Contract of Sale of Land

Property:

Unit 12, 148 Mitcham Road, Donvale VIC 3111

Victorian Statewide Conveyancing Pty Ltd
Level 1
Suite 1, 58-60 Victor Crescent
NARRE WARREN VIC 3805
Tel: (03) 8790 5488
Fax: (03) 8794 9072
PO Box 32, Narre Warren VIC 3805
Ref: MS:20252545

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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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 ...../…..……/2025

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 ...../…..……/2025

Print names(s) of person(s) signing: **Mahan Yoldashkan and Ghazaleh Tabarsi**

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: anthony.molinaro@obrienrealestate.com.au

Tel: 03 9894 2044 Mob: 0411 061 796 Fax: Ref: Anthony Molinaro

Vendor

Name: Mahan Yoldashkan and Ghazaleh Tabarsi

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: 20252545

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	11969	Folio	168	12	PS 747695T

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: Unit 12, 148 Mitcham Road, Donvale VIC 3111

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

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 10 / 11 /2026

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.

SPECIAL CONDITION 1 – Christmas Closure Period

1.1 Where a settlement date is chosen during the Christmas/New Year period of Tuesday 23rd December 2025 to Monday 5th January 2026 (the closure period), the Vendor and Purchaser agree that the settlement date will be extended to Tuesday 6th January 2026 without penalty to either the Vendor or Purchaser.

1.2 The Vendor and Purchaser agree that neither party has the right to charge penalty interest, pursue additional costs or issue a Default Notice and/or Default and Rescission Notice on the other party due to failure to complete this Contract of Sale during the closure period referred to in Special Condition 1.1.

1.3 Neither party may make any objection, requisition, or claim for any compensation in respect of any matter referred to in Special Conditions 1.1 and 1.2.

1.4 Should settlement be extended as a result of the Purchaser's inability and failure to settle by 23rd December 2025, settlement will be delayed until 6th January 2026. For the avoidance of doubt, the Vendor/s reserve their right to serve a Default Notice and/or Default and Rescission Notice on the Purchaser at any time after the Purchasers are deemed to be in default of the contract. The Purchaser shall also be responsible for the Vendor's losses including but not limited to the payment of the following which are to be paid at settlement:

- Penalty interest pursuant to General Condition 33
- Payment in full of the vendors 2026 land tax liability.

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.

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

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

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

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

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

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

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

14.3 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either-

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

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

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

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

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

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

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

(c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

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

15. DEPOSIT BOND

15.1 This general condition only applies if the applicable box in the particulars of sale is checked.

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

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

16. BANK GUARANTEE

16.1 This general condition only applies if the applicable box in the particulars of sale is checked.

16.2 In this general condition:

(a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor’s legal practitioner or conveyancer on the first to occur of:

(a) settlement;

(b) the date that is 45 days before the bank guarantee expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

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

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

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

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

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

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

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

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

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

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

(a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

(b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

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

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

(b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;

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

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

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

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

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

(d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.

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:	Mahan Yoldashkan and Ghazaleh Tabarsi
Property:	Unit 12, 148 Mitcham Road, Donvale VIC 3111

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

Email: info@victorianstatewide.com.au

Ref: MS:20252545

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-

Provider	Amount (& interest if any)	Period
Manningham City Council	$950.80	Per annum
Yarra Valley Water	$800.00 approx	Per annum
Owners Corporation	$4,690.48 approx	Per annum

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

Their total does not exceed $8,000.00 per annum

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: RGZ - Residential Growth Zone - Schedule 2
Planning Overlay/s: DDO - Design And Development Overlay - Schedule 8
DDO - Design And Development Overlay - Schedule 8-1

32D <u>NOTICES</u>

(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 <u>BUILDING PERMITS</u>

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 11969 Folio 168
2. Plan of Subdivision 747695T

DATE OF THIS STATEMENT [ ] / [ ] /20 [ ]

Name of the Vendor

Mahan Yoldashkan and Ghazaleh Tabarsi

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.*

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

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

VOLUME 11969 FOLIO 168 Security no : 124129803001K
Produced 11/11/2025 03:16 PM

LAND DESCRIPTION

Lot 12 on Plan of Subdivision 747695T.
PARENT TITLES :
Volume 08540 Folio 262 to Volume 08540 Folio 263
Created by instrument PS747695T 21/03/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
MAHAN YOLDASHKHAN
GHAZALEH TABARSI both of 3 CRESSWELL CRESCENT MITCHAM VIC 3132
AV814474K 01/07/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV814475H 01/07/2022
COMMONWEALTH BANK OF AUSTRALIA

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

AGREEMENT Section 173 Planning and Environment Act 1987
AQ095819X 31/07/2017

DIAGRAM LOCATION

SEE PS747695T FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 12 148 MITCHAM ROAD DONVALE VIC 3111

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 01/07/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS747695T

DOCUMENT END

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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

AQ095819X
31/07/2017 $94.60 173
y

Lodged by
Name: CROYDON CONVEYANCING SERVICES
Phone: 9723 9634
Address: P O BOX 605 CROYDON
Reference:
Customer code: 11403N

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

Land:(volume and folio)

VOLUME 8540 FOLIO 262 VOLUME 8540 FOLIO 263

Responsible authority:(full name and address, including postcode)

CITY OF MANNINGHAM OF 699 DONCASTER ROAD, DONCASTER 3108

Section and act under which agreement is made:

SECTION 173

A copy of the agreement is attached to this application:

Signing:

Alison Barnard
Licenced Conveyancer

35271702A

181PEA

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

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Application by a responsible authority for the making of a recording of an agreement

Section 181 Planning and Environment Act 1987

Privacy Collection Statement

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Certifications

1.The Certifier has taken reasonable steps to verify the identity of the applicant.

2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

3.The Certifier has retained the evidence supporting this Registry Instrument or Document.

4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	ERFANIAN DEVELOPMENTS PTY. LTD.
Signer Name	ALISON ROSE BARNARD
Signer Organisation	CROYDON CONVEYANCING SERVICES
Signer Role	LICENSED CONVEYANCER
Signature	
Execution Date	28/7/17

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

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Manningham City Council

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

MANNINGHAM CITY COUNCIL

and

Erfanian Developments Pty Ltd

Subject Land:

148 & 150 Mitcham Road DONVALE VIC 3111

QA REF PLN174 SUBM6

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THIS AGREEMENT UNDER SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

is made on 17 of July 2017

BETWEEN

MANNINGHAM CITY COUNCIL
of 699 Doncaster Road, Doncaster

("Council")

AND

Erfanian Developments Pty Ltd
of 124 Bayswater Road, Croydon South

("Owner")

RECITALS

A. Council is the Responsible Authority pursuant to the Act for the Planning Scheme.

B. The Owner is or is entitled to be the registered proprietor of the Subject Land.

C On 21 March 2017 Council issued Planning Permit No. PL17/027055 ("the Planning Permit") allowing the Subject Land to be subdivided into twenty-one (21) lots in accordance with a plan endorsed under condition 1 of the Planning Permit. Conditions 11 & 12 of the Planning Permit remain outstanding and the Owner is required to enter into this Agreement to provide for the matters set out in those conditions. A copy of the Planning Permit may be inspected at the Council offices during normal business hours upon giving the Council reasonable notice.

D. The parties enter into this Agreement:

(a) to give effect to the requirements of the Planning Permit; and

(b) to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

THE PARTIES AGREE

1. DEFINITIONS

In this Agreement the words and expressions set out in this clause have the following meanings unless the context admits otherwise:

Act means the Planning and Environment Act 1987;

Agreement means this agreement and any agreement executed by the parties expressed to be supplemental to this Agreement;

Development Permit means the planning permit PL15/025261 issued on 5 May 2016 for development of the land for the construction of a 3-storey apartment building with 21 dwellings and basement car parking and alteration to access to a road in a Road Zone Category 1

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(RDZ1) on the Subject Land. A copy of the Development Permit may be inspected at the Council offices during normal business hours upon giving the Council reasonable notice.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit. A copy of the plan endorsed as at the date of this Agreement may be inspected at the Council offices during normal business hours upon giving the Council reasonable notice.

Lot means a lot on the Endorsed Plan;

Mortgagee means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as Mortgagee of the Subject Land or any part of it;

Owner means the person or persons registered or entitled from time to time to be registered by the Registrar of Titles as proprietor or proprietors of an estate in fee simple of the Subject Land or any part of it and includes a Mortgagee-in-possession;

Party or parties means the Owner and Council under this Agreement as appropriate;

Planning Permit means the Planning Permit referred to in recital C of this Agreement;

Planning Scheme means the Manningham Planning Scheme and any other planning scheme that applies to the Subject Land;

Subject Land means the land situated at 148 Mitcham Road DONVALE VIC 3111 being the land referred to in Certificate of Title Volume 8540 Folio 262 and the land situated at 150 Mitcham Road DONVALE VIC 3111 being the land referred to in Certificate of Title Volume 8540 Folio 263.

2. INTERPRETATION

In this Agreement unless the context admits otherwise:

2.1 The singular includes the plural and vice versa.

2.2 A reference to a gender includes a reference to each other gender.

2.3 A reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law.

2.4 If a party consists of more than one person this Agreement binds them jointly and each of them severally.

2.5 A term used in this Agreement has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act it has the meaning as defined in the Act.

2.6 A reference to an Act, Regulation or the Planning Scheme includes any Acts, Regulations or amendments amending, consolidating or replacing the Act, Regulation or Planning Scheme.

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2.7 The introductory clauses to this Agreement are and will be deemed to form part of this Agreement.

2.8 The obligations of the Owner under this Agreement, will take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land provided that if the Subject Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3. SPECIFIC OBLIGATIONS OF THE OWNER:

3.1 The Owner agrees that regardless of any rights conferred by the Planning Scheme, except with the consent of Council:

3.1.1 The development of the subject land must be in accordance with the development authorised under Development Permit PL15/025261, issued by Council, and the various conditions included in that permit.

3.1.2 The development of the subject land must be in accordance with the plans from time to time endorsed by Council, under Development Permit PL15/025261.

3.1.3 Any new dwellings approved under the Development Permit shall not be occupied, until a final planning, landscaping and engineering inspection has been carried out to the satisfaction of Council.

3.1.4 Prior to the occupation of any new dwellings on the Subject land, an on-site storm water detention system and the relevant connections, must be provided in accordance with the engineering construction plans endorsed from time to time pursuant to Development Permit PL15/025261, sufficient to serve each lot in the subdivision to the satisfaction of Council.

3.1.5 The on-site storm water detention system will thereafter be maintained, in accordance with the endorsed engineering construction plans, to the satisfaction of Council.

3.1.6 The ongoing maintenance of the on-site storm water detention system will be the equal responsibility of the Owners of all Lots inclusive.

3.1.7 Should access be required on any of the lots for the construction of the on-site storm water detention system and subsequent drainage, the owners of the said lots shall provide this access.

4. FURTHER OBLIGATIONS OF THE OWNER

4.1 Notice and Registration

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The Owner further covenants and agrees that the Owner will bring this Agreement to the attention of all prospective purchasers, lessees, mortgagees, chargees, transferees and assigns.

4.2 Further actions

The Owner further covenants and agrees that:

4.2.1 the Owner will do all things necessary to give effect to this Agreement;

4.2.2 the Owner will consent to Council making application to the Registrar of Titles to make a recording of this Agreement in the Register on the Certificate of Title of the Subject Land in accordance with Section 181 of the Act and do all things necessary to enable Council to do so including signing any further agreement, acknowledgment or document or procuring the consent to this Agreement of any mortgagee or caveator to enable the recording to be made in the Register under that section.

4.3 Council's Costs to be Paid

The Owner further covenants and agrees that the Owner will immediately pay to Council, Council's reasonable costs and expenses (including legal expenses) of and incidental to the preparation, drafting, finalisation, engrossment, execution, registration and successful enforcement of this Agreement which are and until paid will remain a debt due to Council by the Owner.

5. AGREEMENT UNDER SECTION 173 OF THE ACT

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

6. OWNER'S WARRANTIES

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7. SUCCESSORS IN TITLE

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

7.1 give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and

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7.2 execute a deed agreeing to be bound by the terms of this Agreement.

8. GENERAL MATTERS

8.1 Notices

A notice or other communication required or permitted to be served by a party on another party must be in writing and may be served:

8.1.1 by delivering it personally to that party;

8.1.2 by sending it by prepaid post addressed to that party at the address set out in this Agreement or subsequently notified to each party from time to time; or

8.1.3 by sending it by facsimile provided that a communication sent by facsimile shall be confirmed immediately in writing by the sending party by hand delivery or prepaid post.

8.2 Service of Notice

A notice or other communication is deemed served:

8.2.1 if delivered, on the next following business day;

8.2.2 if posted, on the expiration of two business days after the date of posting; or

8.2.3 if sent by facsimile, on the next following business day unless the receiving party has requested retransmission before the end of that business day.

8.3 No Waiver

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

8.4 Severability

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

8.5 No Fettering of Council's Powers

It is acknowledged and agreed that this Agreement does not fetter or restrict the power or discretion of Council to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of

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subdivision applicable to the Subject Land or relating to any use or development of the Subject Land.

9. COMMENCEMENT OF AGREEMENT

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

10. ENDING OF AGREEMENT

10.1 This Agreement ends when the Owner has complied with all of the obligations imposed on the Owner under this Agreement.

10.2 If this Agreement relates to more than 1 lot and the owner of that lot has complied with all of the obligations in relation to that lot, the owner of that lot may request Council to end this Agreement in relation to that lot.

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EXECUTED by the parties on the date set out at the commencement of this Agreement.

THE COMMON SEAL of)
MANNINGHAM CITY COUNCIL)
was hereunto affixed in the)
presence of:)

MANNINGHAM CITY COUNCIL THE COMMON SEAL OF

..... Mayor / Councillor

..... Chief Executive Officer

Executed by)
Erfanian Developments Pty Ltd)
By being signed by those persons)
Who are authorised to sign for the company)

.....) Director
Mohammed Erfanian - Nozar) Name
124 Bayswater rd Croydon South) Address

.....) Director (or) Company Secretary)
Farnood Erfanian - Nozar) Name
124 Bayswater rd Croydon South) Address

MORTGAGEE'S CONSENTS)

Australian Securities Ltd, as Mortgagee of registered mortgage number *AN170390W*, consents to the owner entering into this agreement and in the event that the Mortgagee becomes Mortgagee-in-possession, agrees to be bound by the covenants and conditions in this agreement.

Signature of Authorised Persons: .....

Name of Authorised Persons: ..... M.S. CHARLESWORTH Director

Date: 7/7/2017

Seal: .....

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Form 18

Section 181

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

***Planning and Environment Act* 1987**

Lodged by:

Name:

Phone:

Address:

Ref: **Customer Code:**

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

Land: **Volume 8540 Folio 262; Volume 8540 Folio 263**

Authority: **Manningham City Council, 699 Doncaster Road, Doncaster**

Act under which agreement made: **Sect.173 of the Planning and Environment Act 1987**

A copy of the agreement is attached to this application

Signature for the Authority: .....

Office held: **Chief Executive Officer**
Name of Officer : Warwick Winn
Date: 17/7/2017

QA REF PLN174 SUBM11

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PLAN OF SUBDIVISION

EDITION 1 | **PS 747695 T**

Location of Land

Parish: NUNAWADING
Township: -------
Section: -------
Crown Allotment: 137 (PART)
Crown Portion: -------

Title Reference: VOL 8540 FOL 262
VOL 8540 FOL 263

Last Plan Reference: LOT 5 & 6 ON LP 64854

Postal Address: 148 & 150 MITCHAM ROAD, DONVALE 3111

MGA 94 Co-ordinates E 340077 N 5814734 Zone: 55

Council Name: Manningham City Council

Council Reference Number: SC17/007402
Planning Permit Reference: PL17/027055
SPEAR Reference Number: S098393H

Certification

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988
has been made and the requirement has not been satisfied
has been made and the requirement has been satisfied at Statement of Compliance
(Document updated 08/03/2018)

Digitally signed by: Simone Boyd for Manningham City Council on 07/11/2017

Statement Of Compliance issued: 08/03/2018

Vesting of Roads and/ or Reserve

Identifier	Council / Body / Person
NIL	NIL

Notations

Depth Limitation DOES NOT APPLY

Survey This plan is based on survey.

Staging This is not a staged subdivision.

Planning Permit No.

This survey has been connected to permanent mark No(s)

In Proclaimed Survey Area No.

Notations

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.
FOR DETAILS OF ANY OWNERS CORPORATIONS INCLUDING PURPOSE, RESPONSIBLITY, ENTITLEMENT & LIABILITY; SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION ADDITIONAL INFORMATION AND IF APPLICABLE, OWNERS CORPORATION RULES.

COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT THE LOTS & INCLUDES THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW DOOR OR BALUSTRADE WHICH DEFINE BOUNDARIES.

BOUNDARIES SHOWN BY THICK LINES ARE DEFINED BY BUILDINGS.

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

INTERIOR FACE: ALL BOUNDARIES

ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS AND CABLE DUCTS, SERVICE INSTALLATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1.

THE POSITIONS OF THESE COLUMNS, DUCTS, SHAFTS OR INSTALLATIONS MAY NOT BEEN SHOWN ON THE DIAGRAM CONTAINED HEREIN.

LOTS 1, 2, 4 TO 10, 12 TO 16, 18 TO 20 COMPRISE 3 PARTS EACH.
LOTS 3, 11, 17 & 21 COMPRISE 4 PARTS EACH.

Easement Information

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

EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE WHOLE OF THE LAND ON THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
	SEE SHEET	2		

A LINE SURVEYING
LICENSED LAND SURVEYORS
109 BEDFORD ROAD,
EAST RINGWOOD 3135.
PH 9870 6443 FAX 9879 3740
Email : admin@alinesurveying.com.au

SURVEYORS REF. 9596 28-07-17 TC

Digitally signed by: Claudio Dario (A Line Surveying), Surveyor's Plan Version (6), 25/10/2017, SPEAR Ref: S098393H

ORIGINAL SHEET SIZE: A3

PLAN REGISTERED
TIME: 9.39am DATE: 21 / 3 / 2018
Rod Speer
Assistant Registrar of Titles

Amended by: Claudio Dario, 20/03/2018.

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PS 747695 T

Easement Information

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

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE & SEWERAGE	2.44	LP 64854	LOTS ON LP 64854
E-1	DRAINAGE	2.44	THIS PLAN	MANNINGHAM CITY COUNCIL
E-1	SEWERAGE	2.44	THIS PLAN	YARRA VALLEY WATER
E-2	SEWERAGE	0.19	THIS PLAN	YARRA VALLEY WATER
E-3	CARRIAGEWAY (see notation below)	See diag.	THIS PLAN	LOT 2 ON THIS PLAN
E-4	CARRIAGEWAY (see notation below)	See diag.	THIS PLAN	LOTS 1 & 4 ON THIS PLAN
E-5	CARRIAGEWAY (see notation below)	See diag.	THIS PLAN	LOTS 3 & 6 ON THIS PLAN
E-6	CARRIAGEWAY (see notation below)	See diag.	THIS PLAN	LOTS 5 & 8 ON THIS PLAN
E-7	CARRIAGEWAY (see notation below)	See diag.	THIS PLAN	LOT 11 ON THIS PLAN
E-8	CARRIAGEWAY (see notation below)	See diag.	THIS PLAN	LOT 10 & 13 ON THIS PLAN
E-9	CARRIAGEWAY (see notation below)	See diag.	THIS PLAN	LOT 19 & 15 ON THIS PLAN
E-10	CARRIAGEWAY (see notation below)	See diag.	THIS PLAN	LOT 14 & 17 ON THIS PLAN

NOTATION

CARRIAGEWAY EASEMENTS LISTED ARE FOR THE PURPOSE OF INGRESS AND EGRESS OF THE CAR STACKER ONLY AND ARE LIMITED TO DEPTH AND HEIGHT.
(SEE CROSS-SECTIONS A-A', B-B' AND X-X' FOR DETAILS).

A LINE SURVEYING
LICENSED LAND SURVEYORS
109 BEDFORD ROAD,
EAST RINGWOOD 3135.
PH 9870 6443 FAX 9879 3740
Email : admin@alinesurveying.com.au

SCALE

ORIGINAL SHEET SIZE: A3

Sheet 2

Digitally signed by: Claudio Dario (A Line Surveying), Surveyor's Plan Version (6), 25/10/2017, SPEAR Ref: S098393H

Digitally signed by: Manningham City Council, 07/11/2017, SPEAR Ref: S098393H

Amended by: Claudio Dario, 20/03/2018.

