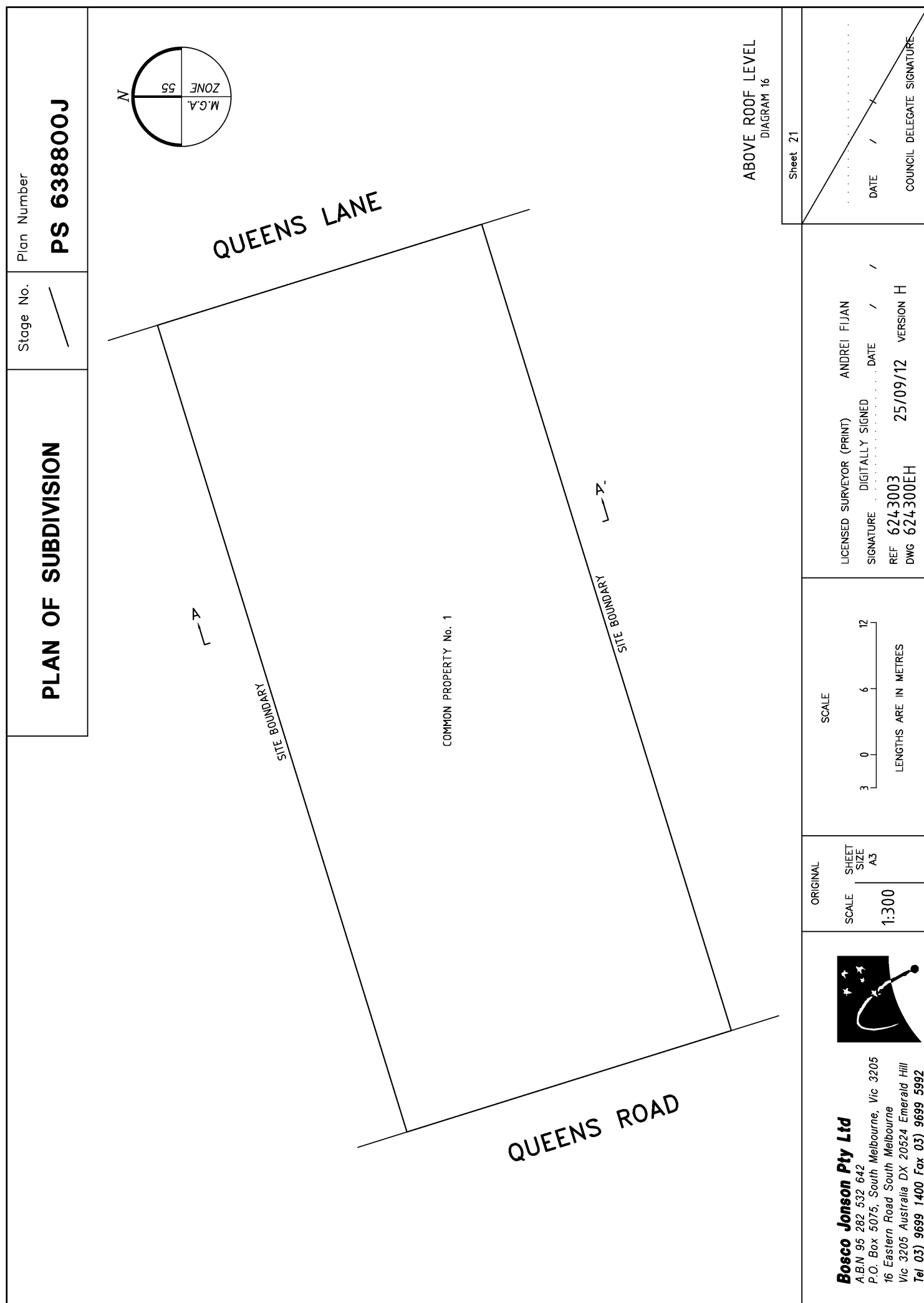


PLAN OF SUBDIVISION

Plan Number

Stage No.

PS 638800J



PLAN OF SUBDIVISION

Plan Number

PS 638800J

Stage No.

✓

ABOVE ROOF LEVEL
DIAGRAM 16

Sheet 21

ABN 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
166 Eastern Road South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SHEET SIZE
A3

SCALE

1:300

SCALE

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN
SIGNATURE DIGITALLY SIGNED DATE / /
REF 6243003 25/09/12 VERSION H
DWG 624300EH

DATE / /

COUNCIL DELEGATE SIGNATURE



Plan of Subdivision PS638800J

Concurrent Certification and Statement of Compliance (Form 3)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S014396A

Plan Number: PS638800J

Responsible Authority Name: Port Phillip City Council

Responsible Authority Reference Number 1: P631/2011

Responsible Authority Reference Number 2: S/45/2011

Surveyor's Plan Version: H

Certification

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

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

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

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Maria Tomasetig

Organisation: Port Phillip City Council

Date: 02/11/2012



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information. The Victorian Government acknowledges the Traditional Owners of Victoria and pays respects to their ongoing connection to their Country, History and Culture. The Victorian Government extends this respect to their Elders, past, present and emerging.

Produced: 17/05/2024 01:43:43 PM

OWNERS CORPORATION 1
PLAN NO. PS638800J

The land in PS638800J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 115, 201 - 215, 301 - 315, 401 - 415, 501 - 515, 601 - 615, 701 - 715, 801 - 815, 901 - 915, 1001 - 1011, 1101 - 1103, G01, G10, G02, G03, G04, G05, G06, G07, G08, G09, MP1, MP2, MP3, MP4, MP5.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

OC MANAGEMENT SOLUTIONS PTY LTD SUITE 304 63 STEAD STREET SOUTH MELBOURNE VIC 3205

AL381184Q 25/09/2014

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

1. OC016492L 29/11/2012

Additional Owners Corporation Information:

OC016491N 29/11/2012

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 101	42	42
Lot 102	36	36
Lot 103	34	34
Lot 104	37	37
Lot 105	37	37



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/05/2024 01:43:43 PM

OWNERS CORPORATION 1
PLAN NO. PS638800J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	37	37
Lot 107	37	37
Lot 108	37	37
Lot 109	65	65
Lot 110	47	47
Lot 111	66	66
Lot 112	43	43
Lot 113	59	59
Lot 114	59	59
Lot 115	42	42
Lot 201	43	43
Lot 202	40	40
Lot 203	35	35
Lot 204	38	38
Lot 205	38	38
Lot 206	38	38
Lot 207	38	38
Lot 208	38	38
Lot 209	66	66
Lot 210	49	49
Lot 211	68	68
Lot 212	44	44
Lot 213	60	60
Lot 214	60	60
Lot 215	43	43
Lot 301	44	44
Lot 302	41	41
Lot 303	36	36
Lot 304	39	39



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/05/2024 01:43:43 PM

OWNERS CORPORATION 1
PLAN NO. PS638800J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 305	39	39
Lot 306	39	39
Lot 307	39	39
Lot 308	39	39
Lot 309	68	68
Lot 310	50	50
Lot 311	70	70
Lot 312	45	45
Lot 313	61	61
Lot 314	61	61
Lot 315	44	44
Lot 401	45	45
Lot 402	42	42
Lot 403	40	40
Lot 404	40	40
Lot 405	40	40
Lot 406	40	40
Lot 407	40	40
Lot 408	40	40
Lot 409	70	70
Lot 410	51	51
Lot 411	71	71
Lot 412	46	46
Lot 413	62	62
Lot 414	62	62
Lot 415	45	45
Lot 501	45	45
Lot 502	42	42
Lot 503	40	40



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/05/2024 01:43:43 PM

OWNERS CORPORATION 1
PLAN NO. PS638800J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 504	44	44
Lot 505	44	44
Lot 506	44	44
Lot 507	44	44
Lot 508	44	44
Lot 509	70	70
Lot 510	52	52
Lot 511	72	72
Lot 512	46	46
Lot 513	62	62
Lot 514	62	62
Lot 515	45	45
Lot 601	46	46
Lot 602	43	43
Lot 603	41	41
Lot 604	44	44
Lot 605	44	44
Lot 606	44	44
Lot 607	44	44
Lot 608	44	44
Lot 609	71	71
Lot 610	52	52
Lot 611	72	72
Lot 612	47	47
Lot 613	63	63
Lot 614	63	63
Lot 615	46	46
Lot 701	46	46
Lot 702	43	43





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/05/2024 01:43:43 PM

OWNERS CORPORATION 1
PLAN NO. PS638800J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 703	41	41
Lot 704	45	45
Lot 705	45	45
Lot 706	45	45
Lot 707	45	45
Lot 708	45	45
Lot 709	71	71
Lot 710	53	53
Lot 711	73	73
Lot 712	47	47
Lot 713	63	63
Lot 714	63	63
Lot 715	46	46
Lot 801	51	51
Lot 802	46	46
Lot 803	42	42
Lot 804	45	45
Lot 805	45	45
Lot 806	45	45
Lot 807	45	45
Lot 808	45	45
Lot 809	72	72
Lot 810	53	53
Lot 811	73	73
Lot 812	52	52
Lot 813	70	70
Lot 814	70	70
Lot 815	51	51
Lot 901	51	51



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/05/2024 01:43:43 PM

OWNERS CORPORATION 1
PLAN NO. PS638800J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 902	47	47
Lot 903	42	42
Lot 904	46	46
Lot 905	46	46
Lot 906	46	46
Lot 907	46	46
Lot 908	46	46
Lot 909	72	72
Lot 910	54	54
Lot 911	74	74
Lot 912	52	52
Lot 913	71	71
Lot 914	72	72
Lot 915	51	51
Lot 1001	53	53
Lot 1002	50	50
Lot 1003	43	43
Lot 1004	46	46
Lot 1005	46	46
Lot 1006	46	46
Lot 1007	103	103
Lot 1008	91	91
Lot 1009	106	106
Lot 1010	73	73
Lot 1011	53	53
Lot 1101	167	167
Lot 1102	177	177
Lot 1103	150	150
Lot G01	80	80



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/05/2024 01:43:43 PM

OWNERS CORPORATION 1
PLAN NO. PS638800J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G10	50	50
Lot G02	47	47
Lot G03	47	47
Lot G04	47	47
Lot G05	49	49
Lot G06	71	71
Lot G07	51	51
Lot G08	75	75
Lot G09	75	75
Lot MP1	1	1
Lot MP2	1	1
Lot MP3	1	1
Lot MP4	1	1
Lot MP5	1	1
Total	8538.00	8538.00

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

Statement End.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

968970

APPLICANT'S NAME & ADDRESS

CONVEYANCING PROFESSIONALS PTY LTD C/- TRICONVEY
(RESELLER) C/- LANDATA

DOCKLANDS

VENDOR

ROWLAND, EARL

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

62480

This certificate is issued for:

LOT 708 PLAN PS638800 ALSO KNOWN AS 708/70 QUEENS ROAD MELBOURNE
PORT PHILLIP CITY

The land is covered by the:

PORT PHILLIP PLANNING SCHEME

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

The land:

- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 1
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 26-6B
- and a SPECIAL BUILDING OVERLAY - SCHEDULE 1
- 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/portphillip>

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

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

04 October 2023

Sonya Kilkenny
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.

