

VENDOR: Colin William Blenkinsop & Julie Blenkinsop

PROPERTY: Unit 1202/ Level 12/22 Coromandel Place , Melbourne 3000

**DUE DILIGENCE CHECKLIST
CONTRACT OF SALE
AND
SECTION 32 STATEMENT**

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Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which

affect your ability to remove native vegetation on private property.

- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the

land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

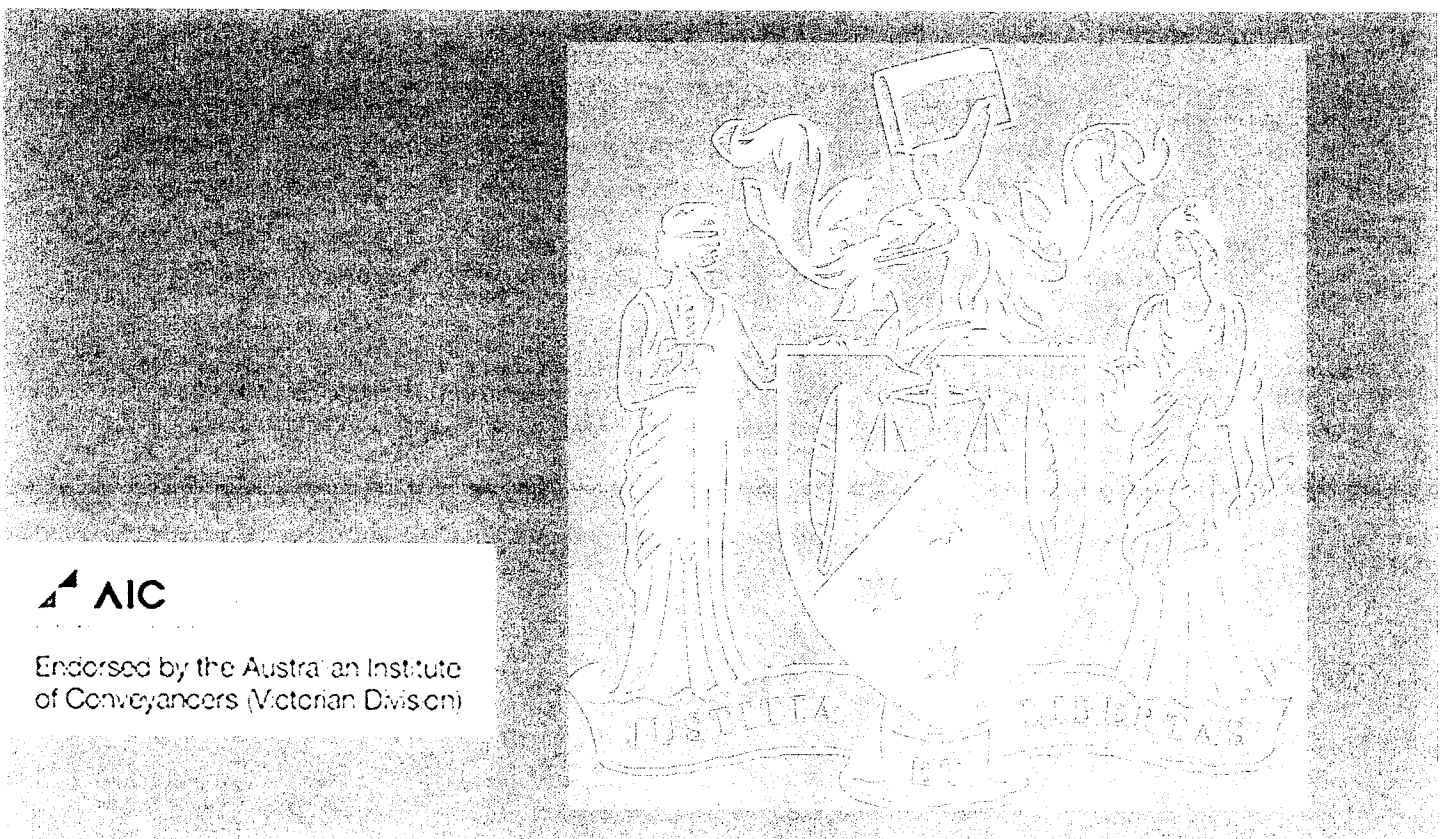
Do you know your rights when buying a property?

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

Contract of sale of land

Property: Unit 1202/ Level 12/22 Coromandel Place , Melbourne 3000

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

Cooling-off period (Section 31 of the *Sale of Land Act 1962*)

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) of the *Sale of Land Act 1962*)

You may negotiate with the vendor about the amount of the deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.

A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.

The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor

Approval

This contract is approved as a standard form of contract under section 53A of the *Estate Agents Act 1980* by the Law Institute of Victoria Limited. The Law Institute of Victoria Limited is authorised to approve this form under the *Legal Profession Uniform Law Application Act 2014*.

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WARNING TO ESTATE AGENTS

DO NOT USE THIS CONTRACT FOR SALES OF 'OFF THE PLAN' PROPERTIES UNLESS IT HAS BEEN PREPARED BY A LEGAL PRACTITIONER

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:

..... on/ /2024

Print name(s) of person(s) signing:

.....

State nature of authority, if applicable:

This offer will lapse unless accepted within [] clear business days (3 clear business days if none specified) In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/ /2024

Print name(s) of person(s) signing: COLIN WILLIAM BLENKINSOP AND JULIE BLENKINSOP

.....

State nature of authority, if applicable:

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

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General conditions

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Particulars of sale

Vendor's estate agent

Name: Langwell Harper
Address: 416 High Street, Kew, VIC 3101
Email: peterd@langwellharper.com.au

Tel: (03) 9276 5900 Mob: 0413 757 357 Fax: Ref: Peter Daicos

Vendor

Name: COLIN WILLIAM BLENKINSOP AND JULIE BLENKINSOP

Vendor's legal practitioner or conveyancer

Name: Costanzo Lawyers
Address: 2, 261-265 Blackburn Road, Doncaster East VIC 3109
Email: connie@costanzolawyers.com.au

Tel: (03) 9894 5888 Mob: Fax: (03) 9894 5588 Ref: CC:24/0356

Purchaser's estate agent

Name:
Address:
Email:
Tel: Mob: Fax: Ref:

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

Name:
Address:
Email:
Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference		being lot	on plan
Volume	11299	Folio 349	1202 PS 634060V
Volume		Folio	

If no title or plan references in the table, the land is as described in the section 32 statement or the register search statement and the document referred to as the diagram location in the register search statement attached to the section 32 statement

The land includes all improvements and fixtures.

Property address

The address of the land is **Unit 1202/ Level 12/22 Coromandel Place , Melbourne 3000**

Goods sold with the land (general condition 6.3(f)) all fixed floor coverings window furnishings and electric light fittings

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2, the price includes GST (if any), unless the next box is checked

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)**is due on**

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

- the above date; and
- the 14th day after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

Lease (general condition 5.1)

☒ At settlement the purchaser is entitled to vacant possession of the property unless the box is checked, in which case the property is sold subject to*:

(*only one of the boxes below should be checked after carefully reading any applicable lease or tenancy document)

- ☐ a lease for a term ending on with options to renew, each of years
- OR
- ☒ a residential tenancy for a fixed term – see attached lease
- OR
- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

☐ This contract is subject to a loan being approved and the following details apply if the box is checked:

Lender:

(or another lender chosen by the purchaser)

Loan amount: no more than

Approval date:

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special conditions

Instructions: *It is recommended that when adding special conditions:*

- *each special condition is numbered;*
- *the parties initial each page containing special conditions;*
- *a line is drawn through any blank space remaining on the last page; and*
- *attach additional pages if there is not enough space.*

- ☒ **GC 23 – special condition**
For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.
- ☒ **GC 28 – special condition**
General condition 28 does not apply to any amounts to which section 10G or 10H of the Sale of Land Act 1962 applies.

SPECIAL CONDITIONS

1. Definitions and Interpretation

1.1 Definitions

In this Contract, capitalized terms have the meaning given to them in the Particulars of Sale and unless the context requires otherwise:

- (a) *Authority* means any federal, State or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the Law;
- (b) *Building Act* means the *Building Act 1993 (Vic)*
- (c) *Building Law* means the Building Act, the Building Regulations, the Building Code of Australia, any repealed laws under which any improvements on the land were constructed and any other Laws or the requirements of any Authority in relation to any improvements on the Land or any alterations or additions to those improvements;
- (d) *Building Regulations* means the *Building Regulations 1994 (Vic)*;
- (e) *Business Day* means a day other than a Saturday, Sunday or public holiday in Melbourne;
- (f) *Claim* includes any objection, requisition, set-off or claim for compensation or damages against the Vendor, delay in settlement, reduction, withholding or delay in payment of the Price or rescission or termination of this Contract or any attempt to do so;
- (g) *Contract* means this contract of sale of real estate and includes any annexures and schedules;
- (h) *FIRB* means the Foreign Investment Review Board;
- (i) *Guarantee and Indemnity* means a guarantee in the form annexed to this contract;
- (j) *Law* includes any statute, rule regulation, proclamation, ordinance or by law (whether present or future);
- (k) *Particulars of Sale* means the particulars of sale attached to and forming part of this Contract;

- (l) *Sale of Land Act* means the *Sale of Land Act 1962 (Vic)*;
- (m) *Settlement or Settlement date* means the date on which this Contract is actually completed by the parties; and
- (n) *Vendor's Statement* means the statement made by the Vendor under section 32 of the Sale of Land Act, which is attached to and forms part of this Contract

1.2 Interpretation:

In the interpretation of this Contract, unless the context otherwise requires:

- (a) The headings are inserted only as a matter of convenience and do not affect the interpretation of this Contract;
- (b) The singular includes the plural and vice versa and words of one gender include the other genders;
- (c) Where two or more persons are named as a party to this Contract, the representations, warranties covenants, obligations and rights given, entered into or conferred (as the case may be) bind them jointly and each of them severally;
- (d) A reference to any part to this Contract or any document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;
- (e) Where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (f) Person includes a natural person, corporation body corporate, unincorporated association, firm or an authority or body (whether it be any government, semi government, municipal statutory or other authority or body);
- (g) A reference to any legislation or legislative provision includes any statutory modification or re-enactment or legislative provision substituted for, and any subordinate legislation issued under, the legislation of the legislative provision;
- (h) A reference to any agreement or document is to that agreement or document (and where applicable), any of its provisions as varied, amended novated supplemented or replace from time to time;
- (i) A reference to *include* or *including* means includes without limitation, or including, without limitation respectively;

- (j) Anything includes each part of it;
- (k) Any reference to time in this Contract is a reference to time in Melbourne; and
- (l) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract

2. Amendments to General Conditions

2.1 General condition 23 – Adjustments

General condition 23.4 is added:

23.4 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 23

2.2 General Condition 31- Loss or damage before settlement

General Condition 31.4, 31.5 and 31.6 are deleted

3. Electronic Conveyancing

3.1 Settlement and lodgment of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This special condition 3 has priority over any other provision to the extent of any inconsistency.

3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special Condition 3 ceases to apply from when such a notice is given

3.3 Each party must:

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

3.4 The Vendor must open the Electronic Workspace (“the workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

3.5 Settlement occurs when the workspace records that:

- (a) The exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become the registered proprietor of the land have been accepted for electronic lodgement;

3.6 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 settlement does not occur on the nominated settlement time, then, settlement in accordance with special condition 3.5, has not occurred by 4.00pm, or 6.00pm of the nominated time for settlement is after 4.00pm

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

3.8 The Vendor must before settlement:

- (a) Deliver any keys security devices and codes (“keys”) to the estate agent named in the contract;
- (b) Direct the estate agent to give the keys to the purchaser or the purchase’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) give or direct its subscriber to give all those documents and items and any such keys to the purchaser or the purchaser's nominee notification by the Electronic Network Operator of settlement.

4. Acknowledgements

4.1 Disclosure

The Purchaser acknowledges receiving the Vendors Statement prior to signing of this Contract or any other documents relating to this sale

4.2 Estate Agents Act 1980 (Vic)

- (a) The Purchaser acknowledges that it received a copy of this Contract at the time of execution of this Contract.
- (b) The Purchaser warrants that it has not received any promise from the Vendors Estate Agent (or any person acting on behalf of the Vendor's Estate Agent) in relation to obtaining a loan for the purchase of the Land.

4.3 Auction Sale

If the land is offered for sale by auction, it will be subject to the Vendors reserve price. The rules for the conduct of the auction shall be set in Schedule 1 to the *Sale of Land Regulations 2005* (Vic) or any rules prescribed by regulation which modify or replace those Rules

5. Identity of Land

5.1 Purchaser's Admissions

Without limiting the generality of General Conditions 9, the Purchaser admits, agrees and accepts that:

- (a) Any boundary fence or wall is correctly located in the title boundary of the Land:
and
- (b) All structures or improvements on the Land are contained wholly within the title boundaries and no structure or improvement of any adjoining property encroaches over or under the title boundaries to the land

5.2 No Claims

The Purchaser may not make any claim, nor require the Vendor to take or refrain from taking any action (including amending the title or contributing to any expenses of amending title) in respect of any matters referred to in special condition 5.1

6. Condition of Land

6.1 Purchasers' Inspection

The Purchaser acknowledges and agrees that:

- (a) The Purchaser has purchased the Land and the Goods solely as a result of the Purchaser's own enquiries and inspection;
- (b) The Purchaser is satisfied in all respects as to the nature, quality and state of repair of the Land and the Goods and the Purposes for which the Land may be lawfully used and any restrictions or prohibitions relating to its developments;
- (c) The land and goods are sold and accepted by the Purchaser subject to all faults and defects (whether latent or patent) and in their state and condition as at the Day of Sale and
- (d) The Vendor is under no liability or obligation to the Purchasers to carry out any repairs, alterations or improvements to the Land or the Goods

6.2 Improvements

The Purchaser acknowledges and agrees that any improvements on the Land may be subject to or require compliance with any Building Laws. Any failure to comply with any Building Laws will not be deemed to, constitute a defect in the Vendor's title

6.3 No Claims

The Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action, in relation to any matters referred to in this special condition

6.

7. Default Interest and Costs

7.1 Default Interest

For the purposes of General Conditions 33 & 34 the Purchaser may not require the Vendor to settle this Contract unless interest payable under this Contract is paid to the Vendor

7.2 Payments on Default

Without limiting General Condition 34, if the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until the last to occur of the following:

- (a) Remedy by the Purchaser of the default or if the default is incapable or remedy, compensation paid to the Vendor to the Vendor's satisfaction; and
- (b) Payment by the Purchaser to the Vendor of all expenses incurred by the Vendor as a result of the default including:
 - (i) Legal costs and disbursements (calculated on a solicitor and client basis) incurred in drawing and giving notice and any advice;
 - (ii) All additional costs incurred by the Vendor (including bridging finance, relocation costs , interests discount on bills and borrowing expenses); and
 - (iii) The payment of interest in accordance with this Contract.

7.3 Interest and Costs Payable on Default

If the purchaser defaults in payment of any money under this Contract, then the interest at the rate of sixteen percent per annum shall be paid by the purchaser to the Vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of the first Notice of Default is the sum of \$880.00 including GST and any subsequent Notice of Default is the sum of \$440 (inclusive of GST) prepared and served upon the purchaser or his representatives.

The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

8. Nomination

8.1 Procedure

If the Purchaser nominates a substitute or additional purchaser ("Nominee") all arrangements in relation to the nomination must be documented and completed (at the Purchaser's expense) to the reasonable satisfaction of the Vendor.

8.2 Guarantee and Indemnity

If the Nominee is or includes a corporation, the Purchaser must deliver to the Vendor at the same time that it notifies the Vendor of the nomination a Guarantee and Indemnity duly completed and executed by every director of the Nominee.

9. Stamp Duty

- 9.1 The Purchaser (and any Nominee) must pay all stamp duty (including penalties and fines) payable in connection with this Contract and must indemnify the Vendor against any liability arising from any failure, delay or omission to make payment or make proper disclosure to the State Revenue Office

9.2 Multiple Purchasers

- (a) If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Land (Provisions)
- (b) If the Proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the difference
- (c) The Purchaser must indemnify the Vendor, the Vendor's Estate Agents and the Vendor's Solicitor against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the transfer differing from those in the Contract.

9.3 Non Merger

This special condition 9 will not merge on the transfer of the Land but will continue to have full force and effect

10. Guarantee and Indemnity

10.1 Delivery of Guarantee and Indemnity

If the Purchaser is or includes a corporation, the Purchaser must deliver to the Vendor a Guarantee on the Day of Sale duly completed and executed by every director of the Purchaser.

11. Entire Contract

11.1 Acknowledgement

The Purchaser warrants that the Purchaser relies entirely upon the Purchasers own inspection of and searches and enquires in connection with the Land and that except as is provided in this Contract or the Vendor's Statement, the Purchaser has not relied on any information, representation or warranty (express or implied) provided or made by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Solicitor.

11.2 Entire Agreement

This Contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements between the parties, whether oral or in writing in connection with the subject matter of this Contract

12. FIRB

12.1 Warranty

The Purchaser warrants that one of the following apply:

(a) The Purchaser:

- (i) Is not required to provide notice to the FIRB or any other relevant Authority of the Purchaser entering into this Contract for the purchase of the Land; and
- (ii) Does not require any consent or approval under the foreign investment policy of the Commonwealth of Australia to enter into this Contract ; or

(b) The Purchaser has obtained any necessary consent or approval from the FIRB and any other relevant Authority to purchase the Land by the Purchaser on the terms and conditions set out in this Contract

12.2 Indemnity

If the warranty in special condition 12.1 is untrue in any respect the Purchaser indemnifies the Vendor against any claim liability loss damage cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on the warranty when entering into this Contract.

12.3 Non Merger

This special condition 12 will not merge on the transfer of the Land but will continue to have full force and effect.

13. Smoke Alarms

13.1 Smoke Alarms

The Vendor discloses and the Purchaser acknowledges that all dwellings and units are required to be fitted with self-contained smoke alarms in accordance with Regulations 5.14 of the Building Regulations within 30 days after the completion of any contract of sale.

14. General

14.1 Applicable Law

This Contract is governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of the courts of the Victoria and to appeal courts from them

14.2 Waiver

A right may only be waived in writing, signed by the party giving the waiver. A Waiver by a party of any breach or a failure to enforce or to insist upon the observance of a provision of this Contract will not be a waiver of any other or of any subsequent breach.

14.3 Severance

If any part of this Contract is invalid, unenforceable, illegal void or voidable for any reason this Contract will be construed and be binding on the parties as if invalid, unenforceable, illegal voids or voidable part had been deleted from this Contract or read down to the extent necessary to overcome the difficulty.

14.4 Co-Operation

Each party must do anything (including execute any documents) to give effect to this Contract and to the transactions contemplated by it that the other party may reasonably require to give full effect to this Contract.

14.5 Continuing Obligations

The provisions of this Contract capable of having effect after Settlement do not merge on the transfer of the Land and continue to have full force and effect irrespective of whether this Contract expressly provides that this is the case.

14.6 Indemnities

If a party is required to indemnify another party under this contract, that party must pay on demand on demand the amount the other party is liable to pay by the time the other party is required to make payment.

14.7 Amendment

This Contract can only be amended, supplemented or replace by another document signed by the parties.

14.8 Attorneys and Authorised Representatives

Each person who executes this Contract on behalf of a party under a power of Attorney declares that he or she has authority to do so and that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

15 GST Treatment

15.1 For the purposes of this special condition:

15.1.1 GST means GST within the meaning of the GST Act;

15.1.2 GST Act means A New Tax System (*Goods and Services Tax*) Act 1999

15.1.3 Expressions used in this special condition which are defined in the GST Act have the same meaning as given to them in the GST Act.

15.2

15.2.1 The consideration payable for any taxable supply made under this contract represents the value of the taxable supply for which the payment is to be made;

15.2.2 Where a taxable supply is made under this contract for consideration which represents its value, then the party liable to pay for the taxable supply must also pay at the same time and in the same manner as the value is otherwise payable the amount of any GST payable in respect of the taxable supply

15.3 The rights and obligations under this Special Condition shall not merge at Settlement and shall continue for the benefit of the parties after the Settlement Date.

16. Time Essential

The Purchaser agrees that any extension of time whether expressed or implied granted by the Vendor shall be subject to the proviso that in all other respects remain of the essence of this Contract

17. Settlement Delays

In the event that there are any settlement delays, as a result of the Purchaser and/or his finance institution or legal representatives' inability to settle on the due date, a re-scheduling fee will be charged in the amount of \$350.00 plus GST for each time the settlement date is re-scheduled for settlement to take place.

18. Date of Final Settlement, Christmas and New Year Period

Notwithstanding any other conditions of this Contract, **settlement shall not be scheduled between Friday the 20th December 2024 and Friday the 10th of January 2025.** If settlement is scheduled at anytime during this period in error, settlement shall occur at the next available time, as agreed between the Vendor and Purchaser and/or their legal representatives, **after the 14th of January 2025**

- 18.1 Neither party may issue a Default Notice on the other party between 20 December 2024 and 14 January 2025 arising from or in connection with the failure to complete this contract of sale between the dates set out in Special Condition 18
- 18.2 Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 18

19. Swimming Pool

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) The Purchaser accepts the current condition of the Pool fencing being fenced or unfenced;
- (c) From settlement the Purchaser will be responsible for complying with the Building Act 1993 (Vic) and its Regulations (including any amendments to the Building Act 1993 (Vic) in relation to a Pool and the required safety barriers;
- (d) The Purchaser shall not make any claim against the Vendor in relation to the Pool or any existing or required safety barriers;
- (e) The Purchaser shall indemnify the Vendor against any costs associated with the Pool including the existing safety barriers; and
- (f) Neither the Vendor nor the Vendor's Estate Agent has made any representations or warranties in relation to the Pool or any safety barriers.

20. Covid-19 Health Emergency

- 20.1 The parties agree that should the Australian or Victorian Governments require the party to be quarantined or to be in self-isolation due to the outbreak of the Covid-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of quarantine or self isolation as soon as practicably possible. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.
- 20.2 For the benefit of both parties to this transaction, should either party:
- (a) Contract the Covid-19 virus
 - (b) Be placed in quarantine or isolation in the property;
 - (c) Be directed to quarantine or self isolate in the property; or
 - (d) Need to care for an immediate member of their household or family in the property who is directly affected by (a) to (c) above-

Then the parties agree that the following provisions shall apply:

- (i) The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis
- (iii) Settlement shall take place within seven (7) days from the date which the party is permitted to leave the property
- (iv) If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion
- (v) It is an essential term of this Contract if the vendor is seeking the benefit of this clause, he shall engage a cleaning contractor approved by the Purchaser (acting reasonably) to thoroughly disinfect the property prior to settlement. For the purpose of clarity, thoroughly disinfect includes, but is not limited to vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches hard surfaces remote controls windows appliances and mop floors

21. Survivorship and Probate

- 21.1 In the event that Probate or Survivorship is required to be obtained to complete settlement, the Vendor (or the Vendor's representative) may in its discretion by written notice to the Purchaser extend the settlement Date for up to 8 weeks to enable Probate and or Survivorship to be obtained.
- 21.2 The Purchaser may not make any requisition or objection, claim compensation or damages, refuse to pay the Price or attempt to terminate this Contract because the Settlement is extended under special condition 21.1.

22. State Land Tax

For the purposes of General Condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* applies. The parties agree that General Condition 23 is amended to exclude land tax as a periodic outgoing. The Purchaser shall not be required to include land tax as an apportionable outgoing between the parties; the Vendor will be required to pay any outstanding land tax charges at settlement.

23. Windfall Gains Tax

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

24. Licence Agreement

The Purchaser acknowledged should they request a Licence Agreement, and should the Vendors agree, the Licence must be prepared by the vendor's representative at the cost of the purchaser. The fee to prepare the Licence is \$450.00 plus GST and shall be adjusted for and payable at settlement.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.

- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either:
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing; and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

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

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

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

18. ELECTRONIC SETTLEMENT

18.1 Settlement and 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. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

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

18.3 Each party must:

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

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

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

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

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

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

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
 - (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

20. LOAN

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

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
 - (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953* (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice'; 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Sale of Land Regulations 2005
SCHEDULE 5

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor:

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners:

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids:

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if-

(the auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
(the auctioneer states when making the bid that it is a bid for the vendors.

The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say "**vendor bid**" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction. It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules:

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions:

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions:

The law forbids- (any person bidding for a vendor other than- (the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or (a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners. (the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property. (the auctioneer acknowledging a bid if no bid was made. (any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them. (any person falsely claiming or falsely acknowledging that he or she made a bid). (an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

The Agent cannot accept a late bid once the property has been sold after it has been knocked down to the highest bidder.

Substantial penalties apply to any person who does any of the things in this

list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction. The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land. If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies:

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: www.dms.dpc.vic.gov.au under the title

GUARANTEE

The party or parties named and described as the Guarantors in the Schedule ("the Guarantor") **IN CONSIDERATION** of the Vendor named and described in the contract of sale of real estate annexed hereto or as described in the Schedule ("the Contract") entering into the Contract with the Purchaser named and described in the Contract and in consideration of this deed **HEREBY COVENANTS AND AGREES** to guarantee and indemnify the Vendor as follows:

1. The Guarantor shall pay to the Vendor on demand by the Vendor all moneys payable pursuant to the Contract which are not paid by the Purchaser within 14 days of the date for each payment as prescribed by the Contract whether demand has been made by the Vendor on the Purchaser or not.
2. The Guarantor shall observe and perform on demand by the Vendor all conditions obligations and liabilities binding the Purchaser with which the Purchaser does not comply within 14 days after the due date for observance or performance as prescribed by the Contract whether a demand for such observance or performance has been made by the Vendor on the Purchaser or not.
3. The Vendor may, without affecting this Guarantee, grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or release part with abandon vary relinquish or renew in whole or in part any security document of title asset or right held by the Vendor.
4. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser shall be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has paid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor shall be entitled to prove for the total indebtedness of the Purchaser.
5. In the event of the liquidation or bankruptcy of the Purchaser, the Guarantor authorises the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in the Guarantee.
6. The remedies of the Vendor against the Guarantor shall not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void defective or informal.
7. The Guarantor will indemnify the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded its powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.
8. If any payment made by the Purchaser to the Vendor in reduction of the amount owing under the Contract shall be subsequently avoided by virtue of any statutory provision the liability of the Guarantor to the Vendor shall be deemed not to have been discharged and thereupon the parties hereto as between themselves shall be deemed to have had restored to them the rights and obligations which they each respectively would have had if such payment had not been made.
9. Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the Guarantor by prepaid letter addressed to the Guarantor at the address of the Guarantor herein mentioned. Such notice or demand when posted shall be deemed to be properly given on the 2nd day following the day of posting.
10. In the event of the Purchaser exercising any rights under the Sale of Land Act 1962 to call for a transfer of land and a mortgage to secure the moneys otherwise then outstanding under the Contract, the Guarantor will execute on demand a guarantee of the Mortgagor's obligations under the said Mortgage in a form satisfactory to the Vendor's solicitors.
11. Where not inconsistent with the context:
 - (a) the expression "the Guarantor" as herein used shall where there is only one Guarantor mean and include that Guarantor his executors and administrators or in the case of a corporate Guarantor

- that Guarantor and its successors and shall when there are two or more Guarantors mean and include those Guarantors and each and every or any of them and the executors administrators or successors of each and every one of them;
- (b) when two or more Guarantors are parties hereto the covenants and agreements on their part herein contained shall bind them and any two or more of them jointly and each of them severally;
 - (c) the expressions "the Vendor" and "the Purchaser" respectively shall where the context permits bear the meaning assigned to them in the Contract;
 - (d) words importing persons shall extend to and include companies and corporations and words importing the singular or plural number shall extend to and include the plural and singular number respectively;
 - (e) words importing one gender shall extend to and include any other gender.

SCHEDULE

Guarantor:

Address of Guarantor:

Vendor: Colin William Blenkinsop and Julie Blenkinsop

Purchaser:

Contract: a contract dated the day of 2024

between the vendor and the purchaser for Unit 1202/ Level 12/22 Coromandel Place , Melbourne

EXECUTED AS A DEED on the day of 2024

SIGNED SEALED AND DELIVERED by)

in the presence of:)

.....
Witness

SECTION 32 STATEMENT

**PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")
as amended on 1 October 2014**

VENDOR: Colin William Blenkinsop & Julie Blenkinsop

PROPERTY: Unit 1202/ Level 12/22 Coromandel Place , Melbourne 3000

**COSTANZO
LAWYERS
Suite 2, 261-265
BLACKBURN ROAD
DONCASTER EAST VIC 3109
TEL: (03) 9894 5888
FAX: (03) 9894 5588
EMAIL: info@costanzolawyers.com.au
DX 38406 DONBURN
REF: CC:24/0356**

1. FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings (including any Body Corporate charges) affecting the Property for which the Purchaser will be become liable consequence of the purchase of the Property AND interest (if any) payable thereon (including Owners' Corporation and GST, if applicable) are as follows or set out in the Contract of Sale and attached Certificates or Notices. **Where such amounts apply to the previous rating period, you should allow an additional 10% to the amounts quoted. Charges by the following Authorities/Charges will be adjusted at settlement.**

Authority	Amount	Interest (if any)
(1) City of Melbourne	\$ 915.05 p.a	
(2) Greater Western Water	See attached certificate	
(3) State Land Tax	\$ 0.00 (not adjustable)	
(4) Owners Corporation/Insurance Fees	\$4036.00 p.a	

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

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

Land Tax may be applicable if the land value exceeds \$250,000.00 with the usual adjustment at settlement for which the Purchaser may become liable Land Tax may also apply in the future depending on the Purchaser's equity, owner occupier status and other property holdings in the State of Victoria. Where an Owners' Corporation applies, the Owners Corporation has the right to raise special levies to meet its liabilities.

The Purchaser will become responsible for proportionate amounts of the current rates and charges set out above in consequence of the normal adjustments to be made on settlement. The Purchaser may become liable for Land Tax depending upon other real estate owned in Victoria.

2. LAND USE - RESTRICTIONS

Information concerning any easement, covenant or other similar restriction (including any Caveat) affecting the Property (registered or unregistered) is as follows:

- 2.1 Easements affecting the land are as set out in the attached copies of title.
- 2.2 Covenants affecting the land are as set out in the attached copies of title.
- 2.3 Other restrictions affecting the land are as attached. (including Caveats/Lease)

Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-there is no existing failure to comply

To the best of the Vendor's knowledge with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone

cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

3. **PLANNING AND ROAD ACCESS**

Information concerning any planning instrument is as follows:

- 3.1 Name: City of Melbourne Planning Scheme
- 3.2 The responsible authority is: City of Melbourne
- 3.3 Zoning and/or Reservation: Capital City Zone
- 3.4 Planning Overlay: See attached certificate if applicable

There is access to the Property by road.

The property is not outside the Melbourne Metropolitan Area, as defined in the Act.

The planning instrument does not prohibit the construction of a Dwelling on the Land.

4. **BUSHFIRE PRONE AREA**

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the Building Act 1993. A Bushfire Probe Area report is attached.

5. **SERVICES**

Information concerning the supply of the following services:

Service	Status
• Electricity	Connected
• Gas	Connected
• Water	Connected
• Sewerage	Connected
• Telephone	Not Connected

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

Warning to Purchasers

It is your (the purchasers) sole responsibility to check with the appropriate authorities as to the availability of and the cost of connection or reconnection to the property of any services you require, in particular whether sewerage is connected or whether all services are available at the boundary of the land. Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement day. It is your responsibility to pay all costs of and incidental to the transfer, connection or reconnection to the land of the services you require.

The Vendor makes no representations that any of the services are adequate for your proposed use and you should make your own enquiries.

6. 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

7. BUILDING APPROVALS/ PERMITS

Particulars of any **building approval** granted during the past seven years under the *Building Control Act 1981* or the *Building Act 1993* (required only where the property includes a residence):

No such approval has been issued.

Particulars of any **guarantee** issued in the past seven years under the *House Contracts Guarantee Act 1987* (required where the property includes a residence constructed by an owner-builder)

No such guarantee has been issued.

Particulars of any required **insurance** effected in the past six years under the *Building Act 1993* (required where the property includes a residence to which *s.137B Building Act 1993* applies) -

No such insurance has been issued.

The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alternations or additions thereto comply with the requirements of the responsible authorities.

The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

8. NOTICES

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the Property of which the Vendor might reasonably be expected to have knowledge, including any -

- 8.1 affecting the Body Corporate and any liabilities (whether contingent, proposed or otherwise) whether the Property is in a subdivision containing a Body Corporate, including any relating to the undertaking of any repairs to the Property .

- 8.2 quarantine or stock order imposed under the *Stock Diseases Act* 1968 (whether or not the quarantine or order is still in force) -
- 8.3 notice pursuant to section 6 of the *Land Acquisition and Compensation Act* 1986.

None to the Vendor's knowledge. The Vendor has no means of knowing of all the decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

9. SMOKE ALARMS

The Purchaser is to note that all dwellings and/or units are required to be fitted with self contained smoke alarms in accordance with Regulations 5.14 of the *Building Regulations* 1994 within 30 days after:-

- 9.1 In the case of a Contract other than a terms Contract (as defined in Section 2 of the Sale of the Land Act 1962) the date of completion of the Contract; and
- 9.2 In the case of a terms Contract, the purchaser becomes entitled to possession or to the receipt of the events and profits under the Contract.

10. SWIMMING POOLS

In the event a swimming pool is on the land herein described, the purchaser may be required at his expense to comply with the provisions of the *Building Act* 1993 and the *Building Regulations* 1994 and in particular Regulation 5.13 requiring the provisions of barriers to restrict access by some children to the swimming pool within 30 days after:-

- 10.1 In the case of a Contract other than a terms Contract (as defined in Section 2 of the Sale of the Land Act 1962) the date of completion of the Contract; and
- 10.2 In the case of a terms Contract, the purchaser becomes entitled to possession or to the receipt of the events and profits under the Contract.

11. GOODS AND SERVICES TAX

GST payable:

- (a) The parties acknowledge that this sale is the sale of an existing residential premises, and as such is exempt from GST under Section 40-65 of the New Goods and Services Act.
- (b) If the Purchaser does not use the property as previously used by the Vendors as existing residential premises and if such change of use results in a GST liability attached to the property, then in that event, the Purchaser indemnifies the Vendor against any liability for the payment of any GST in respect of payments under this Contract.

12. TITLE

Attached are copies of the following documents concerning the title -

- 12.1 Certificate of Title Volume 11299 Folio 349
- 12.2 Plan of Subdivision PS 634060V
- 12.3 Copy of Section 173 Agreement
- 12.4 Copy of Residential Tenancy Agreement

13. **ELECTRONIC CERTIFICATE OF TITLE**

- a) In the event that the Vendor's Title is in electronic form ("eCT") the Vendor will not and is not obliged to convert the ECT to a paper Title ("pCT"). Prior to settlement the Vendor or its mortgagee will nominate the eCT to any paper instrument required. The purchaser agrees to complete settlement on the basis of the eCT and will instruct any mortgagee or other third party intended to take control of the Certificate of Title at settlement that the Title is an eCT and no pCT will be provided at settlement. The purchaser is responsible for confirming the format of the CT prior to settlement at their own expense and will not call upon the Vendor to provide evidence of the eCT control and/or Nomination prior to settlement.
- b) The purchaser will be in breach of contract if the Purchaser and/or its mortgagee refuses to complete settlement and fails to accept the eCT and the Nomination where the CT is otherwise proven to be in a format to support the lodgment of the transaction being settled.

14. **COSTS IN EVENT OF DEFAULT**

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the Due Date") the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

- a) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance.
- b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the Due Date.
- c) Accommodation expenses necessarily incurred by the Vendor.
- d) Legal costs and expenses as between the Vendor's solicitor and the Vendor.
- e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

15. **OWNERS CORPORATION ACT 2006**

If the land is affected by an owners corporation within the meaning of the **Owners Corporations Act 2006**.

- a) a copy of the current owners corporation certificate issued in respect of the land under the **Owners Corporation Act 2006**; and
- b) a copy of the documents required to accompany the owners corporation certificate under section 151(4)(b) of the **Owners Corporations Act 2006**.

The land is affected by an owners corporation and a copy of the current owners corporation certificate and documents required to accompany the owners corporation certificate under section 151(4) (b) of the Act are attached.

16. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

17. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

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

- a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an Occupancy Permit was issued less than 2 years before the relevant date)-

Are contained in the attached building energy efficiency certificate/s

Are as follows:

Not Applicable

DATE OF THIS STATEMENT

8 / 7 / 2024

Name of the Vendors

Signature of the Vendors

Colin William Blenkinsop

X.....

Julie Blenkinsop

X.....

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

DATE OF THIS ACKNOWLEDGMENT

___/___/___

Name of the Purchaser

Signature of the Purchaser

.....
(please print name)

X.....

.....
(please print name)

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*.

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

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

VOLUME 11299 FOLIO 349

Security no : 124115567040F
Produced 05/06/2024 12:25 PM

LAND DESCRIPTION

Lot 1202 on Plan of Subdivision 634060V.
PARENT TITLE Volume 05048 Folio 599
Created by instrument PS634060V 31/08/2011

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 99 of a total of 100 equal undivided shares
Sole Proprietor
COLIN WILLIAM BLENKINSOP of 6 MIRABELLA COURT WARRANDYTE VIC 3113
As to 1 of a total of 100 equal undivided shares
Sole Proprietor
JULIE BLENKINSOP of 6 MIRABELLA COURT WARRANDYTE VIC 3113
AJ244620G 10/10/2011

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AJ244621E 10/10/2011
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.

AGREEMENT Section 173 Planning and Environment Act 1987
AH229118S 18/05/2010

DIAGRAM LOCATION

SEE PS634060V 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 1202 LEVEL 12 22 COROMANDEL PLACE MELBOURNE VIC 3000

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. PS634060V

DOCUMENT END

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SUBDIVISION ACT 1988		STAGE No.	LRS USE ONLY	PLAN NUMBER
PLAN OF SUBDIVISION			EDITION 1	PS 634060V
LOCATION OF LAND PARISH: MELBOURNE NORTH CITY OF MELBOURNE TOWNSHIP: ----- SECTION: 10 CROWN ALLOTMENT: 16 (PART) CROWN PORTION: ----- TITLE REFERENCES: VOL. 5048 FOL. 599 LAST PLAN REFERENCE: TP230141K (AP39300) POSTAL ADDRESS: 20-26 COROMANDEL PLACE <small>(at time of subdivision)</small> MELBOURNE 3000 MGA CO-ORDINATES: E 321 240 <small>(of approximate centre of land in plan) (D.C.M.B.)</small> N 5 812 985 ZONE: 55			COUNCIL NAME : CITY OF MELBOURNE REF : SA-2010-56 SPEAR REF : S008043S	
			VESTING OF ROADS OR RESERVES	
			IDENTIFIER	COUNCIL / BODY / PERSON
			NIL	NIL
			DEPTH LIMITATION: DOES NOT APPLY	
			THIS IS A SPEAR PLAN STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. TP-2010-519 SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No (s) . ----- IN PROCLAIMED SURVEY AREA No. -----	
			COROMANDEL PLACE NUMBER OF LOTS IN THIS PLAN: 92	
NOTATIONS				
COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS. BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE: ALL BOUNDARIES THE STRUCTURE OF WALLS, FLOORS, CEILINGS, WINDOWS, DOORS AND BALUSTRADES WHICH DEFINE BOUNDARIES ARE CONTAINED WITHIN COMMON PROPERTY No.1. DIMENSIONS SHOWN TO BOUNDARIES DEFINED BY BUILDINGS ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING: PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION.			ALL COLUMNS, INTERNAL SERVICE DUCTS, CONDUITS, PIPE SHAFTS AND ELECTRICITY CONSUMER MAINS CABLES WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS, DUCTS, CONDUITS, SHAFTS AND CABLES HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.	
EASEMENT INFORMATION				LRS USE ONLY
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT RECEIVED <input checked="" type="checkbox"/> DATE 15 / 08 / 2011
SECTION 12 (2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED / IN FAVOUR OF
 Reeds Consulting Pty Ltd Level 6 440 Elizabeth Street Melbourne VIC 3000 phone (03) 8660 3000 fax (03) 8660 3060 email survey@reedscon.com.au Copyright © 2011				LICENSED SURVEYOR (PRINT) ALAN DAVID NORMAN SIGNATURE DATE / / REF: 21562/PS VERSION: G DATE: 17/06/11 1PS1G.DGN
				LRS USE ONLY PLAN REGISTERED TIME 8:40 AM DATE 31 / 08 / 2011 D.REVELL ASSISTANT REGISTRAR OF TITLES DATE / / COUNCIL DELEGATE SIGNATURE SHEET 1 OF 23 SHEETS ORIGINAL SHEET SIZE A3

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DIAGRAM 1 SITE DIAGRAM

SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

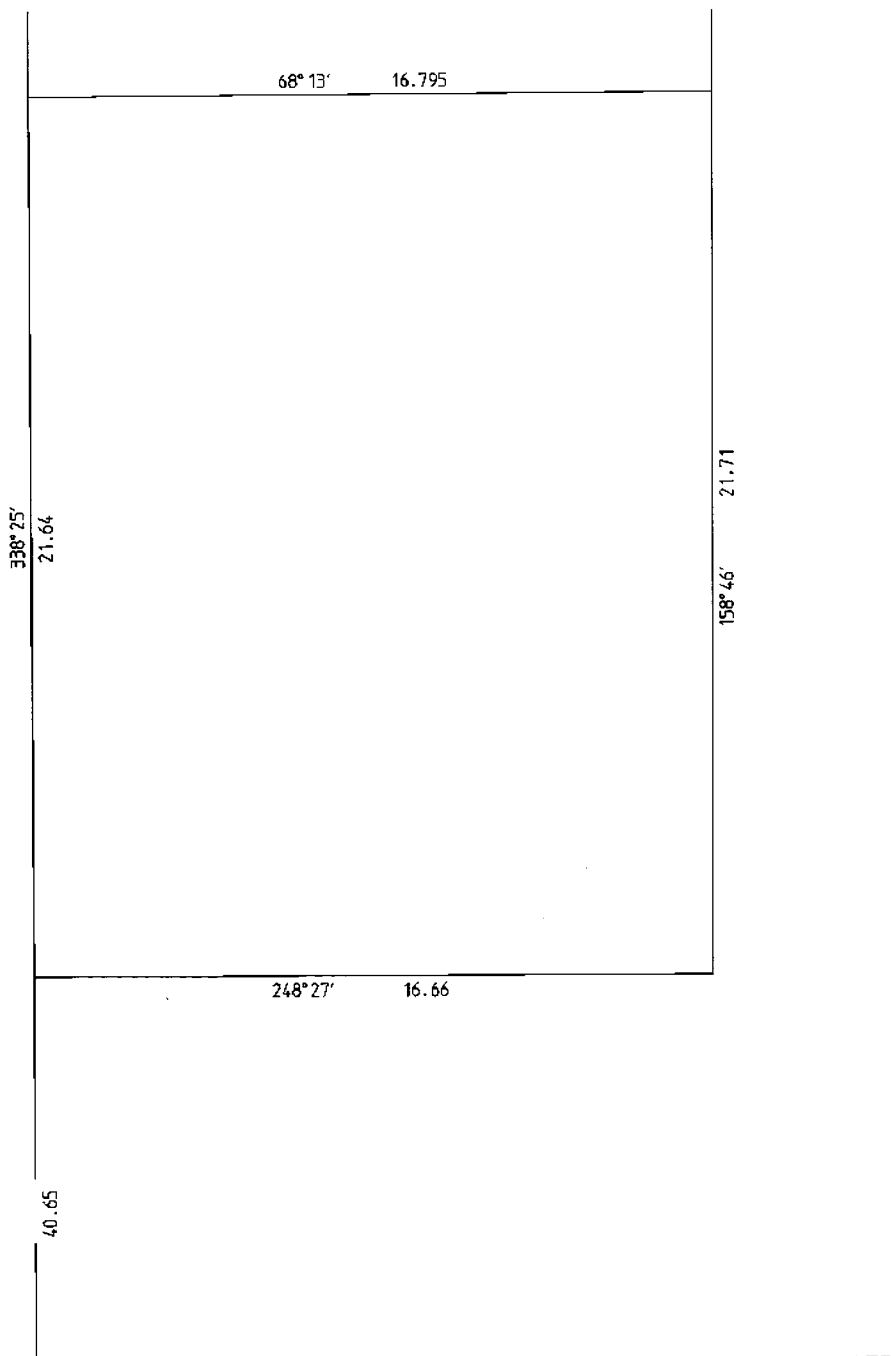
STAGE No.