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PS 747695 T

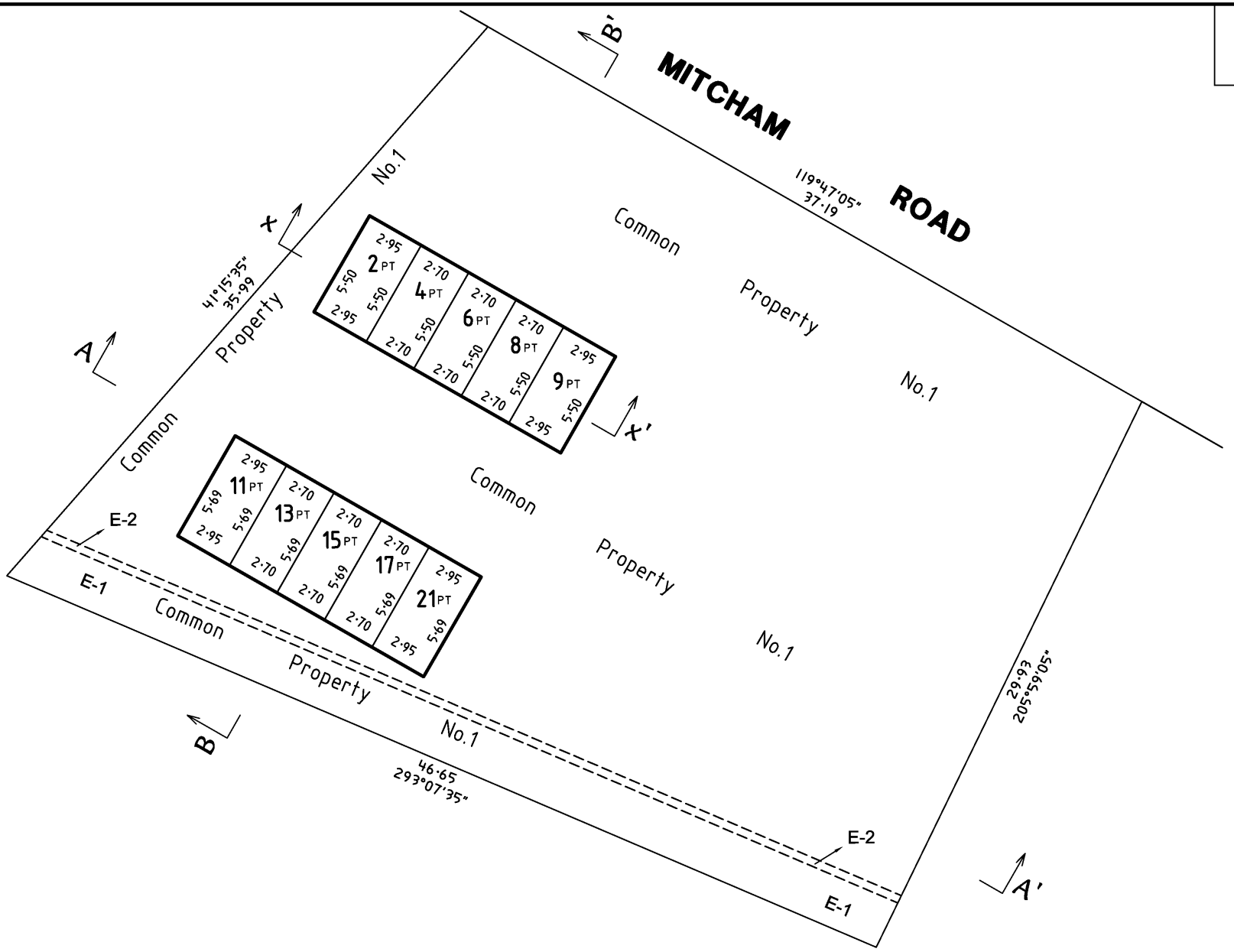


DIAGRAM 1 - SUB-BASEMENT LEVEL

A LINE SURVEYING
LICENSED LAND SURVEYORS
109 BEDFORD ROAD,
EAST RINGWOOD 3135.
PH 9870 6443 FAX 9879 3740
Email : admin@alinesurveying.com.au

SCALE 1:200

2 0 4 8
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

Sheet 3

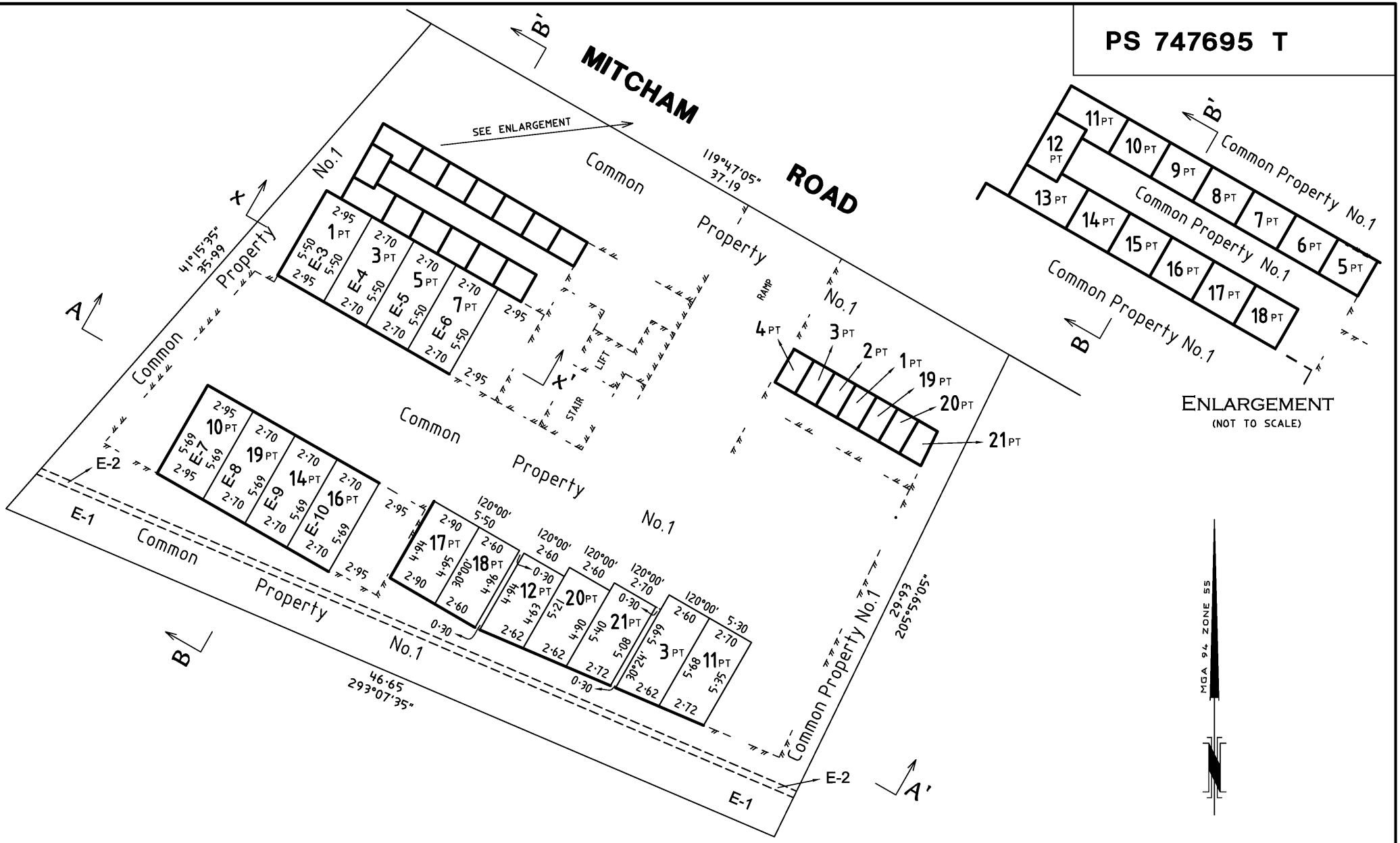
Digitally signed by: Claudio Dario (A Line Surveying),
Surveyor's Plan Version (6),
25/10/2017, SPEAR Ref: S098393H

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Amended by: Claudio Dario, 20/03/2018.

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PS 747695 T



ENLARGEMENT
(NOT TO SCALE)

DIAGRAM 2 - BASEMENT LEVEL

A LINE SURVEYING
LICENSED LAND SURVEYORS
109 BEDFORD ROAD,
EAST RINGWOOD 3135.
PH 9870 6443 FAX 9879 3740
Email : admin@alinesurveying.com.au

SCALE 1:200 — 2 0 4 8 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

Sheet 4

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Amended by: Claudio Dario, 20/03/2018.

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PS 747695 T

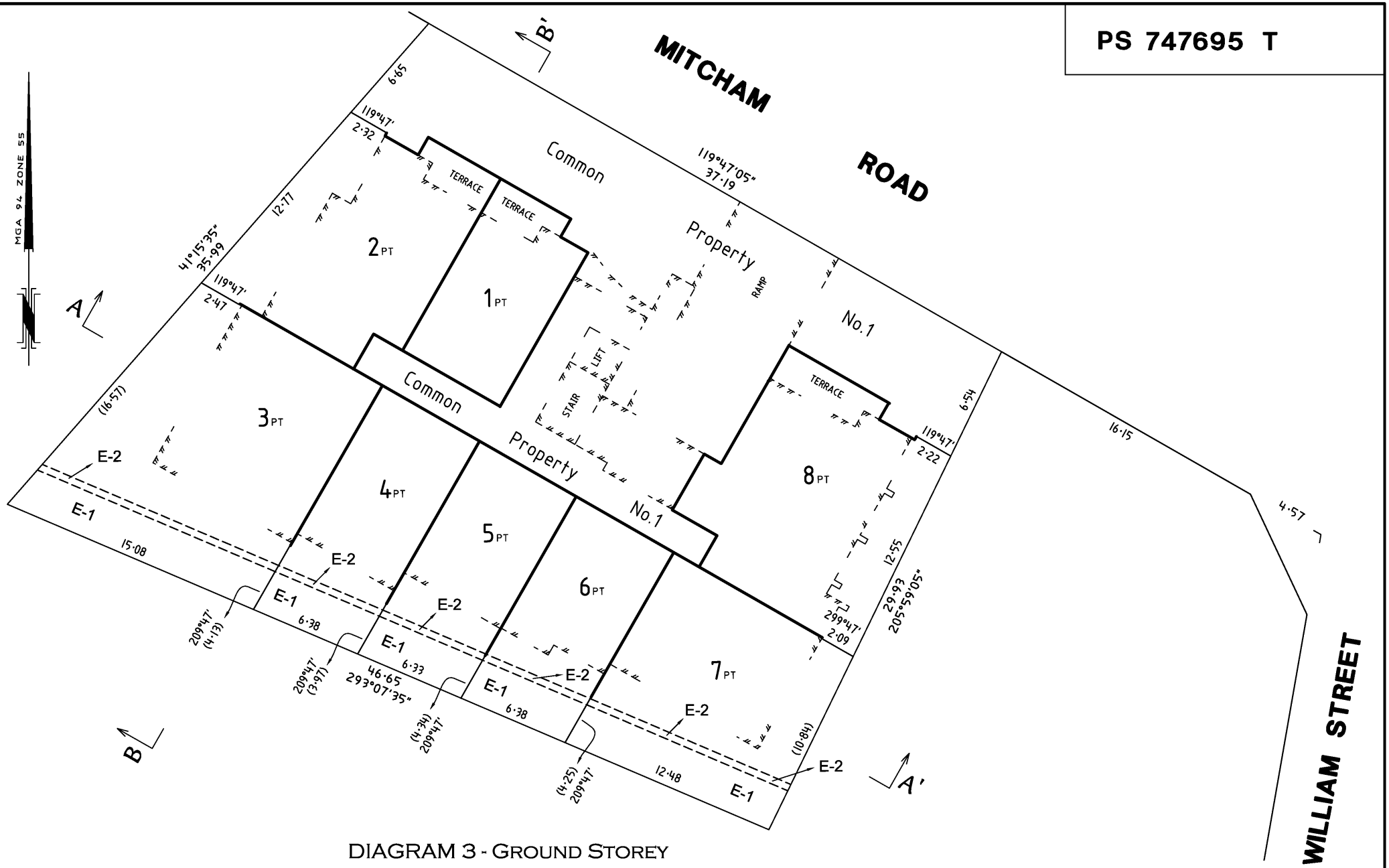


DIAGRAM 3 - GROUND STOREY

A LINE SURVEYING
LICENSED LAND SURVEYORS
109 BEDFORD ROAD,
EAST RINGWOOD 3135.
PH 9870 6443 FAX 9879 3740
Email : admin@alinesurveying.com.au

SCALE 1:200 — 2 0 4 8 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

Sheet 5

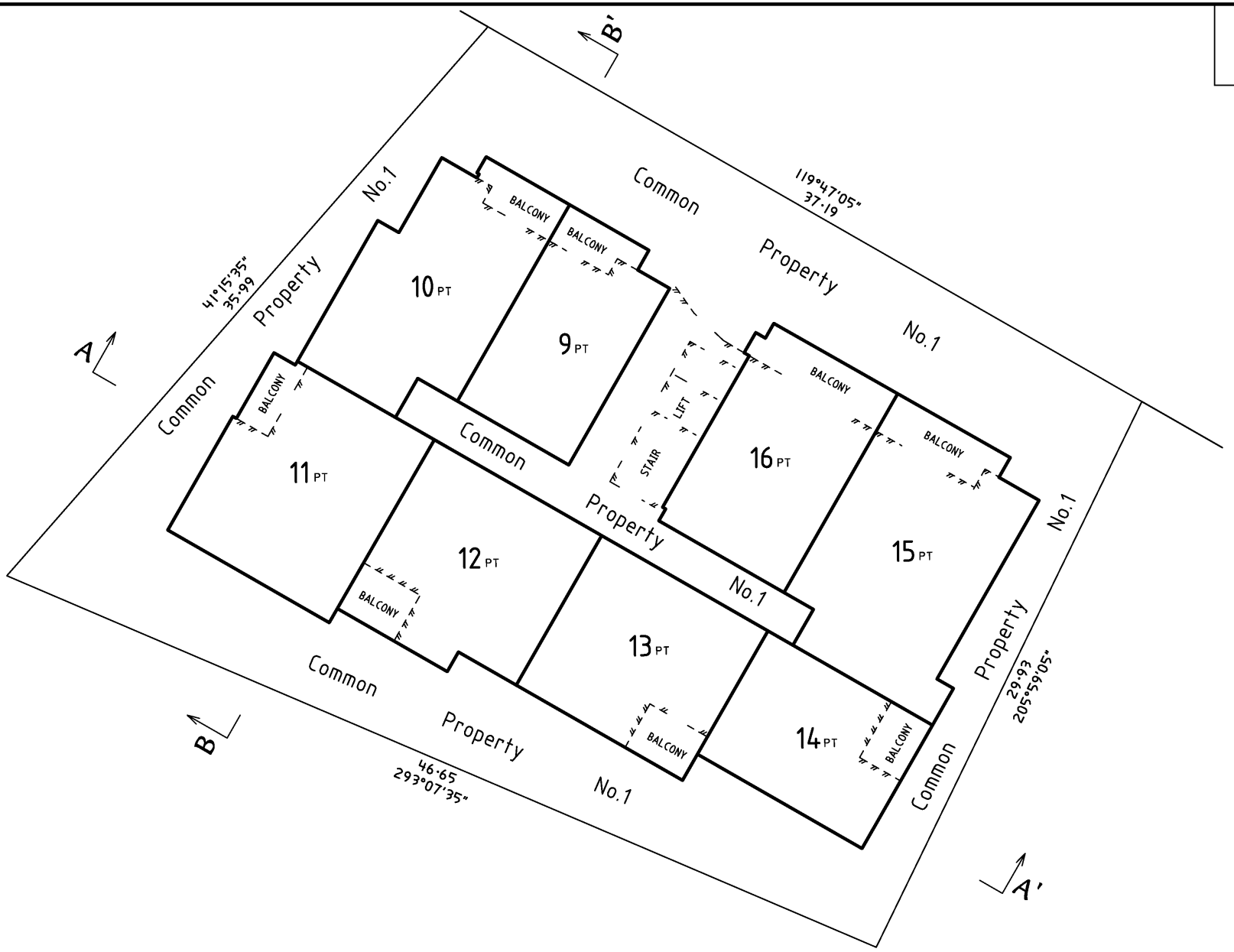
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Amended by: Claudio Dario, 20/03/2018.

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PS 747695 T



MGA 94 ZONE 55

DIAGRAM 4 - FIRST STOREY

A LINE SURVEYING
LICENSED LAND SURVEYORS
109 BEDFORD ROAD,
EAST RINGWOOD 3135.
PH 9870 6443 FAX 9879 3740
Email : admin@alinesurveying.com.au

SCALE 1:200 — 2 0 4 8 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

Sheet 6

Digitally signed by: Claudio Dario (A Line Surveying),
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25/10/2017, SPEAR Ref: S098393H

Digitally signed by:
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PS 747695 T

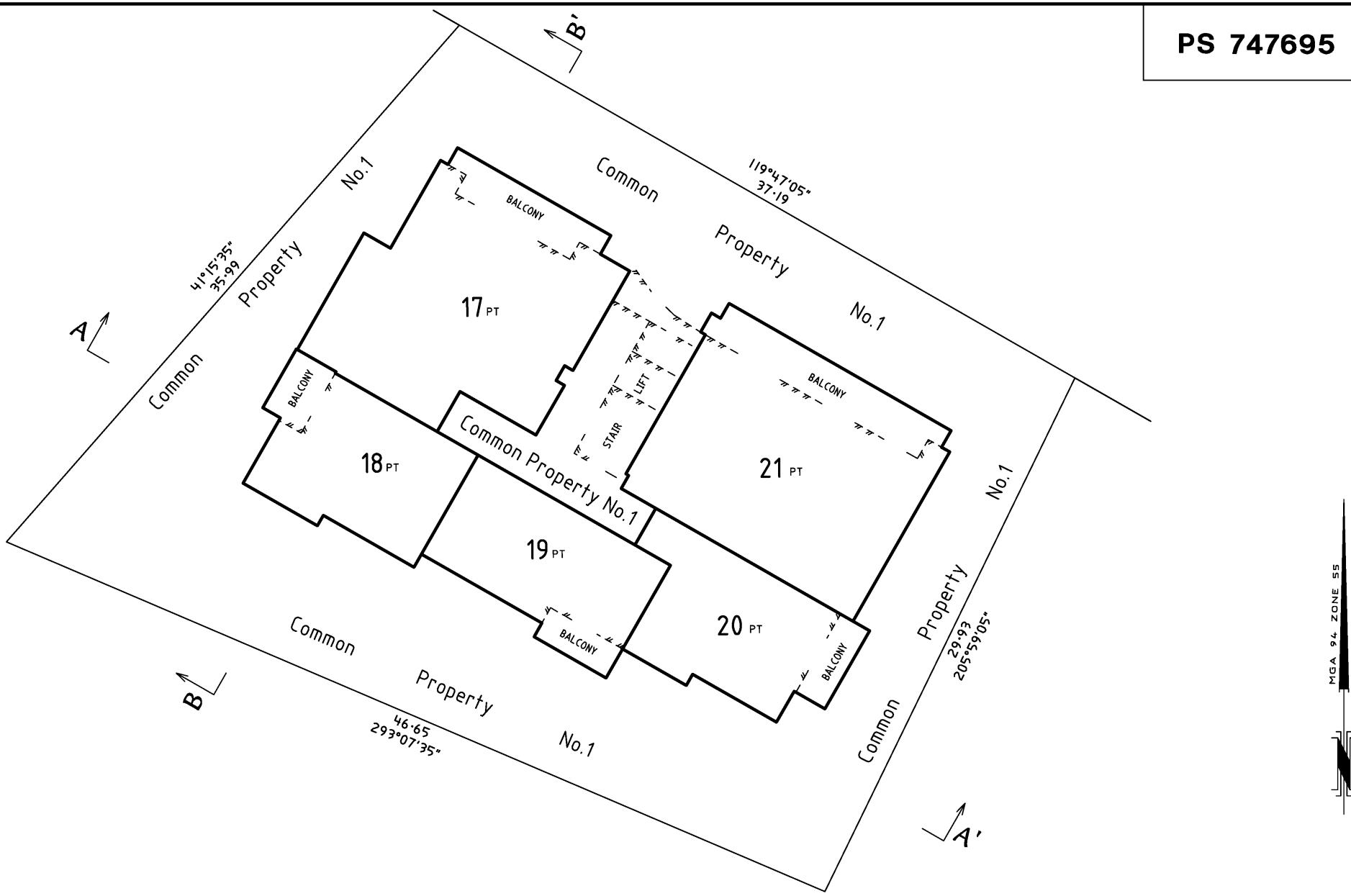


DIAGRAM 5 - TOPMOST STOREY

A LINE SURVEYING
LICENSED LAND SURVEYORS
109 BEDFORD ROAD,
EAST RINGWOOD 3135.
PH 9870 6443 FAX 9879 3740
Email : admin@alinesurveying.com.au

SCALE 1:200

2 0 4 8
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

Sheet 7

Digitally signed by: Claudio Dario (A Line Surveying),
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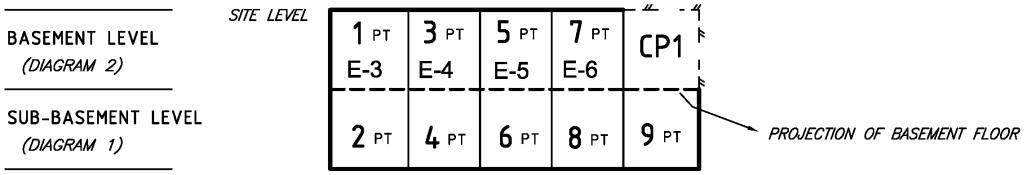
Digitally signed by:
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07/11/2017,
SPEAR Ref: S098393H

Amended by: Claudio Dario, 20/03/2018.