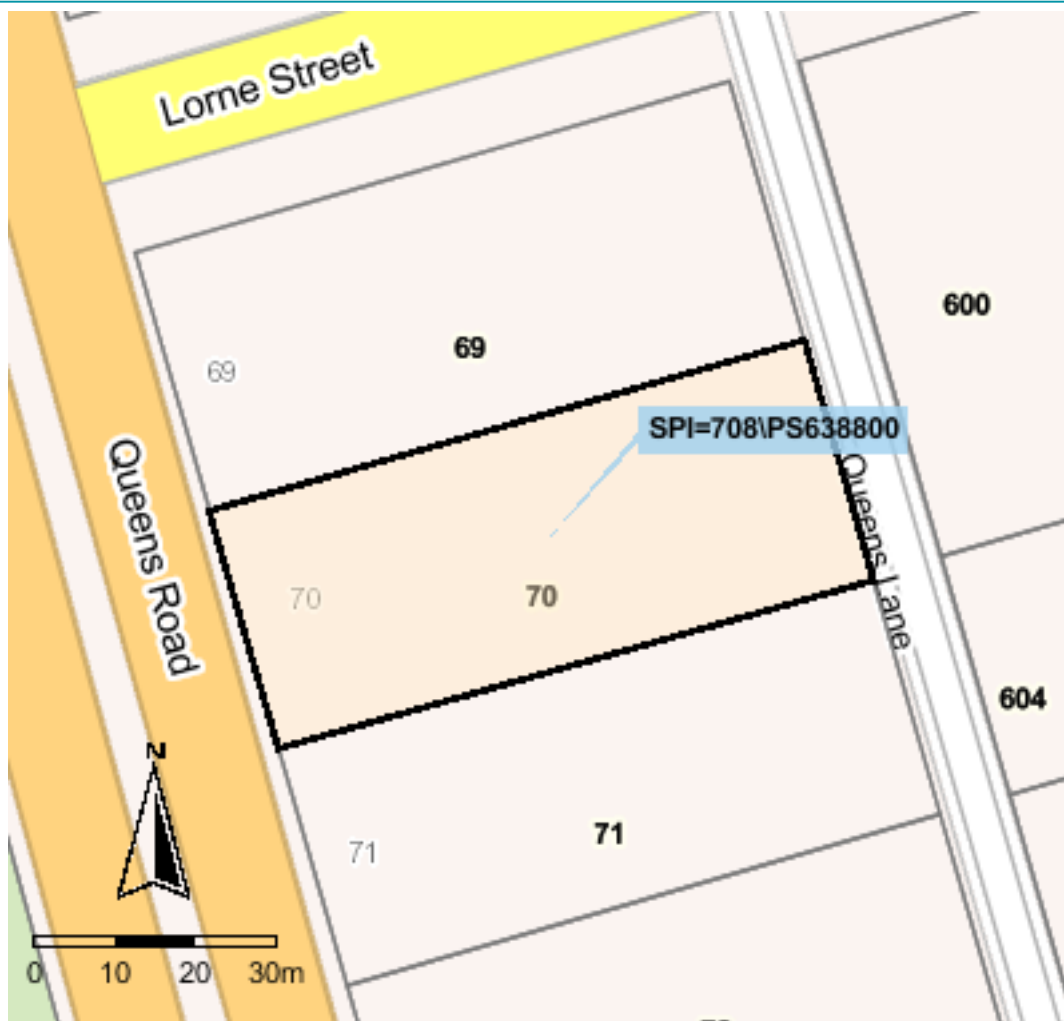
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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

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



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

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.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 04 October 2023 06:24 PM

PROPERTY DETAILS

Address: 708/70 QUEENS ROAD MELBOURNE 3004
Lot and Plan Number: Lot 708 PS638800
Standard Parcel Identifier (SPI): 708\PS638800
Local Government Area (Council): PORT PHILLIP
Council Property Number: 251128
Planning Scheme: Port Phillip
Directory Reference: Melway 2L B12

www.portphillip.vic.gov.au

Planning Scheme - Port Phillip

UTILITIES

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

STATE ELECTORATES

Legislative Council: SOUTHERN METROPOLITAN
Legislative Assembly: PRAHRAN

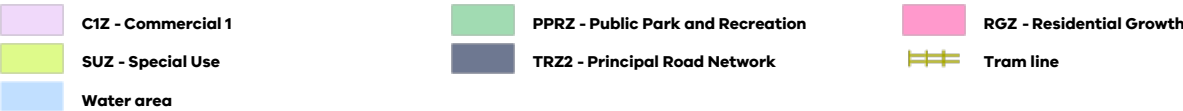
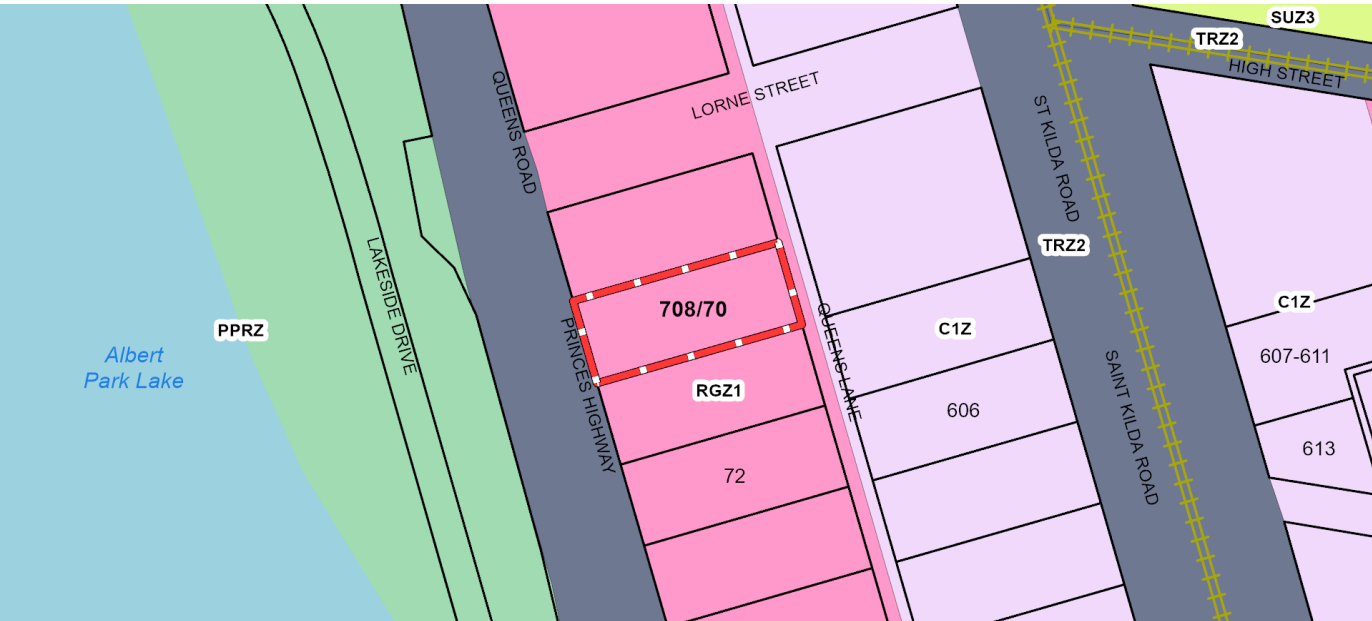
OTHER

Registered Aboriginal Party: Bunurong Land Council Aboriginal Corporation

View location in VicPlan

Planning Zones

RESIDENTIAL GROWTH ZONE (RGZ) (PORT PHILLIP)
RESIDENTIAL GROWTH ZONE - SCHEDULE 1 (RGZ1) (PORT PHILLIP)



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

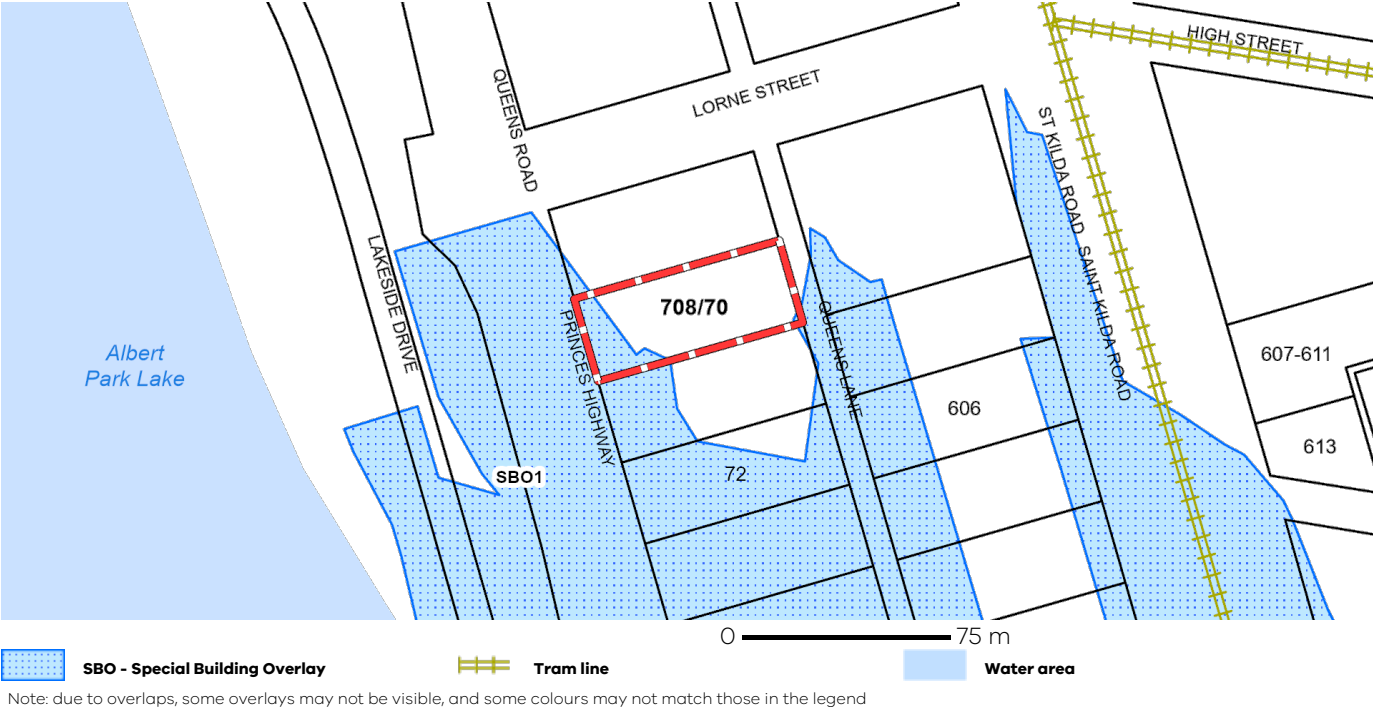
PLANNING PROPERTY REPORT

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO) (PORT PHILLIP)
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 26-6B (DDO26-6B) (PORT PHILLIP)



SPECIAL BUILDING OVERLAY (SBO) (PORT PHILLIP)
SPECIAL BUILDING OVERLAY - SCHEDULE 1 (SBO1) (PORT PHILLIP)



PLANNING PROPERTY REPORT

Planning Overlays

OTHER OVERLAYS

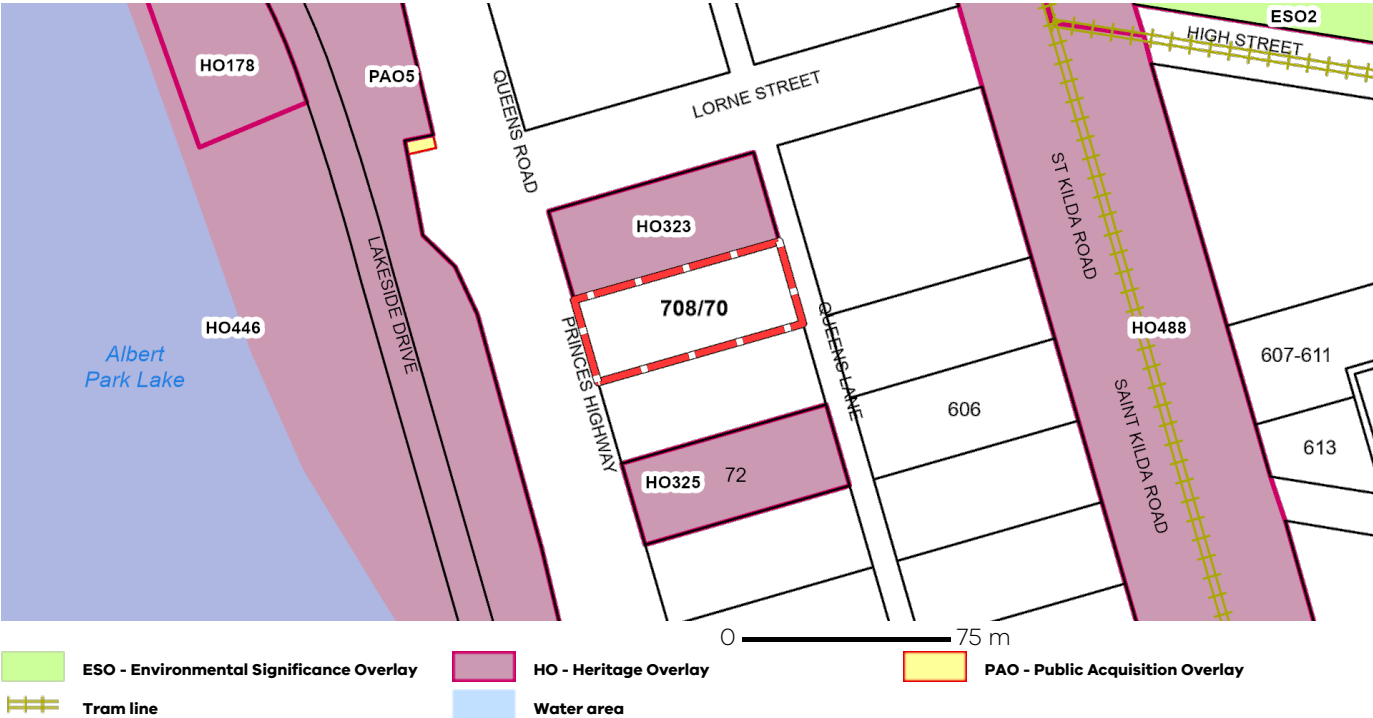
Other overlays in the vicinity not directly affecting this land

[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\) \(MELBOURNE\)](#)

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

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

[PUBLIC ACQUISITION OVERLAY \(PAO\) \(PORT PHILLIP\)](#)



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

PLANNING PROPERTY REPORT

Areas of Aboriginal Cultural Heritage Sensitivity

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

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

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

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

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

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

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



PLANNING PROPERTY REPORT



Environment,
Land, Water
and Planning

Further Planning Information

Planning scheme data last updated on 27 September 2023.

