

Contract of Sale of Land

Property:

115/8 Berkeley Street, Doncaster East VIC 3109

Victorian Statewide Conveyancing Pty Ltd

Level 1

Suite 1, 58-60 Victor Crescent

NARRE WARREN VIC 3805

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PO Box 32, Narre Warren VIC 3805

Ref: JG:20241555

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2024

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

State nature of authority, if applicable:

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

In this contract, “business day” has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2024

Print names(s) of person(s) signing: Zhenyu Sang and Chen Chen

State nature of authority, if applicable:

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Blackburn
Address: 98 South Parade, Blackburn VIC 3130
Email: timothy.jagger@obrienrealestate.com.au
Tel: 03 9894 2044 Mob: 0491121560 Fax: Ref: Timothy Jagger

Vendor

Name: Zhenyu Sang and Chen Chen
Address:
ABN/ACN:

Vendor's legal practitioner or conveyancer

Name: Victorian Statewide Conveyancing Pty Ltd
Address: Level 1, Suite 1, 58-60 Victor Crescent, Narre Warren VIC 3805
PO Box 32, Narre Warren VIC 3805
Email: info@victorianstatewide.com.au
Tel: (03) 8790 5488 Mob: Fax: (03) 8794 9072 Ref: 20241555

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11347 Folio 912	126	PS 629591R

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 115/8 Berkeley Street, Doncaster East VIC 3109

Goods sold with the land (general condition 6.3(f)) (list or attach schedule)

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Lease (general condition 5.1)

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

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

☐ a lease for a term ending on / /20..... with [.....] options to renew, each of [.....] years

OR

☒ a residential tenancy for a fixed term ending on 13 / 06 /2025

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

- ☐ General condition 21 applies only if the box is checked

Pest report

- ☐ General condition 22 applies only if the box is checked

Special Conditions

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

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



GC 23 – special condition

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



GC 28 – special condition

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

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

8. SERVICES

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

9. CONSENTS

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

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 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.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if:
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if:
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
 if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

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

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

20. LOAN

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

21. BUILDING REPORT

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

22. PEST REPORT

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

23. ADJUSTMENTS

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in A *New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

that money towards those damages; and

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

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

GUARANTEE and INDEMNITY

I/We, ...of

and of

being the **Sole Director / Directors** of ACN

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

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

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

this day of 20.....

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

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

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

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

SECTION 32 STATEMENT

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

Vendor:	Zhenyu Sang and Chen Chen
Property:	115/8 Berkeley Street, Doncaster East VIC 3109



VENDORS REPRESENTATIVE

Victorian Statewide Conveyancing Pty Ltd
PO Box 32, Narre Warren VIC 3805
Tel: 87905488
Fax: 87949072

Email: info@victorianstatewide.com.au

Ref: JG:20241555

32A FINANCIAL MATTERS

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

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

None to the vendors knowledge

Their total does not exceed \$5,000.00 per annum (not including any potential special levies, please see information attached provided by owners corporation)

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

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

Not Applicable

. Commercial and Industrial Property Tax

1. The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes ☐ No ☒

2. The AVPCC number is;
3. The Entry Date of the land was;

32B INSURANCE

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: -

Not Applicable

- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Not Applicable

32C LAND USE

- (a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Manningham City Council Planning Scheme

Responsible Authority: Manningham City Council

Zoning: ACZ - Activity Centre Zone - Schedule 1

Planning Overlay/s: DCPO - Development Contributions Plan Overlay - Schedule 1

PO - Parking Overlay - Precinct 1

32D NOTICES

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

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

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

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

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

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

32I TITLE

Attached are the following documents concerning Title:

1. Register Search Statement Volume 11347 Folio 912
2. Plan of Subdivision PS629591R

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Zhenyu Sang and Chen Chen

Signature/s of the Vendor

x

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

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

Terms contracts – S32A(d)

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

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

Page 1 of 2

VOLUME 11347 FOLIO 912

Security no : 124117925468W
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LAND DESCRIPTION

Lot 126 on Plan of Subdivision 629591R.
PARENT TITLE Volume 11336 Folio 568
Created by instrument PS629591R Stage 2 27/04/2012

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ZHENYU SANG
CHEN CHEN both of 115/8 BERKELEY STREET DONCASTER VIC 3108
AK761710M 05/12/2013

ENCUMBRANCES, CAVEATS AND NOTICES

CAVEAT AQ298220J 28/09/2017
Caveator
CHEN CHEN
Grounds of Claim
REGISTERED PROPRIETOR(S) BEING ENTITLED TO POSSESSION OF THE CERTIFICATE OF TITLE FOR THE LAND AND TO PREVENT IMPROPER DEALINGS.
Estate or Interest
FREEHOLD ESTATE
Prohibition
ABSOLUTELY
Lodged by
ROTSTEIN & ASSOCIATES PTY LTD
Notices to
ROTSTEIN & ASSOCIATES PTY LTD of LEVEL 5 552 LONSDALE STREET MELBOURNE VIC 3000

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 PS629591R FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AX962315K	CHANGE ADDRESS OWNER CORP Registered	13/05/2024

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

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

Street Address: APARTMENT 115 8 BERKELEY STREET DONCASTER VIC 3108

OWNERS CORPORATIONS

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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS629591R

DOCUMENT END

Imaged Document Cover Sheet

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Document Type	Plan
Document Identification	PS629591R
Number of Pages (excluding this cover sheet)	25
Document Assembled	02/09/2024 16:20

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PLAN OF SUBDIVISION

Stage No. LRS use only

EDITION **2**

PS629591R

24/02/2012 \$7,368.10 PS



Location of Land

Parish: BULLEEN

Township:

Section:

Crown Allotment: PART OF UNWINS CROWN
Crown Portion: SPECIAL SURVEY

Title References: VOL 8631 FOL 079 to 085

Last Plan Reference: LOTS 9 TO 15 ON
LP61030

Postal Address: 14 BERKELEY STREET,
DONCASTER, 3108

MGA 94 Co-ordinates: E 335 166
(Of approx. centre of plan) N 5 816 330 Zone 55

Vesting of Roads or Reserves

Identifier	Council/Body/Person
RESERVE No.1	UNITED ENERGY

Council Certification and Endorsement

Council Name: City of Manningham Ref: 20782

1. This plan is certified under section 6 of the Subdivision Act 1988.
2. ~~This plan is certified under section 11(7) of the Subdivision Act 1988.~~
~~Date of original certification under section 6 / /~~
3. ~~This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

Open Space

(i) A requirement for public open space under section 18 Subdivision Act 1988 has / ~~has not~~ been made.

(ii) The requirement has been satisfied.

(iii) ~~The requirement is to be satisfied in Stage~~

Council Delegate

~~Council seal~~

Date 23/1 / 2012

Re-certified under section 11(7)
of the Subdivision Act 1988

Council Delegate

Council seal

Date / /

Notations

Depth Limitation: Does not apply

Staging

This is/is not a staged subdivision
Planning Permit No. PL09/020782

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS AND LIE ALONG THE INTERIOR FACE OF FLOORS, WALLS AND CEILINGS.
COMMON PROPERTY No.1 IS ALL OF THE LAND IN THE PLAN EXCLUDING LOTS G01 TO G22, 101 TO 129, 201 TO 230, 301 TO 324, 401 TO 411, AND INCLUDES ALL WALLS, FLOORS, CEILINGS, COLUMNS, SERVICE SHAFTS AND DUCTS.
NOT ALL WALLS, FLOORS, CEILINGS, COLUMNS, SERVICE SHAFTS AND DUCTS ARE NECESSARILY SHOWN ON DIAGRAMS 1 TO 13.

SUBDIVISION (REGISTRAR'S REQUIREMENTS) REGS 2011 APPLY
Survey:- This plan is / ~~is not~~ based on survey.
To be completed where applicable.

OTHER PURPOSE OF PLAN:
TO REMOVE THE DRAINAGE AND SEWERAGE EASEMENT E-1, LOCATED ON LOTS 10, 11 AND PT OF LOT 9 ON LP61030.
GROUNDS FOR REMOVALS:
BY DIRECTION OF PLANNING PERMIT No. PL09/020812

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

This survey has been connected to permanent marks no(s). 105 & 107
In proclaimed Survey Area no.

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE AND SEWERAGE	2.44	LP 61030	LOTS ON LP 61030
E-1	SEWERAGE	2.44	THIS PLAN	YARRA VALLEY WATER LTD
E-1	DRAINAGE	2.44	THIS PLAN	MANNINGHAM CITY COUNCIL
E-2	SEWERAGE	2.00	THIS PLAN	YARRA VALLEY WATER LTD

LRS use only

Statement of Compliance
/ Exemption Statement

Received



Date 24 / 02 / 2012

**THIS IS A LAND
VICTORIA
COMPILED PLAN**

FOR DETAILS SEE
MODIFICATION TABLE
HEREIN

Sheet **1** of **24** Sheets

K.R.TOOSE&ASSOCIATES PTY LTD
LAND SURVEYORS

INCORP. SCOT DOUGLAS & ASSOCIATES
Formerly Hampton Office of K.A.Reed Group
735 CENTRE ROAD, BENTLEIGH EAST, 3165
TEL: (03) 9570 9006 FAX: (03) 9570 7800

LICENSED SURVEYOR (PRINT) KEN.R.TOOSE

SIGNATURE DATE 18/01/2012

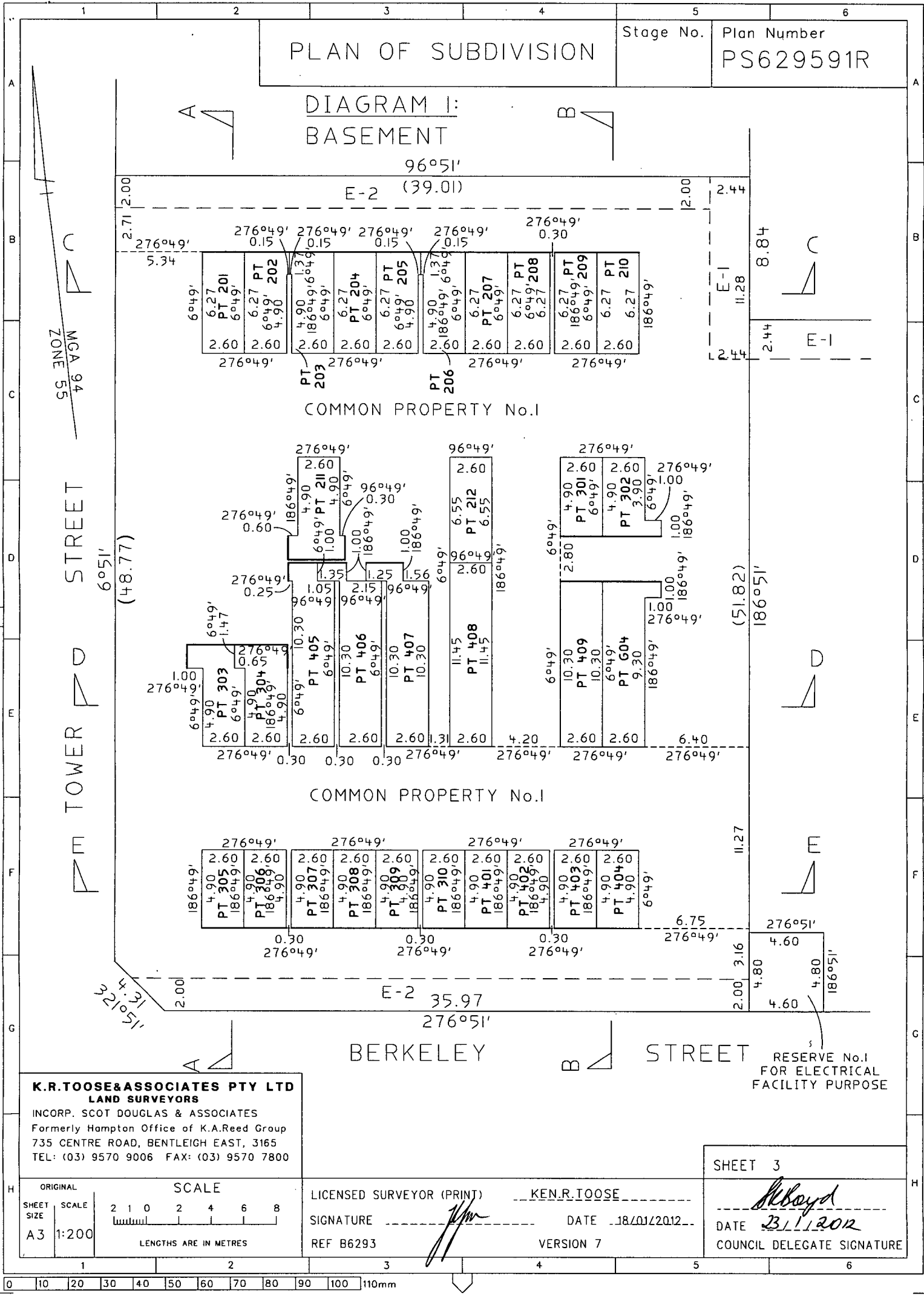
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VERSION 7

DATE 23/1 / 2012

COUNCIL DELEGATE SIGNATURE

Original sheet size A3



PLAN OF SUBDIVISION

Stage No. Plan Number
PS629591R

DIAGRAM I:
BASEMENT

96°51'
E-2 (39.01)

COMMON PROPERTY No.1

COMMON PROPERTY No.1

BERKELEY STREET

STREET

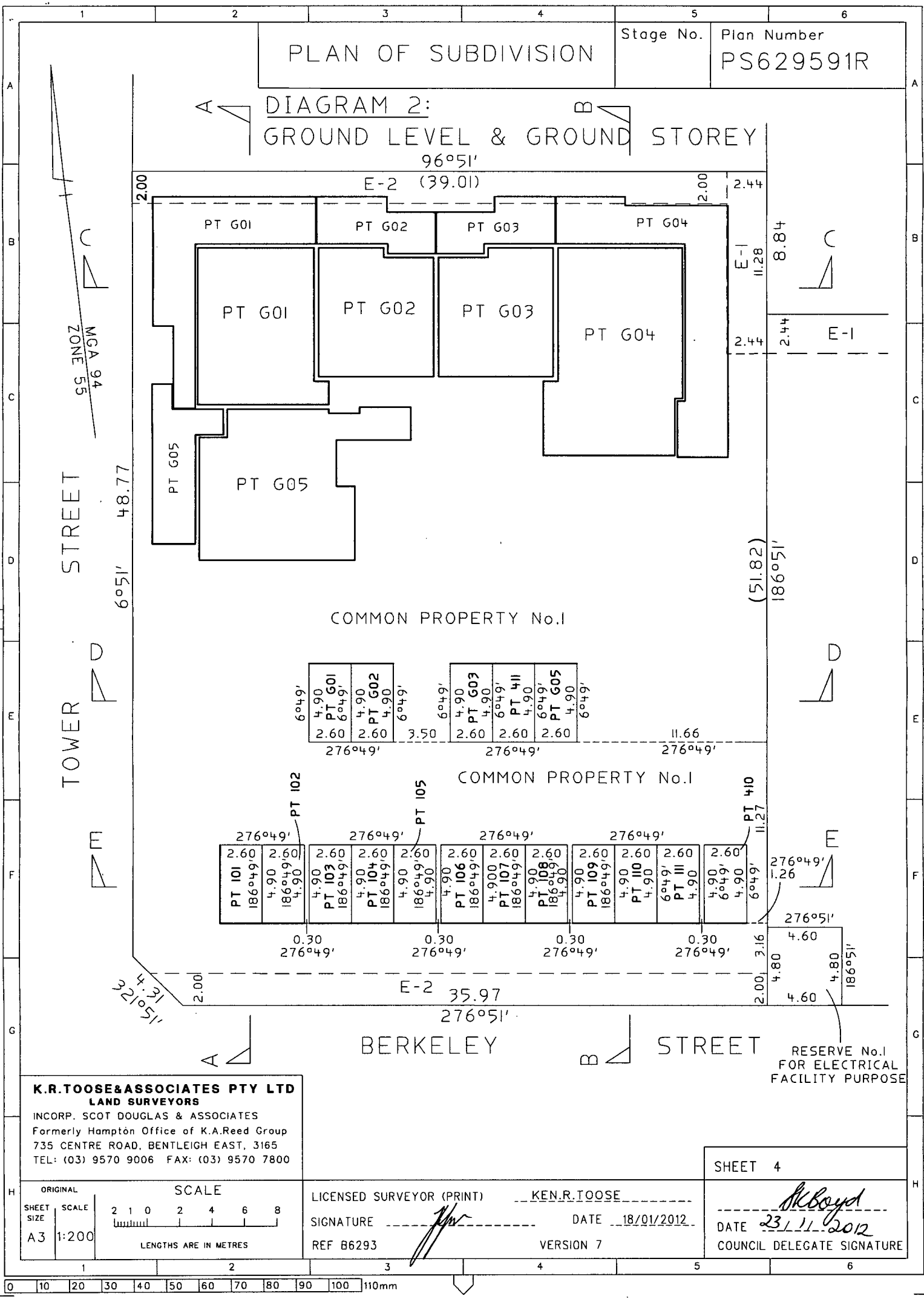
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FOR ELECTRICAL
FACILITY PURPOSE

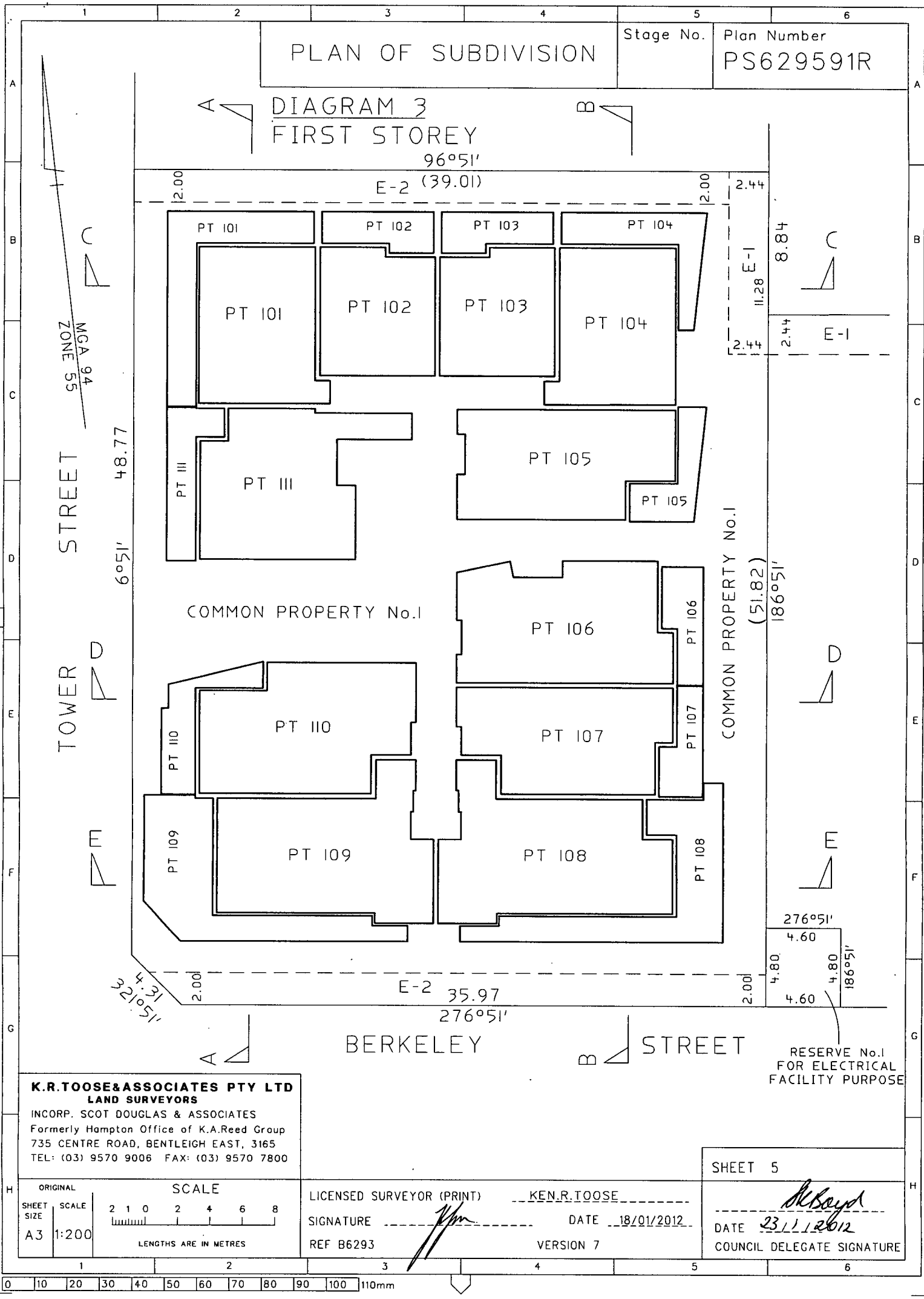
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TEL: (03) 9570 9006 FAX: (03) 9570 7800

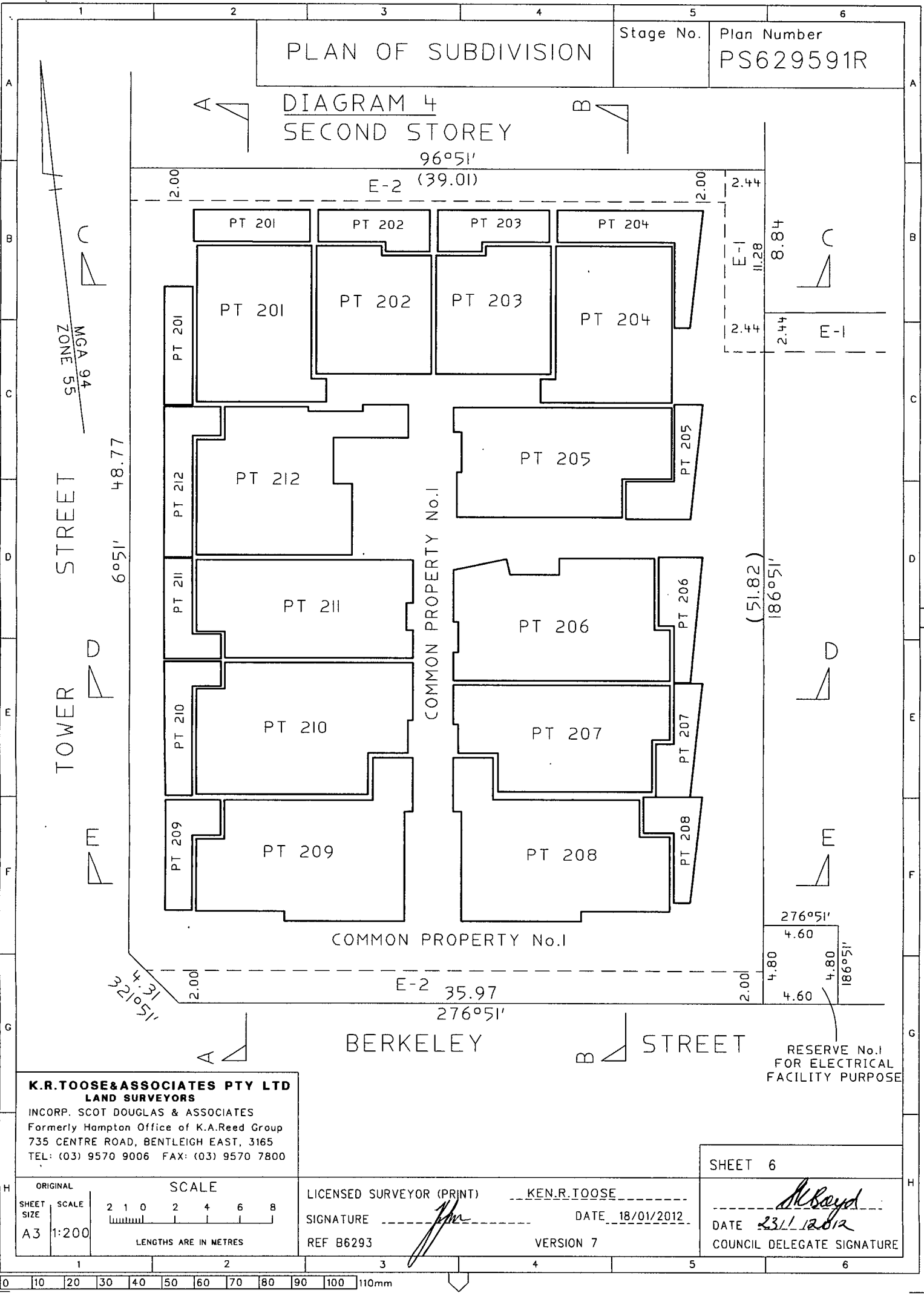
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SIGNATURE _____ DATE 18/01/2012
REF B6293 VERSION 7

SHEET 3
DATE 23/1/2012
COUNCIL DELEGATE SIGNATURE

ORIGINAL SCALE
SHEET SIZE A3 1:200
LENGTHS ARE IN METRES







PLAN OF SUBDIVISION

Stage No.