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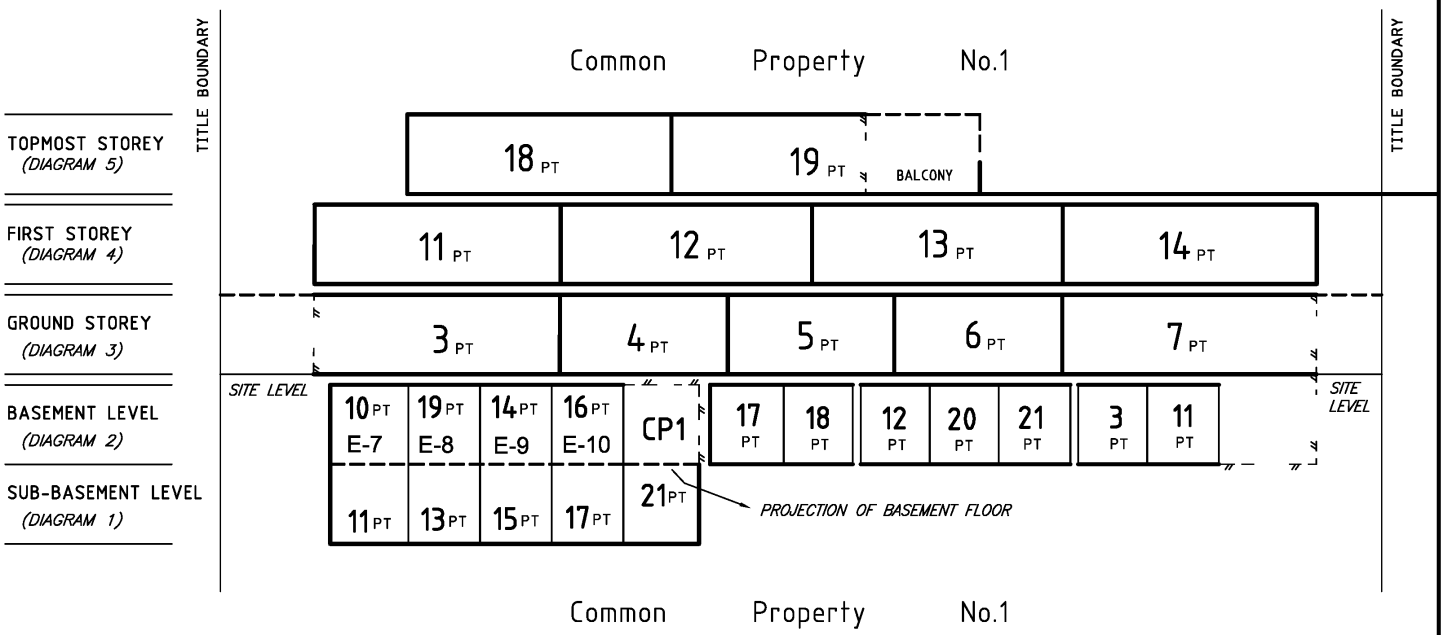
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PS 747695 T



CROSS-SECTION x-x'

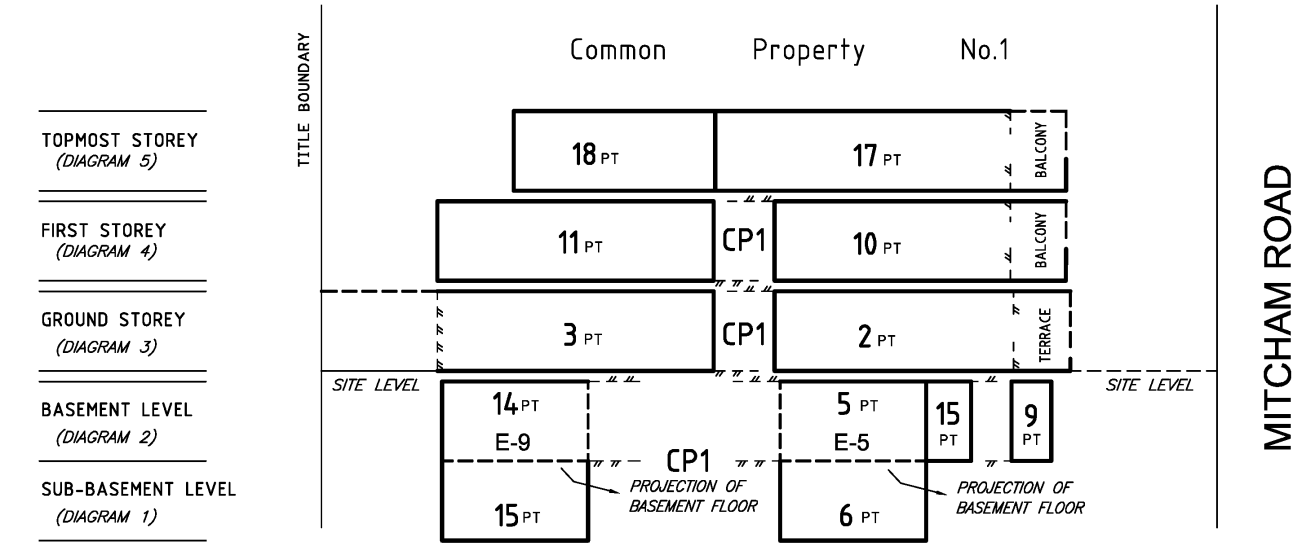
(NOT TO SCALE)



CROSS-SECTION A-A'

TYPICAL FOR ALL LOTS

(NOT TO SCALE)



CROSS-SECTION B-B'

TYPICAL FOR ALL LOTS

(NOT TO SCALE)

CP1 = COMMON PROPERTY No.1

A LINE SURVEYING
LICENSED LAND SURVEYORS
109 BEDFORD ROAD,
EAST RINGWOOD 3135.
PH 9870 6443 FAX 9879 3740
Email : admin@alinesurveying.com.au

SCALE NTS

0

LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

Sheet 8

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Digitally signed by:
Manningham City Council,
07/11/2017,
SPEAR Ref: S098393H

Amended by: Claudio Dario, 20/03/2018.

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 11/11/2025 03:17:09 PM

OWNERS CORPORATION 1
PLAN NO. PS747695T

The land in PS747695T is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 21.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
5/259 BLACKBURN ROAD DONCASTER EAST VIC 3109

AR306883K 01/08/2018

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
NIL

Additional Owners Corporation Information:
OC038665G 21/03/2018

Notations:
NIL

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100

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

Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 11/11/2025 03:17:09 PM

OWNERS CORPORATION 1
PLAN NO. PS747695T

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Total	**2100.00**	**2100.00**

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

Statement End.

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

PO Box 1, Doncaster, 3108
(03) 9840 9333
manningham@manningham.vic.gov.au

MANNINGHAM

Manningham Council ABN 61 498 471 081

Valuation and Rates Notice

For the period of 1 July 2025 to 30 June 2026

TAX INVOICE
Date of issue: 21 July 2025
Property ID: **816093**

Amount Due: $236.80

Due Date: 30 September 2025

M Yoldashkhan & G Tabarsi
C/- OBrien Real Estate Blackburn
98 South Parade
BLACKBURN VIC 3130

eRates — To receive your notice via email, please register at: erates.manningham.vic.gov.au

Property details

12/148 Mitcham Road
DONVALE VIC 3111
Lot 12 PS 747695T Vol 11969 Fol 168

AVPCC: 120 - Single Strata Unit/Villa Unit/
Property Owner(s): M Yoldashkhan & G Tabarsi

Property valuation

Level of value date	1 January 2025
Valuation effective date	1 July 2025
Site value (SV)	$80,000
Capital improved value (CIV)	$465,000
Net annual value (NAV)	$23,250

Council Rates and Charges

General Rate	0.00157946 X CIV	$734.40
Council Rates and Charges Total		**$734.40**

State Government Charges

ESVF Residential Fixed		$136.00
ESVF Residential Variable	0.000173 X CIV	$80.40
State Government Charges Total		**$216.40**

Emergency Services and Volunteers Fund (ESVF) - previously known as Fire Services Property Levy

Payments or changes received after 13/07/2025 may not be included on this notice.

TOTAL $950.80

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

HOW TO PAY

See reverse for details

Option A – 4 instalments

30/09/2025	$236.80
30/11/2025	$238.00
28/02/2026	$238.00
31/05/2026	$238.00

Option B – 10 instalments (DIRECT DEBIT ONLY)

15/09/2025	$95.80
15/10/2025	$95.00
17/11/2025	$95.00
15/12/2025	$95.00
15/01/2026	$95.00
16/02/2026	$95.00
16/03/2026	$95.00
15/04/2026	$95.00
15/05/2026	$95.00
15/06/2026	$95.00

Please see reverse for further details

Amount Due $236.80

Council Approved Direct Debit

Make direct debit payments in either 4 or 10 instalments from your nominated bank account.
Apply online at **manningham.vic.gov.au/direct-debit-request-form**
You can only apply for this option if the rates are paid up to date.

Online payments

To pay your rates online, visit **manningham.vic.gov.au/pay-rates-online**

Payment Reference No: 8160939

BPAY
Biller Code: 1099
Reference No: 1008160939

Australia Post
13 18 16
Billpay Code: 0918
Reference No: 1801 1956 2

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

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.

Property ID
816093

Property address
12/148 Mitcham Road DONVALE VIC 3111

FIRST INSTALMENT $236.80

*918 180119562

022490-001451-002-002-001810-92905

When to pay

Option 1: Pay by 4 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.

Single Payment
We do not offer an option to pay in full on 15 February each year. 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 or defer payment of your rates. All payment plan requests or payment deferment 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 Emergency Services and Volunteers Fund 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 and charges owing

Notice of valuation

The property described on the front of this notice has been valued as at 1 January 2025, those levels of value became effective for rating purposes from 1 July 2025. 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 2 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 3 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 Emergency Services and Volunteer Fund (ESVF)

Council is required to collect money on behalf of the State Government for the Emergency Services and Volunteer Fund (ESVF). This levy is passed on in full to the State Government to fund Victoria's emergency services. For further information, please visit **sro.vic.gov.au/esvf** or contact the ESVF support line 1300 819 033.

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, Monday 30 June 2025.

HOW TO PAY

Council Approved Direct Debit

Pay by 4 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.

In person

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.

BPAY

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.

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

24th November 2025

VICTORIAN STATEWIDE CONVEYANCING P/L.

Dear VICTORIAN STATEWIDE CONVEYANCING P/L.,

RE: Application for Water Information Statement

Property Address:	12/148 MITCHAM ROAD DONVALE 3111
Applicant	VICTORIAN STATEWIDE CONVEYANCING P/L.
Information Statement	30993015
Conveyancing Account Number	8998494776
Your Reference	MS 20252545

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address 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
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Yarra Valley Water Property Information Statement

Property Address	12/148 MITCHAM ROAD DONVALE 3111

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

YVW has imposed conditions on the erection of structures on or near the water and/or sewer assets and/or easement. This consent binds the owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

This property has a structure built over or within 1 meter of our assets or easements without our formal consent under the Water Act 1989. Yarra Valley Water does not consent to the structure built over our assets and or easement as the structure does not comply with our requirements for access to sewer assets for maintenance and repair purposes.

While Yarra Valley Water is empowered by the Water Act 1989 to remove the structure and charge the property owner for all removal costs, for the time being Yarra Valley Water does not object to the retention of the structure in its current location. We are willing to defer our right to remove the structure immediately, but we reserve the right to remove the structure at any future time should maintenance or repair to the sewer require such action. The property owner is solely responsible for any injury, loss or damage to the structure as a result of it being constructed over the sewer, or, due to the repair, maintenance or rehabilitation of the sewer by Yarra Valley Water, and all subsequent removal and repair

costs.

This condition binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989.

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

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

2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

Melbourne Water Property Information Statement

Property Address	12/148 MITCHAM ROAD DONVALE 3111

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

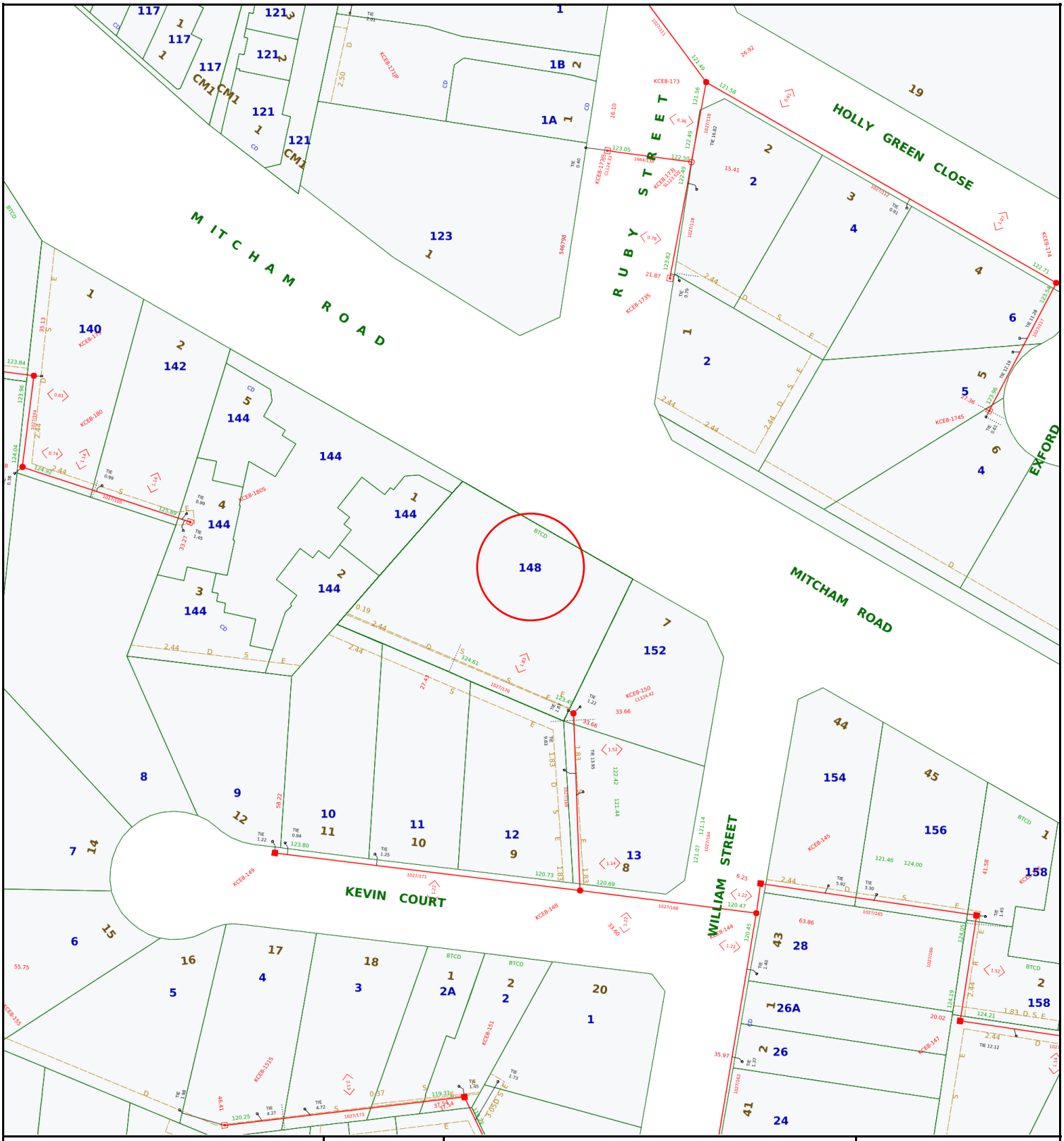
Information available at Melbourne Water indicates that this property is not subject to flooding from Melbourne Water's drainage system, based on a flood level that has a probability of occurrence of 1% in any one year.

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: 30993015

Address	12/148 MITCHAM ROAD DONVALE 3111
Date	24/11/2025
Scale	1:1000

N

Yarra Valley Water

ABN 93 066 902 501

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

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

YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

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

VICTORIAN STATEWIDE CONVEYANCING P/L.
MEGAN@VICTORIANSTATEWIDE.COM.AU

RATES CERTIFICATE

Account No: 7616880884
Rate Certificate No: 30993015

Date of Issue: 24/11/2025
Your Ref: MS 20252545

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 12/148 MITCHAM RD, DONVALE VIC 3111	12\PS747695	5146980	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	$21.26	$21.26
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	$122.58	$122.58
Parks Fee	01-10-2025 to 31-12-2025	$22.63	$22.63
Drainage Fee	01-10-2025 to 31-12-2025	$31.51	$31.51
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	$28.58
		Total for This Property	$226.56

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 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 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 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 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 01/07/2025, Residential Recycled Water Usage is billed 196.81 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: 5146980

Address: UNIT 12/148 MITCHAM RD, DONVALE VIC 3111

Water Information Statement Number: 30993015

HOW TO PAY

BPAY

Biller Code: 314567
Ref: 76168808848

Amount Paid		Date Paid		Receipt Number	

16th October 2017

Farnood Erfanian
care of
admin@erfaniandevelopments.com.au

Dear Farnood Erfanian,

APPLICATION FOR BUILD OVER CONDITIONS

Application ID	290667
Property Address	148 MITCHAM ROAD DONVALE 3111 150 MITCHAM ROAD DONVALE 3111
Service Location ID	1314873 1314874

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

The 150mm sewer main at the southern end of the lots is to be abandoned by engaging a live sewer contractor. The applicant can then connect a new 150mm branch in accordance with WSAA standards. No inspections can be booked for the new branch until the abandonment work has been completed and Yarra Valley Water notified by a field note.

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

Build Over Condition Summary *
Residential or Habitable Structure • cannot build over the sewer main and 600mm horizontal clearance is required • cannot build over any sewer branch and 600mm horizontal clearance is required
Brick Fences and Retaining Walls including any interlocking block walls • cannot build over the maintenance hole and 1m horizontal clearance from the outside edge of the cover surround is required

Driveways & Paving (Plain Concrete Only) for a Residential Property (Please Note Ramps over sewer mains are not allowed) • no conditions imposed
Excavation & Landscaping • can be undertaken over the sewer main and 600mm horizontal and vertical clearance is required, maximum fill over the sewer main is 1m • cannot be undertaken over the sewer branch servicing an adjoining property or multiple lots and 600mm horizontal clearance is required • cannot be undertaken over the maintenance hole and 1m horizontal clearance from the outside edge of the cover surround is required

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

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

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

Yours sincerely,



John Maudsley

Divisional Manager, Development Services

SPECIFIC CONDITIONS APPLICABLE TO THIS APPLICATION:

For any residential or habitable structure in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to the attached plan 'B' for this structure;
2. The proposed structure cannot be built over the sewer asset. A minimum 600 mm horizontal clearance must be maintained from the outside edge of the sewer main
3. If the proposed structure is to be situated within 750 mm of the sewer main as shown on the attached plan, confirmation of the sewer's actual location may need to be determined by a Yarra Valley Water Representative. If requested, YVW can perform this inspection. Standard fees will apply.
4. Driven Piles are not permitted.
5. Footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Maximum width allowed for eaves is 600mm.
8. Balconies/ canopies are permitted where height clearances as indicated in the table below are achieved

Height Clearance – height clearance is taken to be height of the walls	
Depth to invert of sewer main	Minimum height clearance above floor level
Less than 2.7m	2.1m or depth of sewer main whichever is greater
2.7m to 3.5m	2.7m

For any brick fences and retaining walls, including any interlocking block walls, in the vicinity of a maintenance hole, the following apply:

1. Refer to the attached plan 'A' or 'D' for this structure.
2. The proposed structure cannot be built over the sewer asset. A minimum 1000 mm horizontal clearance from the outside edge of the cover surround is required.
3. Driven Piles are not permitted.
4. Pad footings/ foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Where a structure is to be constructed boundary to boundary, suitable access to the sewer (which meets OH&S guidelines) must be provided to allow maintenance equipment and personnel access at all times.

7. Maintenance hole cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.

8. Maintenance holes can only be opened by YVW's authorised personnel.

For any excavation and landscaping for a residential property in the vicinity of a maintenance hole, the following apply:

1. Refer to the attached plans 'A' or 'D' for this structure
2. The proposed structure cannot be built over the sewer asset. A minimum 1000 mm horizontal clearance from the outside edge of the cover surround is required.
3. Driven Piles are not permitted.
4. Pad footings/ foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. Where a structure is to be constructed boundary to boundary, suitable access to the sewer (which meets OH&S guidelines) must be provided to allow maintenance equipment and personnel access at all times.
7. Maintenance hole cover levels must match new surface levels. Where alteration works are applicable the works are to be carried out by YVW at the Owner's expense.
8. Maintenance holes can only be opened by YVW's authorised personnel.

For any residential or habitable structure that has a property connection branch servicing an adjoining property or multiple lots, the following apply:

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

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

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

5. Driven piles are not permitted.

For any excavation and landscaping for a residential property in the vicinity of a sewer main up to and including 225 mm diameter and less than 3.5 m deep (excluding concrete sewers), the following apply:

1. Refer to attached plan 'A' or 'D' for this structure.
2. A minimum 600 mm horizontal clearance from the outside edge of the sewer main is required.
3. Driven Piles are not permitted.
4. Pad footings/foundations are permitted.
5. Where pad footings are not structurally acceptable, footings/ foundations must extend to a minimum depth to the angle of repose to the invert level of the sewer main, to ensure that no additional load will be placed on the sewer by the structure.
6. 24 hour unobstructed access is required.
7. Where you need to transverse the sewer main during excavation or landscaping, the following additional conditions apply
8. The maximum fill allowed over the sewer main is 1.0 m.
9. A minimum 600 mm vertical clearance is to be maintained over the sewer main
10. Rockeries and other garden ornamentation are permitted.
    Feature works must be easily relocatable.
11. Below ground ponds are not permitted.
12. The Owner will be responsible for the emptying and refilling of water features. This must comply with the current water restrictions in place.

