Contract of Sale of Real Estate

Property address **102/6 Queen Street, Blackburn 3130**

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

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../ ..... /2023

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)

SIGNED BY THE VENDOR: .....

..... on ...../ ..... /2023

Print name(s) of person(s) signing: REBECCA LOUISE LANG

State nature of authority, if applicable: .....

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

IMPORTANT NOTICE TO PURCHASERS

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

Off-the-plan sales (Section 9AA(1A) 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.

Particulars of sale

Vendor's estate agent

O'Brien Real Estate Blackburn
98 South Parade, Blackburn, VIC 3130

Email: anthony.molinaro@obrienrealestate.com.au

Tel: 9894 2044 Mob: Fax: Ref:

Vendor

REBECCA LOUISE LANG

2 Duke Street, Richmond, VIC 3121

Vendor's legal practitioner or conveyancer

Glenferrie Conveyancing Pty Ltd

3 Gray Street, Northcote 3070

Email: andrew@glenferrieconveyancing.com.au

Tel: 03 9815 2351 Fax: 03 9818 2696 Ref: GC:6018V

Purchaser

Name: .....

.....

Address: .....

ABN/ACN: .....

Email: .....

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Mob: ..... Fax: ..... Ref: .....

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	12174	Folio	091	7	PS734896F
Volume		Folio			

OR

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 102/6 Queen Street, Blackburn 3130

Goods sold with the land (general condition 2.2(f)) (list or attach schedule)

Carpets, light fittings, curtains and blinds, dishwasher, refrigerator.

Payment (general condition 11)

Price $

Deposit $ by (of which $ has been paid)

Balance $ payable at settlement

GST (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words **'farming business'** or **'going concern'** in this box

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

Settlement (general condition 10)

is due on

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

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

Lease (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease'** appear in this box in which case refer to general condition 1.1.

Subject to lease

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

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

See attached.

Terms contract (general condition 23)

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

Loan (general condition 14)

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

Lender:
Loan amount Approval date:

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

Special conditions

Special Conditions

1. Auction

Not applicable.

2. Electronic Conveyancing

2.1 This special condition has priority over any other provision to the extent of any inconsistency.

2.2 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*, unless a party reasonably believes and gives written notice that settlement and lodgement cannot be conducted electronically.

2.3 Subject to clause 2.2, 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*.

2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.

2.6 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 registered proprietor of the land have been accepted for electronic lodgement.

2.7 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 special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

2.9 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 Network Operator;

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

(d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.

2.10 The vendor must, at least 7 days before the due date for settlement, provide a scanned copy of any document required to be prepared by the vendor in accordance with general condition 6.

3. Guarantee and Indemnity

If the purchaser/s is/are or includes a company other than a company listed on the Australian Stock Exchange, the purchaser/s shall deliver to the vendor an enforceable Guarantee and Indemnity in the form annexed to this Contract duly executed by each of the directors of that company within fourteen days of the Day of Sale.

If a company other than a company listed on the Australian Stock Exchange is nominated as an additional or substitute purchaser in accordance with General Condition 18, then that nominee shall deliver to the vendor an enforceable Guarantee and Indemnity in the form annexed to this Contract duly executed by each of the directors of that nominee within fourteen days of the date of the nomination. Failure to comply with either of the requirements of this Special Condition shall constitute a default under this Contract

4. Foreign Acquisitions and Takeover Act 1975 (Cth)

The Purchaser/s warrant that either the provisions of the **Foreign Acquisition and Takeovers Act 1975 (Cth)** requiring the obtaining of consent to this Contract do not apply to the Purchaser in respect of the Property, or that such consent has been obtained. A breach of this warranty shall constitute a default under this Contract.

5. Rates certificates

If requested, the purchaser agrees to provide to Glenferrie Conveyancing Pty Ltd copies of all certificates and other searches used to calculate adjustments.

6. Foreign resident capital gains withholding

This special condition applies to contracts entered into on or after 1 July 2016.

6.1 Words defined or used in subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* have the same meaning in this special condition unless the context requires otherwise.

6.2 This special condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount").

6.3 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.

6.4 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations in this special condition; and

(b) ensure that the representative does so.

6.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance with, this special condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

6.6 The representative is taken to have complied with the obligations in special condition 6.5 if:

(a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

6.7 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

7. GST withholding

This special condition applies to contracts entered into on or after 1 July 2018.

7.1 Words and expressions defined or used in subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the Schedule") or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this special condition unless the context requires otherwise.

7.2 This special condition applies if the purchaser is required to pay the Commissioner an amount ("the amount") in accordance with section 14-250 of the Schedule ("section 14-250"), and also if the sale attracts the operation of section 14-255 of the Schedule ("section 14-255"). Nothing in this special condition is to be taken as relieving the vendor from compliance with section 14-255.

7.3 The amount is to be deducted from the vendor's entitlement to the contract consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

7.4 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this special condition; and

(b) ensure that the representative does so.

7.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with

this special condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this special condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

7.6 The representative is taken to have complied with the requirements of special condition 7.5 if:

(a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and

(b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

7.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of the Schedule, but only if:

(a) so agreed by the vendor in writing; and

(b) the settlement is not conducted through an electronic settlement system described in special condition 7.6.

However, if the purchaser gives the bank cheque in accordance with this special condition, the vendor must:

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

7.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 at least 14 days before the due date for settlement.

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

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

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

in accordance with section 14-250. 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.

7.10 The vendor warrants that:

(a) at settlement if the vendor has given 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, then the property is not new residential premises or potential residential land; and

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 is the correct amount required to be paid under section 14-250.

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

(a) the penalties or interest arise from the vendor's failure, including breach of special condition 7.10; or

(b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with subsection 14-250.

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.

7.12 This special condition will not merge on settlement.

GUARANTEE AND INDEMNITY

I,

of

(“the Guarantor") in consideration of the Vendor selling to the Purchaser at my request the land described in this Contract for the price and upon the terms and conditions therein set forth DO HEREBY for myself, my executors or administrators covenant with the said Vendor that if at any time default shall be made in the payment of the deposit moneys or residue of the purchase moneys or interest or other moneys payable by the Purchaser to the Vendor under the Contract to be performed or observed by the Purchaser I will forthwith upon demand by the Vendor pay to the Vendor the whole of the such deposit, residue of purchase moneys, interest or other moneys payable under the Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser.

This Guarantee shall be a continuing Guarantee and shall not be released by any neglect or forbearance on the part of the Vendor in enforcing payment of any moneys payable under the Contract or the performance or observance of any of the agreements, obligations or conditions therein contained or by time being given to the Purchaser for any such payment performance or observance by any other thing which under law relating to sureties would but for this provision have the effect of releasing me, my executors or administrators.

DATED this day of 20

SIGNED by the Guarantor in Victoria in the presence of:)))) ……

……..
Witness

General Conditions

Title

1. ENCUMBRANCES

1.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations in the crown grant; and

(c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

2.1 The warranties in general conditions 2.2 and 2.3 replace the purchaser's right to make requisitions and inquiries.

2.2 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

(d) has not previously sold or granted any option to purchase, agreed to lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

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

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

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

2.4 The warranties in general conditions 2.2 and 2.3 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act* 1962 in accordance with Division 2 of Part II of that Act.

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

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.

2.6 Words and phrases used in general condition 2.5 which are defined in the *Building Act* 1993 have the same meaning in general condition 2.5.

3. IDENTITY OF THE LAND

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

3.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

4. SERVICES

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

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

5. CONSENTS

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

6. TRANSFER AND DUTY FORM

6.1 If the settlement of this contract is not being conducted electronically, the transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title.

6.2 If the settlement of this contract is not being conducted electronically, the vendor shall create the online duty form on the Duties Online website and invite the purchaser(s) to enter their information onto the form at least 14 days before settlement. If the vendor fails to comply with this condition, the purchaser shall not be obliged to complete the contract until 14 days from the date that the vendor remedies this breach.

6.3 If the settlement of this contract is not being conducted electronically, the vendor shall sign the online duty form at least 7 days before settlement, except when the purchaser has not completed entering their information onto the online duty form. If the vendor fails to comply with this condition, the purchaser shall not be obliged to complete the contract until 7 days from the date that the vendor remedies this breach.

7. RELEASE OF SECURITY INTEREST

7.1 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.

7.2 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 7.4, 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.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

7.4 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.

7.5 Subject to general condition 7.6, 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 predominately 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.

7.6 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 7.5 if –

(a) the personal property is of a kind that may be described by a 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.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(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.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring a release is received under general condition 7.4(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.

7.11 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.

7.12 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 7.11

7.13 If settlement is delayed under general condition 7.12, 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.

7.14 Words and phrases which are defined in the *Personal Property Securities Act* 2009 (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. 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.

9. GENERAL LAW LAND

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

9.2 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.

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

9.4 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.

9.5 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.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act* 1958, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

10.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

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

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

11. PAYMENT

11.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

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

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

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

(a) to the vendor, or the vendor's legal practitioner or conveyancer; or

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

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

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

12. STAKEHOLDING

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the 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 do not exceed 80% of the sale price; and

(b) all conditions of section 27 of the *Sale of Land Act* 1962 have been satisfied.

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

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

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

13. GST

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

(a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(b) if the particulars of sale specify that the supply made under this contract is a farming business and the supply (or a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(c) if the particulars of sale specify that the supply made under this contract is 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.

13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

14. LOAN

14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender

approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

14.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustment paid and received as appropriate.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

Transactional

16. TIME

16.1 Time is of the essence of this contract.

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

17. SERVICE

17.1 Any document sent by –

(a) Express Post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act* 2000.

17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

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

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

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

22. INSPECTION

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

23. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given-

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

DATED 2023

REBECCA LOUISE LANG

to

CONTRACT OF SALE OF REAL ESTATE

Property: 102/6 Queen Street, Blackburn 3130

Glenferrie Conveyancing Pty Ltd
Licensed Conveyancer 812L
3 Gray Street, Northcote 3070
Tel: 03 9815 2351
Fax: 03 9818 2696
Ref: **GC:6018V**

OBrien Real Estate Blackburn
98 South Parade,
Blackburn, VIC 3130

P: 03 9894 2044
E: blackburn@obre.com.au

OBrien Real Estate

Residential Rental Agreement

for

102/6 Queen Street, Blackburn VIC 3130

This agreement is between **Rebecca Lang** and **Liam Ely**.

Copyright in this document and the concepts it represents are strictly reserved to iProperty Express Pty Ltd - 2021. No unauthorised use or copying permitted. All rights reserved.

Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Residential Tenancies Regulations 2020 Regulation 10(1)

Part A - General

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

1. Date of agreement

This is the date the agreement is signed

Fri 27/08/2021

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

2. Premises let by the rental provider

Address of premises

102/6 Queen Street, Blackburn VIC **Postcode** 3130

3. Rental provider details

Full name or company name of rental provider	Rebecca Lang
Address (if no agent is acting for the rental provider)	**Postcode**
Phone number	
ACN (if applicable)	
Email address	

Rental provider's agent details (if applicable)

Full name	OBrien Real Estate Blackburn
Address	98 South Parade, Blackburn, VIC **Postcode** 3130
Phone number	03 9894 2044
ACN (if applicable)	
Email address	blackburn@obre.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**	Liam Ely
Current Address:	6/ 112 Riversdale Road, Hawthorn Vic **Postcode** 3122
Phone number:	04xxxxxxxx
Email:	xxxxx@xxxxx.com
Full name of **renter 2**	
Current Address:	**Postcode**
Phone number:	
Email:	
Full name of **renter 3**	
Current Address:	**Postcode**
Phone number:	
Email:	
Full name of **renter 4**	
Current Address:	**Postcode**
Phone number:	
Email:	

5. Length of the agreement

☑ Fixed term agreement — Start date: Tue 21/09/2021 — (this is the date the agreement starts and you may move in)

End date: Tue 20/09/2022

☐ Periodic agreement (monthly) — Start date:

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

---

6. Rent

Rent amount($) (payable in advance)	1521.00
To be paid per	☐ week ☐ fortnight ☑ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	21st day of each month
Date first rent payment due	Tue 21/09/2021

---

7. Bond

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

Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may —
email rtba@justice.vic.gov.au, or
call the RTBA on 1300 13 71 64

Rental bond amount($)	1521
Date bond payment due	Tue 21/09/2021

Part B – Standard terms

---

8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

☐ direct debit ☐ bank deposit ☐ cash ☐ cheque ☐ money order ☐ BPay

☑ other electronic form of payment, including Centrepay Rental Rewards

Payment details (if applicable)

Rental Rewards by Credit Card/Bank Account/BPay. The tenant acknowledges and agrees that a fee of $15.00 is payable for any dishonoured payments.

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

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

The rental provider must complete this section before giving the agreement to the renter.
(Rental provider to tick as appropriate)

☑ Yes — Jade Nuttall: blackburn@obre.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 — Liam Ely: xxxxx@xxxxx.com

☐ No

Renter 2 ☐ Yes

☐ No

Renter 3 ☐ Yes

☐ No

Renter 4 ☐ Yes

☐ No

10. Urgent repairs

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

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

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

Emergency contact name	OBrien Real Estate Blackburn
Emergency phone number	03 9894 2044
Emergency email address	anna.molinaro@obre.com.au

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?
If yes, the rental provider must attach a copy of the rules to this agreement.
(Rental provider to tick as appropriate)

- [x] No
- [ ] Yes

13. Condition report

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

- [ ] The condition report has been provided
- [x] 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 activities

(a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15 Gas safety activities

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

(a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16 Smoke alarm safety activities

(a) The rental provider must ensure that:
   i. any smoke alarm is correctly installed and in working condition; and
   ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
   iii. the batteries in each smoke alarm are replaced as required.

(b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
   i. information about how each smoke alarm in the rented premises operates;
   ii. information about how to test each smoke alarm in the rented premises;
   iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

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

17 Swimming pool barrier safety activities

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

(a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

(b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

(c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

(d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

---

18 Relocatable pool safety activities

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

(a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

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

---

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

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

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.
The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.
If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2500.

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

(a) the renter cannot meet the cost of the repairs; or

(b) the cost of repairs is more than $2500; or

(c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

Part E - Additional terms

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.
Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-andservices/business-practices/contracts/unfair-contract-terms.

32. **Residential Tenancy Database**
    In accord with Section 439 (I) of the Act OBrien Real Estate Blackburn will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by OBrien Real Estate Blackburn subject to the Act.
33. **Rental Provider Obligations**
    The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate.
    The Rental Provider or OBrien Real Estate Blackburn may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or OBrien Real Estate Blackburn may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.
    The Rental Provider must not increase the Rental more than once in every 12 months.
    Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.
    This Agreement may only be amended in writing signed by the Rental Provider and the Renter.
    Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.
34. **Availability of Premises**
    OBrien Real Estate Blackburn will use its best endeavours so that the Premises are available on the Commencement Date.
35. **Payment of Services**
    The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.
    It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or OBrien Real Estate Blackburn should the power not be connected at the commencement of this Agreement.
    The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.
36. **Contents Insurance**
    The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.
37. **Use of Premises**
    The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior

written consent of the Rental Provider. Any request for consent must be made in writing to OBrien Real Estate Blackburn.

38. **No Representations**
    The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or OBrien Real Estate Blackburn in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.
39. **Condition Report**
    The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.
    The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to OBrien Real Estate Blackburn within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by OBrien Real Estate Blackburn will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.
40. **No Promise of Renewal**
    The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or OBrien Real Estate Blackburn in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specificed in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.
41. **Rental Provider Termination**
    The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.
42. **Lost Keys**
    The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. OBrien Real Estate Blackburn does not guarantee that it holds a spare set of keys to the Premises at its offices.
43. **Extra Keys**
    The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to OBrien Real Estate Blackburn at the end of the tenancy without reimbursement.
44. **Floor Protection**
    If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.
45. **Changing Locks**
    The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or OBrien Real Estate Blackburn a duplicate key and/or new security alarm code and/or other access device as soon as practicable.
46. **Comply with Insurance**
    Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

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

47. **No Invalidating Insurance**
    The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.
48. **Protection Against Damage**
    The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or OBrien Real Estate Blackburn or their respective contractors.
49. **Shared Services**
    The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.
50. **No Servicing Vehicles**
    The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.
51. **Report Damage or Injury**
    The Renter shall notify OBrien Real Estate Blackburn immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.
52. **Notify Blockages**
    The Renter must as soon as practicable notify the Rental Provider or OBrien Real Estate Blackburn of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or OBrien Real Estate Blackburn or their respective contractors.
53. **Alterations**
    The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.
54. **Rubbish**
    The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.
55. **Pests**
    The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

56. **Hanging Clothes**
    The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.
57. **Replace Light Globes**
    The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.
58. **Smoke Free Zone**
    The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.
59. **Payment of Rental**
    All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by OBrien Real Estate Blackburn from time to time.
60. **Rental Increase**
    If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.
61. **Maintain Garden**
    The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.
62. **Watering System**
    If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, OBrien Real Estate Blackburn or their contractors.
63. **Rental Provider Repairs**
    The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.
    The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify OBrien Real Estate Blackburn in writing.
64. **Urgent Repairs**
    The Renter acknowledges that OBrien Real Estate Blackburn is authorised to attend to urgent repairs to a maximum of $2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact OBrien Real Estate Blackburn during business hours or after hours information service on 03 9894 2044 or OBrien Real Estate Blackburn approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. **Vehicle Parking**
    The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.
66. **Pets**
    The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or OBrien Real Estate Blackburn. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or OBrien Real Estate Blackburn may impose reasonable conditions. It is not unreasonable for the Rental Provider or OBrien Real Estate Blackburn to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or OBrien Real Estate Blackburn to keep a pet at the Premises the Renter must complete and provide a pet request form.
67. **Pools and Water Features**
    The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.
68. **Rental Provider Entry**
    Subject to compliance with the Act, the Rental Provider or OBrien Real Estate Blackburn has the right to enter the Premises:
    - To carry out duties specified in this Agreement, or the Act or any other legislation or law;
    - To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
    - At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
    - At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
    - To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
    - To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provider further that at least 7 days' written notice has been given to the Renter.
69. **Assignment and Sub-Letting**
    If during the term of the tenancy the people in occupation of the Premises change -
    The Renter must as soon as practicable notify the Rental Provider or OBrien Real Estate Blackburn in writing and comply with clause 27 in Part D of this Agreement.
    The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or OBrien Real Estate Blackburn for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of OBrien Real Estate Blackburn as agent to manage the Premises.

70. **Rental Provider Notice**
    If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.
71. **Renter Notice**
    If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.
72. **Periodic Tenancy**
    If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.
73. **Rental Provider Expenses**
    If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or OBrien Real Estate Blackburn the following costs:
    1. A pro rata letting fee;
    2. Marketing costs as incurred by OBrien Real Estate Blackburn;
    3. National tenancy database checks on each applicant or as required;
    4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
    5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.
74. **Return Keys**
    The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to OBrien Real Estate Blackburn during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.
75. **No Set-Off**
    The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.
76. **Remove Personal Property**
    The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.
77. **Window Cleaning**
    If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.
78. **Carpet Cleaning**
    If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide OBrien Real Estate Blackburn with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

79. **Definitions and Interpretation**
    All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.
80. **Electronic Notices**
    The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of OBrien Real Estate Blackburn. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.
81. **Change of Electronic Address**
    The Rental Provider and the Renter must give immediate written notice to the Other Party and OBrien Real Estate Blackburn if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.
82. **Withdraw Consent**
    The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or OBrien Real Estate Blackburn but such notice shall only become effective on receipt by the Rental Provider or OBrien Real Estate Blackburn.
83. **Furnishings**
    If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.
84. **Care for Furnishings**
    The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.
85. **Repair/Replacement of Furnishings**
    At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).
86. **Cost of Repairs/Replacements**
    The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.
87. **Owners Corporation**
    A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

Administration Fee:

The Rental Provider agrees to a pay an administration cost of $220 inc gst in order for the agent to facilitate a tenancy transfer that may arise. The Rental Provider will be reimbursed the costs from the Renter.

Renter Acknowledgement

1. *Liam Ely viewed and acknowledged at Fri, 27/08/2021 16:39*

Property Disclosures

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

Embedded Electricity Network

Is the electricity supplied to the property from an embedded electricity network?
(An embedded electricity network is a privately owned and managed electricity network that may often supply all premises within a specific area or building and connect to the national electric grid through a parent connection point.)
If electricity is supplied to the premises via an embedded electricity network, you must provide further information below about the network operator as it is required to be provided to the Renter.
Please provide the trading name, ABN and contact details (including phone number and website) of any embedded electricity network provider that is applicable to this property.

☑ Yes ☐ No

Comments

Origin

Intention to Sell

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

☐ Yes ☑ No

Comments

Renting not selling the property

Homicide

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

☐ Yes ☑ No

Comments

-

Drug Contamination

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

☐ Yes ☑ No

Comments

-

Mould or Dampness

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

☐ Yes ☑ No

Comments

-

Safety Checks

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

☐ Yes ☑ No

Comments

-

Safety Check Recommendations

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

☐ Yes ☑ No

Comments

-

Asbestos

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

☐ Yes ☑ No

Comments

-

Building/Planning Permit

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

☐ Yes ☑ No

Comments

-

Building Work Dispute

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

☐ Yes ☑ No

Comments

-

OC Dispute

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

☐ Yes ☑ No

Comments

-

Building Defects/Safety Concerns

Are the premises or common property the subject of any notice, order, declaration, report or recommendation issued by a relevant building surveyor, municipal building surveyor, public authority or government department relating to any building defects or safety concerns associated with the rented premises or common property at the time of disclosure?
If yes, please provide further details and a description of the notice, order, declaration, report or recommendation below.

☐ Yes ☑ No

Comments

-

Heritage Register

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

☐ Yes ☑ No

Comments

-

Minimum Standards

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

☑ Yes ☐ No

Comments

-

Right To Let the Premises

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

☑ Yes ☐ No

Comments

-

Mortgagee Possession

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

☐ Yes ☑ No

Comments

-

Renter Acknowledgement

1. *Liam Ely viewed and acknowledged at Fri, 27/08/2021 16:42*

Privacy Collection Notice

As professional property managers **OBrien Real Estate Blackburn** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9894 2044

Primary Purpose

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

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

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

Secondary Purpose

OBrien Real Estate Blackburn also collect your personal information to:

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

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

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

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

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

Disclaimer

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

Signatures

This agreement is made under the Act.
Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider : **Rebecca Lang**



Signed at Fri, 27/08/2021 17:40

Renter(s)

Renter : **Liam Ely**



Signed at Fri, 27/08/2021 16:43

AUDIT TRAIL

Liam Ely (Renter)

Fri, 27/08/2021 16:34 - Liam Ely clicked 'start' button to view the Residential Rental Agreement
Fri, 27/08/2021 16:43 - Liam Ely signed the Residential Rental Agreement
Fri, 27/08/2021 16:43 - Liam Ely submitted the Residential Rental Agreement

Rebecca Lang (Rental Provider)

Fri, 27/08/2021 16:43 - Invite sent to Rebecca Lang
Fri, 27/08/2021 17:35 - Rebecca Lang clicked 'start' button to view the Residential Rental Agreement
Fri, 27/08/2021 17:39 - Rebecca Lang submitted the Residential Rental Agreement

AGREEMENT END

Vendor Statement

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act* 1962.

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract.

The vendor may sign by electronic signature.

The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	102/6 Queen Street, Blackburn 3130	
Vendor's name	Rebecca Louise Lang	**Date** / /
Vendor's signature		
Purchaser's name		**Date** / /
Purchaser's signature		
Purchaser's name		**Date** / /
Purchaser's signature		

1 FINANCIAL MATTERS

1.1 **Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them)

(a) Are contained in the attached certificate/s.

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

	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

2 INSURANCE

2.1 **Damage and Destruction**

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

Not Applicable.

2.2 **Owner Builder**

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

Not Applicable.

3 LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

Not Applicable.

3.2. **Road Access**

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

3.3. **Designated Bushfire Prone Area**

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

3.4. **Planning Scheme**

Attached is a certificate with the required specified information.

4 NOTICES

4.1. **Notice, Order, Declaration, Report or Recommendation**

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:

Not Applicable.

4.2. **Agricultural Chemicals**

There are NO notices, property management plans, reports or orders in respect of the land issued by a government department or public authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes. However, if this is not the case, the details of any such notices, property management plans, reports or orders, are as follows:

Not Applicable.

4.3. **Compulsory Acquisition**

The particulars of any notices of intention to acquire that have been served under section 6 of the *Land Acquisition and Compensation Act* 1986 are as follows:

Not Applicable.

5 BUILDING PERMITS

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where there is a residence on the land):

6 OWNERS CORPORATION

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

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

7 GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not Applicable.

8 SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☒

9 TITLE

Attached are copies of the following documents:

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

10 SUBDIVISION

10.1. **Unregistered Subdivision**

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

Not Applicable.

10.2. **Staged Subdivision**

This section 10.2 only applies if the land is part of a staged subdivision within the meaning of section 37 of the *Subdivision Act* 1988.

Not Applicable.

10.3. **Further Plan of Subdivision**

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the *Subdivision Act* 1988 is proposed.
Not Applicable.

11 DISCLOSURE OF ENERGY INFORMATION

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

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

(a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not Applicable.

12 DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this vendor statement but the checklist may be attached as a matter of convenience.)