Plan Number

PS629591R

DIAGRAM 4 SECOND STOREY

96'05"

E-2 (39.01)

PT 201

PT 202

PT 203

PT 204

PT 201

PT 202

PT 203

PT 204

PT 212

PT 205

PT 211

PT 206

PT 210

PT 207

PT 209

PT 208

COMMON PROPERTY No.1

E-2 35.97

276'05"

BERKELEY STREET

STREET

RESERVE No.1
FOR ELECTRICAL
FACILITY PURPOSE

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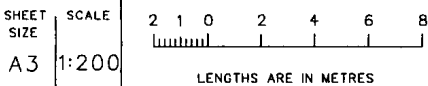
VERSION 7

SHEET 6

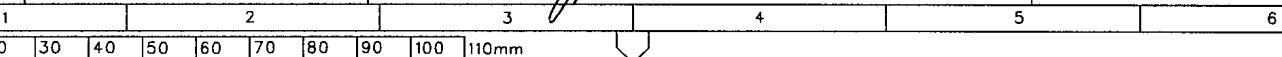
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COUNCIL DELEGATE SIGNATURE

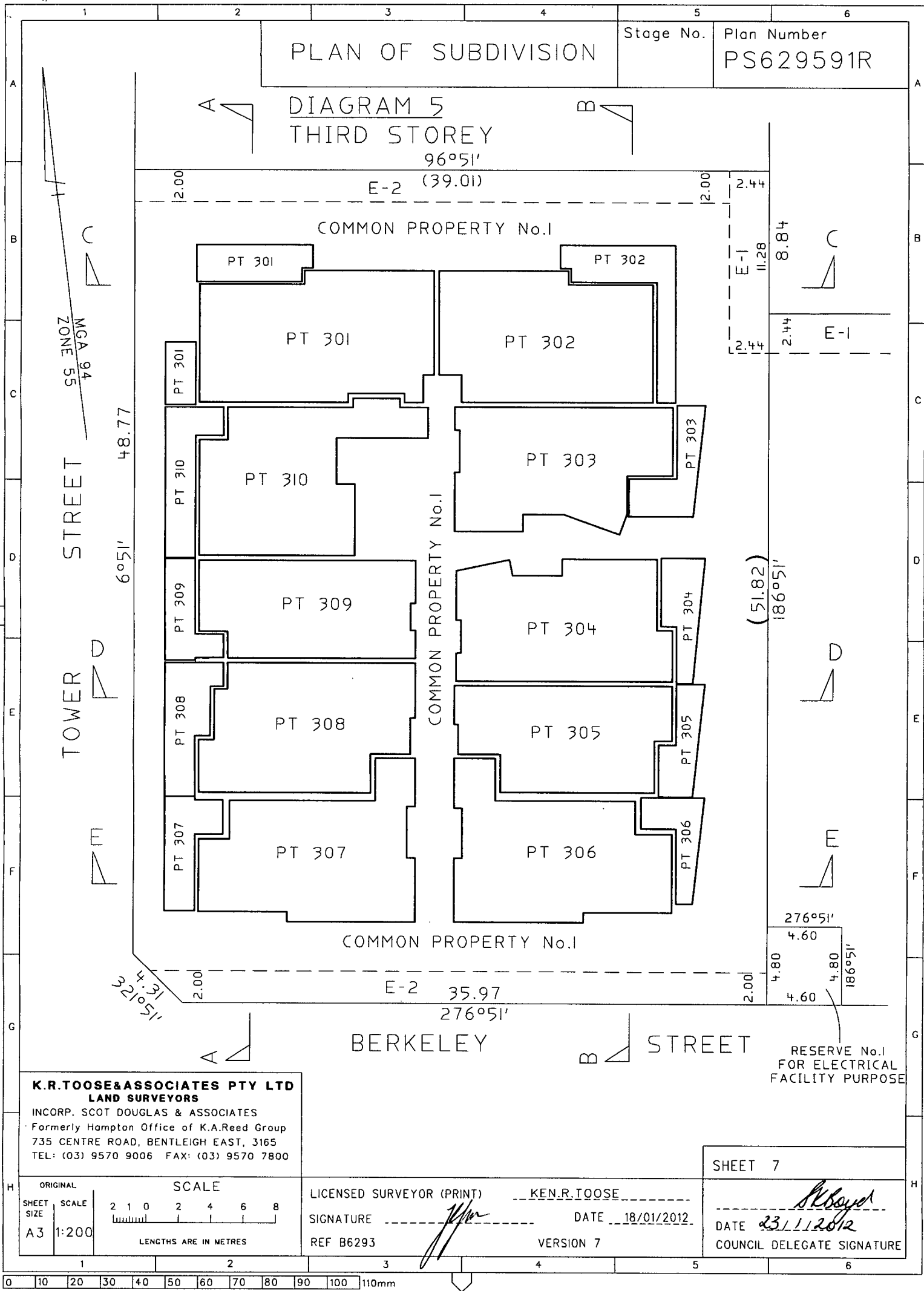
ORIGINAL

SCALE



SHEET SIZE
A3
SCALE
1:200





PLAN OF SUBDIVISION

Stage No. Plan Number
PS629591R

DIAGRAM 5
THIRD STOREY

COMMON PROPERTY No.1

COMMON PROPERTY No.1

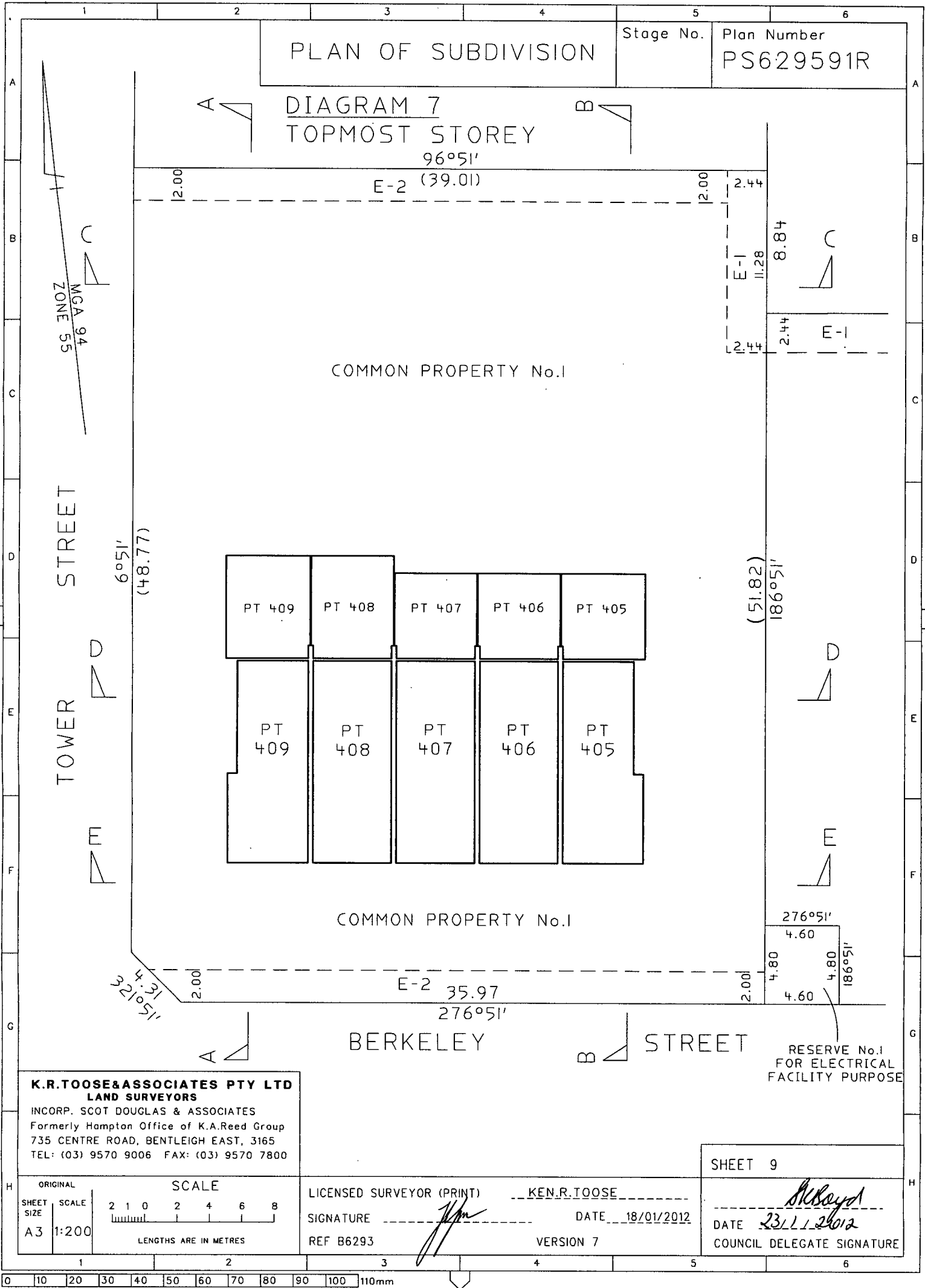
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FOR ELECTRICAL
FACILITY PURPOSE

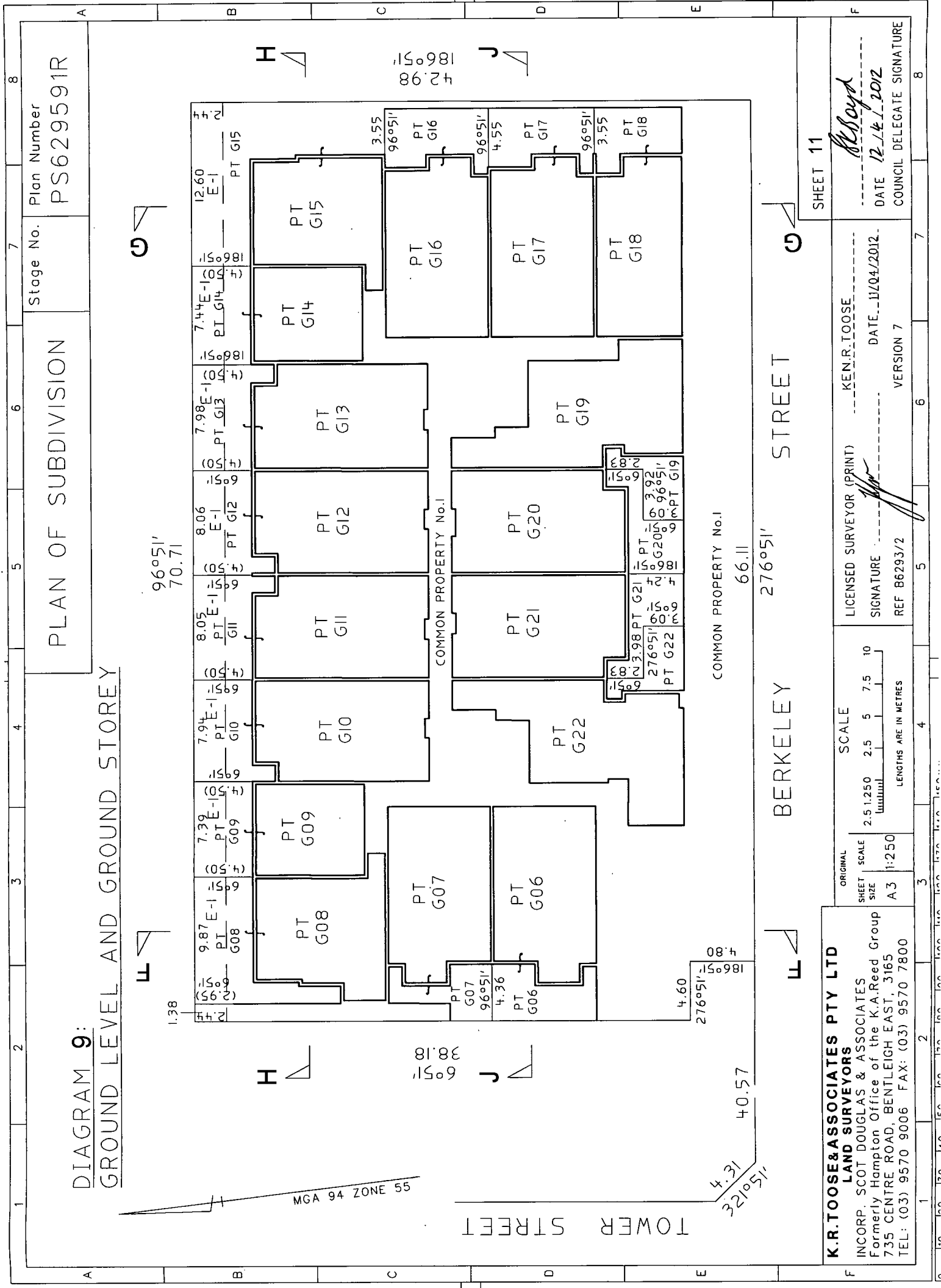
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SHEET 7
DATE 23/11/2012
COUNCIL DELEGATE SIGNATURE

ORIGINAL SCALE
SHEET SIZE A3 SCALE 1:200
LENGTHS ARE IN METRES



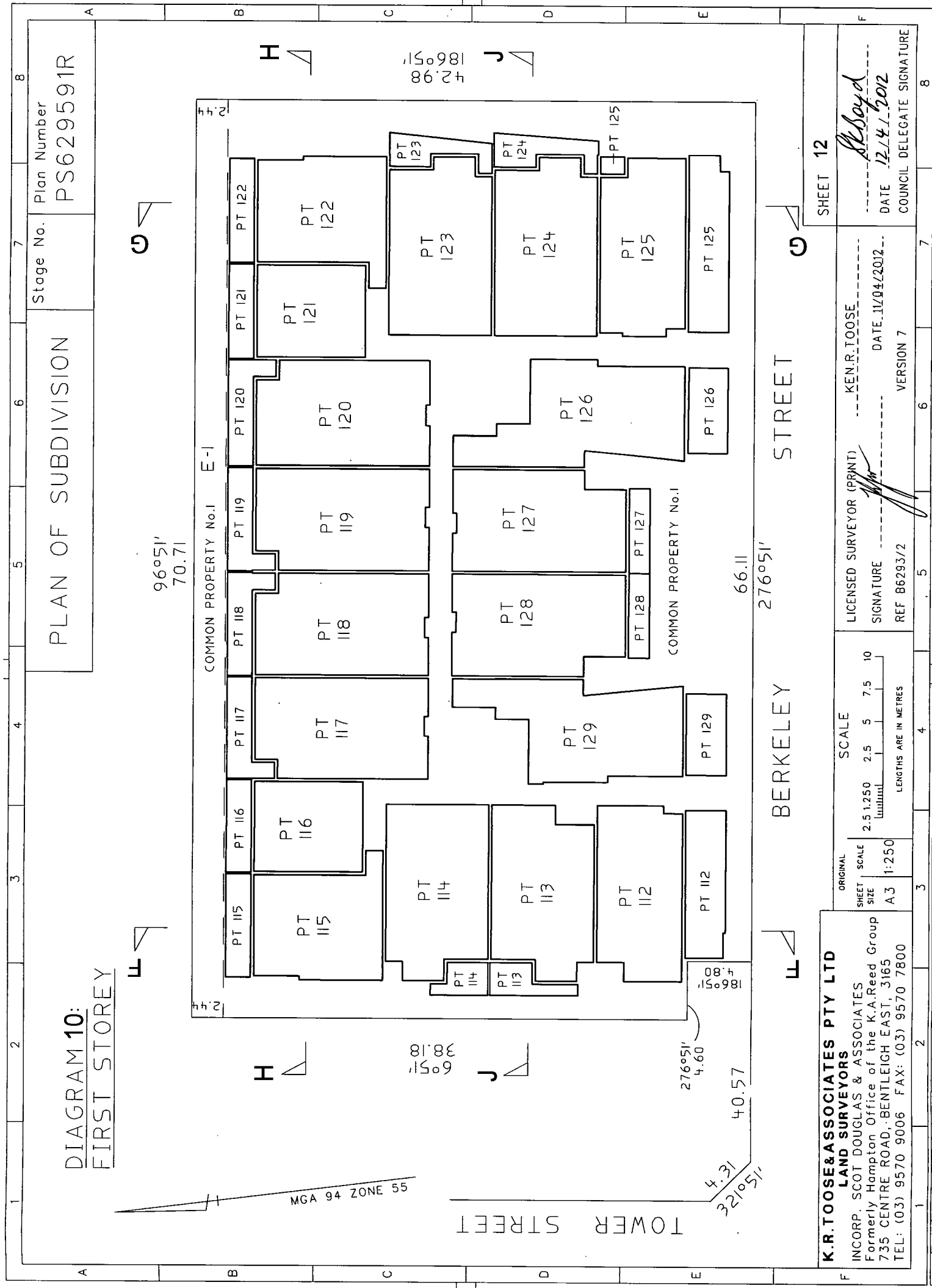


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ORIGINAL
SHEET SIZE A3
SCALE 1:250
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) KEN R. TOOSE
SIGNATURE [Signature]
DATE 11/04/2012
VERSION 7
REF B6293/2

DATE 12/14/2012
COUNCIL DELEGATE SIGNATURE [Signature]



DATE 12/4/2012
COUNCIL DELEGATE SIGNATURE

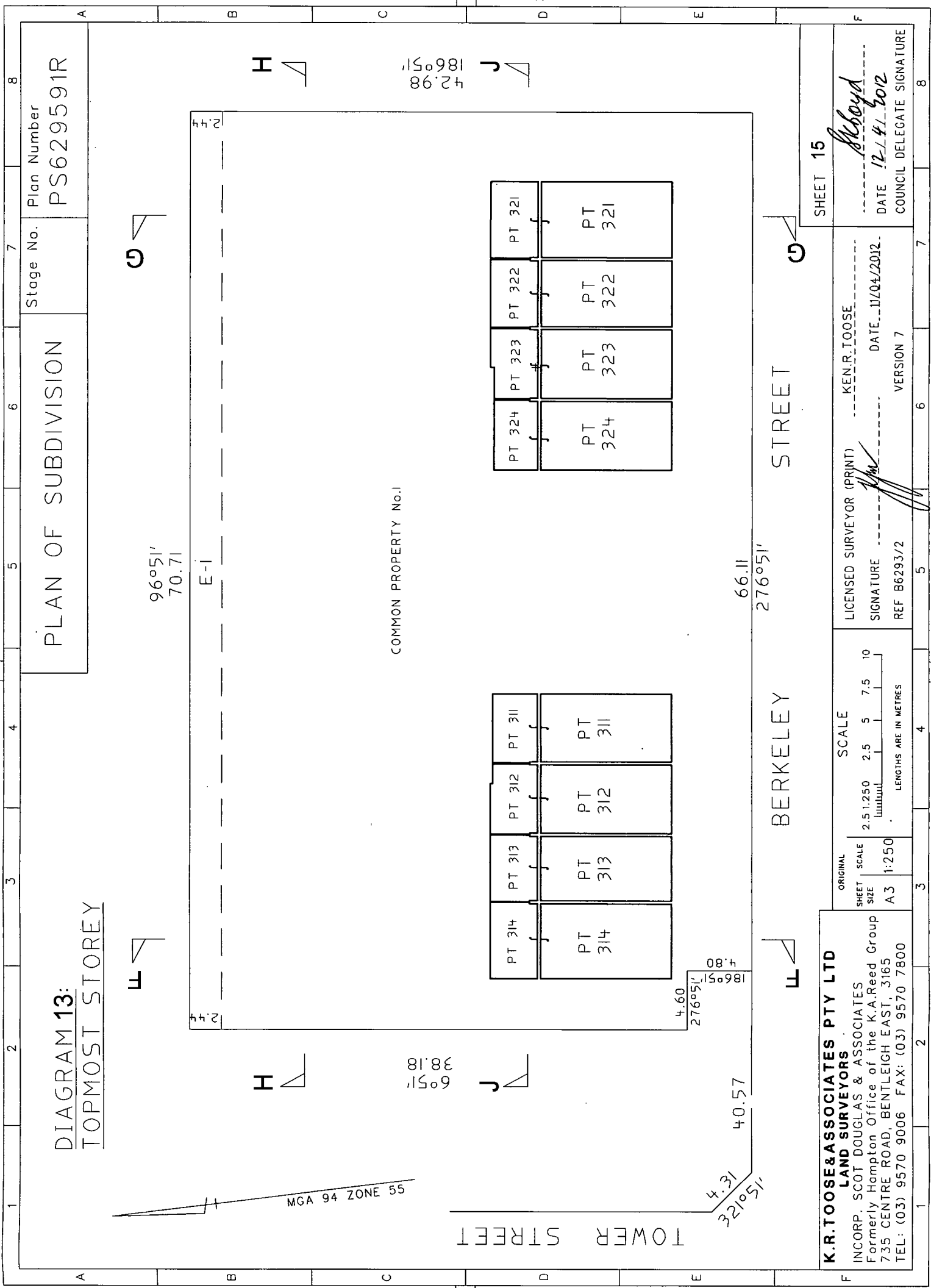


DIAGRAM 13:
TOPMOST STOREY

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS629591R

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ORIGINAL SHEET SIZE A3
SCALE 1:250
LENGTHS ARE IN METRES

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SIGNATURE *[Signature]* DATE 11/04/2012
REF B6293/2 VERSION 7