This property has a structure built over or within 1 meter of our assets or easements without our formal consent under the Water Act 1989. Yarra Valley Water does not consent to the structure built over our assets and or easement as the structure does not comply with our requirements for access to sewer assets for maintenance and repair purposes.

While Yarra Valley Water is empowered by the Water Act 1989 to remove the structure and charge the property owner for all removal costs, for the time being Yarra Valley Water does not object to the retention of the structure in its current location. We are willing to defer our right to remove the structure immediately, but we reserve the right to remove the structure at any future time should maintenance or repair to the sewer require such action. The property owner is solely responsible for any injury, loss or damage to the structure as a result of it being constructed over the sewer, or, due to the repair, maintenance or rehabilitation of the sewer by Yarra Valley Water, and all subsequent removal and repair costs.

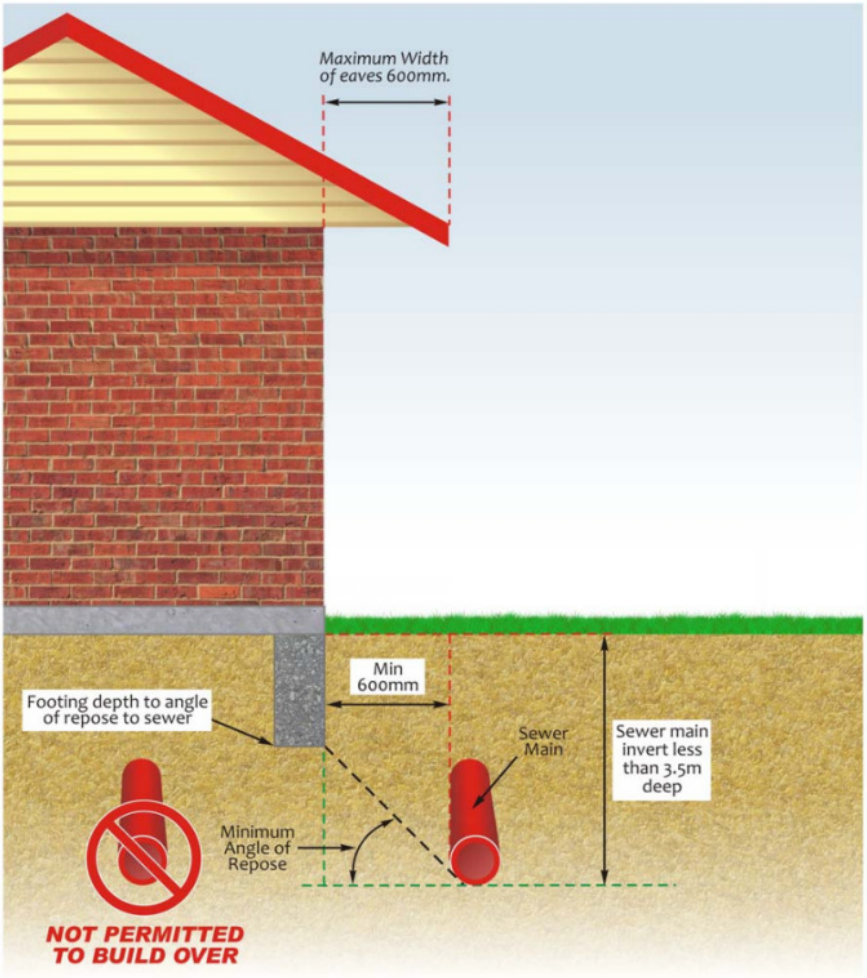
This condition binds the Owner(s) of the land and successors in title and is enforceable under Section 148 of the Water Act 1989. We have placed an encumbrance to this effect on the above property referencing these conditions.

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

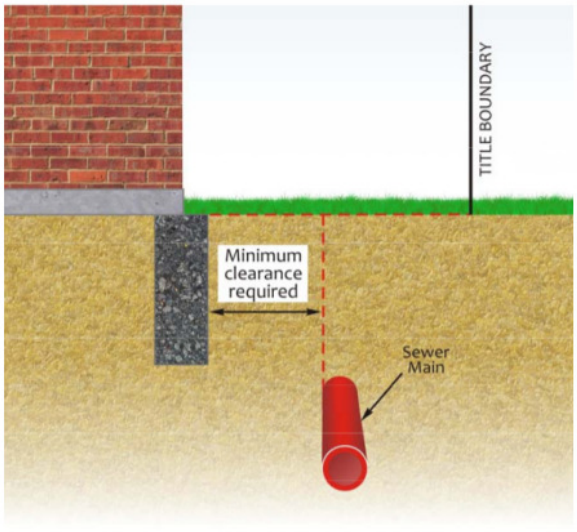
To complete the necessary work, you must apply for conditions at Yarra Valley Water details are available on the Yarra Valley website www.yvw.com.au