☒ Vacant Residential Land or Land with a Residence

☒ Attach Due Diligence Checklist (this will be attached if ticked)

13 ATTACHMENTS

(Any certificates, documents and other attachments may be annexed to this section 13)

(Additional information may be added to this section 13 where there is insufficient space in any of the earlier sections)

(Attached is an "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

WHITEHORSE CITY COUNCIL

Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450
customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 2778
Date of Issue: 1 December 2022
Applicant's Reference: 67159810-016-0:43129

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

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

Assessment Number:	10077124	**Check Digit**:	5
Property Description:	Lot 7 PS 734896		
Property Address:	102/6 Queen Street, BLACKBURN VIC 3130		

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2022 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2022.

Site Value:	$71,000
Capital Improved Value:	$315,000
Net Annual Value:	$15,750

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2022 TO 30 JUNE 2023
DECLARED BY COUNCIL 27 JUNE 2022
FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2022 TO 30 JUNE 2023

General Rates	484.35
FSPL Fixed Charge	117.00
FSPL Variable Rate	16.65
TOTAL CURRENT LEVIED	**$618.00**

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
TOTAL	**$0.00**

TOTAL AMOUNT OUTSTANDING **$618.00**

FOR PAYMENT INFORMATION SEE BACK PAGE

NOTE:

Section 175 *Local Government Act 1989* and Section 32 *Fire Services Property Levy Act 2012*

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2022/2023 rating year, due dates for instalments are 30 September 2022, 30 November 2022, 28 February 2023 and 31 May 2023. Due date for lump sum payment is 15 February 2023.

Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters

A. There are no monies owed for works under the *Local Government Act 1958*.

B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.

C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.

D. There are no outstanding monies 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 the *Local Government Act 1958*.

E. There are no monies owed under Section 227 of the *Local Government Act 1989*.

F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.

G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.

H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989.*

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under “Comments” (if any) and this additional information is as follows):

Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- **the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;**
- **all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and**
- **unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.**

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply
or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

COMMENTS:



Authorised Officer: _____

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0100771245
- On Council's website at: http://www.whitehorse.vic.gov.au/Online-Payment.html

When transfer of property is settled please email the Notice of Acquisition to customer.service@whitehorse.vic.gov.au or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

1st December 2022

Glenferrie Conveyancing Pty Ltd C/- InfoTrack (LEA
LANDATA

Dear Glenferrie Conveyancing Pty Ltd C/- InfoTrack (LEA,

RE: Application for Water Information Statement

Property Address:	6 QUEEN STREET BLACKBURN 3130
Applicant	Glenferrie Conveyancing Pty Ltd C/- InfoTrack (LEA LANDATA
Information Statement	30738229
Conveyancing Account Number	7959580000
Your Reference	354875

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

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

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

Yours sincerely,



Steve Lennox
GENERAL MANAGER
RETAIL SERVICES

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Yarra Valley Water Property Information Statement

Property Address	102/6 QUEEN STREET BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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

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

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	102/6 QUEEN STREET BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

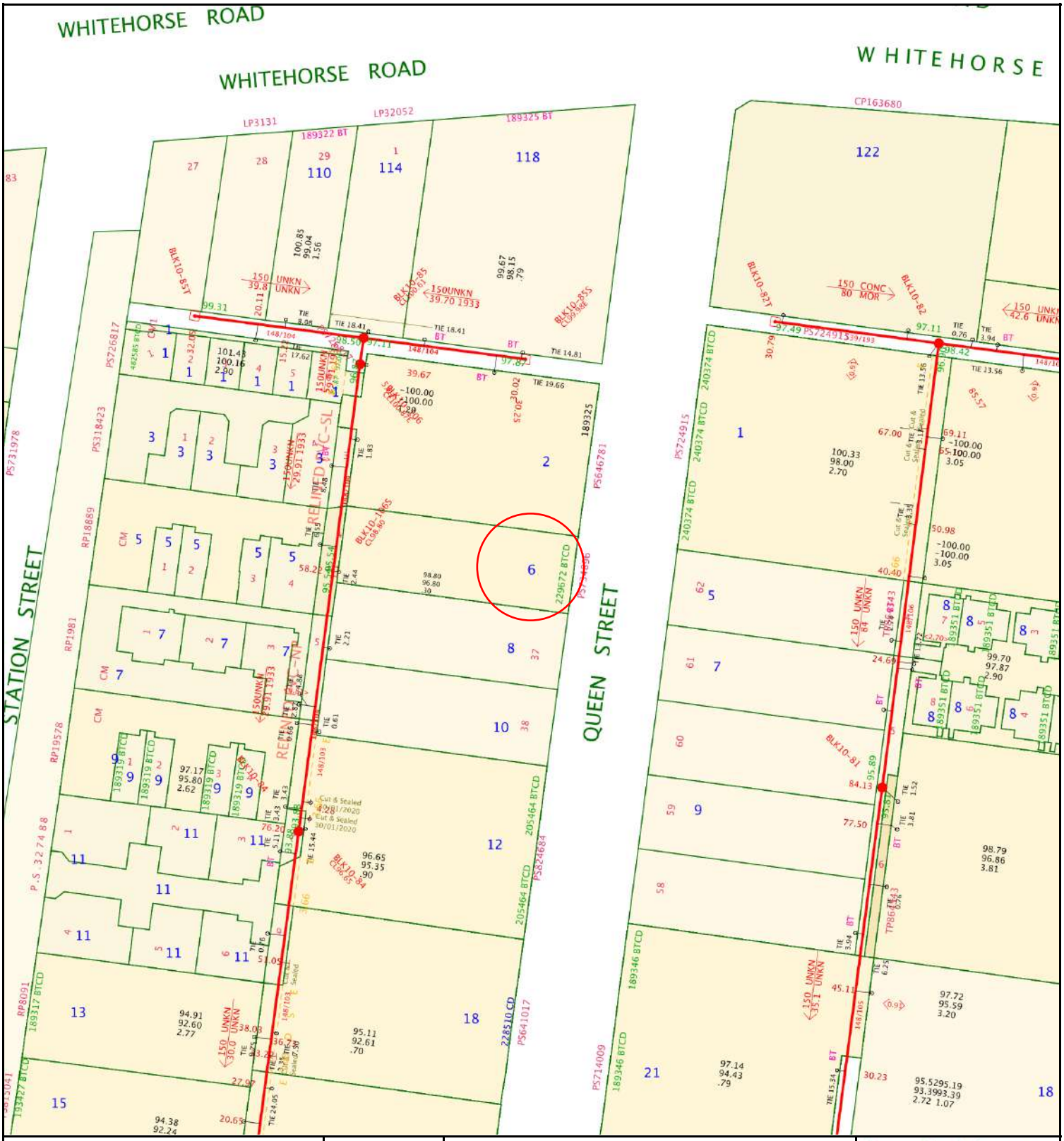
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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.

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

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

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



Yarra Valley Water **Information Statement** **Number: 30738229**	**Address**	6 QUEEN STREET BLACKBURN 3130	
	Date	01/12/2022	N
	Scale	1:1000	

Yarra Valley Water
ABN 93 066 902 501

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

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

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Glenferrie Conveyancing Pty Ltd C/- InfoTrack (LEA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 6847994252
Rate Certificate No: 30738229

Date of Issue: 01/12/2022
Your Ref: 354875

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 102/6 QUEEN ST, BLACKBURN VIC 3130	7\PS734896	5178620	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2022 to 31-12-2022	$19.90	$0.00
Residential Sewer Service Charge	01-10-2022 to 31-12-2022	$113.69	$0.00
Parks Fee	01-07-2022 to 30-06-2023	$81.60	$0.00
Drainage Fee	01-10-2022 to 31-12-2022	$27.65	$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00

The property above forms part of the property for which the charges below are applicable

Property Address	Lot & Plan	Property Number	Property Type
6 QUEEN ST, BLACKBURN VIC 3130	36\LP3131	1249030	Superseded

Agreement Type	Period	Charges	Outstanding
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00

Total Due $0.00

GENERAL MANAGER
RETAIL SERVICES

Note:

1. Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of $100.
2. This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
3. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
4. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Property No: 5178620

Address: UNIT 102/6 QUEEN ST, BLACKBURN VIC 3130

Water Information Statement Number: 30738229

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 68479942526

Amount Paid		Date Paid		Receipt Number	

16th November 2017

Louis Limberatos
SWAT Building Systems Pty Ltd
care of
lou@swatbuilding.com.au

Dear Louis Limberatos,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	290656
Property Address	6 QUEEN STREET BLACKBURN 3130
Service Location ID	1249030

Thank you for your recent application. Based on the information supplied to Yarra Valley Water the proposed development **cannot proceed unless the property connection branch servicing this or an adjoining property is cut and sealed and a new property connection branch is constructed by an Accredited Live Sewer Contractor and meets the required clearances.** Requirements are set out under specific conditions. **Once the branch works are completed the development may proceed subject to the following conditions.**

Sewer Planning team have now confirmed the sewer between BLK10-106 to BLK10-84 has been relined and therefore dispensation has been granted for the reduced clearance from the structure to Yarra Valley Water's sewer main. The existing 100mm sewer branch must still be cut and sealed and a new 150mm sewer branch to be constructed to meet WSAA standards and achieve minimum clearance required from structures as per Build Over Easement guidelines.

Yarra Valley Water has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement which you need to review carefully. This consent binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

Build Over Condition Summary *
Basement • cannot build over the sewer main and 1m horizontal clearance is required • cannot build over any sewer branch and 600mm horizontal clearance is required
Lightweight garages and carports greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking • cannot build over the sewer main and 600mm horizontal clearance is required • cannot build over the sewer branch servicing an adjoining property or multiple lots and 600mm horizontal clearance is required

Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed) • can build over the sewer main and 750mm vertical clearance is required • can build over any sewer branch, 750mm vertical clearance is required and the inspection shaft (27A) must be extended to surface level
Excavation & Landscaping • cannot be undertaken over the sewer main and 600mm horizontal and vertical clearance is required, additional fill over concrete sewer main is not permitted • cannot be undertaken over the sewer branch servicing an adjoining property or multiple lots and 600mm horizontal clearance is required

*** Build Over Condition Summary is to be read in conjunction with the conditions applicable to this application.**

The advice in this letter supersedes any previous written or verbal advice that Yarra Valley Water has provided.

If you have any enquiries, please email us at easyaccess@yvw.com.au or for further information visit http://www.yvw.com.au/help-advice/develop-build. Alternatively you can contact us on 1300 651 511.

Yours sincerely,



John Maudsley

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any lightweight garages, carports and sheds greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking in the vicinity of a concrete sewer main less than 3.5 m deep, the following apply:

1. Refer to the attached plan 'A' or 'D' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance from the outside edge of the sewer main, or to be outside of easement (whichever is greater).
3. Driven Piles are not permitted.
4. Pad footings/ foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Maximum width allowed for eaves is 600 mm

For any excavation and landscaping for a residential property in the vicinity of a concrete sewer main less than 3.5 m deep, the following apply:

1. Refer to the attached plans 'A' or 'D' for this structure.
2. The proposed structure cannot be built over the sewer asset.
3. 24 hour unobstructed access is required.
4. Additional fill over concrete sewer mains is not permitted.
5. A minimum vertical cover of 600 mm over the sewer main is required.
6. Site cuts need to show finished surface levels

For structures adjacent to the sewer main the following additional conditions apply

7. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required, or to be outside of the easement (whichever is greater).
8. Driven Piles are not permitted.
9. Pad footings/foundations are permitted. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required, or to be outside of the easement (whichever is greater).
10. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.

For any driveways and paving (plain concrete only) for a residential property in the vicinity of a concrete sewer main less than 3.5 m deep, the following apply:

1. Refer to the attached plan 'F' for this structure.
2. A minimum 750 mm vertical cover is to be maintained over the sewer main.
3. Ramps over sewer mains are not permitted.
4. No additional load is to be placed on the sewer main.

For any lightweight garages, carports and sheds greater than 10 square metres including any pergolas, verandas, gazebos, sails and decking in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to the attached plan 'A' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance between the proposed works/ foundation and the property connection branch is required.
3. Driven Piles are not permitted.
4. Pad footings/ foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Maximum width allowed for eaves is 600 mm

For any excavation and landscaping for a residential property in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to the attached plan 'A' for this structure.
2. The proposed structure cannot be built over the property connection branch. A minimum 600 mm horizontal clearance between the proposed works/ foundation and the property connection branch.
3. Pad footings/ foundations are permitted
4. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
5. Driven piles are not permitted.

For any driveways and paving (plain concrete only) for a residential property in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

1. Refer to the attached plan 'F' for this structure.
2. A minimum 750 mm vertical cover is to be maintained over the property connection branch
3. Ramps over sewer property connection branches are not permitted.
4. No additional load is to be placed on the property connection branch by the works
5. The inspection shaft (27A) must be extended to surface. It must be fitted with an approved screw cap located below an appropriate cover for vehicle loading where required. In driveways and paved areas set the cover flush with the concrete/ paving. Raising the (27A) to surface may be undertaken by a licenced plumber.
6. If the horizontal clearance is 600mm or greater from the property connection branch servicing

an adjoining property owner or multiple lots, there is no requirement to raise the (27A) to surface.

The existing sewer branch must be cut and sealed by one of Yarra Valley Water's approved live sewer contractors and a new branch constructed in a suitable location in accordance with the Guidelines for Proposed Works Over / Adjacent to Water Authority Assets up to and including 225mm diameter which is available on the Yarra Valley website www.yvw.com.au.

To complete the necessary work, you must apply for conditions at Yarra Valley Water details are available on the Yarra Valley website www.yvw.com.au

For any basements in the vicinity of a concrete sewer main less than 3.5 m deep, the following conditions apply:

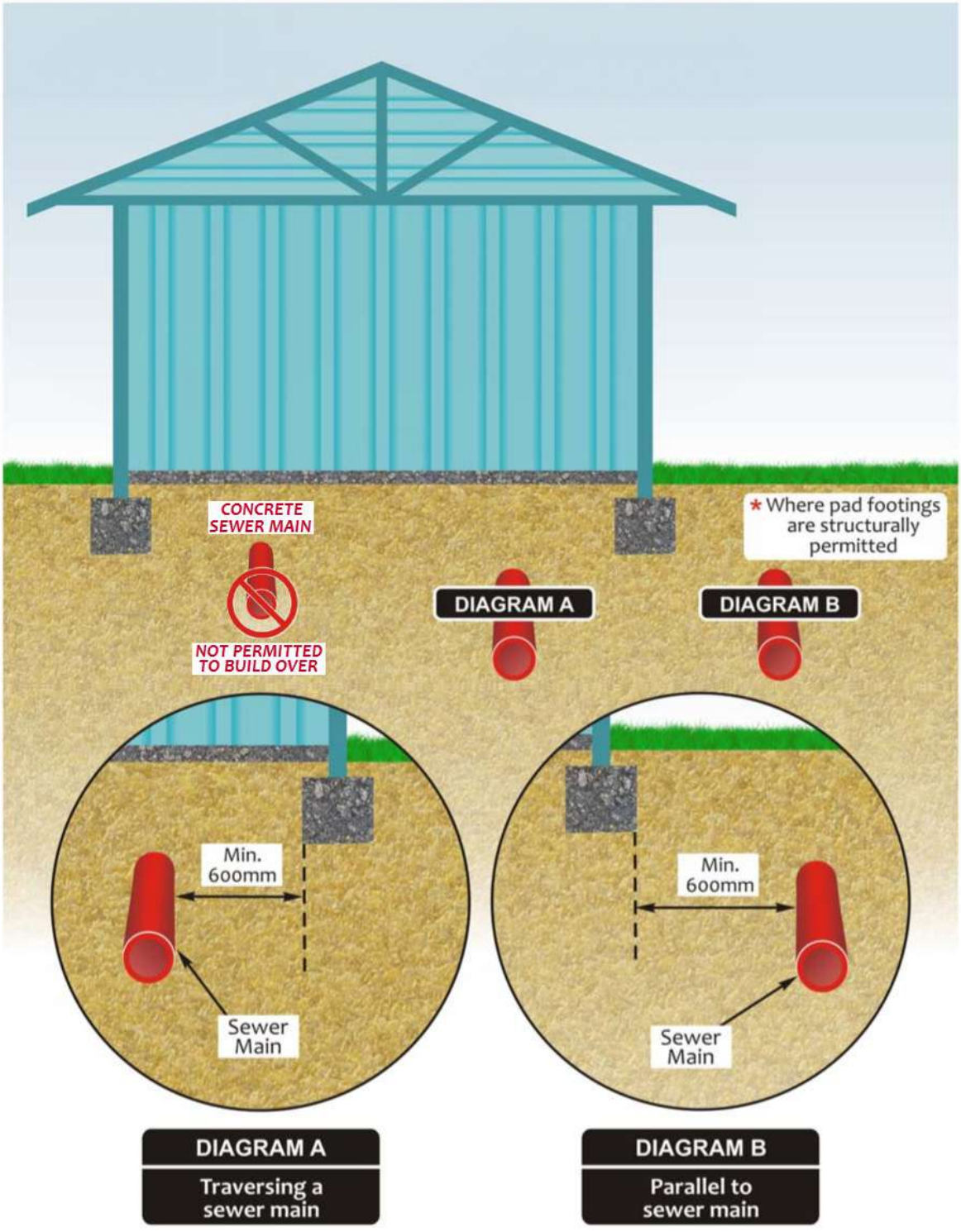
1. Refer to attached plan 'J' for this structure.
2. The proposed structure cannot be built over the sewer main. Your structure must maintain either a minimum of 1000 mm horizontal clearance from the outside edge of the sewer main, or to the outside of the easement (whichever is greater).
3. Pad fittings/ foundation are permitted (not for below ground pools)
4. Where pad footings/ foundations are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
5. Driven piles are not permitted.
6. 24 hour unobstructed access is required.

For any basements in the vicinity of a property connection branch servicing an adjoining property or multiple lots, the following apply:

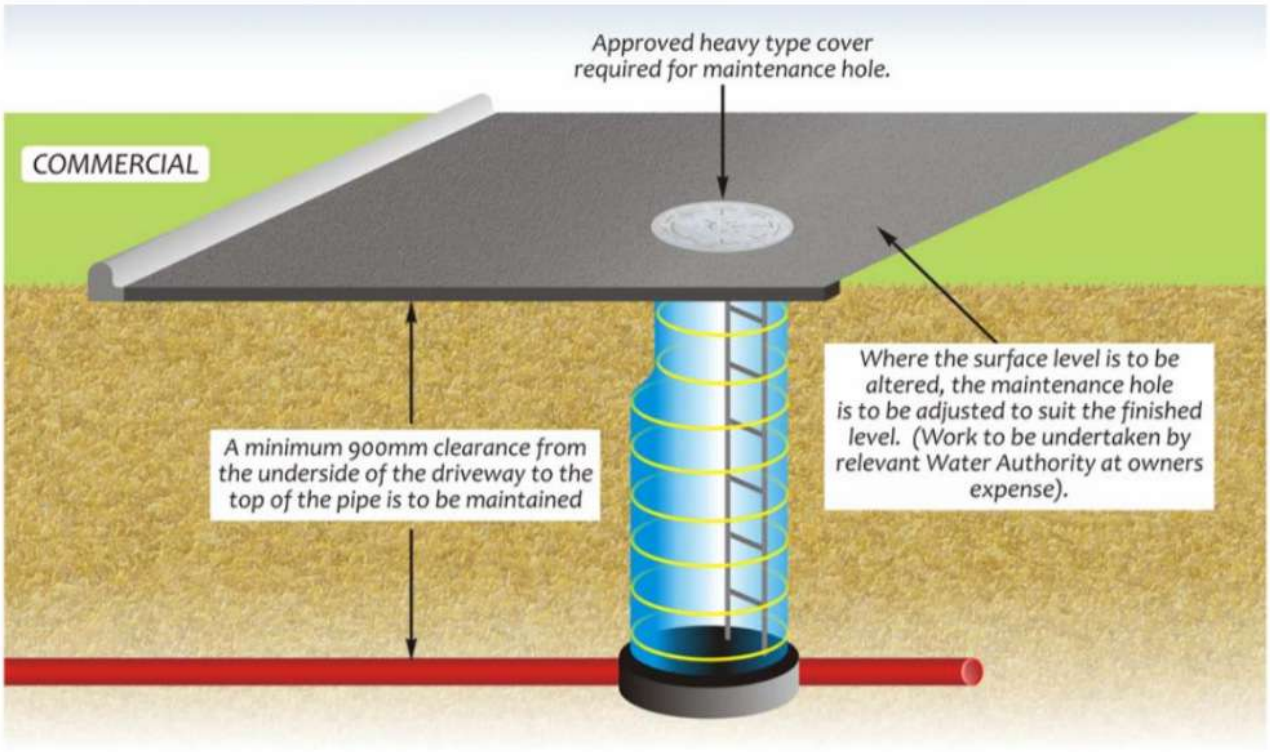
1. Refer to attached plan 'J' for this structure.
2. Pad footings/ foundations are permitted.
3. The proposed Structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance between the proposed works/ foundation and the property connection branch.
4. Pad footings/ foundations are permitted (not for below ground pools)
5. Where pad footings/ foundations are not structurally acceptable footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Driven piles are not permitted.

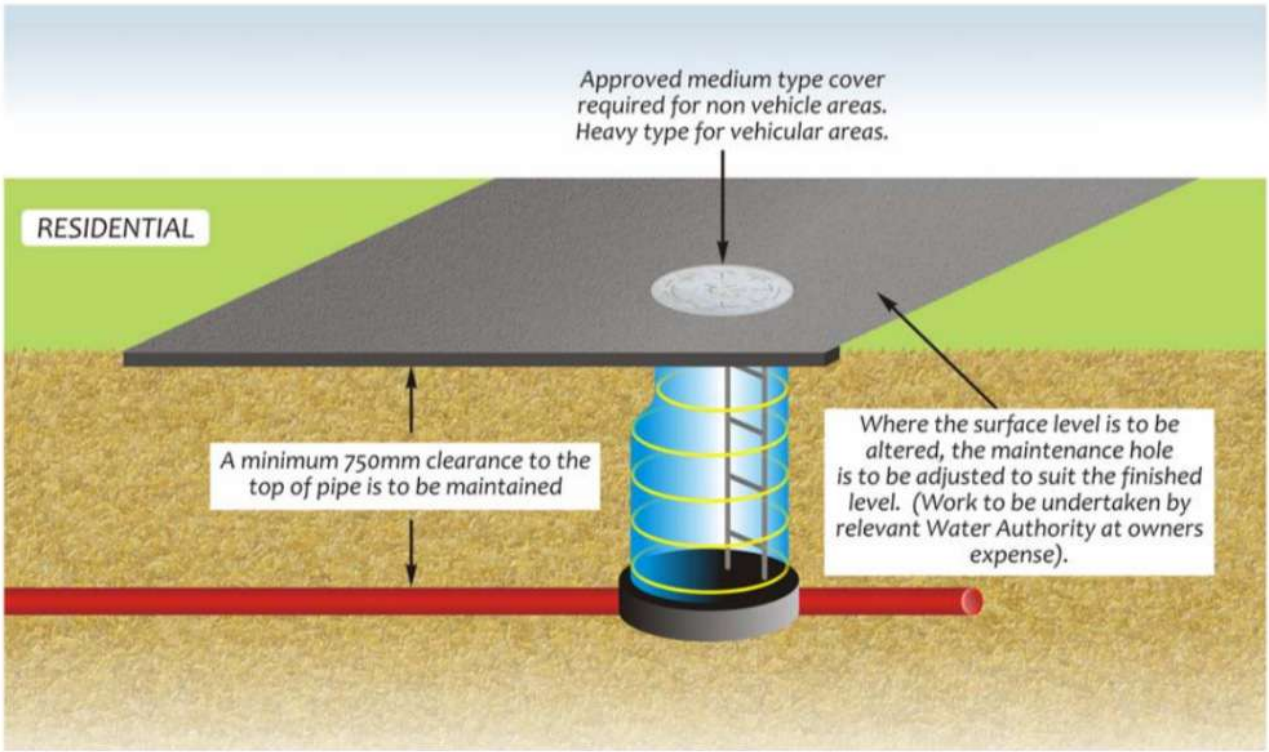
GARAGES, CARPORTS AND SHEDS FOR SEWER MAINS LESS THAN 3·5 METRES DEEP AND CONCRETE SEWER MAINS