SHEET 15

DATE 12/11/2012
COUNCIL DELEGATE SIGNATURE *[Signature]*

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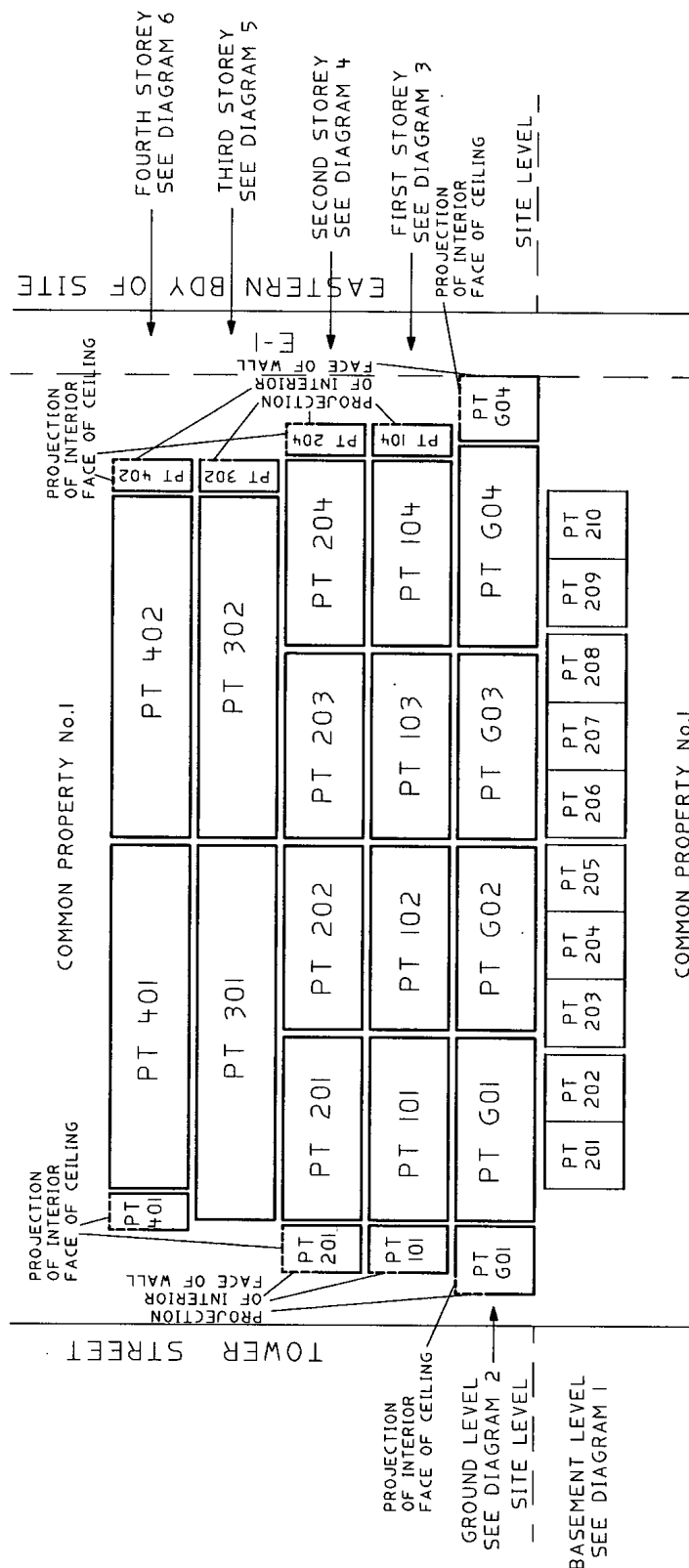
PLAN OF SUBDIVISION

Stage No.	Plan Number
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PS629591R

SECTION C-C

NOT TO SCALE
TYPICAL CROSS SECTION FOR UPPER AND LOWER BOUNDARIES
FOR ALL LOTS AT THE RELEVANT STOREY



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LAND SURVEYORS

LAND SURVEYORS
UNCORP. SCOT DOUGLAS & ASSOCIATES
Formerly Hampton Office of the K.A. Re
7735 CENTRE ROAD, BENTLEIGH EAST, 3
TEL: (03) 9570 9006 FAX: (03) 9570

ORIGINAL	SHEET SIZE	SCALE
	A3	NTS

SCALE

LENGTHS ARE IN METERS

LICENSED S
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REF B6293

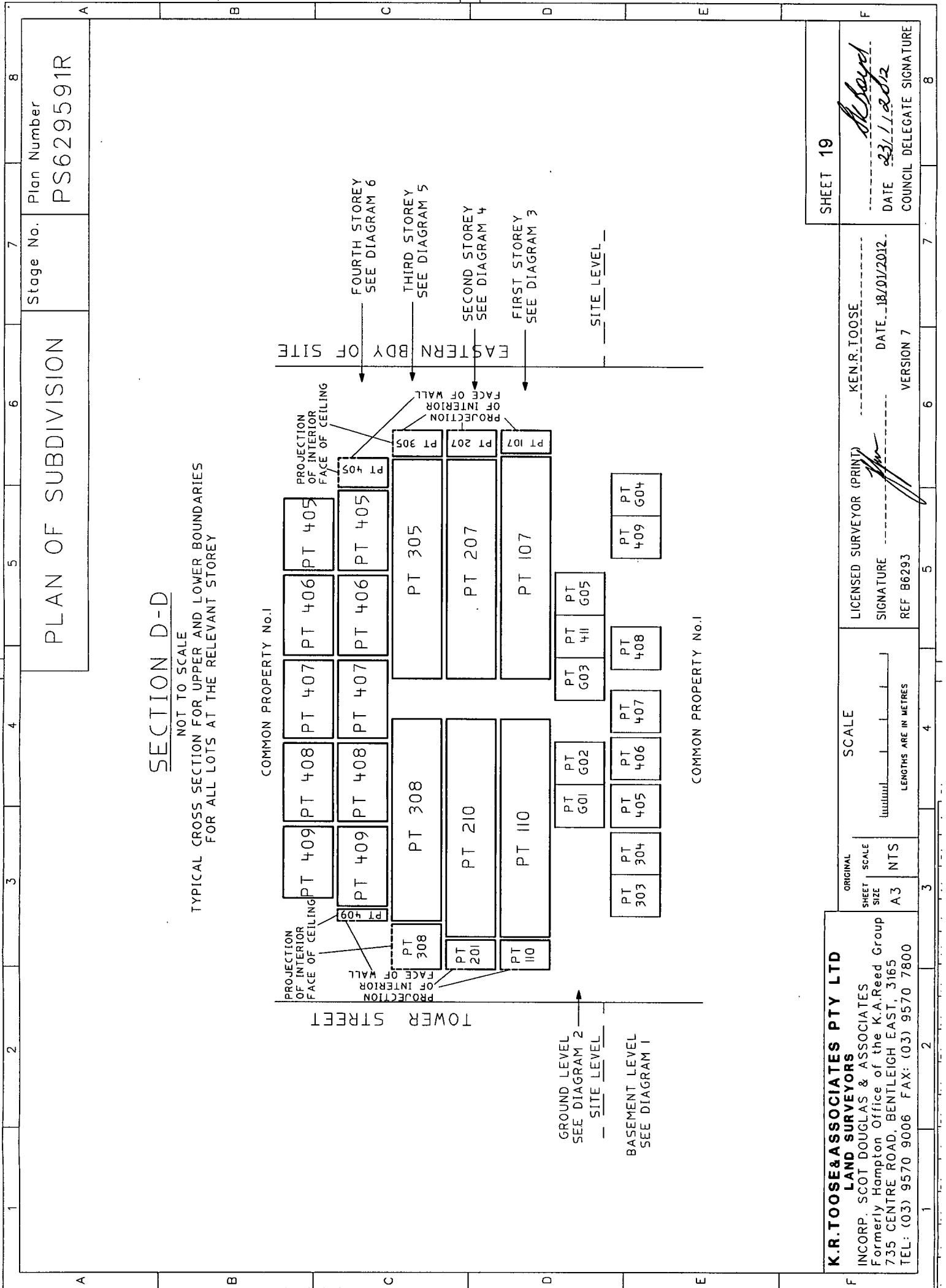
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SIGNATURE _____
REF B6293

DATE_11
VERSION 7
KEN.R.TOOSE

SHEET 18

DATE 23/11/2012

COUNCIL DELEGATE SIGNATURE



SECTION D-D

NOT TO SCALE
TYPICAL CROSS SECTION FOR UPPER AND LOWER BOUNDARIES
FOR ALL LOTS AT THE RELEVANT STOREY

PLAN OF SUBDIVISION

Stage No. 7

Plan Number
PS629591R

SHEET 19

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TEL: (03) 9570 9006 FAX: (03) 9570 7800

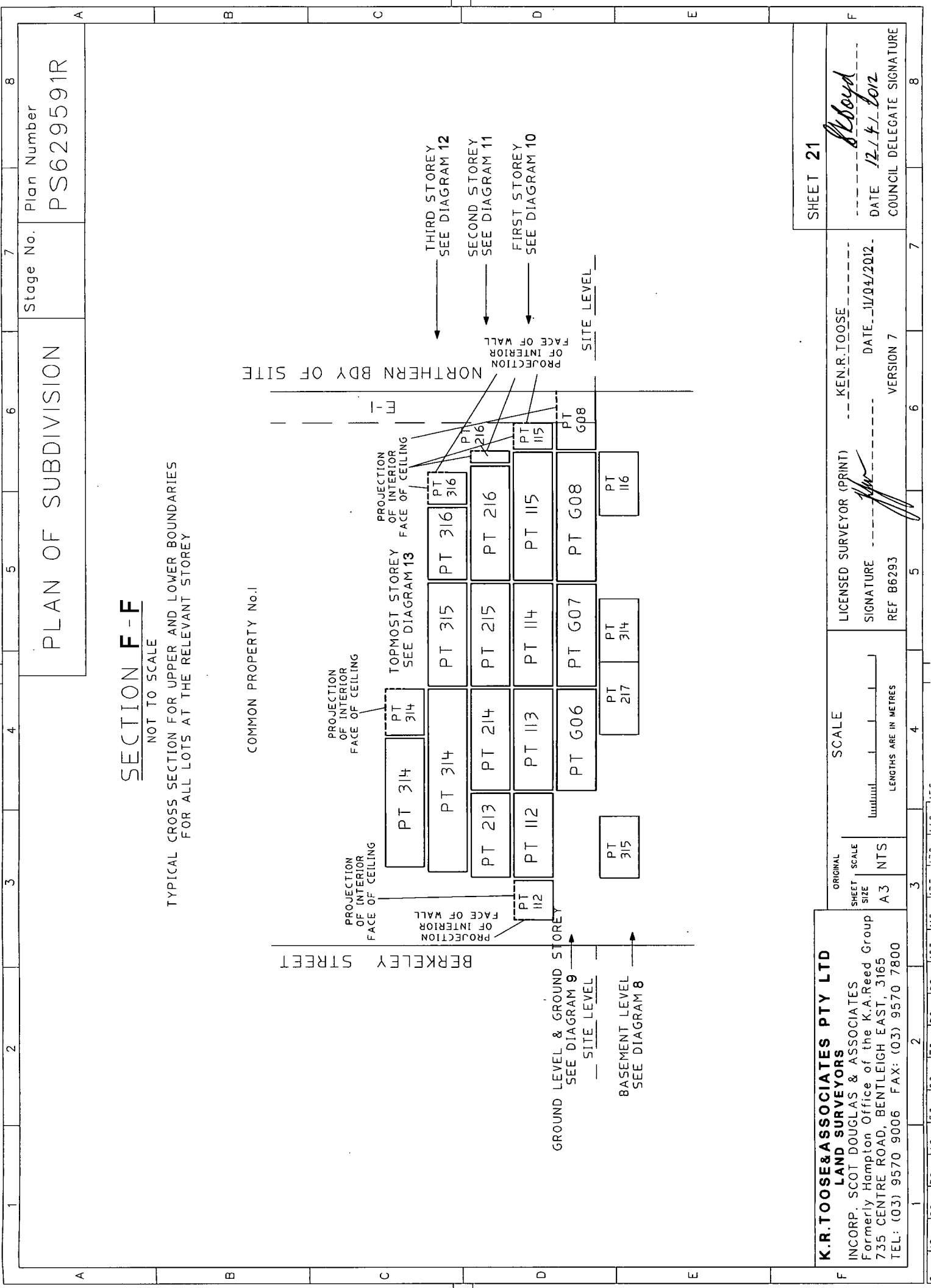
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A3
SCALE
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SCALE
LENGTHS ARE IN METRES

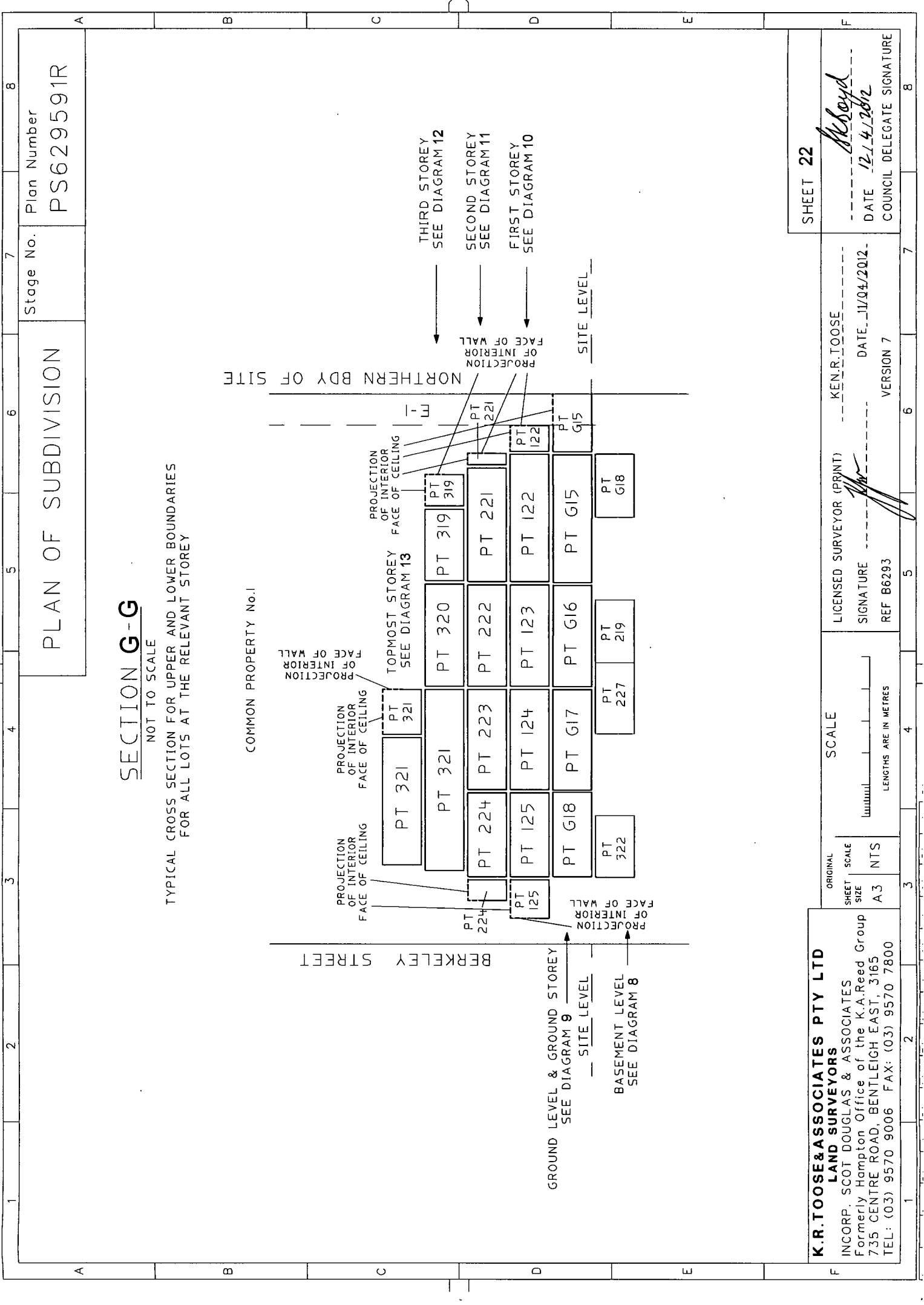
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SIGNATURE
REF B6293

KEN R. TOOSE
DATE 18/01/2012
VERSION 7

COUNCIL DELEGATE SIGNATURE
DATE 23/11/2012



K.R. TOOSE & ASSOCIATES PTY LTD LAND SURVEYORS INCORP. SCOT DOUGLAS & ASSOCIATES Formerly Hampton Office of the K.A. Reed Group 735 CENTRE ROAD, BENTLEIGH EAST, 3165 TEL: (03) 9570 9006 FAX: (03) 9570 7800		ORIGINAL SHEET SIZE A3 NTS		SCALE		LICENSED SURVEYOR (PRINT) KEN R. TOOSE		SIGNATURE [Signature]		DATE 12/04/2012		VERSION 7		SHEET 21	
COUNCIL DELEGATE SIGNATURE [Signature]												DATE 12/14/2012		COUNCIL DELEGATE SIGNATURE	





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS629591R

The land in PS629591R is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 129, 201 - 230, 301 - 324, 401 - 411, G01, G10, G11, G12, G13, G14, G15, G16, G17, G18, G19, G02, G20, G21, G22, G03, G04, G05, G06, G07, G08, G09.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

STRATA ANGELS LEVEL 26 360 COLLINS STREET MELBOURNE VIC 3000

AX962315K 13/05/2024

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. AK831485D 08/01/2014

Additional Owners Corporation Information:

OC013605R 02/03/2012

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 101	181	181
Lot 102	141	141
Lot 103	141	141
Lot 104	181	181
Lot 105	200	200



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS629591R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	208	208
Lot 107	191	191
Lot 108	217	217
Lot 109	217	217
Lot 110	204	204
Lot 111	200	200
Lot 112	209	209
Lot 113	215	215
Lot 114	215	215
Lot 115	204	204
Lot 116	152	152
Lot 117	219	219
Lot 118	219	219
Lot 119	219	219
Lot 120	219	219
Lot 121	152	152
Lot 122	204	204
Lot 123	215	215
Lot 124	215	215
Lot 125	209	209
Lot 126	196	196
Lot 127	163	163
Lot 128	219	219
Lot 129	163	163
Lot 201	183	183
Lot 202	144	144
Lot 203	144	144
Lot 204	187	187
Lot 205	194	194



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS629591R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 206	210	210
Lot 207	189	189
Lot 208	213	213
Lot 209	213	213
Lot 210	211	211
Lot 211	189	189
Lot 212	195	195
Lot 213	209	209
Lot 214	222	222
Lot 215	222	222
Lot 216	250	250
Lot 217	218	218
Lot 218	218	218
Lot 219	218	218
Lot 220	218	218
Lot 221	250	250
Lot 222	218	218
Lot 223	220	220
Lot 224	209	209
Lot 225	200	200
Lot 226	304	304
Lot 227	311	311
Lot 228	311	311
Lot 229	311	311
Lot 230	198	198
Lot 301	230	230
Lot 302	230	230
Lot 303	207	207
Lot 304	212	212



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS629591R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 305	183	183
Lot 306	214	214
Lot 307	214	214
Lot 308	213	213
Lot 309	189	189
Lot 310	195	195
Lot 311	274	274
Lot 312	218	218
Lot 313	218	218
Lot 314	274	274
Lot 315	218	218
Lot 316	304	304
Lot 317	200	200
Lot 318	200	200
Lot 319	316	316
Lot 320	218	218
Lot 321	185	185
Lot 322	174	174
Lot 323	174	174
Lot 324	178	178
Lot 401	230	230
Lot 402	230	230
Lot 403	208	208
Lot 404	174	174
Lot 405	305	305
Lot 406	275	275
Lot 407	275	275
Lot 408	275	275
Lot 409	305	305



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS629591R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 410	165	165
Lot 411	198	198
Lot G01	187	187
Lot G10	218	218
Lot G11	218	218
Lot G12	220	220
Lot G13	218	218
Lot G14	159	159
Lot G15	211	211
Lot G16	218	218
Lot G17	222	222
Lot G18	170	170
Lot G19	213	213
Lot G02	144	144
Lot G20	163	163
Lot G21	218	218
Lot G22	163	163
Lot G03	144	144
Lot G04	243	243
Lot G05	202	202
Lot G06	165	165
Lot G07	222	222
Lot G08	209	209
Lot G09	159	159
Total	24431.00	24431.00

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.