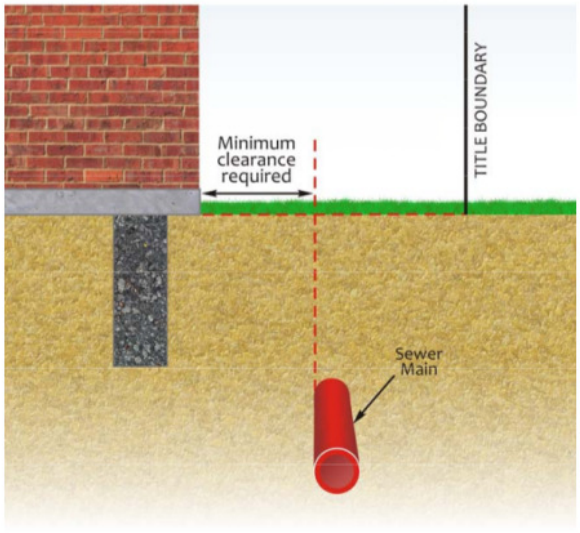
HABITABLE STRUCTURE

SEWER MAIN INVERT LESS THAN 3.5 METRES
HABITABLE STRUCTURE



CLEARANCES REQUIRED FROM ASSETS

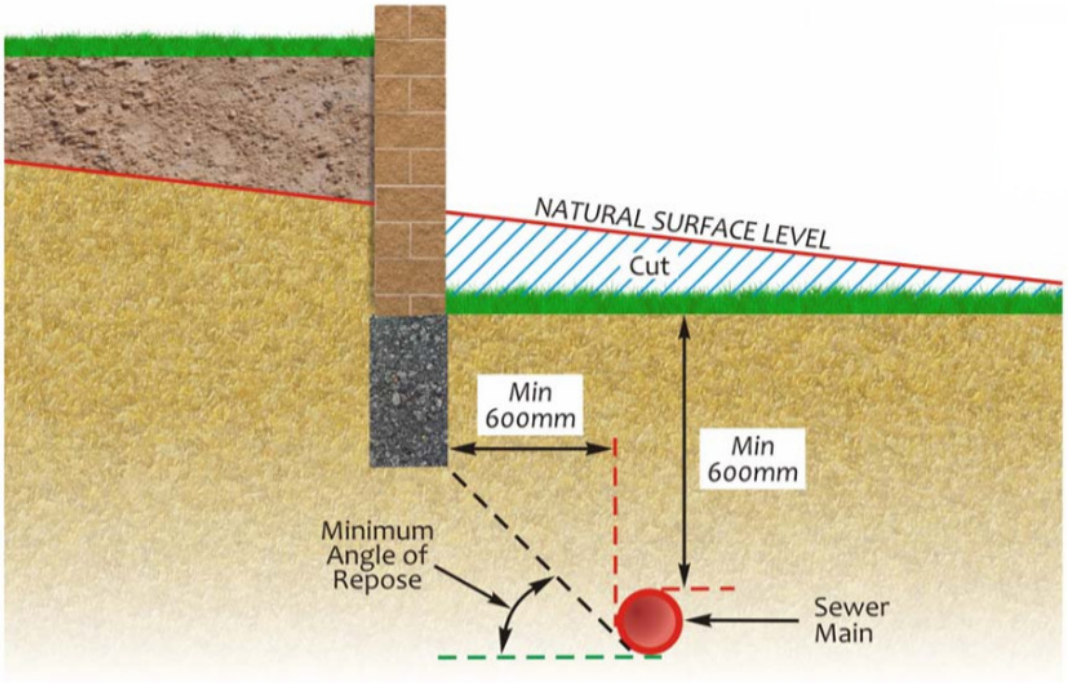


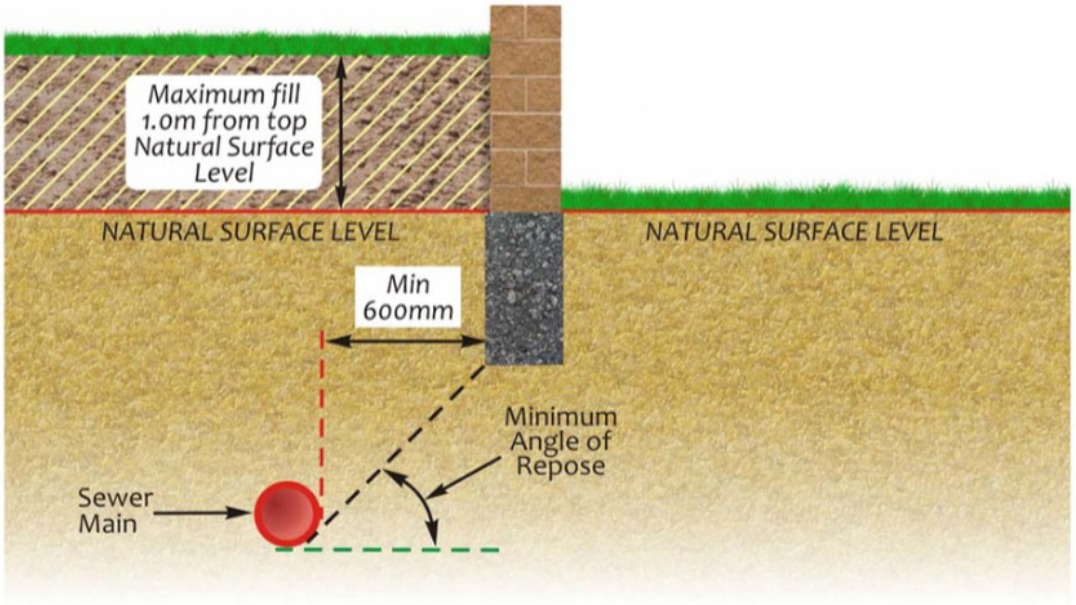


THE CLEARANCE IS TAKEN TO THE CLOSEST PART OF THE WORKS, BE IT FOUNDATION OR WALL

EXCAVATION - CUT & FILL

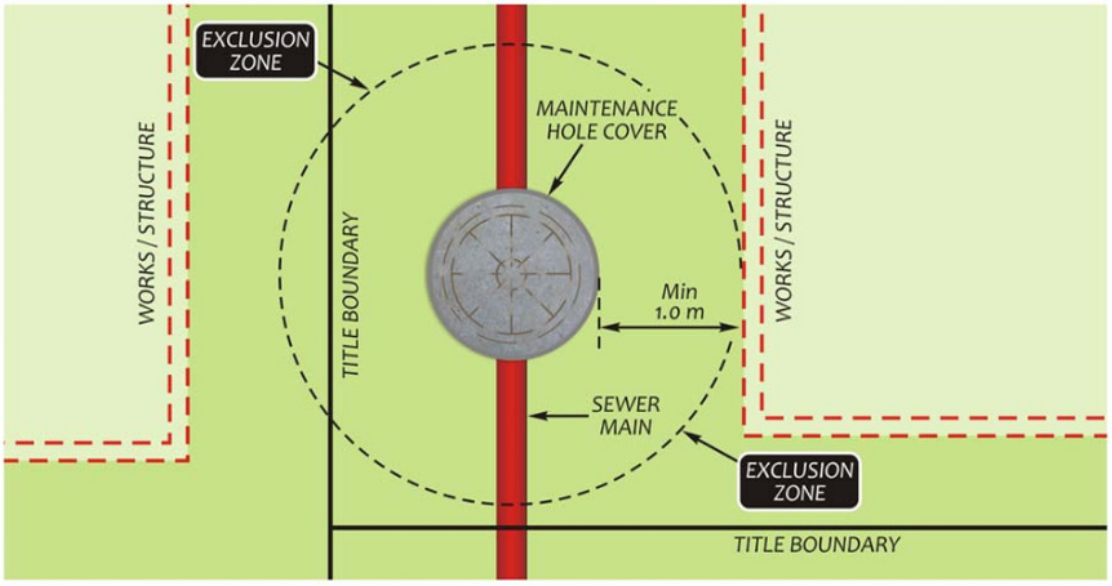
ADJACENT TO SEWER



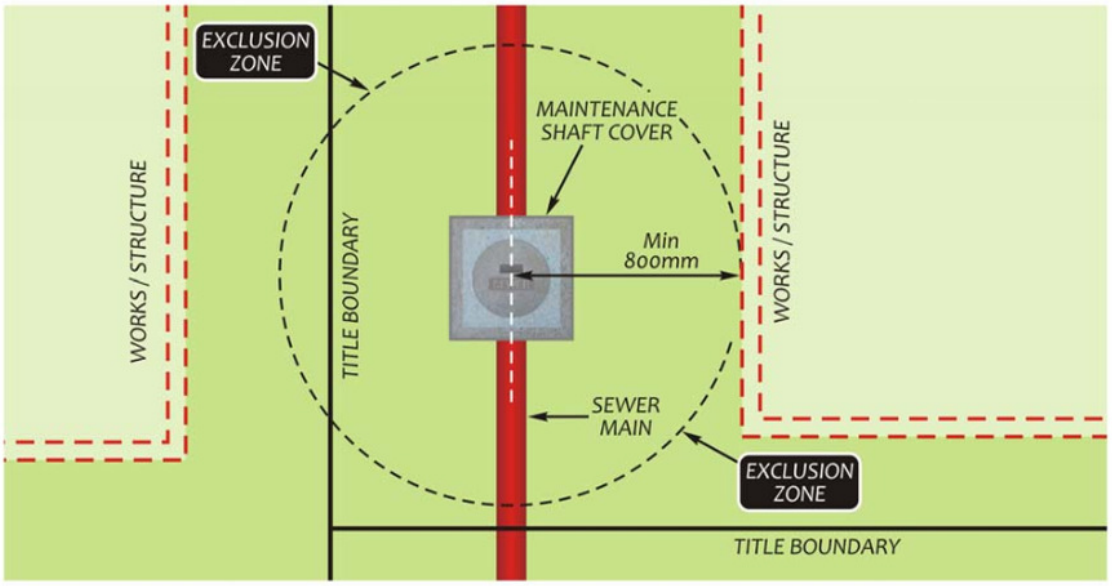


MAINTENANCE STRUCTURES

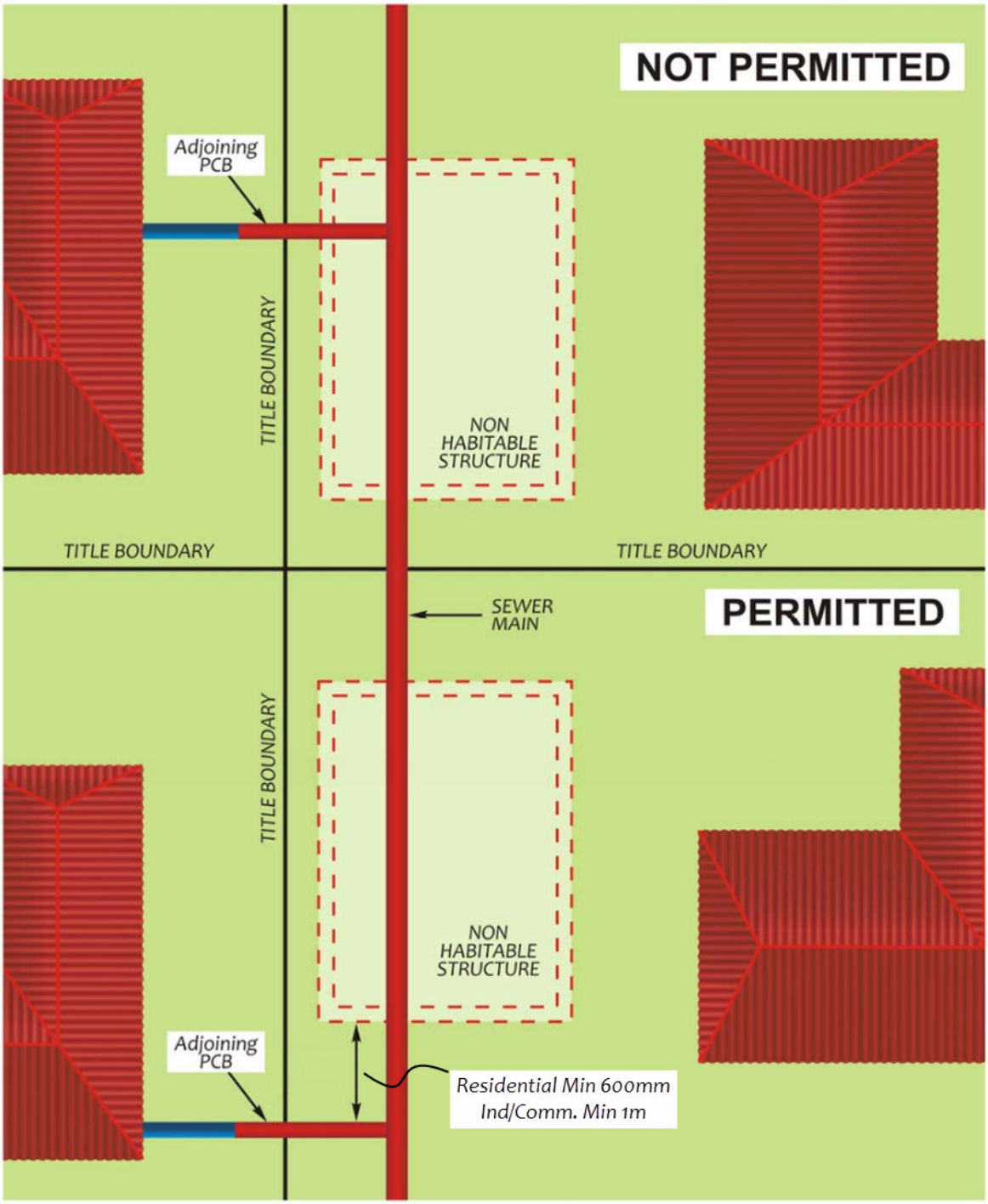
MAINTENANCE HOLE



MAINTENANCE CHAMBER, MAINTENANCE SHAFT & INSPECTION SHAFT



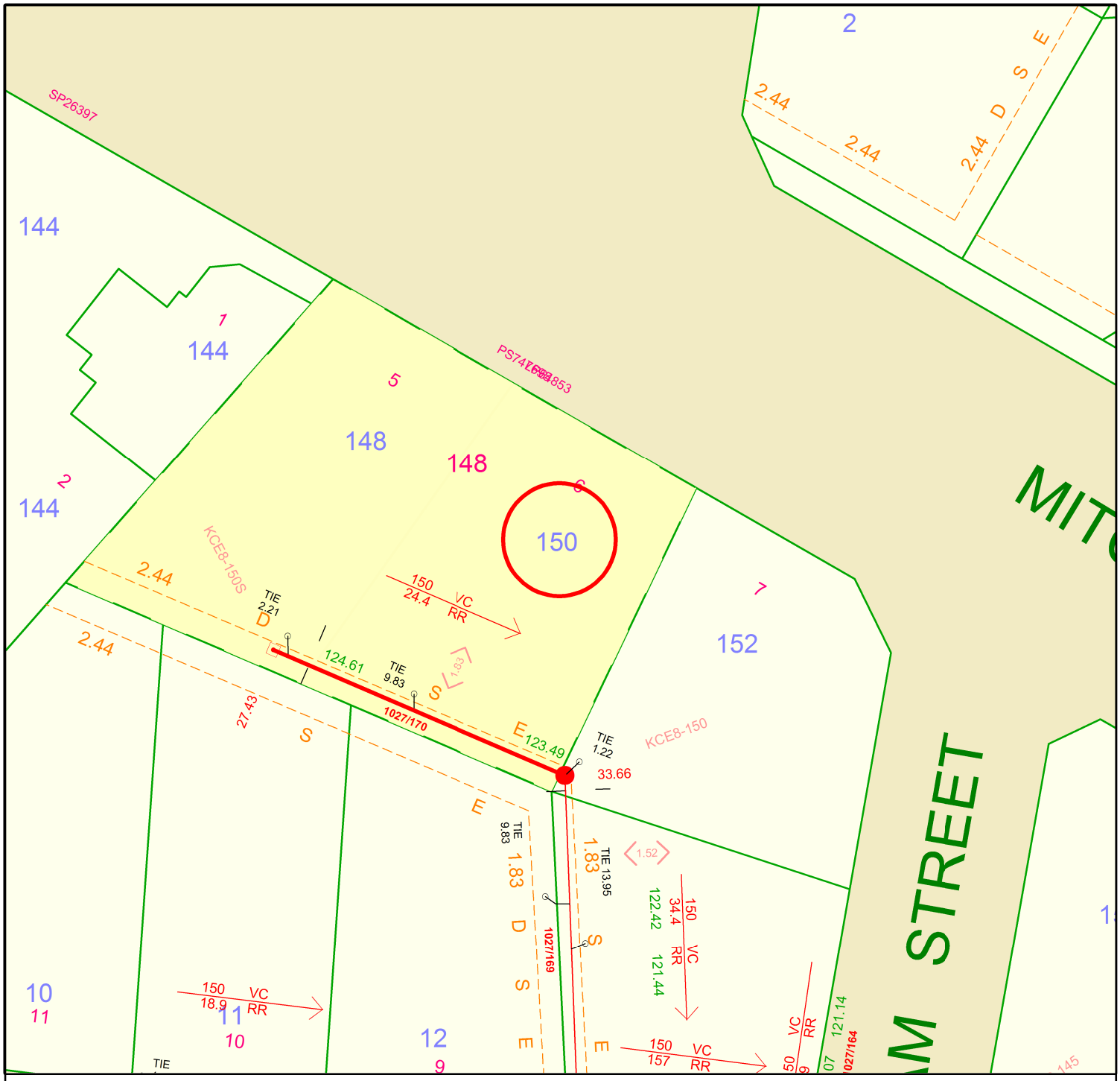
ADJOINING PROPERTY CONNECTION BRANCH



Sewer Mains - Relevant Water Authority Responsibility

Internal Property Drains - Owners Responsibility

PCB Property Connection Branch



Yarra Valley Water Sewerage Depth Offset Asset Map

Address 150 MITCHAM ROAD DONVALE 3111

Date	16/10/2017
Scale	500

N

Yarra Valley Water
ABN 93 066 902 501

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

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

Abbreviation Pipe Material

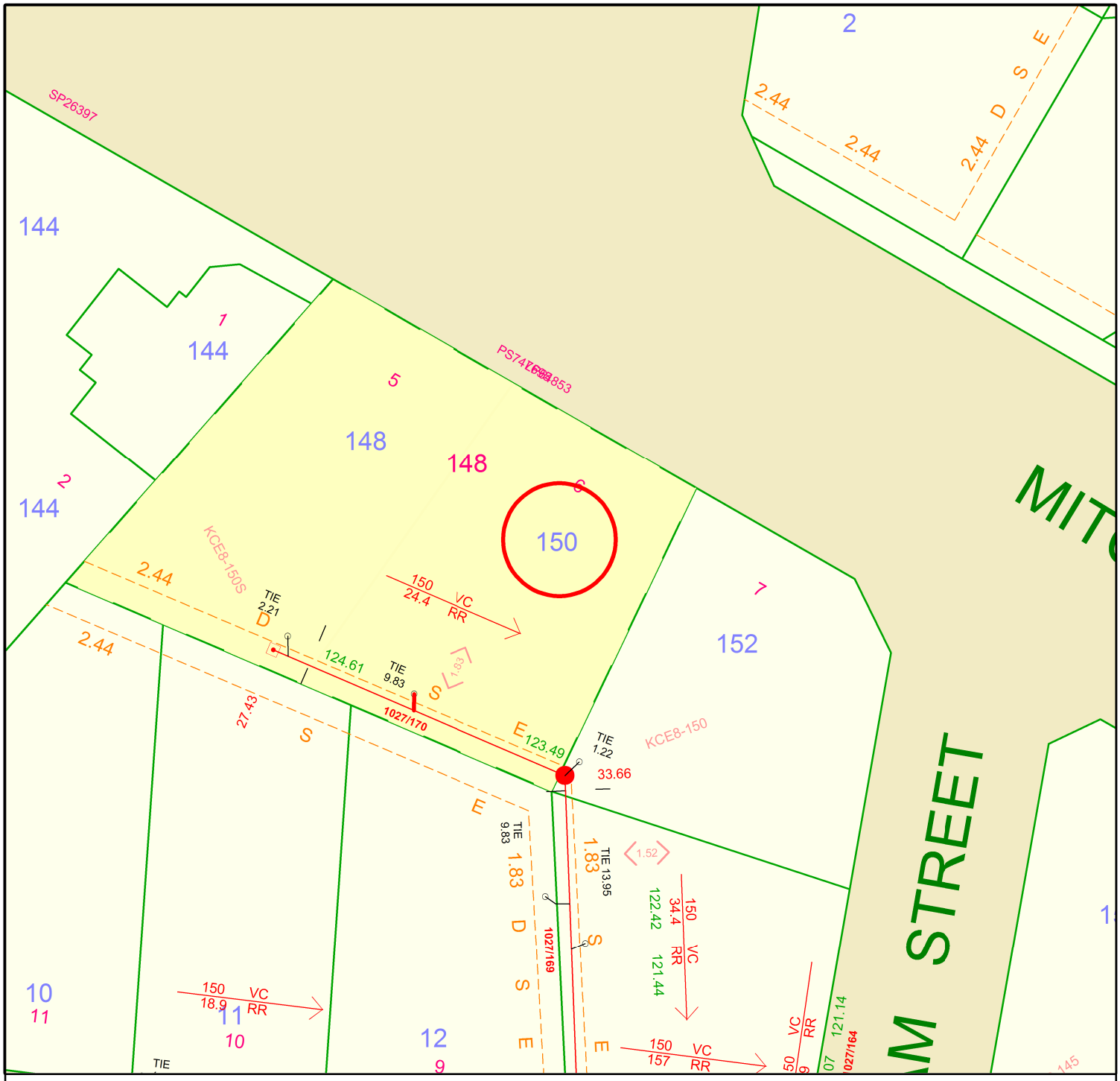
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 150
Pipe Material: VC
Average Depth (m): 1.24
Branch Length (m): 0.81

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

YVW Ref: 1314874



Yarra Valley Water
Sewer Branch
Asset Map

Address 150 MITCHAM ROAD DONVALE 3111

Date	16/10/2017
Scale	500

N

Yarra Valley Water
ABN 93 066 902 501

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

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

Abbreviation Pipe Material

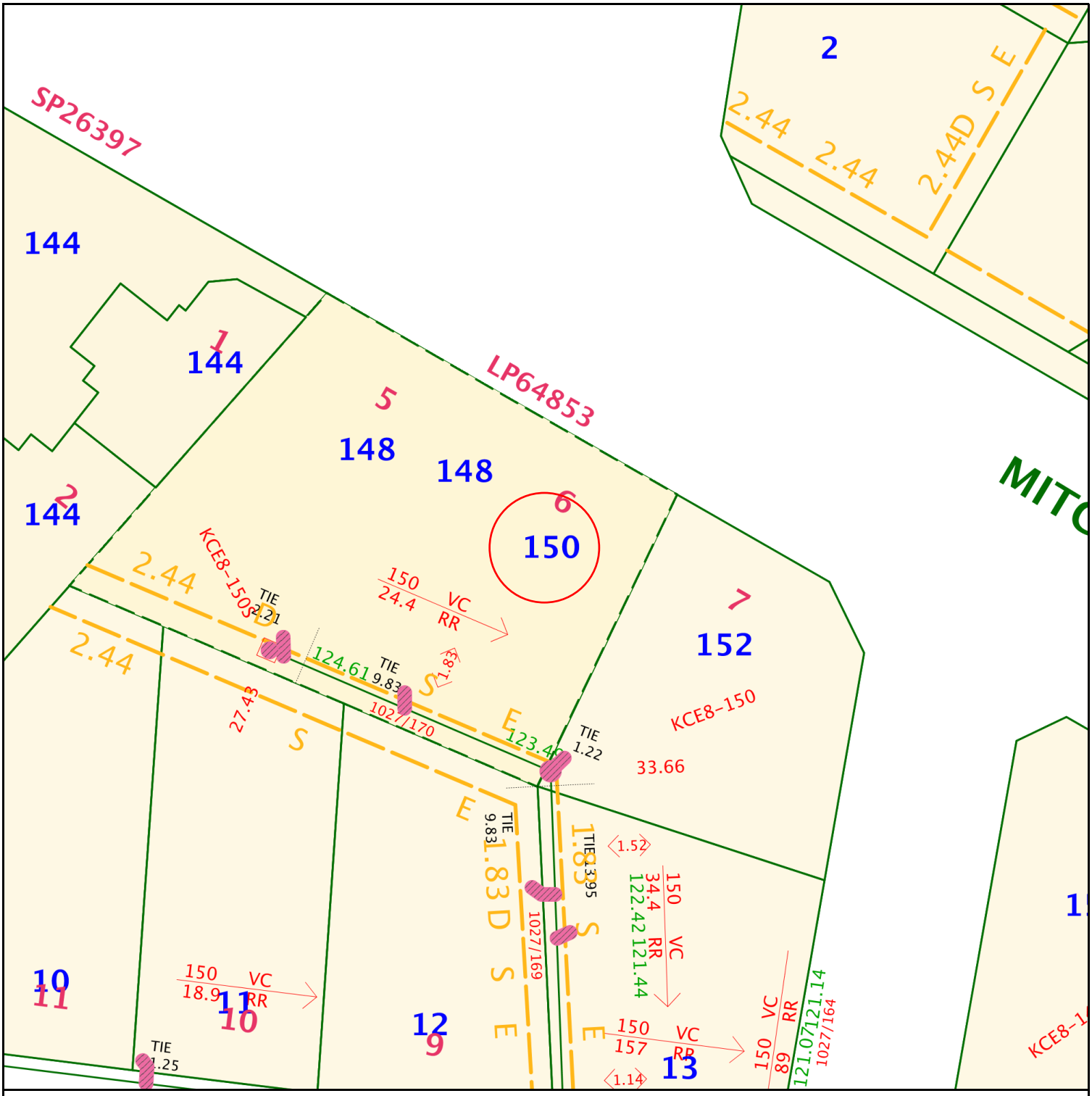
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCONCC	Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Branch Size: 100
Branch Material: VC
Branch Depth (m): 0.96
Branch Length(m) 0.81

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

YVW Ref: 1314874



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

Address 150 MITCHAM ROAD DONVALE 3111

Date	16/10/2017
Scale	1:500

N

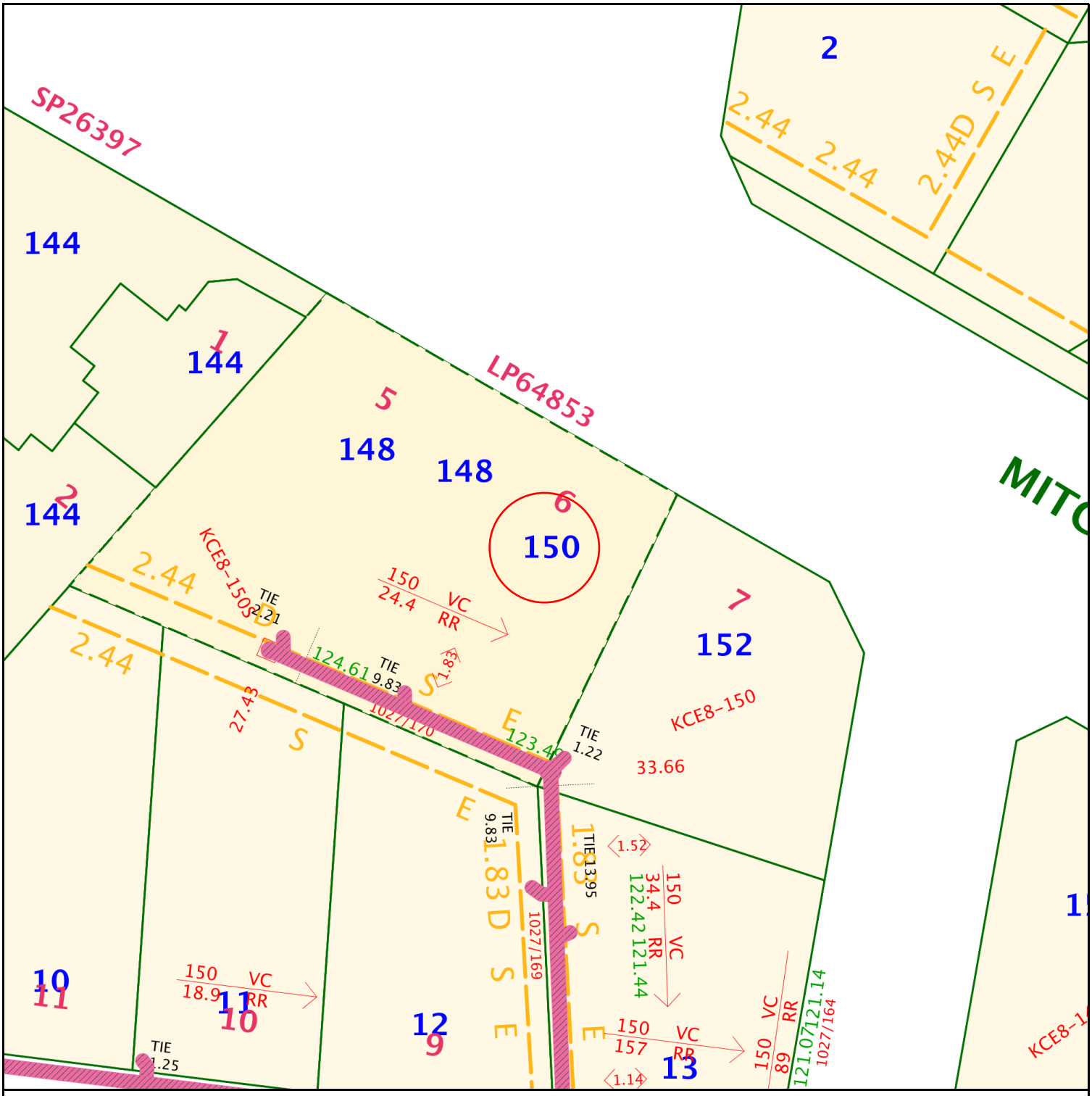
Yarra Valley Water
ABN 93 066 902 501

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

Yarra Valley Water Application ID: 290667

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

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



Yarra Valley Water
Build Over Plan Reference: Plan B
Residence & Habitable Structures

Address 150 MITCHAM ROAD DONVALE 3111

Date	16/10/2017
Scale	1:500

N

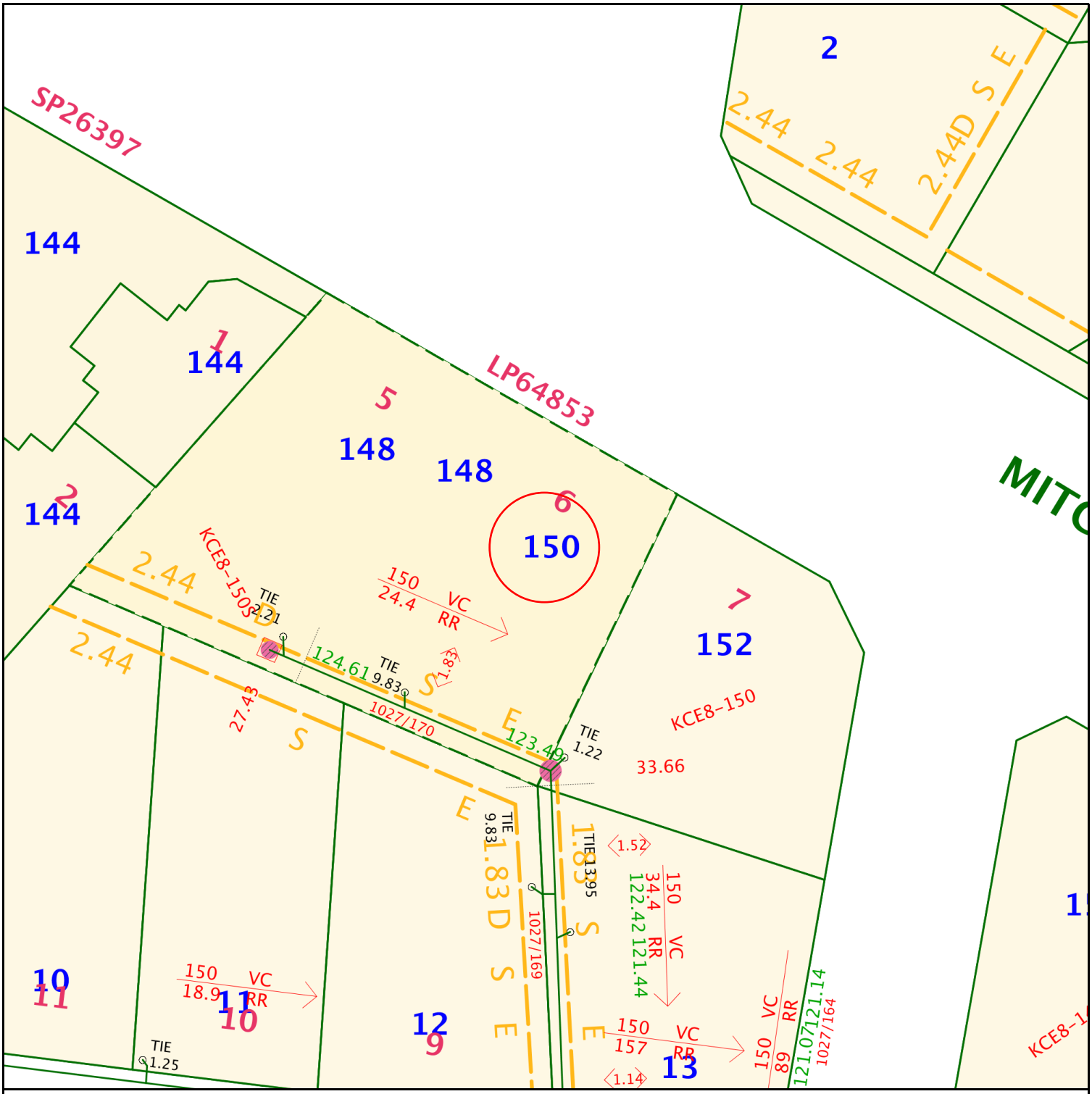
Disclaimer: This Build Over Plan imposes conditions on the erection of structures on or near Water and / or Sewer assets and / or within easements. This restriction is enforceable under Section 148 of the Water Act 1989.

Yarra Valley Water
ABN 93 066 902 501

Yarra Valley Water Application ID: 290667

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

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



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

Address 150 MITCHAM ROAD DONVALE 3111

Date	16/10/2017
Scale	1:500

N

Yarra Valley Water
ABN 93 066 902 501

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

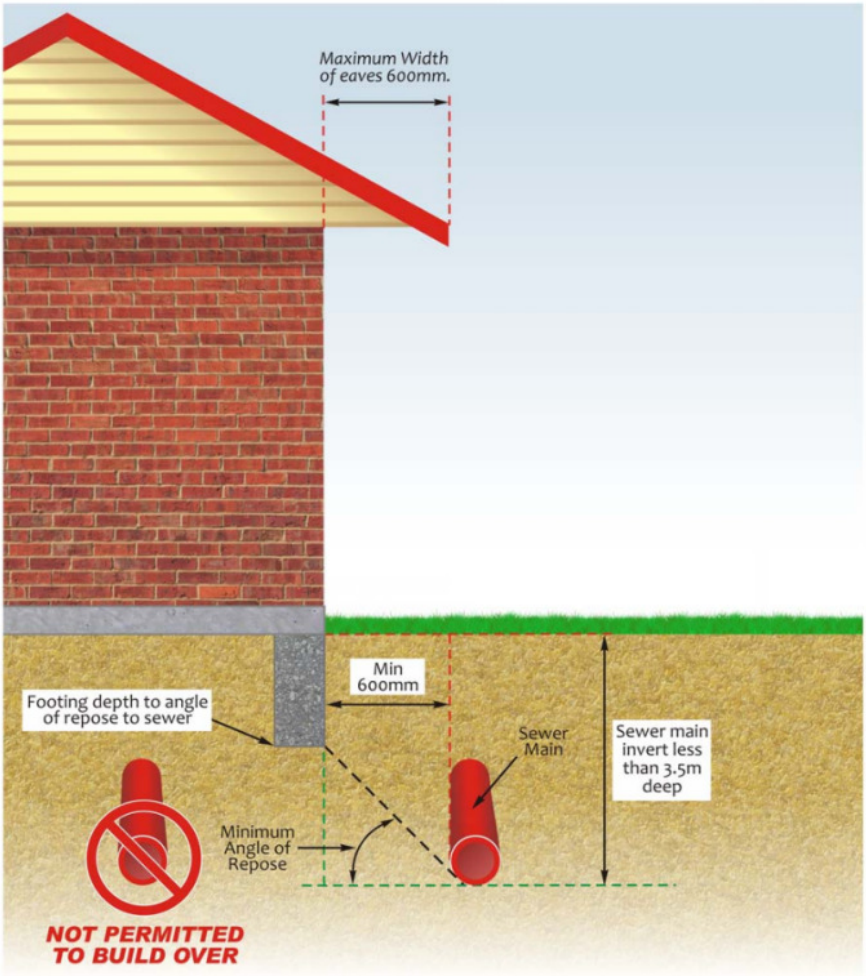
Yarra Valley Water Application ID: 290667