ONLY APPLICABLE WHERE PAD FOOTINGS ARE STRUCTURALLY PERMITTED

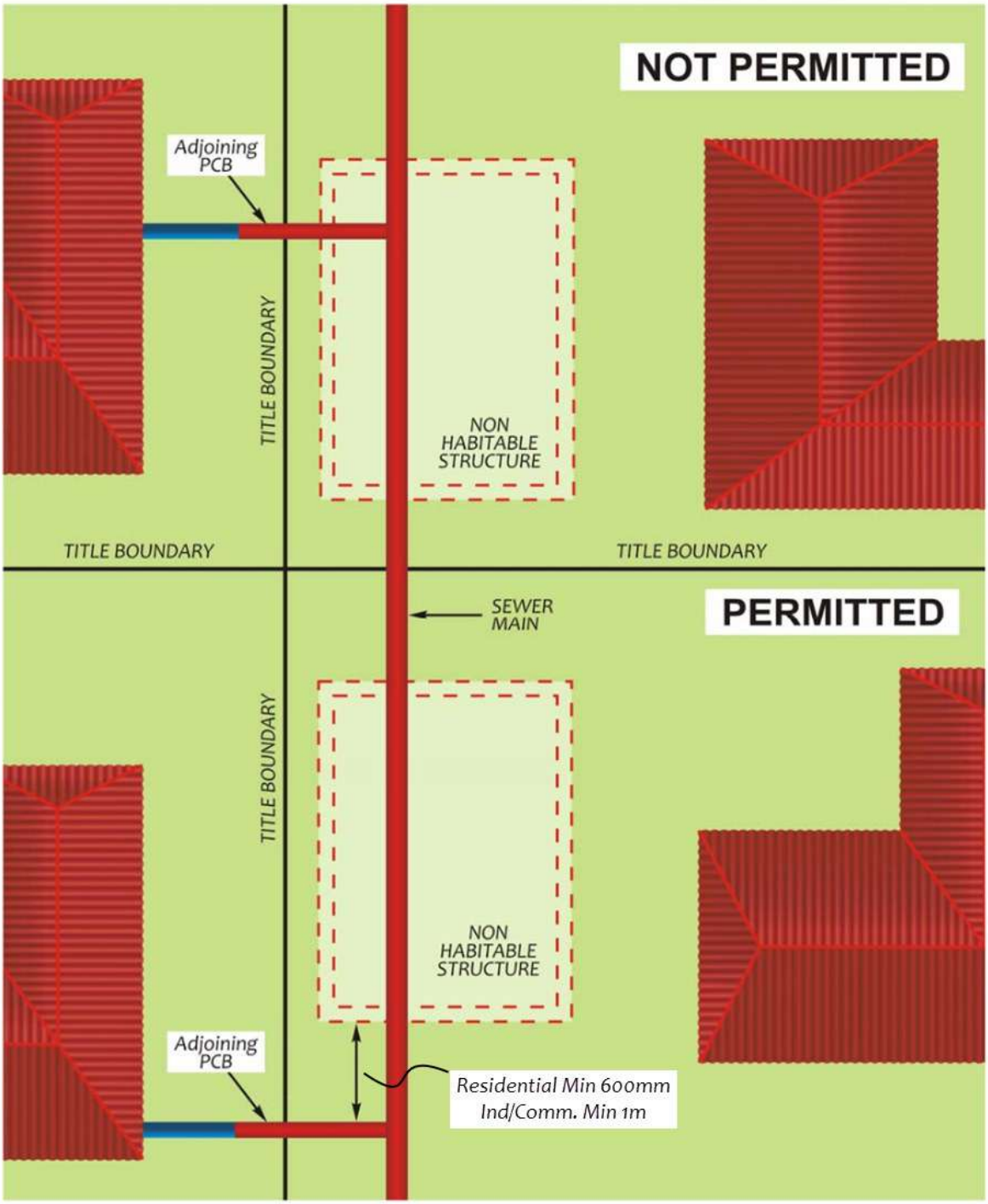


DRIVEWAYS AND PAVING





ADJOINING PROPERTY CONNECTION BRANCH

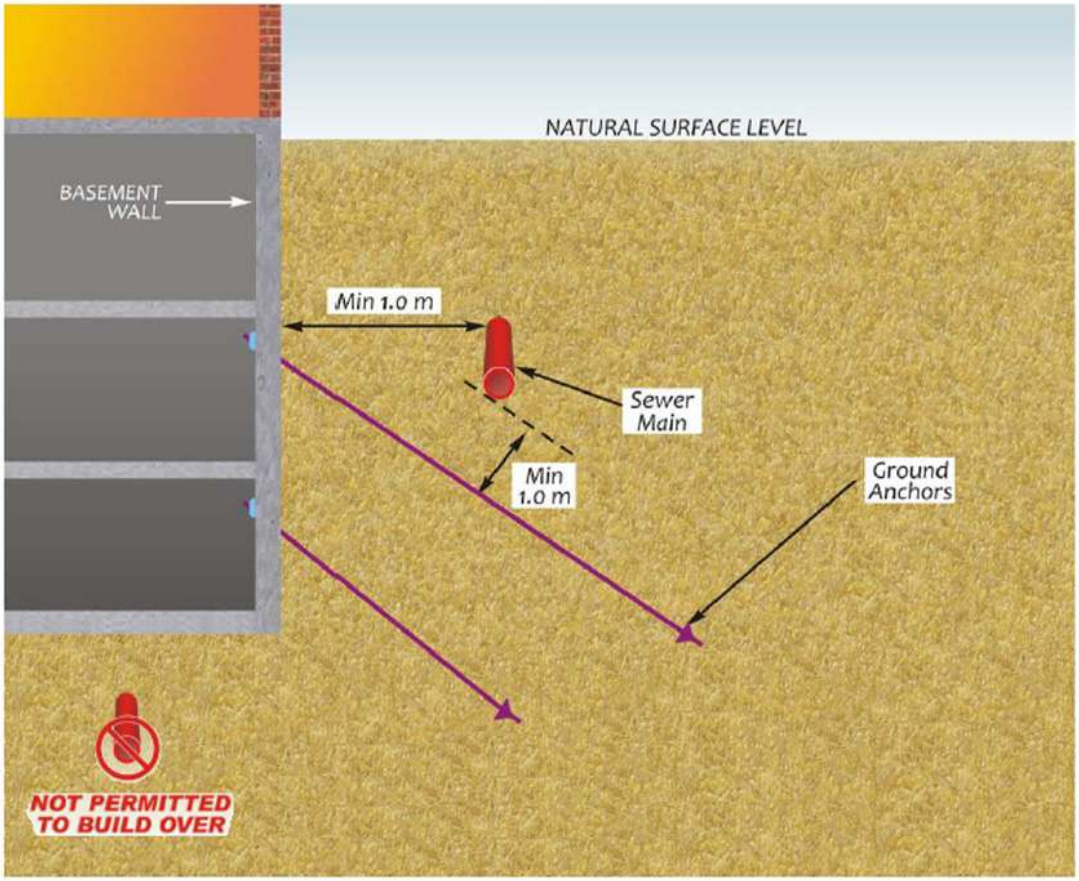


Sewer Mains - Relevant Water Authority Responsibility

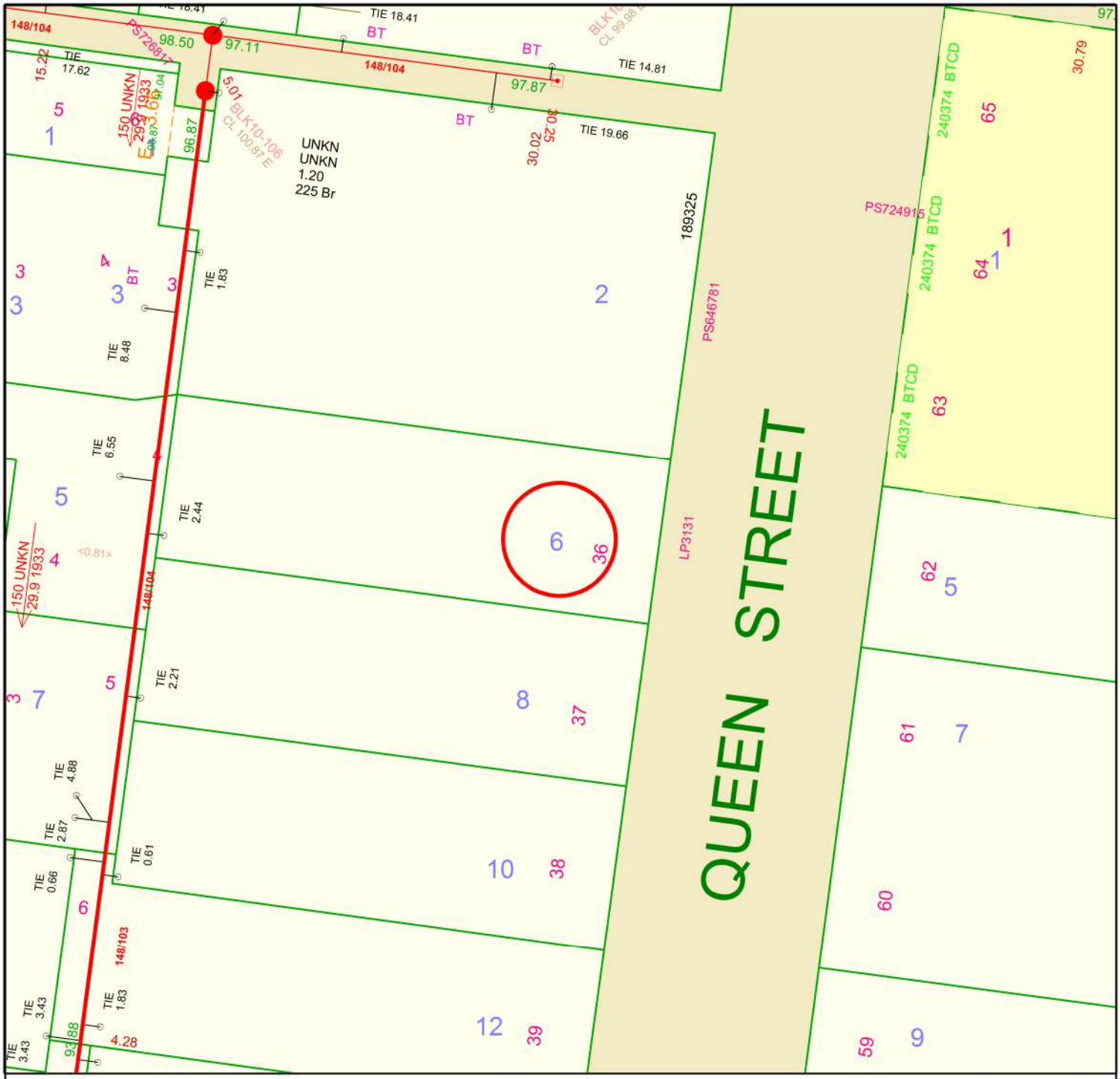
Internal Property Drains - Owners Responsibility

PCB Property Connection Branch

BASEMENT & GROUND ANCHORS



NOTE: Plans must show actual minimum clearances at all points that the sewer is crossed by ground anchors.



Yarra Valley Water Sewerage Depth Offset Asset Map

Address 6 QUEEN STREET BLACKBURN 3130

Date	16/11/2017
Scale	500

N

Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Sewerage Depth Offset Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

- Existing Title
- Proposed Title
- Access Point Number SPS12-34
- Sewer Pipe Flow
- Existing Sewer
- Change of Grade
- Circular Access Point
- Offset Distance
- Square Manhole
- End of Pipe
- Maintenance Shaft
- Inspection Shaft
- Pump Station
- Ventilation

Abbreviation Pipe Material

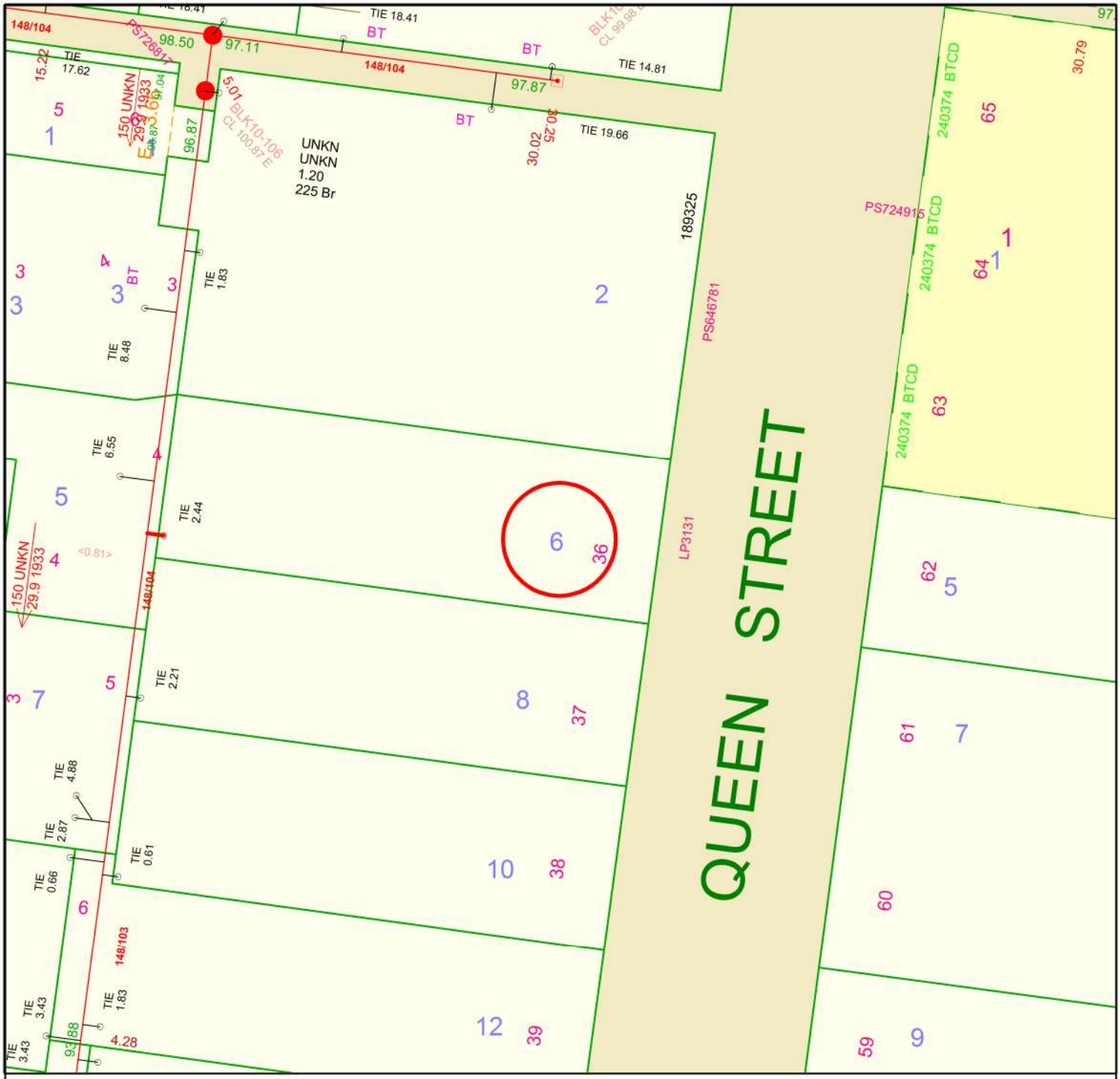
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 150
Pipe Material: UNKN
Average Depth (m): 3.38
Branch Length (m): 1.17

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.
If pipe offset is not shown, it is unknown and will need to be proven on site.

YVW Ref: 1249030



Yarra Valley Water
Sewer Branch
Asset Map

Address 6 QUEEN STREET BLACKBURN 3130

Date	16/11/2017
Scale	500

N

Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Sewerage Branch Plan is for property information only. Yarra Valley Water does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss, damage or injury suffered by any person as a result of an inaccuracy in this plan.

- Existing Title
- Proposed Title
- Access Point Number SPS12-34
- Sewer Pipe Flow
- Existing Sewer
- Change of Grade
- Circular Access Point
- Offset Distance
- Square Manhole
- End of Pipe
- Maintenance Shaft
- Inspection Shaft
- Pump Station
- Ventilation

Abbreviation Pipe Material

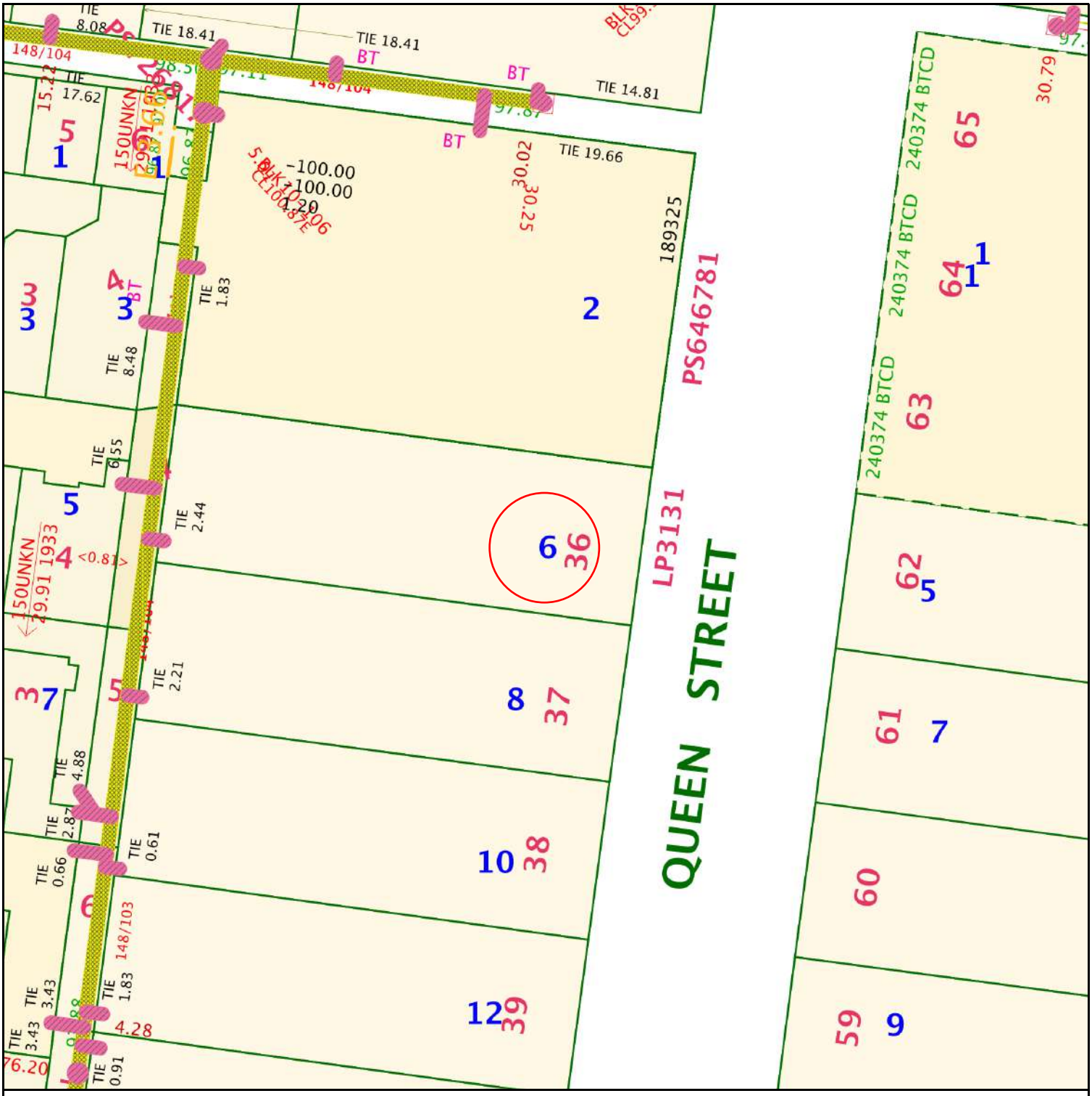
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCONCC	Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Branch Size: 100
Branch Material: UNK
Branch Depth (m): 2.28
Branch Length(m) 1.17

Note: Offsets denoted in brackets < > are from the title boundary to centreline of pipe.

YVW Ref: 1249030



Yarra Valley Water
Build Over Plan Reference: Plan A
General Structures

Address 6 QUEEN STREET BLACKBURN 3130

Date	16/11/2017
Scale	1:500

N

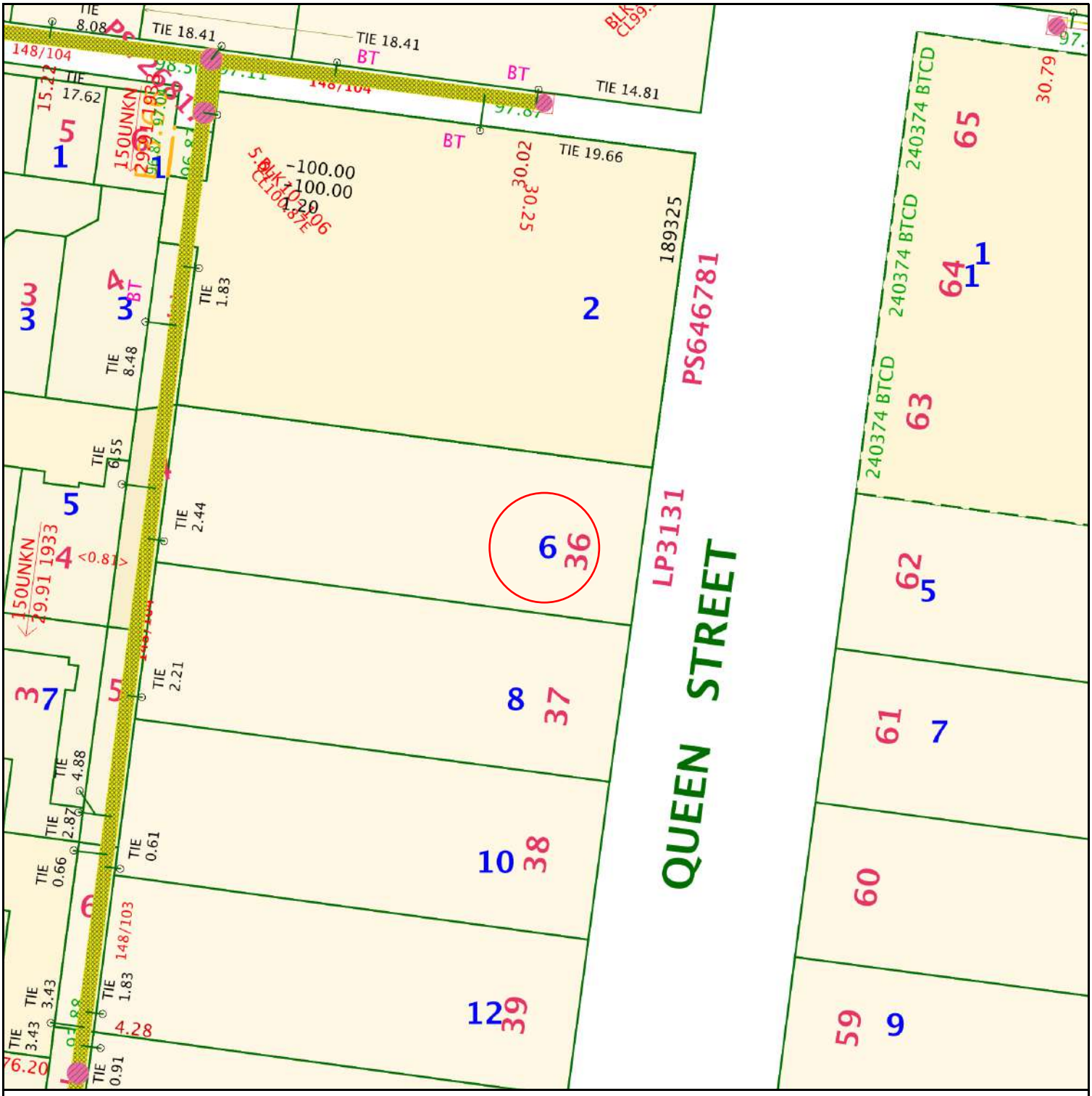
Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water
ABN 93 066 902 501

Yarra Valley Water Application ID: 290656

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	----	Boundary of easement.
Red shaded area	▨	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	▨	Assets and area that cannot be built over.
Green highlighted assets	▬	Asset or easement that can be built over subject to conditions specified.