Manningham Council ABN 61 498 471 081

Valuation and Rates Notice

For the period of 1 July 2024 to 30 June 2025



024 0002141

Z Sang
12 Feather Place
POINT COOK VIC 3030

TAX INVOICE

Date of issue: 29 July 2024

Property ID: 772488

Amount Due:
\$681.22

Due Date:
30 September 2024



To receive your
notice via email,
please register at:

erates.manningham.vic.gov.au

Property details

Apt 115/8 Berkeley Street
DONCASTER VIC 3108
Lot 126 PS 629591R Vol 11347 Fol 912

AVPCC: 125 - Strata unit or flat
Property Owner(s): Z Sang

Property valuation

Level of value date	1 January 2024
Valuation effective date	1 July 2024
Site value	\$97,500
Capital improved value	\$490,000
Net annual value	\$24,500

Rates, charges and State Government Fire Services Property Levy (FSPL)

Arrears		\$451.02
General Rate	0.00151560 x CIV \$490,000.00	\$742.60
State Govt FSPL Residential Fixed		\$132.00
State Govt FSPL Residential Variable	0.000087 x CIV \$490,000.00	\$42.60

Arrears outstanding are due and payable immediately.

Payments or changes received after 19/07/2024 may not be included on this notice.

Interest may be charged on overdue instalments at 10% p.a. from instalment due date until date of payment.

Total \$1,368.22

HOW TO PAY See reverse for details

Option A Four instalments

30/09/2024	\$681.22
30/11/2024	\$229.00
28/02/2025	\$229.00
31/05/2025	\$229.00

Please see reverse
for further details

Amount Due
\$681.22

Option B 10 instalments (DIRECT DEBIT ONLY)

16/09/2024	\$540.22
15/10/2024	\$92.00
15/11/2024	\$92.00
16/12/2024	\$92.00
15/01/2025	\$92.00
17/02/2025	\$92.00
17/03/2025	\$92.00
15/04/2025	\$92.00
15/05/2025	\$92.00
16/06/2025	\$92.00



Make direct debit
payments in either
four or 10 instalments
from your nominated
bank account.
Apply online at
[manningham.vic.
gov.au/direct-debit-
request-form](https://manningham.vic.gov.au/direct-debit-request-form)



Interpreter service **9840 9355**
普通话 廣東話 Ελληνικά Italiano العربية

Online payments

To pay your rates
online, visit
[manningham.vic.gov.
au/pay-rates-online](https://manningham.vic.gov.au/pay-rates-online)

Payment Reference No:
7724883



Bill Code:
1099
Reference No:
1007724883



Australia
Post
13 18 16

Billpay Code:
0918
Reference No:
1775 0069 1

Property ID
772488

Property address
Apt 115/8 Berkeley Street DONCASTER VIC 3108

FIRST INSTALMENT \$681.22



*918 177500691

Remove slip and attach to your cheque/money order and make it payable to Manningham Council. Please note, receipts will not be issued for payments received by post.

When to pay

Option 1: Pay by four instalments

Four instalment amounts paid by the dates listed on the front page on this notice. This option can also be paid by Council Approved Direct Debit, please complete our online form.

Option 2: Pay by 10 instalments

This option is ONLY available by setting up a Council Approved Direct Debit. Please complete our online form to pay by this option. Instalment notices will not be issued if payment is made using this option.

We do not offer an option to pay in full on 15 February each year. You must pay all instalments by their due dates. For example, if you wish to make one payment each year – you need to do this by 30 September.

Payment difficulties

If you anticipate that you may have difficulty paying this account by the due date, please visit manningham.vic.gov.au/rates-payment-plan. This will provide you with an option to enter into a payment plan and/or defer payment of your rates. All payment plan requests must be made by completing a form. If you have any further enquiries, please contact Customer Service on 9840 9333.

Penalties for late payment

Overdue rates and charges will be charged interest in line with the penalty interest rate at 10 per cent per annum. Interest accrues from the instalment due date until date of payment.

Arrears

Any arrears shown on the front of this notice are payable immediately and Council may take further action to recover the debt.

Pensioner rate concession

Holders of a current Pension Concession Card or Veteran Affairs Gold Card specifying 'War Widow' or 'TPI' may be eligible for a rebate on the current rates, charges and Fire Services Property Levy for your principle place of residence. If you have previously applied, you do not need to reapply unless this rebate does not appear on the front of the notice.

Low Income Health Care Card rate reduction

If you have a current Centrelink Low Income Health Care Card showing "LI" you may be eligible for a reduction on the current rates for your principal place of residence. An application to Manningham Council is required each year for this to be granted.

Allocation of payments

All payments will be allocated in the following order:

1. Legal costs (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates owing

HOW TO PAY



Pay by four instalments: direct debits will be deducted on the instalment due dates. Savings or cheque accounts only.

Pay by 10 instalments: direct debits will be deducted over 10 monthly instalments.

Apply online at manningham.vic.gov.au/direct-debit-request-form. Alternatively, please call us on 9840 9333.



Payments can be made at Australia Post; or Manningham Civic Centre, 699 Doncaster Road, Doncaster. Office hours 8.30am to 5.00pm, Monday to Friday.



Online payments

To pay your rates online, visit manningham.vic.gov.au/pay-rates-online
Quote the Payment Reference Number shown on the front of this notice.



Australia Post

Payments can be made at Australia Post stores. Present this notice intact and pay by cash, cheque or EFTPOS, debit or credit card (MasterCard or Visa only).

Payments can be made by credit card (MasterCard or Visa only) by phone on 13 18 16.

Quote the Billpay Code and reference number shown on the front of this notice.



Telephone and Internet Banking - BPAY®

Contact your participating bank, credit union or building society to make this payment from your cheque or savings account or credit card.

Quote the Biller Code and Customer Reference Number shown on the front of this notice.



Mail

Make cheque payable to Manningham Council and cross 'Not Negotiable'.

Detach payment slip and mail with your cheque to: Manningham Council, PO Box 1, Doncaster, Vic 3108.

Notice of valuation

The property described on the front of this notice has been valued as at 1 January 2024, those levels of value became effective for rating purposes from 1 July 2024. We use the capital improved value as the basis for calculation of the rate. Property valuations may also be used by other rating authorities for the purpose of a rate or tax.

For more information regarding valuations and their definitions, please visit: manningham.vic.gov.au/property-valuations

Objection to valuation

Any person who wishes to object to the property valuation must do so on the prescribed form within two months of the date of issue of this notice. Objections received after this date will not be considered. Please visit ratingvaluationobjections.vic.gov.au to complete the form.

Regardless of any objection having been made, the rates and charges as assessed must be paid by the due date to avoid penalty interest charges.

Appeal against rates and charges

Under Section 184 of the *Local Government Act 1989*, aggrieved persons have a right to appeal to the County Court on the rates and charges on specific grounds within 60 days of this notice.

Rate capping

We have complied with the Victorian Government's rate cap of 2.75 per cent. The cap applies to the average annual increase of rates. Rate capping does not apply to individual properties, the cap is in relation to the total rates revenue we can collect.

The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

- i. The valuation of your property relative to the valuation of other properties in the municipal district
- ii. The inclusion of other rates and charges not covered by the Victorian Government's rate cap.

State Government Fire Services Property Levy

Council is required to collect money on behalf of the State Government for the Fire Services Property Levy (FSPL). This levy is passed on in full to the State Government to fund Fire Rescue Victoria. Further information can be found at firelevy.vic.gov.au

Change of details

Revenue Services must be notified in writing for any change of address. Please complete our online form by visiting manningham.vic.gov.au/update-your-rates-details
For a change of ownership, a Notice of Acquisition must be submitted.

Receiving your rate notice via email

To receive your rate notice via email, please visit: erates.manningham.vic.gov.au

Date rates declared, Tuesday 25 June 2024.

2nd September 2024

VICTORIAN STATEWIDE CONVEYANCING P/L.
Victorian Statewide Conveyancing

Dear VICTORIAN STATEWIDE CONVEYANCING P/L.,

RE: Application for Water Information Statement

Property Address:	115/8 BERKELEY STREET DONCASTER 3108
Applicant	VICTORIAN STATEWIDE CONVEYANCING P/L. Victorian Statewide Conveyancing
Information Statement	30880117
Conveyancing Account Number	8998494776
Your Reference	JG20241514

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

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

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

Yours sincerely,

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	115/8 BERKELEY STREET DONCASTER 3108
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

This property has remotely read water meters fitted. Occasional access to the water meter may be required.

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This property is in a mandated recycled water area but recycled water isn't available yet.

We are working towards bringing recycled water to the area and until it is available, we will supply potable water through your recycled water pipes. Any water used through recycled water pipes will be charged at the recycled water usage rate. For more information, visit yvw.com.au/recycled.

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

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

Melbourne Water Property Information Statement

Property Address	115/8 BERKELEY STREET DONCASTER 3108
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STATEMENT UNDER SECTION 158 WATER ACT 1989

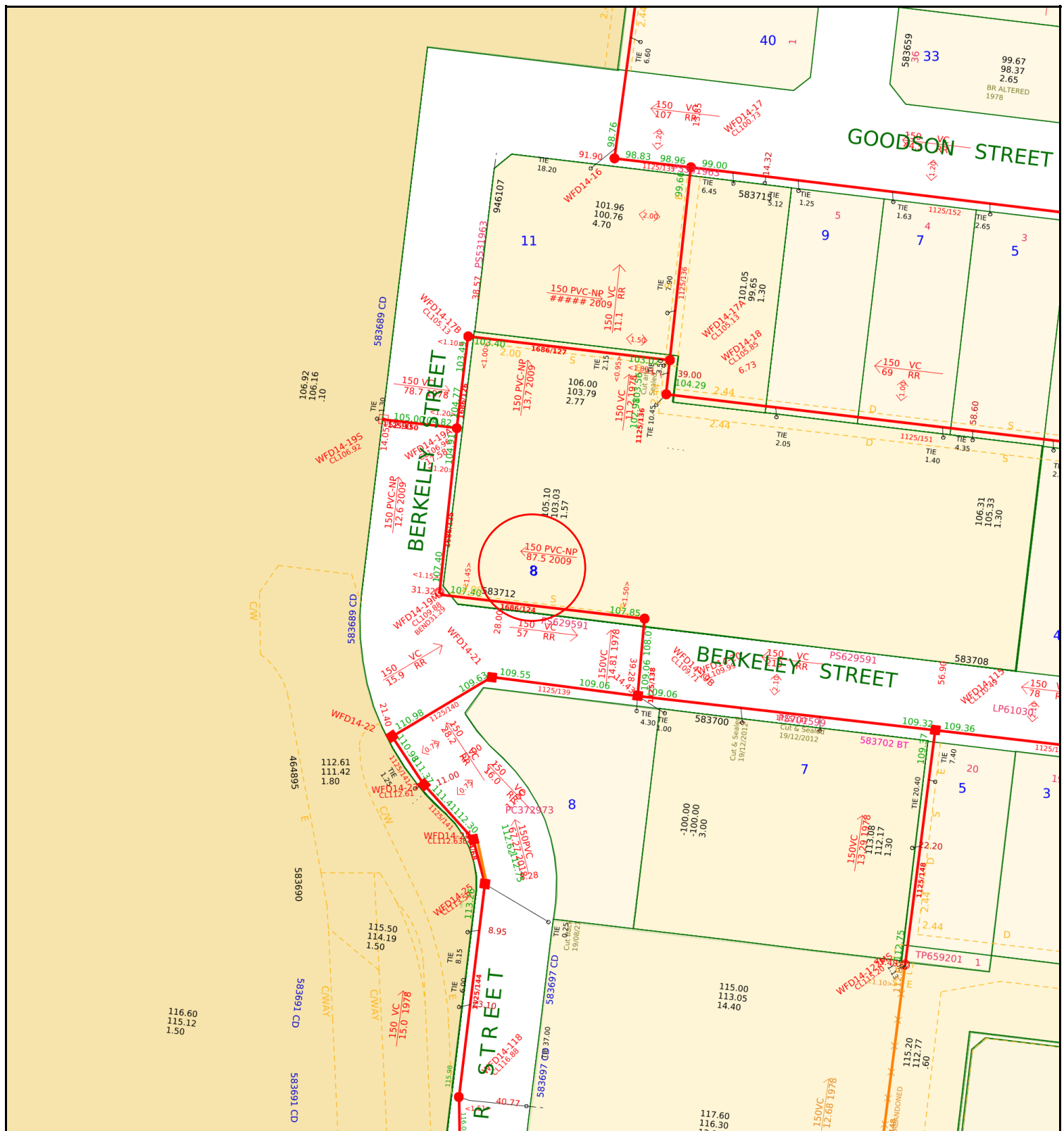
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 30880117**

Address	115/8 BERKELEY STREET DONCASTER 3108	
Date	02/09/2024	
Scale	1:1000	



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

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

VICTORIAN STATEWIDE CONVEYANCING P/L.
Victorian Statewide Conveyancing
JO@VICTORIANSTATEWIDE.COM.AU

RATES CERTIFICATE

Account No: 5385625152
Rate Certificate No: 30880117

Date of Issue: 02/09/2024
Your Ref: JG20241514

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
APT 115/8 BERKELEY ST, DONCASTER VIC 3108	126\PS629591	5044692	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2024 to 30-09-2024	\$20.86	\$20.86
Residential Sewer Service Charge	01-07-2024 to 30-09-2024	\$119.50	\$119.50
Parks Fee	01-07-2024 to 30-09-2024	\$21.98	\$21.98
Drainage Fee	01-07-2024 to 30-09-2024	\$30.77	\$30.77

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	\$686.83
Total for This Property	\$879.94



GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2024, Residential Water Usage is billed using the following step pricing system: 256.31 cents per kilolitre for the first 44 kilolitres; 327.60 cents per kilolitre for 44-88 kilolitres and 485.34 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2024, Residential Water and Sewer Usage is billed using the following step pricing system: 343.42 cents per kilolitre for the first 44 kilolitres; 450.59 cents per kilolitre for 44-88 kilolitres and 523.50 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2024, Residential Recycled Water Usage is billed 192.59 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



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: 5044692

Address: APT 115/8 BERKELEY ST, DONCASTER VIC 3108

Water Information Statement Number: 30880117

HOW TO PAY



Bill Code: 314567
Ref: 53856251527

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

Owners Corporation Certificate

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2018

Owners Corporation No: **629591R**

Address: **Berkeley, 8-18 Berkeley St, Doncaster, VIC 3108**

This certificate is issued for: **Lot 126 (Unit 115) on Plan of Subdivision No 629591R**

Postal address is: **126/8-18 Berkeley St, Doncaster, VIC 3108**

Applicant for the certificate is: **Joanne Girardo on behalf of Victorian Statewide Conveyancing**

Address for delivery of certificate jo@victorianstatewide.com.au

Date that the application was received: **05 September 2024**

IMPORTANT:

The information in this certificate is issued on **16 September 2024**. You should obtain a new certificate for current information prior to settlement.

- (a) The current fees for the lot for the financial year (FY) 01 April 2024 to 31 March 2025 are paid quarterly and set out below. The annual fee contribution* is subject to change depending on the budget set for the year.

Administrative Fund

The current fees for the lot are **\$3,265.20*** per annum

Due Date	Amount	Period
10 May 2024 (extended)	\$ 816.30*	01 Apr 2024 to 30 Jun 2024
01 Jul 2024	\$ 816.30*	01 Jul 2024 to 30 Sep 2024
01 Oct 2024	\$ 816.30*	01 Oct 2024 to 31 Dec 2024
01 Jan 2025	\$ 816.30*	01 Jan 2025 to 31 Mar 2025
TOTAL	\$ 3,265.20*	

Maintenance Fund

The current fees for the lot are **\$882.50*** per annum

Due Date	Amount	Period
10 May 2024 (extended)	\$ 220.70*	01 Apr 2024 to 30 Jun 2024
01 Jul 2024	\$ 220.60*	01 Jul 2024 to 30 Sep 2024
01 Oct 2024	\$ 220.60*	01 Oct 2024 to 31 Dec 2024
01 Jan 2025	\$ 220.60*	01 Jan 2025 to 31 Mar 2025
TOTAL	\$ 882.50*	

NOTE*: Please note that the budgets for the current FY 01 April 2024 to 31 March 2025 have not been ratified. The fees provided above are as per last FY's budget and are indicative figures only. While the fee notices that were due on 01 April 2024, on 01 July 2024 and 01 October 2024 have been issued based on last FY's budgets, the future fees will however be set in accordance with the new budgets. Any changes in the new fees/budgets will be applied retrospectively from the beginning of the FY i.e. 1st April 2024.

- (b) The date to which the fees for the lot have been partially paid is: **30 June 2024**

The total of any unpaid fees or charges for the lot currently is: **Total Amount Owing: \$1,290.85 (Admin) + \$348.90 (Maintenance) + \$3,613.16 (Special Levy) = \$5,252.91**

Administrative Fund

Amount owing	\$1,289.79
Interest owing	\$1.06
Total amount owing	\$1,290.85

Maintenance Fund

Amount owing	\$348.61
Interest	\$0.29
Total amount owing	\$348.90

Special Levy (OC Bldg/Latent Defects)

Amount owing	\$3,610.20
Interest owing	\$2.96
Total amount owing	\$3,613.16

- (c) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

Special Levy notice sent on	Due Date	Amount	Details
19 April 2024	19 May 2024	\$3,610.20	Special Levy OC Bldg/Latent Defects

Note: Further Special Levies may also be struck to fund current and future works, which include, but are not limited to, essential safety, building's latent defects, roofing defects, cladding replacement, repayment of existing Strata Drawdown Loan, and any other works. The OC may also decide to obtain further Strata Drawdown Loan (full or partial) to meet the expenses of the façade works.

- (d) 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?

- (i) **Cladding project B290. A Strata Drawdown Loan has been approved for the OC latent defects works as per Special Resolution #4 which has a maximum drawdown limit of \$1,000,000.00. Latent defect funding levies to owners totalling \$350,176.30 was struck previously whereas 2nd special levy of \$450,000 has been struck on 19 April 2024 – please refer to the attached letter from the OC committee dated April 2024 providing an update, including details on further special levies that will be struck for various works such as roof, latent building defects, repayment to Lannock Strata Finance for the above-mentioned Strata Drawdown Loan, etc.**

- (ii) **Additional costs to the individual lots to be determined by respective lot owners where other defects identified are private in nature.**

- (e) Are there any rules or regulations owners, occupiers or the public are required to adhere to? **Yes, refer attached Owners Corporation Rules. Owners, occupiers and public are required to comply with the Owners Corporation Rules, Owners Corporations Act 2006, Owners Corporation Regulations 2018 and any Rules of Use and Design Guidelines positioned. Non-compliance to Rules and Regulations may incur additional fees.**

- (f) Are there any current non-compliance to the rules or regulations affecting this lot? If so, please provide details: **None that we are aware of. It is however expected that the purchaser would conduct their own due diligence regarding any issues internal to the lot.**

- (g) The Owners Corporation has the following insurance cover:

Policy No.	HU0000008620	Insurance Type:	Strata
Insurer:	CHU Underwriting Agencies;	Broker:	Honan
Premium:	\$85,566.64	Policy start date:	22/08/2024
		Next due:	22/08/2025
Cover	Sum insured	Excess	Notes
Building	\$79,889,687	Varies as per	Policy terms
Loss of Rent / Temp Accommodation	\$11,983,453		
Liability to Others	\$30,000,000		
Fidelity Guarantee	\$250,000		
Machinery Breakdown	\$100,000		
Office Bearer's Legal Liability	\$10,000,000		

- (h) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: **N/A**
- (i) The total funds held by the Owners Corporation as **at 31 May 2024** are (**Note – reconciliation of handover records received from the previous OC manager is still in progress**):
Net Owners' Funds (Admin, Maint and Bldg/Latent Defects Funds combined): \$(1,226,993.44)
- (j) 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? If so, then provide details: **The owners corporation has previously entered into a Lannock Strata Facility for Strata Drawdown Loan for \$1,000,000 (including drawdown 3 in Jan 2024 (which could be repaid early by direction of the OC via Special Levies). See sections (a) to (d) above for more details.**
- (k) Are there any current contracts, leases, licenses or agreements affecting the common property? If so, then provide details: **Refer to attached schedule of contracts, agreements, leases & licenses**
- (l) Are there any current agreements to provide services to lot owners, occupiers, or the public? If so, then provide details: **None that we are aware of.**
- (m) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied? If so, then provide details: **None that we are aware of.**
- (n) Are there any legal proceedings to which the Owners Corporation is a party and any circumstances of which the Owners Corporation (OC) is aware that are likely to give rise to proceedings? If so, then provide details:
 (i) **Following the Statewide Cladding Audit and subsequent issuing of Building Notice # PP592 BN01/19, the building was referred to Cladding Safety Victoria (CSV). CSV has committed to funding \$3,032,107.02 to replace the cladding originally installed on the building, with new compliant cladding.**
 (ii) **Two proceedings as follows:**
- **The Corporation has an outstanding case in VCAT against several building practitioners in relation to original building defects starting in 2021 and continuing in 2024. The VCAT reference number is BP2102/2021.**
 - **There is a separate second VCAT case against the owners corporation that has been lodged by an individual owner, the VCAT reference number is OC42/2022.**
- (iii) **Also, standard debt recovery actions are being taken to collect arrears from the lot owners, which may lead to legal proceedings being initiated by the OC as and when required.**
- (o) Has the Owners Corporation appointed, or resolved to appoint, a manager? If so, then provide details:
 The manager is: **Strata Angels**
Suite 2619, 360 Collins Street, MELBOURNE VIC 3000
Phone: 1300 009 909
- (p) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator? **No.**
- (q) Documents required to be attached to the Owners Corporation certificate are:
- A copy of the minute of the last annual general meeting of the Owners Corporation
 - A copy of the consolidated rules registered at Land Victoria
 - A copy of Schedule 3 of the Owners Corporation's Regulations 2018 titled "*Statement of Advice and Information for Prospective Purchasers and Lot Owners*"
 - Schedule of contracts, leases and licenses
 - Letter from the OC committee of April 2024 providing an update, including details on further special levies that will be struck for various works such as roof, latent building defects, repayment to Lannock Strata Finance for the above-mentioned Strata Drawdown Loan, etc.
 - A copy of the Building Notice # **PP592 BN01/19**
 - A copy of the Certificate of Practical Completion from Independent Project Manager, TSA.

IMPORTANT: This certificate is issued on the following basis:

1. You can inspect the Owners Corporation register for additional information and you should obtain a new certificate for current information prior to settlement.

2. This certificate is valid for 60 days from the date of issue; once that period has lapsed, an application must be made for a new certificate.
3. The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.
4. The information is subject to change without notice.
5. You are advised that this certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.
6. Additional fees are applicable for all documentation supplied in hard copy.