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

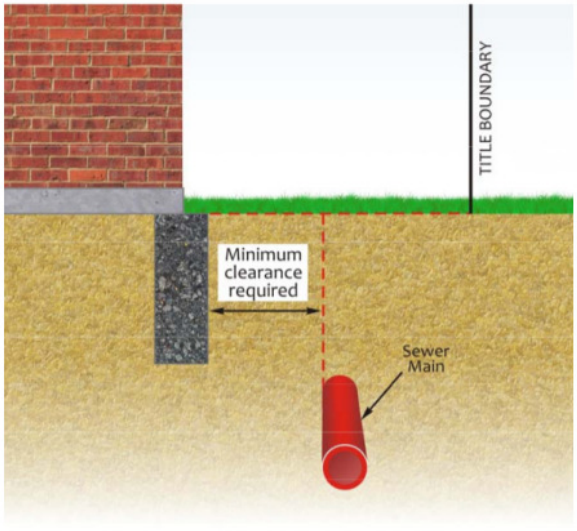
LEGEND	SYMBOL	RELEVANT CONDITIONS AND REQUIREMENT
Red circled area	○	Your property's identification on the plan.
Orange line	- - - -	Boundary of easement.
Red shaded area	▨	Assets and area that cannot be built over except if conditions are specified.
Yellow hatched area	▨	Assets and area that cannot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

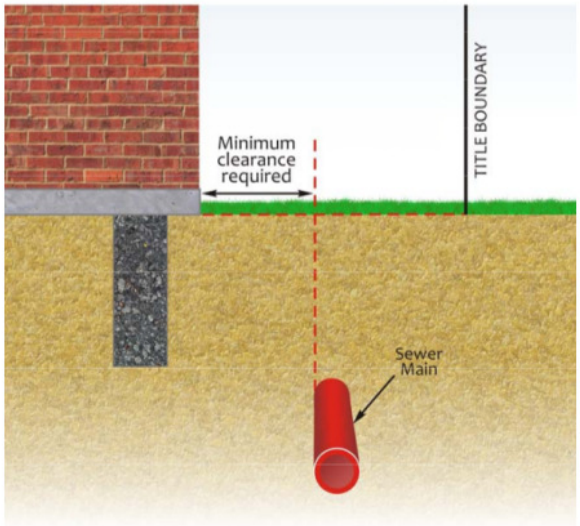
HABITABLE STRUCTURE

SEWER MAIN INVERT LESS THAN 3.5 METRES
HABITABLE STRUCTURE



CLEARANCES REQUIRED FROM ASSETS

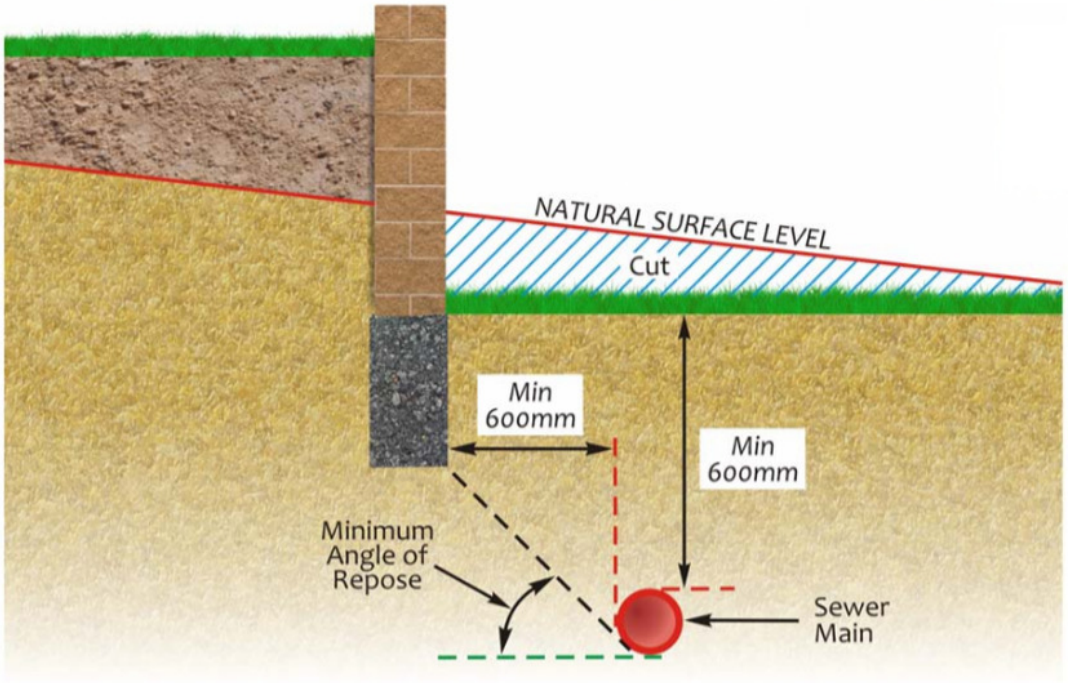


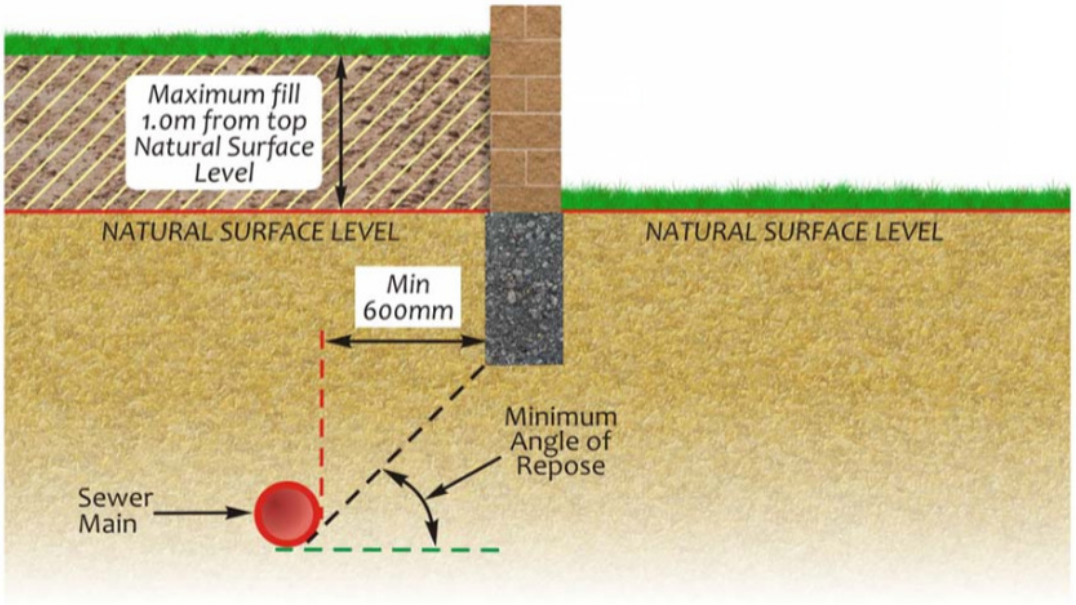


THE CLEARANCE IS TAKEN TO THE CLOSEST PART OF THE WORKS, BE IT FOUNDATION OR WALL

EXCAVATION - CUT & FILL

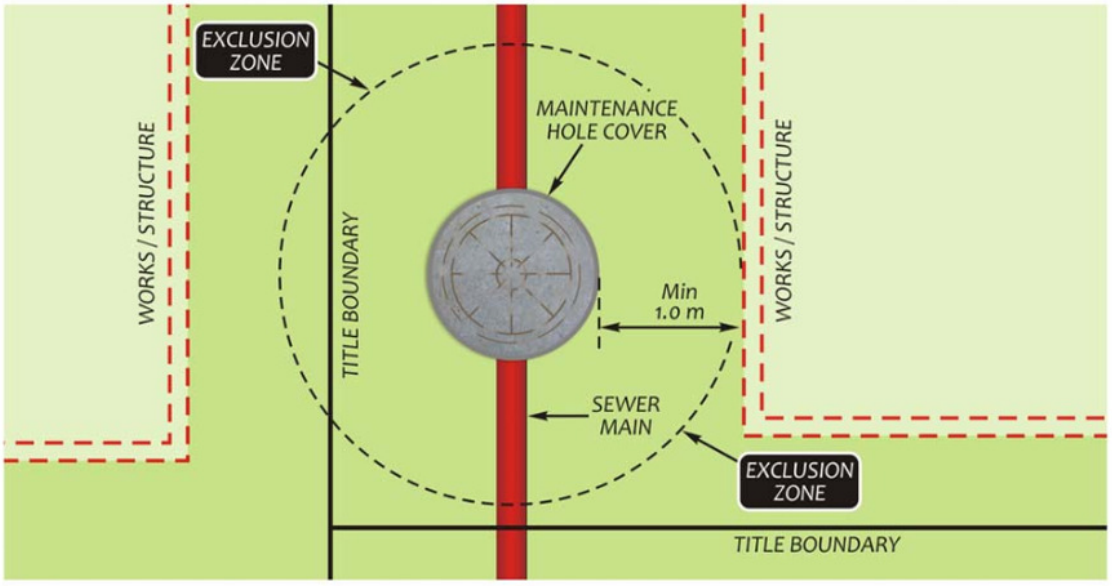
ADJACENT TO SEWER



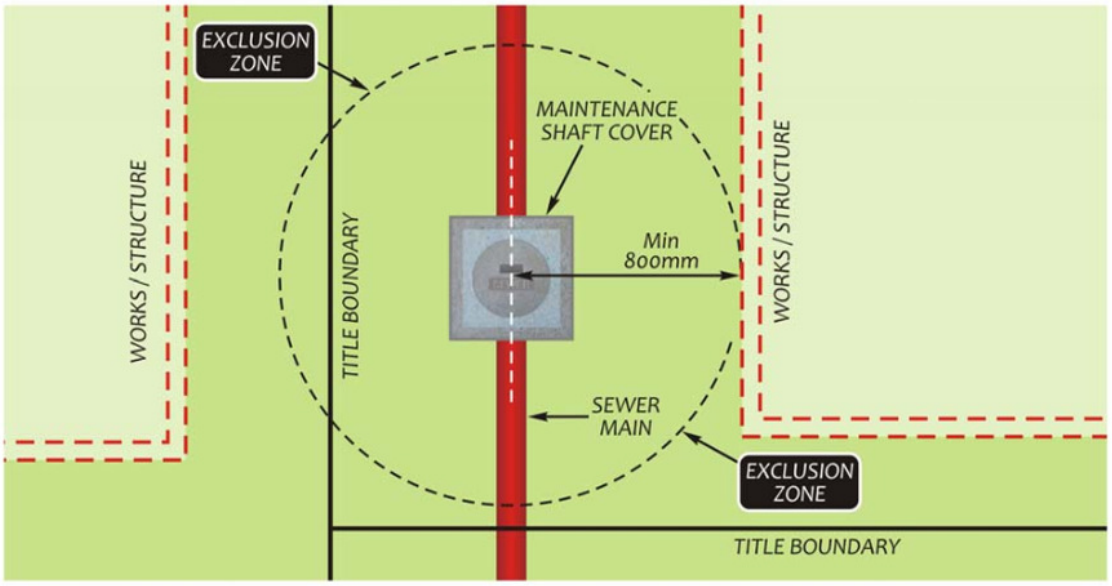


MAINTENANCE STRUCTURES

MAINTENANCE HOLE

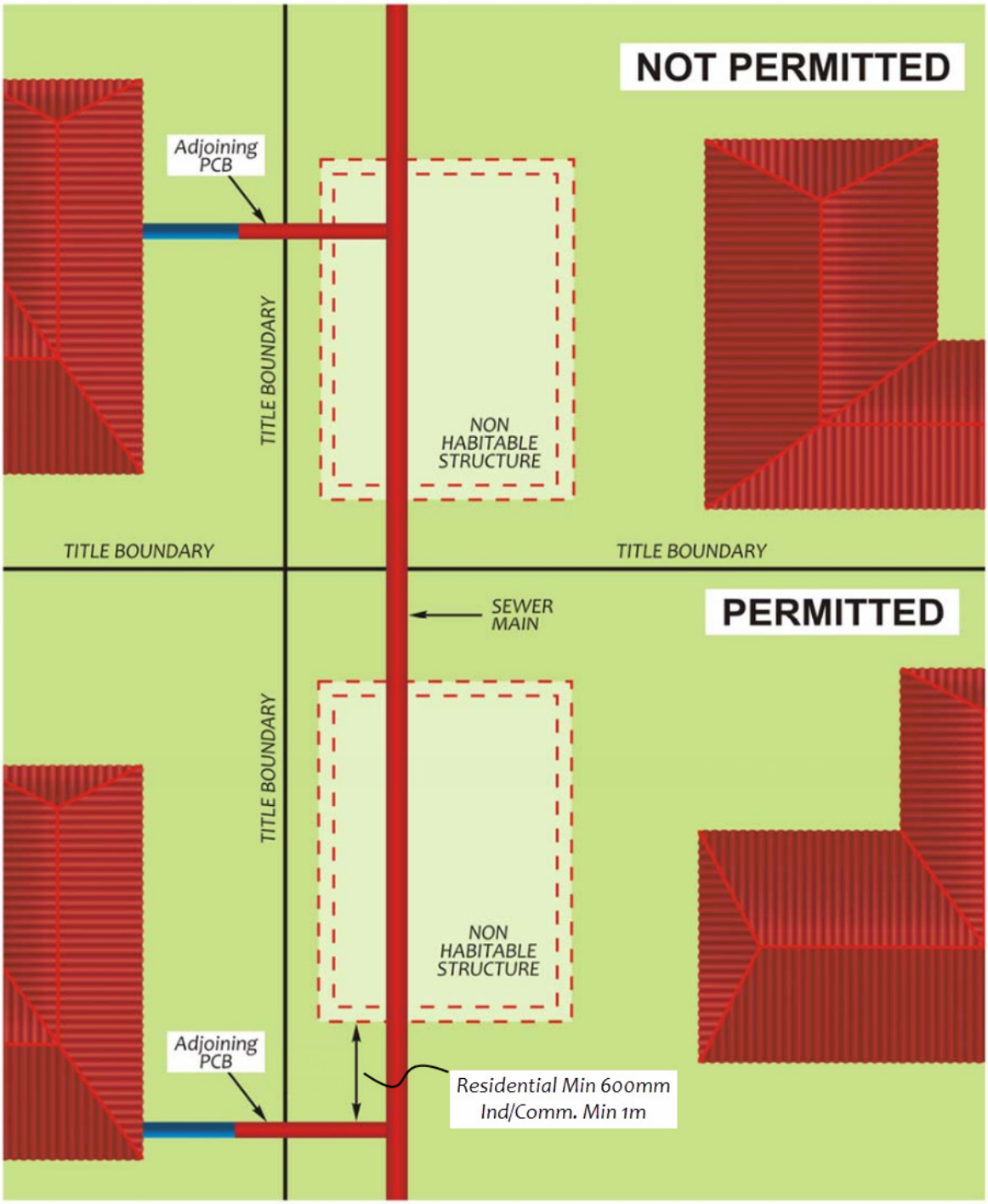


MAINTENANCE CHAMBER, MAINTENANCE SHAFT & INSPECTION SHAFT



ADJOINING PROPERTY CONNECTION BRANCH

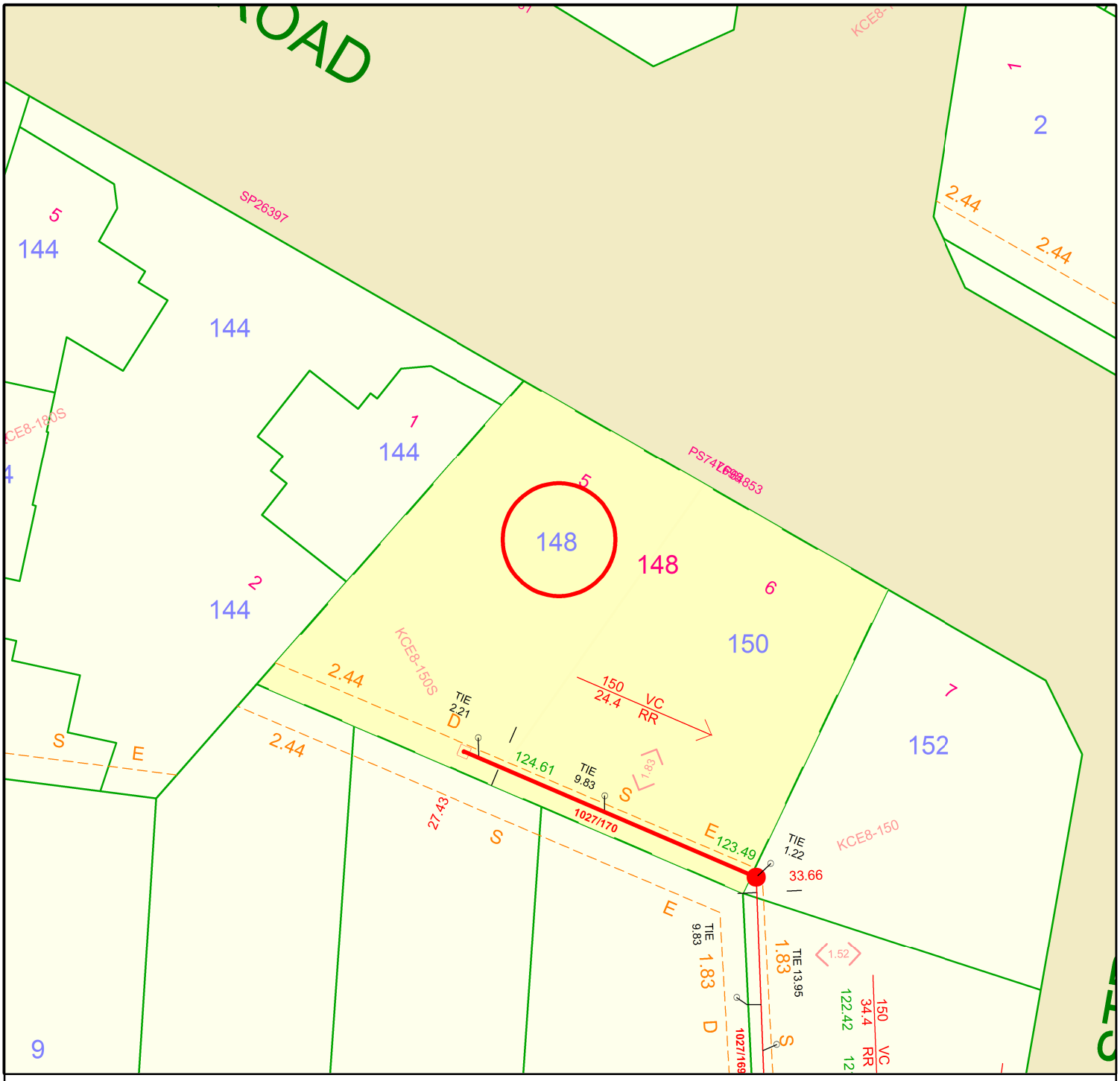
ADJOINING PROPERTY CONNECTION BRANCH



Sewer Mains - Relevant Water Authority Responsibility

Internal Property Drains - Owners Responsibility

PCB Property Connection Branch



Yarra Valley Water Sewerage Depth Offset Asset Map

Address 148 MITCHAM ROAD DONVALE 3111

Date	16/10/2017
Scale	500

N

Yarra Valley Water
ABN 93 066 902 501

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

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

Abbreviation Pipe Material

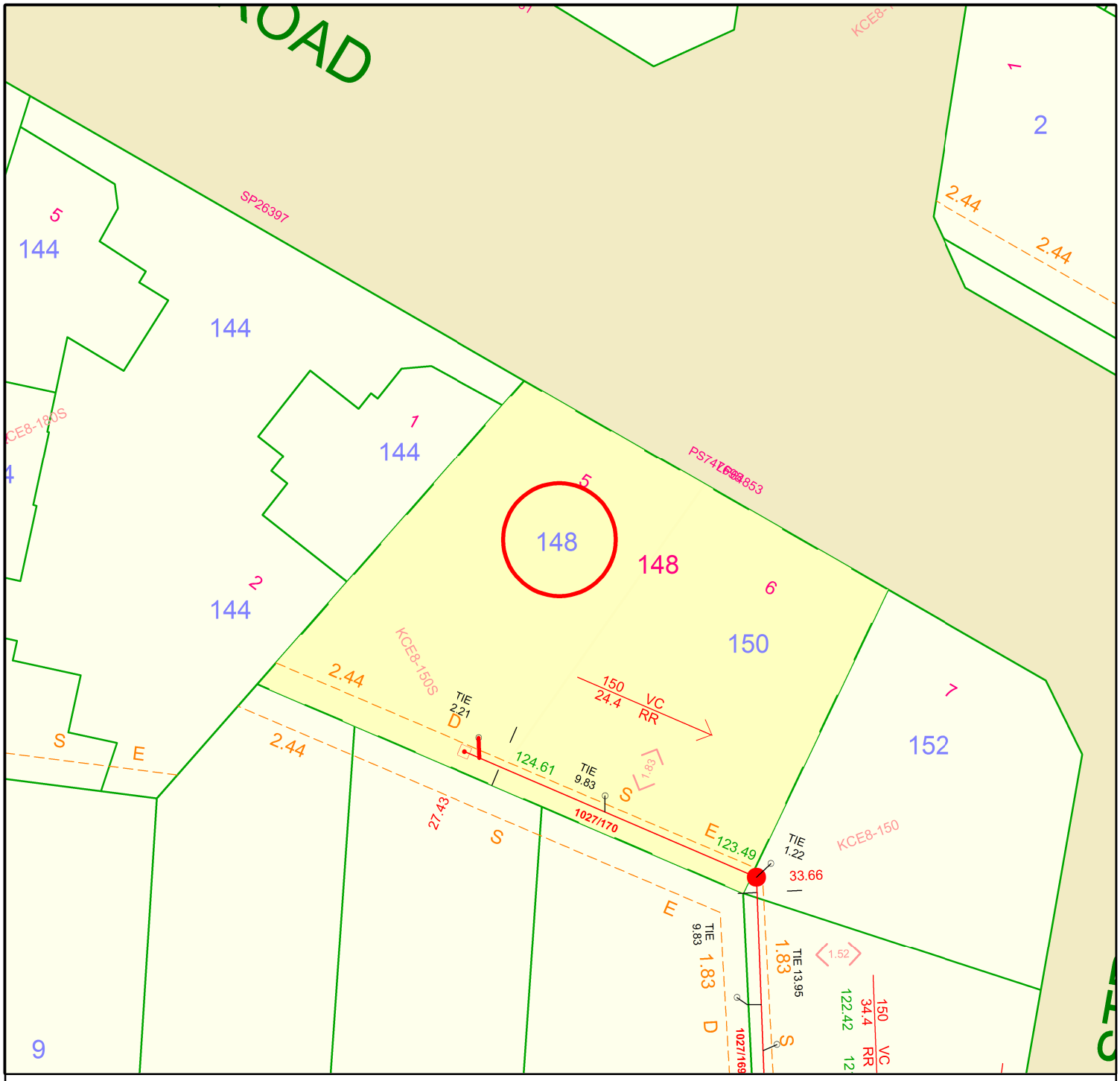
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCON	CC Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Pipe Size: 150
Pipe Material: VC
Average Depth (m): 1.24
Branch Length (m): 0.81