A **planning scheme** sets out policies and requirements for the use, development and protection of land. This report provides information about the zone and overlay provisions that apply to the selected land. Information about the State and local policy, particular, general and operational provisions of the local planning scheme that may affect the use of this land can be obtained by contacting the local council or by visiting <https://www.planning.vic.gov.au>

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the **Planning and Environment Act 1987**. It does not include information about exhibited planning scheme amendments, or zonings that may affect the land. To obtain a Planning Certificate go to Titles and Property Certificates at Landata - <https://www.landata.vic.gov.au>

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

To view planning zones, overlay and heritage information in an interactive format visit <https://mapshare.maps.vic.gov.au/vicplan>

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

PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

PROPERTY REPORT

From www.planning.vic.gov.au at 04 October 2023 06:24 PM

PROPERTY DETAILS

Address: **708/70 QUEENS ROAD MELBOURNE 3004**

Lot and Plan Number: **Lot 708 PS638800**

Standard Parcel Identifier (SPI): **708\PS638800**

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

Council Property Number: **251128**

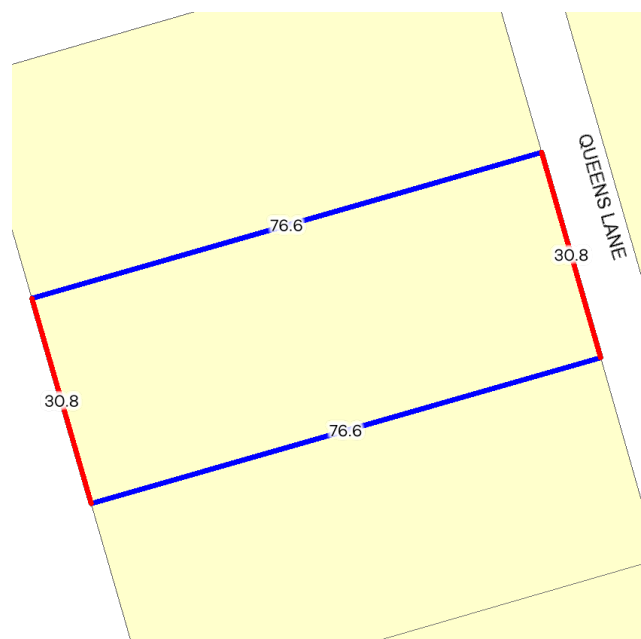
Directory Reference: **Melway 2L B12**

www.portphillip.vic.gov.au

Note: There are 165 properties identified for this site.
 These can include units (or car spaces), shops, or part or whole floors of a building.
 Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 2360 sq. m

Perimeter: 215 m

For this property:

— Site boundaries

— Road frontages

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

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

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

UTILITIES

Rural Water Corporation: **Southern Rural Water**

Melbourne Water Retailer: **South East Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **CITIPOWER**

STATE ELECTORATES

Legislative Council: **SOUTHERN METROPOLITAN**

Legislative Assembly: **PRAHRAN**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to address duplication with the Planning Property Reports which are DELWP's authoritative source for all Property Planning information.

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

Planning Property Reports can be found via these two links

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

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

PROPERTY REPORT

Area Map





**LAND INFORMATION CERTIFICATE
(Section 121 LGA 2020)
AND
VALUATION CERTIFICATE
(VLA 1960)**

Certificate No: CTLI/05595/2023
Property No: 251128
Issue Date: 6/10/2023

ABN 21 762 977 945

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the Local Government Act 1958, 1989 and 2020 or under a local law or by law of the council and specified flood level by the council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the council or the relevant authority. A fee may be charged for such information.

**The Trustee For Vhrs Trust (Web Certificates)
Level 1, Casselden Place/2 Lonsdale Street MELBOURNE
VIC 3000**

Your Ref: LANDATA|70454253-017-8

<u>Property</u>	<u>Title Details</u>
708/70 QUEENS ROAD MELBOURNE VIC 3004	Lot 708 PS638800J V11391 F684

Level of Valuation Date: 1/1/2023

Valuation Effective Date: 1/7/2023

Site Value	Capital Improved Value	Net Annual Value
\$60,000	\$340,000	\$17,000

1/7/2023 to 30/6/2024

Opening Balance at 1/7/2023	\$ 0.00
General Rates	\$ 575.95
Waste Bin Charge	\$ 198.20
Fire Services Property Levy	\$ 140.60
Special Rates	\$ 0.00
Legal Fees	\$ 0.00
Interest	\$ 0.00
Rebates	\$ 0.00
Receipts, Adjustments and Prepayments	\$ -227.75
Other Outstanding Charges/Property Debt	\$ 0.00
Total Due	\$ 687.00

PLEASE NOTE: Any rates not paid by the due date will be subject to interest charges and / or legal action without further notice. Interest will accrue on overdue rates at a rate of 10%.

PEXA Payments Biller Code: 356899 Reference: 2026 3641 2511 286

Please email Notice of Acquisition to: rates@portphillip.vic.gov.au



**LAND INFORMATION CERTIFICATE
(Section 121 LGA 2020)
AND
VALUATION CERTIFICATE
(VLA 1960)**

Certificate No: CTLI/05595/2023
Property No: 251128
Issue Date: 6/10/2023

ABN 21 762 977 945

PARKING PERMITS

PLEASE NOTE: That Owners or Occupiers of this property are not entitled to receive Resident or Visitor Parking Permits in any City of Port Phillip Parking Permit Scheme as the property is subject to Council's 'No Parking Permit' Policy. Contact the Senior Traffic Engineer on 03 9209 6445 to provide further clarification if required.

FLOOD LEVELS

Specified Flood Level

There has been no specified flood level recorded for this property pursuant to the provisions of Section 221 of the Local Government Act 2020. Please note that this does not infer that the building or land is not in an area that is subject to flooding pursuant to Regulation 153 & 154 of the Building Regulations 2018.

Designated Flood Level/ Land Liable to Flooding

A Certificate issued pursuant to Regulation 51(2) of the Building Regulations 2018 may be obtained from Councils Building Department ☎ (03) 9209 6253. This Certificate will advise if the building or land is in an area that is liable to flooding within the meaning of Building Regulations 2018 or is in an area of designated land or works within the meaning of Regulation 806 of the Building Regulations 2018.

Notices and Orders The following notices and orders on the land with continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or By-Law of the Council: No Notices/Orders Applicable	
Cultural and Recreation Lands Act 1963 The potential liability for rates under the Cultural and Recreational Land Act 1963	Total Liability: \$ NIL
Moneys owed under section 227 of the Local Government Act 1989 and for works under the Local Government Act 1958, Section 18 of the Subdivision Act 1988	Total Money Owed: \$ NIL
Potential Liability for Land to become Rateable under section 173 or 174A of the Local Government Act 1989	Total Liability: \$ NIL

PRIVATE STREET SCHEMES

Private Street scheme under the provisions of section 163 (7) of the Local Government Act 1989

The property has not been subject to a Private Street Scheme.

Disclaimer

After the issue of this certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information. Council will require a new certificate to be applied for at the expiry of 3 Months after the date of this Land Information Certificate.

This Certificate expires three (3) months from the date of issue.

For further information contact: ☎ (03) 9209 6777

CHIEF FINANCIAL OFFICER
City of Port Phillip



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

202

Conveyancing Professionals Pty Ltd C/-
Triconvey (Reseller)
E-mail: certificates@landata.vic.gov.au

Statement for property:
UNIT 708 LOT 708 70 QUEENS ROAD
MELBOURNE 3004
708 PS 638800

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
10A//03730/00595	LANDATA CER 70454253-028-4	04 OCTOBER 2023	45096546

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/10/2023 to 31/12/2023	\$21.21
Melbourne Water Corporation Total Service Charges	01/10/2023 to 31/12/2023	\$29.54

(b) By South East Water

Water Service Charge	01/10/2023 to 31/12/2023	\$21.48
Sewerage Service Charge	01/10/2023 to 31/12/2023	\$94.37
Subtotal Service Charges		<u>\$166.60</u>
TOTAL UNPAID BALANCE		\$166.60

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.

AUTHORISED OFFICER:

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time 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 RL 4.9 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.

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

Important Warnings

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

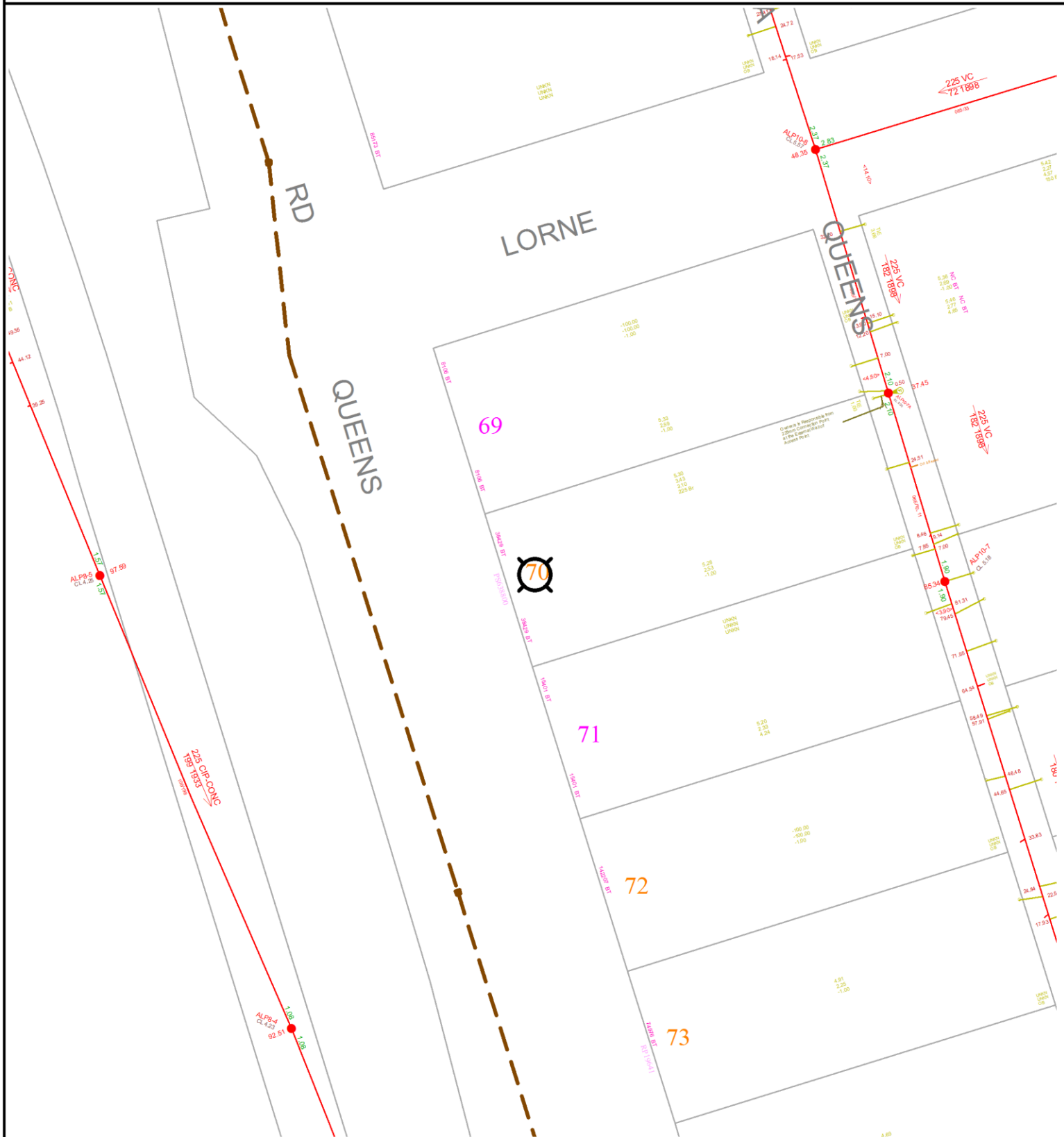
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

AUTHORISED OFFICER:










A handwritten signature in black ink, appearing to read 'Lara Salembier'.







LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198



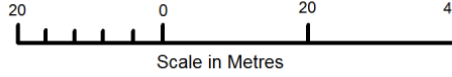
WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

	Title/Road Boundary		Subject Property		Maintenance Hole
	Proposed Title/Road		Sewer Main & Property Connections		Inspection Shaft
	Easement		Direction of Flow		Offset from Boundary

	Sewer Main		Underground Drain		Natural Waterway
	Maintenance Hole		Channel Drain		Underground Drain M.H.