Requests to inspect the Owners Corporation Register or to obtain a new certificate must be forwarded to:

Strata Angels
Suite 2619, 360 Collins Street, MELBOURNE VIC 3000
Email: info@strataangels.com.au
Phone: 1300 009 909

Date of Issue: **16 September 2024**

This Owners Corporation certificate was prepared by:



Raj N
Manager
As the Delegate of the Owners Corporation



MINUTES OF 2023 ANNUAL GENERAL MEETING OWNERS CORPORATION PLAN NO: 629591R

ADDRESS OF OWNERS CORPORATION:

"The Berkeley" 8-18 Berkeley Street DONCASTER VIC 3108

Held at: Offices of SELECT Strata Communities, 711 High St (cnr Hartwood St), Kew East VIC 3102

On: Tuesday 12th December 2023 at 5.30pm + via TEAMS online meeting.

Present/Proxies

Lot 109: Carol Chin Choo Wong
Lot 111: Eldon Nephi Togiahelima Motufoaki
Lot 115: Dion and Alice Chow
Lot 123: Yizheng Luo appointed Dion Chow (Lot 115) to act as proxy
Lot 128: Yew-Chin Lau appointed Eugene Chan (Lot 223) to act as proxy
Lot 209: Claudia Sorrentino
Lot 214: Xiao Shen appointed Dion Chow (Lot 115) to act as proxy
Lot 217: Lydia Lunan Windels
Lot 219: Yan Gao appointed Ann Kilpatrick (Lot 224) to act as proxy
Lot 221: Karen Cheung appointed Dion Chow (Lot 115) to act as proxy
Lot 222: Chun Mei Ida Lai appointed Sree Praveen Nair (Lot 311) to act as proxy
Lot 223: Yew Shing and Young Hee Chan
Lot 224: Ann Kilpatrick
Lot 226: Rachel Ho appointed Ann Kilpatrick (Lot 224) to act as proxy
Lot 228: Jingren & Yishan Chan appointed Eugene Chan (Lot 223) to act as proxy
Lot 229: Polly Sze Yu Cheng appointed Eugene Chan (Lot 223) to act as proxy
Lot 230: Lap Chi U appointed James Au to act as proxy
Lot 302: Yum Po Cheng appointed Victor Cheng Lai Khor (Lot 307) to act as proxy
Lot 303: Yee Jin Ng & Megumi Yamai
Lot 306: Xiaoling Li & Haibo Wang appointed Sree Praveen Nair (Lot 311) to act as proxy
Lot 307: Victor Cheng Lai Khor
Lot 308: Byounghwa Lee & Kyunghwa Choi appointed Victor Cheng Lai Khor (Lot 307) to act as proxy
Lot 311: Sree Praveen Nair
Lot 315: Ee Hooi Lim & Leng Im See
Lot 317: Chun Guo
Lot 320: Thomas Wai-Hin Man appointed Eugene Chan (Lot 223) to act as proxy
Lot 401: Edward Tiong appointed Eugene Chan (Lot 223) to act as proxy
Lot 404: Grace Lim appointed Victor Cheng Lai Khor (Lot 307) to act as proxy
Lot 407: Oiyin Jenny Yeung appointed Chun Guo (Lot 317) to act as proxy
Lot G01: Mary White
Lot G03: Daniel & Flavia Leser
Lot G05: Judith Pawsey
Lot G09: Rosalia Mariani appointed Dion Chow (Lot 115) to act as proxy
Lot G15: Luke Cawley appointed Yana Bittar to act as proxy
Lot G17: Mark Lazenby & Kumi Takeda appointed Ann Kilpatrick (Lot 224) to act as proxy
Lot G18: Gavan Francis Bennett
Lot G22: Wu-Juang Hour appointed Dion Chow (Lot 115) to act as proxy

Mellington Management Pty Ltd t/as SELECT Strata Communities

ABN 60 475 504 309

711 High St, Kew East 3102

Main Office: 9862 3700

Fax: 9862 3708

Present Online (via Teams)	Lot 105: Lina Chung & John Ilustre Lot 106: Solange Nicola Altarac Lot 118: Suk Ping Irene Chan Lot 129: Robson Chan Lot 211: Natasha Allen Lot 218: Doris Au Lot 225: Kimberly Nicole Aitken Lot 303: Mr Yee Jin Ng & Mrs Megumi Yamai Lot 324: Philippa Thornton Lot 402: Anthony Tran Lot 403: Lai Tan Lot 408: Anita Ting Ting Wong Lot 410: Alison Lloyd Lot G04: Trent & Elizabeth O'Hara
In Attendance	Shaun O'Connell, Terry McArthur and Ryan Keller of SELECT Strata Communities Ivan Embrechts of TSA Project Management Brett Chalmers of Merkon Constructions Tim Graham of Bugden Allen Graham Lawyers
Apologies	Nil received.
Quorum	Pursuant to the Owners Corporations Act 2006, Part 4, Section 77, a quorum did not exist; therefore, all decisions are interim decisions for 29 days from the date of this meeting, after which they will become decisions of the Owners Corporation. However, if petitioned by owners representing at least 25% of all lot entitlements, a further meeting must be convened to review these decisions.
Chairperson	It was resolved to appoint Ann Kilpatrick (owner Lot 224) to act as Chairperson of the Meeting, with consideration to Section 79 of the Owners Corporations Act 2006.
Minutes of the previous AGM	It was not resolved that the minutes of the Annual General Meeting held on 12/09/2022 as distributed with the Notice of Meeting be confirmed as a true and accurate account of proceedings at that meeting.
Financial Statements	It was not resolved to approve and adopt the Financial Statement prepared and distributed by SELECT Strata Communities for the year ended 31/03/2023. It was noted that the Audit was completed prior to the AGM and a copy of the independent auditors report was received 11/12/2023 and is attached to these meeting minutes for reference of all owners (copies were also available at the meeting)
Arrears	It was resolved that pursuant to section 29 of the Owners Corporations Act 2006, members will continue to be charged interest on money owed to the Owners Corporation 30 days after the due date at a rate of interest that is applicable from time to time under Section 2 of the Penalty Interest Rates Act 1983, such interest to apply from due date. It was resolved that the costs incurred by the Owners Corporation in recovering fees and levies due under Section 32 of the Owners Corporations Act 2006, Act No. 69/2006, will be fully recoverable from the indebted lot owner. This includes administrative fees charged to the Owners Corporation by the Manager and all legal fees incurred as a result of the failure to pay

levies, fees and charges due. Debt recovery fees are \$72.60 for a Final Notice, and \$285.00 for a Letter of Demand.

It was noted that at the time of the meeting 25 lot owners were in arrears.

A reminder to all Owners that in accordance with Section 135 (1) of the Owners Corporations Act 2006, a lot owner must provide a current mailing address for the serving of notices and correspondence.

Committee of Management

As this property consists of 10 or more lots, there is a requirement under Part 1, Section 100 of the Owners Corporations Act 2006 to elect a Committee of Management.

It was resolved that a Committee of 7 Members be appointed until the next Annual General Meeting with the following duly elected as Members of the Committee of the Owners Corporation.

Lot 115: Dion Chow
Lot 224: Ann Kilpatrick
Lot 226: Rachel Ho
Lot 230: Lap Chi U
Lot 307: Victor Cheng Lai Khor
Lot 311: Sree Praveen Nair
Lot 317: Chun Guo

It was further resolved, pursuant to Section 98 of the Owners Corporations Act 2006, that the owners corporation committee will appoint a new Chairperson of the Owners Corporation at their next scheduled meeting. This appointment to be effective until the next Annual General Meeting.

Grievance Committee

It was agreed that any grievance committee would be formed by 3 Members on an as needs basis, excluding any parties involved in the grievance/dispute.

Complaints Report

It was noted that no formal complaints were received in the year.

Insurance

The current level of building insurance was discussed. It was resolved that the current level of cover is adequate for the current period.

It was resolved that the Manager obtain an updated insurance valuation report during January and provide to the Committee for consideration, and instruction to provide this valuation to the insurer for potential endorsement / adjust of the current building sum insured.

** Important Notes Regarding any Insurance Excess payable:*

1. For claims made on the Owners Corporation insurance, the Owners Corporation will only be responsible for the excess on an insurance claim where the damage or insurable event has been caused by an act or omission on or from common property or a common property service.

2. A lot owner will be liable for payment of the excess on an insurance claim where the damage or insurable event has been caused by an act or omission or flow of water from their private lot.

The manager reminds all owners that it is mandatory to have operational smoke detectors in all residential dwellings. Also, it is recommended that contents insurance be taken by owner-occupiers and Landlords are advised to have Landlord's contents cover.

Insurance Disclosure	The Members were advised that Mellington Management Pty Ltd receive a commission of 20%, calculated on the base premium. This commission is considered when setting the management fees.
Occupational Health & Safety	The Chair advised the meeting that the Owners Corporation have an obligation to comply with the Occupational Health and Safety Act 2004 and that the Owners Corporation should engage a building consultant to undertake an audit of the property to determine if there is an obligation under the legislation and if so the appropriate manner of discharging the obligation. The Manager proposed the engagement of an appropriate company to conduct an OH&S survey. It was resolved that the OC will source costings from suitably qualified building experts to provide an appropriate OH&S survey and provide these to the committee for instruction prior to proceeding.
Essential Safety Measures	The Chair advised that the Owners Corporation have an obligation to comply with the Essential Safety Measures obligations of the Building Act 1993 and the Building Regulations 2006. LinkFire are engaged to maintain the fire and essential services and complete the annual ESM audit.
General Business	The following matters of general business were discussed: <u>Cladding Replacement Project</u> Ivan Embrechts of TSA Project management, and Brett Chalmers of Merkon provided those present with an update of the progress of the cladding replacement project. It was noted that the practical completion date is expected to be at the end of Q1 2024 (March). The process for reporting and documenting any resultant damage issues generated during the course of current project activities was outlined by Brett. It was confirmed that an inspection register is being maintained by Merkon for these issues to be addressed at the completion of the external project works. All such issues should be highlighted to Merkon at the earliest opportunity. <u>After Hours Building Emergencies</u> Clarification was provided to the members in relation to the correct process for reporting out of hours building emergencies (common property), which is to contact Tymaline Building Services on 0418 362 023 <u>Owners Committee Update</u> Members of the 2022/2023 owners committee provided a verbal update on activity for the year. Topics covered included the cost saving achieved by retendering for waste disposal services this year, improved security in relation to common CCTV access, ongoing project activity with TSA (weekly meetings) and removal of towing signage based on legal advice – further clarified by Tim Graham.

Budget It was resolved by owners present to accept the proposed budget as circulated with the notice of AGM.

With no further business to discuss, the meeting closed at 7.38pm.

Signed as record of this meeting.



Terry McArthur
Senior Strata Manager
SELECT Strata Communities



Ann Kilpatrick
Owner Lot 224
Meeting Chairperson

CERTIFIED PRACTISING ACCOUNTANTS

1st Floor, 1 Pryor Street, Eltham VIC 3095
Postal Address: PO Box 599, Eltham VIC 3095
Also: PO Box 925, Coolangatta QLD 4225

Principal: Lawrence Pope FCPA

Telephone: 03 9431 4711
Facsimile: 03 9431 6426
Email: lawrence@lawrencepope.com.au

Independent Auditor's Report

To the members of Owners Corporation 629591R ("The Berkeley")

We have audited the accompanying financial report of Owners Corporation 629591R ("The Berkeley"), which comprises the balance sheet as at 31 March 2023, and the income statement, notes comprising a summary of significant accounting policies and other explanatory information to the financial report and the Owners Corporation Committee's declaration.

Auditor's responsibility

Our responsibility is to express an opinion on the financial report based on our audit. We conduct our audit in accordance with Australian Auditing Standards which require us to comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial report is free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial report. The procedures selected depend on the auditor's judgement, including the assessment of the risks of material misstatement of the financial report, whether due to fraud or error.

In making those risk assessments, the auditor considers internal control relevant to the Corporation's preparation and fair presentation of the financial report in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Corporation's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the Committee of Management, as well as evaluating the overall presentation of the financial report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Independence

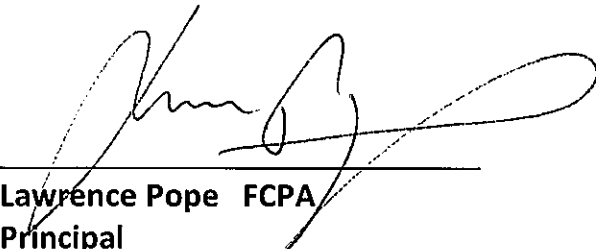
In conducting our audit, we have complied with the applicable independence requirements of the Accounting Professional and Ethical Standards Board.

Auditor's opinion

In our opinion, the financial report presents fairly in accordance with the accounting policies described in Note 1 to the financial statements, the financial position of Owners Corporation 629591R ("The Berkeley") as at 31 March 2023 and the results of its operations for the year then ended.

Basis of Accounting

Without modifying our opinion, we draw attention to Note 1 to the financial report, which describes the basis of accounting. The special purpose financial report has been prepared for the purpose of fulfilling the financial reporting responsibilities under the *Owners Corporation Act 2006*. As a result, the financial report may not be suitable for another purpose.



Lawrence Pope FCPA
Principal

Dated: 11/12/2023

**Owners Corporation
Notification of making, amendment or
revocation of rules
Section 142 Owners Corporation
Act 2006**

OC 27 (12/07)



Lodged by:

Name: David Barton – Kliger Wood Real Estate Pty Ltd

Phone: 03 9670 7777

Address: Level 3, 250 Queen St, Melbourne VIC 3000

Reference:

Customer Code: 5091 Q.

Owners Corporation Number: 629591R Plan number: PS629591R

Supplied with this notification is:

1. The consolidated copy of the rules of the Owners Corporation currently in force.
2. The minutes of the AGM that the special resolution passed on 6th March 2012 under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated: 12/11/2013

Signature or seal of applicant, Australian Legal Practitioner under the Legal Profession Act 2004 or agent.

David Barton, Owners Corporations Manager
Kliger Wood Real Estate Pty Ltd

The common seal of Owners Corporation Number: 629591R

Plan number: PS629591R

was affixed in accordance with

Section 21 of the Owners Corporation Act 2006

in the presence of :

Narelle Barton – Assistant Owners Corporations Manager
Kliger Wood Real Estate Pty Ltd



For current information regarding Owners Corporation, please obtain an Owners Corporation Search

THE BACK OF THIS FORM MUST NOT BE USED
Land Victoria, 570 Bourke Street Melbourne 3000, Phone 8636 - 2010

SPECIAL RULES

THE BERKELEY
18 & 8 BERKELEY STREET, DONCASTER

AK831485D



Definitions

Owners Corporation shall mean the Owners Corporation acting in Annual or Special General Meeting, the Committee of Management of the Owners Corporation for the time being or the Managing Agent of the Owners Corporation or the Building Manager acting on authority from the Committee of Management, as the context so allows.

Building Manager shall mean the Resident Building Manager appointed by the Owners Corporation from time to time (if any).

Committee shall mean the Committee of Management of the Owners Corporation for the time being appointed by the members in Annual or Special General meeting.

Common Property shall mean all the common property of the Owners Corporation.

Managing Agent shall mean the Managing Agent appointed by the Owners Corporation from time to time (if any).

Section A – Use of Common Property and Lots

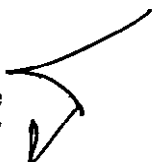
Use

A member must not, and must ensure that the occupier of a member's unit ("lot") does not :-

1. use the Common Property or the common facilities or permit the common property or the common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors;
2. use or permit to be used any part of the member's accessory unit or units ("car parks") otherwise than for the purpose of parking a motor vehicle or use or occupy any other car park without the prior written consent of the Owners Corporation;
3. use or permit any lot, the Common Property, or common facilities, to be used for any purpose which may be illegal or injurious to the reputation of the Building development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier;
4. use the common property or permit it to be used in a manner that is likely to cause damage or deterioration to the Common Property;
5. An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property
6. An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
7. An approval under rule (6) may state a period for which the approval is granted.
8. A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.
9. 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. This rule does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Parking

10. park or leave a vehicle on the Common Property so as to obstruct a driveway or entrance to a car park or any place other than a parking area specified for such purpose by the Owners Corporation;
11. be liable for any unauthorised parking caused or allowed by the member and all cost and expense of any vehicle improperly parked being towed away at the direction of the Owners Corporation which right is hereby irrevocably provided to the Owners Corporation;



Noise

12. make or permit to be made any undue noise in or about the Common Property or from any lot or make or permit to be made noise from music or machinery or otherwise which may be heard outside the member's lot between the hours of 10.00pm and 8.00am.
13. An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
14. Rule (12 and 13) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

Animals

15. keep or harbour or encourage or permit any animal on the lot or the Common Property after being given notice by the Committee to remove such animal or after the Committee has resolved that the animal is causing a nuisance;
16. feed birds or animals from window sills or balconies of the member's lot or anywhere on the Common Property;
17. If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
18. An owner or occupier of a lot who is keeping an animal that is the subject of a notice under rule (17) must remove that animal.
19. Rules (15) (17) and (18) do not apply to an animal that assists a person with an impairment or disability.

Garbage

20. store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Committee or at the direction of the Building/Owners Corporation Manager;
21. ensure that all garbage is contained within plastic garbage bags prior to placement in the garbage chute or bin receptacles;
22. An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

Balconies

23. allow any balcony or open area forming part of a lot to become unkempt or unsightly;
24. display any placard, advertisement or sign in or upon the member's lot or upon the common property unless the Committee first consents in writing and then only in accordance with the terms and conditions specified in such consent and subject to any requirements of the City of Melbourne;
25. hang any clothes or other articles from or on the outside of a member's lot or the common property or on or from any balcony, porch, entrance or landing of a member's lot or the Common Property;
26. use the lot or any part thereof or the common property for the making of any public address or announcement unless consented to in writing by the Committee and then only on the terms and subject to the conditions specified in that consent;
27. install, without the written permission of the Committee approval any awnings or other outside fittings on the member's lot or on the exterior of the building;
28. place any items on any balcony or common property other than outdoor tables, chairs or pot plants of a style consistent with the amenity of the building and properly secured or after the Committee has resolved that any item is causing an nuisance;

Alterations

29. without the prior consent in writing of the Committee and then only on the terms and subject to the conditions specified in that consent or approval :-
 - a) make or permit to be made any alterations or additions whether of structural or otherwise to the exterior of the lot and/or any accessory unit or any part thereof,
 - b) erect a wrought iron door or security door or flywire door to the lot balcony entrance or fit any canvas blind curtain or other awning on the outside of any window,

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- c) make or permit to be made any structural alterations or additions to the interior of the lot or any part thereof, or
- d) make any alteration to the painting or the decoration of the exterior of the member's lot.

Television Interference

- 30. use or suffer or permit to be used on or in the lot any machine equipment or instrument which may cause interference with wireless or television reception by any person or persons for the time being occupying any of the lots unless such machine equipment or instrument is effectively fitted with a device which prevents such interference with wireless or television reception;

Damage Common Property & Storage

- 31. misuse, damage, deface or interfere with the use or enjoyment of or obstruct or permit to be damaged or defaced or obstructed any entrance, passage, stairway, lift, entrance, lobby, landing, driveway, pathway, BBQ, pool area or any other part of the Common Property or use the same for any purpose other than the purpose for which they are provided or properly available;
- 32. store or permit to be stored on any part of the Common Property any materials or goods or place any television or wireless aerial or hot water storage tank on the Common Property unless the Committee first consents thereto in writing and then only on the terms and subject to the conditions as specified in that consent;
- 33. unless employed by the Committee for the purpose of installing rectifying or maintaining the same enter into any plant room, machine housing, wash disposal room, electricity or gas room, lift machinery room, or adjust or cause adjustment to any thermostat, water control, electricity, gas or heating and or cooling controls in or on the common property without the consent of the Owners Corporation;
- 34. An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- 35. 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.
- 36. An approval under Rule (34) or (35) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- 37. 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.
- 38. The owner or person referred to in Rule (37) must keep any device, screen or barrier installed in good order and repair.

Security

- 39. without the prior consent and approval of the Building/Owners Corporation Manager (as to the time or times and means of use) use the lifts for delivery or removal of goods without using lift covers and otherwise other than as directed by the Building/Owners Corporation Manager;
- 40. leave external building doors insecurely or not closed after exit/entry to the building;
- 41. leave doors to basement car parks and garage gates open at any times after exit/entry;
- 42. under any circumstances allow entry to unknown visitors;
- 43. prop, wedge or otherwise prevent closure of any security/perimeter doors for furniture movements etc, without approval of the Building/Owners Corporation Manager;

Keys

- 44. obtain keys without payment of a deposit of an amount determined by the Committee from time to time;
- 45. acquire additional keys for security doors other than from the Building/Owners Corporation Manager and not abide at all times by any further rules relating to security of the Building as hereinafter set out;
- 46. obtain extra keys without payment of the same deposit and surcharge and upon conditions as determined by the Committee;

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47. fail to report lost keys to the Building/Owners Corporation Manager;
48. be responsible for allocated keys safe keeping and be responsible for any costs involved with regard to replacement of keys and notify the Building/Owners Corporation Manager of any malfunction of doors/gates;

Sub-Let Car Space

49. sub-let car park spaces to non-residents or provide keys to non-residents without the consent in writing of the Committee or the Owners Corporation;

Section B - A member or any occupier or resident of a lot shall;

Pool

50. only use the pool area of the Common Property in the standard hours as displayed at the pool or from 8.00am to 10.00pm each day and such other times as determined by the Committee from time to time;
51. provide adult supervision at all times during the use of pool areas by children under the age of twelve years;
52. use only metallic and plastic utensils in the pool areas;
53. use suitable foot wear when leaving the pool area;

Cost of Works

54. be responsible for any additional work to any of the Common Property as a direct or indirect result of the use of Common Property by such member, tenant, occupier or resident and shall be liable for all additional costs incurred thereby;

Moving In & Out

55. move in and out as directed by the Building/Owners Corporation Manager and supervise activities of removalists, maintain security standards and ensure the use of protective materials (obtainable from the Building/Owners Corporation Manager) when moving furniture in and out;
56. ensure the Building/Owners Corporation Manager's presence, or approval of arrangements when moving in or out and otherwise not comply with all conditions as determined by the Committee or the Building/Owners Corporation Manager from time to time in respect to moving furniture and other items in or out of the Building;
57. move in or out of the Building only at such time or times as approved by the Committee or with approval or the Building/Owners Corporation Manager and when so doing or when carrying large items in the lift hang protective covers to the lift interior before moving furniture in or out of the building;
58. comply with all directions of the Building/Owners Corporation Manager or any Committee member in respect to moving in and out of the Building;
59. be responsible for any additional work required to the lift directly or indirectly caused by that member or occupier or resident of a lot and shall be liable for all additional costs incurred;
60. move furniture via the basements only and not up the stairs to the common property and at all times act in accordance with any directions of any Committee member or the Building/Owners Corporation Manager;

Maintenance

61.
 - a) maintain the members lot and maintain in good repair and working order and keep clear all sanitary and sewerage and other apparatus and equipment wholly within the lot used for the supply of electricity, water, hot water, gas, all wires within the lot or on the common property used in connection with wireless or television reception which serve exclusively the lot, all sewers, drains, tubes, pipes, ducts and wires which are wholly within and terminate in and service unit and any tank, cistern, wireless aerial or television antenna, lifts, heating and cooling apparatus now on or which may hereafter be installed on the Common Property and any sewers, drains, tubes, pipes, ducts or wires used in connection therewith on the Common Property which service exclusively the lot and pay for the renewal repair or reinstatement thereof.
 - b) report to the Building/Owners Corporation Manager any accidents to or failure of any services which affects the use and enjoyment of such services by owners and occupiers of units in the building of the Common Property;
 - c) keep the passageway outside the lot clean and clear any item or rubbish;

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- d) when leasing the member's lot make it condition of the lease or the tenancy that the lessee or tenant shall comply with the Rules of the Owners Corporation and the Subdivision Act 1988 the Subdivision (Owners Corporation) Regulations 1989 and the Owners Corporations Act 2006;
- e) use the lift in the building at own risk and responsibility and use the same in a careful manner and make good any damage caused as a result of use of the lifts for delivery or removal of goods by the manner or the lessee or tenant;
- f) accompany the member's visitors whilst they are in the building or using the Common Property or facilities or ensure that they are so accompanied by the member's lessee or tenant.