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

YVW Ref: 1314873



Yarra Valley Water
Sewer Branch
Asset Map

Address 148 MITCHAM ROAD DONVALE 3111

Date	16/10/2017
Scale	500

N

Yarra Valley Water
ABN 93 066 902 501

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

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

Abbreviation Pipe Material

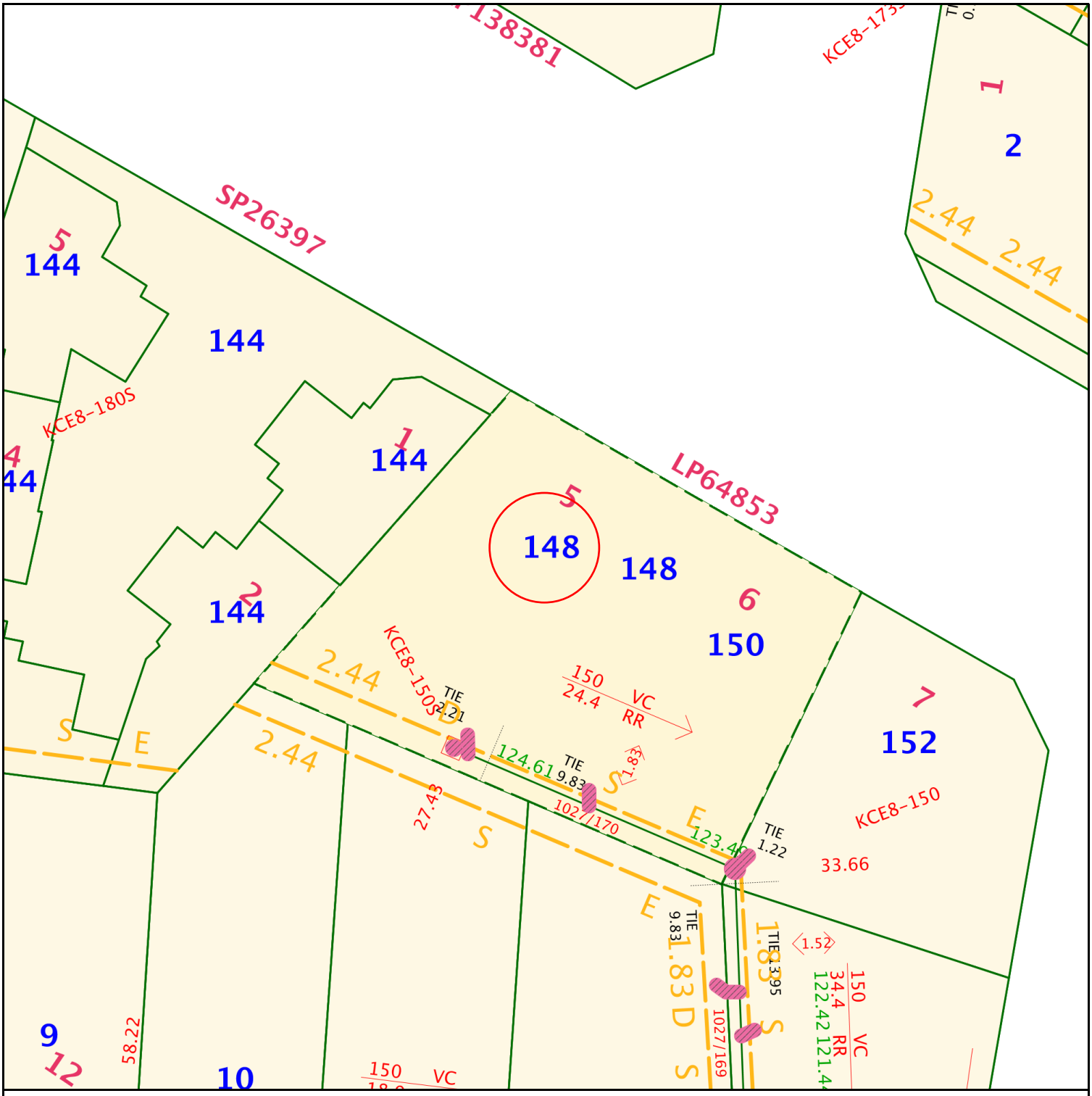
VC	VITREOUS CLAY
PVC-NP	UPVC - Non Pressure
PVC-PW	UPVC - Profile Wall
CONC	CONCRETE
RC/UCONCC	Re/Un-reinforced
PP_SW	POLYPROYLENE
HDPE	POLYETHYLENE
CI	CAST IRON

ASSET DETAILS

Branch Size: 100
Branch Material: VC
Branch Depth (m): 1.57
Branch Length(m) 0.81

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

YVW Ref: 1314873



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

Address 148 MITCHAM ROAD DONVALE 3111

Date	16/10/2017
Scale	1:500

N

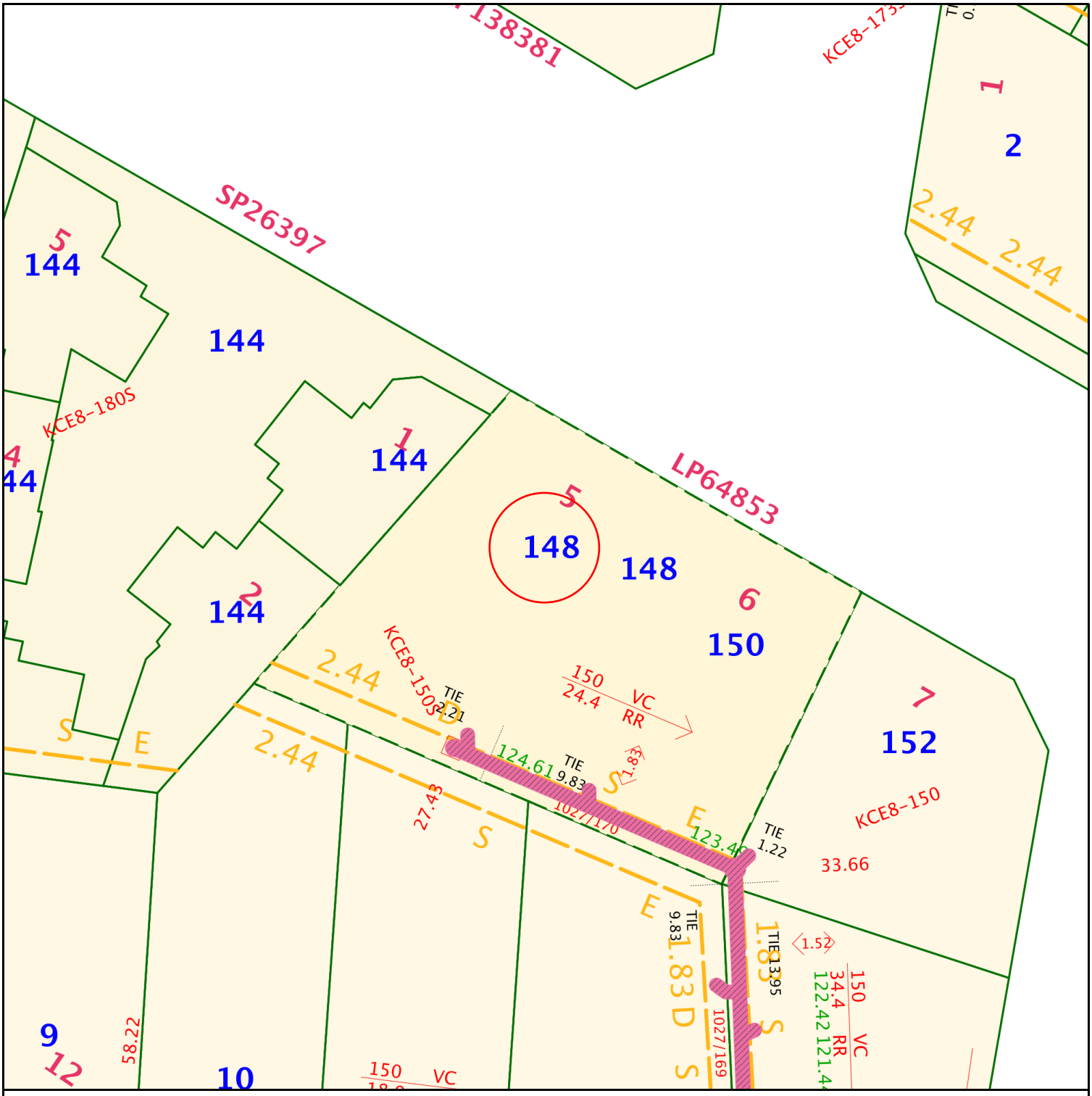
Yarra Valley Water
ABN 93 066 902 501

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

Yarra Valley Water Application ID: 290667

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

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



Yarra Valley Water
Build Over Plan Reference: Plan B
Residence & Habitable Structures

Address 148 MITCHAM ROAD DONVALE 3111

Date	16/10/2017
Scale	1:500

N

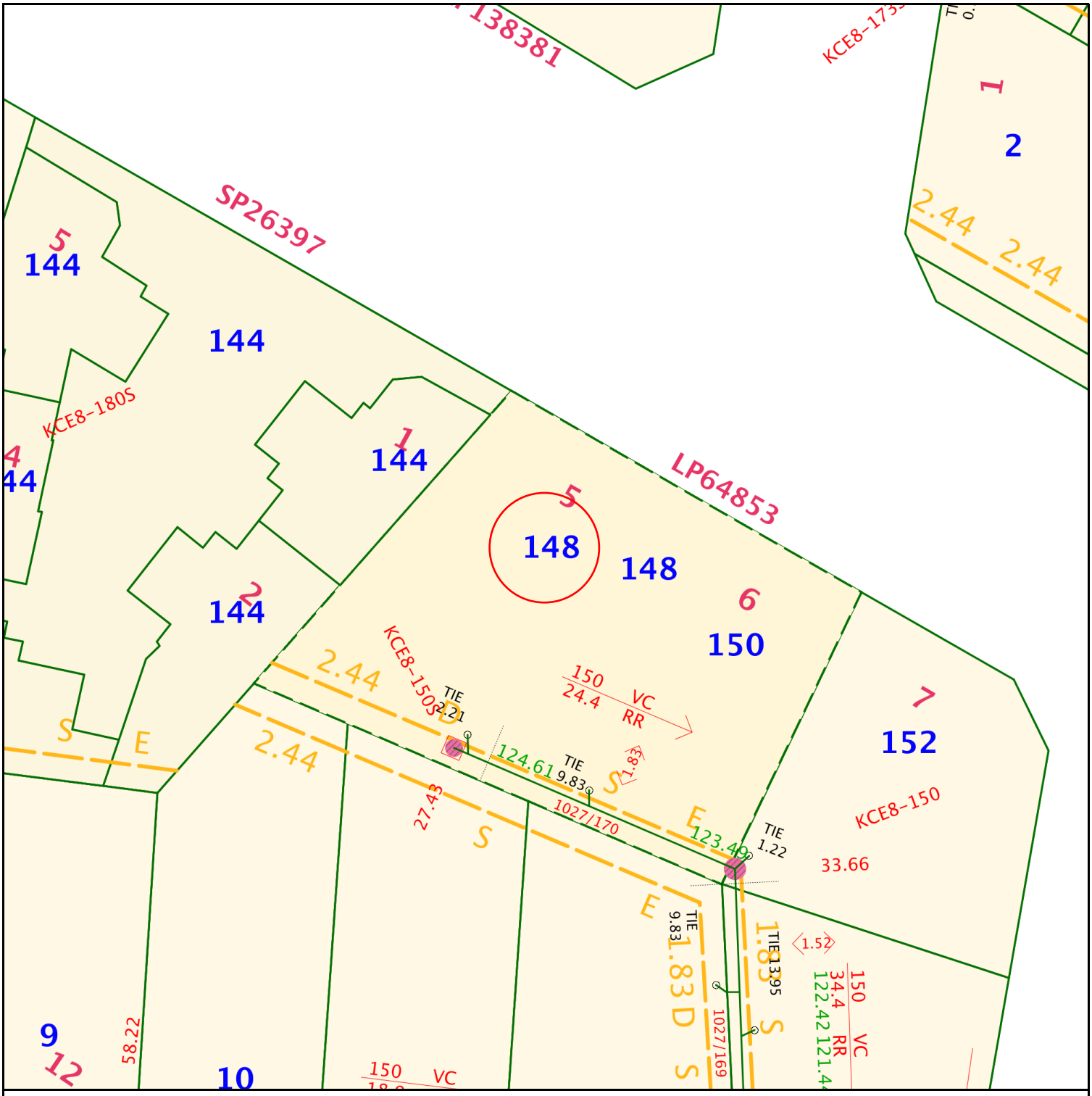
Yarra Valley Water
ABN 93 066 902 501

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

Yarra Valley Water Application ID: 290667

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

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



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

Address 148 MITCHAM ROAD DONVALE 3111

Date	16/10/2017
Scale	1:500

N

Yarra Valley Water
ABN 93 066 902 501

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

Yarra Valley Water Application ID: 290667

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

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

CONDITIONS APPLICABLE TO THIS APPLICATION:

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

Standard conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

OWNERS CORPORATION CERTIFICATE

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

Owners Corporation No. 1 PS 747695T

Address **Domali Apartments, 148-150 Mitcham Road, Donvale VIC 3111**

This certificate is issued for **Lot 12** on Plan of Subdivision No **747695T**

Postal address is C/- Australian Body Corporate
PO Box 278
Doncaster Heights VIC 3109
Tel: 03 8418 8787
admin@ausbodycorp.com.au

IMPORTANT:

The information in this certificate is issued on **17 November 2025**.

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

(a) The current annual fees for the lot are **$4,690.48*** payable in quarterly instalments due every 01 May, 01 August, 01 November & 01 February.
The annual fees are based on the approved Budget of FY 25-26. These fees are subject to change at the next AGM.

(b) The period for which the fees for the lot have been levied is 01 November 2025 to 31 January 2026.

(c) The total of any unpaid fees or charges for the lot as of this certificate date is **NIL*** which is comprised of:
Please contact our office via email prior to Settlement for updated arrears amounts and confirm total outstanding.

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

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

The Owners Corporation has experienced various water ingress incidents arise from failed water proofing on private balcony / courtyard /bathroom / toilet. Please note that (as per the Plan of Subdivision) if any water leakage or damage arising from individual balcony/courtyard/ bathroom / toilet, that lot owner would be responsible and would be obligated to carry out the necessary repairs to prevent further damage to common areas and/or other lots.

The was a reported leak on the ceiling within lot 12. Status and progress of leak unknown at the date of the certificate.

Essential Safety Maintenance identified a flow test to the building failed due to low town's main pressure. Rectification costs are yet to be finalised. A special levy may be required to cover these costs.

(f) The owners corporation has the following insurance cover:

Name of Company:	CHU Underwriting Agencies Pty Ltd
No. of Policy:	HU0006063974
Kind of Policy:	Residential Strata Insurance
Building Amount:	$13,505,625
Public Liability Amount:	$20,000,000
Renewal Date:	03/05/2026

(g) 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: **NO**

(h) The total funds held by the owners corporation as of **17 November 2025** are **$40,500.07**

(i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above? If so, then provide details: **NIL**

(j) Are there any current contracts, leases, licences or agreements affecting the common property?
If so, then provide details:

Essential Service Measure – Fire and Wire
Lift Maintenance – Melbourne Elevators Pty Ltd
Waste Management – Waste Wide Environmental
Car Stacker Maintenance – ASK Building Solutions

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?
If so, then provide details: **NIL**

(l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?
If so, then provide details:
There are no notices or orders as at 17 November 2025.

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings? If so, then provide details:

The Owners Corporation is not a party to or aware of any proceedings. Legal proceedings at VCAT/Magistrates court to recover outstanding Owners Corporation fees from owners may occur from time to time.

(n) Has the owners corporation appointed, or resolved to appoint, a manager?
If so, then provide details:

The manager is **Australian Body Corporate**
PO Box 278
Doncaster Heights VIC 3109
Telephone: 03 8418 8787
admin@ausbodycorp.com.au

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:

A copy of the minutes of the last annual general meeting of the owners corporation
A copy of the model/consolidated rules registered at Land Victoria.
A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled
"Statement of Advice and Information for Prospective Purchasers and Lot Owners"

NOTE:
More information on prescribed matters may be obtained from an inspection of the owners corporation register by making written application to the Agent at the address listed below.

Date: 17 November 2025

This Owners Corporation Certificate was prepared by Australian Body Corporate Management Pty Ltd
ACN 154 482 274 T/As Australian Body Corporate



Signature of Sunny Chan
Owners Corporation Manager
For and on behalf of
Owners Corporation No. 1 PS 747695T

Australian Body Corporate
ABN 60 873 029 429

PO Box 278 Doncaster Heights
VIC 3109
03 8418 8787
admin@ausbodycorp.com.au
ausbodycorp.com.au

MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN OF SUBDIVISION – PS747695T
Domali Apartments, 148-150 Mitcham Road, Donvale VIC 3111

Minutes of the Annual General Meeting via Zoom Meeting
on **Friday 27th June 2025** at 3:10 pm

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1. Welcome and Appointment of Chairperson of the Meeting

Mr Sunny Chan of Australian Body Corporate welcomed the members to the Annual General Meeting of OC No. PS747695T which commenced at 3:10pm.

It was agreed that Mr Sunny Chan was elected as Chairperson of the meeting and that he takes meeting minutes.

2. Noting Attendance, Apologies & Proxy

Present

Lot 13 – Simon Clegg
Lot 19 – Daniel Horgos
Lot 21 – Nicola Pickard

Proxy

Lot 6 – Michael Beck in favour of Robert Beck

Apologies

Nil

Manager(s) in attendance
Mr Sunny Chan of Australian Body Corporate

Voting
Voting will be by verbal acknowledgement.

Quorum Present

4 of 21 lots were present which represented less than 50% of total votes that were either in attendance or received by proxy. Pursuant to Sec 77 of the Owners Corporation Act 2006, a quorum NOT was present. Therefore, all general resolutions made at the AGM are interim resolutions of the Owners Corporation.

Resolutions become binding on the Owners Corporation 29 days after the date of the meeting unless members representing 25% of the voting entitlement in writing object to the resolutions to the secretary.

Pursuant to section 89B (1) of the Owners Corporation Act 2006, a lot owner who is in arrears for **any** amount owed to an Owners Corporation is not entitled to vote (either in person, by ballot or by proxy) on a resolution of the Owners Corporation unless the amount in arrears is paid in full.

3. Acceptance of previous AGM minutes

The minutes of the following meeting was circulated to the owners with the Notice of Meeting:

2024 Annual General Meeting (1st July 2024)

Members resolved to confirm the minutes of this meeting were a true and accurate record of the discussions which took place.

4. Presentation of previous year's Manager's report

The manager tabled a report which was accepted by the members present.

5. Acceptance of previous years financial reports

The manager circulated the financial reports for 2024-2025 to all members with the AGM Notice.

Administration and Sinking Fund
01/05/2024 – 30/04/2025.

Balance Sheet & Income/Expenditure Statement.

The members accepted the financial reports for the year ending 30/04/2025 as tabled.

6. **Owners Corporation Committee**
    a. **Nomination and Election** – It was resolved to elect the following members to the committee for this year.

    Lot 6 – Robert Beck (Proxy)
    Lot 13 – Simon Clegg
    Lot 21 – Nicola Pickard

There is no grievance committee required and elected at this meeting.

7. **Review of Building and Public Liability Cover**

The manager noted that the property currently had cover for:

Insurer -	CHU Residential Strata Insurance Plan
Policy Number -	HU0006063974
Policy Period -	03/05/2025 – 30/05/2026

Building Coverage -	$13,505,625
Public Liability -	$20,000,000
Fidelity -	$100,000

Financials Services Declaration
Australian Body Corporate, the manager, is an authorised representative of Strata Community Insurance Australia & CHU Underwriting Agencies P/L & an agent of QBE Insurance (Australia) Ltd & QBE Workers Compensation (NSW) Ltd. The Manager is qualified to give general advice & factual information about insurance, not personal advice. If the Owners Corporation requires specialist insurance advice the manager can refer the Owners Corporation to an insurance advisor. If the manager recommends that your building insurance should be placed with an insurer, the Owners Corporation acknowledges and agrees that the recommendation is general advice (not personal) The Owners Corporation should read the Product Disclosure Statement before making a decision to purchase that insurance."