Property: Lot 708 UNIT 708 70 QUEENS ROAD MELBOURNE 3004

Case Number: 45096546



Date: 04OCTOBER2023

100 C1CL
26/02/1966100 C1CL
26/02/1966100 UPVC-CL
26/06/1997

RD

LORNE

QUEENS

69



71

72

73

100mm Fire Service
100mm Fire Service150mm Fire Service
150mm Fire ServiceFire Service
Fire ServiceFire Service
Fire Service
Fire Service

150mm Fire Service

150mm Fire Service

10540
14.2
~ 3.0
100 CI
11/12/1885
CL 1/01/1980

WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

Title/Road Boundary

Proposed Title/Road

Easement



Subject Property



Water Main Valve



Water Main & Services



Hydrant



Fireplug/Washout

~ 1.0

Offset from Boundary



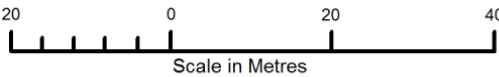
ASBESTOS INFORMATION - RECYCLED WATER

(RECYCLE WATER WILL APPEAR IF IT'S AVAILABLE)

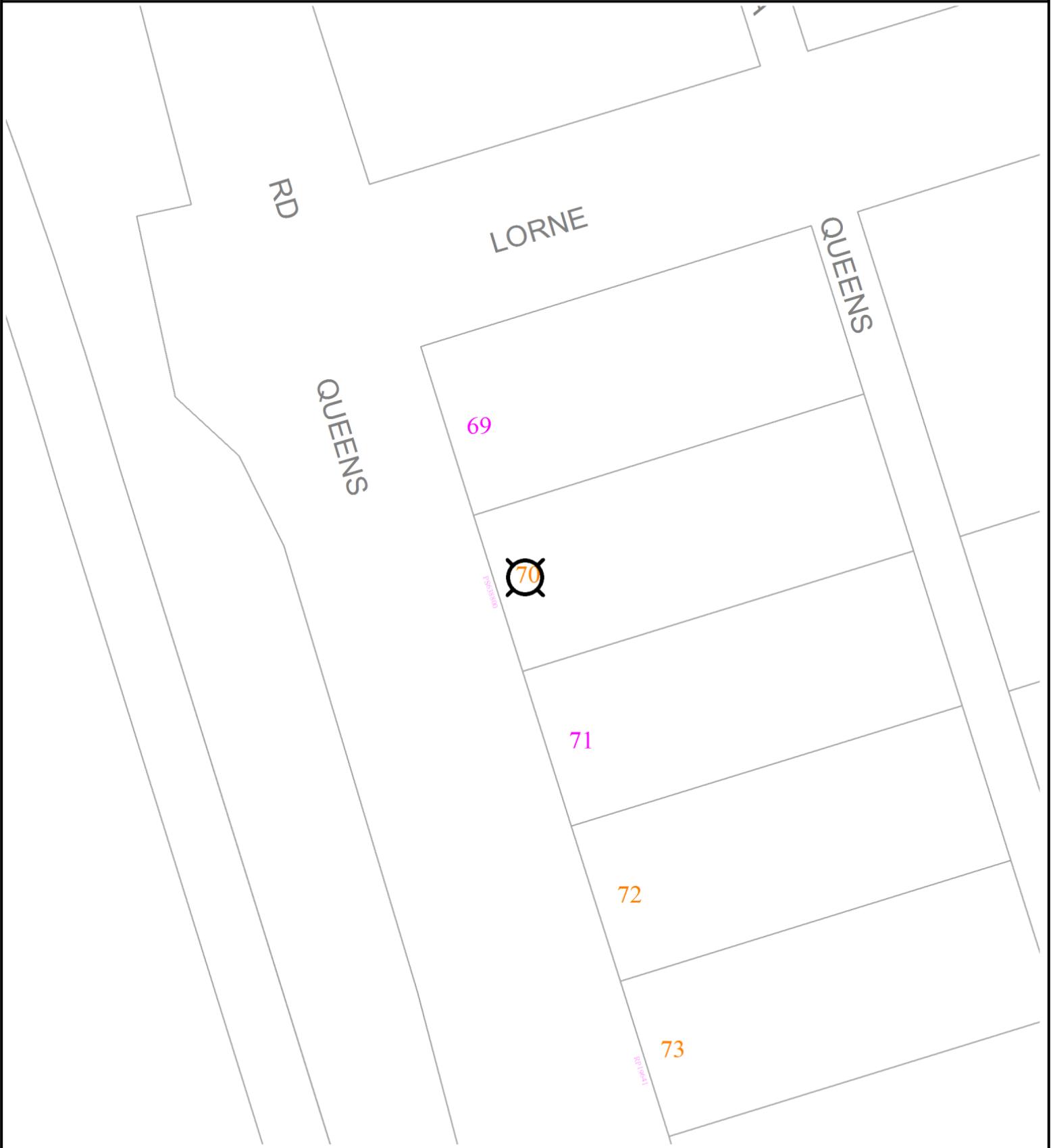
Property: Lot 708 UNIT 708 70 QUEENS ROAD MELBOURNE 3004



Case Number: 45096546



Date: 04OCTOBER2023



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND			
	Title/Road Boundary		Subject Property
	Proposed Title/Road		Recycled Water Main Valve
	Easement		Recycled Water Main & Services
			Hydrant
			Fireplug/Washout
			Offset from Boundary



OFFICE
Suite 2, Pier 35 Marina
263-329 Lorimer Street
Port Melbourne VIC 3207

PHONE 03 9863 9707
EMAIL info@verticali.co

POSTAL
GPO Box 2626
Melbourne VIC 3001
Office 03 9863 9707

verticali.co
ABN 94 186 337 156 ACN 128 702 330



Infotrack

20th May 2024

Dear Infotrack

Re: OWNERS CORPORATION CERTIFICATE - LOT 708, PLAN NO. 638800J

In response to your request, we now attach an Owners Corporation Certificate for Lot 708 in Plan No. 638800J dated 20th May 2024. This certificate is intended for use for the purpose of section 151 of the *Owners Corporations Act 2006* ("**Act**").

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

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

Please note that if you require any further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with section 150 of the Act. An inspection of the Register must be booked in advance by contacting our office during business hours or via email at info@verticali.co. Please note the inspection of the Register may require the payment of a fee.

Yours faithfully

A handwritten signature in black ink, appearing to read "Richard Dennis".

Registered Manager

Full name: Richard Dennis
Company: Verticali Pty Ltd
Address of registered office: Suite 2, 263-329 Lorimer Street Port
Melbourne VIC Victoria 3207

20/05/2024

Date

OWNERS CORPORATION CERTIFICATE

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

As at 20th May 2024

1. OWNERS CORPORATION DETAILS

Plan Number: 638800J

Address of Plan: 70 Queens Road Melbourne VIC 3004

Lot Number this statement relates to: 708

Unit Number this statement relates to: 708

Postal Address GPO Box 2626 Melbourne Victoria 3001

2. CERTIFICATE DETAILS

Vendor: Earl James Rowland

Postal Address for Lot 708 3/227 woods street Newport VIC 3015

Purchaser:

Person requesting Certificate: Infotrack

Reference: (Ref: 23/4642)

Address:

Fax:

E-mail: ownerscorp@infotrack.com.au

3. CURRENT ANNUAL LEVY FEES FOR LOT 708

ADMINISTRATIVE FUND

The annual administrative levy fees for Lot 708 are **2,632.10 per annum** commencing on 1 January 2024. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/01/24 to 31/03/24	669.62	02/01/24	Issued
01/04/24 to 30/06/24	669.62	02/04/24	Issued
01/07/24 to 30/09/24	646.43	01/07/24	To be Issued
01/10/24 to 31/12/24	646.43	01/10/24	To be Issued

Maintenance Fund

The annual maintenance levy fees for Lot 708 are **284.62 per annum** commencing on 1 January 2024. Levies for this plan are raised over **4 periods**

Period	Amount	Due Date	Status
01/01/24 to 31/03/24	73.79	02/01/24	Issued
01/04/24 to 30/06/24	73.79	02/04/24	Issued
01/07/24 to 30/09/24	68.52	01/07/24	To be Issued
01/10/24 to 31/12/24	68.52	01/10/24	To be Issued

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 20th May 2024

For Plan No. 638800J - Lot 708

4. CURRENT LEVY POSITION FOR LOT 708

Fund	Balance	Paid To
Administrative	\$1,363.24 DR *	31 December 2023
Maintenance Fund	\$150.21 DR *	31 December 2023
BALANCE	\$1,513.45 DR *	

* These amounts include penalty interest for outstanding levies.

5. SPECIAL LEVIES

There are currently no special levy fees due for Lot 708.

6. OTHER CHARGES

There are currently no additional charges payable by Lot 708 that relate to work performed by the owners corporation or some other act that incurs additional charge.

7. FUNDS HELD BY OWNERS CORPORATION

The owners corporation holds the following funds as at 20 May 2024:

Account / Fund	Amount
Administrative Fund	-3,534.01
Maintenance Fund	146,782.36
Investment Account	213,933.23
TOTAL FUNDS HELD AS AT 20 MAY 2024	\$357,181.58

8. INSURANCE

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

Policy

Policy No.	HU0006099021
Expiry Date	2-January-2025
Insurance Company	CHU Underwriting Agencies Pty Ltd
Broker	Honan Insurance Group
Premium	0.00

Cover Type

Common Area Contents	60,000.00
Damage (i.e. Building) Policy	60,000,000.00
Fidelity Guarantee Insurance	250,000.00
Government Audit Costs	25,000.00
Government Audit Costs - Appeal Expenses	100,000.00
Government Audit Costs - Legal Defense Expenses	50,000.00
Loss of Rent	9,000,000.00
Lot Owner's Fixtures and Improvements	250,000.00
Machinery Breakdown Insurance	100,000.00
Office Bearers Liability Insurance	5,000,000.00
Property, Death and Injury (Public Liability)	30,000,000.00
Voluntary Workers Insurance	200,000.00

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 20th May 2024

For Plan No. 638800J - Lot 708

9. CONTINGENT LIABILITIES

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

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting the common property.

11. AUTHORITIES OR DEALINGS AFFECTING COMMON PROPERTY

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

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee.

13. NOTICES OR ORDERS

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

14. CURRENT OR FUTURE PROCEEDINGS

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

15. APPOINTMENT OF AN ADMINISTRATOR

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

16. PROFESSIONAL MANAGER DETAILS

Name of Manager: Verticali Pty Ltd
ABN / ACN: 128 702 330
Address of Manager: Suite 2, 263-329 Lorimer Street Port Melbourne VIC Victoria 3207
Telephone: (03) 98639707
Facsimile:
E-mail Address: info@verticali.co

17. ADDITIONAL INFORMATION

The owners corporation provides the following information for the benefit of the purchaser:

Please contact the OC Manager with any queries regarding upcoming projects or scheduled maintenance.

OWNERS CORPORATION CERTIFICATE

(Continued)

As at 20th May 2024

For Plan No. 638800J - Lot 708

SIGNING

The common seal of Plan No. 638800J, was affixed and witnessed by and in the presence of the registered manager in accordance with Section 20(1) and Section 21(2A) of the Owners Corporations Act 2006.



Registered Manager

Full name: Richard Dennis

Company: Verticali Pty Ltd

Address of registered office: Suite 2, 263-329 Lorimer Street Port Melbourne VIC Victoria 3207

20/05/2024

Date



Common Seal
of Owners Corporation

**Notice under Section 78 (3) of
The Owners Corporations Act 2006**

**Owners Corporation Plan 638800J
Proximity Apartments.**

All the resolutions passed at the Annual General Meeting held on the 17th of April 2024 of the Owners Corporation are interim resolutions.

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 the 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 upon 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 the 28-day period.



**Proximity Apartments
Owners Corporation 638800J**

Minutes of the 2023 Annual General Meeting held:

Date: Wednesday the 17th of April 2024, 6:30 PM

Place: Season Botanic Gardens, 348 St Kilda Rd, Melbourne VIC 3004

1. OFFICE BEARERS

(a) To appoint a Chairman for the Meeting

Members resolved to appoint Mr Richard Dennis as Chairperson of the meeting.

Motion Moved: Lot 411

Motion Seconded: Lot 613

The Returning Officer declared the motion carried.

(b) To appoint a Returning Officer

Members resolved to appoint Mr Richard Dennis as the returning officer for the meeting.

Motion Moved: Lot 312

Motion Seconded: Lot 1101

The Returning Officer declared the motion carried.

2. REGISTRATION OF ATTENDANCE

(a) Members in attendance

The following members were recorded as present at the meeting.

Lot 310, Lot 411, Lot 814, Lot 1101, Lot 1102, Lot 302, Lot 515, Lot 804, Lot G01, Lot 312, Lot 406, Lot 909,
Lot 913, Lot 902, Lot 102, Lot 214

The following non-members were recorded as in attendance at the meeting:

Mr. Richard Dennis representing Verticali Pty Ltd.

PROXIES

Lot 608 to Bruce Board (Lot 1102), Lot 707 to Jarrod Walls (Lot 310)

APOLOGIES

The following apologies were received and tabled at the meeting:

Lot 504, Lot 613, Lot 1006, Lot 101

(b) Quorum

The Returning Officer tabled that a quorum for the meeting was not established. Refer to page 1 for information on interim resolutions.