Section E - General

- 62. Each member hereby agrees with the Committee to be liable for all costs, charges and expenses incurred by the Owners Corporation in the repair, restoration or of any work required in respect to the common property as a result of any damage to or interference with the Common Property caused or allowed by the member or any lease or tenant of their lot and for all costs associated with enforcement of these Rules (including without limiting the foregoing tow away liability and costs of tow away of unauthorised parked cars) on a joint and several liability basis.
- 63. The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- 64. If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier
- 65. Rule (64) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.
- 66. An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.
- 67. An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.
- 68. Dispute Resolution: -
 - (a) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
 - (b) The party making the complaint must prepare a written statement in the approved form.
 - (c) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
 - (d) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
 - (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
 - (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
 - (g) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the **Owners Corporations Act 2006**.
 - (h) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.



True and correct copy of the rules adopted by Special Resolution at the Annual General Meeting passed on 6th March 2012.

*David Barton
Owners Corporations Manager
Kliger Wood Real Estate.*

[Signature]
2/12/13

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

SCHEDULE OF CONTRACTS, LEASES & LICENSES

Owners Corporation: PS629591R

Address: The Berkeley, 8-18, Berkeley Street, Doncaster, VIC 3108

S. No.	Item	Company
Contracts		
1.	Caretaking	Ringwood Property Services
2.	Lift Maintenance	KONE Elevators
3.	Waste Management	JJ Richards
4.	Essential Safety Measures/Fire systems maintenance	Link Fire
License Agreements		
(a)	Car space 18A (from visitor parking to Lot 410 private space) 99 Years	
(b)	Car space 50 (from Lot 410 private space to visitor parking) 99 Years	

One-off engagements under funding from Cladding Safety Victoria (CSV) for replacement of combustible cladding (Note: CSV's funding is subject to their terms & conditions):

S. No.	Item	Company
1.	Funding Agreement for replacement of combustible cladding	CSV
2.	Project Management for replacement of combustible cladding	TSA
3.	Replacement of combustible cladding contractor	Merkon

In addition to the above, the OC has an agreement with Lannock in relation to strata drawdown loan that it has obtained as outlined in the OC certificate.

For and on behalf of PS629591R – The Berkeley

Victorian Statewide Cladding Audit

FORM 11

Regulation 180

Building Act 1993

Building Regulations 2018

BUILDING NOTICE

This building notice is served under section 106 of the **Building Act 1993**.

TO THE OWNERS:

- (a) Owners Corporation 1 Plan No PS629591R,
Access Strata Management Pty Ltd
6 McGlone Street,
Mitcham, VIC 3132; and
- (b) each and every owner of property at 14-16 Berkeley Street, Doncaster, VIC 3108 (known as 8 Berkeley Street, Doncaster, VIC 3108)

CC: The Owners Corporation Manager
Access Strata Management Pty Ltd
6 McGlone Street,
Mitcham, VIC 3132

FROM:

Pursuant to Section 190 of the *Building Act 1993* (Vic) (**Act**), the Victorian Building Authority (**VBA**) was declared to perform the functions of the municipal building surveyor (**MBS**) for the building and land located at 14-16 Berkeley Street, Doncaster, VIC 3108 (known as 8 Berkeley Street, Doncaster, VIC 3108) (**Building**) by way of a Ministerial Declaration dated 17 February 2019, published in Victorian Government Special Gazette No. S 19 of 2019.

I am a delegate of the VBA, duly authorized to perform MBS functions on its behalf.

As such, under Division 2 of Part 8 of the Act, I am authorised to cause a building notice to be served on you, as owners of the Building to which this notice applies.

INSPECTION DETAILS:

The date and time of an inspection relied on by myself in discharging MBS functions on behalf of the VBA for the purpose of this notice, and the name and qualifications of the person or persons who conducted the inspection, are as follows:

Time of inspection: Commenced 10:00am

Date of inspection: 17 June 2019

Name of person/persons: Peter Clark

Qualification(s) of person/persons: Building Surveyor - Unlimited

Building practitioner registration no. of person/persons: BS-U 1252

REASON(S) WHY THIS NOTICE WAS SERVED:

In accordance with Section 106(d) of the **Building Act 1993**, I am of the opinion that the following circumstances exist:

Danger to life, safety or health from building

The building is a danger to the life, safety or health of any member of the public or of any person using the building or to any property, in that combustible material (i.e. Aluminium Composite Panel (ACP), Expanded Polystyrene (EPS) and Timber) is attached to the external walls of the building, which can promote the spread of fire on or within the building and may compromise the means of egress for the occupants and/or the public or any person using the building in the event of a fire.

SHOW CAUSE PROCESS:

Under section 108 of the **Building Act 1993**, you are required to show cause **on or before 5 pm on 6th November 2019**, why you should not be required to:

- Remove all combustible material (Aluminium Composite Panel (ACP), Expanded Polystyrene (EPS) and Timber) attached to the external walls of the building, ensuring that any required fire ratings for the walls are provided and that any insulation present is non-combustible, and replace with products compliant with Part C1.9 of the National Construction Code 2019 Amendment 1 – Volume One, which applies in Victoria by virtue of regulation 10 of the *Building Regulations 2018*.

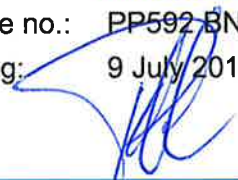
Specified period for making representations:

Representations must be **submitted no later than 5pm on 6th November 2019**.

Specified manner for making representations:

Representations made in response to the matters contained in this notice must be made in writing, preferably via email containing the following in the subject: Representations in response to Building Notice No. PP592 BN 01/19

BUILDING NOTICE SERVED BY:

Name: Peter Clark
Duly authorized delegate of the Victorian Building Authority,
performing MBS functions on its behalf
Address: 733 Bourke Street, Docklands, VIC 3008
Email: mbs@vba.vic.gov.au
Building Notice no.: PP592 BN 01/19
Date of making: 9 July 2019
Signature: 

BERKELEY APARTMENTS
OC PS 629591R
Communication to Lot Owners
April 2024

Dear Lot Owner,

We write to update you on several matters of concern involving our Owners Corporation.

1. Legacy of the outgoing 2022/2023 Committee

The current Committee for 2023/2024, elected at the 2023 AGM in December 2023 was formally resolved by interim resolution on January 11, 2024.

Shortly after this, following the careful and methodical checking of the OC accounts by some of the new committee members, the legacy of the outgoing committee was clearly evident.

In a nutshell, the OC Administrative/Maintenance Funds were in a critical state with an account balance as at 31/12/2023 of **\$66,315.79** and two outstanding MERKON invoices (for November and December) for OC Latent Defects works totalling **\$360,058.60**.

Further to this, the outgoing committee, on June 13, 2023, signed the LANNOCK Strata Finance Multi-Drawdown Facility Agreement for \$1,000,000 and it was discovered by the new committee that the OC already had two drawdowns on this facility totalling **\$496,683.56** at interest rates of 9.65% p.a. and 10.4% p.a. respectively. The first drawdown amount of **\$350,176.30**, actioned in June 2023, was communicated to Lot Owners via the letter from Select Strata Communities dated August 2023. This communication accompanied the first Special Levy for monies required to pay for the OC Latent Defects works. It was stated in this communication:

....at the time of this letter, there has currently been a total of \$350,176.30 borrowed to cover the cost of latent defects on building 18 and the west face wall of building 8. As this amount is close to the CSV required 10% contribution, the owners committee has resolved to **raise a special levy to pay of (sic) this first drawdown to minimise the overall impact of the interest costs.**

Upon review, the OC committee found that the Special Levy monies **were not accounted towards the repayment of the first drawdown amount** and the OC **has been** incurring high interest payments each month since July 2023. It appears that the previous committee did not monitor this, thus allowing Select Strata Communities to place this money into the Administrative Funds and use it to pay for all manner of things outside of its purpose. The 2023/2024 committee has reached out to the previous committee, to discuss this and other matters with them, to gain full clarity on decisions made and processes followed, but to date there has been an unwillingness from them to meet with the new committee.

2. Change of OC Management Company

On Tuesday, 5th March 2024, the Contract of Appointment of Select Strata Communities was terminated effective immediately due to blatantly not carrying out an instruction given by the committee and for the misappropriation of OC Funds.

With the appointment of the new OC Management Company, **Strata Angels**, we can all look forward to a more positive and productive partnership and ultimate professionalism from them in carrying out all requirements of our OC matters.

3. CSV Cladding Rectification Project

We are pleased to inform you that replacement of combustible cladding work has been completed by the appointed builder (MERKON), and the project has now entered the **defect liability period**. The defect liability period is 12 months long and is due to conclude in April/May 2025.

During this period, any defects or outstanding issues, related to the cladding works/latent defects works may be reported. The builder (MERKON) will need to rectify any outstanding defects, touch-ups, or repairs required from defects that occurred as a result of the cladding replacement/latent defects works.

It is requested that owners and residents report any outstanding issues for their apartment or balcony areas, preferably with a description of the issue and photographs, directly to the Independent Project Manager, Ivan Embrechts, at: ivan.embrechts@tsamgt.com

Inspections may be required for individual apartments for these outstanding issues. Residents will be contacted by the Independent Project Manager in advance of any internal access requirements for an inspection.

4. Interim Special Levy 2

This communication is accompanying the Notice of Interim Special Levy 2, noted as “future Funding Requirements” in the August 2023 committee update, for your contribution to the amount of \$450,000.00. This was resolved at the OC Committee Meeting held 18 March 2024 and adjusted amount resolved at OC Committee Meeting held 3 April 2024. This amount is being raised currently to cover the following OC commitments:

- Final payments to MERKON for OC Latent Defects work: approximately \$153,000.00
- Paying out the LANNOCK Loan #2 Drawdown: approximately \$140,000.00
- Six months coverage of the interest payments on #1 and #3 Drawdowns: approximately \$70,000.00
- Reimbursement to Administrative Funds for payments of other elements to do with the OC Latent Defects works: approximately \$77,000.00

It is estimated that after the above-mentioned Interim Special Levy has been received in the OC’s account, the approximate loan outstanding amount would be \$850,000 for which a third Special Levy will be required. The OC committee shall advise on this in due course.

5. Arrears

Lastly, it is important to note that as per the records received from the previous OC Manager, there are arrears of **\$282,000.00**. This amount is of grave concern to the new OC Managers and reflects yet again, poorly on Select Strata Communities and their contractual obligations to the OC in managing the arrears particularly when the OC Funds were vulnerable. Arrears are clearly stated on the Fee Notices that you have received. You are reminded that it is a legal obligation for all Lot Owners to make their payments by the due date, after which debt recovery actions will be initiated.

Thanking you in anticipation of your continued support.



Ann Kilpatrick
Chairperson
On behalf of 2023/2024 Committee



TSA Management (VIC) Pty Limited
ABN 32 165 983 586
Level 13, 500 Collins Street
Melbourne VIC 3000
+61 3 9944 1400
hello@tsamgt.com
www.tsamgt.com

Annexure Part I
Annexure to the Australian Standard General
conditions of contract for design and construct
(AS4300-1995)

Part I

Form of Certificate of Practical Completion

Certificate of Practical Completion

From:

Name	TSA Management
ABN	32 165 983 586
ACN	099 000 272
Short form name	Superintendent
Notice details	Level 13, 500 Collins Street, Melbourne, VIC 3000

To:

Name	Owners Corporation of 8 - 18 Berkeley St, Doncaster, VIC 3108 on Plan No. PS629591R
ABN	67 420 412 589
Short form name	Principal
Notice details	8-18 Berkeley St, Doncaster, VIC 3108

Name	Merkon Constructions Pty Ltd
ABN	45 006 587 319
ACN	006 587 319
Short form name	Contractor
Notice details	Ground Floor, 479 Warrigal Road, Moorabbin, VIC 3189

Contract **B290-291 8 - 18 Berkeley St, Doncaster, VIC 3108**

Words and phrases defined in the Contract have the same meaning in this Certificate of Practical Completion as they have in the Contract.

- 1. Certificate**
Under Clause 42.3 of the Contract entered into between the Principal and the Contractor, the Superintendent certifies that Practical Completion for the CSV Cladding Scope of Works at 8-18 Berkeley St, Doncaster was reached on 12th June 2024.
- 2. No relief**
This certificate does not relieve the Contractor of its obligation to execute the Works in accordance with the Contract.

Superintendent

Date of issue: 21/06/2024



Ivan Embrechts
Senior Project Manager, TSA Management (Vic) Pty Ltd

Attachments:

- Certificate of Final Inspection, as issued by Akritidis Group Building Consultants
- Maintenance Determination, as attached to the Certificate of Final Inspection noted above.

FORM 17

Regulation 200

Building Act 1993

Building Regulations 2018

CERTIFICATE OF FINAL INSPECTION

For Building Permit No. BS-U 38500/3760608193816

Date Issue: 12/06/2024

Property Details

Number 8-18	Street/Road Berkeley Street	Suburb Doncaster	Postcode 3108
Lot/s Common Property 1	LP/PS 629591R	Volume 11336	Folio 574
Crown allotment -	Section No. -	Parish Bulleen	County -
Municipal District Manningham City Council			

Building permit details

Building permit number: BS-U 38500/3760608193816

Version of BCA applicable to building permit: BCA 2019 Amendment 1

Description of building work

External wall upgrade works limited to secondary non-load bearing framework i.e. top hats, Z angles, sarking, cavity insulation, fire rating of external walls from the external side only and cladding's

Part of building to which permit applies	Permitted use	BCA Class of building
Ground - Level 5	Residential Apartments (Existing)	2 (Existing)

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
External wall	To permit external wall thermal rating in accordance with BCA requirements applicable at the time of building construction.

Performance solution

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

Relevant performance requirement	Details of performance solution
FP1.4	To permit external walls to comprise Hebel Power Panel external wall cladding.
FP1.4	To permit the external walls including ancillary elements to comprise MondoClad solid aluminium external wall cladding.
FP1.4	To permit external walls to comprise James Hardie Scyon Axon external wall cladding.

Maintenance determination

A maintenance determination is required to be prepared in accordance with regulation 215 of the Building Regulations 2018

Conditions

1. Essential safety measures to be maintained in accordance with the essential safety measures listed on the building occupancy permit/s.

Directions to fix building work

All directions to fix building work under Part 4 of the Building Act 1993 have been complied with.

Relevant building surveyor:

Name: Joseph Kairouz

Address: Suite 3.03, 20 Atherton Road, Oakleigh 3166

Email: admin@agbc.com.au

Building practitioner registration no.: BS-U 38500

Municipal district name: Manningham City Council

Certificate no.: BS-U 38500/3760608193816

Date of issue: 12 June 2024

Date of Inspection: 24 April 2024

Signature:

**Notes**

Note 1 Liability limited by a scheme approved under Professional Standards Legislation.

Building Act 1993
Building Regulations 2018
MAINTENANCE DETERMINATION
Regulation 215

Building/s or part of building or place <i>(List name and address of buildings/parts below)</i>	Description of use of the building or part of building or place	Classification under the National Construction Code <i>(Note: the classification should be consistent with any current occupancy permit for the building).</i>
8-18 Berkeley Street, Doncaster, Vic, 3108	Residential Apartments and Carpark (Existing)	2 and 7a (Existing)

This determination has been issued because the Essential Safety Measures (ESM) listed below have been required to be provided or altered in the above building or place by (delete whichever does not apply):

Building permit no.: BS-U 38500/3760608193816 dated: 7/11/2022 for which there is a Certificate of Final Inspection no. BS-U 38500/3760608193816 issued 12/06/2024.

Building Order dated: Not applicable

Emergency Order dated: Not applicable

Regulation 216 of the Building Regulations 2018 requires that the owner of the building or place must ensure that each ESM listed below:

- (a) performs at the level to fulfil its purpose as specified below; and
- (b) is inspected, tested and maintained in accordance with the requirements specified below.

Essential safety measures required to be provided in the building or place of public entertainment	Provision of the Building Regulations 2018 applicable to installation and operation of essential safety measure	The level of performance that each essential safety measure must achieve to fulfil its purpose	The frequency and type of maintenance required for each essential safety measure	The frequency and type of testing and inspections required for each essential safety measure
Building Fire Integrity				
Building elements required to satisfy prescribed fire resistance levels	Section C, D1.12	CP1 to CP8	Yearly	As per AS 1851-2012
Elements required to be non-combustible, provide fire protection, compartmentation or separation	C1.1 Inter-Alia Specification C1.1, C1.9, C1.14, C2.5 to C2.14, C3.3, C3.11, D1.7, D1.8, E1.3, G3.4 & Spec E2.2b	CP1 to CP8, DP5, DP7 & EP2.2	Yearly	Inspection for damage, deterioration, or unauthorised alteration

Signed:



Print Name: Joseph Kairouz

Building Practitioner Registration: BS-U 38500

Date: 13/06/2024

Notes

Note 1 Liability limited by a scheme approved under Professional Standards Legislation.

OBrien Real Estate Blackburn

98 South Parade,
Blackburn, VIC 3130

P: 03 9894 2044

E:

blackburn@obrienrealestate.com.au

ABN: 91 321 778 290



OBrien Real Estate

Residential Rental Agreement

for

115/8 Berkeley Street, Doncaster VIC 3108

This agreement is between **Zhenyu Sang**
and **Stuart Ladner, Martine Boag**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

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

1. Date of agreement

This is the date the agreement is signed

Wed 12/06/2024

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

115/8 Berkeley Street, Doncaster VICPostcode 3108

3. Rental provider details

Full name or company name of rental providerZhenyu Sang

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 nameOBrien Real Estate Blackburn

Address98 South Parade, Blackburn, VICPostcode 3130

Phone number03 9894 2044

ACN (if applicable)006 221 183

Email addressblackburn@obrienrealestate.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**

Stuart Ladner

Current Address:

115/8 Berkeley St, Doncaster VIC 3108

Postcode

Phone number:

0408 003 053

Email:

stuartladner@hotmail.com

Full name of **renter 2**

Martine Boag

Current Address:

115/8 Berkeley St, Doncaster VIC 3108

Postcode

Phone number:

0431 080 055

Email:

tines75@icloud.com

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

Fri 14/06/2024

End date

Fri 13/06/2025

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



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)	2303.00
To be paid per	☐ week ☐ fortnight ☒ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	14th day of each month
Date first rent payment due	Fri 14/06/2024

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(\$)	2303
Date bond payment due	Wed 12/06/2024

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

Allira Fairlam: allira.fairlam@obrienrealestate.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

Stuart Ladner: stuartladner@hotmail.com

☐ No

Renter 2

☒ Yes

Martine Boag: tines75@icloud.com

☐ 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

O'Brien 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 professionally cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

☐ No

☒ Yes

13. Condition report

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

(rental provider to tick as appropriate)

☐ The condition report has been provided

☒ The condition report will be provided to the renter on or before the date the agreement starts

14 Electrical safety activities

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

15 Gas safety activities

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

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

16 Smoke alarm safety activities

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

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

17 Swimming pool barrier safety activities

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

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

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

18 Relocatable pool safety activities

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

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

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

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

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

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.