PLAN NUMBER

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PLACE

COROMANDEL



LITTLE COLLINS STREET

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 17/07/2011
 17/07/2011

<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>		<p>ORIGINAL SCALE SHEET SIZE</p> <p>1:125 A3</p>	<p>LICENSED SURVEYOR (PRINT)</p> <p>SIGNATURE</p> <p>DATE / /</p> <p>REF: 21562/PS VERSION: G DATE: 17/06/11 1PS2G.DGN</p>	<p>SHEET 2</p> <p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>
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DIAGRAM 3
BASEMENT

SEE SHEET 5 FOR ENLARGEMENT

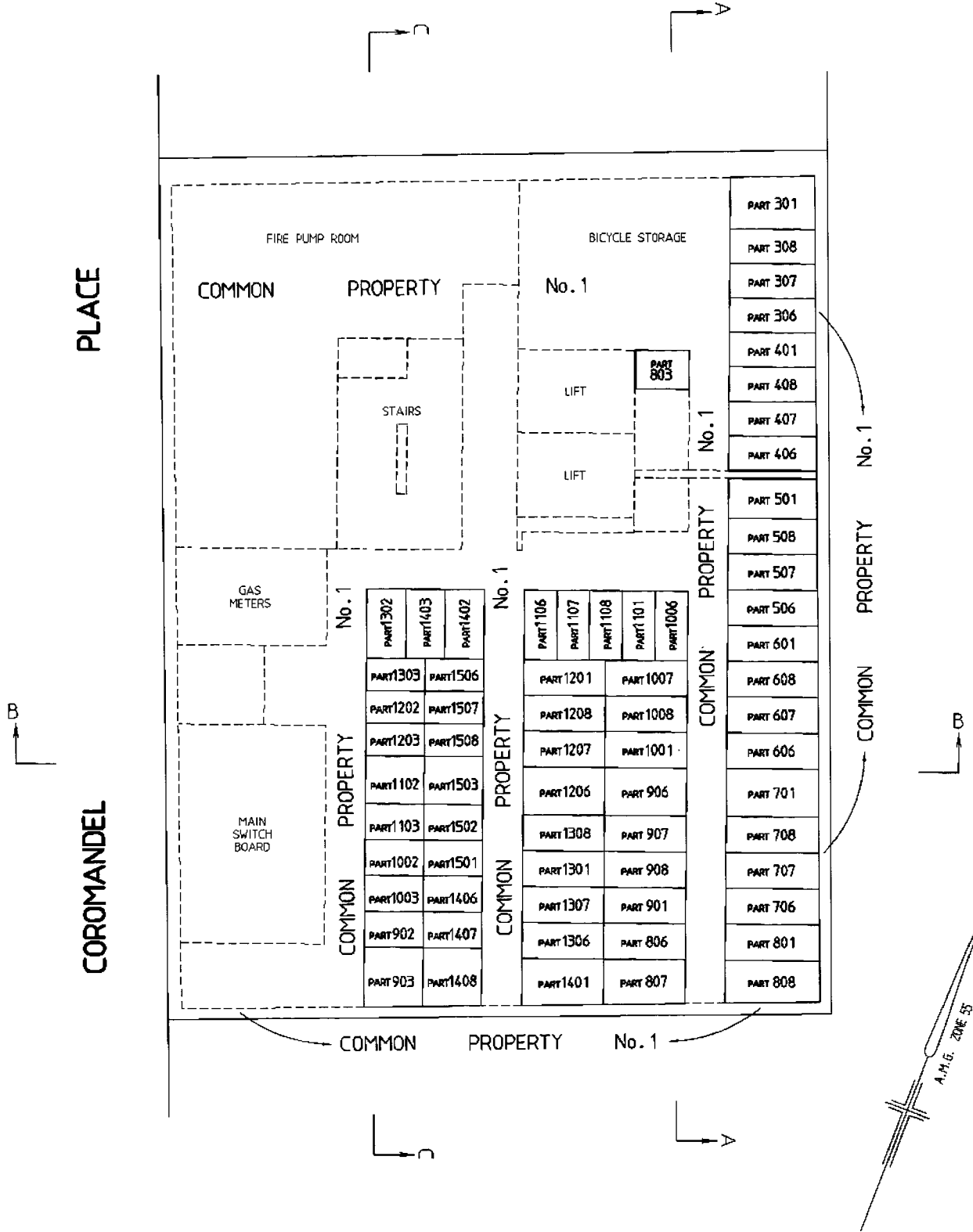
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 634060V



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SUBDIVISION ACT 1988

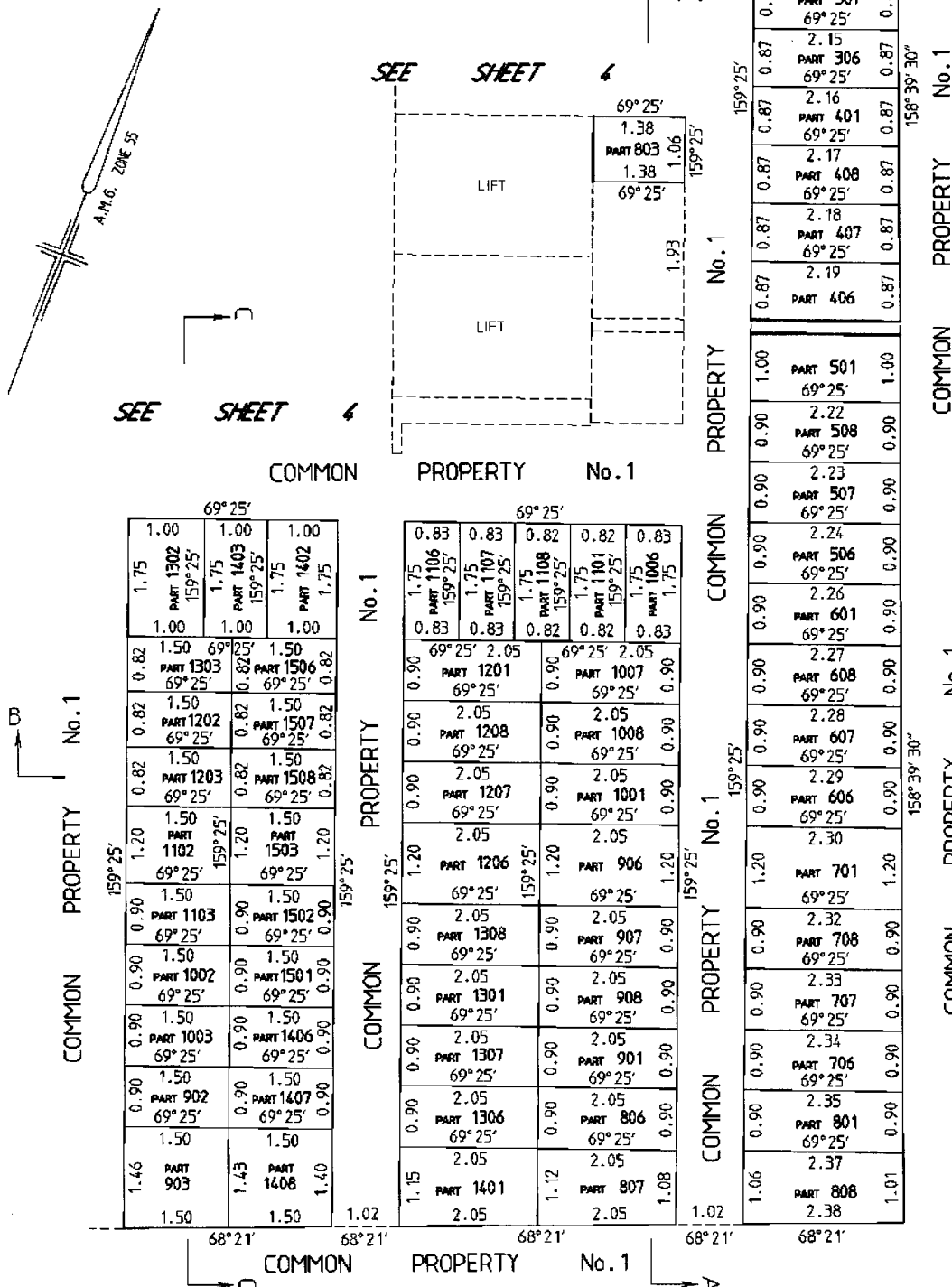
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PLAN NUMBER

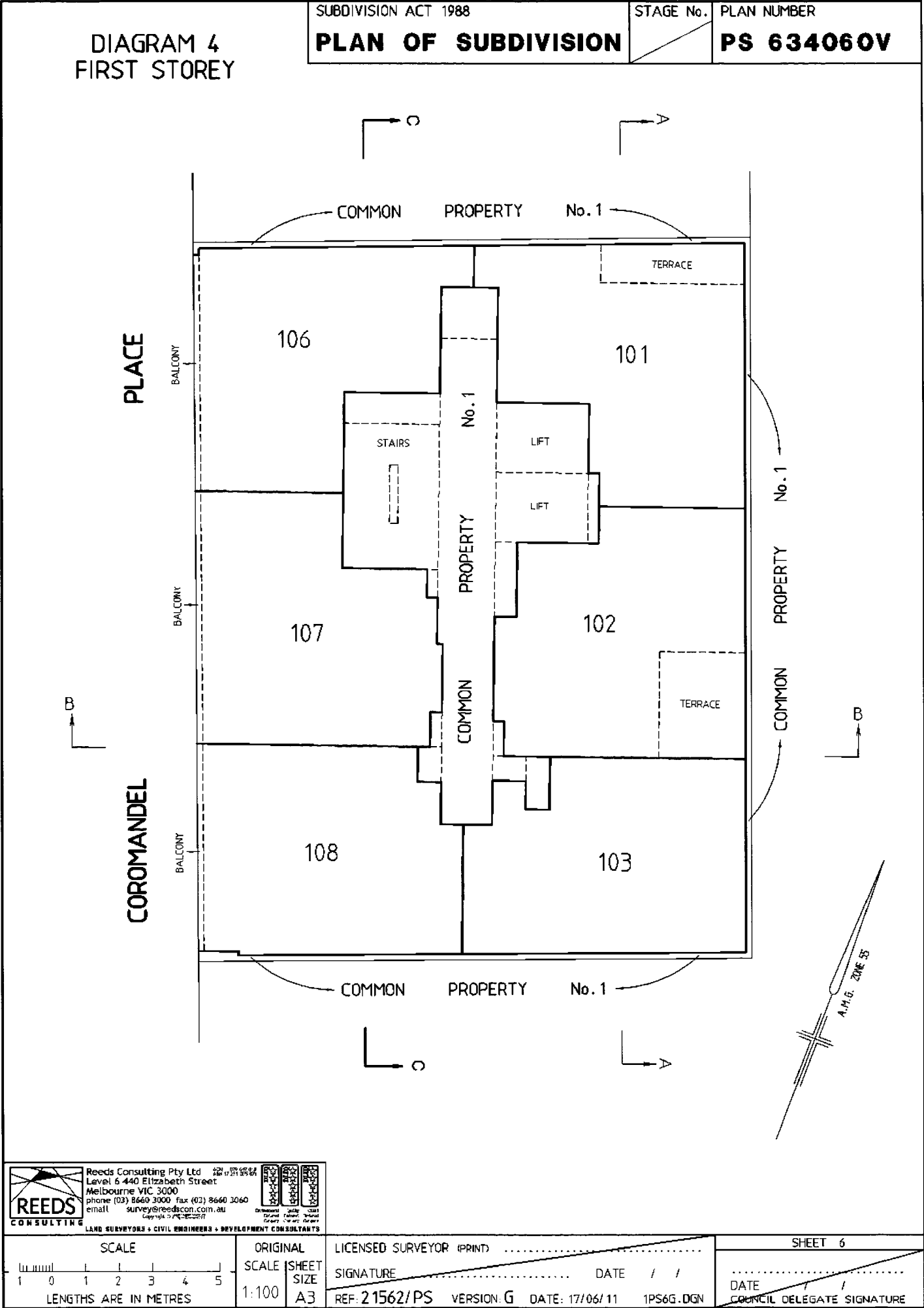
PLAN OF SUBDIVISION

PS 634060V

ENLARGEMENT
DIAGRAM 3 (PART)
BASEMENT



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DIAGRAM 5 SECOND STOREY

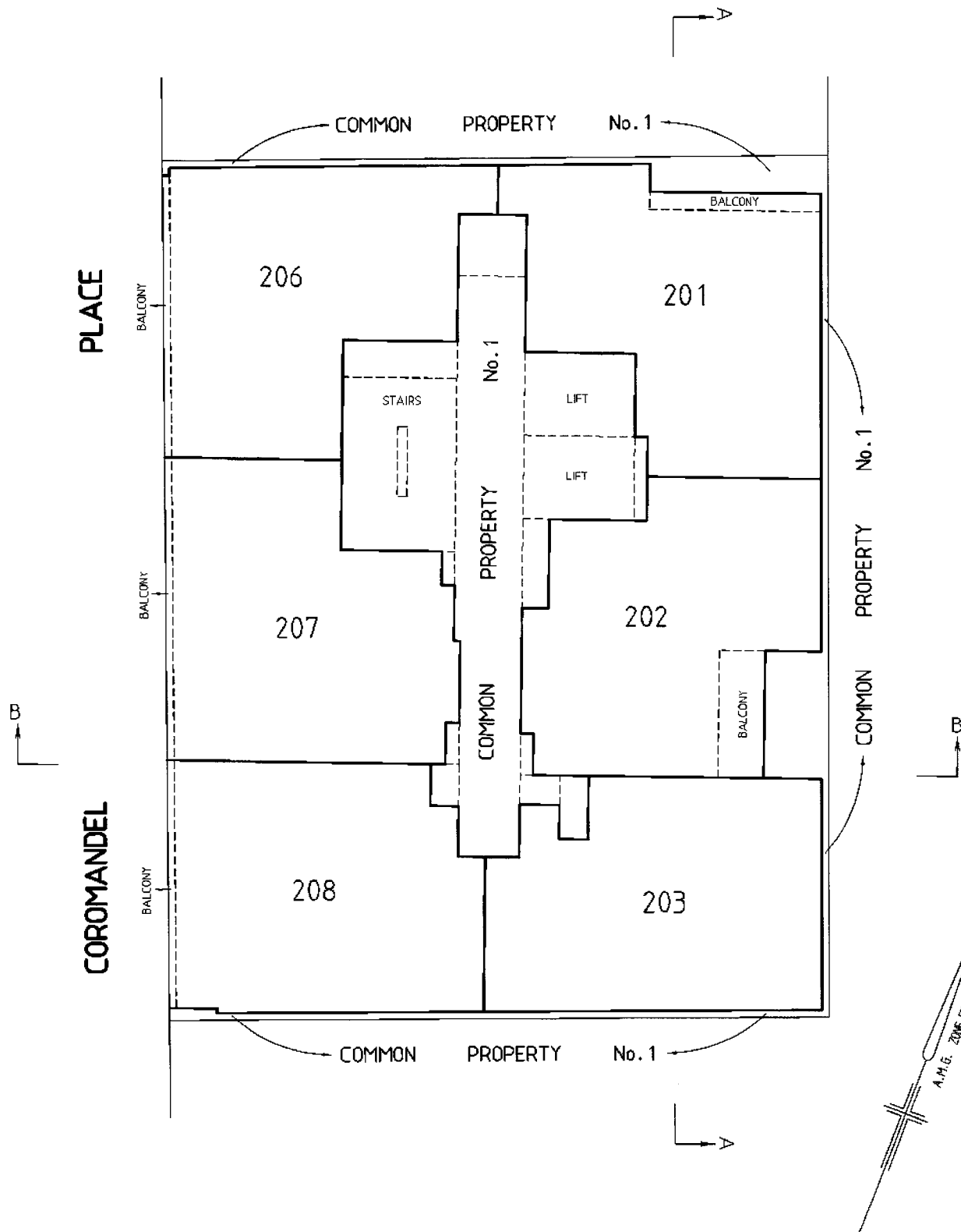
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SCALE
1 0 1 2 3 4 5
LENGTHS ARE IN METRES

ORIGINAL
SCALE
1:100
SHEET
SIZE
A3

LICENSED SURVEYOR (PRINT)
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REF: 21562/PS VERSION: G DATE: 17/06/11 1PS7G.DGN

SHEET 7
DATE / /
COUNCIL DELEGATE SIGNATURE

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DIAGRAM 6 THIRD STOREY

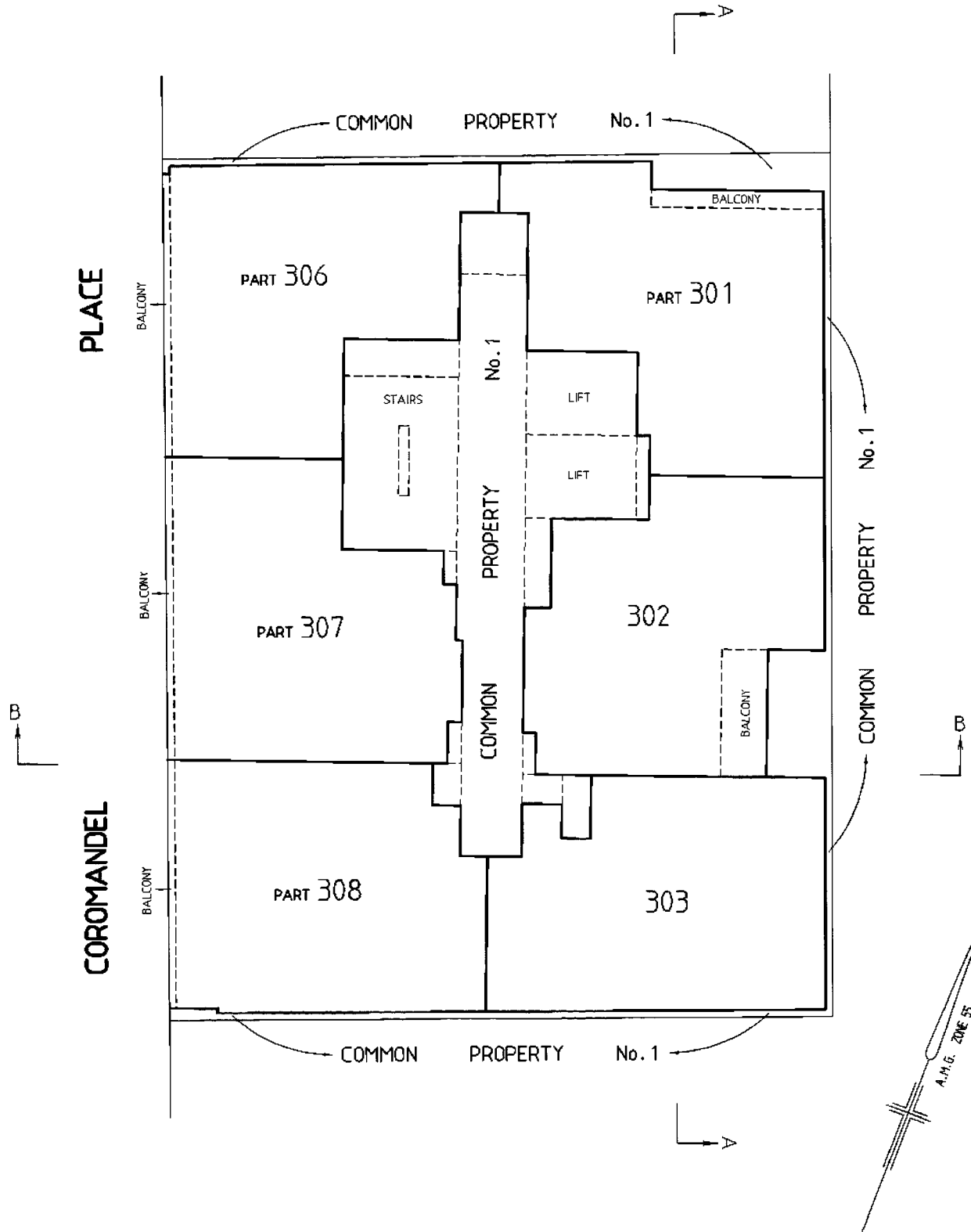
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PLAN OF SUBDIVISION

STAGE No.

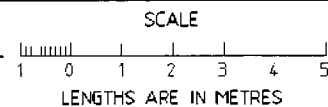
PLAN NUMBER

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VERSION: G

DATE: 17/06/11

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SHEET 8

DATE / /
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DIAGRAM 7
FOURTH STOREY

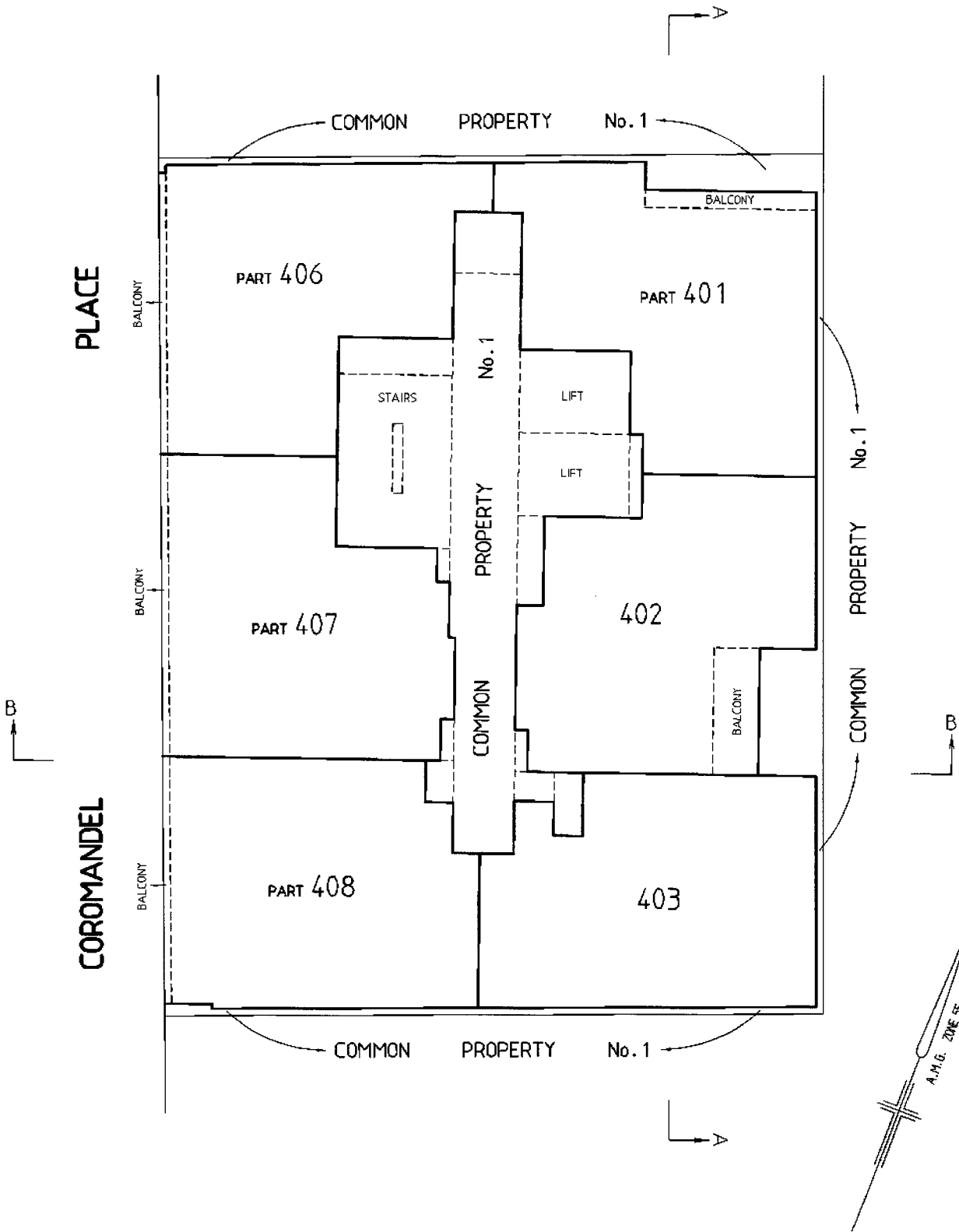
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

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Drawings: Survey, Design, Detail, Construction, etc. as per contract

SCALE 1 0 1 2 3 4 5 LENGTHS ARE IN METRES		ORIGINAL SCALE 1:100	SHEET SIZE A3	LICENSED SURVEYOR (PRINT) SIGNATURE	DATE / /	SHEET 9
				REF: 21562/PS	VERSION: G	DATE: 17/06/11
				1PS9G.DGN		COUNCIL DELEGATE SIGNATURE

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DIAGRAM 8 FIFTH STOREY

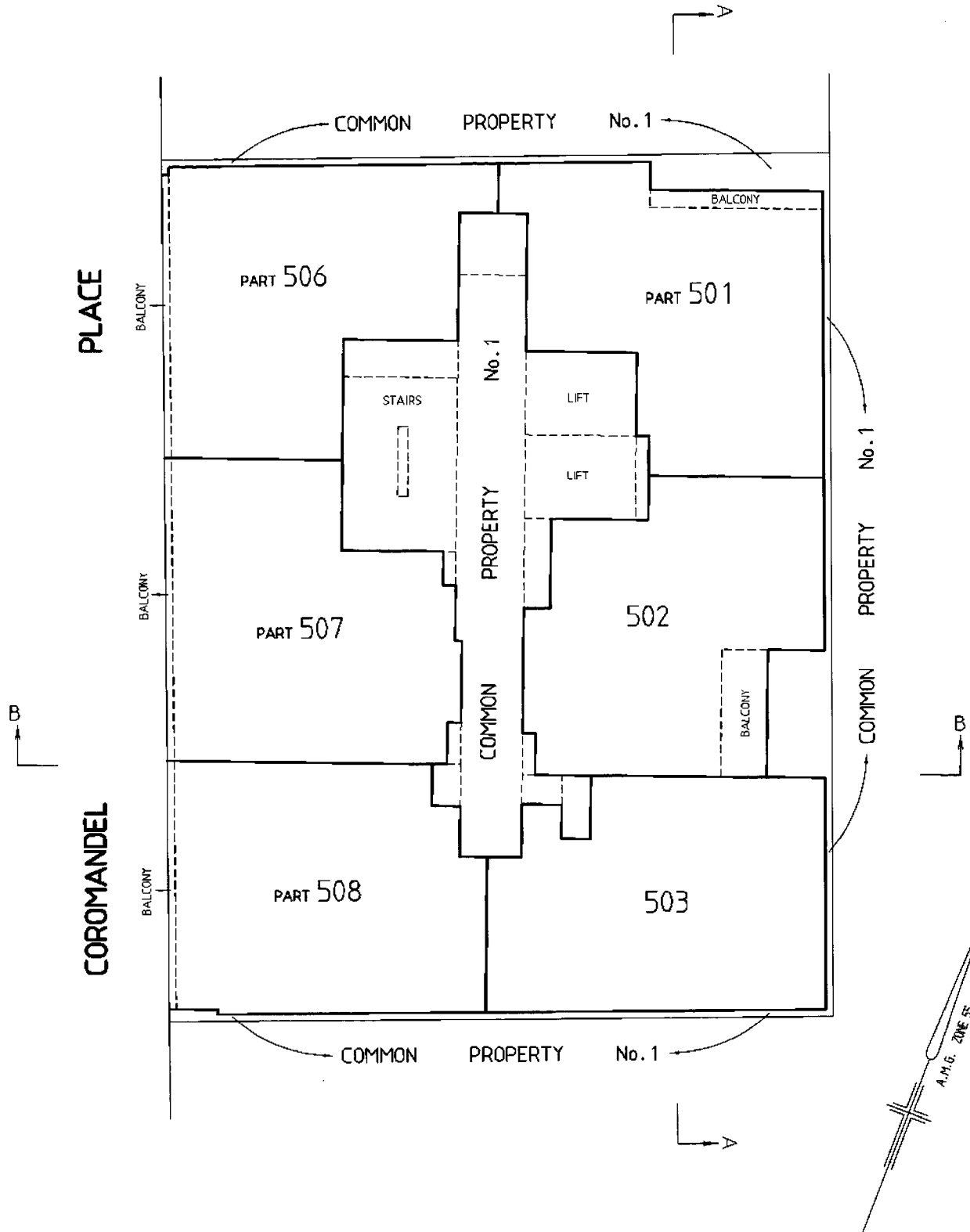
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 634060V