3. VOTING PROCEDURE & MEETING PROTOCOL

Members resolved to adopt the procedure that voting at the Annual General Meeting is to be conducted by a show of voting cards on the basis of one vote per lot.

Motion Moved: Lot 310

Motion Seconded: Lot 312

The Returning Officer declared the motion carried.

4. CONFIRMATION OF PREVIOUS AGM MINUTES

Motion: Members resolved to accept the minutes of the last Annual General Meeting held 20/04/2023 as a true and correct record of that meeting.

Motion Moved: Lot 1101

Motion Seconded: Lot 310

The Returning Officer declared the motion carried.

5. CONSIDERATION OF REPORTS

(a) Chairpersons Report

Motion: Members resolved to accept the Chairpersons Report as tabled.

Motion Moved: Lot 312

Motion Seconded: Lot 814

The Returning Officer declared the motion carried.

(b) Owners Corporation Managers Report & OC Chairman's Report

Mr Richard Dennis tabled the Owners Corporation Managers report and OC Chairperson's report as read.

Motion: Members resolved to accept the report as tabled.

Motion Moved: Lot 411

Motion Seconded: Lot 814

The Returning Officer declared the motion carried.

(c) Dispute Resolution Report.

Mr Dennis tabled the Dispute resolution report for the period 01/01/2023-31/12/2023

Motion: Members resolved to accept the report as tabled.

Motion Moved: Lot 312

Motion Seconded: Lot 515

The Returning Officer declared the motion carried.

6. FINANCIAL MATTERS

Administration Fund

Motion: THAT the Administration Income and Expenditure Statement for the year ended 31st December 2023 as tabled be accepted. Richard provided members with an overview of the accounts and identified all budget overspends and the reason for each. Richard noted that there are several insurance claims related to common water leaks and a garage door repair that will settle in early 2024. Richard noted that there was a large underspend on minor building maintenance and that the committee has continued to look for ways to reduce building costs, including energy saving retrofits. No questions were raised by members.

Motion Moved: Lot 312

Motion Seconded: Lot 814

No objections were raised by members. The Returning Officer declared the motion carried.

Maintenance Fund

Motion: THAT the Maintenance Fund Income and Expenditure Statement for the year ended 31st December 2023 as tabled be accepted. Richard provided members with a summary of the expenditure for the year noting the capital replacement costs allocated to this account. No questions were raised by members.

Motion Moved: Lot 411

Motion Seconded: Lot 310

No objections were raised by members. The Returning Officer declared the motion carried.

Motion: THAT the proposed Administration Budget for the period 1st January 2024 to 31st December 2024 totalling \$499,400.00 (Inc. GST) as distributed be accepted. Richard noted that there is a budget decrease of approximately 1% due to the opening surplus in the Administration Fund. Members were satisfied with this proposal and thanked the committee for their work identifying OC cost savings. No further questions were raised by members.

Motion Moved: Lot 310

Motion Seconded: Lot 1101

No objections were raised by members. The Returning Officer declared the motion carried.

Motion: THAT the proposed Maintenance fund Budget for the period 1st January 2024 to 31st December 2024 totalling \$54,000 (Inc. GST) as distributed, a decrease of approx. 3.5% from 2023, be accepted. No questions were raised by members.

Motion Moved: Lot 804

Motion Seconded: Lot 1102
The Returning Officer declared the motion carried.

7. **PENALTY INTEREST ON ARREARS**

Motion: THAT pursuant to S.29 of the *Owners Corporations Act 2006*, the Owners Corporation on Plan No. 638800J will charge interest at the maximum rate of interest payable under the Penalty Interest Rate Act 1983 on any monies owed by a member to the Owners Corporation after the due date.

Motion Moved: Lot 1101

Motion Seconded: Lot 312

The Returning Officer declared the motion carried.

8. **COST RECOVERY**

Motion: THAT the Owners Corporation on Plan No 638800J resolve to recover outstanding Owners Corporation fees and charges by action in a Court of competent jurisdiction, including but not limited to the Magistrates Court and VCAT and THAT the Owners Corporation may recover as a debt due from the person, persons or company in default or breach, the costs, charges and expense incurred by the Owners Corporation (not including the personal time cost of any person acting in an honorary capacity, including the Chairperson or Committee Member of the Owners Corporation) arising out of any default or breach by any lot Owner or Occupier of a Lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporation Regulations 2018.

Motion Moved: Lot 608

Motion Seconded: Lot 1101

The Returning Officer declared the motion carried.

9. **INSURANCE**

To review the insurance currently held by the Owners Corporation

Underwriter	CHU
Policy Number	HU0006099021
Insured	Owners Corporation Plan 638800J
Expiry Date	2 nd January 2025 at 4:00PM
Situation	70 Queens Road Melbourne 3004
Sums Insured	\$60,000,000.00
Public Liability	\$30,000,000.00
Voluntary Workers	\$200,000
Management Committee Liability	\$1,000,000
Office Bearers Legal Liability	\$100,000
Appeal Expenses	\$150,000
Legal Defence Expenses	\$30,000.00

NOTE TO LOT OWNERS:

Members are advised that the Owners Corporation building policy does not provide protection for privately owned fixtures or fittings including carpets, curtains, blinds, and light fittings and any other electrical appliances which are not built into the lot and can be removed without interference to the electrical wiring regardless of the cause of damage, or the legal liability in respect to any negligence that occurs within the title area of the lot. It is therefore the responsibility of the landlord/lot owner to ensure adequate cover is in place. It is noted that for all insurance claims made on the policy the claimant pays the excess. Richard noted that a copy of the OC insurance Certificate of Currency (COC) along with other key OC documents (OC rules and meeting minutes) can be found on the owners portal and that owners can get their login details upon request to the manager.

GENERAL ADVICE WARNING

This advice may not be suitable for you because it is general advice.

We recommend that you refer to the Product Disclosure Statement provided to make your own assessment on whether the product satisfies your needs and objectives. If you require personal advice regarding your cover or sums insured, please contact Honan Insurance Brokers on 9947-4333.

INSURANCE DECLARATION

In accordance with the provisions of the current legislation we confirm that Honan Insurance Brokers share the fee they receive from the underwriter with Verticali Pty Ltd as a charge for services relating to the referral of business and the assistance in the management of insurance claims, management of the insurance policy, issuance of certificate of currencies and general insurance negotiations on behalf of owners. It is to be noted that the underwriter confirms the annual insurance premium is not reduced in the event the fee is removed.

Motion: To resolve to accept the tabled insurance policy.

Motion Moved: Lot 1102

Motion Seconded: Lot 814

The Returning Officer declared the motion carried.

10. ELECTIONS AND APPOINTMENTS.

(a) Committee of Management

Mr Richard Dennis tabled the following nominations for the 2024 Committee of Management.

Lot 310	Jarrold Walls
Lot 411	Tami Hassett
Lot 608	Eveline Hutton
Lot 613	Ian Willmott
Lot 814	Ian Thomson
Lot 1101	Dreda Charters-Wood
Lot 1102	Bruce Board

Motion: That the nominations tabled are accepted as the 2024 Committee of Management

Motion Moved: Lot 814

Motion Seconded: Lot 1102

The Returning Officer declared the motion carried.

(b) Instrument of Delegation

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

Motion Moved: Lot 814

Motion Seconded: Lot 312

The Returning Officer declared the motion carried.

(c) Instrument of Delegation to the Manager

Motion: THAT pursuant to Section 11 of the Owners Corporations Act 2006 the Owners Corporation delegate powers and functions to the Manager as set out in these minutes and the Contract of Appointment.

Motion Moved: Lot 310

Motion Seconded: Lot 312

The Returning Officer declared the motion carried.

Appointment of Manger

- (d) **Motion:** THAT Verticali Pty Ltd be appointed for a further 12-month term to manage the Owners Corporation, and that the execution of the Management Agreement be delegated to the Committee of Management and executed at the first scheduled Committee Meeting.

General Business

Louvre Defect Rectification Project-Update

Mr Richard Dennis provided members with an update on the defective louvre rectification project, noting that over the last 12 months he has been working with the OC committee and OC Chairman Bruce Board, Lot 1102, to prepare engineer designed and approved louvre brackets that could be used to manually operate the external louvre by an abseiler (external access) when the windows are cleaned. Richard noted that the purpose of the brackets is to reinforce the structural integrity of the louvres once the actuator (winder) is disconnected from the louvre. Richard noted that review and sign off from an engineer will indemnify the OC of potential liability. Richard presented pictures of the louvre bracket samples and also presented a video of the louvre brackets that were installed in February 2024 as part of a trial to show how the bracket mechanism works and can be set to either 90 degrees or 45 degrees by external abseil access.

Lot 1102 Bruce Board provided members with a detailed explanation of how the louvre bracket works mechanically and explained that the brackets consist of two telescoping cylindrical steel tubes connected by a pin. Bruce advised members that the current brackets are made of galvanised steel and that he and the committee are working with the engineers to refine the design of the bracket so that so that its more efficient, durable and easier to operate.

Bruce noted that the committee has engaged a fabricator that is capable of manufacturing the 100 (plus) brackets and that an abseiler has already inspected the façade of the building and measured the louvre sets as they vary in terms of louvre blades per set. Bruce noted that once the bracket design has been refined and approved by the engineer the brackets will be ordered and installed. Bruce advised members that a further update on this project would be provided once the louvre brackets have been manufactured and an installation date has been scheduled. Bruce reminded owners that the cost related to this work will be covered by the existing maintenance plan funds. No further questions were raised by members.

ACTION: Verticali to provide owners and agents with an update on the louvre project once an installation date has been confirmed.

Paint and Carpet Maintenance Project

Richard advised members that the painting project related to all common hallways, unit doors and the foyer was completed in early 2024 and that overall residents were helpful throughout the project. Richard noted that the replacement of the common hallway carpet (each level) is underway and scheduled to be completed before the end of April 2024. It was noted that the new carpet will be much easier to maintain and clean. Members tabled a vote of thanks to the OC committee for their management of the paint and carpet projects. Richard tabled pictures of the completed painting and carpet works. No further questions were raised by members.

Contractors List

Richard reminded members that a contractors list is available for owners' reference on MIMOR or upon request to the OC Manager. Richard noted that a maintenance reminder letter was issued to all owners/agents in Jan 2024, which reminded owners of their maintenance obligations. Richard noted that the discount maintenance offers for smoke alarms, private plumbing/drains and AC units will be rolled out again in 2024 (mid year).

Private Terrace AC Unit Servicing

Richard reminded members that the maintenance of all private AC units on unit terraces is the responsibility of the owner/agent. Richard noted that currently there is a heavy metal grate that covers the AC units which make access difficult and that a failure to regularly service the AC unit could represent a fire hazard. Richard noted that the OC committee and building manager has been working with Lot 310 to organise a pivot hinge gate design & proposal to make the access of the AC units much easier for the AC techs and for the owners. Lot 310, Jarrod Walls provided members with a summary of the hinge gate and some pictures were presented to members for reference. Lot 310 noted that the retrofit makes access to the AC unit much simpler. It was noted that once the hinge proposal has been finalised and priced by a contractor, an update would be issued to all owners/agents so that they can get the gate installed if they so choose (at each owner's expense).

ACTION: Verticali to provide owners/agents with an update on the AC unit pivot gate proposal once finalised and priced.

Private unit intercom upgrade proposal

Lot 310, Jarrod Walls advised members that he has been working with the OC committee and building management to organise quotes/proposals to upgrade common and private unit intercom systems so that they have greater functionality. Jarrod tabled two (2) quotes and the pros and cons for each of these proposals. Jarrod noted that is awaiting another quote and will report to the committee.

It was noted that the OC would pay to upgrade the common intercom system and each owner would pay to upgrade their private unit intercom. Jarrod advised members that he is waiting for further proposals and an update on this project would be provided to owners/agents once an intercom upgrade rollout plan has been organised by the OC committee. Members thanked Jarrod for his work on this project.

ACTION: Verticali to provide owners/agents with an update on the intercom upgrade project once a plan has been approved by the OC committee.

Vote of thanks to the OC Chairman, OC Committee and Building Management

Members tabled a vote of thanks to the appointed Committee Chairperson Bruce Board, the appointed OC Committee and Building Management for their work throughout 2023.

Meeting Close.

Mr Richard Dennis declared the meeting closed at 8:00 PM.

Victorian State-wide Cladding Audit



12 November 2018

OC Management Solutions Pty Ltd
Suite 304/63 Stead Street
SOUTH MELBOURNE VIC 3001

By email only: richard@ocmanagmentsolutions.com.au

Dear Richard,

70 Queens Road, Melbourne

The Victorian Building Authority (**VBA**) is leading the Victorian State-wide Cladding Audit on behalf of the Victorian Government. The project's focus is on reducing the fire safety risk of buildings found to have combustible cladding – such as expanded polystyrene (EPS) or aluminium composite panels (ACP) with a polyethylene / polymer core.