Yarra Valley Water
Build Over Plan Reference: Plan D
General Structures

Address 6 QUEEN STREET BLACKBURN 3130

Date	16/11/2017
Scale	1:500

N

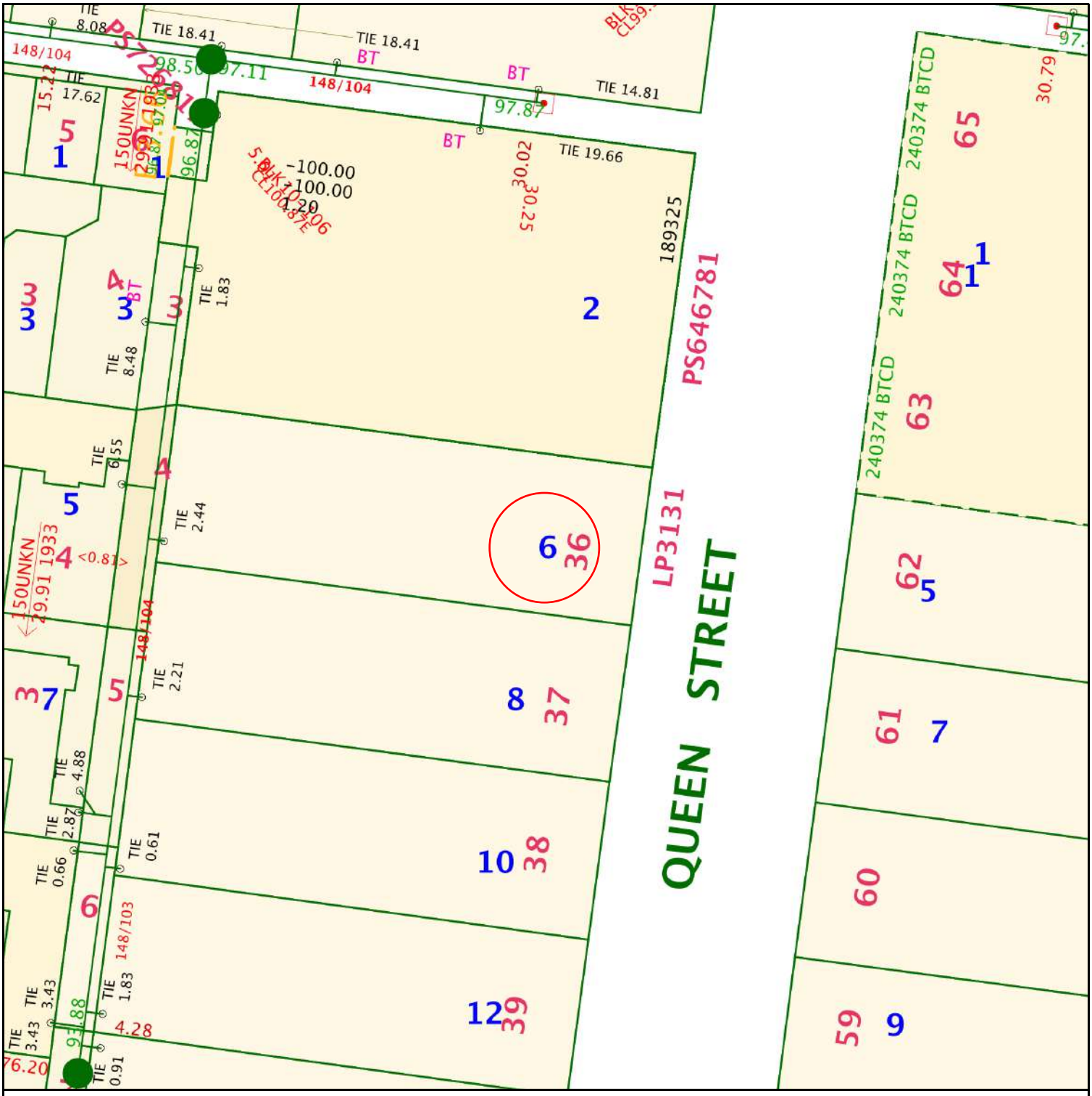
Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water
ABN 93 066 902 501

Yarra Valley Water Application ID: 290656

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	- - - -	Boundary of easement.
Red shaded area	▨	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	▨	Assets and area that cannot be built over.
Green highlighted assets	▬	Asset or easement that can be built over subject to conditions specified.



Yarra Valley Water
Build Over Plan Reference: Plan F
Driveways and paving

Address 6 QUEEN STREET BLACKBURN 3130

Date	16/11/2017
Scale	1:500

N

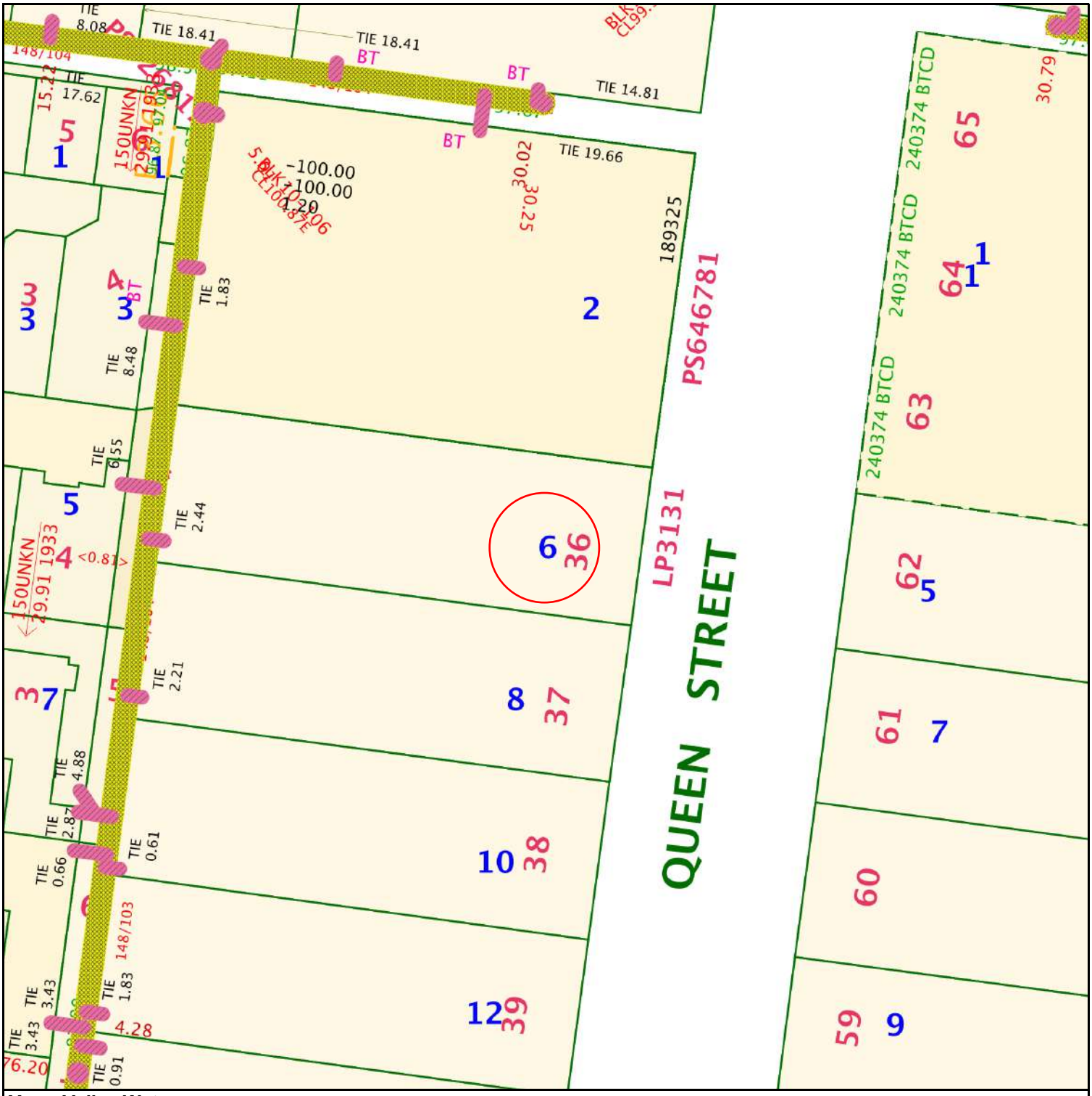
Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 290656

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	----	Boundary of easement.
Red shaded area	▨	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	▨	Assets and area that cannot be built over.
Green highlighted assets	▬	Asset or easement that can be built over subject to conditions specified.



Yarra Valley Water
Build Over Plan Reference: Plan J
Below ground pools, poles and towers

Address 6 QUEEN STREET BLACKBURN 3130

Date	16/11/2017
Scale	1:500

N

Yarra Valley Water
ABN 93 066 902 501

Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water Application ID: 290656

This plan is to be read in conjunction with the conditions issued by Yarra Valley Water for this application.

LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	- - - -	Boundary of easement.
Red shaded area	▨	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	▨	Assets and area that cannot be built over.
Green highlighted assets	▬	Asset or easement that can be built over subject to conditions specified.

CONDITIONS APPLICABLE TO THIS APPLICATION:

Yarra Valley Water ("YVW") grants its consent to the owner to build a structure or place fill on land over an easement in favour of YVW, over an easement for water supply, sewerage or drainage purposes, or over or within 1 metre of YVW works (referred to as "Owner's Works"), subject to the following terms and conditions:

Standard conditions:

1. A reference in these terms and conditions to YVW includes YVW's employees, agents and contractors.

2. The applicant applying for YVW's consent for the Owner's Works warrant's that they made the application as or on behalf of the owner. A reference in these terms and conditions to the owner includes a reference to the applicant or any successors in title to the owner.

3. YVW's conditional consent is to the owner's application and plans for the Owner's Works as previously provided to YVW. The owner must only construct the Owner Works in accordance with YVW's conditions of consent. Any variation to the owner's application and plans or Owners Works requires a new application to YVW which may be approved or rejected in YVW's absolute discretion.

4. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to any injury to any person (including illness or death) or loss of or damage to any property which may arise from, or as a result of the Owner's Works, including but not limited to being as a result of the design, construction, placement or presence of the Owner's Works.

5. The owner is solely responsible for, and indemnifies and releases and will keep indemnified and released YVW from and against all direct and indirect actions, claims, demands, cost or expenses made, sustained, incurred, brought or prosecuted or in any manner based upon, occasioned by, or attributable to YVW inspecting, constructing, maintaining, repairing or replacing any assets or other property of YVW beneath or in the vicinity of the Owners Works except to the extent caused by negligence of YVW.

6. YVW makes no warranty or representation and excludes all liability of any kind for the accuracy, adequacy or completeness of any plans or other information it has provided on sewer, water and other assets. The plans and any asset information accompanying this letter are issued solely as a guide for the investigation and identification of the assets specified and must not be used for any other purpose, including to identify any property boundaries, dimensions, structures or other assets. The location of all assets must be proven on site prior to the commencement of any works. Due to ongoing potential asset changes the plans or any other information provided should not be reused at a later date and new plans and asset information should be obtained.

7. The owner must complete and ensure the Owner's Works comply with all applicable laws and authorisations.

8. The owner is solely responsible and warrants the structural integrity and sufficiency of the Owner's Works, including any footings, having regard to the presence of YVW's assets and/or easements.

9. The owner permits YVW to enter into and upon the land and structures contained on the land, for the purpose of inspecting, constructing, maintaining, repairing or replacing assets or other property of YVW, and for that purpose to excavate through any part of the Owner's Works.YVW will not repair or reinstate the Owner's Works.

10. YVW's conditions of consent are binding upon all successors in title to the land. The owner must disclose these conditions to all prospective purchasers, mortgagees or other successors in title.

11. A failure to comply with YVW's conditions of consent will invalidate YVW's consent and render the owner liable for penalties pursuant to the Water Act 1989 which may include fines or imprisonment.

12. Should any monies become due to YVW from the owner pursuant to these terms and conditions, the owner must pay such monies within 30 days of receipt of a written notice from YVW.

13. Our imposition of conditions does not affect the rights of any other parties over the area in question.

14. If there are changes or errors in the details supplied, or we determine that inaccurate information has been provided, this consent may be withdrawn by Yarra Valley Water or additional conditions imposed.

15. Multi-unit and single residential, industrial/commercial developments must meet the requirements stated in WSA 02—-3.1 Sewerage Code of Australia, Melbourne Retail Water Agencies Edition - Version 2 - Clause 6.4. This may require a sewer branch connection from an existing maintenance structure or a new maintenance structure.

    If a new maintenance structure is required you must apply for conditions at Yarra Valley Water, details are available on the Yarra Valley Water website easyACCESS Land Development Hub.

16. These conditions of consent will be disclosed to any person making an application for an information statement in relation to the land pursuant to section 158 of the Water Act 1989.

Property Clearance Certificate

Taxation Administration Act 1997

INFOTRACK / GLENFERRIE CONVEYANCING PTY LTD

Your Reference:	GC:6018V
Certificate No:	58404991
Issue Date:	01 DEC 2022
Enquiries:	ESYSPROD

Land Address: UNIT 102, 6 QUEEN STREET BLACKBURN VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46829266	7	734896	12174	91	$0.00

Vendor: REBECCA LOUISE LANG

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS REBECCA LOUISE LANG	2022	$63,000	$0.00	$0.00	$0.00

Comments:

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMP VALUE:	$305,000
SITE VALUE:	$63,000
AMOUNT PAYABLE:	**$0.00**

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

Certificate No: 58404991

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

General information

6. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

7. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $0.00

Taxable Value = $63,000

Calculated as $0 plus ($63,000 - $0) multiplied by 0.000 cents.

Property Clearance Certificate - Payment Options

BPAY

Biller Code: 5249
Ref: 58404991

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: 58404991

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

From www.planning.vic.gov.au at 25 November 2022 05:26 PM

PROPERTY DETAILS

Address:	**102/6 QUEEN STREET BLACKBURN 3130**
Lot and Plan Number:	**Lot 7 PS734896**
Standard Parcel Identifier (SPI):	**7\PS734896**
Local Government Area (Council):	**WHITEHORSE** www.whitehorse.vic.gov.au
Council Property Number:	**280537**
Planning Scheme:	**Whitehorse** Planning Scheme - Whitehorse
Directory Reference:	**Melway 47 K9**

UTILITIES

Rural Water Corporation:	**Southern Rural Water**
Melbourne Water Retailer:	**Yarra Valley Water**
Melbourne Water:	**Inside drainage boundary**
Power Distributor:	**UNITED ENERGY**

STATE ELECTORATES

Legislative Council:	**NORTH-EASTERN METROPOLITAN**
Legislative Assembly:	**BOX HILL**

OTHER

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

View location in VicPlan

Planning Zones

RESIDENTIAL GROWTH ZONE (RGZ)
RESIDENTIAL GROWTH ZONE - SCHEDULE 3 (RGZ3)



C1Z - Commercial 1

RGZ - Residential Growth

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

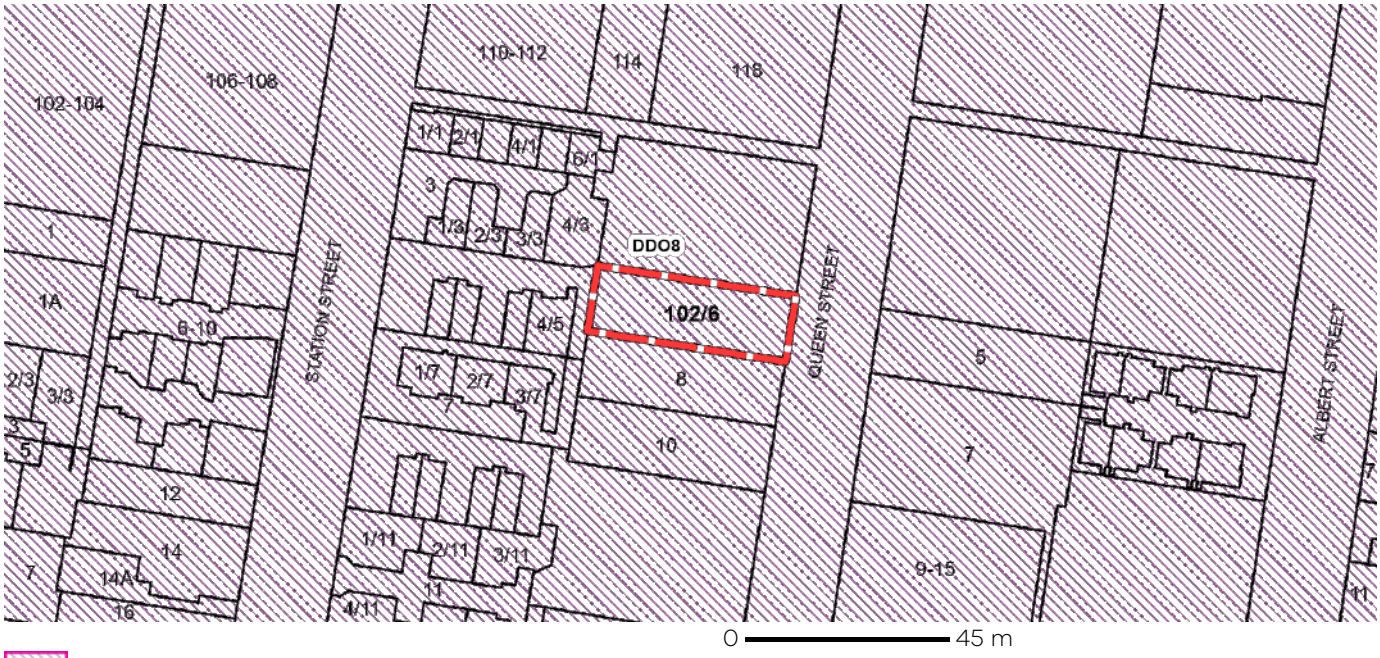
Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)

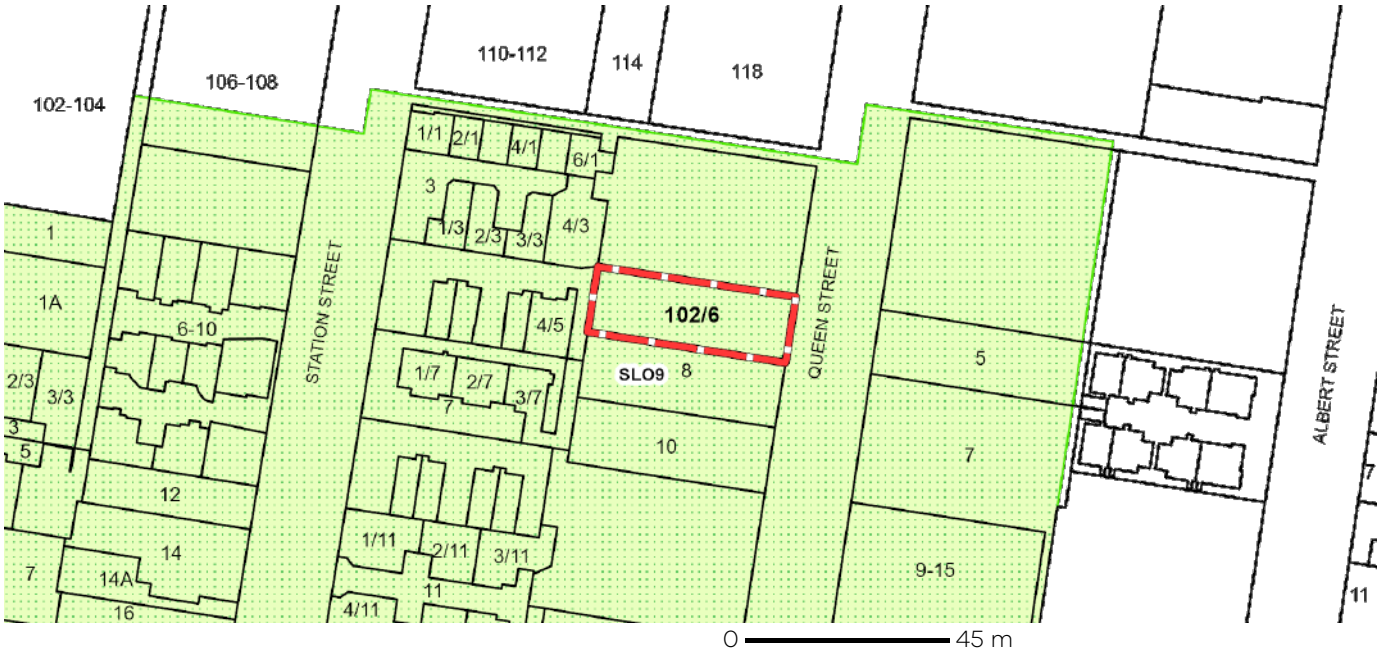


DDO - Design and Development Overlay

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



SLO - Significant Landscape Overlay

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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

PLANNING PROPERTY REPORT

Environment, Land, Water and Planning

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

VEGETATION PROTECTION OVERLAY (VPO)



HO - Heritage Overlay **VPO - Vegetation Protection Overlay**

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 17 November 2022.

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 abut 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

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

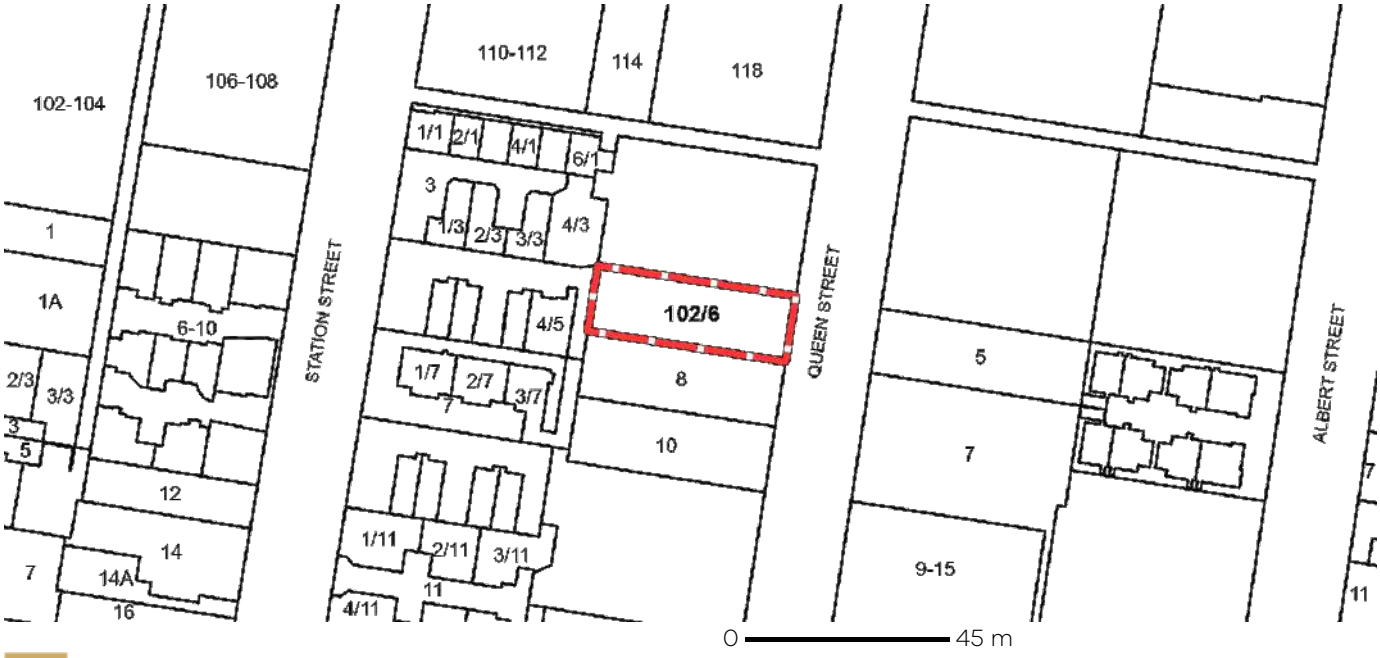
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas

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) 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)

Copyright © - State Government of Victoria
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at https://www.delwp.vic.gov.au/disclaimer

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

Amended Building Permit

Form 2 Building Act 1993 Building Regulations 2018 – Regulation 37(1)

Permit No: BS-U 1339 20150312/4

Issued To - AGENT

Name:	Swat Building Systems Pty Ltd
ACN:	
Postal Address:	4/234 Lower Heidelberg Road IVANHOE EAST, VIC 3079
Email:	ari@swatbuilding.com.au

Address for Serving or Giving of Documents

Address:	Level 1, 122 Toorak Road SOUTH YARRA VIC 3141
Contact Person:	Ari
Phone:	(03) 9499-4005

Ownership Details

Name:	Jas Property Developments P/L
ACN:	
Postal Address:	Suite 6, 45 Railway Road BLACKBURN, VIC 3130
Email:	adrian@cwwloans.com
Contact Person:	Jas Property Developments P/L
Phone:	(03) 9878-1499

Property Details

Address:	Lot (36) 6 Queen Street BLACKBURN VIC 3130
Title Details:	LP/PS: LP3131
Municipal District:	Whitehorse City Council

Builder

Name:	Swat Building Systems Pty Ltd
ACN:	
Registration No.	DB-U 30880
Postal Address:	4/234 Lower Heidelberg Road IVANHOE EAST, VIC 3079

Natural Person for Service of Directions, Notices and Orders

Name:	Ari
Phone:	(03) 9499-4005
Postal Address:	4/234 Lower Heidelberg Road IVANHOE EAST, VIC 3079

Building Practitioner or Architect Engaged to Prepare Documents for this Permit

Name	Category/Class	Registration No.
Poetica Architecture P/L	Architect - Company	C 51400
Sky Group Architects	Architect - Company	C 18517
Angelo Mathas	Builder - Domestic - Unlimited	DB-U 30880
Jason Roy Newton	Draftsperson - Services	DP-SD 21420
Paul Verheijden	Engineer - Fire Safety	EF 15977
Aldo Ditonto	Engineer - Civil	EC 2151

Details of Domestic Building Work Insurance

Name of Builder: Swat Building Systems Pty Ltd
Insurance Provider: N/A - Not Applicable
Policy Number:
Policy Issued:
Policy Cover: $0

Details of Relevant Planning Permit

Planning permit No.: WH/2017/676
Date of grant of planning permit: 9/09/2017

Nature of Building Work

Construction of Apartment Building

Version of BCA applicable to Permit: BCA 2014 Volume 1
Stage of building work permitted: To Completion
Total floor area of new building work in m2: 1,285.0
Cost of building work (this stage): $250,000
Cost of building work (all stages): $4,250,000

Building Classification

Nature of Work	Part of Building	BCA Classification
Construction of	Apartments	2
Construction of	Basement Carpark	7a

Performance Solutions

A performance solution was used to determine compliance with the following performance requirements of the BCA that relate to the building to which this permit applies:

No	Relevant Performance Requirement	Details of Performance Solution
1	CP1 Building elements must maintain structural stability during a fire	
2	CP2 Building elements must avoid the spread of fire	
3	DP4 Exits must be provided to allow occupants to evacuate safely	
4	DP5 Fire exits must be fire-isolated to protect evacuating occupants	
5	EP1.6 Suitable facilities must be provided to co-ordinate fire brigade intervention	
6	EP2.1 Building providing sleeping accomodation must provide occupants with automatic smoke detection warning	
7	EP2.2 Fire evacuation route must be maintained	

Prescribed Reporting Authorities

The following bodies are prescribed reporting authorities for the purposes of the application for this permit in relation to the matters set out below.