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SCALE
 1 0 1 2 3 4 5
 LENGTHS ARE IN METRES

ORIGINAL SCALE
 1:100

SHEET SIZE
 A3

LICENSED SURVEYOR (PRINT) _____
 SIGNATURE _____ DATE / /
 REF: 21562/PS VERSION: G DATE: 17/06/11 1PS10G.DGN

SHEET 10

DATE / /
 COUNCIL DELEGATE SIGNATURE _____

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DIAGRAM 9
SIXTH STOREY

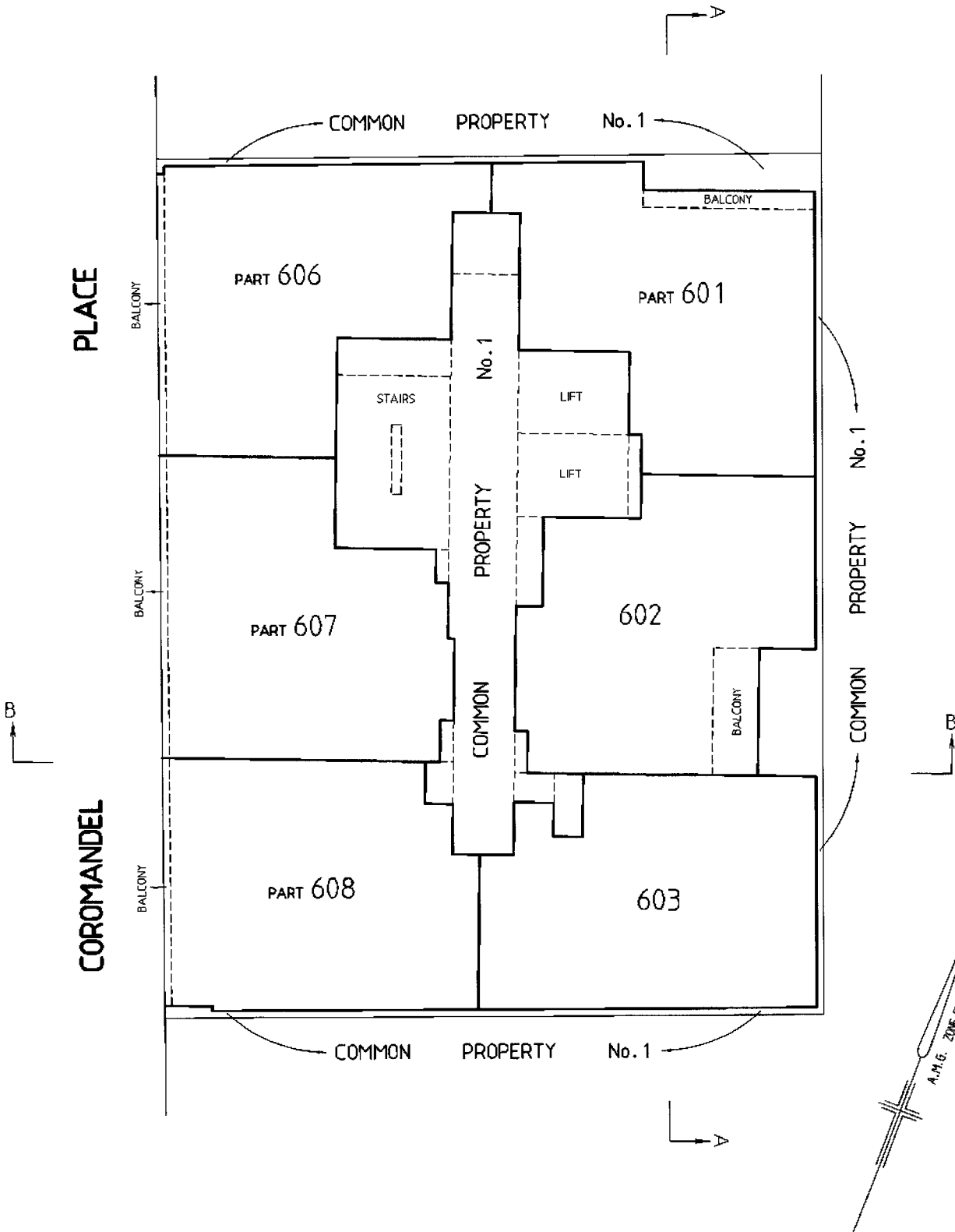
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

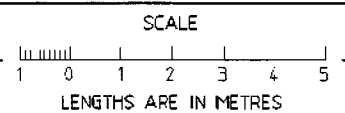
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ORIGINAL
SCALE
1:100
SHEET
SIZE
A3

LICENSED SURVEYOR (PRINT)
SIGNATURE DATE / /
REF: 21562/PS VERSION: G DATE: 17/06/11 1PS11G.DGN

SHEET 11
DATE / /
COUNCIL DELEGATE SIGNATURE

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DIAGRAM 10 SEVENTH STOREY

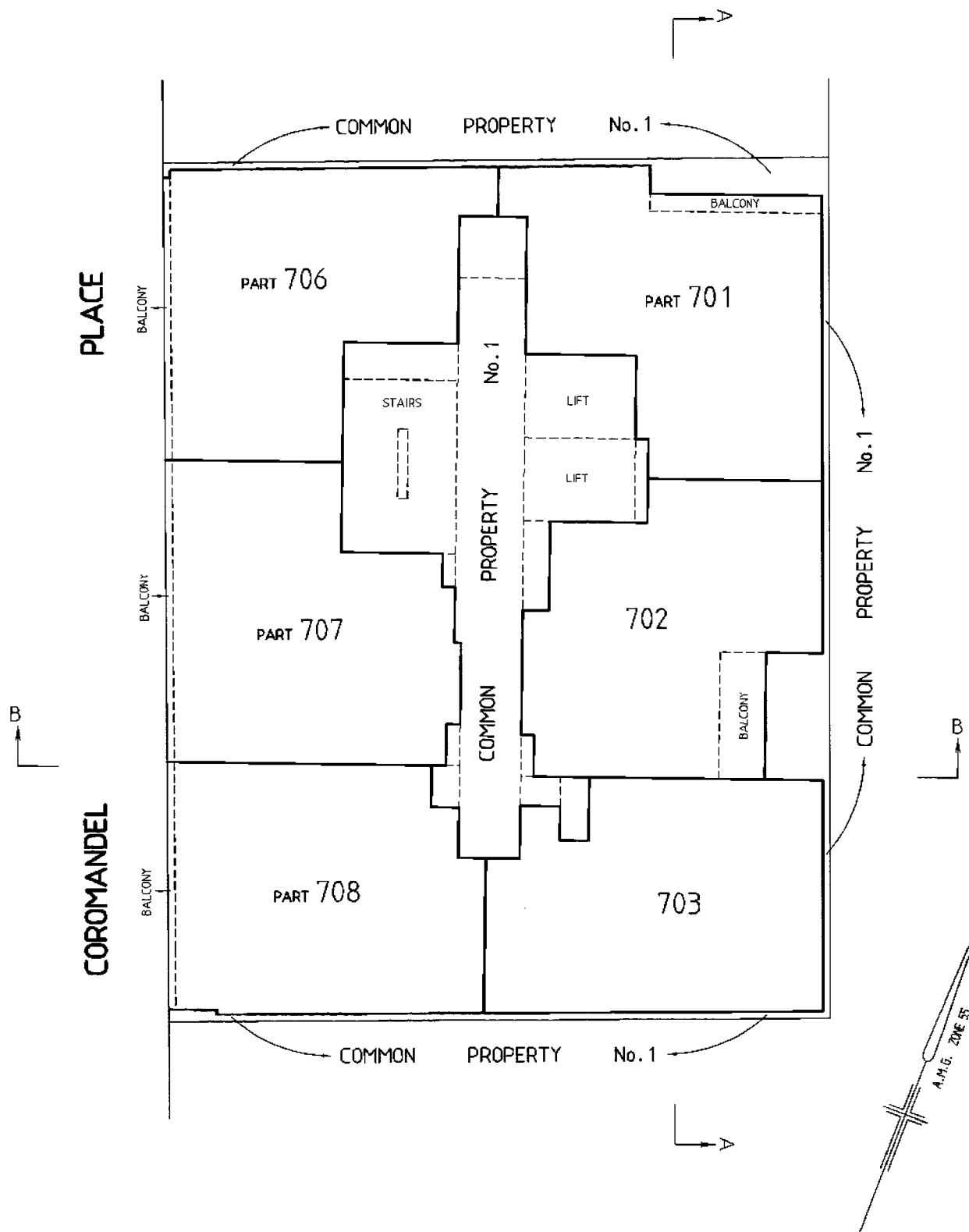
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

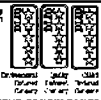
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PLAN NUMBER

PS 634060V

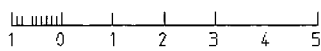


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SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET
SIZE
1:100 A3

LICENSED SURVEYOR (PRINT)

SIGNATURE

DATE

REF 21562/PS

VERSION G

DATE: 17/06/11

1PS12G.DGN

SHEET 12

DATE

COUNCIL DELEGATE SIGNATURE

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DIAGRAM 11
EIGHTH STOREY

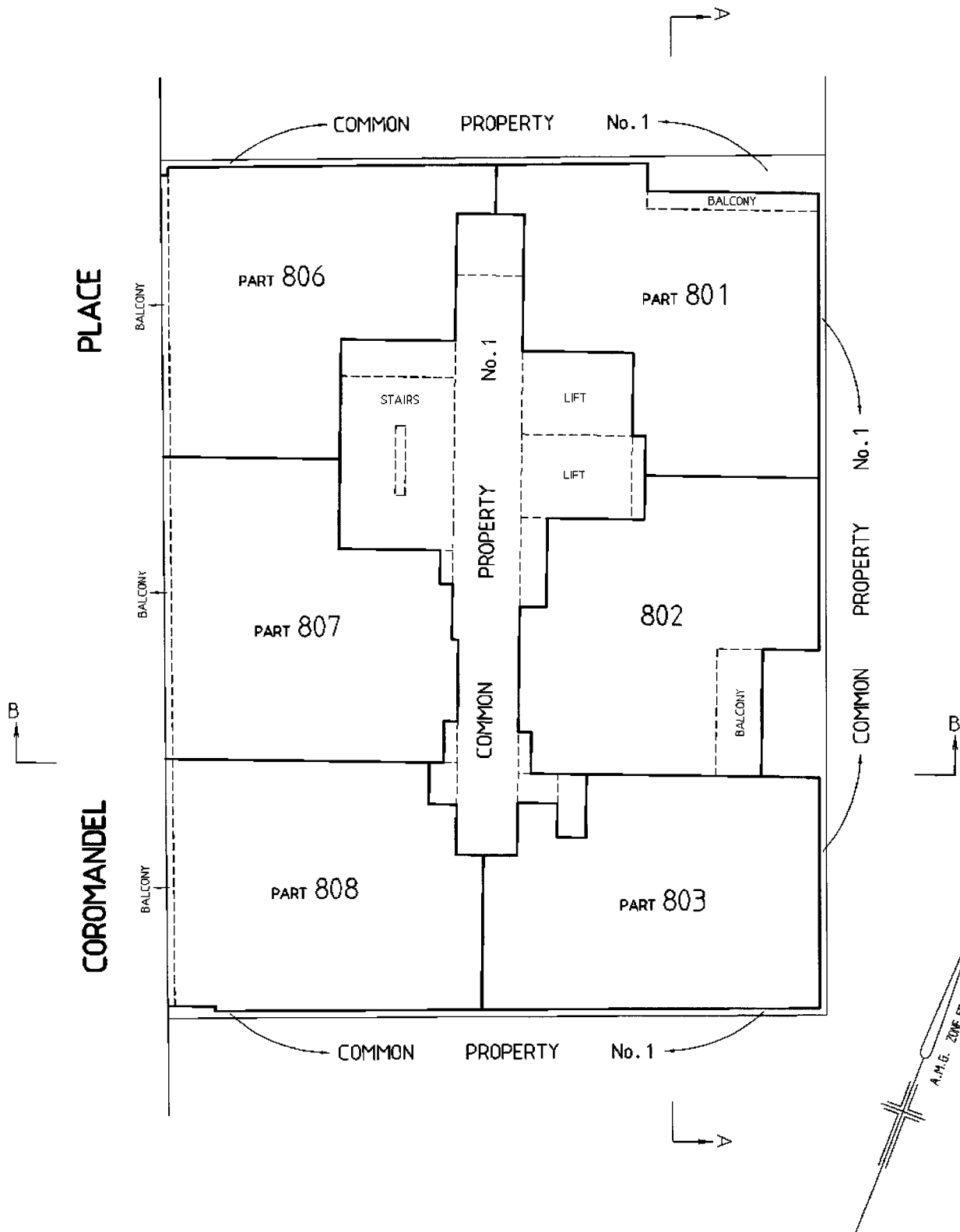
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STAGE No.

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Original Scale Sheet Size
1:100 A3

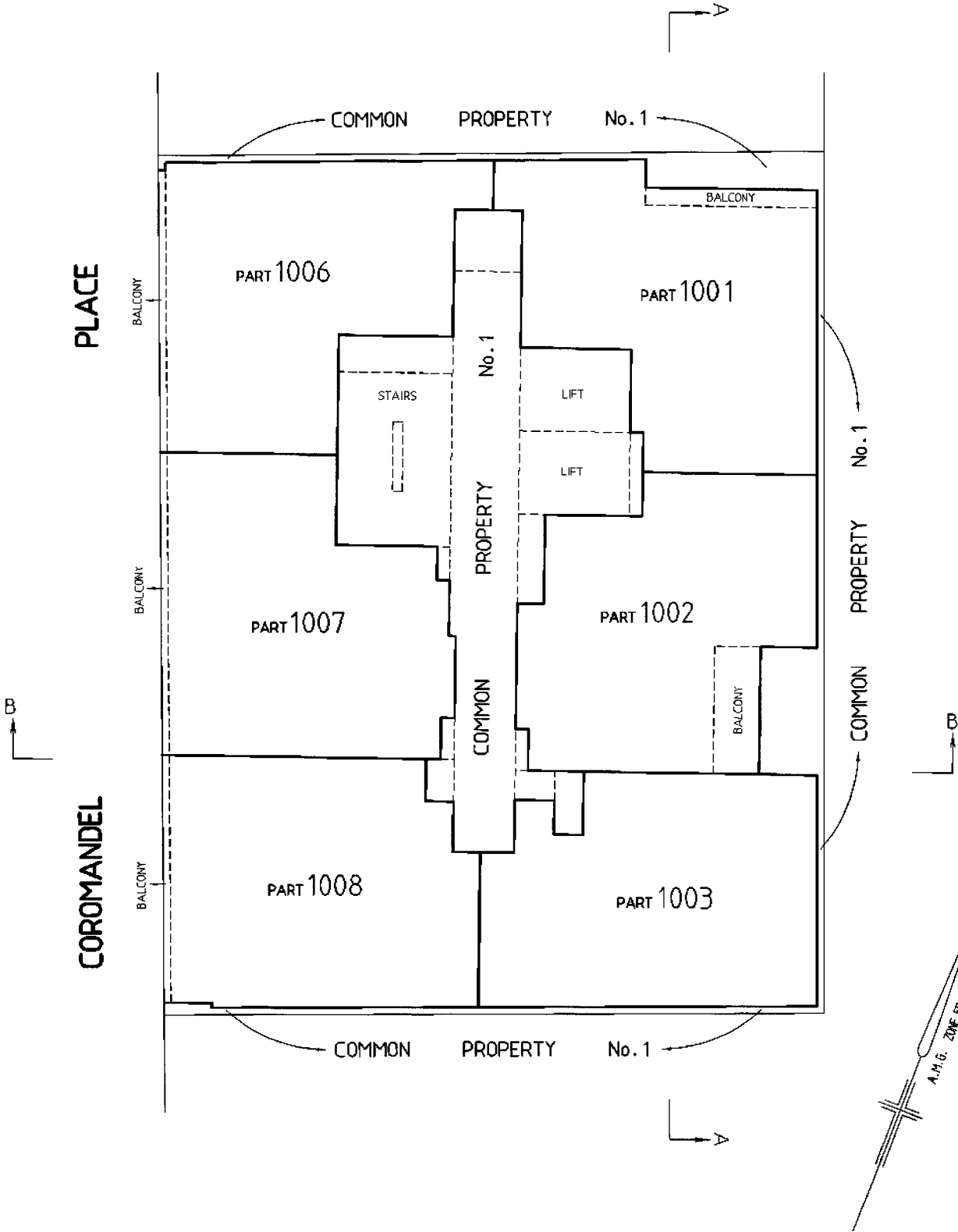
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PS 634060V

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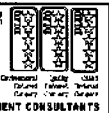
DIAGRAM 13
TENTH STOREY

SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		PS 634060V





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For use: 10/01/2007 to 10/01/2011
For use: 10/01/2011 to 10/01/2016
For use: 10/01/2016 to 10/01/2021

SCALE 1 0 1 2 3 4 5 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:100 SHEET SIZE A3	LICENSED SURVEYOR (PRINT) SIGNATURE DATE / / REF: 21562/PS VERSION: G DATE: 17/06/11 1PS15G.DGN	SHEET 15 DATE / / COUNCIL DELEGATE SIGNATURE
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DIAGRAM 14
ELEVENTH STOREY

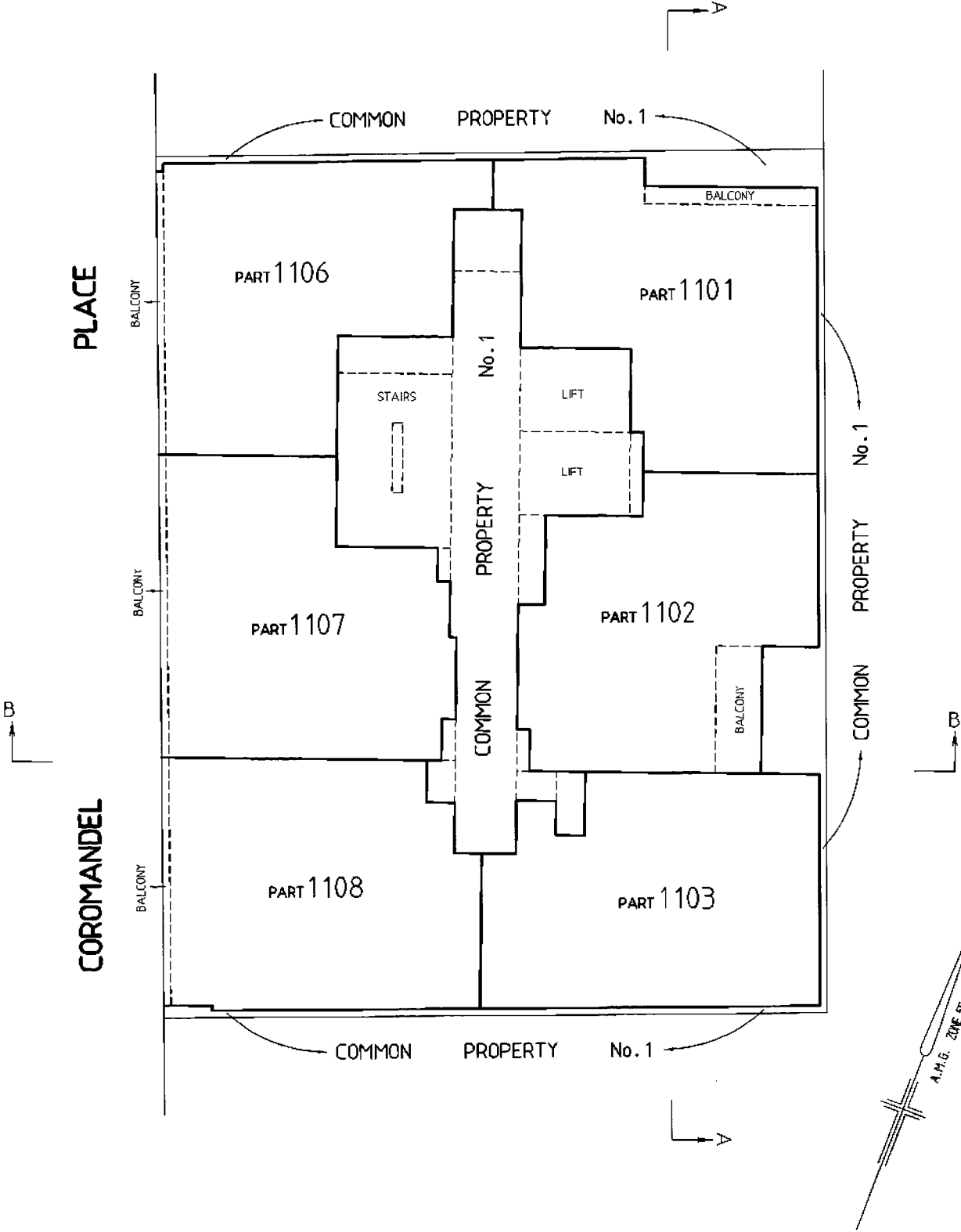
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 634060V