As part of the audit, an inspection was carried out on the above building. An expert panel (**the panel**) then assessed the results of this inspection on 18 July 2018, along with key fire safety elements of the building. The panel comprised a building surveyor (unlimited), fire safety engineer and representative of the Metropolitan Fire Brigade (**MFB**).

The role of the panel is to consider if combustible cladding significantly affects the safety of occupants and the public and provides recommendations to the Municipal Building Surveyor (**MBS**) on actions that may be required.

The panel did not identify any ACP or EPS on the building, therefore this building is out of scope for the State-wide Cladding Audit.

Please update occupants about the panel's findings. The VBA suggests that this letter and the attached brochure about fire safety tips for apartment balconies be distributed to occupants and displayed in the building.

It is the building owner's responsibility to ensure that all essential safety measures are maintained in a fully operational manner and records of maintenance are updated and available for inspection. It's also a good time to review the fire safety practices for the building. We recommend the following actions:

1. Ensure smoke alarms are in working order and are not obstructed, hindered or disabled.
2. Adopt good housekeeping measures to ensure combustible materials or waste are not stored at ground level, on balconies or near temporary fixtures such as blinds or awnings.

3. Ignition sources such as barbeques, heaters and smoking should be avoided on balconies or near combustible material.
4. Make sure fire doors are not blocked, obstructed or held open.
5. All occupants should be familiar with fire safety procedures and the building's evacuation plan.

Please discuss any fire safety concerns with the following authorities:

1. City of Port Phillip Building Department on 03 9209 6253
2. The MFB www.mfb.gov.au

In the event of a fire, occupants should call 000 immediately.

Find out more

The VBA understands that combustible cladding is a concerning issue. The VBA is committed to ensuring that this important issue is addressed for the safety of the community. You can find out more at www.vba.gov.au/cladding or by calling the VBA on 1300 815 127. We also encourage you to display fire safety posters in common areas and on noticeboards which you can find on our [resources for owners' corporations page](#).

Yours faithfully,



Peter Clark
Principal Building Surveyor
State-wide Cladding Audit



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006099021
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	02/01/2024 to 02/01/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 638800J
Situation	70 QUEENS ROAD MELBOURNE VIC 3000

Policies Selected

Policy 1 – Insured Property

Building: \$60,000,000
Common Area Contents: \$60,000
Loss of Rent & Temporary Accommodation (total payable): \$9,000,000

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers’ Legal Liability

Sum Insured: \$5,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000



Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is excluded.

Flood Exclusion

Despite anything contained elsewhere in Your Policy We will not pay for loss or damage caused by or arising directly or indirectly from Flood.

Flood means the covering of normally dry land by water that has escaped or been released from the normal confines of any of the following:

- a. a lake (whether or not it has been altered or modified);
- b. a river (whether or not it has been altered or modified);
- c. a creek (whether or not it has been altered or modified);
- d. another natural watercourse (whether or not it has been altered or modified);
- e. a reservoir;
- f. a canal;
- g. a dam.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

02/01/2024

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

RULES FOR OWNERS CORPORATION PS 638800J

1. Definitions

In these rules:-

- (a) **"Act"** means the Owners Corporation Act 2006 (Vic);
- (b) **"Building"** means the Development located on at 70 Queens Road, Melbourne;
- (c) **"Building Manager"** means the person appointed by the Owners Corporation to be the building manager for the purposes detailed in these rules;
- (d) **"Owners Corporation Manager"** means the person for the time being appointed by the Owners Corporation as the manager of the Owners Corporation;
- (e) **"Government Agency"** means any government or semi-government, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;
- (f) **"Land"** means the whole of the land described in the Plan;
- (g) **"Plan"** means Plan of Subdivision No. PS638800J;
- (h) **"Owners Corporation"** means owners corporation PS638800J;
- (i) **"Proprietor of a lot"** includes the owner of a lot and an occupier of that lot;
- (j) **"Regulations"** means Owners Corporation Regulations 2007;
- (k) **"Residential Lot"** means a lot intended to be used for residential purposes;
- (l) **"Security Key"** means a key, magnetic card or other device used to open and close doors, gates and locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;
- (m) Unless the context other requires:-
 - i. headings are for convenience only;
 - ii. words importing a gender include any gender;
 - iii. an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other Owners Corporation and any Governmental Agency;
 - iv. a reference to a person includes a reference to the person's executors, administration, succession, substitutes (including, without limitation, persons taking by novation) and assigns;
 - v. a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
 - vi. a reference to an Owners Corporation includes any elected committee of the Owners Corporation; and

- vii. a reference to a thing includes part of that thing.

The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. Health, safety and security

2.1. 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.

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

- (a) 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.
- (b) This rule does not apply to:-
 - i. chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
 - ii. any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

2.3. Waste disposal

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

2.4. Garbage

- (a) A Proprietor of a lot must not deposit or throw garbage onto the common property except into a receptacle or area specifically provided for that purpose.
- (b) A Proprietor of a lot must dispose of garbage in a manner specified by the Owners Corporation from time to time but otherwise:-
 - i. glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation;
 - ii. recyclable items, (without limitation, paper, cardboard and plastic) as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation.
 - iii. cardboard boxes and packaging must be broken down, tied with string, and neatly packed in the garbage area; and
 - iv. all other garbage must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property.

2.5. Consent of the Owners Corporation

A consent given by the Owners Corporation under these rules will, if applicable, be revocable and may be given subject to conditions that the Proprietor of the lot to which the consent or approval relates is responsible for compliance with.

2.6. Complaints and Applications

Any complaint or application to the Owners Corporation must be addressed in writing to the Owners Corporation Manager, or where there is no Owners Corporation Manager, the secretary of the Owners Corporation.

2.7. Use of Appurtenances

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

2.8. Infectious Diseases

In the event of any infectious diseases which may require notification by virtue of any statute, regulation or ordinances affecting any person in any lot, the Proprietor of the lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Owners Corporation Manager and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

2.9. Access to Lots

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

3. Management and administration

3.1. Metering of services and apportionment of costs of services

- (a) 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.
- (b) 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.
- (c) Subrule (ii) does not apply if the concession or rebate:-
 - i. 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
 - ii. is paid directly to the lot owner or occupier as a refund.

3.2. Security Keys

- (a) The Owners Corporation may charge a reasonable fee for any additional Security Key required by a Proprietor of a lot.
- (b) A Proprietor of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any other Proprietor of a lot and must use all reasonable endeavours including, without limitation, an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the Proprietor or the Owners Corporation.
- (c) A Proprietor of a lot in possession of a Security Key must not, without written consent from the Owners Corporation, duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another Proprietor and is not disposed of otherwise than by returning it to the Proprietor or the Owners Corporation.
- (d) A Proprietor of a lot must promptly notify the Owners Corporation Manager if a Security Key issued to it is lost or destroyed.
- (e) A proprietor of a lot must keep the Building Manager informed at all times of the names and the addresses and telephone numbers of all persons in possession of a Security Key so that the Building Manager may maintain a register of Security Key holders which is up to date at all times.

3.3. Fire Control

The building is designed in compliance with the Building Code of Australia as amended by the provisions of the Fire Engineering Report. Details of the "Building Owners Responsibility" summary report are contained in the Apartment Owners Manual. Therefore:-

- (a) a Proprietor of a lot must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escapes;
- (b) a Proprietor of a lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of its lot;
- (c) a Proprietor of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary; and
- (d) a Proprietor of a lot must comply with all fire safety requirements applicable to occupiers of the Building and the directions of all persons authorised to carry out the required procedures including allowing access to the lot for inspection and maintenance of Range Hood Exhaust Systems, smoke detectors and sprinkler systems, and other compliance issues.

4. Lots

4.1. Change of use of lots

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

4.2. Support and provision of services

Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Proprietor of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:-

- (a) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with; or
- (b) the structural and functional integrity of any part of the common property is impaired; or
- (c) The passage or provision of services through the lot or the common property is interfered with.

4.3. Cleaning and Repair of Lots, Balconies and Terraces

- (a) a Proprietor of a lot must keep that lot and any balcony or terrace used in conjunction with the lot clean and in good repair.
- (b) A Proprietor of a lot must ensure its car parking space(s) and nearby common property are free of oil and like substances. The Owners Corporation reserves the right to clean any common property near a Proprietor's space(s) which is stained by oil, petrol or a like substance and charge that Proprietor for the cost. The Owners Corporation will give fourteen (14) days notice of its intention to do such cleaning.

4.4. Signs, Blinds and Awnings

- (a) A Proprietor of a lot must not, without the prior written consent of the Owners Corporation, erect or affix any sign or notice to any part of the common property or within the lots so as to be visible from outside the lot unless approved by the Owners Corporation.
- (b) A Proprietor of a lot must not install or permit the installation of any window coverings other than roller blind and s-fold curtain specified by the Owners Corporation. Blinds should not be attached to the window frame under any circumstances.
- (c) A Proprietor of a lot must not install, or permit the installation of, any awnings other than as approved by the Owners Corporation.
- (d) Nothing in this rule 4.4 prohibits the Proprietor of a lot used as a restaurant, café or for other commercial purposes from affixing a sign to the common property provided the sign:-
 - i. is for the purpose of identifying the business carried on from the lot and the hours of operation of the business;
 - ii. complies with the requirements of all relevant authorities;
 - iii. is in the immediate vicinity of the lot; and
 - iv. is approved in writing by the holder of a lease or licence from the Owners Corporation of or relating to the particular area of the common property.

4.5. Appearance of a Lot

Without limiting any other of these rules, a Proprietor of a lot must not:-

- (a) without prior written consent of the Owners Corporation maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building and for the sake of clarity this includes window furnishings;
- (b) install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a lot without the prior written consent of the Owners Corporation;
- (c) operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building;

- (d) without the prior written consent of the Owners Corporation attach or hand from the exterior of the lot any aerial or any security device or wires;
- (e) install or operate any intruder alarm which emits an audible signal;
- (f) place, display or hand any chattel or item (including any item of clothing or any wind chimes) on or from a balcony or terrace forming part of the common property;
- (g) allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;
- (h) install any external wireless, television aerial, skydish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building;
- (i) install any air conditioning unit in a lot other than in a place nominated by the Owners Corporation; or
- (j) install any pipes, wiring, cables or the like to the external face of the Building.

4.6. Painting, Finishing, etc

A Proprietor of a lot must not paint, finish or otherwise alter the external façade of the Building.

4.7. Clothes Drying and Appearance of a Lot

A Proprietor of a lot must not place any washing, towel or other article on the common property or so as to be visible from the common property or from outside the Building without the written consent of the Owners Corporation.

4.8. Compliance with Laws

A Proprietor of a lot must at the Proprietor's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any Governmental Agency.

4.9. No Trade or Business in Residential Lots

The Proprietor of a residential lot must not use that lot or any part of the common property relating to residential lots for any trade business or profession nor permit other to do so unless:-

- (a) the person conducting the trade or business is a full time resident of the lot and only operates a home office;
- (b) the planning scheme governing the issue of that lot permits the trade or business to be carried on from that lot;
- (c) any requirements in respect of the trade or business stipulated by any relevant authority from time to time are complied with; and
- (d) the trade or business can be carried on, and is carried on, without causing undue nuisance to the Proprietors of other lots or greater security risk.

5. Use of common property

5.1. Use of common property

- (a) 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.

- (b) An owner or occupier of a lot must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.
- (c) An approval under subrule (b) may state a period for which the approval is granted.
- (d) 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.
- (e) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (d) must remove that animal.
- (f) Subrules (d) and (e) do not apply to an animal that assists a person with an impairment or disability.

5.2. Compliance with Rules by Invitees

- (a) A Proprietor of a lot must take all reasonable steps to ensure that its invitees comply with these rules and in default take all reasonable steps to ensure that its invitees leave the Building.
- (b) A Proprietor of a lot which is the subject of a lease or licence agreement must include in the lease or licence agreement an obligation of the lessee or licensee to observe these rules and must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.
- (c) A Proprietor of a lot shall ensure that, in the event of such Proprietor holding a function or party involving ten (10) or more guests, such Proprietor shall engage security at the front entrance to greet, admit and escort any invitee or guest to the appropriate lift bank and to maintain security during the period of the function. The Proprietor of a lot shall also, in such event, give notice of such function to the Building Manager and ensure that any security staff comply with the requests and directions of the Building Manager from time to time and behave appropriately and courteously to all other members of the Owners Corporation.
- (d) A Proprietor of a lot shall ensure that any selling or leasing agent engaged by such Proprietor shall not place any exhibit or advertising boards at the entry-way to the property in common areas or on the footpath at the entry-way to the property, in common areas or on the footpath at the entry-ways. Any such selling or leasing agent shall be required at any inspection time to ensure the front entry is manned as well as the respective apartment floor level lobby with personnel suitably attired at all times during any open for inspections or auction and to ensure that all persons attending such open for inspection or auction are escorted from the entry to the appropriate lift bank and from the lift lobby of the respective floor level to the relevant property open for inspection or auction.