Reporting Authority	Matter Reported On or Consented To	Regulation No.
Council	Construction of buildings on land liable to flooding	reg. 802(3)

Exemption from, or Consent to Partial Compliance with, Certain Requirements

The following exemptions from, or a consent to a partial compliance with, certain requirements of the Building Regulations 2018 was granted or given under regulation 229(2), 231(2), 233(3) or 234(2) of the Building Regulations 2018 in relation to the building work to which this permit applies:

Part or whole of building or place of public entertainment or building work exempt from, or given consent to partial compliance with, requirements of the Building Regulations 2018	Nature and scope of exemption
Whole of Building	Section 10(2) Building Act 1993 - This Building Permit has been issued to comply with BCA Volume 1 - 2013 Section as the design was substantially complete prior to 01/05/2013.

Protection Work

Protection work is not required in relation to the building work proposed in this permit.

Inspection Requirements

The mandatory notification stages are -

- Final

Occupation or Use of Building

An Occupancy Permit is required prior to the occupation or use of this building.

If an occupancy permit is required, the permit is required for the whole of the building in relation to which the building work is carried out.

Commencement and Completion

This building work must commence by 4/10/2018.

If the building work to which this building permit applies is not commenced by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

This building work must be completed by 26/05/2020.

If the building work to which this building permit applies is not completed by this date, this building permit will lapse unless an extension is applied for and granted by the relevant building surveyor before this date under regulation 59 of the Building Regulations 2018.

Documents Supporting Application

Document Name	Prepared By	Ref No	Issued

Permit Conditions

This building permit is subject to the following conditions –

No	Condition
1	Three copies of truss computations and layout are to be submitted and approved prior to the frame inspection.
2	All requirements of the Energy Efficiency Report are to be implemented and will be checked (where possible) when the Final inspection is undertaken. You will be required to sign off on the requirements prior to a certificate being issued.
3	The building is required to be protected from termites in accordance with the requirements of AS3660. A certificate will be required to be lodged prior to the issue of a certificate of final inspection or an occupancy

No	Condition
	permit being issued.
4	A Plumbing Certificate of Compliance for all plumbing works carried out on the project.
5	An Electrical Safety Compliance Certificate for all electrical work.
6	The subject site is designated flood prone. The floor levels are to be confirmed by a licensed land surveyor in accordance with the Consent and Report issued by Council under Regulation 802.
7	All the requirements of the Town Planning Permit issued to this allotment for this work are to be complied with. Building heights and setbacks are to be as per the Planning permit.
8	The Energy Efficiency requirements must comply fully with the submitted report and Section J of the B.C.A. This will be checked when the final inspection is undertaken.
9	Where a building permit has been given for the work to proceed in stages, the approval of the Building Surveyor must be obtained before proceeding to the next stage.
10	Public protection is to be maintained at all times.
11	A letter from the electrical services contractor stating that all emergency and exit lights have been installed in accordance with AS. 2293 and electrical installation has been completed in accordance with AS. 3000.
12	A letter from the mechanical services contractor stating that the air-handling/mechanical ventilation system has been installed and commissioned in accordance with AS. 1668.2.
13	A Fire Door Certificate for the fire doors installed in the building, scheduling door locations and relevant test report numbers, including fire rated access panel.
14	A Certificate of Compliance relating to all penetrations of fire rated building elements detailing location and method of protection to all such penetrations.
15	A residential sprinkler installation completion certificate including full details of acceptance tests for hydrostatic pressure, water supply and pump/s.
16	As-installed fire services drawings for the fire detection system shall be prepared and installed in the fire indicator panel.
17	An installer's statement and commissioning test report in accordance with Appendices F and G of AS. 1670 shall be submitted by the fire alarm contractor.
18	A letter from an independent fire inspector/certifier registered with the Fire Protection Association (FPA), certifying that the residential sprinkler system has been completed in accordance with AS 2118.4.
19	A letter from the glazing contractor stating that the glass has been supplied and installed in accordance with AS 1288.
20	A letter from the EWIS contractor stating that the system is installed in accordance with AS 2220.
21	The report and consent of the Chief Officer of the fire brigade in accordance Regulation 1003 of the Building Regulations.
22	Completed application for Occupancy Permit.
23	A letter or Certificate from a registered tester stating compliance for: - the fire hydrant system in accordance with AS 2419. Such tests will include: - hydrostatic test to not less than 1700kPa; - flow testing by simultaneously discharging the required number of the most hydraulically disadvantaged hydrants each at not less than 10l/s; - operation of booster and/or pump where appropriate. - Fire hose reels in accordance with AS 2441. - the commercial fire sprinkler system in accordance with AS 2118.1; - drencher/wall wetting sprinklers - combined hydrant and sprinkler systems in accordance with AS 2118.6; - drencher/wall wetting sprinklers - AS 1670 fire detection and alarm systems.
24	Finished floor levels are to be confirmed by a qualified land surveyor in accordance with the report and consent to Regulation 802.

Relevant Building Surveyor

Name: Ross Laws
ACN:
Address: Ground Floor, 687 Whitehorse Road MONT ALBERT VIC 3127

Email: cfl@cflpermits.com.au
Building practitioner registration no.: BS-U 1339

Permit No.: BS-U 1339 20150312/4
Date of Issue of Permit: 4/10/2017
Amended Date: 14/03/2019

Signature:



Occupancy Permit

Form 16 Building Act 1993 Building Regulations 2018 – Regulation 192

Permit No: BS-U 1339 20150312/4

This occupancy permit must be displayed in the following approved location:

.

Property Details:	Lot (36) 6 Queen Street BLACKBURN VIC 3130
Units:	Apt 1.07
Title Details:	LP/PS: LP3131
Municipal District:	WHITEHORSE CITY COUNCIL

Building Permit Details

Building Permit No.: 20150312/4

Version of BCA applicable to building permit: BCA 2014 Volume 1

Building Details

Building / Part of Building to which Permit Applies	Permitted Use	BCA Class	Maximum Floor Live Load	Maximum Number of People
Apartments	Residential	2	3.0	N/A
Basement Carpark	Carparking for public use	7a	5.0	N/A

Exemption From, or Consent to Partial Compliance with, Certain Building Requirements

The following exemption from, or a consent to partial compliance with, certain requirements of the Building Regulations 2018 was granted under regulation 229(2), 231(2), 233(3) or 234(2) of the Building Regulations 2018.

Part or whole of building or place of public entertainment or building work exempt from, or given consent to partial compliance with, requirements of the Building Regulations 2018	Nature and Scope of Exemption
Whole of Building	Section 10(2) Building Act 1993 - This Building Permit has been issued to comply with BCA Volume 1 - 2013 Section as the design was substantially complete prior to 01/05/2013.

Conditions to which this permit is subject

Occupation is subject to the following conditions –

(1) Essential Safety Measures

The following essential safety measures must be inspected, tested and maintained in accordance with the maintenance requirements set out in the following table:

Essential Safety Measures Required to be Provided for the Building or Place of Public Entertainment	Provision of the Building Regulations 2018 applicable to installation and operation of	The Level of Performance that each Essential Safety Measure must achieve to fulfil	The Frequency and type of Maintenance Required for each	The Frequency and type of Testing and Inspections required for each Essential

	Essential Safety Measure	its purpose	essential safety measure	Safety Measure
Building elements required to satisfy prescribed fire resistance levels	Section C, D1.12		Annually	Annual Inspection for damage, deterioration, or unauthorised alteration
Materials and assemblies required to satisfy prescribed fire hazard properties	C1.10		Annually	Annual Inspection for damage, deterioration, or unauthorised alteration
Elements required to be non-combustible, provide fire protection, compartmentation or separation	C2.5 to C2.14, C3.3, C3.11, D1.7 - D1.8, E1.3, G3.4		Annually	Annual Inspection for damage, deterioration, or unauthorised alteration
Wall-wetting sprinklers (including doors and windows required in conjunction with wall-wetting sprinklers)	C3.4, C3.8, C3.11, D1.7, D1.8, G3.8		Every 6 Months	As per AS 1851-2005 Section 2 if Sprinkler system installed or every six months to ensure compliance, no damage or deterioration and water supply availability.
Fire doors (including sliding fire doors and their associated warning systems) and associated self-closing, automatic closing and latching mechanisms	C2.12 to C2.13, C3.4 to C3.8, C3.10 to C3.11, D1.7 to D1.8, D1.12		Every 3 Months	Every three months as per AS1851 - 2005 Section 17 check operation of handles, closers and electronic strikes
Solid core doors and associated self-closing, automatic closing and latching mechanisms	C3.11		Annually	Annual Inspection for damage, deterioration, and check operation of closers, handles and electronic strikes.
Fire-protection at service penetrations through elements required to be fire-resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire	C3.12, C3.13, C3.15		Every 6 Months	Every six months as per AS1851 - 2005 Inspection for damage, deterioration, or unauthorised alteration
Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire-resisting with respect to integrity and insulation	C3.16		Every 6 Months	Every six months as per AS1851 – 2005 Inspection for damage, deterioration, or unauthorised alteration

Paths of travel to exits	D1.6		Every 3 Months	Inspection every three months to ensure there are no obstructions and no alterations
Discharge from exits (including paths of travel from open spaces to the public roads to which they are connected)	D1.7, D1.9 to D1.11, D2.12, G4.3, G4.6, G4.7		Every 3 Months	Inspection every three months to ensure there are no obstructions and no alterations
Exits (including fire-isolated stairways and ramps, non-fire isolated stairways and ramps, stair treads, balustrades and handrails associated with exits, and fire-isolated passageways)	D2.2, D2.3, D2.8 to D2.11, D2.13, D2.16, D2.17		Every 3 Months	Inspection every three months to ensure there are no obstructions and no alterations
Doors (other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit, and associated self-closing, automatic closing and latching mechanisms	D1.6, D2.19 to D2.21, D2.23		Every 3 Months	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware
Exit signs (including direction signs)	Specification D1.12, E4.5, E4.6, E4.8		Every 6 Months	Every 6 months to AS 2293.2-1995
Signs warning against the use of lifts in the event of fire	E3.3		Annually	Annual inspection to ensure the warning sign is in place and legible
Signs alerting persons that the operation of doors must not be impaired	D2.23		Annually	Annual inspection to ensure the warning sign is in place and legible
Emergency lighting	E4.2, E4.4		Every 6 Months	Every 6 months to AS / NZS 2293.2-1995
Fire hydrant system (including on-site pump set and fire- service booster connection)	E1.3		Weekly	Weekly to AS 1851 - 2005 Section 4 where pumps are installed or six monthly to AS1851 -2005 Section 4
Fire hose reel system	E1.4		Every 6 Months	Every 6 months to AS 1851 - 2005 Section 14
Sprinkler system	E1.5, G3.8, H1.2		Weekly	Weekly to AS 1851 - 2005 Section 2
Portable fire extinguishers	E1.6		Every 6 Months	Every six months to AS 1851-2005 Section 15.4
Smoke hazard management systems: - automatic air pressurisation systems for fire-isolated exits ; - zone smoke control system	E2.2		Every 3 Months	Quarterly and as prescribed in AS 1851 - 2005 Section 18

automatic; - smoke exhaust system automatic smoke and heat vents (including automatic vents for atriums); - air handling systems that do not form part of a smoke hazard management system; and which may unduly contribute to the spread of smoke; - miscellaneous air-handling systems covered by Sections 5 and 11 of AS/NZS 1668.1 serving more than one fire compartment				
Carpark mechanical ventilation system	F4.11		Annually	Frequency as nominated by manufacturer on label attached to equipment in accordance with AS1851 - 2005 Section 18
Smoke and heat alarm system	Clause 3 of Specification E2.2a		Monthly	As prescribed in AS 1851 - 2005 Section 7 Monthly inspection to test operation Replace battery or unit as necessary
Smoke and heat detection system	Clause 4 of Specification E2.2a		Monthly	Monthly as prescribed in AS1851 – 2005 Section 6
Emergency warning and intercommunication system	E4.9 Clause 5 of Specification G3.8		Monthly	Monthly to AS 1851 - 2005 Section 10
Building occupant warning system	Clause 8 of Specification E1.5, Clause 6 of Specification E2.2a		Monthly	Monthly as prescribed AS 1851 – 2005 Section 9
Air conditioning systems	BCA E2.2		Every 6 Months	Quarterly to AS 1851- 20051, AS 3666-1995

Suitability for occupation
At the date this occupancy permit is issued, the building or part of a building or place of public entertainment to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Name: Ross Laws
Address: Ground Floor, 687 Whitehorse Road MONT ALBERT VIC 3127
Email: cfl@cflpermits.com.au
Building practitioner registration no.: BS-U 1339

Occupancy Permit No.: BS-U 1339 20150312/4
Date of Issue: 31/01/2020
Date of Final Inspection: 23/01/2020

Signature:



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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

Produced: 01/12/2022 12:19:20 PM

OWNERS CORPORATION 1
PLAN NO. PS734896F

The land in PS734896F is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1, 2, 3A, 3B, 5 - 12, 13A, 13B, 15 - 19.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
6 QUEEN STREET BLACKBURN VIC 3130

OC046325M 16/12/2019

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
1. OC046326K 16/12/2019

Additional Owners Corporation Information:
OC046325M 16/12/2019

Notations:
NIL

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	44	44
Lot 2	55	55
Lot 3A	47	47
Lot 3B	47	47
Lot 5	56	56
Lot 6	66	66

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 01/12/2022 12:19:20 PM

OWNERS CORPORATION 1
PLAN NO. PS734896F

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	43	43
Lot 8	43	43
Lot 9	43	43
Lot 10	53	53
Lot 11	66	66
Lot 12	42	42
Lot 13A	42	42
Lot 13B	42	42
Lot 15	51	51
Lot 16	40	40
Lot 17	53	53
Lot 18	81	81
Lot 19	100	100
Total	**1014.00**	**1014.00**

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.

Secure Electronic Registries Victoria (SERV), Level 13, 697 Collins Street Docklands 3008
Locked bag 20005, Melbourne 3001, DX 210189
ABN 86 627 986 396

MELBOURNE OWNERS CORPORATION SERVICES
PO Box 2228 Hawthorn VIC 3122
ABN 96 164 870 464 T (03) 9818 2488
E info@mocs.com.au
www.mocs.com.au

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporations Act 2006 and r.16 Owners Corporations Regulations 2018

Owners Corporation 1 on Plan of Subdivision No. 734896F
'The Royale' – 6 Queen Street, Blackburn, VIC 3130

This certificate is issued for:	Owners Corporation 1 Plan No. PS734896F Lot 7/6 Queen Street, Blackburn VIC 31130
The postal address is:	102/6 Queen Street, Blackburn VIC 3130
Applicant for certificate:	InfoTrack on behalf of Glenferrie Conveyancing Pty Ltd
Delivery address for certificate:	Via email: ownerscorp@infotrack.com.au

IMPORTANT:
The information in this certificate is issued on 14/02/2023. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to info@mocs.com.au. A new certificate should be obtained for if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

(a) The current annual fees for the financial year 01/02/22 to 31/01/23 for the above lot are **$3,292.60** payable quarterly in advance.

Due Date	Levy Description	Total Due	Status
01/02/22	Quarterly Levy 01/02/22 to 30/04/22	$789.85	Paid
01/04/22	Levy adjustment as per AGM 23/02/22	$33.30	Paid
01/05/22	Quarterly Levy 01/05/22 to 31/07/22	$823.15	Paid
01/08/22	Quarterly Levy 01/08/22 to 31/10/22	$823.15	Paid
01/11/22	Quarterly Levy 01/11/22 to 31/01/23	$823.15	Paid
01/02/23	Quarterly Levy 01/02/23 to 30/04/23	$823.15	Paid

Please note: The Annual General Meeting has not been held. The fees shown in the table above are based on approved rates for previous financial year. The rates WILL change for the financial year from 01/02/23 to 31/01/24 depending on the budget/fees to be approved at the next meeting.

(b) **The date up to which the fees for the lot have been paid*:***
30/04/23

(c) **The total of any unpaid fees or charges for the lot is:**
Nil.

(d) **The special fees or levies which have been struck, the dates on which they were struck, and the dates they are payable are:**
Nil.

(e) **Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?**

- Several defects were identified in SRB Building Consultant's report. Some have been addressed however, special levies may be required to address the other defects that have not been addressed.
- The insurance valuation report mentions possibility of Alucabond used on the building, however, it is inconclusive as the contractor's assumptions are based on proposed designs of the building and not 'As Builts'. However, the OC has since received a copy of a letter dated 5th January 2020 from the relevant building surveyor for the project to the MFB stating:
    - To the best of my knowledge I am satisfied that all recommendations contained within the alternative solution documentation prepared by Integrated Fire Services, Project Number 2014192, Revision Number 5 dated 25th November 2019 have been adopted and implemented. It should be noted that from the date of the initial MFB 309 consent this report has since been amended, hence the reference to the most recent revision.
    - No aluminium/polyethylene composite panels have been installed on this project.
    - To the best of my knowledge internal linings, attachments and the like are compliant with C1.10 of the Building Code of Australia.
    - Portable fire extinguishers have been provided in accordance with the requirements of A.S-2444.
    - To the best of my knowledge fire sprinkler protection has been provided in accordance with MFB Guideline 32 to car stackers.
- A claim has been made against the original plumber's insurer, AAMI, regarding the non-compliant roof work that is causing water ingress into Unit 301, Unit 303 and Unit 201. A special levy may be required to rectify the non-compliant work and the water damage inside unit 303, unit 201 and unit 301 if the claim is unsuccessful.
- The tiles on the façade of the building are faulty, some have fallen off. A special levy may be required to cover the cost to the repair.
- The original builder for this property has become insolvent and as such, the Owners Corporation does not have any recourse to claim against the builder, any defects that the builder would be liable for.
- Water ingress has been found in lot 15 (unit 205). It is unclear whether the water is coming from common property or from the lot above it. If it is found that the water is coming from common property, a special levy may be required to cover the cost to repair the leak and to repair the resultant damage in the lot should the cost to repair the resultant damage be below the OC's insurance excess.
- Water ingress has been found in lot 5 (Unit G5) and there is a dispute regarding where this water is coming from. A special levy may be required to cover the cost to rectify the leak and the resultant damage if the leak is found to be coming from common property.

MELBOURNE OWNERS CORPORATION SERVICES
PO Box 2228 Hawthorn VIC 3122
ABN 96 164 870 464 T (03) 9818 2488
E info@mocs.com.au
www.mocs.com.au

(f) **The Owners Corporation presently has the following insurance cover:**
A copy of the Certificate of Currency is attached to this Owners Corporation Certificate.

(g) **Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?**
The Owners Corporation has NOT resolved that members may arrange their own insurance under Section 63 of the Act.

(h) **The total funds held by the Owners Corporation as at 31/01/2023 are**:
A copy of the Balance Sheet is attached to this Owners Corporation Certificate.

(i) **Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?**
None known to the Manager as at the date of this certificate.

(j) **Are there any current contracts, leases, licenses or agreements affecting the common property?**
None known to the Manager as at the date of this certificate.

(k) **Are there any current agreements to provide services to lot owners, occupiers or the public?**
None known to the Manager as at the date of this certificate.

(l) **Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?**
None known to the Manager as at the date of this certificate.

(m) **Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?**

(n) **Has the Owners Corporation appointed, or resolved to appoint, a manager?**
The appointed Owners Corporation Manager is:

Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)
PO Box 2228, Hawthorn, VIC 3122
Phone: 03 9818 2488
Email: info@mocs.com.au

(o) **Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?**
The Owners Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.

(p) **Documents required to be attached to the Owners Corporation Certificate are:**
- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
- A copy of the Minutes of the Annual General Meeting;
- A copy of the Special Rules of the Owners Corporation;
- A copy of the Certificate of Currency;
- A copy of the Balance Sheet;
- Reinstatement & Replacement Insurance Valuation Report.

NOTE:
More information on prescribed matters may be obtained from an inspection of the Owners Corporation Register by making written application to the Agent at the address listed below. This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

Date: 14/02/2023



……
On behalf of Owners Corporation 1 on Plan of Subdivision No. 734896F
Ivy Chai
Melbourne Owners Corporation Services Pty Ltd
PO Box 2228, HAWTHORN, VIC 3122

Owners Corporation
Statement of Advice and Information for Prospective Purchasers and Lot Owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018 OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

Lot entitlement and lot liability

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

Further information

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

Management of an Owners Corporation

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

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

MELBOURNE OWNERS CORPORATION SERVICES
PO Box 2228 Hawthorn VIC 3122
ABN 96 164 870 464 T (03) 9818 2488
E info@mocs.com.au
www.mocs.com.au

Balance Sheet
As at 31/01/2023

PS734896F — The Royale, 6 Queen Street, Blackburn VIC 3130

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	8,711.99
Owners Equity--Admin	15,437.97
	24,149.96
Maintenance Fund	
Operating Surplus/Deficit--Sinking	0.00
	0.00
Net owners' funds	**$24,149.96**
Represented by:	
Assets	
Administrative Fund	
Cash at bank--Admin	38,990.74
Receivable--Owners--Admin	687.50
Sundry Debtor	419.41
	40,097.65
Maintenance Fund	
	0.00
Unallocated Money	
Cash at bank--Unallocated	0.45
	0.45
Total assets	40,098.10
Less liabilities	
Administrative Fund	
Accrued Expenses--Admin	2,413.94
Prepaid Levies--Admin	13,533.75
	15,947.69
Maintenance Fund	
	0.00
Unallocated Money	
Prepaid Levies--Unallocated	0.45
	0.45
Total liabilities	15,948.14
Net assets	**$24,149.96**

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0000024582
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	31/07/2022 to 31/01/2023 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 734896F
Situation	6 QUEEN STREET BLACKBURN VIC 3130

Policies Selected

Policy 1 – Insured Property
Building: $9,195,486
Common Area Contents: $103,000
Loss of Rent & Temporary Accommodation (total payable): $1,379,322

Policy 2 – Liability to Others
Sum Insured: $30,000,000

Policy 3 – Voluntary Workers
Death: $200,000
Total Disablement: $2,000 per week

Policy 4 – Workers Compensation
Not Available

Policy 5 – Fidelity Guarantee
Sum Insured: $250,000

Policy 6 – Office Bearers' Legal Liability
Not Selected

Policy 7 – Machinery Breakdown
Sum Insured: $50,000

Policy 8 – Catastrophe Insurance
Not Selected

Policy 9 – Government Audit Costs and Legal Expenses

The contract of insurance is arranged by CHU Underwriting Agencies Pty Ltd (ABN 18 001 580 070, AFSL 243261) on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545).

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

Policy 10 – Lot owners' fixtures and improvements (per lot)
Sum Insured: $250,000

Flood Cover is included.

Date Printed 29/07/2022

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

MELBOURNE OWNERS CORPORATION SERVICES
PO Box 2228 Hawthorn VIC 3122
ABN 96 164 870 464 T (03) 9818 2488
E info@mocs.com.au
www.mocs.com.au

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN NO. PS734896F

"THE ROYALE" 6 QUEEN ST, BLACKBURN VIC 3130

DATE, PLACE & TIME OF MEETING:	An Annual General Meeting of the Owners Corporation was held on: Date: Wednesday 23rd February 2022 Time: 5:30 pm Venue: Online via Zoom
PRESENT:	Lot 6 Mr David Ryan Lot 7 Ms Rebecca Lang Lot 8 Mr Amir Tila Lot 11 Mr Craig Gordon Lot 17 Ms Meredith McGarry Lot 19 Mr Gerry Gysberts & Ms Wilhelmina Bos
PRESENT BY PROXY:	Present by Proxy: Lot 9 Mr Barry Qian In favour of Xinfang Wang Lot 12 Mr Steven Dunlop In favour of Dunlop Family Trust
IN ATTENDANCE:	Ivy Chai Melbourne Owners Corporation Services P/L Mahender Gattu Melbourne Owners Corporation Services P/L

1. QUORUM

As only 8 of the 19 lots forming Owners Corporation Plan No. PS734896F (456 units of entitlement out of a total of units of entitlement out of a total of 1,014 units of entitlement) were represented either in person or by proxy, a quorum was not declared. In accordance with Section 78 of the *Owners Corporations Act* 2006, the meeting would proceed with all decisions being "interim decisions". The interim decisions will become resolutions of the Owners Corporation 29 days from the date of the meeting, subject to no petition being received (from Lot Owners representing at least 25% of the total entitlements).

2. CHAIRPERSON:

It was Resolved:

To appoint Ivy Chai to chair the meeting.

3. MINUTES:

It was Resolved:

That the minutes of the previous Annual General Meeting held on 26/02/2021 as attached to the Notice of Meeting be accepted.