31. Additional terms (if any)

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

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

32. Residential Tenancy Database

In accord with Section 439 (1) 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 specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

41. Rental Provider Termination

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

42. Lost Keys

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. 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 provide 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 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. *Stuart Ladner viewed and acknowledged at Wed, 12/06/2024 13:56 from device: Windows 10 Other Chrome 125.0.0*
2. *Martine Boag viewed and acknowledged at Wed, 12/06/2024 19:04 from device: Windows 10 Other Chrome 125.0.0*

Property Disclosures

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

Embedded Electricity Network

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

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

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

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

☐ Yes ☒ No

Comments

-

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

-

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. *Stuart Ladner viewed and acknowledged at Wed, 12/06/2024 13:56 from device: Windows 10 Other Chrome 125.0.0*
2. *Martine Boag viewed and acknowledged at Wed, 12/06/2024 19:06 from device: Windows 10 Other Chrome 125.0.0*

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 (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- 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 : **Zhenyu Sang**

Zhenyu Sang

Signed at Wed, 12/06/2024 22:45 , from device: Mac OS X 10.15.7 Mac Safari 17.5

Renter(s)

Renter 1: **Stuart Ladner**

Stuart Ladner

Signed at Wed, 12/06/2024 13:56 , from device: Windows 10 Other Chrome 125.0.0

Renter 2: **Martine Boag**

Martine Boag

Signed at Wed, 12/06/2024 19:07 , from device: Windows 10 Other Chrome 125.0.0

AUDIT TRAIL

Stuart Ladner (Renter)

- Wed, 12/06/2024 13:50 - Stuart Ladner clicked 'start' button to view the Residential Rental Agreement (*Windows 10 Other Chrome 125.0.0, IP: 220.235.250.171*)
- Wed, 12/06/2024 13:56 - Stuart Ladner stamped saved signature the Residential Rental Agreement (*Windows 10 Other Chrome 125.0.0, IP: 220.235.250.171*)
- Wed, 12/06/2024 13:58 - Stuart Ladner submitted the Residential Rental Agreement (*Windows 10 Other Chrome 125.0.0, IP: 220.235.250.171*)

Martine Boag (Renter)

- Wed, 12/06/2024 18:51 - Martine Boag clicked 'start' button to view the Residential Rental Agreement (*Windows 10 Other Chrome 125.0.0, IP: 123.51.78.142*)
- Wed, 12/06/2024 19:07 - Martine Boag stamped saved signature the Residential Rental Agreement (*Windows 10 Other Chrome 125.0.0, IP: 123.51.78.142*)

Wed, 12/06/2024 19:07 - Martine Boag submitted the Residential Rental Agreement (*Windows 10 Other Chrome 125.0.0, IP: 123.51.78.142*)

Zhenyu Sang (Rental Provider)

Wed, 12/06/2024 22:43 - Zhenyu Sang clicked 'start' button to view the Residential Rental Agreement

Wed, 12/06/2024 22:45 - Zhenyu Sang stamped saved signature the Residential Rental Agreement

Wed, 12/06/2024 22:45 - Zhenyu Sang submitted the Residential Rental Agreement

AGREEMENT END

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 126 PS629591

LOCAL GOVERNMENT (COUNCIL)

Manningham

LEGAL DESCRIPTION

126 \ PS629591

COUNCIL PROPERTY NUMBER

772488

LAND SIZE

5,056m² Approx

ORIENTATION

South

FRONTAGE

159.75m Approx

ZONES

ACZ - Activity Centre Zone - Schedule 1

OVERLAYS

DCPO - Development Contributions Plan Overlay - Schedule 1
PO - Parking Overlay - Precinct 1

PropTrack Property Data

Unit

 2  2  1

SALE HISTORY

\$539,000 11/05/2012

State Electorates

LEGISLATIVE COUNCIL

North-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY

Bulleen District

Schools

CLOSEST PRIVATE SCHOOLS

St Gregory the Great School (733 m)
Berengarra School (2022 m)
Ss Peter & Paul's School (2172 m)

CLOSEST PRIMARY SCHOOLS

Doncaster Primary School (135 m)

CLOSEST SECONDARY SCHOOLS

Doncaster Secondary College (786 m)

Burglary Statistics

POSTCODE AVERAGE

1 in 94 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 95 Homes

Council Information - Manningham

PHONE

03 9840 9333 (Manningham)

EMAIL

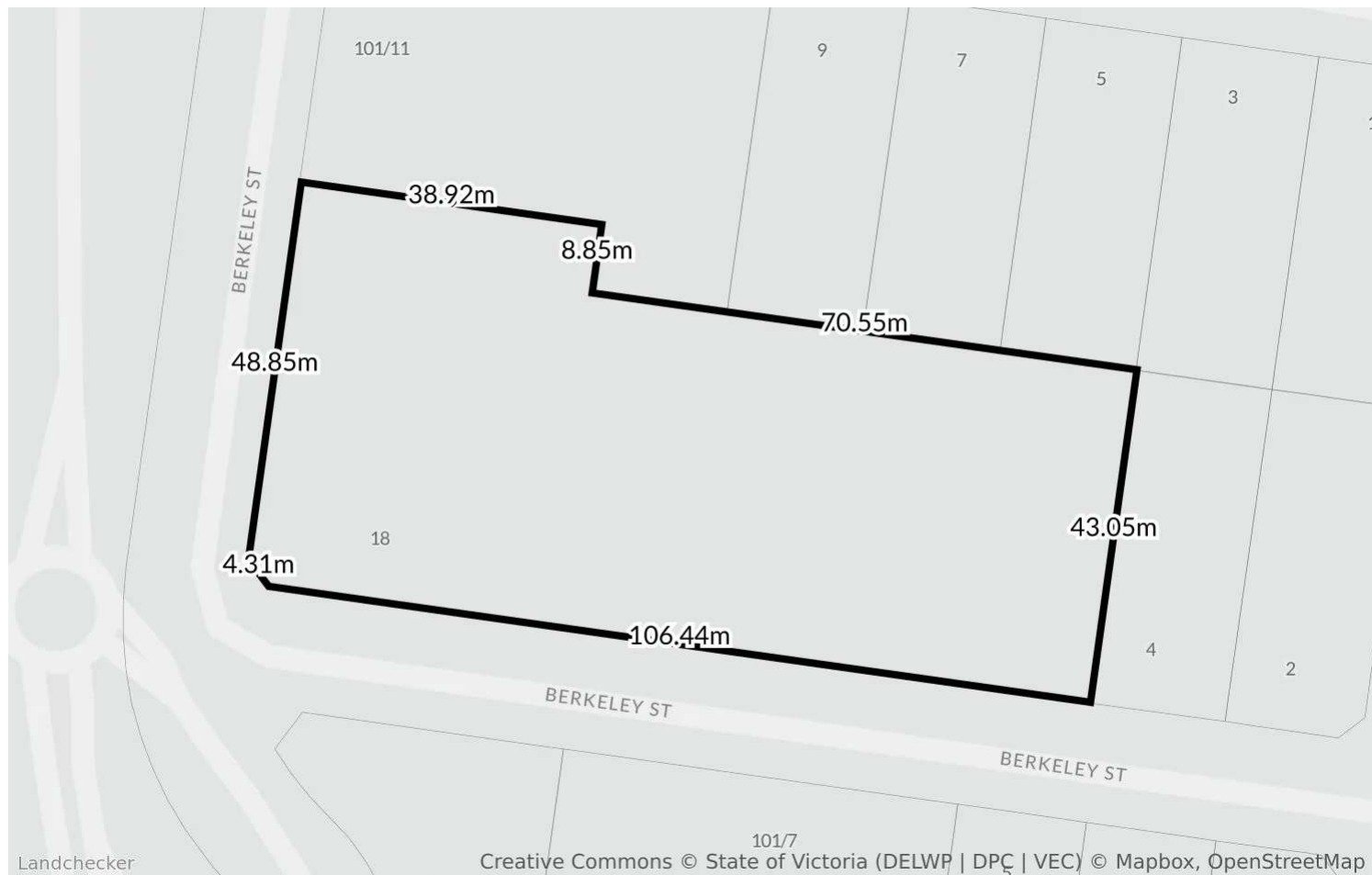
manningham@manningham.vic.gov.au

WEBSITE

<http://www.manningham.vic.gov.au/>

SITE DIMENSIONS

115/8 Berkeley Street, Doncaster Vic 3108



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

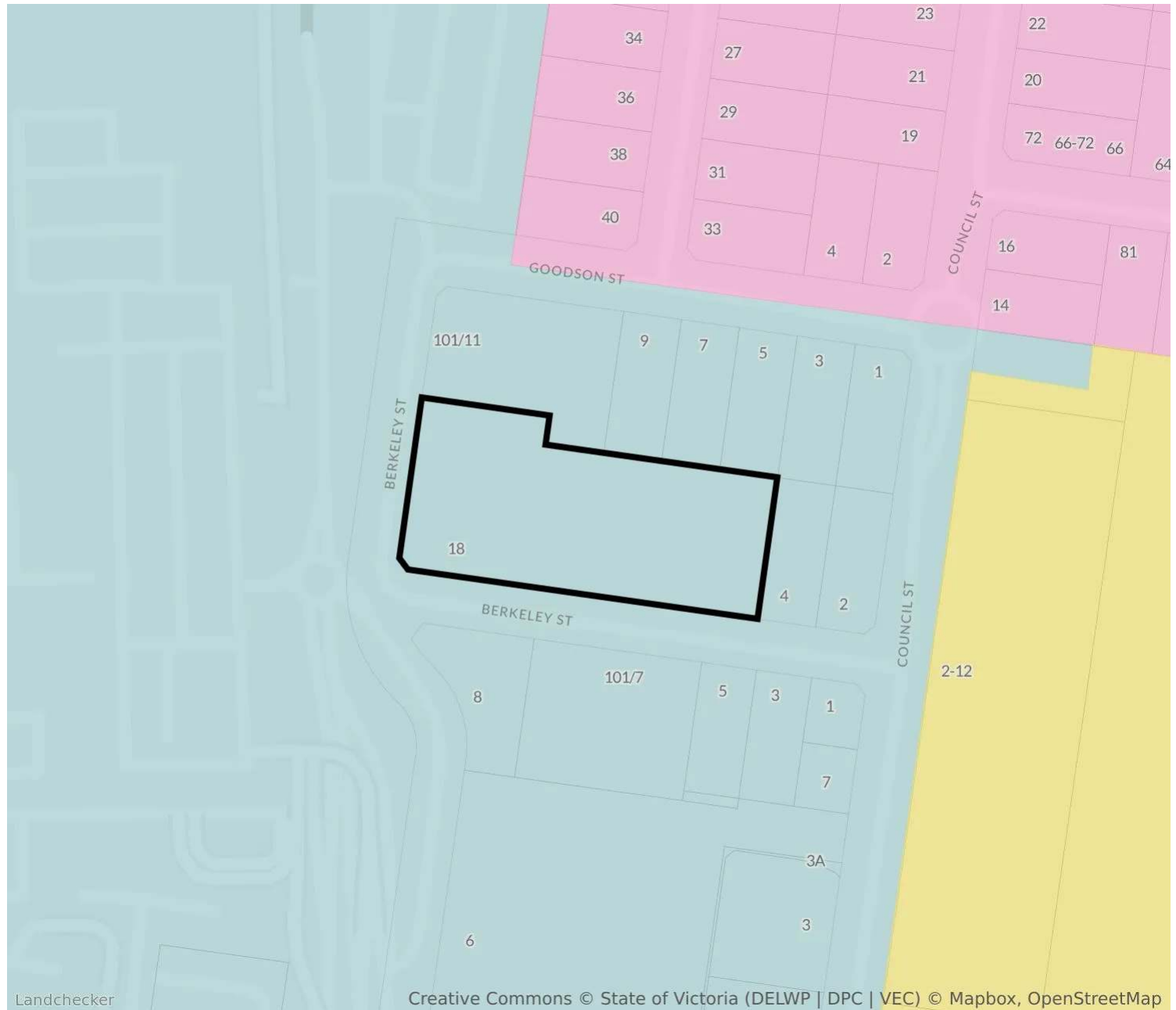
115/8 Berkeley Street, Doncaster Vic 3108

Status	Code	Date	Description
APPROVED	VC262	15/08/2024	Amendment VC262 exempts applications to remove, destroy or lop vegetation that comply if a fire prevention notice has been issued under the Fire Rescue Victoria Act 1958.
APPROVED	VC255	15/08/2024	Amendment VC255 changes the VPP and 52 planning schemes in Victoria by correcting obvious or technical errors and by making consequential changes to local schedules to align with Amendment VC243 and Amendment VC253.
APPROVED	VC261	01/08/2024	The amendment expands the operation of the existing Development Facilitation Program (DFP) planning provisions that fast-track the assessment of significant economic development by enabling an application for renewable energy facility, utility installation and associated subdivision to be assessed.
APPROVED	VC252	01/08/2024	Amendment VC252 changes the VPP and 64 planning schemes in Victoria by correcting obvious or technical errors and by making consequential changes to local schedules to align with Amendment VC243 and Amendment VC253.
APPROVED	VC259	01/08/2024	The amendment changes the VPP and all planning schemes in Victoria by extending the transitional arrangements for a dependent persons unit for a period of 12 months.
APPROVED	VC253	26/07/2024	Amendment VC253 introduces a new land use term and siting, design and amenity requirements for a small second dwelling into the Victoria Planning Provisions (VPP) and all planning schemes to implement Victorias Housing Statement: The decade ahead 2024–2034 by making it easier to build a small second dwelling.
APPROVED	VC256	20/06/2024	General omnibus amendment

PROPOSED PLANNING SCHEME AMENDMENTS

115/8 Berkeley Street, Doncaster Vic 3108

No proposed planning scheme amendments for this property



ACZ1 – Activity Centre Zone – Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To encourage a mixture of uses and the intensive development of the activity centre:

To support sustainable urban outcomes that maximise the use of infrastructure and public transport.

To deliver a diversity of housing at higher densities to make optimum use of the facilities and services.

To create through good urban design an attractive, pleasant, walkable, safe and stimulating environment.

To facilitate use and development of land in accordance with the Development Framework for the activity centre.

VPP 37.08 Activity Centre Zone

LPP 37.08 Schedule 1 To Clause 37.08 Activity Centre Zone

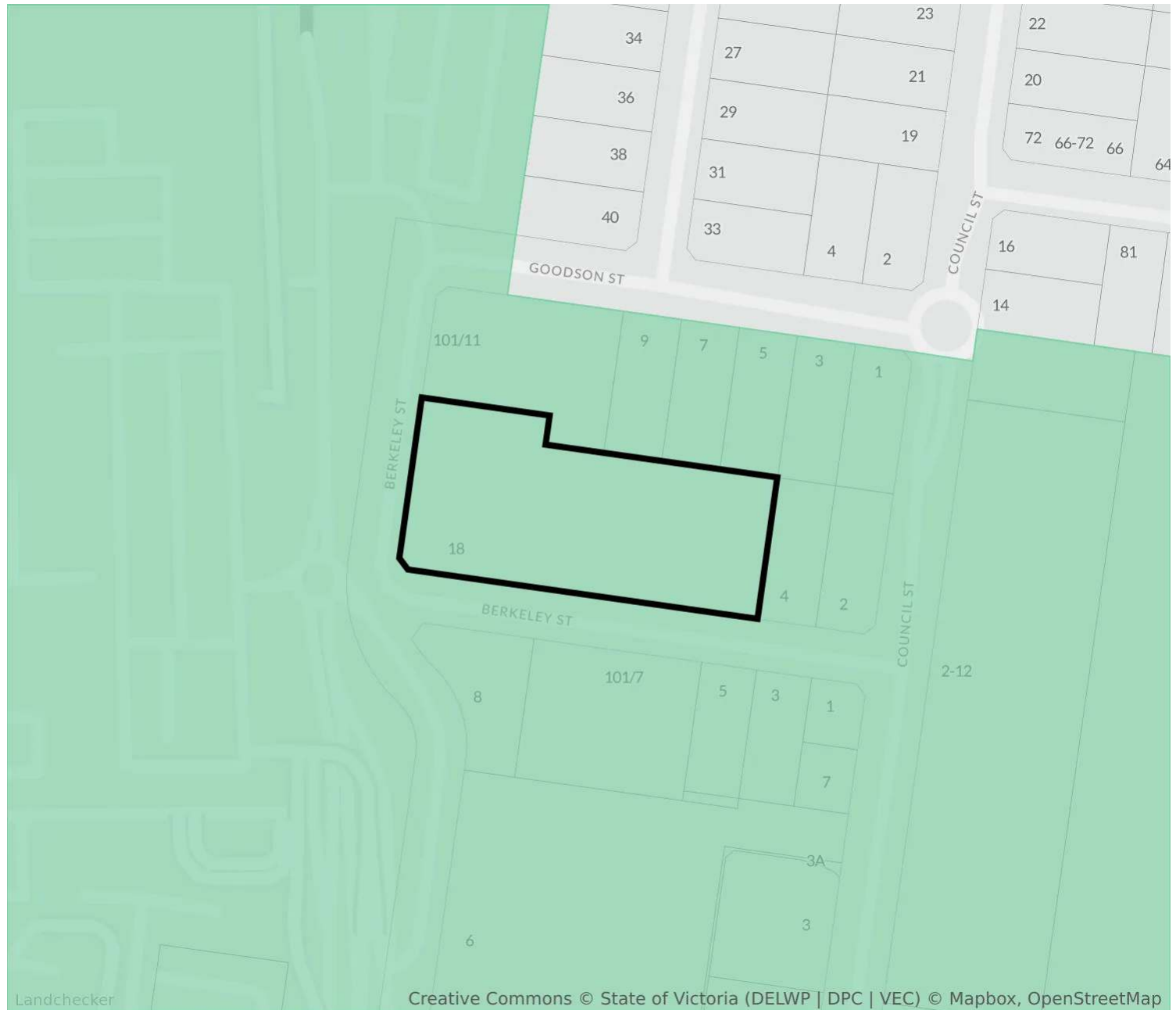
For confirmation and detailed advice about this planning zone, please contact MANNINGHAM council on 03 9840 9333.

Other nearby planning zones

ACZ – Activity Centre Zone

GRZ – General Residential Zone

PUZ – Public Use Zone



DCPO1 - Development Contributions Plan Overlay - Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.

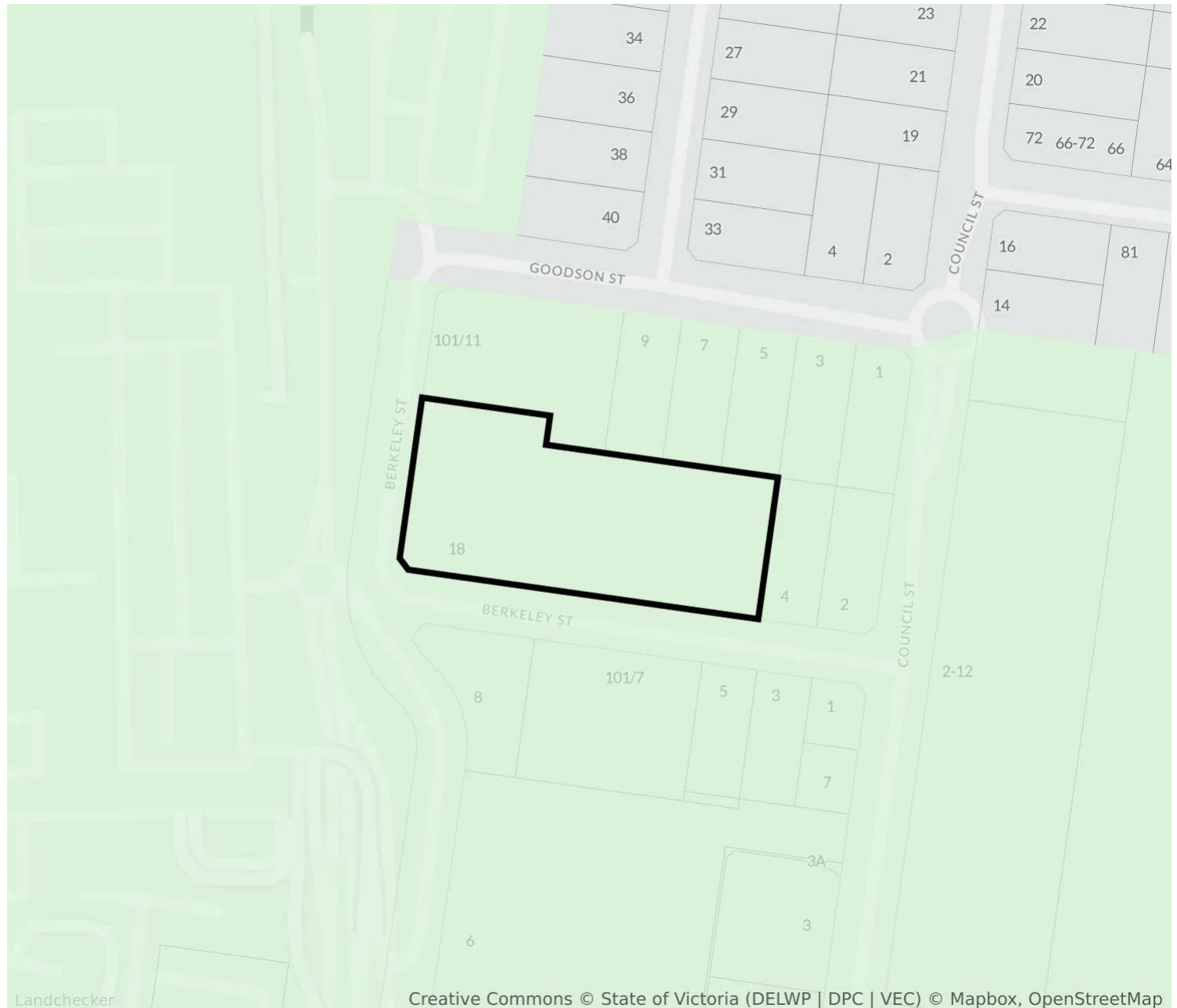
To identify areas which require the preparation of a development contributions plan for the purpose of levying contributions for the provision of works, services and facilities before development can commence.

VPP 45.06 Development Contributions Plan Overlay

The Doncaster Hill Development Contributions Plan, Manningham City Council, February 2005 applies to all land shown as DCPO1 on Planning Scheme Map No. 7DCPO.

LPP 45.06 Schedule 1 To Clause 45.06 Development Contributions Plan Overlay

For confirmation and detailed advice about this planning overlay, please contact MANNINGHAM council on 03 9840 9333.



PO1 - Parking Overlay - Precinct 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To facilitate an appropriate provision of car parking spaces in an area.

To identify areas and uses where local car parking rates apply.

To identify areas where financial contributions are to be made for the provision of shared car parking.

VPP 45.09 Parking Overlay

To identify appropriate car parking rates for various uses within the Doncaster Hill Major Activity Centre. To establish the most efficient way for future expected car parking demands to be accommodated within the Doncaster Hill Major Activity Centre area including the stipulation of suitable car parking requirements for key land uses within the Doncaster Hill Major Activity Centre.

LPP 45.09 Schedule 1 To Clause 45.09 Parking Overlay

For confirmation and detailed advice about this planning overlay, please contact MANNINGHAM council on 03 9840 9333.



DDO - Design And Development Overlay

DPO - Development Plan Overlay

HO - Heritage Overlay

For confirmation and detailed advice about this planning overlay, please contact MANNINGHAM council on 03 9840 9333.