5.3. 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; or
- (d) to be parked by a visitor to its lot to use other than those spaces allocated to its lot or to visitors.

5.4. Damage to common property

- (a) An owner or occupier of a lot must not damage or alter the common property without the written approval of the Owners Corporation.
- (b) 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.
- (c) An approval under subrule (a) or (b) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (d) 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.
- (e) The owner or person referred to in subrule (d) must keep any device, screen or barrier installed in good order and repair.
- (f) A Proprietor of a lot shall not mark, paint or otherwise damage or deface, any structure that forms part of the common property without the consent in writing of the Owners Corporation.
- (g) A Proprietor of a lot must not breach the fire regulations by installing unapproved dead locks or peep holes on any lot or common property that would void the Owners Corporation Insurance Policy.

5.5. Interference with Common Property or Services

- (a) A Proprietor of a lot must not, without the prior written consent of the Owners Corporation remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- (b) A Proprietor of a lot must not interfere with, alter or modify any of the common services in the Building or the operation of any plant and equipment owned by the Owners Corporation installed on the common property or in any of the lots.
- (c) A Proprietor of a lot must not modify any air conditioning, heating or ventilation system, or associated ducting, servicing that lot without the prior written consent of the Owners Corporation.
- (d) A Proprietor of a lot must not install nor permit the installation of covering to any storage area or storage lot other than as permitted by the Owners Corporation.
- (e) A Proprietor of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the Owners Corporation.
- (f) A Proprietor of a lot must not enter any plant room without the consent of the Owners Corporation.
- (g) A Proprietor of a lot must not do any act or thing or allow any act or thing to be done to the lot or the common property that may in any way damage or interfere with the use of cabling, line links, head ends, wiring conduits, boxes, wall plates, splitters and ancillary equipment ("the electronic cabling") installed or to be installed by Project Ascari Pty Ltd in the Building in order to provide telephone service, cable television, internet or other such telecommunications or electronic data or services. It is acknowledged that the electronic cabling remains the property of Project Ascari Pty Ltd.

- (h) A Proprietor of a lot must not do any act or thing to interfere with the fresh air supply, design and pressure equalisation of the Building and shall not place any obstruction or permanent door seal to the base of any apartment entry door.
- (i) A proprietor of a lot must not operate any barbeque or similar cooking appliance other than in an open, ventilated area or balcony. In all circumstances the Proprietor of a lot must not operate any gas barbeque in any winter garden area of any apartment unless strictly in accordance with a specific approval granted and which barbeque shall fully comply with any engineering requirements relating to reticulated gas supply, sprinkler protection, exhaust ducting, and flame failure shut-off valves. For the purposes of this rule, and without limiting the foregoing, under no circumstances shall a Proprietor of any lot operate a gas barbeque in a winter garden using a portable gas bottle.

5.6. Security of Common Property

A Proprietor of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

5.7. Notification of Defects

A Proprietor of a lot must promptly notify the Owners Corporation of the Owners Corporation Manager on becoming aware of any damage to, or defect in, the common property or any personal property vested in the Owners Corporation.

5.8. Compensation to Owners Corporation

The Proprietor of a lot shall compensate the Owners Corporation in respect of any damage to the common property or property vested in the Owners Corporation caused by that Proprietor or its respective tenants, licensees or invitees.

5.9. Restricted use of Common Property

- (a) The Owners Corporation may take measures to ensure the security, and to preserve the safety of, the common property and the lots affected by the Owners Corporation from fire or other hazards and without limitation may:-
 - i. close off any part of the common property not required for access to a lot on either a temporary basis, or otherwise restrict the access to, or use by, Proprietors of lots of any part of the common property;
 - ii. permit, to the exclusion of Proprietors of lots, any designated part of the common property to be used by any security person as a means of monitoring the security and general safety of the lots, either solely or in conjunction with other lots; and
 - iii. restrict, by means of key or other security device, the access of the Proprietors of lots on one level of the Building to any other level of the Building.
- (b) A Proprietor of a lot must abide by any actions taken by the Owners Corporation in accordance with rule 5.9 (a).

5.10. Vehicles on Common Property

A Proprietor of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto the common property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.

5.11. Storage of Bicycles

A Proprietor must not:-

- (a) permit any bicycle to be stored, kept or left other than in a storage area or a storage cage within a car park lot or part of the lot owned by the Proprietor of the lot or in the areas (if any) of the common property that may be designated by the Owners Corporation or the Owners Corporation Manager for such purposes from time to time; or
- (b) bring or permit any bicycle to be brought into a residential lot or a balcony; or
- (c) bring or permit any bicycle to be brought into the foyer, stairwells, hallways, garden areas, walkways or other parts of the common property except the basement car park levels.

5.12. Interference with Exclusive and Special Rights

- (a) A Proprietor of a lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party.
- (b) A Proprietor of a lot must not interfere with or obstruct the Owners Corporation Manager from performing its duties under any building management agreement entered into from time to time.

5.13. Building Works

- (a) A Proprietor of a lot must not undertake any building works within or about or relating to a lot or on or to common property including without limiting the generality of the foregoing the removal of walls between the lots or the installation of cages in storage areas or which affect the external appearance of the Building or any of the common property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Building except in accordance with the following requirements:-
 - i. such building works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Owners Corporation Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof;
 - ii. the Proprietor of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Proprietors; and
 - iii. in the case of a storage unit within a lot the works must comply with the standard storage unit details as approved by the Owners Corporation.
- (b) The Proprietor of a lot must not proceed with any such works until the Proprietor:-
 - i. submits to the Owners Corporation plans and specifications of any works proposed by the Proprietor;
 - ii. supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Building, do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
 - iii. Receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which may include the costs of a building practitioner engaged by the Owners Corporation to consider such plans and specifications) of giving such consent including any additional costs incurred by the Owners Corporation in respect of extra work required to be undertaken by the Owners Corporation Manager and the legal costs relating to the preparation of a Building Works Agreement if the Owners Corporation considers such an Agreement to

be necessary are to be paid by the Proprietor and such approval shall not be effective until such costs have been paid; and

- iv. Pays such reasonable costs to the Owners Corporation.
- (c) The Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works comply with the property and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the common property, on-site management and building protection and hours of work (and the main Building entrance and foyer must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation gives written consent to do so) and that such servants agent and contractors are supervised in the carrying out of such works so as to minimise any damage or to dirtying of the common property and the services therein.
- (d) Without limiting the generality of the foregoing, the Proprietor of a lot must not use hammer drills or jack hammers in a lot on weekends or public holidays or between the hours of 4pm to 9am on weekdays. Without limiting the rule of 5.13 (c), the Proprietor of a lot must ensure that the Proprietor and the Proprietor's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:-
 - i. building material must not be stacked or stored in the front side or rear of the building;
 - ii. scaffolding must not be erected on the common property or the exterior of the Building;
 - iii. construction work must comply with all laws of the relevant Government Agencies;
 - iv. the exterior and the common property of the Building must at all times be maintained in a clean tidy and safe state; and
 - v. construction vehicles and construction workers' vehicles must not be brought into, or parked in, the common property.
- (e) Before any of the Proprietor's works commence the Proprietor must:-
 - i. cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
 - ii. deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.
- (f) Access shall not be available to other lots on the Plan or the common property on the Plan for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor of the relevant lot or of the Owners Corporation in the case of the common property.
- (g) The Proprietor of a lot shall immediately make good all damage to, and dirtying of, the Building, the common property, the services thereof or any fixtures fittings and finishes which are caused by such works. If the Proprietor fails to immediately do so the Owners Corporation may in its absolute discretion (or if the Proprietor fails to do so within a reasonable period of time) make good the damage and dirtying and in the event the Proprietor shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

5.14. Selling and Leasing

A Proprietor of a lot must not allow erection of any for sale or for lease boards on the common property.

5.15. Proprietors Moving Furniture and other Articles

- (a) Proprietors moving furniture and other articles likely to cause damage or obstructions through the common property must not:-
- i. do so without notifying the Building Manager at least 48 hours prior to the proposed move and without receiving approval from the Building Manager for the day and time of the proposed move;
 - ii. do so on a Sunday or public holiday;
 - iii. do so on a Saturday without paying the fee set by the Owners Corporation for the overtime attendance of the Building Manager or other security personnel;
 - iv. permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Building Manager;
 - v. permit any furniture or other articles to be brought into or out of the Building other than via the goods hoist or goods lift or basement loading dock;
 - vi. permit any vehicles to restrict access to the car park;
 - vii. permit any carriers to enter the Building other than via the loading dock;
 - viii. conduct operations so as to unduly restrict access of other Proprietors of a lot to the lifts or lobbies or restrict access to fire escapes;
 - ix. place any furniture or items in a lift other than that specified by the Building Manager and, in any event, not until protective covers have been placed in the lift by the Building Manager;
 - x. permit any furniture or other items to come into contact in any way with the lift doors, including static contact or leaning or stacking against the door; or
 - xi. damage the common property.

Proprietors moving in or out of the Building will be liable to the Owners Corporation for any damage caused to the Building in doing so. If any amount to be paid by a Proprietor of the lot moving in or out is not paid within 14 days of the date of moving (and that Proprietor of the lot is not the owner of the lot), then the Owners Corporation may recover the amount owed from the owner of the lot.

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

- (a) 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.
- (b) Subrule (a) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

6.3. Behaviour by Proprietors

- (a) A Proprietor of a lot must not wash any motor vehicle in a lot or on common property.
- (b) A Proprietor of a lot when on common property, or on any part of a lot so as to be visible from another lot or from common property, must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor of another lot or to any person lawfully using common property.
- (c) A Proprietor of a lot must not smoke in the stairwells, lifts, foyers, car park lobbies, loading docks or areas set aside for plant and storage within the common property, or such other parts of the common property as the Owners Corporation or its Owners Corporation Manager may designate from time to time.
- (d) A Proprietor of a lot must not and must not permit any persons under its control to play on any part of the common property or, being a child, unless accompanied by an adult, to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.
- (e) A Proprietor of a lot must not and must not permit any person under its control to use on the common property any skateboards, roller skates or roller blades.
- (f) A Proprietor of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in the common property.
- (g) A Proprietor of a lot must not and must not permit persons under its control to consume alcohol on or take glassware onto the common property.

7. Dispute resolution

- 7.1. The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the Owners Corporation.
- 7.2. The party making the complaint must prepare a written statement in the approved form.
- 7.3. If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- 7.4. 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.
- 7.5. The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- 7.6. A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 7.7. If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.
- 7.8. This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

8. Pets and Animals

- 8.1. A Proprietor of a lot may only keep an animal on its lot with the consent of the Owners Corporation, which consent, shall not be reasonably withheld. For the sake of clarity, under no circumstances shall any Proprietor of a lot have more than two (2) pets and no canine pet shall be greater than 10kg in weight.

- 8.2. If any animal causes a nuisance the Owners Corporation may give notice to remove the animal from a lot or the common property (or both). The Proprietor must remove the animal from a lot or the common property immediately upon receipt of the notice from the Owners Corporation Manager.
- 8.3. A Proprietor of a lot must ensure that any animal in its control does not urinate or defecate on the common property, including internal courtyards, and must clean up immediately any mess caused by its animal.
- 8.4. A Proprietor of a lot must ensure that any animal in its control is kept on a lead, carried or in a cage whilst on the common property.
- 8.5. A Proprietor of a lot must ensure that animals enter and leave the Building through the car park levels or the basement and not through the main entrance foyer.
- 8.6. Rules 8.1 does not apply to an animal which assists a person with an impairment or disability, however, the Owners Corporation may require the owner of such animal to take reasonable steps to prevent the occurrence of any nuisance and/or damage in accordance with these Rules.

9. Project Ascari Pty Ltd

Notwithstanding anything to the contrary herein contained, so long as Project Ascari Pty Ltd is a member or occupier and is an owner of a lot in any stage in the Plan, then these rules shall not in any way whatsoever apply to or be enforceable against Project Ascari Pty Ltd where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that Project Ascari Pty Ltd may be engaged in, or appoint qualified contractors for, and which it may need to carry out in order to complete construction of the Building and facilities comprised in the Plan in any stage. For the purposes of this rule 9, Project Ascari Pty Ltd shall be entitled to programme the completion of any and all parts of the Building at its absolute discretion.

10. Insurance Premiums

A Proprietor of a lot must not, without prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate or suspend any insurance policy or cover or increase the premium for any insurance policy effected by the Owners Corporation or another lot owner.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

Your Ref: CTPI/03487/2023
Enquiries to Building: 03 9209 6253
Building Regulations 2018: Part 4 – Building Permits r51(1)



04 October 2023

The Trustee For Vlrs Trust (Web Certificates)
Level 1, Casselden Place/2 Lonsdale Street
MELBOURNE VIC 3000

St Kilda Town Hall
99a Carlisle Street
St Kilda
Victoria 3182

portphillip.vic.gov.au

ASSIST Customer Service
03 9209 6777

Dear Sir/Madam,

RE: Building Information Details for 708/70 QUEENS ROAD MELBOURNE VIC 3004

I refer to your property enquiry concerning the above property and advise the following:

There are no Building Permits issued for this property within the last 10 years.