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No. 12345
Exp. 31/12/2011

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DIAGRAM 15
TWELFTH STOREY

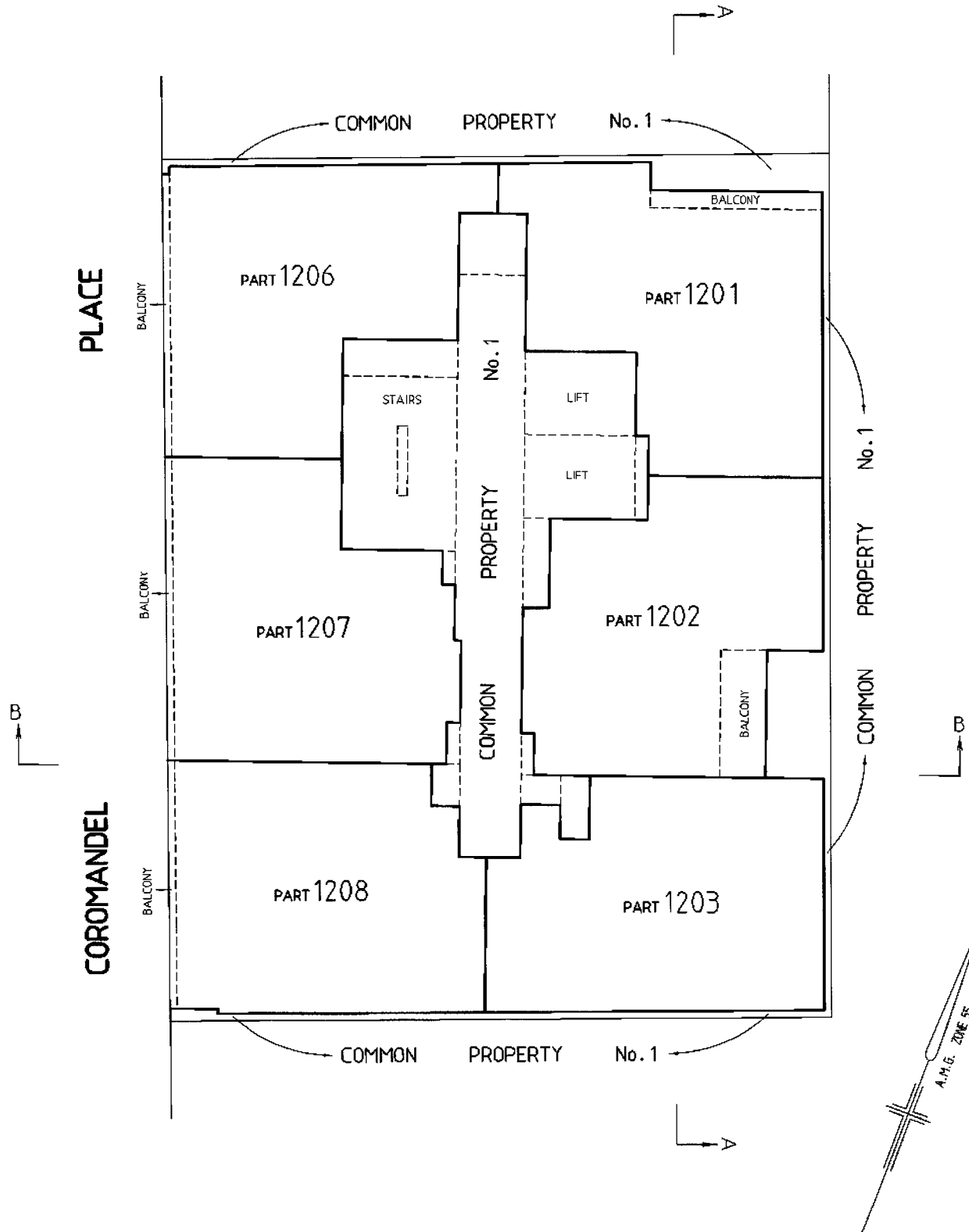
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

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Other: ☐ Other ☐ Other ☐ Other

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DIAGRAM 16 THIRTEENTH STOREY

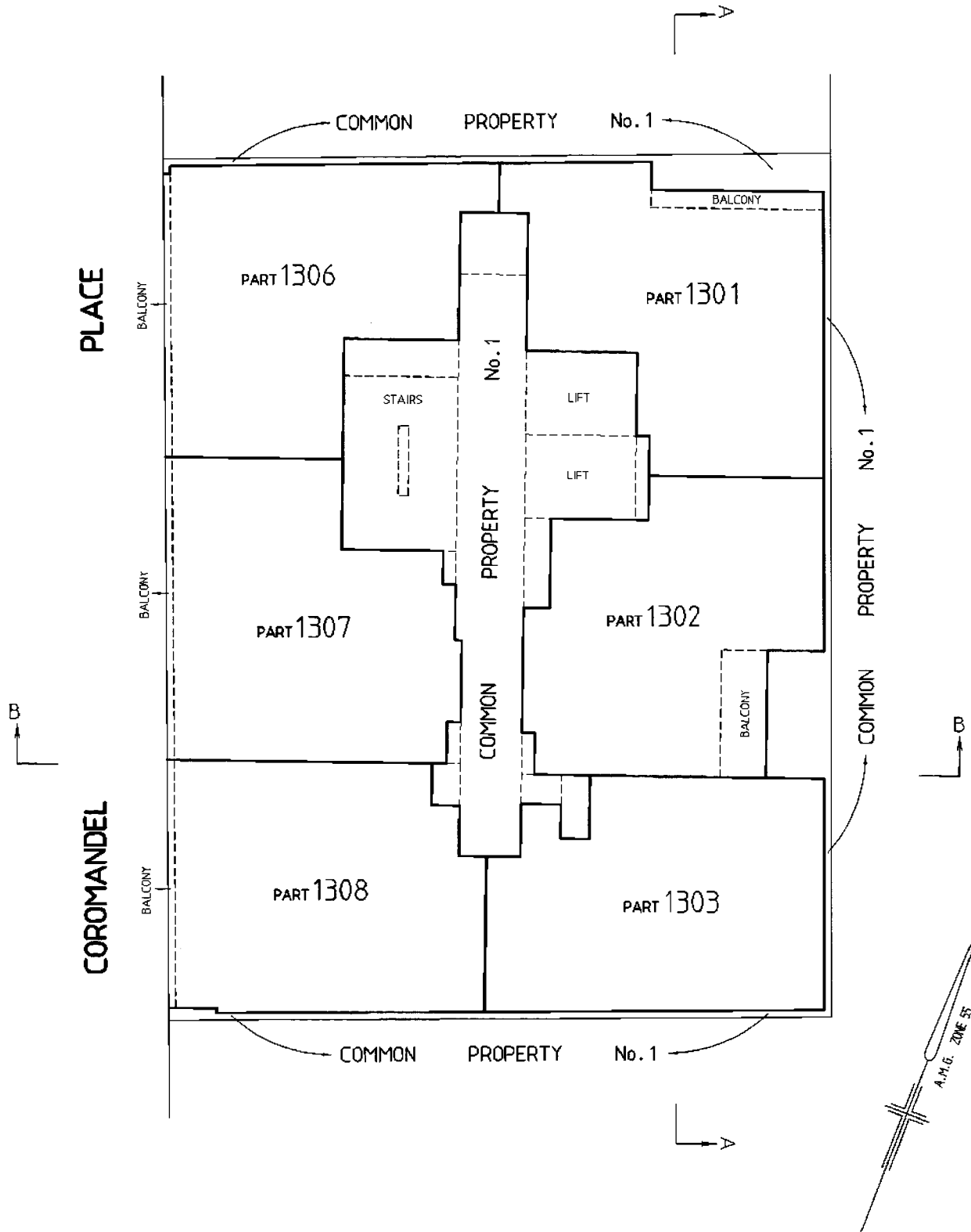
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 634060V



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<p>SCALE</p> <p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SCALE</p> <p>1:100</p>	<p>SHEET SIZE</p> <p>A3</p>	<p>LICENSED SURVEYOR (PRINT)</p> <p>SIGNATURE</p> <p>DATE / /</p>	<p>SHEET 18</p>
	<p>REF: 21562/PS VERSION: G DATE: 17/06/11 1PS18G.DGN</p>			<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>

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DIAGRAM 17
FOURTEENTH STOREY

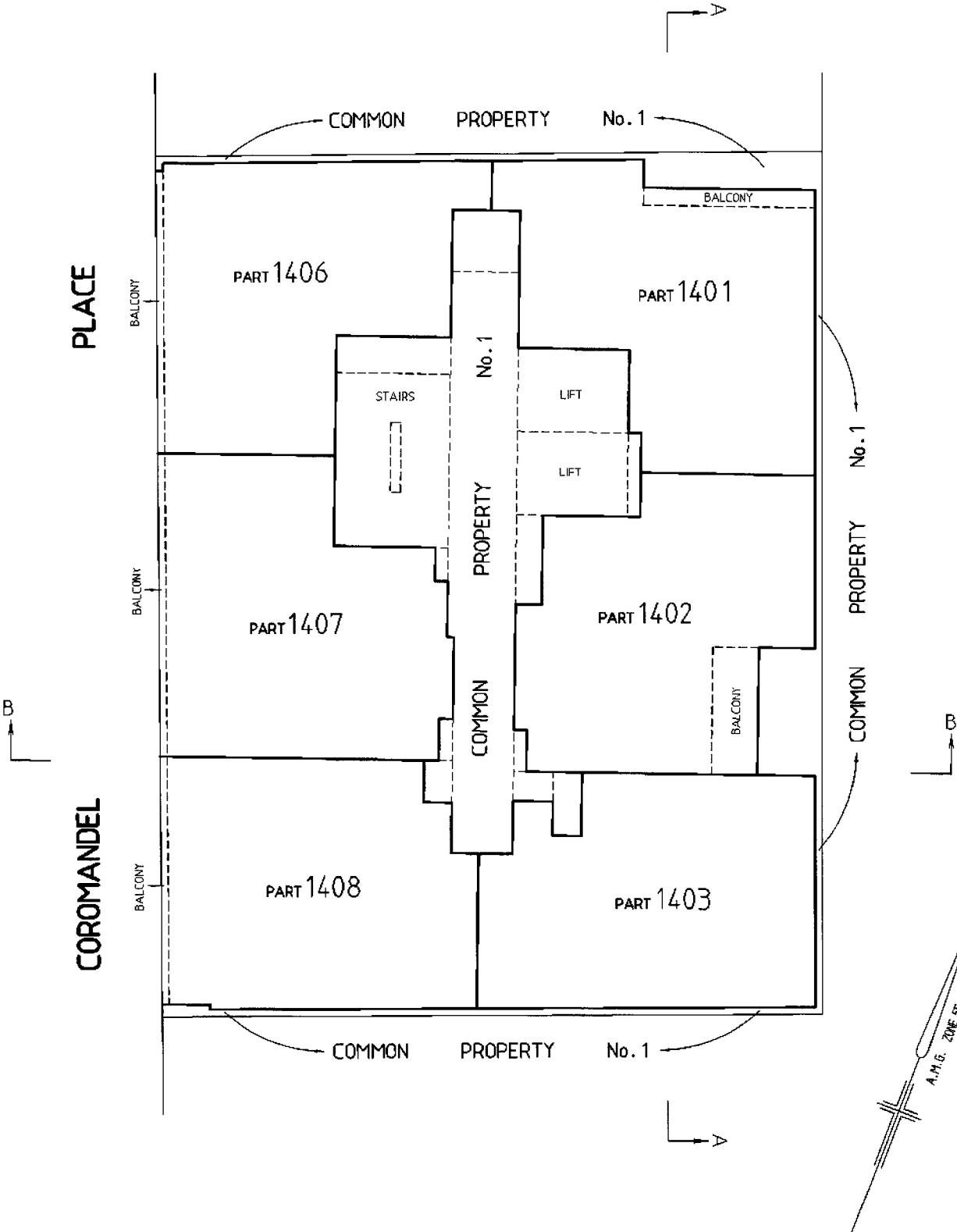
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 634060V



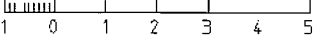


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State of Victoria

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DIAGRAM 18 FIFTEENTH STOREY

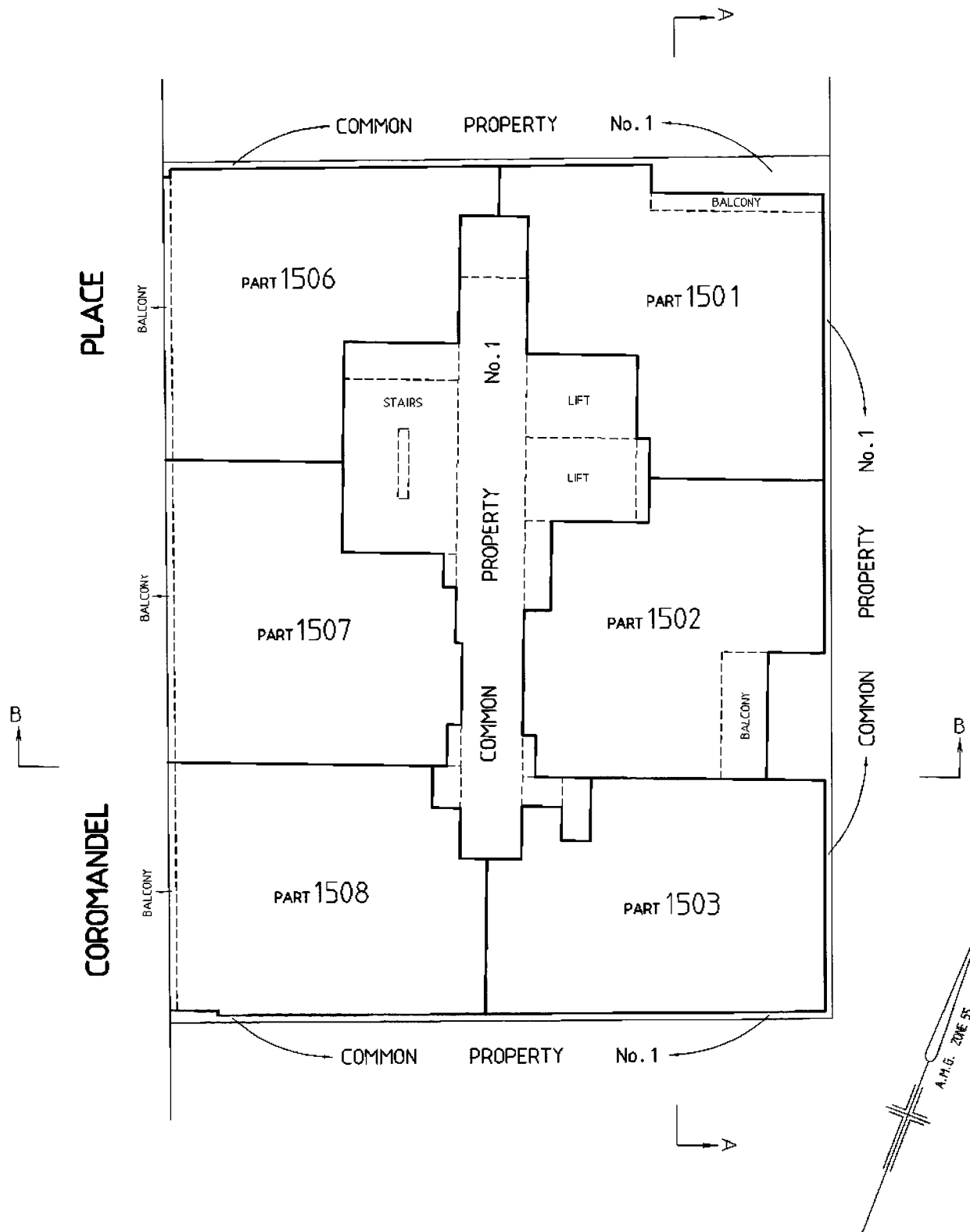
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 634060V



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 website www.reedscon.com.au

SCALE
 1 0 1 2 3 4 5
 LENGTHS ARE IN METRES

ORIGINAL SCALE
 1:100

SHEET SIZE
 A3

LICENSED SURVEYOR (PRINT)

SIGNATURE

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REF: 21562/PS **VERSION: G** **DATE: 17/06/11** **1PS20G.DGN**

SHEET 20

DATE / /

COUNCIL DELEGATE SIGNATURE

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DIAGRAM 19
TOPMOST STOREY

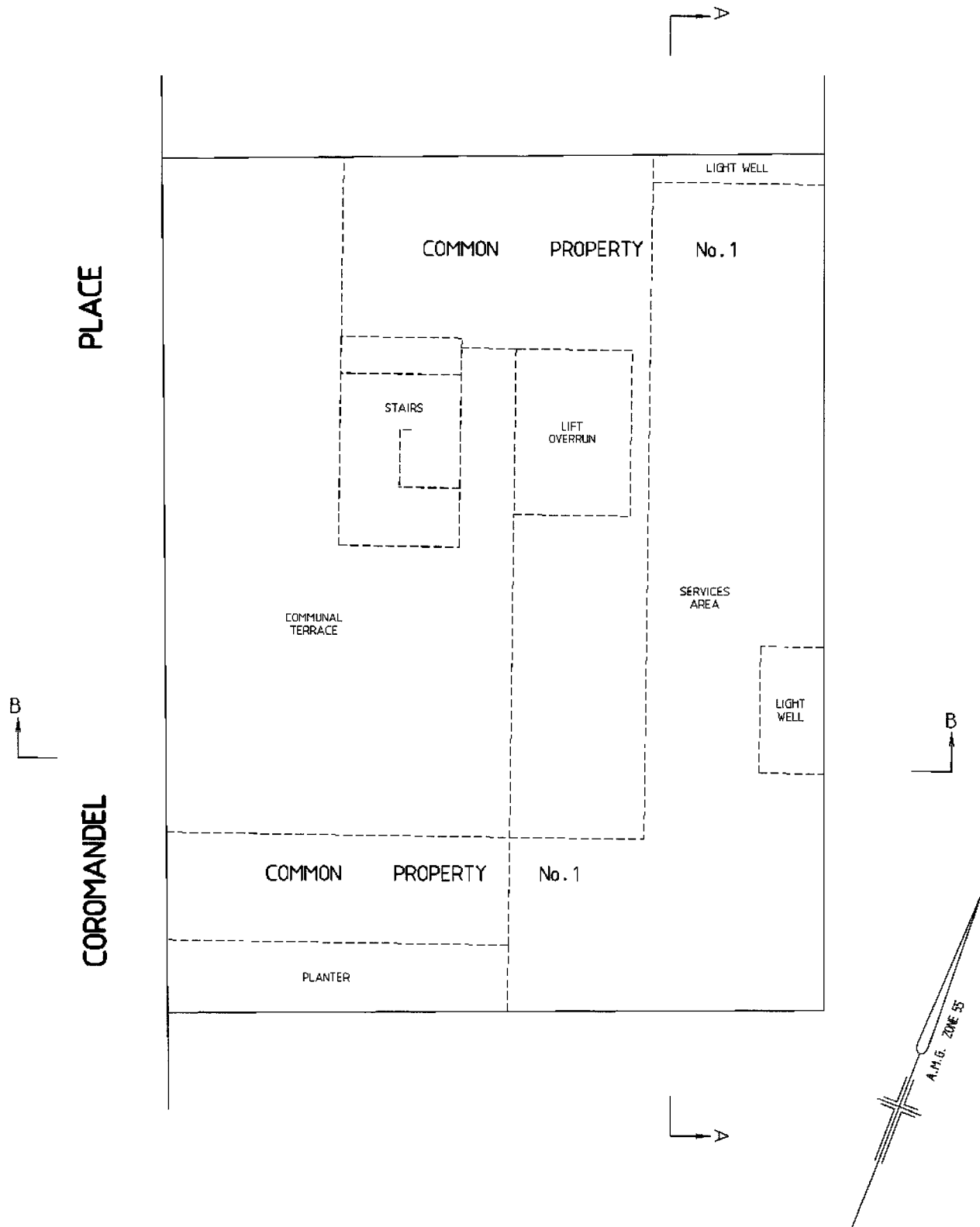
SUBDIVISION ACT 1988

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

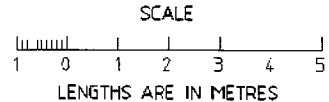
PS 634060V



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SHEET 21
DATE / /
COUNCIL DELEGATE SIGNATURE

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SUBDIVISION ACT 1988	STAGE No.	PLAN NUMBER
PLAN OF SUBDIVISION		PS 634060V

TOPMOST STOREY
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FIFTEEN STOREY
DIAGRAM 18
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FOURTEEN STOREY
DIAGRAM 17
SHEET 19

THIRTEEN STOREY
DIAGRAM 16
SHEET 18

TWELFTH STOREY
DIAGRAM 15
SHEET 17

ELEVENTH STOREY
DIAGRAM 14
SHEET 16

TENTH STOREY
DIAGRAM 13
SHEET 15

NINTH STOREY
DIAGRAM 12
SHEET 14

EIGHTH STOREY
DIAGRAM 11
SHEET 13

SEVENTH STOREY
DIAGRAM 10
SHEET 12

SIXTH STOREY
DIAGRAM 9
SHEET 11

FIFTH STOREY
DIAGRAM 8
SHEET 10

FOURTH STOREY
DIAGRAM 7
SHEET 9

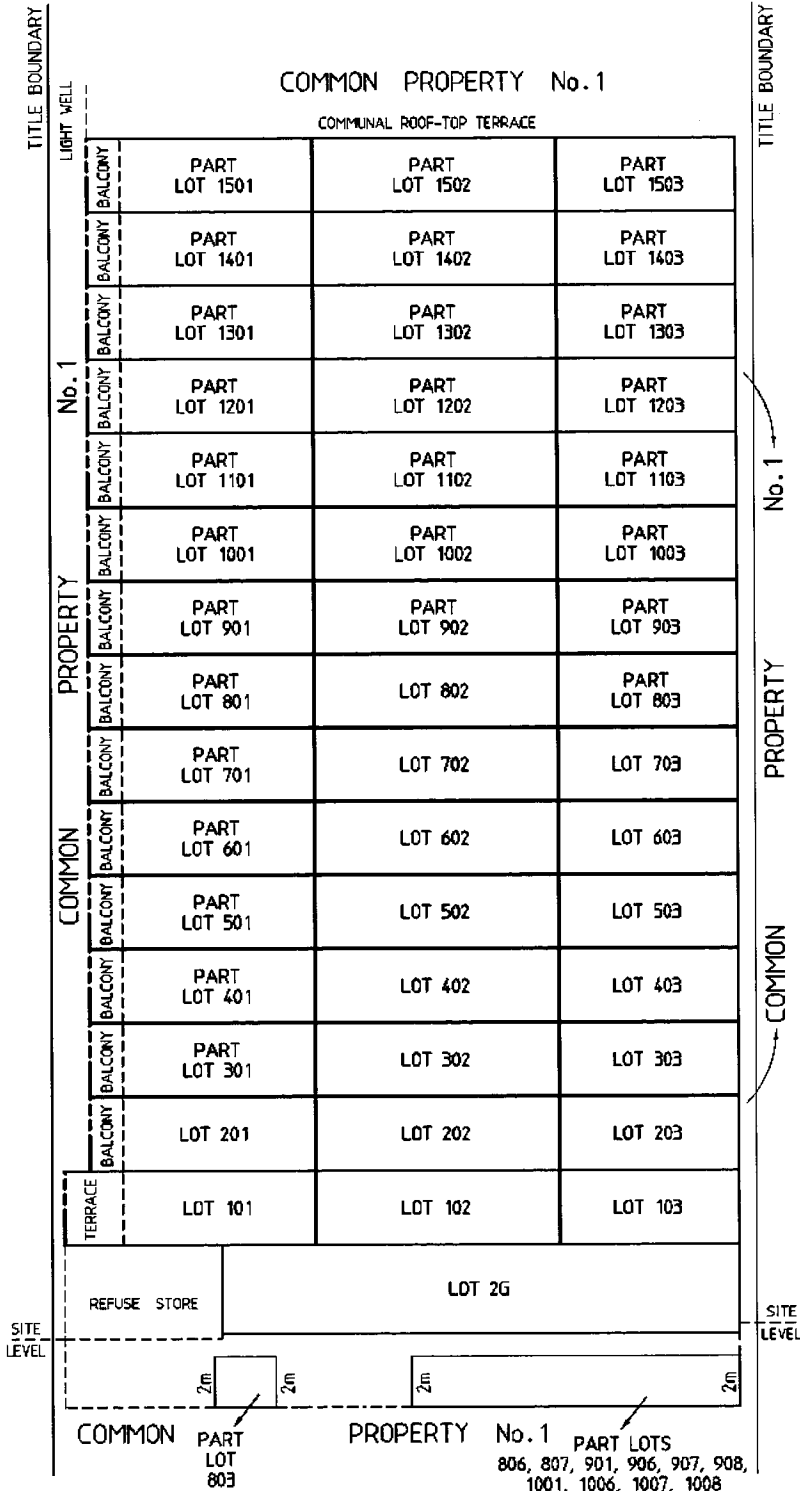
THIRD STOREY
DIAGRAM 6
SHEET 8

SECOND STOREY
DIAGRAM 5
SHEET 7

FIRST STOREY
DIAGRAM 4
SHEET 6

GROUND STOREY
DIAGRAM 2
SHEET 3

BASEMENT
DIAGRAM 3
SHEET 4



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CROSS SECTION A-A

NOT TO SCALE

SCALE NOT TO SCALE LENGTHS ARE IN METRES	ORIGINAL SCALE SHEET SIZE A3	LICENSED SURVEYOR (PRINT) SIGNATURE REF: 21562/PS VERSION: G DATE: 17/06/11 1PS22G.DGN	SHEET 22 DATE COUNCIL DELEGATE SIGNATURE
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SUBDIVISION ACT 1988

STAGE No.