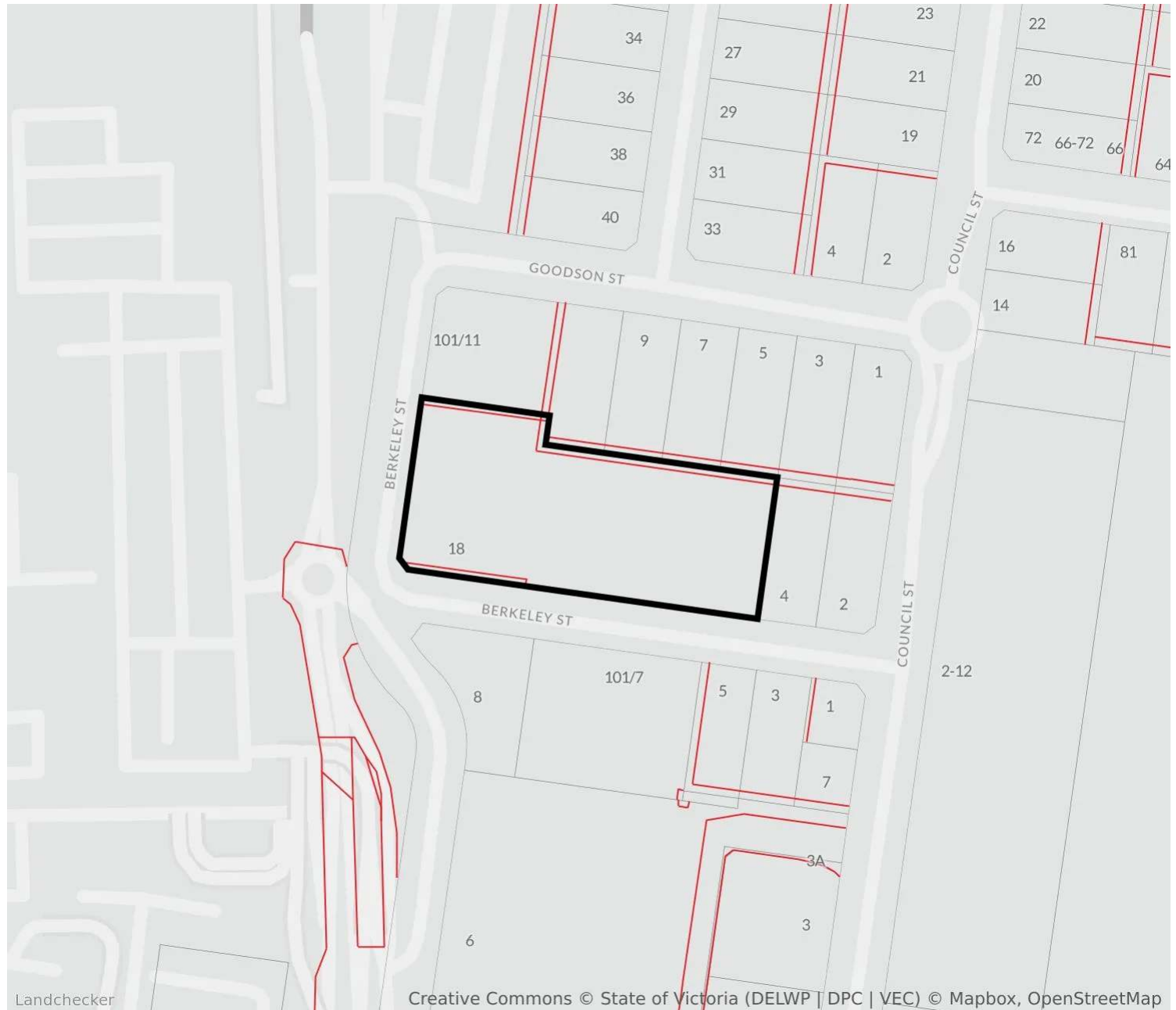
For confirmation and detailed advice about the cultural sensitivity of this property, please contact MANNINGHAM council on 03 9840 9333.



Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.

For confirmation and detailed advice about the bushfire prone area of this property, please contact MANNINGHAM council on 03 9840 9333.



Landchecker

Creative Commons © State of Victoria (DELWP | DPC | VEC) © Mapbox, OpenStreetMap

Easements

The easement displayed is indicative only and may represent a subset of the total easements.

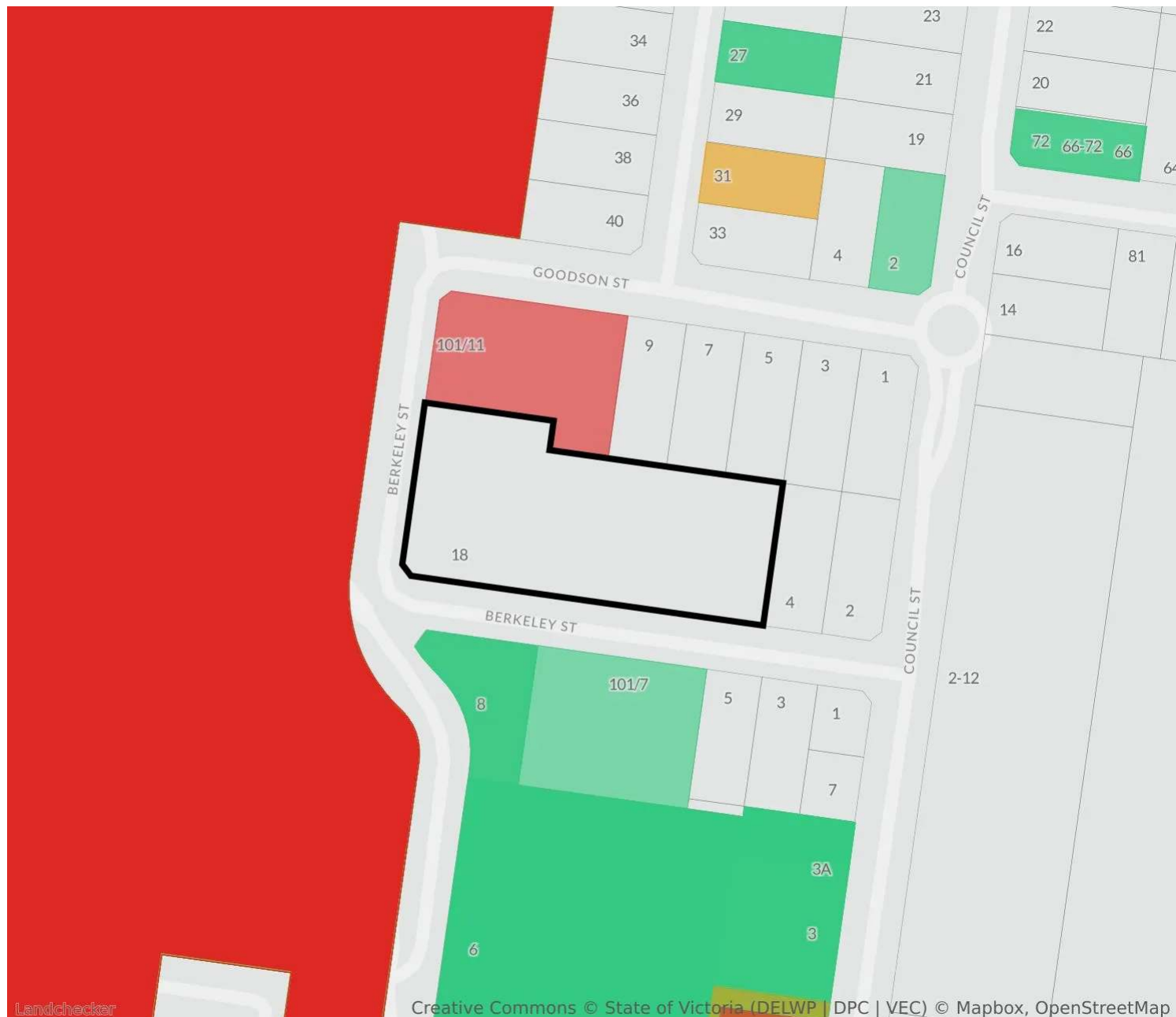
For confirmation and detailed advice about the easement on or nearby this property, please contact MANNINGHAM council on 03 9840 9333.



No planning permit data available for this property.

NEARBY PLANNING PERMITS

115/8 Berkeley Street, Doncaster Vic 3108



Status	Code	Date	Address	Description
PENDING	PLN23/0455	Received 28/11/2023	<u>Westfield Doncaster 619</u> <u>Doncaster Road, Doncaster</u>	Use of the land for the sale and consumption of liquor (restaurant and cafe licence)
PENDING	PLN20/0079	Received 11/03/2020	<u>Second Floor Westfield</u> <u>Doncaster Shop 2006/619</u> <u>Doncaster Road, Doncaster</u>	Use and development of the land for a bar
APPROVED	PLA23/0147	12/02/2024	<u>Westfield Doncaster 1-G201A 619</u> <u>Doncaster Road, Doncaster</u> <u>Westfield Doncaster 1-G201A 619</u> <u>Doncaster Road, Doncaster</u>	Amendment to Planning Permit PLN19/0216 by extending the red line area (Planning Permit PLN19/0216 was issued for use of the land for the sale and consumption of liquor)
APPROVED	PLA23/0066	08/08/2023	<u>7 Berkeley Street, Doncaster</u>	Amendment to Planning Permit PL09/020793 by additions and alterations to Apartment 504 (Planning Permit PL09/020793 was issued for the construction of 69 apartments in a five storey building)
APPROVED	PLN22/0501	16/01/2023	<u>659 Doncaster Road, Doncaster</u>	Two lot re-subdivision and removal of carriageway easement E-2 on Lot Z on

Status	Code	Date	Address	Description
				PS900072G Volume 12383 Folio 652
APPROVED	PLN22/0226	07/11/2022	<u>Westfield Doncaster 619 Doncaster Road, Doncaster</u>	Construct and put up for display a major promotion, electronic, high wall panel sign
REJECTED	PLN21/0333	25/01/2022	<u>75 Turana Street, Doncaster</u>	Development of two dwellings on a lot, and construction of a front fence.
APPROVED	PLA21/0125	13/12/2021	<u>6 Tower Street, Doncaster</u>	Amendment to Planning Permit PL12/022747 to allow the use of the land for the sale and consumption of liquor within a residential hotel (Planning Permit PL12/022747 was issued for the use of land for a trade supplies and restricted retail premises, and retail premises. The construction of three multi-storey buildings (in three stages) comprising apartments and the above uses with associated basement car parking. Alterations to a Road Zone 1 including new access. Display of business identification signage)
APPROVED	PLN21/0319	10/08/2021	<u>659 Doncaster Road, Doncaster</u>	Removal and Creation of Carriageway Easement E-1 on Lot S2 PS818669B Volume 12294 Folio 521
APPROVED	PLA20/0182	19/02/2021	<u>8 Tower Street, Doncaster</u>	Amendment to Planning Permit PL10/021094 by modifying side entry pits within the road reserve to address overland flows (Planning Permit PL10/021094 was issued for the construction of a four storey building for offices (with ancillary retail floor space at ground level and a waiver of associated loading bay requirement) over two levels of basement car parking)
APPROVED	PLN21/0014	18/02/2021	<u>Westfield Doncaster 619 Doncaster Road, Doncaster</u>	Construction and put up for display an internally illuminated business identification sign
APPROVED	PLN20/0172	04/06/2020	<u>Westfield Doncaster 619 Doncaster Road, Doncaster</u>	Construction and put up for display two internally-illuminated and floodlit business identification panel signs
APPROVED	PLN20/0039	28/02/2020	<u>Westfield 619 Doncaster Road, Doncaster</u> <u>Westfield 619 Doncaster Road, Doncaster</u>	Installation of business identification signs including illuminated and animated sign (for NAB)
APPROVED	PLA19/0111	28/10/2019	<u>Westfield Doncaster 619 Doncaster Road, Doncaster</u> <u>Westfield Doncaster 619 Doncaster Road, Doncaster</u>	Amend Permit Number PL07/018718 (issued for an on premises liquor license for the Level 3 food court and Level 4 restaurant precinct within the shopping centre) by alteration to the area for the sale and consumption of liquor within Level 4
APPROVED	PLN19/0472	23/10/2019	<u>659 Doncaster Road, Doncaster</u> <u>659 Doncaster Road, Doncaster</u>	To construct or put up for display a fence mounted panel sign consisting of a printed shade cloth (retrospective)
APPROVED	PLN19/0216	11/07/2019	<u>Ground Floor Westfield Doncaster 201A/619 Doncaster Road, Doncaster</u>	Use of the land for the sale and consumption of liquor
APPROVED	PLA19/0038	28/06/2019	<u>Westfield Doncaster 619 Doncaster Road, Doncaster</u> <u>Westfield Doncaster 619 Doncaster Road, Doncaster</u>	Amendment to Planning Permit PLN18/0772 (issued for buildings and works for alterations and additions to the existing shopping centre) by alterations to the awning and floor finishes on the ground level (Level 2) and the reconfiguration of the Level 4 car parking area including the addition of food kiosks and removal of car parking spaces
APPROVED	PLA19/0050	21/06/2019	<u>Lower Floor Westfield Doncaster 1-Auto 619 Doncaster Road, Doncaster</u> <u>Lower Floor Westfield Doncaster 1-Auto 619 Doncaster Road,</u>	Amendment to Planning Permit PL11/022192 (issued for erection and display of illuminated advertising signage) to display new replacement signs

Status	Code	Date	Address	Description
			<u>Doncaster</u>	
APPROVED	PLA18/0095	13/06/2019	<u>659 Doncaster Road, Doncaster</u> <u>659 Doncaster Road, Doncaster</u>	Amendment to Planning Permit PL12/022747 (issued for the use of land for a trade supplies and restricted retail premise (Bunnings) and retail premises; the construction of three multi-storey buildings (in three stages) comprising apartments above the permitted uses and associated basement car parking; alterations to a Road Zone 1 including new access; and display of business identification signage) by amending the Permit and plans to facilitate the construction of a residential hotel instead of apartments above Bunnings and other design changes to the layout of Bunnings and the other apartments.
APPROVED	PLN18/0772	28/02/2019	<u>Westfield Doncaster 619</u> <u>Doncaster Road, Doncaster</u> <u>Westfield Doncaster 619</u> <u>Doncaster Road, Doncaster</u> <u>Westfield Doncaster 619</u> <u>Doncaster Road, Doncaster</u>	Buildings and works for alterations and additions to the existing shopping centre
APPROVED	PLN18/0391	26/02/2019	<u>2 Goodson Street, Doncaster</u>	Construction of four, three-storey dwellings
APPROVED	PLN18/0810	07/12/2018	<u>Ground Floor Westfield</u> <u>Doncaster Shop 42/619</u> <u>Doncaster Road, Doncaster</u>	Erection and display of an internally-illuminated business identification sign
APPROVED	PLN18/0402	20/07/2018	<u>Header 619 Doncaster Road,</u> <u>Doncaster</u> <u>Header 619 Doncaster Road,</u> <u>Doncaster</u> <u>Header 619 Doncaster Road,</u> <u>Doncaster</u>	Use of an existing store room at Westfield Doncaster as a restricted recreation facility and associated buildings and works
REJECTED	PLN18/0203	22/06/2018	<u>Municipal Offices 699 Doncaster</u> <u>Road, Doncaster</u>	Test application.
REJECTED	PL16/026635	24/02/2017	<u>102/11 Goodson Street, Doncaster</u>	Alterations and additions to existing dwelling
APPROVED	PL16/026394.01	12/01/2017	<u>First Floor Westfield Doncaster</u> <u>Shop 1005/619 Doncaster Road,</u> <u>Doncaster</u>	Amendment to Planning Permit PL16/026394 (issued for buildings and works associated with the use of the premises as a restaurant, the sale and consumption of liquor (on-premises license), and waiver of associated car parking, bicycle parking, and loading bay requirements) by amending the endorsed plans to include a business identification sign
APPROVED	PL16/026112	16/12/2016	<u>75 Turana Street, Doncaster</u>	Construction of one, three-storey dwelling and three, two-storey dwellings with associated basement car parking
APPROVED	PL16/026833	28/11/2016	<u>Shoppingtown Hcw 619</u> <u>Doncaster Road, Doncaster</u> <u>Shoppingtown Hcw 619</u> <u>Doncaster Road, Doncaster</u> <u>Shoppingtown Hcw 619</u> <u>Doncaster Road, Doncaster</u>	Installation of an illuminated business identification sign
APPROVED	PL16/026421	08/11/2016	<u>65 Turana Street, Doncaster</u>	19 Lot Subdivision (SPEAR S087252A)
APPROVED	PL16/026541	28/10/2016	<u>8 Tower Street, Doncaster</u>	Removal of Easement in association with consolidation of land parcels (SPEAR S088077T)
REJECTED	PL16/026528	20/09/2016	<u>Lower Floor Westfield Doncaster</u> <u>Carwash 1 619 Doncaster Road,</u> <u>Doncaster</u> <u>Lower Floor Westfield Doncaster</u> <u>Carwash 1 619 Doncaster Road,</u> <u>Doncaster</u>	Buildings and works associated with car wash at Lower ground level.

Status	Code	Date	Address	Description
			<u>Lower Floor Westfield Doncaster Carwash 1 619 Doncaster Road, Doncaster</u>	
APPROVED	PL16/026394	31/08/2016	<u>First Floor Westfield Doncaster Shop 1005/619 Doncaster Road, Doncaster</u>	Buildings and works associated with the use of the premises as a restaurant, the sale and consumption of liquor (on-premises license), and waiver of associated car parking, bicycle parking, and loading bay requirements
REJECTED	PL16/026173	25/08/2016	<u>65 Turana Street, Doncaster</u>	Removal of Restrictive Covenant D154332
APPROVED	PL10/021094.01	25/07/2016	<u>8 Tower Street, Doncaster</u>	Amendment to Planning Permit PL10/021094 (issued for the construction of a 4-storey building with 1,516sqm of office space and 4 apartments over 2 levels of basement car parking) by amending the permit preamble, permit conditions and plans (noting there are no endorsed plans) associated with: 1) the deletion of 4 dwellings and provision of an increase in office floor space; 2) provision of ancillary retail floor space at ground level and waiver of associated loading bay requirement; 3) internal reconfiguration on each level of the building; 4) minor external design changes; and 5) change to site address (to reference 8 Tower Street instead of 13 Berkeley Street).
APPROVED	PL15/025773	06/07/2016	<u>65 Turana Street, Doncaster</u>	Construction of seventeen (17) three-storey dwellings and two, two-storey dwellings
REJECTED	PL15/025633	27/01/2016	<u>Westfield Doncaster 1002/619 Doncaster Road, Doncaster</u>	Use of the land for the sale and consumption of liquor
APPROVED	PL15/025367	01/10/2015	<u>54 Turana Street, Doncaster</u>	3 Lot Subdivision (Spear S070025S)
APPROVED	PL15/025319	13/08/2015	<u>Westfield Doncaster 619 Doncaster Road, Doncaster Westfield Doncaster 619 Doncaster Road, Doncaster Westfield Doncaster 619 Doncaster Road, Doncaster</u>	Buildings and works. including illuminated advertising signage, associated with the upgrade to the existing Westpac
APPROVED	PL15/025198	17/07/2015	<u>Westfield Doncaster 619 Doncaster Road, Doncaster Westfield Doncaster 619 Doncaster Road, Doncaster Westfield Doncaster 619 Doncaster Road, Doncaster</u>	Building and works associated with a construction of a crib retaining wall in the northern section of car park (facing Westfield Drive)
APPROVED	PL13/023936.01	05/06/2015	<u>Westfield Doncaster 619 Doncaster Road, Doncaster Westfield Doncaster 619 Doncaster Road, Doncaster Westfield Doncaster 619 Doncaster Road, Doncaster</u>	Amendment to Planning Permit PL13/023936 (issued for buildings and works associated with the construction of a five level car park and modification to the existing vehicle and pedestrian access to Westfield Shopping Centre) by removing Tree 49 from Landscape plan and replacing with a Corymbia maculate (Spotted Gum).
APPROVED	PL13/023912.01	23/12/2014	<u>54 Turana Street, Doncaster</u>	Amendment to Planning Permit PL13/023912 (issued for the construction of three, two-storey dwellings) by decreasing the transparency of dwellings 1 eastern fence from 50% to 25%, removing the upper storey balcony of dwelling 2 and replacing it with an additional bedroom and removing the water tanks and providing solar hot water systems to each dwelling
APPROVED	PL14/024699	27/11/2014	<u>Header 699 Doncaster Road, Doncaster Header 699 Doncaster Road, Doncaster</u>	Use of a scoreboard as an electronic sign

Status	Code	Date	Address	Description
APPROVED	PL14/024294	02/10/2014	<u>Westfield Doncaster 1002/619 Doncaster Road, Doncaster</u>	Alteration to the awning and entrance portal, in addition to the erection of internally illuminated business identification signs
APPROVED	PL13/023936	30/09/2014	<u>Westfield Doncaster 619 Doncaster Road, Doncaster</u> <u>Westfield Doncaster 619 Doncaster Road, Doncaster</u> <u>Westfield Doncaster 619 Doncaster Road, Doncaster</u>	Buildings and works associated with the construction of a five level car park and modification to the existing vehicle and pedestrian access to Westfield Shopping Centre.
APPROVED	PL14/024478	13/08/2014	<u>Westfield Doncaster 619 Doncaster Road, Doncaster</u> <u>Westfield Doncaster 619 Doncaster Road, Doncaster</u> <u>Westfield Doncaster 619 Doncaster Road, Doncaster</u>	Use and erection of four (4) gantry and three (3) totem illuminated internal signage and upgrade information displayed on existing gantry signs.
REJECTED	PL13/024019	03/06/2014	<u>Westfield Doncaster 619 Doncaster Road, Doncaster</u> <u>Westfield Doncaster 619 Doncaster Road, Doncaster</u> <u>Westfield Doncaster 619 Doncaster Road, Doncaster</u>	Use and erect internally illuminated, animated signs and upgrade information displayed on existing gantry signs
APPROVED	PL13/023912	01/04/2014	<u>54 Turana Street, Doncaster</u>	Construction of three, two-storey dwellings
APPROVED	PL13/023914	27/02/2014	<u>Second Floor Westfield Doncaster Shop 2006/619 Doncaster Road, Doncaster</u>	Change of use from shop to restaurant, minor buildings and works, the sale and consumption of liquor (on-premises license) and reduce to zero the car parking and bicycle parking requirements
APPROVED	PL13/023697	02/10/2013	<u>Westfield Doncaster Suite 4002/619 Doncaster Road, Doncaster</u>	Change of use for the purpose of an education centre, and a reduction in the standard car parking requirement by 5 car parking spaces
APPROVED	PL13/023560	31/07/2013	<u>7 Berkeley Street, Doncaster</u>	70 lot subdivision

For confirmation and detailed advice about this planning permits, please contact MANNINGHAM council on 03 9840 9333.

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Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

Can you change how the property is used, or

the buildings on it?

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

There are laws and regulations about how buildings and retaining walls are constructed,

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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