4. INSURANCE:

It was Resolved:

a) That the insurance policy certificate of currency as attached to the Notice of Meeting be accepted.

b) To accept to have an Insurance Valuation carried out on the Building and Common Contents every 5 years and the Owners Corporation to amend the insurance cover in accordance with the recommendations of each valuation that is prepared.

Note:

- The insurance policy is based on the valuation dated 05/06/2021.
- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years.
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.

5. REPORTS: It was Resolved:

To accept the following reports:

a) Manager's Report
b) Committee Report, verbally presented by Mr Gysberts.
c) Valuation Report

6. FINANCIAL REPORTS: It was Resolved:

That the financial statements for the period 01/02/2021 to 31/01/2022 as attached be accepted.

7. BUDGET & CONTRIBUTIONS: It was Resolved:

a) That the proposed Administration Fund Budget for the period 01/02/2022 to 31/01/2023 as attached to the Notice of Meeting be accepted.

b) That the Administration Fund contribution be set at $77,640 incl GST per annum to commence on the 01/02/2022.

c) That the Administration Fund & Maintenance Fund contributions be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st February, 1st May, 1st August and 1st November of each year.

d) That an adjustment levy totaling $785 incl GST be struck and levied on a Unit of Lot Liability basis to collect the increase in the Administrative & Maintenance Fund levy contributions for the period 01/02/2022 to 31/01/2023. The adjustment levy is due and payable on 01/04/2022.

8. ARREARS & PENALTY INTERESTS:

It was Resolved:

a) That Owners Corporation Plan No. PS734896F continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.

b) That Owners Corporation Plan No. PS734896F authorises Melbourne Owners Corporation Services Pty Ltd to arrange for the services of a lawyer, debt collection agency and/or apply to VCAT to recover debt from Members as required.

c) That a Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.

Note:

- Members are reminded that if their arrears are more than $1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.

- Members are also reminded that the onus is with the Member to ensure that they inform Melbourne Owners Corporation Services Pty Ltd of any change to their mailing address for all correspondence.

9. APPOINTMENT OF COMMITTEE:

It was Resolved:

a) That the following persons be elected to the Committee for Owners Corporation Plan No. PS734896F:
Lot 6 Mr Ryan
Lot 12 Mr Dunlop
Lot 19 Mr Gysberts

b) That the election of Chairperson of Owners Corporation Plan No. PS734896F be referred to committee.

c) That the election of Secretary of Owners Corporation Plan No. PS734896F be referred to committee.

10. INSTRUMENT OF DELEGATION:

It was Resolved:

That in accordance to Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation Committee to ensure the efficient and effective operation of the Owners Corporation except for the termination of the Manager's appointment, power or function that requires a unanimous resolution or a special resolution.

11. ESSENTIAL SAFETY:

It was noted that each Member is reminded of their responsibility for the maintenance and reporting on essential service requirements within their lot if non-compliant to the appropriate Australian Standards.

12. GENERAL BUSINESS:

12.1 CLAIM AGAINST AAMI FOR DEFECTIVE ROOF PLUMBING

Members noted that there is water ingress caused by defective roof plumbing and that the Owners Corporation has made a claim against the installer's insurer, AAMI. Members further noted that the matter is still in progress and that the process has been lengthy due to the time it took to obtain the installer's insurance details via FOI request from the VBA. Ultimately the goal is to use the reimbursement from the insurer to fund the rectification work if the claim is successful.

12.2 CLAIM AGAINST OC'S INSURER FOR TILE DAMAGE CAUSED BY EARTHQUAKE

Members noted that the claim against the OC's insurer for the rectification of the tiling that was damaged by the earthquake is in progress. The OC's insurer has engaged an engineer to provide the insurer a report.

12.3 COMMITTEE COMMUNICATION

Members requested more updates concerning decisions made by committee. Members resolved the committee forward minutes to the Manager for distribution to all owners.

12.4 BUILDING COMMUNICATION

Members noted that there is internal communication set up between owners and residents. Resolved that owners or residents may volunteer to provide consent to the OC manager for their contact details to be provided to Mr Gysberts so that he can add them to the group communication.

12.5 BASEMENT EGRESS

Members noted that you are unable to open the garage door from the inside without a remote, and it would be preferable to have egress without a remote. Resolved to refer the matter to committee for their consideration.

13. CLOSE OF MEETING.

There being no further business, the meeting closed at 6:40 PM.

Owners Corporation Rules

PLAN OF SUBDIVISION NO. 734896F

6 Queen Street, BLACKBURN VIC 3130

CONTENTS **Page No.**

1	DEFINITIONS AND INTERPRETATION	2
2	USE OF COMMON PROPERTY, COMMON FACILITIES AND LOTS	3
3	HEALTH, SAFETY AND SECURITY	5
4	SUPPORT AND PROVISION OF SERVICES	5
5	CLEANING OF A LOT	6
6	DAMAGE TO COMMON PROPERTY	6
7	INTERFERENCE WITH COMMON PROPERTY AND STORAGE AREAS	7
8	NOTIFICATION OF DEFECTS	7
9	COMPENSATION TO OWNERS CORPORATION	7
10	VEHICLES, DRIVEWAY, CAR PARKING AREAS & BICYCLES	7
11	INSURANCE PREMIUMS	8
12	FIRE CONTROL	8
13	BALCONIES, WINDOWS AND OUTWARD APPEARANCE	8
14	SECURITY	9
15	COMPLIANCE WITH RULES BY INVITEES, ETC	10
16	COMPLIANCE WITH LAW	10
17	BUILDING WORKS	10
18	OCCUPATIONAL HEALTH & SAFETY	12
19	DISPUTE RESOLUTION	12
20	OWNERS CORPORATION MAY RECTIFY AND RECOVER COSTS	13
21	ACCIDENTS AND DEFECTS	13
22	EMERGENCIES	13
23	CO-OPERATION	14
24	ADDRESS OF OWNERS/ OCCUPIERS	14
25	COMMON SEAL.	14
26	NO TRADE OR BUSINESS IN RESIDENTIAL LOTS	14
27	POWER TO BRING LEGAL PROCEEDINGS	14
28	FEES FOR THE PROVISION OF RECORDS AND REGISTER	15
29	MANAGEMENT AND ADMINISTRATION	15
30	MOVING OF CERTAIN ARTICLES	16
31	ACCESS TO LOTS (WINDOW CLEANING)	17
32	REPAINTING, REDECORATION AND RENOVATION	17
33	HOUSEHOLD NOISE	17
34	WORKS	17
35	LEASING OF A LOT	17

RULES

APPLICABLE TO OWNERS CORPORATION IN PLAN OF SUBDIVISION NO. 734896F

1 DEFINITIONS AND INTERPRETATION

1.1 In these rules unless the context otherwise requires the following definitions shall apply:

a. Act means the Owners Corporation Act 2006 (Vic);

b. building means the improvements erected upon the land;

c. car park means those parts of the lots and those parts of the common property intended for the parking of vehicles;

d. cleaning apparatus means the cleaning apparatus used for the purpose of cleaning and maintaining the outside windows of the development (if applicable);

e. common facilities mean the facilities at the development for common use by the owners and occupiers and includes lifts within the development;

f. common property means the land shown as common property on the plan of subdivision;

g. council means the Whitehorse City Council or any other relevant municipal authority from time to time;

h. development means all the land and the building known as 6 Queen Street, Blackburn, including any car parking and storage spaces situated within the building;

i. land means the whole of the land described in the plan of subdivision;

j. lot means a lot on the plan of subdivision;

k. manager means a manager appointed in accordance with section 119 of the Act or if no person is for the time being appointed, the secretary of the Owners Corporation;

l. occupier means any person occupying a lot or any part of a lot under lease, licence or otherwise;

m. owner means an owner (as defined in the Subdivision Act 1988 (Vic)) of a lot;

n. plan of subdivision means Plan of Subdivision No 734896F;

o. residential lots mean lots 1-5, 6-10, 11-15, 16-18, 19 (inclusive) on the plan of subdivision;

p. rules mean the rules in this document.

q. security key means a key, magnetic card or other device to open and close doors, gates, windows or locks of the common property; and

1.2 A reference to the development, the building, the common property, the common facilities, a lot or an area of the development includes any part thereof.

2 USE OF COMMON PROPERTY, COMMON FACILITIES AND LOTS

2.1 An owner or occupier must not:

a. use the common property or the common facilities in such a manner as to unreasonably interfere with or prevent their use by any other person entitled to use the common property and the common facilities;

b. use the common property or the common facilities for any purpose other than that for which they were designed;

c. do in or upon the common property or the common facilities any act, matter or thing that may render any insurance in respect of the building void or voidable or by reason of which the rate or premium of any such insurance would likely be increased;

d. use any part of a car park otherwise than for the purpose of parking a motor vehicle or assign, sub-let or grant any licence to any person to use such car park without the consent in writing of the Owners Corporation;

e. park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a car park or in any place other than in a parking area specified for such purpose by the Owners Corporation;

f. park in any area allocated for visitor or customer parking unless a visitor or customer;

g. allow a visitor to park in a designated visitor parking area for a continuous period of more than 24 hours;

h. use any lot, the common property or common facilities for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other owner or occupier of any lot or their invitees;

i. unreasonably create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using the common property unless the Owners Corporation has given written permission for the noise to be made;

j. obstruct the lawful use and enjoyment of the common property or the common facilities by any person entitled to use the common property;

k. must not make or permit to be made noise from music or machinery or other appliances which can be heard from the Member's or Occupier's Lot between the hours of 10:00 pm and 7:00 am weekdays or between the hours of 10:00 pm and 9:00 am on weekends unless in the ordinary course of business and permitted by Law;

I. keep any animal in a lot or on the common property or common facilities after being given notice by the Owners Corporation or the manager to remove such animal after the Owners Corporation has resolved or the manager has determined that the animal is causing a nuisance provided that this rule does not apply to an animal necessary to assist a person with an impairment or disability from which that person suffers;

m. store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners Corporation;

n. allow any balcony, terrace, garden area or open area forming part of a lot to become unkempt, overgrown or unsightly;

o. display any placard or advertisement in or upon the common property or common facilities;

p. display any signage in or upon the common property or common facilities except with the prior written consent of the Owners Corporation, which may be granted or withheld in the Owners Corporation's absolute discretion;

q. hang any clothes or other articles from or on the outside of a lot or the common property or on or from any balcony, porch, entrance or landing of a lot or the common property;

r. place or store items on the outside of a lot or the common property or on any balcony, porch, entrance or landing of a lot or the common property, such items include potted plants, string lighting, bicycles, unsightly furniture;

s. install or permit the installation of any awnings or blind without approval by the Owners Corporation;

t. without the prior written consent of the Owners Corporation install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus;

u. permit any signage advertising a lot for sale or lease affixed in any area on the common property or within a private lot;

v. smoke in any part of the common property;

w. use in or on the common property, skateboards, roller skates or roller blades;

x. consume alcohol or take glassware onto the common property;

y. dispose of cigarette butts or cigarette ash over balconies;

z. use for their own purposes as a garden any portion of the common property;

aa. hold or allow to be held in any lot or on any part of the common property any sale or auction;

bb. install in any lot a safe or other item of greater mass than 100kg when full or generating a floor loading greater than 150kg per square metre when full, without the consent of the Owners Corporation.

cc. install any air conditioning unit on any part of the external side of building without prior approval from the Owners Corporation;

dd. install any pipes, wiring, cables or the like to the external face of the building;

ee. hang curtains or blinds visible from the outside of a lot unless the back of the curtains or blinds in one solid colour, being white, grey or black;

ff. abandon large items (hard rubbish) on common property, including in the bin room;

gg. affix any form or material on the inside of outside of a window that is visible from common property.

2.2 An owner or occupier when on common property (if on any part of a lot so as to be visible from another lot or from common property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to other owners or occupiers or to any person lawfully using common property.

2.3 An owner or occupier must:

a. keep all garbage and refuse within the owner's or occupier's lot in tidily secured containers and place any garbage or refuse for collection in conformity with the policies or requirements of the council as determined from time to time and to remove such

garbage and refuse from their lot only in accordance with such policies and requirements;

b. ensure that all garbage of a wet nature shall be appropriately strained and wrapped to prevent spillage and that any ashes, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials shall similarly be appropriately wrapped;

c. clear on each and every day the contents of the owner's or occupier's mail receiving box;

d. ensure that when watering or cleaning minimal disturbance to other owners and occupiers occurs;

e. observe traffic signs, signals and conditions of entry in and about the car parking areas of the development; and

f. ensure that vehicles are parked wholly within marked car parks;

g. contact council if requiring large items (hard rubbish) to be collected.

3 HEALTH, SAFETY AND SECURITY

3.1 An owner or occupier must not use their lot so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

3.2 Storage of flammable liquids and other dangerous substances and materials

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

b. This rule does not apply to:

i. chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

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

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

3.4 Infectious Diseases

a. An owner or occupier must, if any infectious disease requires notification because of any law and affects any person in a lot, give or cause to be given, notice of that fact and any other information which may be required about the disease to the Owners Corporation.

b. the owner or occupier must pay to the Owners Corporation the expense of disinfecting the affected lots (if that is necessary) and replacing any article or thing the destruction of which may be necessary by that disease.

4 SUPPORT AND PROVISION OF SERVICES

4.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, an owner or occupier must not do anything on or in relation to their lot or the common property so that:

a. any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with;

b. the structural and functional integrity of any part of the common property or any other lot is impaired; or

c. the passage or provision of services through the lot or the common property is interfered with.

4.2 An owner or occupier must not install a safe in a lot without the written consent of the Owners Corporation and before submitting to the Owners Corporation a satisfactory structural engineering report in respect of the proposed installation.

5 CLEANING OF A LOT

5.1 An owner or occupier must:

a. keep their lot clean and in good repair.

b. keep all internal gardens and balconies in their lot clean, tidy and well maintained.

c. ensure any car park forming part of their lot is free of oil and other fluids emitted by any vehicle the owner or occupier brings on to the lot.

d. take all reasonable steps to prevent infestation of their lot by vermin and insects.

e. keep all accessible windows within their lot clean and not permit the window to reach a level of uncleanness that detracts or effects the exterior appearance of the lot or the building.

f. replace all broken windows on balconies or terraces in their lot.

6 DAMAGE TO COMMON PROPERTY

6.1 An owner or occupier of a lot must not damage or alter the common property without the written approval of the Owners Corporation.

6.2 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.

6.3 An approval under rule 6.1 or 6.2 may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

6.4 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.

6.5 The owner or person referred to in rule 6.4 must keep any device, screen or barrier installed in good order and repair.

6.6 An owner or occupier must not contravene the fire regulations by installing unapproved dead locks or peep holes that would void the Owners Corporation insurance policy.

6.7 An owner or occupier must compensate the Owners Corporation in respect to any damage to the common property or services or equipment or personal property of the Owners Corporation or under the care or control of the Owners Corporation caused by the owner or occupier of the owner's lot or any licensee or visitor or other invitee of the owner or occupier.

7 INTERFERENCE WITH COMMON PROPERTY AND STORAGE AREAS

7.1 An owner or occupier must not, without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

7.2 An owner or occupier must not, without written authority of the Owners Corporation or the manager, interfere with the operation of any equipment installed on the common property.

7.3 An owner or occupier must not modify any air conditioning, heating or ventilation system or associated ducting servicing their lot without the prior written consent of the Owners Corporation, unless such system services their lot exclusively.

8 NOTIFICATION OF DEFECTS

8.1 An owner or occupier must promptly notify the Owners Corporation or the manager on becoming aware of any damage to or defect in the common property, common facilities or any personal property vested in the Owners Corporation.

9 COMPENSATION TO OWNERS CORPORATION

9.1 An owner or occupier shall compensate the Owners Corporation in respect of any damage to the common property or personal property vested in the Owners Corporation to the extent caused or contributed to by that owner or occupier or their respective tenants, licensees or invitees.

10 VEHICLES, DRIVEWAY, CAR PARKING AREAS & BICYCLES

10.1 An owner or occupier must not:

a. use that part of a lot or common property designed for use as a car park for any other purpose without the prior consent of the Owners Corporation;

b. park or leave a vehicle on the common property so as to obstruct a driveway or entrance or exit to a lot or in any place other than in a parking area specified for such purpose by the Owners Corporation;

c. cycle, rollerblade, skateboard, roller-skate or play ball games in the car parking areas, driveways or access pathways or any part of the common property;

d. store or place any bicycle or motor cycle or scooter or any other private materials or goods on or in the common property without the prior written consent of the Owners Corporation and then only upon the terms of such consent;

e. allow any build up or discharge of oil or any other fluids from any parked vehicle;

f. erect any structures including storage cupboards within the car park without the written consent of the Owners Corporation;

g. wash or service any vehicle or machinery within the car park or common property except in an area (if any) designated by the Owners Corporation;

h. permit a visitor of their lot to use the parts of the car park allocated for visitors parking for more than 24 hours without prior permission from the manager;

i. use allocated visitor parking as their own private parking for any length of time.

j. bring any bicycle into a lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as identified by the manager from time to time;

k. store any bicycle other than in the areas of the common property that are designated for such purpose and fitted with bicycle racks from time to time;

l. drive or operate any motor vehicle on any internal road surface in excess of 8 kph;

m. interfere with the operation, function or control of any electronic automatic doors and or gates;

n. interfere with the operation, function or control of any vehicle stackers;

o. allow children to play in common areas, car parking areas or areas of possible danger or hazard;

p. allow heavy vehicles on the common property.

11 INSURANCE PREMIUMS

11.1 An owner or occupier must not without the prior written consent of the Owners Corporation do anything which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

11.2 An owner or occupier 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.

12 FIRE CONTROL

12.1 An owner or occupier must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

12.2 An owner or occupier must ensure compliance with fire laws in respect of their lot.

12.3 An owner or occupier must pay any charges made by any fire authority arising from a false alarm from the activation of a smoke detector in the owners lot or from a false alarm otherwise occasioned by the owner or occupier or by any other person for whom the owner or occupier could be held responsible.

13 BALCONIES, WINDOWS AND OUTWARD APPEARANCE

13.1 An owner or occupier must not:

a. store bicycles or other articles on balconies or exteriors of lots visible from the common property or outside the development;

b. install any fly wire screen, awning, security door, or any other exterior fixture or fitting without first having obtained written permission to do so by the Owners Corporation and provided that said permission complies with the standards established by the Owners Corporation and governing authorities;

c. keep any plants, planter boxes or pots on any balcony, terrace or patio;

d. install any form of screening along the balcony without written approval from the Owners Corporation;

e. construct or erect any sheds, kennels or structures of any nature or description on any terrace, patio or balcony including any spas, hot tubs, or other items which may be of a weight that might adversely affect the terrace patio or balcony without first having obtained the written consent of the Owners Corporation and governing authorities;

f. construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature without the prior consent in writing of the Owners Corporation;

g. erect any external blinds or awning without the previous consent in writing of the Owners Corporation;

h. install any window furnishings other than those specified by the Owners Corporation from time to time;

i. install any window tinting or apply any substance or film to any external glazing that has the effect of making such window appear different to all other external windows;

j. hang any garment or article of clothing, sheet, blanket or towel or other article in any part of the common property or on or from any part of the exterior of any lot such as to be visible from outside the lot (except in places expressly provided for such purpose);

k. install any air conditioning or heating unit in a lot other than in a place nominated by the Owners Corporation and in keeping with the original design for air conditioning/heating services in the building.

l. affix any form or material on the inside of outside of a window that is visible from common property.

14 SECURITY

14.1 Owners must pay for security keys or replacement security key.

14.2 Owners are responsible for keeping the security keys safe and must not give the security keys to any person other than an occupier of their lot or make any copy of the security keys.

14.3 The Owners Corporation may make policies governing the use of the security keys from time to time.

14.4 An owner or occupier must not:

a. permit any security key provided by the Owners Corporation to be held by or used by any person other than the owner or an occupier of the lot who has agreed to return the security key or card to the owner or the Owners Corporation;

b. duplicate or permit any security key to be duplicated nor lose a security key or card nor hand a security key or card to any person other than another owner or occupier nor dispose of any security key or card otherwise than by returning it to the owner or the Owners Corporation;

c. enter an area to which the security key provided by the Owners Corporation to the owner or occupier has not got access by the security key except by approval of the Owners Corporation or invitation of an owner or occupier who has a security key or card to the other area;

d. keep any security key on a key ring in a container which has any identification with the development;

e. permit any person to enter the development with an owner or occupier unless that person is known to the owner or occupier as a resident or occupant in the development;

f. prop or wedge open any security door or window;

g. access the car park area in a vehicle without using the remote-control system or by following another vehicle in;

h. leave any external doors of the building open after entry or exit or leave any windows which give access to the common property open after leaving the area;

14.5 An owner or occupier must:

a. immediately report any failed, lost or stolen keys to the manager (Note: Replacements can be purchased through the manager).

b. upon request account for all security keys issued to the owner or occupier by the Owners Corporation or manager.

15 COMPLIANCE WITH RULES BY INVITEES, ETC

15.1 An owner or occupier must take all reasonable steps to ensure that the licensees, agents, contractors, customers and invitees of the owner or occupier comply with these rules.

15.2 An owner of a lot, which is the subject of a lease or license agreement, must take all reasonable steps, including any action available under the lease or license agreement, to ensure that any lessee or licensee of the lot and any rules.

15.3 Any contractor or tradesman engaged by an owner or occupier to conduct works upon or within a lot may only use the basement lift lobby or other area specifically designated by the Owners Corporation for the entry and exit.

15.4 An owner or occupier must not interfere with the use of the common property by any lessee or licensee of the Owners Corporation, or any property of any such lessee or licensee upon the common property.

16 COMPLIANCE WITH LAW

16.2 An owner or occupier must at the owner's or occupier's expense promptly comply with all laws relating to their lot including, without limitation, any requirements, notices and orders of any governmental authority.

16.2 An owner or occupier must not use their lot for any purpose that may be illegal or injurious to the reputation of the development or which may cause a nuisance or hazard to any other owner or occupier or other persons entitled to use the common property.

17 BUILDING WORKS

17.1 An owner must not undertake any building works within or about or relating to a lot except in accordance with the following requirements:

a. such building works may only be undertaken after all requisite permits, approvals and consents under all relevant laws have been obtained and copies given to the Owners Corporation, and then strictly in accordance with those permits, approvals and consents and any conditions thereof; and

b. the owner must at all times ensure that such works are undertaken in a reasonable manner so as to minimize any nuisance, annoyance, disturbance and inconvenience to other owners and occupiers and other persons entitled to use the common property

17.2 An owner must not proceed with any such works until the owner:

a. submits to the Owners Corporation plans and specification of any works proposed by the owner which affect the external appearance of the building or any of the common property, or which affect the building structure or services or the fire or acoustic ratings of any component of the building;

b. supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, so as to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the building and do not endanger the building and the individual floors;

c. receives written approval for those works from the Owners Corporation such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner engaged by the Owners Corporation to consider such plans and specifications) are paid by the owner and such approval shall not be effective until such costs have been paid; and

d. pays such reasonable costs to the Owners Corporation.

17.3 Without limiting an owner's other obligations under these rules, in conducting any building works upon a lot, an owner must, to the reasonable satisfaction of the Owners Corporation:

a. provide for protection and good housekeeping of the common property areas; and

b. implement all necessary procedures in order to comply with occupational health and safety requirements;

c. provide to the manager details of a point of contact for each of the builders, contractors and suppliers associate with the building works;

d. provide to the manager regular written reports regarding the progress of the building works and;

e. implement a defect notification procedure for the identification and rectification of any defects in the building works;

f. prepare and enforce guidelines in respect of personnel, plant and equipment, materials and access in respect of the carrying out of the building works;

g. establish security and delivery procedures associated with the building works;

h. provide to the Owners Corporation, and comply with, a staging program for the works; and

i. provide to the Owners Corporation, and comply with, management plans in respect of the minimisation of noise and dust and waste management and removal.

17.4 An owner must ensure that the owner and the owner's servants, agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operation, means of access, use of the common property, on site management and building protection and hours of work (and the main building entrance and foyer must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the Owners Corporation

gives written consent to do so) and that such servants, agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and services therein.

17.5 An owner must immediately make good all damage to, and clean all dirtying of, the building, the common property, the common facilities, the services thereof or any fixtures, fittings and finishes which are caused by such works and if the owner fails to immediately do so the Owners Corporation may in its absolute discretion (or if the owner fails to do so within a reasonable period of time) must make good the damage and clean the relevant dirtied areas, in which case the owner shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or conducting the cleaning.

17.6 Any written approval given prior to the registration of the plan of subdivision by the registered proprietor of the land prior to the registration of the plan of subdivision in respect of proposed building works upon a lot will be deemed an approval by the Owners Corporation of those proposed building works for the purpose of rule 17.2, provided those building works are carried out within 6 months following the registration of the plan of subdivision.

18 OCCUPATIONAL HEALTH & SAFETY

18.1 An owner or occupier must ensure that, in relation to any works, including building works and the engagement of removalists or couriers, conducted on the lot or on common property in relation to the lot, the requirements of the Occupational Health and Safety Act 2004 (Vic) are complied with. This will involve ensuring that any contractor or sub-contractor completes a Job Safety Analysis (JSA), complies with and contracts to comply with the JSA in the conduct of the works and has appropriate insurance cover in respect of the works.