PLAN NUMBER

PLAN OF SUBDIVISION

PS 634060V

TYPICAL ELEVATION B-B

NOT TO SCALE

TOPMOST STOREY
DIAGRAM 19
SHEET 21

FIFTEEN STOREY
DIAGRAM 18
SHEET 20

FOURTEEN STOREY
DIAGRAM 17
SHEET 19

THIRTEEN STOREY
DIAGRAM 16
SHEET 18

TWELFTH STOREY
DIAGRAM 15
SHEET 17

ELEVENTH STOREY
DIAGRAM 14
SHEET 16

TENTH STOREY
DIAGRAM 13
SHEET 15

NINTH STOREY
DIAGRAM 12
SHEET 14

EIGHTH STOREY
DIAGRAM 11
SHEET 13

SEVENTH STOREY
DIAGRAM 10
SHEET 12

SIXTH STOREY
DIAGRAM 9
SHEET 11

FIFTH STOREY
DIAGRAM 8
SHEET 10

FOURTH STOREY
DIAGRAM 7
SHEET 9

THIRD STOREY
DIAGRAM 6
SHEET 8

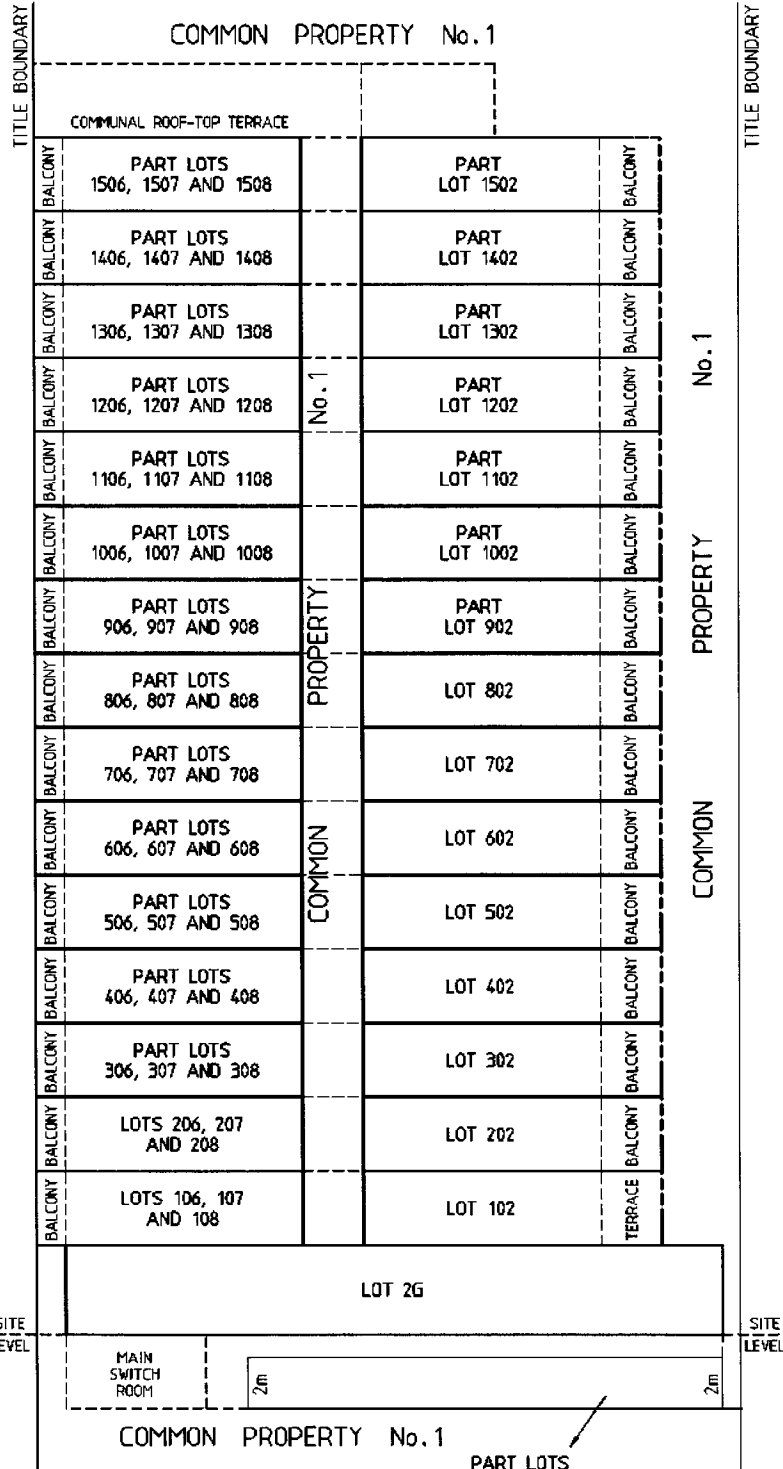
SECOND STOREY
DIAGRAM 5
SHEET 7

FIRST STOREY
DIAGRAM 4
SHEET 6

GROUND STOREY
DIAGRAM 2
SHEET 3

BASEMENT
DIAGRAM 3
SHEET 4

COROMANDEL PLACE



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Original
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Sheet
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SIGNATURE

DATE / /

REF: 21562/PS VERSION: G DATE: 17/06/11 1PS23G.DGN

SHEET 23

DATE / /
COUNCIL DELEGATE SIGNATURE



Plan of Subdivision PS634060V
Certification & Statement of Compliance (Form 6)

SUBDIVISION (PROCEDURES) REGULATIONS 2000

SPEAR Reference Number: S008043S
Plan Number: PS634060V
Council Name: Melbourne City Council
Council Reference Number 1: TP-2010-519
Surveyor's Plan Version: G

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: Christopher Neil Blackwood
Organisation: Melbourne City Council
Date: 12/08/2011

AH229118S

18/05/2010 \$102.90 173



Section 181

Form 18

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

Planning and Environment Act 1987

Lodged by:

Name:

Mallesons Stephen Jaques
Code : 1177B

Phone:

Address:

Ref:

Customer Code: 1177B

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

Land: *Certificate of Title Volume 5048 Folio 599*

Authority:

Melbourne City Council
Town Hall
90 Swanston Street
Melbourne, Victoria, 3000

Section and Act under which agreement made:

Section 173 of the Planning and Environment Act 1987.

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer:


Kim Wood

Title of Officer:

Manager Legal Services

Date:

14 May 2010

SECTION 173 AGREEMENT

AH229118S

18/05/2010 \$102.90

173



Dated the 14th day of May, 2010

MELBOURNE CITY COUNCIL

and

**VICLAND PROPERTY DEVELOPMENTS PTY LTD (ACN 140 227 176)
as trustee for Coromandel Property Trust**

Agreement under Section 173 of the *Planning and
Environment Act 1987*

Land 20 – 26 Coromandel Place, Melbourne

MELBOURNE CITY COUNCIL
Legal Services Branch
3rd Floor Town Hall
90 Swanston Street
MELBOURNE VIC 3000

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SECTION 173 AGREEMENT CONTENTS

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3. AGREEMENT UNDER SECTION 173 OF THE ACT	2
4. EFFECT OF AGREEMENT	2
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10. DEFAULT OF OWNER	5
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12. NOTICES	5
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15. NO WAIVER	6
16. SEVERABILITY	6
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18/05/2010 \$102.90 173



DATE: 14 May 2010

PARTIES: MELBOURNE CITY COUNCIL of Town Hall, Swanston Street,
Melbourne, Victoria 3000 ("Council")

The Party referred to in Item 1 of the Schedule ("Owner")

RECITALS:

- A. The Council is the responsible authority for the administration of the Scheme pursuant to the provisions of the Act.
- B. The Owner is or is entitled to be the registered proprietor of the Land.
- C. The Council issued the Permit.
- D. The Permit allows the use or development referred to in Item 4 of the Schedule.
- E. The Permit is conditional on the Owner entering into an Agreement under Section 173 of the Act with the responsible authority. The Agreement must provide for the matters referred to in Item 5 of the Schedule.
- F. The buildings situated or to be situated on the land referred to in Item 2 of the Schedule have, or will have, affixed to them certain structures which extend over Coromandel Place.
- G. The Council has agreed to grant a licence to the Owner to use the airspace above Coromandel Place on the terms and conditions in this Agreement.
- H. The subject land is encumbered by a Mortgage, details of which are referred to in Item 6 of the Schedule.

OPERATIVE PROVISIONS:

1. DEFINITIONS

In this Agreement (including the Recitals) the terms and words set out in this clause shall have the following meanings unless otherwise indicated by the context:

- 1.1. "Act" means the *Planning and Environment Act 1987*.
- 1.2. "Commencement Date" means the date on which this Agreement commences and referred to in Item 7 of the Schedule.
- 1.3. "Council's Representative" means the person referred to in Item 8 of the Schedule.
- 1.4. "Land" means the land described in Item 2 of the Schedule.
- 1.5. "Lot" means a lot on the Plan.

- 1.6. **"Owner"** means the person or persons entitled from time to time to be registered by the Registrar of the Land Titles Office as proprietor or proprietors of an estate in fee simple of the Land or any part of it.
- 1.7. **"Permit"** means the Planning Permit referred to in Item 3 of the Schedule.
- 1.8. **"Planning Approval"** shall mean and include any planning permit issued in accordance with the Act.
- 1.9. **"Projections"** means those parts of the development projecting into the airspace or sub-soil of land under the care and management of Council.
- 1.10. **"Scheme"** means the Melbourne Planning Scheme.
- 1.11. **"Termination Date"** means the date or specified event referred to in Item 9 of the Schedule on which this Agreement shall end in accordance with Section 177 of the Act.

2. INTERPRETATION

- 2.1. Unless the context provides otherwise, the singular includes the plural and the plural includes the singular.
- 2.2. A reference to a gender includes a reference to each other gender.
- 2.3. A reference to a person includes a reference to a firm, corporation or other corporate body.
- 2.4. If the Owner is more than one person this Agreement binds them jointly and each of them severally.
- 2.5. A reference to legislation includes a modification or re-enactment of it, a legislative provision substituted for it or amendment of it, and a regulation or statutory instrument issued under it.
- 2.6. All headings are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement.
- 2.7. The recitals to this Agreement are and will be deemed to form part of this Agreement.
- 2.8. Any reference in this Agreement to the Council includes its agents, officers, employees, servants, workers and contractors.

3. AGREEMENT UNDER SECTION 173 OF THE ACT

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

4. EFFECT OF AGREEMENT

4.1. Agreement runs with the Land

This Agreement shall be deemed to come into force and effect as from the date of commencement of the Agreement and the benefit and burden of this Agreement shall run with and be annexed to the Land.

Planning Objectives

The parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Scheme and any

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18/05/2010 10:29:00 173



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matters incidental thereto.

4.3. Binding Covenants

The obligations of the Owner under this Agreement will take effect as separate and several covenants which shall be annexed to and run at law and equity with the Land to bind the Owner and each successor, assignee or transferee of the Owner, the registered proprietor, the mortgagee in possession and the beneficial owner for the time being of the Land and every part of the Land.

5. SUCCESSORS IN TITLE

Without limiting the operation or effect which this Agreement has, the Owner shall until such time as a memorandum of this Agreement is registered on the title to the Land ensure that the Owner's successors in title:

- 5.1. give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- 5.2. execute under seal a deed agreeing to be bound by the terms of this Agreement and upon such execution this Agreement shall continue as if executed by such successors as well as by the parties to this Agreement as if the successor's name appeared in each clause in which the name of the Owner appears and in addition to the name of the Owner.

6. LICENCE

- 6.1. Subject to the Owner complying at all times with the terms and conditions of this Agreement, the Council gives the Owner a licence to:

6.1.1. use the airspace above Coromandel Place occupied by the Projections; and

6.1.2. maintain the Projections,

on the terms and conditions in this Agreement.

- 6.2. Council gives the licence with effect from the date of this Agreement until the earlier of:

6.2.1. the ending of this Agreement pursuant to clause 20 of this Agreement; or

6.2.2. the licence being terminated pursuant to clause 8.3 of this Agreement.

- 6.3. As consideration for the Council giving this licence, the Owner shall pay to the Council a once only lump sum payment of \$18,500 plus GST upon execution of this Agreement.

- 6.4. The Owner covenants that it will at no time make any claim to ownership of the road known as Coromandel Place, including any airspace occupied by the Projections, based on or arising from the law of adverse possession.

7. COVENANTS OF OWNER

The Owner covenants and agrees that:

- 7.1. in accordance with the requirements of Condition 3 of the Permit in relation to the Projections:

7.1.1. the Owner shall be solely responsible for the care, repair, replacement and maintenance of the Projections and shall undertake all works necessary to maintain the Projections in good order and condition;

- 7.1.2. the Owner shall indemnify Council against all actions, claims, demands, losses, damages, costs and expenses for which the Council may become liable in respect of or arising from the erection and use of the Projections; and
- 7.2. there are no mortgages, liens charges or other encumbrances or leases or any rights inherent in any person other than the Owner affecting the Land not disclosed by the usual searches or notified to the Council; and
- 7.3. no part of the Land is subject to any rights obtained by adverse possession or subject to any easements or rights described or referred to on Section 42 of the *Transfer of Land Act 1958*; and
- 7.4. it will do all things reasonably necessary including the signing of any further agreements, undertakings, covenants and consents, approvals or other documents necessary for the purpose of ensuring that the Owner carries out the Owner's covenants, agreements and obligations under this Agreement and to enable the Council to enforce the performance by the Owner of such covenants and undertakings; and
- 7.5. it consents to the Council making application to the Registrar of the Land Titles Office to make a recording of this Agreement in the Register on the folio of the Register which relates to the Land in accordance with Section 181 of the Act and do all things reasonably necessary to enable the Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that Section; and
- 7.6. it will indemnify and keep indemnified the Council and the Council's agents in relation to all costs, expenses, losses or damages whatsoever which the Council or its agents may sustain, incur or suffer or be or become liable for in respect of any suit, action, proceeding, judgment or claim brought by any person whatsoever resulting from any breach of this Agreement by the Owner.

8. DEFAULT EVENT

- 8.1. A Default Event occurs if the Owner does not comply with any of its obligations under this Agreement.
- 8.2. If a Default Event occurs, the Council must give 14 days (or other period required under clause 8.4) written notice to the Owner to rectify the Default Event.
- 8.3. If a Default Event is not rectified within the time required under a notice given under clause 8.2, the Council may, at its option, determine the licence given under this Agreement:
- 8.3.1. at the end of the notice period if the notice so expresses; or
- 8.3.2. at the time the Council serves a further notice at any time after the expiration of the initial notice.
- 8.4. Despite clauses 8.3, if, to rectify a Default Event, it is necessary for the Owner to effect substantial works to the Projections or any of them, the Council must allow a reasonable time in its notice within which the Owner must rectify the Default Event but the Council is not required, in any event, to allow more than 120 days for rectification of a Default Event.

COSTS

The Owner shall forthwith pay on demand to the Council the Council's costs and expenses including legal expenses of and incidental to:

- 9.1.1. the negotiation, preparation, execution registration and enforcement of this Agreement including all moneys, costs (including charges for consultants, architects

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and legal advice and assistance) charges and expenses for which the Council may pay, incur or expend, in consequence of any default in the performance and observance of any covenant, proviso, condition or agreement herein contained or implied on the Owner's part to be performed and observed or under or in exercise or enforcement or attempted exercise or enforcement of any right, power or remedy herein contained resulting from a breach of any obligation on the Owner's part to be performed or observed;

- 9.1.2. reasonable administration and supervision costs of the Council properly and reasonably incurred in relation to this Agreement except for administration and supervision which the Council is obliged to undertake pursuant to its statutory duties; and
- 9.1.3. any request by the Owner for the Council's consent or approval where such consent or approval is required under any covenant, proviso, condition or agreement herein contained or implied within fourteen (14) days after the Council has expended or incurred the same.

10. DEFAULT OF OWNER

In the event of the Owner defaulting or failing to perform any of the Owner's obligations under this Agreement, the Council may without prejudice to any other remedies rectify such default and the cost of any works undertaken by the Council to rectify any default shall be borne by the Owner and any such costs shall be capable of being recovered by the Council in any Court of competent jurisdiction as a civil debt recoverable summarily.

11. INTEREST AND CHARGE

- 11.1. If any of the monies payable pursuant to this Agreement are not paid by the due date, the amount then due and unpaid shall attract interest from the relevant due date until the date when such money is paid at the rate of interest from time to time which the Council may be authorised by legislation to charge as interest on any unpaid rates and charges.
- 11.2. Any payments made for the purposes of this Agreement shall be appropriated first in payment of any interest and unpaid costs and expenses of the Council and shall then be applied in repayment of the unpaid sum.

12. NOTICES

- 12.1. A notice or other communication required or permitted to be served by a party on another party shall be in writing and may be served at the address, telephone or facsimile details of the parties are set out in the Schedule,
 - 12.1.1. by delivering it personally to that party;
 - 12.1.2. by sending it by prepaid post; or
 - 12.1.3. by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post,

and notice or other communication is deemed served:

- 12.2.1. if delivered, on the next following business day;
- 12.2.2. if posted, on the expiration of two business days after the date of posting; or

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18/05/2010 10:29:00



12.2.3. if sent by facsimile, at the time recorded by the facsimile machine of the party receiving the transmission provided always that if the time recorded is after business hours, the time will be deemed to be 9.00am on the business day following the transmission.

13. FURTHER ASSURANCE

Each of the parties to this Agreement shall respectively sign and execute all further documents and deeds and do all acts and things as shall reasonably be required to effect the terms and conditions contained in this Agreement.

14. OWNER'S ACKNOWLEDGMENT

The Owner expressly acknowledges and agrees that nothing in this Agreement nor the performance by the Owner of any of its obligations under this Agreement does or will restrain, limit or otherwise fetter the exercise by the Council of the powers, duties and discretions which the Council has or may have under the scheme to consider, approve, amend or to require further information in respect of any plans or applications relating to the use or development allowed by the Permit or the Land generally.

15. NO WAIVER

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

16. SEVERABILITY

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

17. MORATORIUM

To the fullest extent to which it may from time to time be lawful so to do the provisions of all statutes (including moratorium statutes) whether now existing or hereafter to come into force and operating directly or indirectly to lessen or otherwise modify or vary or affect in favour of any party the obligation of that party or stay, postpone or otherwise prevent or prejudicially affect the exercise by a party of all or any to the rights, powers and remedies conferred on the party by this Agreement are hereby expressly negated and excluded from this Agreement.

18. COUNTERPARTS

This Agreement may be executed in any number of counterparts each of which when so executed shall be deemed to be an original and such counterparts shall together constitute but one agreement.

19. GOVERNING LAW

This Agreement takes effect, is governed by and shall be construed in accordance with the laws from time to time in force in the State of Victoria.

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20. ENDING OF AGREEMENT

- 20.1. This Agreement shall cease to operate on the termination date or otherwise as contemplated in Item 9 of the Schedule.
- 20.2. As soon as reasonably practicable after the Agreement has ended the Council will at the request and at the cost of the Owner make application to the Registrar of Titles under Section 183 (2) of the Act to cancel the recording of this Agreement on the Register.

EXECUTED as a DEED

SIGNED SEALED AND DELIVERED by
MARTIN WILLIAMS, EXECUTIVE OFFICER
PLANNING pursuant to an Instrument of
Delegation authorised by Resolution of Council.

)
)
)
)

Witness

EXECUTED BY VICLAND PROPERTY
DEVELOPMENTS PTY LTD (ACN 140 227 176) in
accordance with Section 127 of the *Corporations Act*
2001 in the presence of:-

)
)
)
)

Director

Director/Secretary

NATIONAL AUSTRALIA BANK LIMITED as
Mortgagee under Instrument of Mortgage No.
AH167998Y dated 19 April 2010 which
encumbers the Land consents to the Owner
entering into this Agreement and agrees to
be bound by the terms and conditions of this
Agreement.

STEVEN JARVIS
PARTNER - NAB

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**SCHEDULE**

ITEM NO.	ISSUE	SPECIFICATION
1.	Owner	Vicland Property Developments Pty Ltd as trustee for Coromandel Property Trust Level 1, 256-260 Chapel Street SOUTH YARRA VIC 3141
2.	Land description by address and Certificate of Title details	20 - 26 Coromandel Place, Melbourne being all of the land contained in Certificate of Title Volume 05048 Folio 599.
3.	Permit Number and date issued	TP-2008-1023/A dated 22 May 2009 (amended 2 March 2010).
4.	What the Permit allows	To demolish the existing building and construct a 16 storey building in accordance with the endorsed plans.
5.	What the condition requiring the Agreement provides for	<p>(a) liability and maintenance of those parts of the development projecting into airspace or sub-soil of land under the care and maintenance of Council and disclaiming any right or intention to make or cause to be made at any time any claim or application relating to adverse possession of the land;</p> <p>(b) liability and maintenance of those parts of the development projecting into the air-space or sub-soil of land under the care and management of the Council, including provision of an indemnity and comprehensive insurance cover against damage and injury resulting from the erection and use of the projection, to the satisfaction of the Responsible Authority.</p> <p>(c) providing for the payment to the Council of one lump sum licence fee of such amount as may be reasonably determined by a certified practising valuer appointed by the Council for that purpose.</p>
6.	Mortgage details including name and address of Mortgagee, date mortgage registered and registered number	National Australia Bank Limited 500 Bourke Street MELBOURNE VIC 3000 Mortgage No. AH167998Y dated 19 April 2010.
7.	Commencement date	The date of this agreement.
8.	Council's Representative is:	Grant Logan, Senior Planning Officer
9.	Termination date or specified event	The permanent removal of the Projections from the Land or otherwise as agreed between the parties.

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10.	Address, phone and facsimile of Council	Melbourne City Council Town Hall, Swanston Street Melbourne Ph: 9658-8719 Facsimile: 9650-1026
11.	Address, phone and facsimile of Owner	Level 1, 256-260 Chapel Street SOUTH YARRA VIC 3141 Phone: 9008-1720 Fax: 9529-4222



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS634060V

The land in PS634060V is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1G, 2G, 101 - 103, 106 - 108, 201 - 203, 206 - 208, 301 - 303, 306 - 308, 401 - 403, 406 - 408, 501 - 503, 506 - 508, 601 - 603, 606 - 608, 701 - 703, 706 - 708, 801 - 803, 806 - 808, 901 - 903, 906 - 908, 1001 - 1003, 1006 - 1008, 1101 - 1103, 1106 - 1108, 1201 - 1203, 1206 - 1208, 1301 - 1303, 1306 - 1308, 1401 - 1403, 1406 - 1408, 1501 - 1503, 1506 - 1508.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MAYFIELD BODY CORPORATE MANAGEMENT PTY LTD SUITE 114, 370 ST KILDA ROAD MELBOURNE VIC 3004

AQ818733J 14/03/2018

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC011696V 31/08/2011

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 1G	65	47
Lot 2G	240	176
Lot 101	49	54
Lot 102	48	50
Lot 103	49	53



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS634060V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	48	52
Lot 107	48	52
Lot 108	49	53
Lot 201	48	52
Lot 202	46	50
Lot 203	50	53
Lot 206	49	53
Lot 207	49	53
Lot 208	49	53
Lot 301	49	53
Lot 302	46	50
Lot 303	50	53
Lot 306	50	54
Lot 307	50	54
Lot 308	51	54
Lot 401	50	53
Lot 402	46	50
Lot 403	50	53
Lot 406	50	54
Lot 407	51	54
Lot 408	51	54
Lot 501	53	53
Lot 502	46	50
Lot 503	50	53
Lot 506	54	54
Lot 507	54	54
Lot 508	55	54
Lot 601	54	53
Lot 602	47	50



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS634060V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 603	50	53
Lot 606	54	54
Lot 607	55	54
Lot 608	55	54
Lot 701	54	53
Lot 702	47	50
Lot 703	51	54
Lot 706	55	54
Lot 707	55	54
Lot 708	55	54
Lot 801	54	53
Lot 802	47	50
Lot 803	50	53
Lot 806	55	54
Lot 807	55	54
Lot 808	55	54
Lot 901	54	53
Lot 902	48	51
Lot 903	51	54
Lot 906	55	54
Lot 907	55	54
Lot 908	55	54
Lot 1001	55	53
Lot 1002	48	51
Lot 1003	51	54
Lot 1006	55	54
Lot 1007	56	54
Lot 1008	56	54
Lot 1101	55	53



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS634060V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1102	48	51
Lot 1103	52	54
Lot 1106	55	54
Lot 1107	56	54
Lot 1108	56	54
Lot 1201	55	53
Lot 1202	48	51
Lot 1203	52	54
Lot 1206	56	54
Lot 1207	56	54
Lot 1208	56	54
Lot 1301	55	53
Lot 1302	48	51
Lot 1303	52	54
Lot 1306	56	54
Lot 1307	56	54
Lot 1308	56	54
Lot 1401	56	53
Lot 1402	48	51
Lot 1403	52	54
Lot 1406	56	54
Lot 1407	56	54
Lot 1408	57	54
Lot 1501	56	53
Lot 1502	49	51
Lot 1503	52	54
Lot 1506	56	54
Lot 1507	57	54
Lot 1508	57	54



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 05/06/2024 12:27:59 PM

OWNERS CORPORATION 1
PLAN NO. PS634060V

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	5000.00	5000.00

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

1037711

APPLICANT'S NAME & ADDRESS

CONNIE COSTANZO C/- GXS
DOCKLANDS

VENDOR

BLINKINSOP, COLIN WILLIAM

PURCHASER

TBA, TBA

REFERENCE

24/0356-Blinkinsop

This certificate is issued for:

LOT 1202 PLAN PS634060 ALSO KNOWN AS 1202/22 COROMANDEL PLACE MELBOURNE
MELBOURNE CITY

The land is covered by the:

MELBOURNE PLANNING SCHEME

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

The land:

- is included in a CAPITAL CITY ZONE SCHEDULE 1 - OUTSIDE THE RETAIL CORE
- is within a PARKING OVERLAY - PRECINCT 1
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (HC-7)
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1

A Proposed Amending Planning Scheme C376melb has been placed on public exhibition which shows this property :

- is within a DESIGN AND DEVELOPMENT OVERLAY - C376melb

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

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

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

05 June 2024

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.