There are no Certificates of Final Inspection issued for this property within the last 10 years.

The following Occupancy Permits have been issued for this property:

Council Reference Number	Date Issued
P/187/2011/6	31 Jan 2014

There are no outstanding Building Notices or Building Orders for this property.

For enquiries, please contact the Building Helpdesk on 9209 6253.

For copies of plans and documents, please call Building Records on 9209 6242 to lodge an application (please note application charges apply).

Yours sincerely,

A handwritten signature in blue ink, appearing to read 'Bill Yannelis'.

Bill Yannelis
Municipal Building Surveyor

Residential Rental Agreement

no more than 5 years

Residential Tenancies Act 1997 (Section 26(1))

Residential Tenancies Regulations 2021 (Regulation 10(1))

- This is your residential rental agreement. It is a binding contract under the ***Residential Tenancies Act 1997*** (the Act).
- Parts A, B, C and E are the terms of your agreement. Part D is a summary of your rights and obligations.
- Do not sign this agreement if there is anything in it that you do not understand.
- Please refer to [Renters Guide](#) for details about your rights and responsibility.
- For further information, visit the renting section of the Consumer Affairs Victoria (CAV) website at www.consumer.vic.gov.au/renting or call 1300 558 181.

PART A – BASIC TERMS

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

1. Date of agreement

This is the date the agreement is signed: 11 / 10 / 2021

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

Street: 708/70 Queens Road
 Suburb: Melbourne State: VIC Postcode: 3004

3. Rental provider's details

Full name or Company name: Earl Rowland
 ABN/ACN (if applicable): _____

(Please fill out details below where no agent is acting for the rental provider)

Address: _____
 State: _____ Postcode: _____
 Phone number: _____ Email: _____

Full name or Company name: _____
 ABN/ACN (if applicable): _____

(Please fill out details below where no agent is acting for the rental provider)

Address: _____
 State: _____ Postcode: _____
 Phone number: _____ Email: _____

Rental provider's agent's details

Full name: Rothmans Property Group
 Trading name: Rent Exchange
 Address: 416 High Street
Kew State: VIC Postcode: 3101
 Phone number: 03 9276 5900 ABN/ACN (if applicable): 77079123336
 Email address: info@rentexchange.com.au

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**: Megumi Ono

Current address: 708/70 Queens Rd, Melbourne

State: VIC Postcode: 3004

Phone number: ***** ABN/ACN: Email: magoo.ono1@gmail.com

Full name of **renter 2**:

Current address:

State: Postcode:

Phone number: Email:

Full name of **renter 3**:

Current address:

State: Postcode:

Phone number: Email:

Full name of **renter 4**:

Current address:

State: Postcode:

Phone number: Email:

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

5. Length of the agreement

☒ Fixed term agreement

6 Months

Start date: 07 / 11 / 2021

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

End date: 06 / 05 / 2022

☐ Periodic agreement (monthly)

Start date:

Note: A periodic (e.g. month by month) rental agreement will be formed at the end of the fixed term agreement if the renter and rental provider do not sign a new fixed term agreement and the renter stays in the property.

6. Rent

Rent amount (\$) (payable in advance) \$1,390.00

To be paid per ☐ week ☐ fortnight ☒ calendar month

Day rent is to be paid 7th Day of Each Month

(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.
- The maximum bond is 1 months' rent (unless the rent is more than \$900 per week). In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit.
- The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA) within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.
- If the renter does not receive a receipt within 15 business days of paying the bond, they can email the RTBA at rtba@justice.vic.gov.au, or call the RTBA at 1300 13 71 64.

Bond amount (\$) \$1,825.00

Date bond payment due:

PART B – STANDARD TERMS**8. Rental provider's preferred methods of rent payment**

- The rental provider must permit a fee-free method (other than the renter's own bank fees) payment and must allow the renter to use Centrepay or another form of electronic funds transfer.
- The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick available methods of rent payment)

☐ direct deposit ☐ bank deposit ☐ cash ☐ cheque or money order

☐ other electronic form of payment, including Centrepay _____

Payment details: Provided at the beginning of the tenancy.

~~BSB no. 0933376 Account no. 650415520~~
~~Account name Rothmans Property Group Pty Ltd Trust Account~~
~~Payment reference~~
9. Service of notices and other documents by electronic methods

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

Rental provider 1: ☒ yes ☐ noRental provider 2: ☐ yes ☐ 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 ☐ noRenter 2: ☐ yes ☐ noRenter 3: ☐ yes ☐ noRenter 4: ☐ yes ☐ no

(The option to consent should be provided to each renter who is party to the agreement)

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 Rent ExchangeEmergency contact phone number 0424 184 014Emergency contact email address info@rentexchange.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 professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation (formerly body corporate)

Do owners corporation rules apply to the premises? (Rental provider to tick as appropriate)

☐ no ☒ yes

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

13. Condition report

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

(Rental provider to tick as appropriate)

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

PART C – SAFETY-RELATED ACTIVITIES**14. Electrical safety checks**

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

15. Gas safety activities

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

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

16. Smoke alarm safety activities

- (a) The rental provider must ensure that:
 - (i) any smoke alarm is correctly installed and in working condition; and
 - (ii) any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months; and
 - (iii) the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

- (c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:
 - (i) Information about how each smoke alarm in the rented premises operates;
 - (ii) Information about how to test each smoke alarm in the rented premises;
 - (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

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

17. Swimming pool barrier safety activities

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

- (a) The rental provider must ensure that the 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 swimming pool safety activities

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

- (a) The renter must not 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.

- (a) If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.
- (b) The water tank must be full and clean at the commencement of the agreement.

PART D – RIGHTS AND OBLIGATIONS

This is a summary of selected rights and obligations of renters and rental providers under the ***Residential Tenancies Act 1997*** (the Act). Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

Use of the premises

The renter:

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

Condition of the premises

The rental provider:

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

The renter:

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

Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

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
 - a personal safety intervention order.

Repairs

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

Urgent Repairs

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

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

The rental provider must carry out urgent repairs after being notified.

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

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

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

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

Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of:
 - damage to the premises.
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in a reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within **14 days** of receiving notice of the need for repair.

Assignment or sub-letting

The renter:

- must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider.

The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

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

Rent

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

PART E - ADDITIONAL TERMS

21. Further Details (if any)

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

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

Note: If you need extra space, attach a separate sheet. Both the rental provider and renter should sign and date all attachments.

Access and entry

- The rental provider may enter the premises:
 - at any time, if the renter has agreed within the last 7 days.
 - to do an inspection, but not more than once every 6 months.
 - to comply with the rental provider's duties under the Act.
 - to show the premises or conduct an open inspection to sell, rent or value the premises.
 - to take images or video for advertising a property that is for sale or rent.
 - if they believe the renter has failed to follow their duties under the Act.
 - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

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.

Additional General Terms**21.1 Residential Tenancies Act 1997**

- (a) All provisions of this agreement are subject to the *Residential Tenancies Act 1997* (Victoria) ('Act').
- (b) If there is any inconsistency between a provision of this agreement and the Act, unless the Act permits otherwise, the Act will prevail.

21.2 Renter's obligations

The renter must not:

- (a) use the premises for any other use than its place of residence;
- (b) permit, cause or use the premises for any illegal or unauthorised purpose;
- (c) damage the premises or permit or allow any of its invitees to damage the premises;
- (d) make any modifications or alterations to the premises without the rental provider's written consent unless the modification or alterations are prescribed under the act. The rental provider must comply with the Act in granting or refusing its consent.
- (e) use any of the rental provider's fixtures or fittings for any other use than the intended use;
- (f) cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;
- (g) park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area agreed to by the rental provider;
- (h) use any machinery or equipment owned by the rental provider and left on the premises other than in accordance with the rental provider's or manufacturer's instructions;
- (i) permit any other person than the persons agreed by the rental provider to remain on the premises for more than 14 days;
- (j) smoke or permit any invitee to smoke within the premises;
- (k) without the consent of the rental provider:
 - (i) affix any satellite dishes, television cables or antennas to the premises;
 - (ii) install any air-conditioning units on the premises; or
 - (iii) alter, replace or remove any locks and security devices to the premises other than on the letterbox, and the rental provider must comply with the Act in granting or refusing its consent and it may provide as a condition of consent and that the renter returns the premises to its original condition at the end of the tenancy or that any modification be completed by a suitably qualified person or that the renter pay an additional amount of bond.

21.3 Maintenance and repairs

- (a) The renter must:
 - (i) keep the premises in good condition and repair (subject to reasonable wear and tear);
 - (ii) replace at its cost all blown or damaged light bulbs and fluorescence tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;
 - (iii) make good any damage to the premises caused by the renter or its invitees;
 - (iv) keep the premises clear of any rubbish;
 - (v) dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;
 - (vi) regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement; and
 - (vii) keep all drains cleared of any blockages and not do anything which may damage any plumbing or block any drains.

21.4 Owners Corporation

- (a) If the *Owners Corporation Act 2006* (Victoria) applies to this agreement the rental provider must give the renter a copy of the rules of the owners corporation at the commencement of the tenancy.
- (b) The renter must comply with the rules of the owners corporation at all times during the tenancy.

Additional General Terms**21.5 End of occupancy**

At the expiration or earlier determination of this agreement, the renter must:

- (a) deliver vacant possession of the premises to the rental provider;
- (b) deliver to the rental provider or its agent all keys and security devices;
- (c) leave the premises in the same conditions (fair wear and tear excepted) as set out in the condition report; and
- (d) remove all of the renter's premises and belongings (including fixtures and modifications where required) from the premises and rectify any damage (at the renter's cost) caused by such removal.

21.6 Insurance

- (a) In relation to insurance policies taken out by the rental provider in respect of the Premises, the renter must not do any act or omission which would make an insurance policy invalid.
- (b) The renter acknowledges that it will be responsible to insure its contents (at its own cost).

21.7 Release

- (a) The renter releases the rental provider from any claims, losses, liabilities and/or expenses ('Loss') the renter suffers in connection with the premises or arising out of this agreement, unless such Loss is caused by the rental provider or its agent or someone acting on their behalf.
- (b) The release provided by the renter survives the expiration or termination of this agreement.

21.8 Privacy

- (a) As part of the rental provider leasing the premises to the renter, the renter will be required to give the rental provider or its agent Personal Information (as defined in the *Privacy Act 1998* (Cth)).
- (b) Subject to the *Privacy Act 1998* (Cth), the renter consents to providing such information and permits the rental provider and/or its agent to disclose the information to third parties.
- (c) If the rental provider or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1998* (Cth), upon request from the renter, the rental provider or its agent must provide the renter with a copy of its privacy policy.

21.9 Counterparts and Execution

- (a) This agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant document.
- (b) A copy of an original executed counterpart sent by facsimile machine, email or link emailed:
 - (i) must be treated as an original counterpart;
 - (ii) is sufficient evidence of the execution of the original; and
 - (iii) may be produced in evidence for all purposes in place of the original.
- (c) Each party consents to this agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.
- (d) Without limiting **clause 39(c)**, the parties acknowledge and agree that electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:
 - (i) computer generated;
 - (ii) by computer pen;
 - (iii) by a typed mark or name; or
 - (iv) physically signed on paper and scanned electronically.
- (e) The parties to this agreement agree that, despite any other clause of this agreement and despite custom, practice or code otherwise followed in respect of similar documents to this agreement, if executed electronically this agreement:
 - (i) is made on its execution by all parties to it (including electronic signature);
 - (ii) need not be executed and exchanged in counterparts; and
 - (iii) constitutes an original document in an electronic format.

Additional General Terms



21.10 Additional Terms

22. Signatures

This agreement is made under the **Residential Tenancies Act 1997**.
Before signing you must read **Part D–Rights and Obligations** in this form which outlines your rights and obligations.

Rental provider

Signature of rental provider 1	Signature of rental provider 2
<div>Earl Rowland</div>	
Dated 26 October 2021 09:35 AEDT	Dated

Renter

All renters listed must sign this residential rental agreement.

Signature of renter 1	Signature of renter 2
<div>Megumi Ono</div>	
Dated 12 October 2021 11:09 AEDT	Dated
Signature of renter 3	Signature of renter 4
Dated	Dated

Note: Each renter who is a party to the agreement must sign and date here. If there are more than 4 renters, include details on an extra page.



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Conveyancing Professionals Pty Ltd C/- Triconvey (Reseller)
77 Castlereagh Street
SYDNEY 2000
AUSTRALIA

Client Reference: 62480

NO PROPOSALS. As at the 11th October 2023, 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 708, 70 QUEENS ROAD, MELBOURNE 3004
CITY OF PORT PHILLIP

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: 11th October 2023

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 70454253 - 70454253182728 '62480'