19 DISPUTE RESOLUTION

19.1 Any dispute involving a Member or Occupier of any Lot arising out of an alleged breach of any Rule (Dispute) must be dealt with in accordance with this Rule 19 at first instance.

19.2 A party to a Dispute must not initiate arbitration or legal proceedings in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 19.

19.3 The party making the compliant must in the first instance notify the Manager (who will then notify the Committee as appropriate) of the Dispute in writing in the approved form. The Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:

a. arrange a meeting between the parties to resolve the Dispute; or

b. waive the requirement for the parties to meet.

19.4 Notwithstanding the course of action elected by the Committee under Rule 19.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to litigation.

19.5 Without limiting the generality of this Rule 19, where no formal complaint is made by a Member or Occupier and the Owners Corporation otherwise becomes aware of a Dispute at a general meeting of the Owners Corporation or the Committee, the Owners Corporation (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:

a. arrange a meeting between the parties to resolve the Dispute; or

b. waive the requirement for the parties to meet.

19.6 If the parties are unable to resolve the Dispute within 30 days of the meeting arranged by the Committee (or such other period as the Committee thinks fit) pursuant to Rule 19.3a or 19.5a, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

19.7 A Member or Occupier must provide the Owners Corporation of a copy of any complaint or application made under section 160 or 163 of the Act within seven (7) days of the complaint or application being made.

20 OWNERS CORPORATION MAY RECTIFY AND RECOVER COSTS

20.1 If an owner or occupier breaches these rules, the Owners Corporation may, if the Owners Corporation has validly served a notice on that owner or occupier requiring them to rectify the breach within a specified time frame and the owner or occupier fails to do so within that time frame, at the owner's or occupier's cost, do anything the owner or occupier should have done under these rules, but has not done or which the Owners Corporation reasonably considers has not been done properly.

20.2 The owner or occupier must pay on demand the Owners Corporation all costs incurred by the Owners Corporation because of any breach of these rules by the owner or the occupier, including reasonable legal costs.

20.3 Cleaning of Common Area

The Owners Corporation may arrange the cleaning of the various common areas and common facilities at any time and owners and occupiers must comply with the reasonable directions of the Owners Corporation given to facilitate such cleaning.

21 ACCIDENTS AND DEFECTS

21.1 An owner or occupier must:

a. promptly notify the manager in writing of any accident occurring in the building or on the lots or common property or any defect in or damage to the building, lots or common property of which they become aware; and

b. promptly notify the manager in writing of any breakage or defect in water pipes, air-conditioning ducts or equipment, electrical and light fittings and services and fire equipment of which they become aware.

22 EMERGENCIES

22.1 An owner or occupier must:

a. participate in any emergency drill in the building of which the Owners Corporation or manager gives reasonable notice; and

b. evacuate the building immediately and in accordance with the directions of any representative of the Owners Corporation or manager when informed of an actual or suspected emergency.

23 CO-OPERATION

23.1 An owner or occupier must work with the Owners Corporation and the manager to promote and ensure the proper and orderly working and operation of the building, common facilities, common property and the services contained therein.

24 ADDRESS OF OWNERS/ OCCUPIERS

24.1 An owner or occupier must advise the Owners Corporation of the private address and telephone number of the owner or occupier or if the owner or occupier is a company, the registered office of the company. Each owner or occupier must promptly inform the Owners Corporation of any change in the address and/or telephone number and/or the registered office as the case may be.

25 COMMON SEAL

25.1 The Owners Corporation authorises the Manager and the Committee to affix the common seal of the Owners Corporation to any renewal of agreement, lease, licence or any other document required to meets its obligations contained within these Rules provided:

a. the use of the seal is in accordance with sections 20 and 21 of the Act; and

b. the use of the seal is recorded in the seal register of the Owners Corporation.

The seal may be kept and affixed electronically.

26 NO TRADE OR BUSINESS IN RESIDENTIAL LOTS

A Member or Occupier of a residential Lot must not use their Lot or any part of the Common Property for any trade business or profession or permit others to do so unless:

26.1 the person conducting the trade or business is a full-time resident of the Lot and only operates a home office with a maximum of one employee;

26.2 the planning scheme governing the use of the Lot permits the trade or business to be carried on from that Lot; and

26.3 the trade or business can be and is carried on without causing undue nuisance to nuisance to the Members or Occupiers of other Lots or creating a greater security risk to other Members or Occupiers.

27 POWER TO BRING LEGAL PROCEEDINGS

27.1 The Owners Corporation is authorised to bring legal proceedings under Section 18 of the Act by this Rule 27, against Owners or Occupiers in VCAT that relates to:

a. Enforcement of the rules of the Owners Corporation

b. Collection of fees or other money (debt collection)

27.2 The Owners Corporation Committee is delegated the power to represent and bind all owners in any determination or offer that may be made as a result of the action taken in 27.1.

27.3 A special resolution by the Owners Corporation is required for all other matters in order to bring legal proceedings.

28 FEES FOR THE PROVISION OF RECORDS AND REGISTER

28.1 The Owners Corporation may charge a fee for the reproduction of the Owners Corporation Register and any records required by a Member or Occupier or their representative.

28.2 Any person entitled to inspect the Owners Corporation Register who requests the Owners Corporation or its Manager to provide a copy of the Owners Corporation Register or any part of it must pay to the Owners Corporation a fee for such copy and such fee shall be set from time to time by the Committee.

28.3 A Member or Occupier must provide and continue to provide to the Secretary of the Owners Corporation all details and information necessary to assist the Owners Corporation to keep and maintain the Owners Corporation Register, to enforce Rules and service of notices on Members and Occupiers including but not limited to following:

a. their Lot number;

b. their name, residential address and postal address;

c. details of any power of attorney (if applicable);

d. the name, email address, mobile, phone and fax numbers of their real estate manager (if any); and

e. their email address, mobile, phone and fax numbers.

f. Provide consent (or otherwise) to receive any or all notices by electronic means (email, scan, fax, text, internet

28.4 A Member or Occupier must notify the Owners Corporation within seven (7) days if any of (the details referred to in Rule 28.3 change. If an Occupier or Member fails to provide current details to the Secretary as specified in Rule 28.3 and as a consequence the Owners Corporation has to undertake a search of title in order to maintain the register, then that Member will be liable for any fees or cost relating to such search.

28.5 A Member who sells a Lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract.

28.6 A person who acquires a Lot must advise the Owners Corporation of the person's name and address within one month of the completion of the contract.

28.7 A Member who does not occupy the Lot or who will be absent from the Lot for more than 3 months must advise the Owners Corporation of the its mailing address for service of notices and any changes to it as soon as possible.

29 MANAGEMENT AND ADMINISTRATION

29.1 Management and Administration of Common Property and Services

The Owners Corporation will manage and administer the Common Property and the Services except to the extent delegated to the Manager.

29.2 Functions of Manager

The Manager may carry out all functions delegated to him by the Owners Corporation.

29.3 Apportioning of cost of Services

a. The Owners Corporation must not seek payment or reimbursement for a cost or charge from an Owner or Occupier that is more that the amount that the supplier would have charged the Owner or Occupier for the same goods or services.

b. If a supplier has issued an account to the Owner's Corporation, the Owners Corporation cannot recover from the 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 Owner or Occupier from the relevant supplier.

c. Sub rule b does not apply if the concession or rebate:

i. must be claimed by the Owner or Occupier and the Owners Corporation has given the Owner or Occupier an opportunity to claim it and the Owner or Occupier has not done so by the payment date set by the relevant supplier: or

ii. is paid directly to the Owner or Occupier as are fund.

30 MOVING OF CERTAIN ARTICLES

30.1 An owner or occupier must not move furniture or bulky items through common property except in accordance with rule 30.2.

30.2 Owners or occupiers must:

a. move in and out only on Mondays to Fridays 9:00 am - 5:00 pm any furniture, equipment or goods must not be moved via any stairs, lifts or other parts of the common property unless the prior written approval of the manager (the manager shall not be liable for any loss or damage);

b. pay a $200.00 surety prior to moving in or out, payment must be made no less than 5 business days prior to move;

b. provide a point of contact at the building to contracted removalists, delivery persons and or persons assigned to facilitate the move;

c. prior to the commencement of the move or delivery conduct a thorough inspection of all floors, walls, ceilings and doors for previous damage and advise the manager thereof;

d. place protective floor coverings in place one hour prior to the move or delivery commencing;

e. remove protective floor coverings within an hour of the move or delivery being completed;

f. supervise constantly and vigilantly the move or delivery;

g. at the completion of the move or delivery, liaise with persons concerned with the 'move' or delivery and conduct a walk through to facilitate a property inspection report of all areas utilised by the removalist staff and or delivery personnel;

h. note and if necessary arrange digital photographs to be taken of any damage to common property;

i. provide a copy of the property inspection report along with copies of any digital photographs to the removalists and manager.

j. not allow delivery drivers to park on any part of the common property, including driveway, carpark or nature strip.

30.3 Prior to moving any article of furniture or any other article likely to cause damage or destruction, the owner or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The owner or occupier of the lot will

be liable for any damage caused to the common property arising from the movement of the article.

31 ACCESS TO LOTS (WINDOW CLEANING)

31.1 An owner or occupier must not:

a. refuse or impede access by the Owners Corporation or any person undertaking work under the authority of the Owners Corporation for the purpose of installing, servicing or removing any pipes ducts or other equipment, including window cleaning, in respect of which an easement exists under section 12 of the Subdivision Act 1988 (Vic);

b. inhibit or prevent any professional window cleaners engaged by the Owners Corporation from gaining access through their lot or balcony within their lot to any windows contained within the lot for the purposes of cleaning and maintaining such windows;

32 REPAINTING, REDECORATION AND RENOVATION

32.1 An owner or occupier must not repaint or redecorate the exterior of their lot without obtaining the prior written consent of the Owners Corporation.

33 HOUSEHOLD NOISE

33.1 An owner or occupier must not use washing machines, vacuum cleaners, tumble dryers or dishwashers between the hours of 10:00 pm and 7:00 am.

34 WORKS

34.1 An owner or occupier must not permit any trades persons or workmen under their direction upon their lot or any part of the common property for the purpose of carrying out works:

a. on a Saturday or Sunday or public holiday; or

b. before 7:00 am or after 7:00 pm on any other day.

35 LEASING OF A LOT

a. An owner may lease a lot but only;

i. by a written lease or tenancy agreement and, if it is a tenancy agreement, if it complies with the provisions of the Residential Tenancies Act 1997(Vic); and

ii. if that lease or tenancy agreement obliges the tenant to comply with the Rules.

iii. if the Owners Corporation so requires, if the tenant signs an agreement confirming acceptance of the Rules.

b. An Owner who leases the Lot must take all reasonable steps, including any action available under a lease or tenancy agreement to ensure that any tenant of the Lot and any guest of that tenant complies with the Rules.

END

mabi services
Asbestos, Safety & Building Consultants
PO Box 6194
Wantirna, Vic 3152
1300 762 295
info@mabi.com.au
www.mabi.com.au

Reinstatement & Replacement Insurance Valuation

REPORT No: IVR 23930-R2
INSPECTION DATE: 6/5/2021
INSPECTED by: PMO



PROPERTY DETAILS
Property Description: Low-Rise Residential Apartment Development with Basement & Car Stackers
Contact/Representative: Steve Waugh - Melbourne Owners Corporation Services
Property Address: 6 Queen Street, Blackburn VIC 3130
OC No: 734896

Reinstatement & Replacement Insurance Valuation Assessment	
Date of Assessment:	6/5/2021
Reinstatement & Replacement of Building/s:	$6,946,971
Removal of Debris & Demolition	$ 528,269
Professional Fees:	$ 671,750
Predicted Escalation during Reconstruction Period	$ 780,665
Total	**$8,927,656**
Estimated Emergency Accommodation/Loss of Rental	$1,235,000

strata community association VIC Gold Sponsor
REGISTERED Building Practitioner
MBAV MEMBER

Contents

1. REPORT PURPOSE 3
1.1. SCOPE 3
1.2. Estimation/Calculations 3
2. OWNERS CORPORATION STATUS REPORT 3
2.1. INSTRUCTIONS 3
2.2. THE PREMISES 4
2.2.1. BUILDING CLASSIFICATION 4
2.2.2. DESCRIPTION/IMPROVEMENTS 4
2.3. INSPECTION 4
3. DEFINITIONS 4
3.1. Demolition & Removal of Debris 4
3.2. Professional Fees 5
3.3. Reinstatement and Replacement Costs 5
3.4. Escalation Costs 5
3.5. Temporary Accommodation/Loss of Rent 5
3.6. Goods & Services Tax 5
4. DISCLAIMER 6
5. PHOTOGRAPHS 7
6. RECOMMENDATIONS & SUMMARY 8
7. Preliminary External Cladding Assessment 9

1. REPORT PURPOSE

The purpose of this Reinstatement and Replacement Insurance Cost Valuation is to provide the Owners Corporation with valuation data for sourcing quotations for insurance of the subject property.

1.1. SCOPE

The cost assessment forecasts total reconstruction of the property and is made on the basis that the building/s may be replaced on the same site "as new" which includes the re-construction of the building/s to have the same functional use as is current in the existing building/s, built to current regulations and legislative requirements.

The cost assessment includes:

i. Reconstruction including structure, services and finishes;
ii. Allowance for removal of any remains and debris;
iii. Professional fees and council charges;
iv. Shoring and temporary protection of adjoining buildings (where applicable);
v. Upgrading the building to meet current Building Regulations;
vi. Heritage Classifications (where applicable) and additional costs to comply with the requirements.

The cost assessment has been prepared on the basis that the site in question is not contaminated and has assumed that soil conditions are such as to permit the construction of normal foundations. Contaminated or polluted land may affect the value of the land and the reconstruction costs applied, verification that the site is free from contaminants and pollutants has not been undertaken as part of this assessment and must be obtained by a suitably qualified person should the need arise.

1.2. Estimation/Calculations

The estimate has been calculated based upon dimensions, measurements and calculations ascertained by performing a comprehensive site inspection to record measurements, construction type and general site improvements. Drawings and plans may have been provided by the client.

2. OWNERS CORPORATION STATUS REPORT

2.1. INSTRUCTIONS

We are instructed by Steve Waugh from Melbourne Owners Corporation Services, to carry out an insurance valuation assessment of the building premises on behalf of the Owners Corporation. We acknowledge our instructions to prepare an Insurance Reinstatement & Replacement Valuation Report of the above mentioned property encompassing the building/s and any site improvements forming part of the Lots and common property. The assessment is carried out as required by the Owner's Corporation ACT 2006 and a site inspection has been completed by Mabi Services.

2.2. THE PREMISES

2.2.1. BUILDING CLASSIFICATION

- Building Class: 2
- Building Use Details: Residential

2.2.2. DESCRIPTION/IMPROVEMENTS

The development consists of a circa 2010's low-rise building comprising of nineteen residential apartments with a secure basement with car stackers. Construction generally comprises of rendered board, concrete, timber, cedar and alucabond external walls, aluminium framed windows and low-pitched metal deck roofing. The development is constructed on a flat site. Internal layout generally comprises of one-to-three bedrooms, one-to-two bathrooms, laundry, kitchen, living and dining area with private courtyard or balcony finished to a moderate level. Common property consists of the mailbox structure, front landscaped area, boundary fencing, ground lobby, stairwell, lift, passageways and basement.

Construction Details of Main Structures:

Approximate Age:	Circa 2010's
Flooring/Footings:	Concrete
External Walls:	Blockwork, Concrete, FCS, Rendered Foam,
Roofing:	Low-Pitched Metal Deck
Windows:	Aluminium
Car Parking:	Secure Basement Carpark with Car Stackers
Common Entries:	Secure Glazed Entry & Basement
Fencing:	Rendered & Timber Paling
Automatic Gates & Security:	Secure Glazed Entry, Basement, Intercom & POA System
Major Plant (Air Conditioning, Mechanical Ventilation):	Yes - Mechanical Ventilation
Common Amenities:	Nil
Passenger Lift:	Yes - x1
Major (Essential Safety Measures):	Yes - Mechanical Ventilation, Fire Detection System, Sprinkler System, Fire Hose Reels & Fire Extinguishers

2.3. INSPECTION

The property inspection and cost assessment were carried out on 6/5/2021.
Access was made available to all relevant areas of the building and common property.

3. DEFINITIONS

3.1. Demolition & Removal of Debris

Demolition and removal of debris costs have been calculated to include, but are not limited to, making safe, providing temporary protection and shoring, removal of debris including existing footings and demolition works. The allowance for demolition and removal of debris includes the full costs for the building and all contents and if present the removal of asbestos and other hazardous materials (fibreglass, lead paint). Assumptions as to the likelihood of the presence of hazardous materials have been made in relation to the assessment of the building, its age, construction type, materials used and any information provided by the Owners Corporation.

3.2. Professional Fees

Cost assessment for professional fees have been calculated to include all fees payable to professional people or companies, employed or consulted in the course of the rebuilding or replacement of the building as well as all costs associated with terminating existing schemes, authorisation of new plans.
Professional fees have been calculated to include the below, but is not limited to the following disciplines:

- Project Manager;
- Architect;
- Quantity Surveyor;
- Fire Engineers;
- Building Surveyor;
- Structural Engineer;
- Electrical & Mechanical
- Land Surveyor;
- Building Design;
- Legal;
- Council Fees;
- Minor Fees i.e. Soil Testing.

3.3. Reinstatement and Replacement Costs

The cost of reinstatement and replacement of the complete building and improvements includes the anticipated value of a building contract as at the date of the inspection. All calculations are based on the current status of the relevant construction costs that are applicable in the building industry. The assessment includes an estimated allowance for the time it will take to rebuild the building in its entirety, taking into account all required approvals of local councils and other statutory authorities, removal of dangerous materials, contingency for delays due to objections from local communities and court appeals, and other relevant considerations.

3.4. Escalation Costs

The escalation of cost assessment allows for any anticipated inflation applied to the material and labour costs involved during the re-documentation and re-construction period. A nominal twenty four (24) month inflation period has been applied to the calculations and it is recommended that the Owners Corporation discuss their particular requirements with their insurer/broker as in some instances the re-documentation and re-building period may take longer than the nominated period.

3.5. Temporary Accommodation/Loss of Rent

A cost assessment of the predicted loss of rent and temporary accommodation costs, including relocating expenses, has been provided within this assessment and should be used as a guide when ensuring sufficient cover is taken out with the insurer. Some insurers provide a percentage of the total cover to allow for loss of rent and temporary accommodation therefore you do not include the estimated rental figure in the sum insured. A nominal twenty four (24) month loss of rent/temporary accommodation period has been allowed for (unless otherwise stated on the front page); Mabi Services recommends that the rental component of your reinstatement and replacement cost assessment be discussed with your insurance broker or insurer prior to taking out the policy.

3.6. Goods & Services Tax

The insurance assessment provided includes a component for GST.

4. DISCLAIMER

The purpose of this cost assessment is for insurance and as such should not be used for any other purpose. The assessment is made in accordance with our standard policies and terms and conditions and is strictly confidential to the owners, their brokers and insurers and is for the use of the parties to whom the report is addressed.

Mabi Services accepts no liability or responsibility for loss or damage or any other subsequent consequences which may arise as a result of any other party acting, on or using, the details and assessments made within this report. Mabi Services have provided the assessment and stress that it is our professional opinion of a realistic assessment of the insurable value of the described building and improvements including professional fees, demolition, cost escalation and a component for loss of rental and temporary accommodation and, as such, should be used as a guide for insurance purposes.

Some insurance policies include a provision of optional extra cover for a catastrophe situation which is a sudden widespread event that causes substantial damage to property over a large area and may result in the Insurance Council of Australia issuing a catastrophe code. This may result in unpredictable increases in building costs. Depending on the location of the property and potential risk, it is advised by leading insurers that a minimum percentage increase of (30%) should be added to the value of insurance cover to cover catastrophes. This may result in unpredictable increases in building costs. It is recommended that the client discuss the optional extras with their broker/insurer prior to taking out their policy.

The assessment is made under the assumption that there is no knowledge of any matters/notices that may have an adverse effect on the value or reinstatement and replacement requirements of the property. Whilst contingency amounts have been allowed for unforeseen expenses in relation to zoning issues, court disputes, restrictions on access and easements, these issues have not individually been assessed. The assessment is valid at the date of inspection only, the value assessed may change significantly due to sudden market changes and factors and we do not accept liability for such changes in value.

5. PHOTOGRAPHS













6. RECOMMENDATIONS & SUMMARY

It is recommended that an annual reassessment of the insurance policy be undertaken with your insurer to ensure that the sum insured is updated in accordance with current inflation index increases. Furthermore, it is strongly recommended that an onsite re-inspection of the property is carried out every three to five years to detail any significant changes to the property including alterations.

Signed:
For and behalf of Mabi Services



Alan Giles AAPI
Certified Practising Valuer No. 62763

7. Preliminary External Cladding Assessment

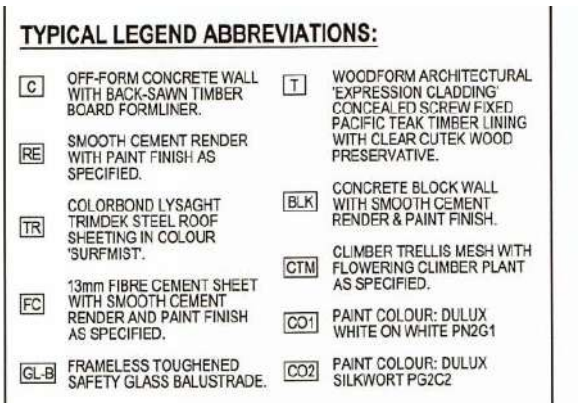
We have been requested by the client to help assess the external material assessment based on the documents supplied (post our inspection). Unfortunately, the documents supplied do not contain the as-built drawings and/or wall schedules / finishes. The documents supplied contain the proposed design guides that would likely have been submitted for planning. Our assumption is that the materials scheduled were used / as built. We recommend that the Owners Corporation seek the wall schedules and as built drawings OR undertake a full material assessment.

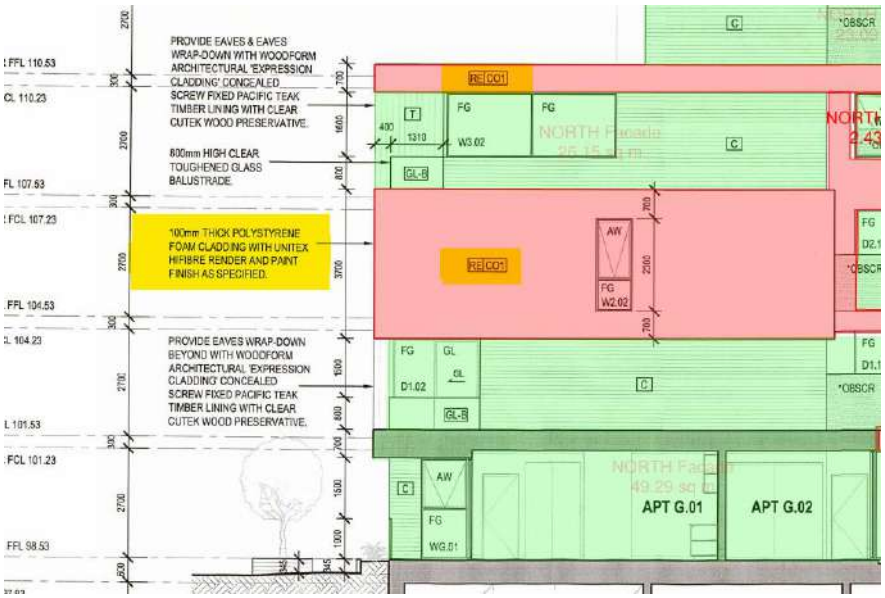
Due to no documentation or as-built architectural drawings and exterior schedule of finishes being provided, the exact type / manufacturer of the installed products was not identified.

External Cladding Assessment (General Assessment in regard to Fire Spread Risk):

Type of Cladding Used (ACP/EPS/Timber/Other)	100mm Thick Polystyrene (Smooth Cement Render Finish with applied paint as specified		
Approximate Percentages	EPS Type Cladding	628 m2	47%
	Other (Block, Glazing, CFC, Concrete)	706 m2	53%

Extracts – Preliminary Design proposal (NOT As-built OR Wall Schedule)





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

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

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

VOLUME 12174 FOLIO 091

Security no : 124102319215Q
Produced 01/12/2022 11:48 AM

LAND DESCRIPTION

Lot 7 on Plan of Subdivision 734896F.
PARENT TITLE Volume 07511 Folio 051
Created by instrument PS734896F 16/12/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
REBECCA LOUISE LANG of UNIT 102 6 QUEEN STREET BLACKBURN VIC 3130
AT002894G 19/02/2020

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AT002895E 19/02/2020
CREDIT UNION AUSTRALIA LTD

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

DIAGRAM LOCATION

SEE PS734896F FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 6 QUEEN STREET BLACKBURN VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control 17759N GREAT SOUTHERN BANK
Effective from 19/02/2020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS734896F

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**PS734896F**
Number of Pages (excluding this cover sheet)	**5**
Document Assembled	**01/12/2022 12:20**

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

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

Delivered by LANDATA®, timestamp 01/12/2022 12:19 Page 1 of 5

PLAN OF SUBDIVISION

EDITION 1

PS 734896F

LOCATION OF LAND

PARISH : Nunawading

TOWNSHIP : -

SECTION : -

CROWN ALLOTMENT : -

CROWN PORTION : 83 (Part)

TITLE REFERENCE : V.7511 F.051

LAST PLAN REFERENCE: Lot 36, LP 3131

POSTAL ADDRESS :
(At time of subdivision)

6 Queen Street, Blackburn 3130

MGA2020 Co-ordinates
(of approx centre of land in plan)

E 337 265 ZONE: 55

N 5 812 735 GDA 94

Council Name: Whitehorse City Council

Council Reference Number: CRT/6843
Planning Permit Reference: WH/2018/9
SPEAR Reference Number: S114724C

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988
Date of original certification under section 6. 06/02/2019

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has not been satisfied at Certification

Digitally signed by: Karen Mealyea for Whitehorse City Council on 19/09/2019

Statement of Compliance issued: 25/11/2019

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 at Statement of Compliance

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
Nil	Nil

NOTATIONS

DEPTH LIMITATION - Does not apply

SURVEY: This plan is based on survey.