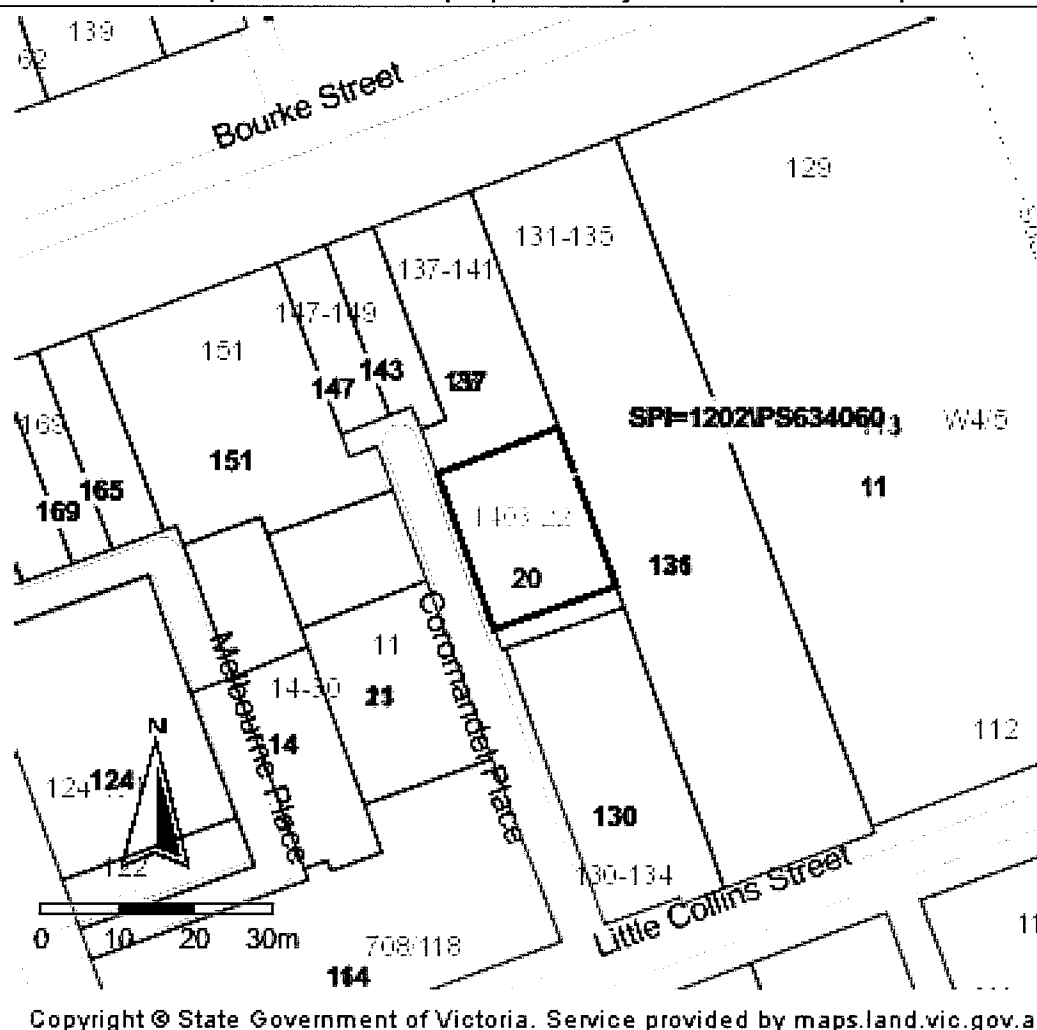
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

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.



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 05 June 2024 12:43 PM

PROPERTY DETAILS

Address: 1202/22 COROMANDEL PLACE MELBOURNE 3000

Lot and Plan Number: Lot 1202 PS634060

Standard Parcel Identifier (SPI): 1202\PS634060

Local Government Area (Council): MELBOURNE

Council Property Number: 633812

Planning Scheme: Melbourne

Directory Reference: Melway 2F H3

www.melbourne.vic.gov.au

[Planning Scheme - Melbourne](#)

UTILITIES

Rural Water Corporation: Southern Rural Water

Melbourne Water Retailer: Greater Western Water

Melbourne Water: Inside drainage boundary

Power Distributor: CITIPOWER

STATE ELECTORATES

Legislative Council: NORTHERN METROPOLITAN

Legislative Assembly: MELBOURNE

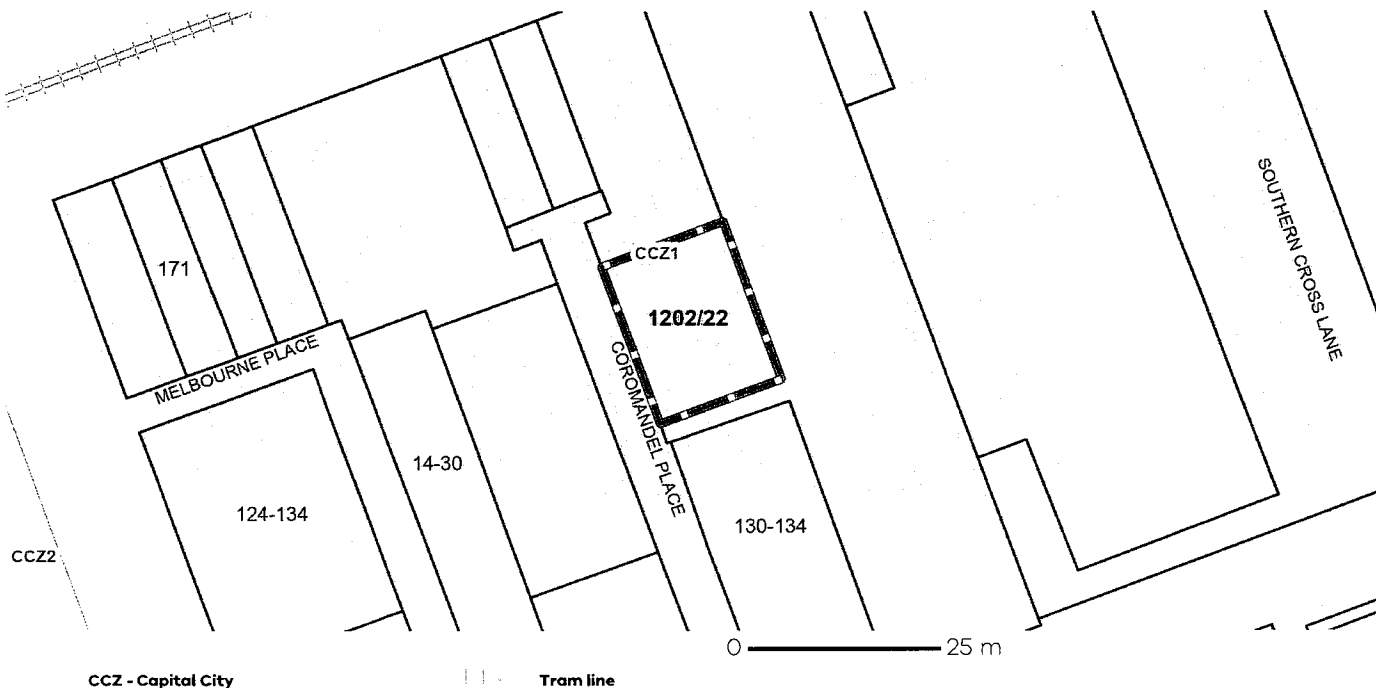
OTHER

Registered Aboriginal Party: Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation

[View location in VicPlan](#)

Planning Zones

[CAPITAL CITY ZONE \(CCZ\)](#)
[CAPITAL CITY ZONE - SCHEDULE 1 \(CCZ1\)](#)



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

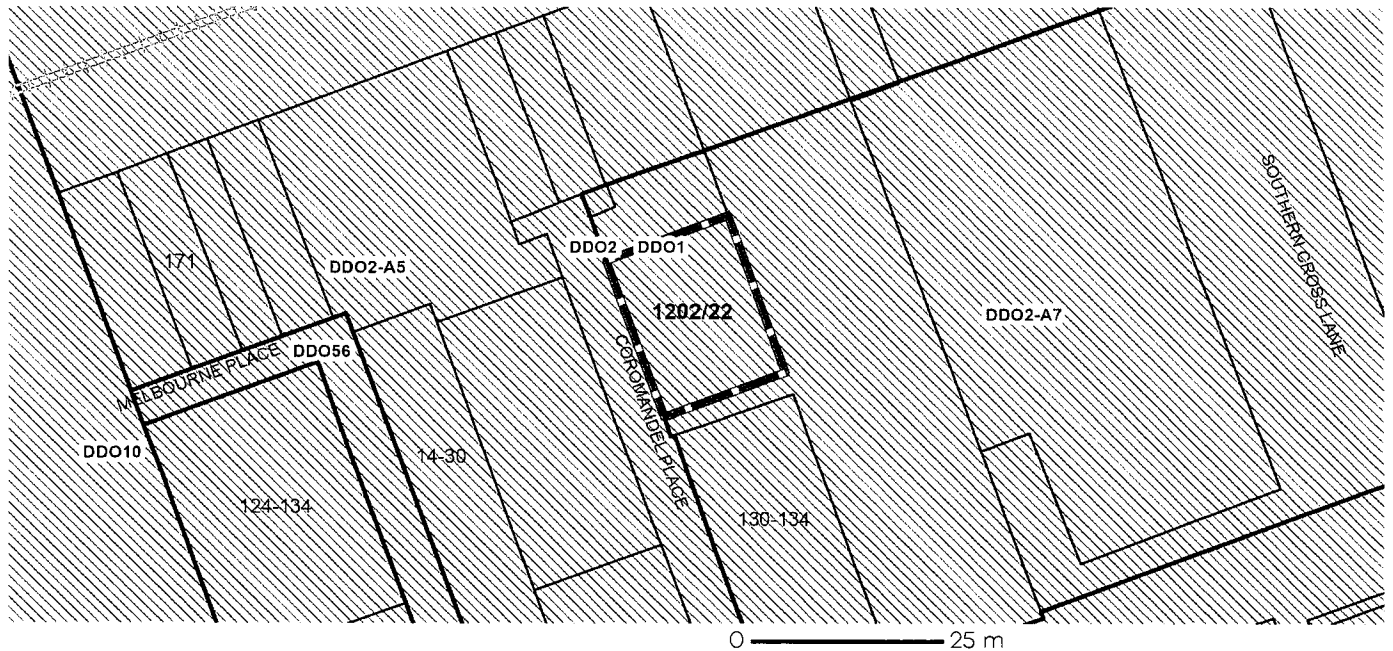
Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 1 (DDO1)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (DDO2)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 (HC-7) (DDO2-A7)

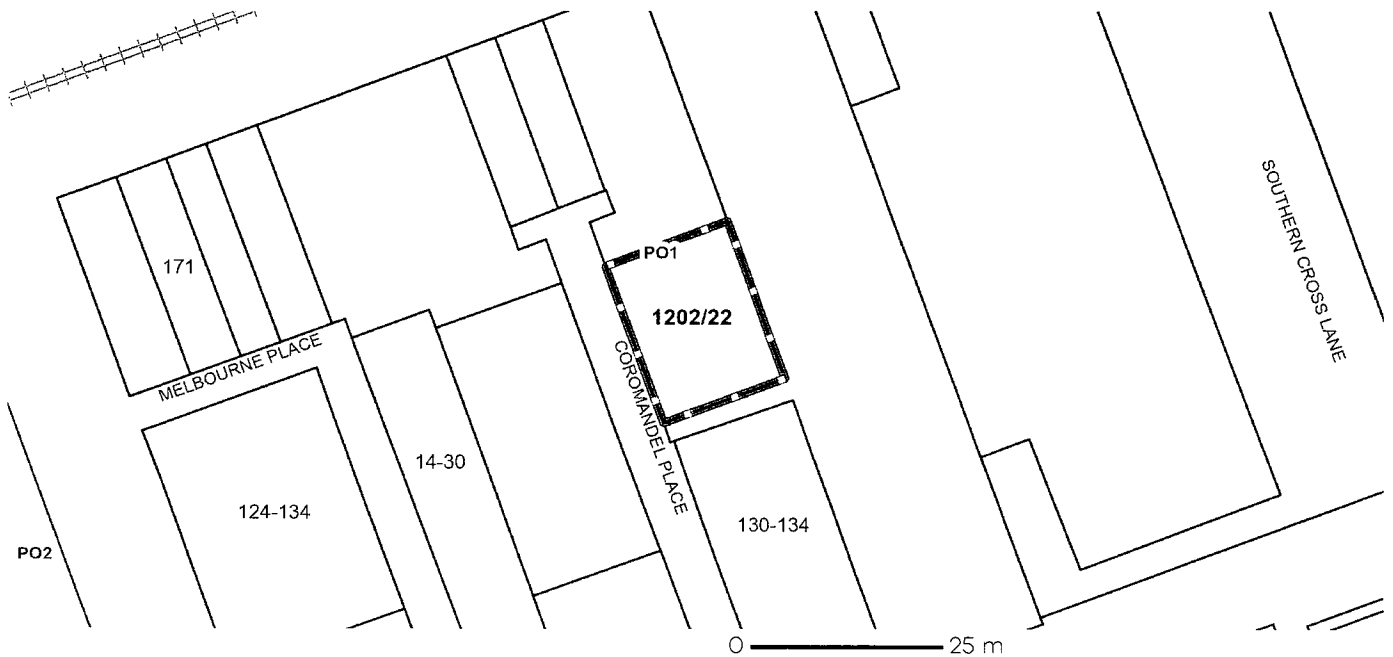


DDO - Design and Development Overlay **Tram line**

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

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



PO - Parking Overlay **Tram line**

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

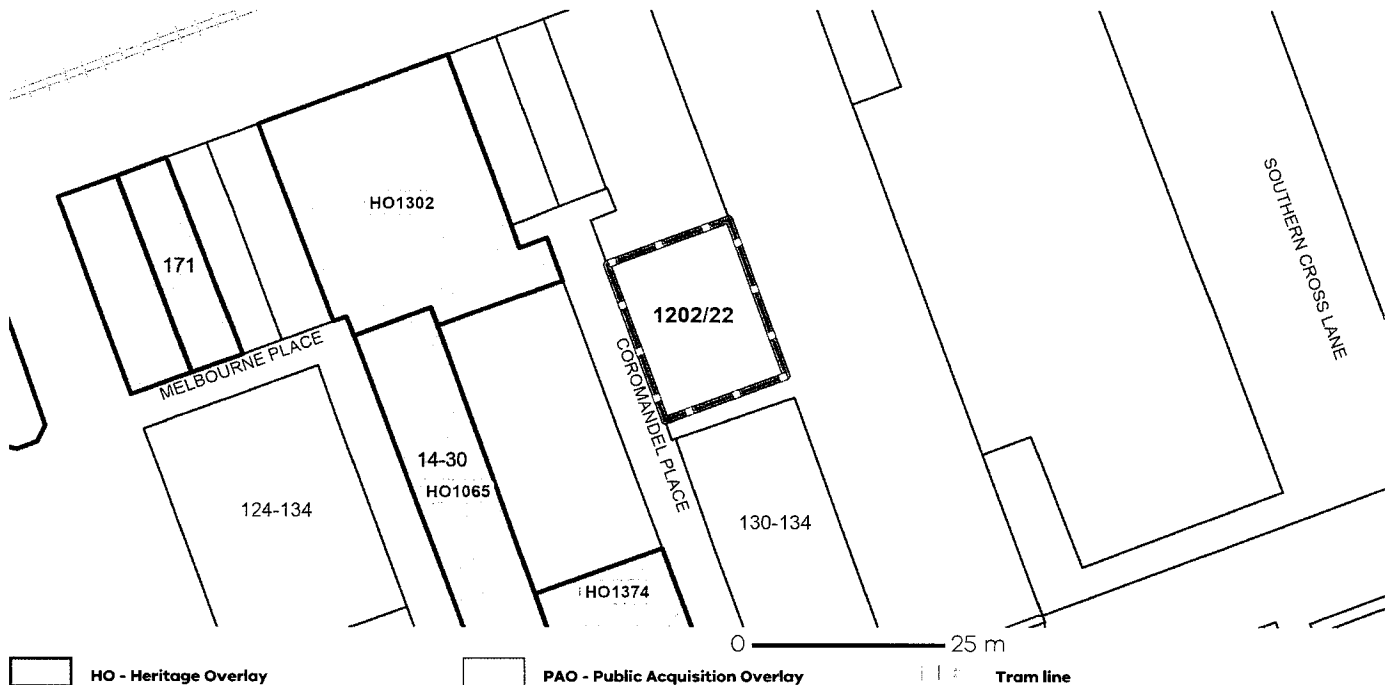
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

PUBLIC ACQUISITION OVERLAY (PAO)



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

Further Planning Information

Planning scheme data last updated on 29 May 2024.

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

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

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

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

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

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

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

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

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

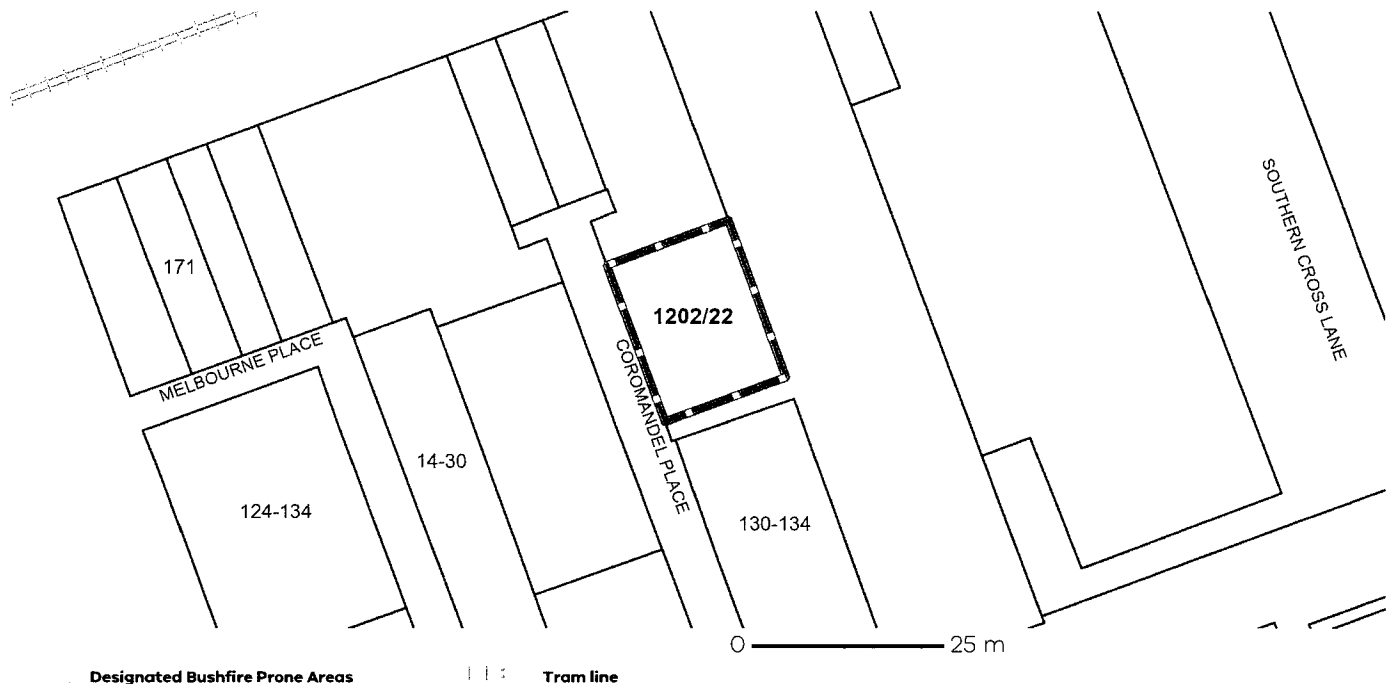
Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

No special bushfire construction requirements apply. Planning provisions may apply.

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

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



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

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

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

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

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

Native Vegetation

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

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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Connie Costanzo
Suite 2 261 265 Blackburn Road
EAST DONCASTER 3109

Client Reference: 24/0356-Blenkinsop

NO PROPOSALS. As at the 5th June 2024, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

UNIT 1202, LEVEL 12 22 COROMANDEL PLACE, MELBOURNE 3000
CITY OF MELBOURNE

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: 5th June 2024

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 73085582 - 73085582122539
'24/0356-Blenkinsop'

CITY OF MELBOURNE
LAND INFORMATION CERTIFICATE
(SECTION 121 LOCAL GOVERNMENT ACT 2020)

CERTIFICATE NO: 208012
DATE OF ISSUE: 05-Jun-2024
YEAR ENDING: 30-Jun-2024

- 1) This certificate provides information regarding Valuations, Rates, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by-law of the council.
- 2) This certificate is not required to include information regarding Planning, Health, Land Fill, Land Slip, flooding information or service easements. Information regarding these matters may be available from the council or relevant authority. A fee may be charged for such information.

Property situated at: Unit 1202, Level 12, 22 Coromandel Place, MELBOURNE VIC 3000

Legal Description: Lot 1202 PS634060V CT-11299/349

Valuation Date: 01-Jul-2023

Assessment No: 201158 3

Net Annual Value: 16,250 Capital Improved Value: 325,000 Site Value: 85,000

Owner recorded by Council: Mr Colin William Blenkinsop and Ms Julie Blenkinsop

RATES AND CHARGES
for the period 01/07/2023 to 30/06/2024

	Balance Owing
General Rates	\$ 615.10
Fire Services Levy	\$ 139.95
Waste Services	\$ 160.00
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 0.00
Legal Costs	\$ 0.00
Total Payments	\$ -915.05

TOTAL DUE \$ 0.00

The total due as shown on this certificate may change prior to settlement

Please note: After settlement, the responsibility for payment of outstanding rates rests with the purchaser. Please advise your client accordingly.