STAGING: This is not a staged subdivision.
Planning Permit No. WH/2018/9

This survey has been connected to permanent marks no(s): --
In Proclaimed Survey Area No.--

NOTATIONS

Lots in this plan may be affected by one or more Owners Corporations. For details of any Owners Corporations including purpose, responsibility, entitlement & liability see Owners Corporation search report, Owners Corporation additional information and if applicable Owners Corporation rules.

Boundaries defined by buildings are shown by thick continuous lines

Location of Boundaries defined by Buildings:

Exterior face: Boundaries marked 'E'
Interior face: All other boundaries

Common Property No.1 is all the land in the plan except the lots and includes the structure of all walls, floors and ceilings that define boundaries

All columns, service ducts, pipe shafts and cable ducts within the building are deemed to be part of Common Property No.1. The positions of these columns, service ducts, pipe shafts and cable ducts may not have been shown on the diagrams contained herein.

PT = Part

-.-.-.- Indicates the location of structure (non boundary)

*Carriageway
(Limited to height & depth see Section A-A' & Section B-B')

The carriageway easement E-1 is for the purpose of ingress and egress of the vehicle stacking mechanism only

EASEMENT INFORMATION

LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

Easements and rights implied by section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this plan

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	* Carriageway (Limited to height & depth)	See Diagram	This plan	Lots 2, 3A, 3B, 5-12 (inclusive), 13A, 13B and 15-19 (inclusive).

B.R.SMITH SURVEYORS
P O Box 14, Ringwood East 3135
Ph: (03) 9870 6602 Fax: (03) 9870 6603
E: office@brsmith.com.au www.brsmith.com.au

SURVEYORS FILE REF: 5874 VERSION: 05

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 5 SHEETS

Digitally signed by: Barry Smith, Licensed Surveyor, Surveyor's Plan Version (5), 04/09/2019, SPEAR Ref: S114724C

PLAN REGISTERED
TIME: 10:12 AM DATE: 16/12/19
LJW
Assistant Registrar of Titles

Amended by: Barry Smith, Licensed Surveyor 13/12/2019.

Delivered by LANDATA®, timestamp 01/12/2022 12:19 Page 2 of 5

PS 734896F

MGA2020 NORTH ZONE 55

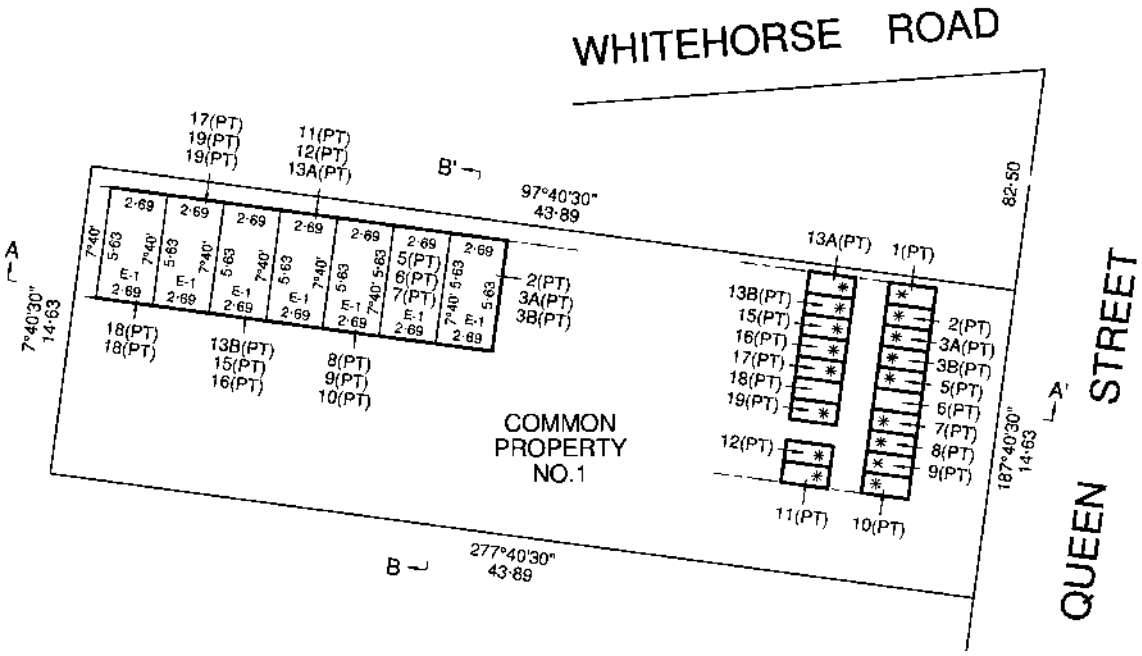


DIAGRAM 1

BASEMENT LEVEL

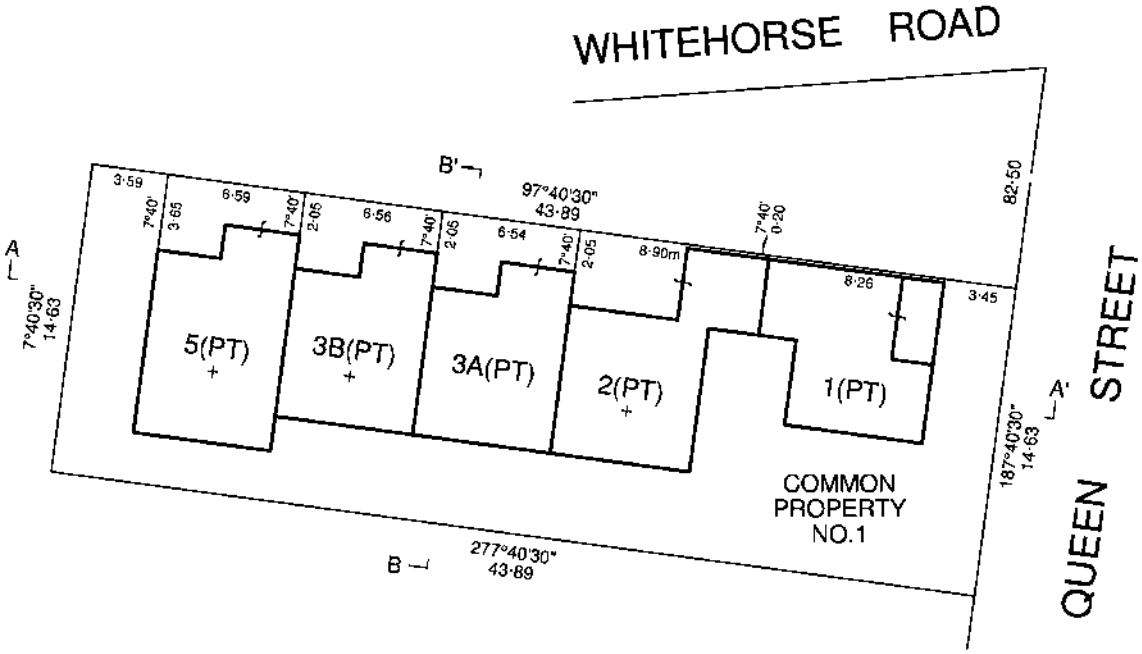


DIAGRAM 2

GROUND FLOOR LEVEL

B.R.SMITH SURVEYORS
P O Box 14, Ringwood East 3135
Ph: (03) 9870 6602 Fax: (03) 9870 6603
E: office@brsmith.com.au www.brsmith.com.au

SURVEYORS FILE REF: 5874 VERSION: 05

SCALE 1:250

2·5 0 2·5 5 7·5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 2

Digitally signed by: Barry Smith, Licensed Surveyor, Surveyor's Plan Version (5), 04/09/2019, SPEAR Ref: S114724C

Digitally signed by: Whitehorse City Council, 19/09/2019, SPEAR Ref: S114724C

Amended by: Barry Smith, Licensed Surveyor 13/12/2019.

Delivered by LANDATA®, timestamp 01/12/2022 12:19 Page 3 of 5

PS 734896F

MGA2020 NORTH
ZONE 55

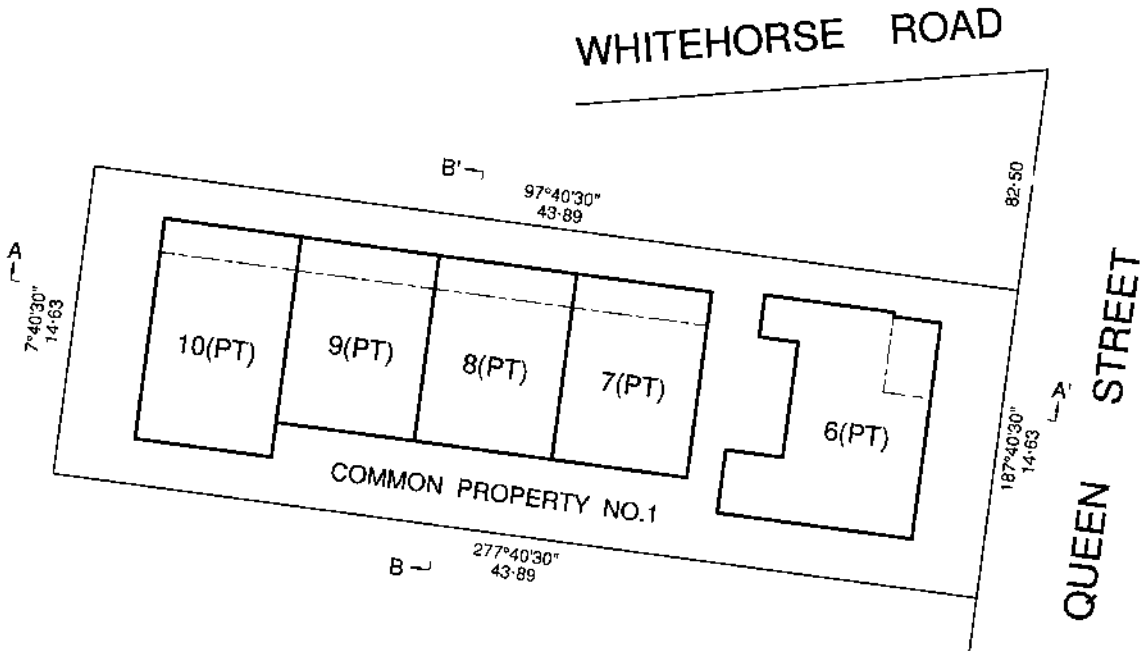


DIAGRAM 3

FIRST STOREY

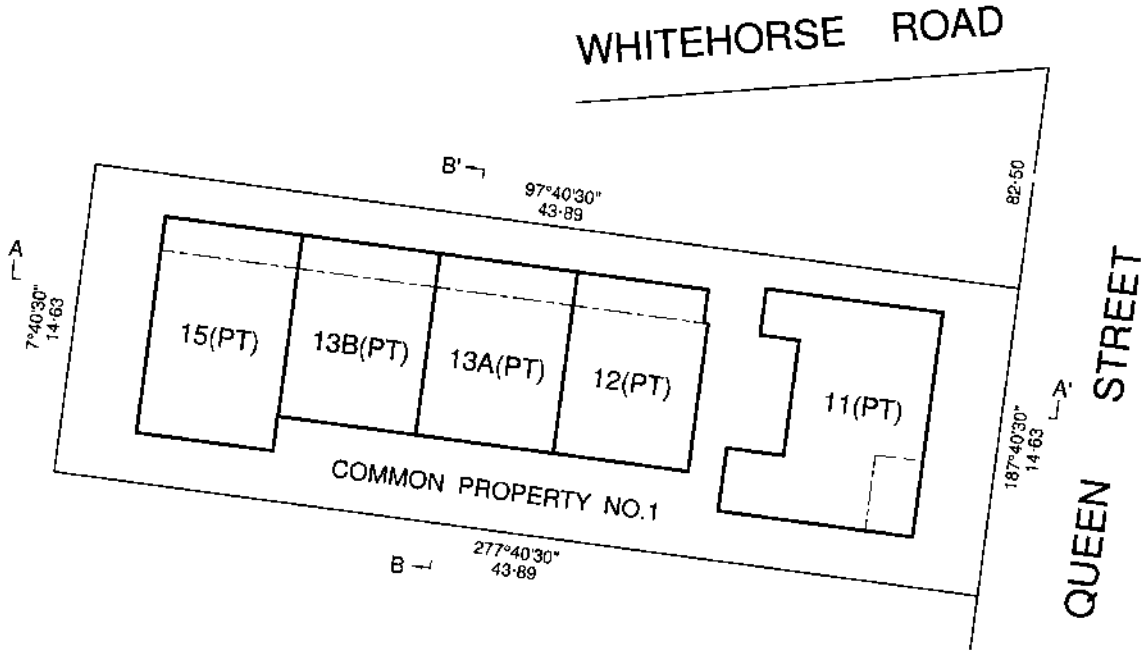


DIAGRAM 4

SECOND STOREY

B.R.SMITH SURVEYORS
P O Box 14, Ringwood East 3135
Ph: (03) 9870 6602 Fax: (03) 9870 6603
E: office@brsmith.com.au www.brsmith.com.au

SURVEYORS FILE REF: 5874 VERSION: 05

SCALE		ORIGINAL SHEET SIZE: A3	SHEET 3
1:250	2·5 0 2·5 5 7·5 10 LENGTHS ARE IN METRES		
	Digitally signed by: Barry Smith, Licensed Surveyor, Surveyor's Plan Version (5), 04/09/2019, SPEAR Ref: S114724C	Digitally signed by: Whitehorse City Council, 19/09/2019, SPEAR Ref: S114724C	

Amended by: Barry Smith, Licensed Surveyor 13/12/2019.

Delivered by LANDATA®, timestamp 01/12/2022 12:19 Page 4 of 5

PS 734896F

MGA2020 NORTH
ZONE 55

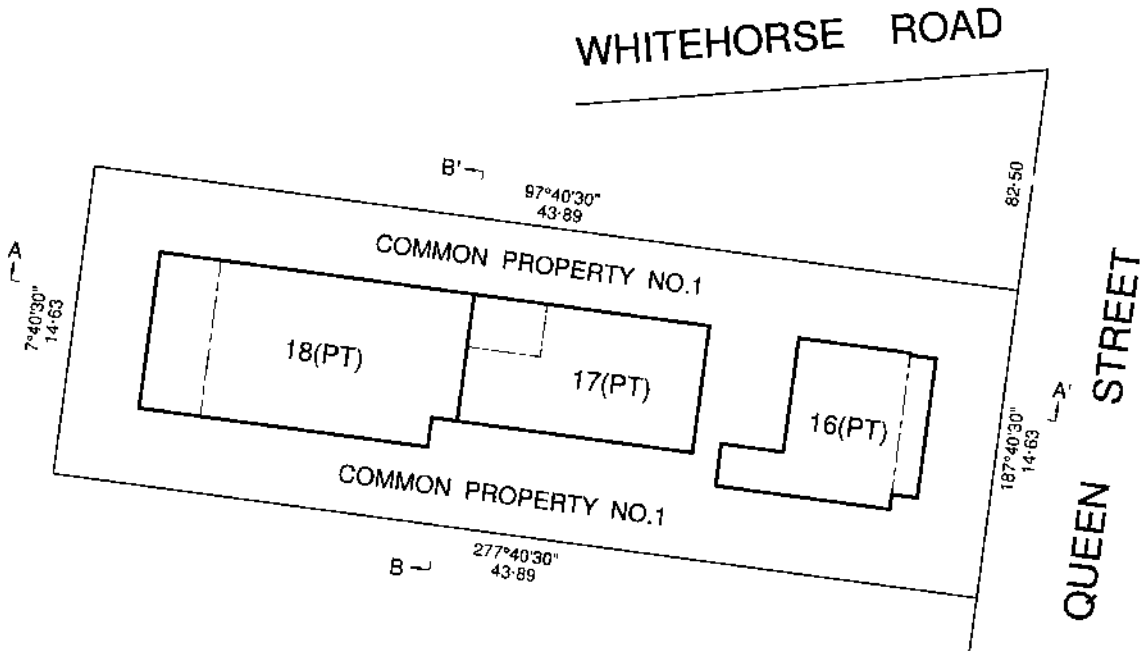


DIAGRAM 5

THIRD STOREY

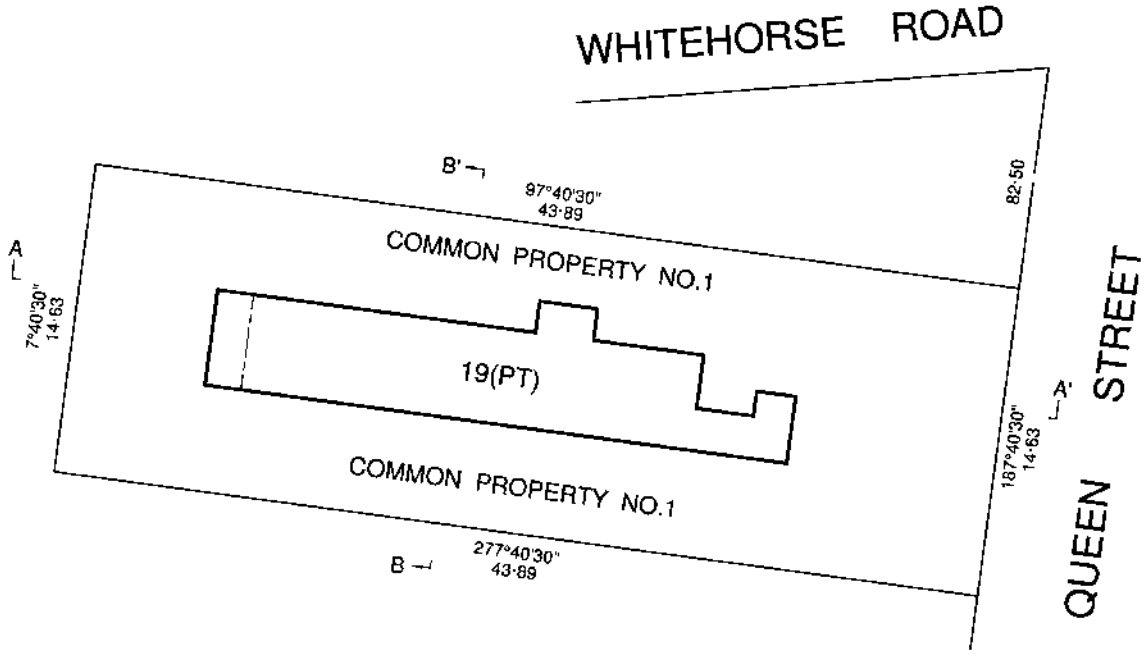


DIAGRAM 6

FOURTH STOREY

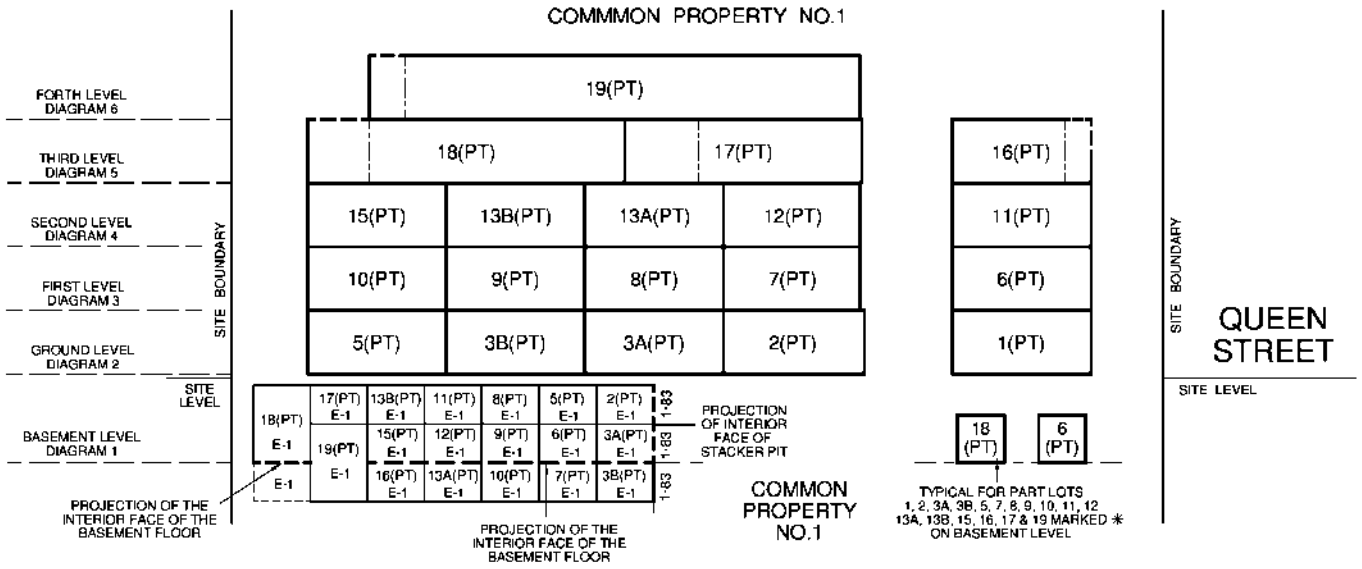
B.R.SMITH SURVEYORS
P O Box 14, Ringwood East 3135
Ph: (03) 9870 6602 Fax: (03) 9870 6603
E: office@brsmith.com.au www.brsmith.com.au

SURVEYORS FILE REF: 5874 VERSION: 05

SCALE		ORIGINAL SHEET SIZE: A3	SHEET 4
1:250	2·5 0 2·5 5 7·5 10 LENGTHS ARE IN METRES		
	Digitally signed by: Barry Smith, Licensed Surveyor, Surveyor's Plan Version (5), 04/09/2019, SPEAR Ref: S114724C	Digitally signed by: Whitehorse City Council, 19/09/2019, SPEAR Ref: S114724C	

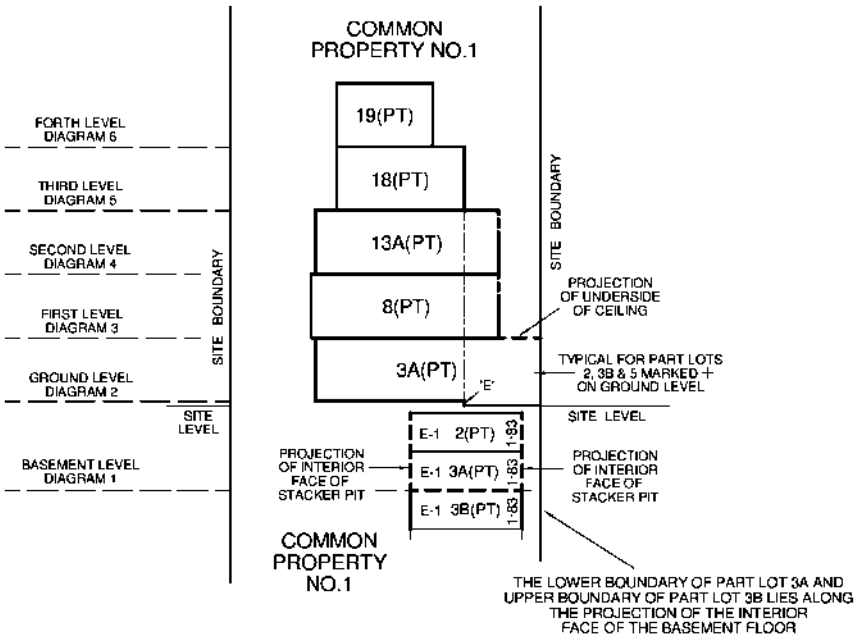
Amended by: Barry Smith, Licensed Surveyor 13/12/2019.

PS 734896F



SECTION A-A'

NOT TO SCALE



SECTION B-B'

NOT TO SCALE

B.R.SMITH SURVEYORS
P O Box 14, Ringwood East 3135
Ph: (03) 9870 6602 Fax: (03) 9870 6603
E: office@brsmith.com.au www.brsmith.com.au

SURVEYORS FILE REF: 5874 VERSION: 05

SCALE — LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 5

Digitally signed by: Barry Smith, Licensed Surveyor, Surveyor's Plan Version (5), 04/09/2019, SPEAR Ref: S114724C

Digitally signed by: Whitehorse City Council, 19/09/2019, SPEAR Ref: S114724C

Amended by: Barry Smith, Licensed Surveyor 13/12/2019.

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

(04/10/2016)