How to Pay

By Mail	In person	Phone and Internet	 
To GPO Box 2158 Melbourne Vic 3001	Melbourne Town Hall Business Hours Monday to Friday Cash Payments not accepted. Card payment available.	Mastercard or Visa only Tel: Call 1300 130453 Internet: www.melbourne.vic.gov.au/rates	Billers code: 79616 Ref: 102011583

Landata
DX250639 MELBOURNE

OTHER INFORMATION

Local Government (General) Regulations

13(1)(d)(v)	Money owed for works under the Local Government Act 1958	Nil
13(1)(d)(vi)	Potential liability for rates under the Cultural and Recreational Lands Act 1963	N/A
13(1)(d)(vii)	Potential liability for land to become rateable under section 173 or 174A of the act	N/A
13(1)(d)(viii)	any money owed in relation to land under section 94(5) of the Electricity Industry act 2000	N/A
13(1)(d)(ix)	Any outstanding amount required to be paid for recreational purposes or any transfer of land to the council for recreational purposes under Section 18 of the Subdivision Act 1988 or LGA 1958.	Nil
13(1)(d)(x)	Money owed under Section 227 of the Local Government Act 1989	Nil
13(1)(d)(xi)	any environmental upgrade charge in relation to the land which is owed under section 270 of the City of Melbourne Act 2001	N/A
13(1)(e)	any notice or order on the land has continuing application under the Act, the Local Government Act 1958 or under a local law of the Council and, if so, the details of the notice or order	N/A



Applicants Reference 73085582-017-0:217873

Authorised Officer _____

Updates on this certificate will only be provided for a period of 90 days

For inquiries regarding this certificate:

Phone: 9658 9759
Email: rates@melbourne.vic.gov.au

To lodge Notice of Acquisition/Disposition

Mail: GPO Box 2158, Melbourne, VIC 3001
Email: propertydata@melbourne.vic.gov.au



LANDATA
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number

73085582-027-9

Statement number

6509619794

Date of Issue 16 Jun 2024**Total amount**

\$0.00

Total amount to end of June 2024 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all Tariffs, Charges and Penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes Tariffs and Charges, (other than for water yet to be consumed), which are due and payable to the date as well as any relevant Orders, Notices and Encumbrances applicable to the property, described hereunder.

Requested address UNIT 1202/22 COROMANDEL PLACE, MELBOURNE VIC 3000

Property number 2200840000

Title(s)

Comments

Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Bill code: **8789**
Ref: **06362100001**

Go to **bpay.com.au**



Post Billpay

Australia Post

Billpay code: **0362**
Ref: **0063 6210 0009**

Pay at any post office,
by phone **13 18 16**, at
postbillpay.com.au, or
via Auspost app



*362 006362100009

Annual Charges

	Annual charge	Frequency	Date billed-to	Outstanding amount
Residential Water Service Charge	\$206.40	Quarterly	30-06-2024	\$0.00
Residential Sewer Service Charge	\$269.56	Quarterly	30-06-2024	\$0.00
Parks Fee	\$84.86	Annual	30-06-2024	\$0.00
Drainage Fee	\$118.16	Quarterly	30-06-2024	\$0.00
Total annual charges	\$678.98			
		Service charges owing		\$0.00
		Volumetric charges owing		\$0.00
Your total charges				\$0.00

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

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

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

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

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

General Information

If a final meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the final meter reading may not be available for at least two business days after the meter is read. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement - www.com.au/information-statements. Updates of rates and other charges will only be provided for up to three months from the date of this statement.

Authorised Officer,

A handwritten signature in black ink, appearing to read 'R Charrett', with a horizontal line underneath.

Rohan Charrett
General Manager, Customer Experience

INFORMATION STATEMENT PLOT

Address :

UNIT 1202/22 COROMANDEL PLACE MELBOURNE VIC 300

Reference :

PID000480022



Scale 1:2000
Printed on : 16/06/2024

Water Main DOES NOT traverse property
Sewer Main DOES NOT traverse property



— Water Potable
— Water Recycled
— Sewer Main
— Abandoned Main

● Maintenance Shaft
□ Inspection Shaft
● Node / Valve
■ Hydrant



Greater Western Water

38 Macedon St,
Sunbury
Locked Bag 350
Sunshine
VIC 3020

Ph: 134 499

www.gww.com.au

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

Property Clearance Certificate

Land Tax



CONNIE COSTANZO

Your Reference:

LD:73085582-013-2.24/0356-E

Certificate No:

78292005

Issue Date:

05 JUN 2024

Enquiries:

ESYSPROD

Land Address: UNIT 1202, LEVEL 12, 22 COROMANDEL PLACE MELBOURNE VIC 3000

Land Id	Lot	Plan	Volume	Folio	Tax Payable
39152894	1202	634060	11299	349	\$552.50

Vendor: JULIE BLENKINSOP & COLIN BLENKINSOP

Purchaser: TBA TBA

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MRS JULIE BLENKINSOP	2024	\$85,000	\$552.50	\$0.00	\$552.50

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$325,000
SITE VALUE:	\$85,000
CURRENT LAND TAX CHARGE:	\$552.50



Notes to Certificate - Land Tax

Certificate No: 78292005

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$85,000

Calculated as \$500 plus (\$85,000 - \$50,000) multiplied by 0.000 cents.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 78292005

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 78292005

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Windfall Gains Tax



CONNIE COSTANZO

Your LD:73085582-013-2.24/0356-
Reference: BLEN
Certificate No: 78292005
Issue Date: 05 JUN 2024

Land Address: UNIT 1202, LEVEL 12, 22 COROMANDEL PLACE MELBOURNE VIC 3000

Lot	Plan	Volume	Folio
1202	634060	11299	349

Vendor: JULIE BLENKINSOP & COLIN BLENKINSOP

Purchaser: TBA TBA

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 78292005

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 78292000

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 78292000

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 and Reg 16 Owners Corporations Regulations 2018
Subdivision Act 1988

OC Number	634060
Property	PS 634060V Lot 1202 20-26 Coromandel Place, MELBOURNE
Vendor	Colin Blenkinsop
BPAY Reference	Biller Code: 96503 Ref: 216254193 07464
This certificate is issued for Lot 1202, Plan No. 634060	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **07/06/2024**. You should obtain an update over the phone immediately prior to settlement.

- a) The present fees for the above Lot are **\$4,036.00 per annum**, due quarterly in advance.
(The annual contribution fee is subject to change depending on the budget set for the year.)

Period	01/01/2024	01/04/2024	01/07/2024	01/10/2024
Amount	\$1,009.80	\$1,009.80	\$1,009.80	\$1,009.80

- b) The fees are paid up until **30/06/2024**. If settlement should occur on or after any due date the next fee instalment will also be due and payable
- c) Outstanding fees and charges presently total **\$0.00**, plus penalty interest amount of **\$0.00**.
- d) The following special fees or charges have also been raised and will be payable on the dates indicated below- Nil

Due Date	Amount	Details
Nil		

- e) The Owners Corporation **does not** have any repairs, maintenance or other works that have either been completed or planned and which may incur additional charges, that have not been included in the annual fees or special levies above.
- f) The Owners Corporation holds the following insurance cover-

Insurer: QBE Insurance
Policy No: HU0006112580
Period: 05/09/2023 - 05/09/2024

Insurance Type	Sum Insured
Building/Common Property	\$31,357,552.00
Public Liability	\$20,000,000.00
Office Bearers	\$2,000,000.00
Machinery Breakdown	\$100,000.00

g) The Owners Corporation **has not** resolved that members may arrange their own insurance under Section 63 of the Act.

h) The total financial position held by the Owners Corporation as at 07/06/2024 is as follows -

Administrative Fund	Maintenance Fund	Total
\$94,182.21	\$0.00	\$94,182.21

i) The Owners Corporation **does / may** have any contingent liabilities that are not covered by the annual fees, special levies or repairs and maintenance as set out above.
The Owners Corporation is yet to adopt a maintenance plan. When a maintenance plan is adopted, annual fees will need to increase to fund plan.

j) The Owners Corporation **has** granted any contracts, leases, licences or agreements affecting the common property.

Contracts;

Facilities management contract with Centric Facilities Management

Owners corporation management contract with Mayfield Body Corporate Management.

Lift maintenance contract with Schindler Lifts.

Mechanical ventilation with Refmech.

Waste removal contract with CSC.

Electricity contract with Origin Energy

Supply of hot water to individual apartments - Origin Bulk Hot Water

Leases / Licences

Nil

k) The Owners Corporation **has not** resolved to provide any services to members, occupiers or the public.

l) The Owners Corporation **has not** been served with any notices or orders in the last 12 months that have not been satisfied.

m) The Owners Corporation **is not** a party to any proceedings or aware of any circumstances which may give rise to proceedings.

n) The Owners Corporation has resolved to appoint a manager as follows:

Mayfield Body Corporate Management Pty Ltd

Suite 114, 370 St Kilda Road

Melbourne VIC 3004

o) The Owners Corporation **is not** subject to the appointment of an administrator or a proposal for the appointment of an administrator.

p) Other information: Nil.

*Further information on prescribed matters can be obtained by inspection of the owners corporation register.
An applicable fee to provide this service will apply.*

IMPORTANT

1. **Information contained in this certificate is correct to the best of our knowledge at the date of issue.**
2. **This information is subject to change without notice.**
3. **It may be prudent to obtain a verbal update prior to settlement of the property. A verbal update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.**
4. **No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.**

*The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.*

Date of Issue:

07/06/2024

Prepared By:



Wes Slimmon
Mayfield Body Corporate Management Pty Ltd

Ph: 03 9645 9981
wes@mayfieldbcm.com.au

*Signed in the capacity of Manager pursuant to an instrument of
delegation made by the Owners Corporation.*

Owners Corporations Regulations 2018 SCHEDULE 3

Owners Corporations Regulations 2018 Reg. 17

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

What is an owners corporation?

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation.

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.

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

4. Use of common property

4.1 Use of common property

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

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

12 December 2023

**NOTICE OF INTERIM RESOLUTIONS
PS 634060V
20-26 COROMANDEL PLACE, MELBOURNE**

As a quorum was not achieved at the Annual General Meeting held 07/12/2023 and in accordance with Section 78 of the Owners Corporations Act 2006 all resolutions made are interim resolutions. Providing that a petition is not received all interim resolutions will become resolutions of the Owners Corporation 29 days from the date of the meeting.

Section 78 Owners Corporations Act 2006. 78. Can a general meeting proceed even without a quorum?

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

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

12/ 12 /2023

**MINUTES OF THE 2022 ANNUAL GENERAL MEETING
PS 634060V
20-26 COROMANDEL PLACE, MELBOURNE**

TIME: 6.15 PM
DATE: THURSDAY DECEMBER 7, 2023
LOCATION: THE KELVIN CLUB
PRESIDENT'S ROOM
14-30 MELBOURNE PLACE
MELBOURNE VIC 3000

ATTENDANCE:

Ms R Wilkinson	Lot 107
Ms I Kimonides	Lot 508
Ms A Birchall (via teleconference)	Lot 806
Mr D Masters	Lot 901
My B Ko (Hermesley Capital Pty Ltd)	Lot 908
Mr D Ong	Lot 1508
Mr W Slimmon	Mayfield BCM
Mr S Barnett	Centric Facilities Management

APOLOGIES:

Mr R Kerr	Lot 306
Mr D Hanily	Centric Facilities Management

PROXIES:

Mr R Kerr	in favour of Ms R Wilkinson	Lot 306
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1. Chairperson

IT WAS RESOLVED to appoint Mr W Slimmon as the Chairperson of the meeting.

2. Secretary

IT WAS RESOLVED to appoint Mr W Slimmon as the Secretary of the meeting.

3. Quorum

The meeting was advised that in accordance with Sections 77 and 78 of the Owners Corporations Act 2006, a quorum was not achieved there being less than 50% of votes represented. All resolutions set out below are therefore considered interim resolutions. Owners wishing to object to the resolutions made at this meeting have 29 days from the date of the meeting to notify the Manager in writing of their objections. Thereafter all interim resolutions will become resolutions of the Owners Corporation.

4. Minutes of Previous Annual General Meeting

IT WAS RESOLVED to accept the Minutes of the previous annual general meeting conducted on 06/10/2022.

5. Financial Reports

IT WAS RESOLVED to accept the audited financial reports for the periods:

01/10/2021 – 30/09/2022

01/10/2022 – 30/09/2023

6. Reports

IT WAS RESOLVED to receive the following reports:

Manager: As attached to meeting notice.

Committee: Nil

Complaints: Nil formal complaints received.

7. Insurance

7.1. Members noted the insurance cover held by the Owners Corporation.

Insurer	Longitude Insurance Pty Ltd
Policy Number	HU0006112580
Broker	Insurance Services & Management
Building Sum Insured	\$31,357,552.0
Liability Insurance	\$20,000,000.00
Office Bearer's Liability	\$2,000,000.00

7.2. Noted insurance valuation was undertaken 04/09/2020 with the recommended insurable sum at that time being \$28,150,000.00.

7.3. **IT WAS RESOLVED** that at renewal, the building sum insured be maintained at the current sum.

Notes on insurance:

Members are advised that the Owners Corporation building policy does not provide cover for privately owned fixtures or fittings, such as carpets, curtains, blinds, light fittings and furniture. The public liability held extends only to the Owners Corporation and not individuals. Owners are encouraged to seek their own independent advice relating to their individual insurance needs.

8. Committee and Officeholders

IT WAS RESOLVED to elect a committee comprising of the following people to hold office until the next Annual General Meeting:

Ms R Wilkinson	Lot 107	Ms A Birchall	Lot 806
Ms I Kimonides	Lot 508	Mr D Masters	Lot 901
Mr B Ko	Lot 908	Mr R Kerr	Lot 1306
Mr D Ong	Lot 1508		

9. Appointment of Manager

IT WAS RESOLVED to confirm the appointment of Mayfield Body Corporate Management Pty Ltd as the Manager of the Owners Corporation.

10. Delegations

To the Committee:

IT WAS RESOLVED to delegate all powers and functions of the Owners Corporation that may be rightfully delegated in accordance with Section 11 of the Owners Corporations Act 2006 to the Committee of the Owners Corporation.

To the Manager:

IT WAS RESOLVED in accordance with Section 11 of the Owners Corporations Act 2006 to delegate all powers and functions that are necessary for the Manager to perform their role in accordance with the Owners Corporations Act 2006 and the Approved Contract of Appointment, to Mayfield Body Corporate Management Pty Ltd.

11. Budget and Fees

11.1. Administration Fund – 01/10/2022 – 30/09/2023

IT WAS RESOLVED to accept an annual budget of \$380,626.59 (GST Incl.) for the period 01/10/2022 – 30/09/2023.

11.2. Administration Fund – 01/10/2023 – 30/09/2024

IT WAS RESOLVED to accept an annual budget of \$392,850.60 (GST Incl.) for the period 01/10/2023 – 30/09/2024.

11.3. Quarterly Fees 01/10/2024

IT WAS RESOLVED that quarterly fees, commencing 01/10/2024 be charged at a rate of 19.80 (GST Incl.) per unit of liability to \$19.80 (GST Incl.).

11.4. Fees Notices

IT WAS RESOLVED fees notices will be issued quarterly in advance and be due and payable on first days of October, January, April and July.

12. Penalty Interest and Arrears Recovery

12.1. IT WAS RESOLVED that the Owners Corporation will charge interest on overdue levies and charges at the current prescribed rate as set in accordance with the Penalty Interest Rates Act 1983.

12.2. IT WAS RESOLVED that the Manager may, on behalf of the Owners Corporation, initiate debt recovery proceedings under Part 11 of the Owners Corporations Act 2006 in relation to any outstanding levies and charges.

13. Maintenance Plan

Noted that a Maintenance Plan is in the process of being obtained for the consideration of members of the Owners Corporation.

14. Adoption of Rules – Special Resolution'

There were insufficient numbers present at the meeting to pass the required resolutions to accept the proposed rules. A postal ballot is to be conducted in the future to consider the adoption of the proposed rules.

15. Maintenance Items

Nil

16. General Business

Nil

THERE BEING NO FURTHER BUSINESS THE MEETING CLOSED AT 6.28 PM.

OWNERS CORPORATION INFORMATION PAGE

INSURANCES

Coverage

The Owners Corporation insurance does not provide cover for privately owned fixtures or fittings, such as carpets, curtains, blinds, light fittings and furniture. The public liability held extends only to the Owners Corporation and not individuals. Owners are encouraged to seek their own independent advice relating to their individual insurance needs.

Excess & Owners Liability

An owners corporation may levy a lot owner a fee to cover the cost of:

- an excess or increased premium if the claim is caused by a culpable or wilful act or gross negligence of a lot owner, lessee or a guest of lot owner or lessee;
- damage to common property caused by lot owner or lessee where the damage is not covered by insurance or the cost of damage is less than the excess payable on the claim;
- excess relating solely to an owner's lot

Product Disclosure Statement (PDS) & Financial Services Guide:

These documents can be made available upon request to our office or by contacting the insurer/broker directly.

Lot owner duty of disclosure:

Lot owners must ensure that any change in occupant use of their lot is immediately advised to our office. Changes in use may affect or invalidate the Owners Corporation's insurance policy and non-disclosure may result in significant uninsured risk and liability. The Owners Corporation will seek to recover any such losses from owners who fail to duly disclose changes to their lot. If in doubt, please contact our office.

ESSENTIAL SAFETY AND OCCUPATIONAL HEALTH & SAFETY

Essential Safety Services (e.g. smoke detectors, fire hydrants, hose reels, sprinklers):

The Owners Corporation services and maintains the essential s measures located within the common property. Any measures located within private lots are the duty and responsibility of the relevant lot owner to service and maintain except when otherwise advised in writing by the Owners Corporation. If you are unsure, please check with our office.

Occupational Health & Safety (OH&S)

Should it come to their attention, it is the duty and responsibility of lot owners or their tenants to advise our office immediately by phone and in writing should any OH&S issues arise at the property.

OWNERS CORPORATION RULES

All lot owners, along with any lessee, sub-lessee or occupier of a lot, are bound by the Model and/or Special Rules of the Owners Corporation. Owners are required to provide the Rules to the occupants of their lots. A copy of the Rules may be obtained by contacting the offices of Mayfield.

Property Information

Building Act 1993, Building Regulations 2018, Regulation 51.

11 June 2024

Landata
PO Box 500
EAST MELBOURNE VIC 3002



CITY OF MELBOURNE

GPO Box 1603
Melbourne VIC 3001
Telephone (03) 9658 9658
DX210487

ABN 55 370 219 287

Unit 1202, Level 12, 22 Coromandel Place, MELBOURNE VIC 3000

Thank you for your building property application received 5 Jun 2024. Please find below the relevant information relating to your property enquiry.

Building Permits issued within the last 10 years

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

Outstanding Building Notices or Orders

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

Should the property be the subject of a current subdivision application, Council's requirements for approval of such may not have been met if the plan has not been registered at Land Victoria.

Please contact us if you have any queries or require any further information.

Building Team – Planning and Building Branch

Telephone (03) 9658 9658
Email building@melbourne.vic.gov.au
Web www.melbourne.vic.gov.au

Your Ref 73085582-018-7
Our Ref 217874

Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 51 of the *Building Regulations 2018*.
2. **Swimming pool and spa safety barriers**
Properties with swimming pools and/or spas must have suitable barriers to prevent young children from drowning.
3. **Self contained smoke alarms**
Certain residential buildings must have smoke alarms to protect the occupants in the event of a fire.
For further information please contact Council's Building Control team on 9658 9658.

Please note that Council will be able to expedite any future requests if a legible copy of the relevant Certificate of Title is included. The subject property should be clearly identified on the Certificate.

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: 12 / 10 / 2023

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

2. Premises let by the rental provider

Address of premises

Street: Unit 1202/20-26 Coromandel Place
 Suburb: Melbourne State: VIC Postcode: 3000

3. Rental provider's details

Full name or Company name: Colin Blenkinsop
 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: Julie Blenkinsop
 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: Langwell Harper
 Address: 416 High Street
Kew State: VIC Postcode: 3101
 Phone number: 03 9276 5900 ABN/ACN (if applicable): 77079123336
 Email address: info@langwellharper.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**: Haimei Wang

Current address: 1202/20-26 Coromandel Plc, Melbourne

State: VIC Postcode: 3000

Phone number: ***** ABN/ACN: Email: daisy20110224@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

12 Months

Start date: 10 / 01 / 2024

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

End date: 09 / 01 / 2025

☐ 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) \$1,608.00

To be paid per

☐ week

☐ fortnight

☒ calendar month

Day rent is to be paid

10th 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 (\$): \$1,412.00

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.

~~BCD no. 003376~~ ~~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 - insert email address, mobile phone number or other electronic contact details jess@langwellharper.com.au
☐ No

Rental provider 2: ☒ Yes - insert email address, mobile phone number or other electronic contact details jess@langwellharper.com.au
☐ No
9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1: ☒ Yes - insert email address, mobile phone number or other electronic contact details daisy20110224@gmail.com
☐ No

Renter 2: ☐ Yes - insert email address, mobile phone number or other electronic contact details _____

☐ No

Renter 3: ☐ Yes - insert email address, mobile phone number or other electronic contact details _____

☐ No

Renter 4: ☐ Yes - insert email address, mobile phone number or other electronic contact details _____

☐ No
Note: If there are more than four renters, include details on an extra page.

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.
- For further information on seeking repairs see **Part D** below.

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

Emergency contact name	Langwell Harper
Emergency contact phone number	0424 184 014
Emergency contact email address	info@langwellharper.com.au

11. Professional cleaning

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

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

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

12. Owners corporation (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 own cost all blown or damaged light bulbs, LED lights and fluorescent 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) not do anything which may damage or block any drains (including but not limited to gutters, downpipes and stormwater drains); and
 - (viii) keep the tenancy clean and free from mould, fungi and damp caused by, or related to, the renter's use of the tenancy.

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 21.9(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

ASSIGNMENT/TRANSFER OF LEASE:

The renter hereby agrees that upon assigning/transferring the Lease to another party they will bear a fee of \$275.00 including GST for all due skill, care and conduct involved in the transfer including preparing lease agreements, inspecting the property, updating the condition report and transferring the bond.

LEASE BREAK:

In the instance where a renter seeks to end a fixed term rental agreement prior to the expiration of the lease, unless otherwise agreed upon, the renter will be liable for costs including: Advertising, Pro-Rata Letting Fees and, Rent payable to the date a new tenancy commences, or the expiry of the lease agreement (whichever is first). At the discretion of the rental provider, other fees such as; Tenancy Database Checks and For Lease Boards may apply.

KEY PROCESSING FEE:

An administration fee of \$55.00 including GST applies to all requests for extra keys being processed beyond the obligation of what needs to be supplied within the rental agreement. Extra keys will need to be collected from our office.

FIREPLACE:

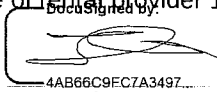
Unless explicitly stated, all fireplaces are ornamental only and are not to be used under any circumstances. The renter will be liable for any damage caused if a fireplace is used without consent.

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.

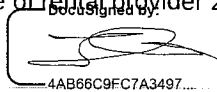
Rental provider

Signature of rental provider 1 (or managing agent)


DocuSigned by:
4AB66C9FC7A3497.....

Dated 20 October 2023 | 01:56 AEDT

Signature of rental provider 2 (or managing agent)

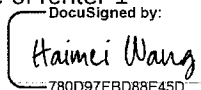

DocuSigned by:
4AB66C9FC7A3497.....

Dated 20 October 2023 | 01:55 AEDT

Renter

All renters listed must sign this residential rental agreement.

Signature of renter 1


DocuSigned by:
780D97FBD88E45D.....

Dated 12 October 2023 | 16:55 AEDT

Signature of renter 2

Dated

Signature of renter 3

Dated

Signature of renter 4

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.

VENDOR: Colin William Blenkinsop & Julie Blenkinsop

PROPERTY: Unit 1202/ Level 12/22 Coromandel Place , Melbourne 3000

SECTION 32 STATEMENT

**COSTANZO
LAWYERS
Suite 2, 261-265
BLACKBURN ROAD
DONCASTER EAST VIC 3109
TEL: (03) 9894 5888
FAX: (03) 9894 5588
EMAIL: info@costanzo-lawyers.com.au
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REF: CC:24/0356**