Financial Services Guide and Product Disclosure Statement
Please contact our office is you require a copy of the insurers Financial Services Guide & Product Disclosure Statement.

Building Cover
That building cover will be increased automatically by 5% at renewal, or the amount suggested on the insurance valuation report.

Public Liability
Public liability cover of minimum of $30 Million complies with the legal requirement under Part 3, Division 6, s60 of the Act and was deemed adequate.

Members are reminded that public liability risk within their private unit, is not covered the Owners Corporation's Strata Insurance Policy. Lot Owners need to cover this internal private risk by means of a separate insurance policy themselves.

Excesses

$2000	Insured property
$10,000	Water Damage, Burst pipe

a. Minimising the risk of litigation

The manager discussed the importance of being aware and alert to hazards and risk to both the common property and private lots. The Owners Corporation holds public liability cover of $20 Million which complies with the legal minimum under Part 3, Division 6, s 60 of the OC Act 2006 and was deemed adequate by the members.

An Owners Corporation Risk Sheet was provided to all members along with the AGM Pack.

b. Valuation

The Manager advised the meeting that Division 6, Part 3 of the Owners Corporations Act 2006 requires the Owners Corporation to maintain Reinstatement Insurance sufficient to cover all costs involved in rebuilding the property to the same size & standard as when new – including architects / engineers fees, town planning charges, connection of utilities, removal of debris etc. as required under the Act.

The Owners Corporation were advised that in December 2021, new laws came into play. Thus, a valuation MUST be obtained every five years.

The last insurance valuation report dated 10th Jan 2024. It was resolved to discuss for an updated report when required.

d. Disclosure to members re Contents/Landlords - Members are reminded that the Strata Insurance only covers the common area, for owner's contents within the unit/storage cages, such as carpet, light fittings & business-related items ARE NOT COVERED under Owners Corporation policy. Separate insurance cover should be taken by owners or occupiers to cover such items.

e. Standing Resolution to automatically renew the Owners Corporation Insurance Policy

Members have resolved that - "To ensure the Owners Corporation continues to have insurance that meets the requirements of the law, Division 6, Part 3 of the Owners Corporations Act 2006, Australian Body Corporate be granted a Standing Direction to automatically renew the Owners Corporation insurance policies with the same policy benefits at renewal with committee's approval upon presenting additional quotations."

f. Resolution to grant the manager the ability to obtain funding for paying the Insurance Policy

The Owners Corporation resolved to grant the manager the ability to obtain funding for the purpose of payment of the annual insurance premium should the need arise.

8. Occupational Health & Safety Compliance

The manager emphasised the importance of keeping the common property well maintained to prevent injury and damage to all who use it. This any injury suffered on the common property would be claimed under the Owners Corporation's public liability and impact on the property's insurance premium.

At times Owners Corporations may request to have an OH&S report conducted on the property. Also, if there were spills, slipping or tripping hazards that were found, that the Owners Corporation manager be informed as soon as possible.

It was resolved that owners will continue to monitor the common area and report to the manager if there are any OH&S issue.

9. Common Property Maintenance

a. Car Stacker Service – ASK Building Solutions
It was resolved to maintain the current service provider.

b. Caretaking Services – Diamond and Co
It was resolved to terminate the service effect July 2025 and replace with Bound to Impress for caretaking service. Annual cost within the budgeted amount.

c. ESM Provider – Fire and Wire
It was resolved to maintain the current service provider.

d. Lift Maintenance – Melbourne Elevator
It was resolved to maintain the current service provider.

e. Window Cleaning – Clear View Professional Services
It was resolved to maintain the current service provider for yearly window cleaning on the front stain glass and gym windows. Members would like to obtain cheaper quotes if it's possible.

f. Waste Management – Waste Wise Environment
It was resolved to maintain the current service provider.

g. Other maintenance
- **Door Handles**

It was resolved to have a locksmith to replace a commercial grade door handle for the basement and bin room door.

Manager's Note: If additional maintenance work was required outside of the budgeted items, a special levy may be required.

10. Proposed Budget

a. Resolution to accept and adopt Owners Corporation Administration Fund Budget (01/05/25 to 30/04/26)

The proposed budget of **$98,500.00** was tabled at the meeting, which was enclosed and circulated to all members with the Annual General Meeting Notice prior to the meeting**.**

It was resolved to accept the proposed Administration Fund budget of $98,500.00. This represents a 0% increase compared to the prior year's amount collected.

b. Delegation to OC Manager to collect shortfall levies.
It was resolved that as the current financial year's fee notices have been issued to the owners already, an adjustment levy will be issued to cover the increase of the budget.

c. Levy Frequency
It was also resolved that the fees be charged quarterly by lot liability.

11. Debt Collection & Penalty Interest

It was briefly discussed about the debt collection procedures that were being taken by the management to follow up about the arrears.

a. Arrears
Members have resolved to commence Debt Recovery action against any owner in default of payment of Owners Corporation Fees & Charges.

b. Penalty Interest
Members resolved that - "Late payment will incur penalty interest in accordance the Penalty Interest Rates Act 1983 under s29 Division 1 Part 3 of the Owners Corporations Act 2006" for any amounts outstanding greater than 30 days.

c. Legal Action
Members resolved that - "That the Owners Corporation Manager is authorized to commence legal proceedings in either the Victorian Civil and Administrative Tribunal or the Magistrates' Court of Victoria for the recovery of outstanding contributions and charges for any lot when necessary to do so."

d. Cost Recovery
Members resolved "That the Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs, charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an honorary capacity including the chairperson secretary or committee member of the owners corporation) arising out of any default or breach, by any lot owner, or occupier of a lot, of any obligation under the Owners Corporations Act 2006 or the Owners Corporations Regulations 2007 or the Rules of the Owners Corporation."

12. Appointment of the Owners Corporation Manager

The manager expressed appreciation for the opportunity to work for the members with regards to management services. All powers and functions (capable of being delegated) were delegated to the manager under and in accord with the OC Act 2006.

It was noted that the current contact is in place till 1st July 2027.

13. General Business

a. It was resolved to appoint Mr Pasquale Daniele, Director of Australian Body Corporate as the Public Officer of the Owners Corporation.

b. **Emergency Services** – The manager explained to members that Australian Body Corporate uses ROSCON (**1800 767 266**) for all after hours emergency services to the common property. If the problem to your own private lot, you will be liable for the costs of the call out and any other related charges incurred.

ROSCON have introduced a subscription fee to be charged based on the size of the Owners Corporation, the **annual** subscription fee will be $110.00.

The Owners Corporation resolved to subscribe to this service and will be reviewed at the next AGM.

c. **Electronic Communication** (paperless documentation)
It was resolved that all levy invoices, meeting notices and communication correspondences will be electronically sent to the valid email addresses of all lot owners.

d. **Other General Business**
NIL

e. **Date for Next AGM**
The next AGM will be held at similar time in 2026.

14. Close of Meeting
As there was no other business the meeting closed at 3:38pm.

30th June 2025
Minutes Prepared by:

Sunny Chan
Owners Corporation Manager, for and on behalf of OCPS747695T

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0006063974
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	03/05/2025 to 03/05/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 747695T
Situation	148-150 MITCHAM ROAD DONVALE VIC 3111

Policies Selected

Policy 1 – Insured Property
Building: $13,505,625
Common Area Contents: $120,971
Loss of Rent & Temporary Accommodation (total payable): $2,025,843

Policy 2 – Liability to Others
Sum Insured: $20,000,000

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

Policy 4 – Fidelity Guarantee
Sum Insured: $100,000

Policy 5 – Office Bearers' Legal Liability
Sum Insured: $100,000

Policy 6 – Machinery Breakdown
Sum Insured: $50,000

Policy 7 – Catastrophe Insurance
Not Selected

Policy 8 – Government Audit Costs and Legal Expenses
Government Audit Costs: $25,000
Appeal expenses – common property health & safety breaches: $100,000
Legal Defence Expenses: $50,000

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

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

Sum Insured: $250,000

Flood Cover is included.

Date Printed 26/03/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

OWNERS CORPORATION 1 PLAN NO. (PS 747695T)

RULES

HEALTH, SAFETY AND SECURITY OF COMMON AREA

COMMITTEES AND SUB-COMMITTEES

MANAGEMENT AND ADMINISTRATION

REPAIR AND MAINTENANCE OF COMMON PROPERTY AND SERVICES.

USE OF COMMON PROPERTY

LOTS

EXTERNAL APPEARANCE OF LOTS.

BEHAVIOUR OF PERSONS

DISPUTE RESOLUTION

NOTICES AND DOCUMENTS

COMMON SEAL

"I hereby certify these rules to be a true and correct copy of the rules made at the special resolution dated 3/5/2018"



Matthew Hook Owners Corporation Manager

1. HEALTH, SAFETY AND SECURITY OF COMMON AREA

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

(a) 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 use of another lot.

(b) A lot owner or occupier must not obstruct or leave open the foyer door or automatic gates at any time, with the exception of moving in/out or open for inspection or with approval from the Owners Corporation.

(c) A lot owner or occupier must not dispose of cigarette butts, cigarette ash or any other materials over balconies or on the Common Property.

(d) A lot owner or occupier must not consume alcohol on or take glassware onto the Common Property.

(e) A lot owner or occupier must not leave a bicycle on the Common Property other than in a space designated by the Owners Corporation for such purpose from time to time;

1.2 Safety of children

A lot owner or occupier must not use the common property or permit a child to be use the common property or driveway as a play area.

1.3 Waste & Common Area Hygiene

(a) All rubbish bins/bags must be placed in the large common bins located in the common area Bin Room on the ground floor.

(b) No Cardboard or large rubbish items are to be put in the bin chutes. All large boxes are to be taken to the bin room directly and disposed of by tearing apart the boxes and placed in the correct bin.

(c) Rubbish bins/bags should not be left on the public area, bins must be returned to their proper storage out of view from the public area before sunrise on the day after collection day.

(d) An owner or occupier of a lot must make every effort to recycle into the correct bins and follow any sign posted instructions.

(e) House hold rubbish including furniture, polystyrene packaging, cardboard boxes, mattresses and appliances etc, must not be placed in the bin room or disposed of anywhere on the common property, all household rubbish must be disposed of at external waste centres.

2. COMMITTEES AND SUB-COMMITTEES

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

Each owner and occupier must not interfere with or obstruct the Manager or its employees or delegates or any committee or sub-committee appointed by the Owners Corporation from performing their duties.

2.2 **Functions of the chairperson and secretary**

(a) It is not the responsibility of the chairperson and or secretary to act as a contact person for complaints relating to the lot or the common property. Complaints must be in accordance with Rule 9.

(b) The chairperson and or secretary has the power to communicate to owner or occupiers verbally or in written form on behalf of the owner corporation. This includes fixing notices to the common property.

(c) The chairperson and or secretary is responsible for ensuring that decisions are made by the committee in accordance with *Owners Corporations Act 2006* (Vic) and that resolutions of the Committee are properly documented.

2.3 **Financial controls for committees, sub-committees and delegates**

(a) The Committee has the power to spend up to 10% of the allocated budget.

(b) The chairperson /committee needs to approve any un-planned expenses or maintenance to the building.

3. MANAGEMENT AND ADMINISTRATION

3.1 **Management and administration of common property and services**

(a) In accordance with the *Owners Corporations Act 2006* (Vic) the Owners Corporation must make available to view by an owner, a purchaser or mortgagee the contact details of all other members in their Owners Corporation. A fee applies for document production for this service.

(b) The fee for preparing and issuing the Owners Corporation certificate will be the maximum fee as prescribed by the regulations.

(c) The Owners Corporation may recover, as a debt due from the person or persons in default or breach, the costs charges and expenses incurred by the Owners Corporation, (but excluding the personal time cost of any person acting in an horary capacity including the chairperson, secretary or committee members of the Owners Corporation) arising out of any default or breach, by any lot owner, or occupiers of a lot, of any obligation under the *Owners Corporations Act 2006* (Vic) or the *Owner Corporations Regulations 2007* (Vic) or the Rules of the Owners Corporation.

3.2 **Compliance**

(a) An owner or occupier of a lot must give a copy of these rules to each occupier of their lot.

(b) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Site.

(c) A proprietor of a lot which is the subject of a lease or license agreement must take all reasonable steps, including any action available under the lease or license agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

(d) An owner or occupier of a lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.

(e) An owner or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the common property or which may cause a nuisance or hazard to any other owner or occupier of a lot or their representative invitees.

3.3 **Breach of rules**

(a) If any person bound by the rules of the Owners Corporation is in breach or default of:

(i) any rule of the Owners Corporation;

(ii) any obligation under the *Owners Corporations Act 2006* (Vic); or

(iii) any obligation under the *Owners Corporations Regulations 2007* (Vic);

then the Owners Corporation has the right to recover from such lot owner any costs (including but not limited to legal costs), charges, expenses and loss incurred by the Owners Corporation arising from such breach or default as if it was a debt due to the Owners Corporation.

(b) If any person bound by the rules of the Owners Corporation is in breach or default of:

(i) any rule of the Owners Corporation;

(ii) any obligation under the *Owners Corporations Act 2006* (Vic); or any obligation under the *Owners Corporations Regulations 2007* (Vic);

and if such person is a tenant, licencee or occupier of a lot who derives its right of occupancy from a lot owner, then the Owners Corporation has the right to recover from such lot owner instead of the person in breach or default, any costs (including but not limited to legal costs), charges, expenses and loss incurred by the Owners Corporation arising from such breach or default as if it was a debt due to the Owners Corporation.

3.4 **Insurance**

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

(b) A lot owner or occupier must reimburse the Owners Corporation on demand for any additional insurance premium payable by it because of the use of that Owner or Occupier's lot or because of anything done by the Owner or Occupier.

(c) The Owners Corporation may in its absolute discretion decide whether to make a claim against any insurance policy held by the Owners Corporation.

(d) The Owners Corporation may in its absolute discretion recover as a debt from the owner of the lot any excess charged by the Insurance company relating to a claim for that lot.

(e) The Owners Corporation must make any reasonable claim against any insurance policy held by the Owners Corporation if an Owner or Occupier gives the Owners Corporation: written notice that the Owner or Occupier requires the Owners Corporation to make the relevant claim.

(f) Indemnifies the Owners Corporation against any excess, charge, loss or damage that the Owners Corporation may become liable to pay as a result of the claim.

4. REPAIR AND MAINTENANCE OF COMMON PROPERTY AND SERVICES.

4.1 Moving in and out

(a) An owner or occupier of a lot moving in or about the property will be liable to the Owners Corporation for any damage caused to the property in doing so.

(b) The Owners Corporation has the right to recover from an owner or occupier of a lot who is in breach or default of Rule 4.1(a) any costs (including but not limited to legal costs), charges, expenses and loss incurred by the Owners Corporation arising from such breach or default as if it was a debt due to the Owners Corporation.

(c) Must not do so on a Sunday without permission from the Owners Corporation.

(d) Do so on a Saturday without paying the fee set by the Owners Corporation for the overtime attendance of the Manager.

(e) If the manager is required to be attend to oversee the move then a fee will be applied to the lot owner.

(f) Occupiers moving in and out at any time must not, permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Manager/building Manager.

(g) Occupiers moving in and out at any time must not, conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes.

(h) Occupiers moving in and out at any time must not, place furniture or items other than that specified by the Manager and, in any event, not until protective covers have been placed in the lift by the Manager/building Manager.

(i) Occupiers moving in and out at any time must not, permit any furniture or other items to come into contact in any way with the lift doors, including static contact of leaning or stacking against the door.

(j) Occupiers moving in and out at any time must not, damage the common property.

(k) The occupier moving in or out of the building will be liable to the Owners corporation for any damage caused to the property in doing so. If any amount to be paid by a Occupier moving in or out is not paid within 14 days of the date of moving (and that Occupier is not the proprietor of the Lot), then the Owners Corporation may recover the amount owed from the proprietor of the lot.

4.2 **Metering of services and apportioning of costs of services**

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

(b) If a supplier has issued an account to the Owners Corporation, the Owners Corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(c) Subrule 4.2(a) does not apply if the concession or rebate:

(i) must be claimed by the lot owner or occupier and the Owners Corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(ii) is paid directly to the lot owner or occupier as a refund.

(d) A lot owner will be responsible for any adjustments payable to the Utilities (water, gas, electricity) Company or authorised authority as a result of estimated readings for their lot.

(e) A lot owner will be responsible for any costs incurred by the Owners Corporation that benefit only that lot.

5. USE OF COMMON PROPERTY

5.1 **Use of common property & Pets**

(a) Smoking is not allowed on the common areas of the Owners Corporation.

(b) An owner or occupier of a lot must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the common property.

(c) Bikes and Motorcycles must not be parked on the common area or chained to any fencing anywhere on the common property.

(d) An approval under subrule 5.1(b) may state a period for which the approval is granted.

(e) A lot owner or occupier of a lot may keep an animal on his or her lot, provided that the owner or occupier enter into an agreement and shall not allow any animal to roam without supervision on the common property.

(f) A Lot owner or guest must first receive written consent from the Owners Corporation for any and all prospective pets.

(g) Animals must be on a leash at all times when on the common property or in a cage.

(h) A member of a lot must ensure that animals/pets enter or leave the property through the basement and not through the main entrance.

(i) Owners of animals must remove any droppings left by their animal and must not allow their animal to urinate anywhere on the common area.

(j) 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.

(k) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule 5.1(j) must remove that animal.

(l) Subrules 5.1(j) and (k) do not apply to an animal that assists a person with an impairment or disability.

5.2 **Use of equipment, services and amenities on common property**

(a) A lot owner or occupier must not install a satellite dish or other antenna unless written approval is given by the owner's corporation.

(b) An owner or occupier must not, (except to the extent that the Developer deems necessary or desirable for carrying out or furtherance of the Development) affix display any sign including For Lease or For Sale signs on any part of the common property or on any lot when it may be visible from outside that lot, unless written approval is given by the owner's corporation. Any such signs may be removed by the Owners Corporation at the Owners cost and expense.

(c) The owner or occupier of a lot must not fail to clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacles of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material and all or any other objects whatsoever whether solicited or unsolicited, or to arrange for all such required clearances by other persons should a member or members be absent for any reason whatsoever for any period exceeding forty eight (48) hours

5.3 **Vehicles and parking on common property**

(a) All vehicles (including motor cars, caravans, boats, trailers, motorbikes etc) must be stored on individual owners parking lots provided the vehicle does not protrude onto the common property.

(b) No vehicle is to be parked on common ground unless for maintenance requirements, removals or delivers etc. Vehicles must be moved immediately on being asked by another resident to allow their vehicle to pass.

(c) No vehicle is allowed to park on the basement ramp under any circumstances.

(d) Visitors parking only where allocated or otherwise on the street.

5.4 **Use of Parking Spaces & storage cages**

An owner or occupier of a lot must not use any part of the common property designated as visitors parking without approval from the Owners Corporation to:

(a) store an unregistered vehicle, registered or unregistered boat, trailer, caravan, truck, bus, motor cycle.

(b) rebuild or repair any type of vehicle.

(c) permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served; and

(d) wash any vehicle on the land other than in a space allocated for that purpose by the Owners Corporation.

(e) a member must not alter or replace the existing storage cages on a Lot without first obtaining the written consent of the Owners Corporation. , which consent may be refused or granted on certain conditions by the Owners Corporation at its absolute discretion.

5.5 **Laundry on common property & Balconies**

Each owner and occupier must not without written approval by the owner's corporation place any washing, towel or other article on the Common Property including porches, driveways, fences or so as to be visible from the Common Property or from outside the Building.

5.6 **Damage to common property**

(a) An owner or occupier of a lot is not permitted to play any sort of ball games, skateboard, roller blade and riding of bikes or similar activity in the vicinity of any building or parked car.

(b) Skips or any equipment is not to be delivered or stored on the common property.

5.7 **Deposit of rubbish and other material on common property**

(a) An owner or occupier of a lot must dispose of any packaging and removal boxes at an external waste centre immediately after moving in or out.

(b) An owner or occupier of a lot must not leave any form of personal property on the common property or the nature strip.

6. LOTS

6.1 Change of use of lots

(a) The Owners Corporation recognizes that many people operate an office or small business from their home. While not wanting to unduly limit the opportunities that benefits that flow on from working from home and spending time with the family, certain restrictions on the types of activities the can be conducted from your home are required to preserve the overall quality of life in the block. The following requirements apply to the use of your dwelling for an office or business:

(i) You must not carry on any business from your lot unless you have the Owners Corporation written consent and you comply with all relevant laws

(ii) You must not have any signs, advertisements or promotional material on your lot.

(iii) You must not do anything that is immoral nor is a nuisance to us or your neighbours.

(iv) You must not have regular deliveries or allow trucks to enter.

7. EXTERNAL APPEARANCE OF LOTS.

(a) Each owner and occupier must not without first obtaining a general approval from the Owners Corporation:

(i) maintain inside a lot anything visible from outside of a lot that is not in keeping with the rest of the Building; or

(ii) operate on a lot any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property or another lot.

(b) Front entrances to each lot are to be free from personal effects including but not limited to Shoes, prams, pet bowls, bikes, skateboards, building materials, pot plants, door mats etc.

(c) Garage doors are to be opened only when accessed and at all other times to remain closed.

(d) An owner or occupier of a lot must not install or permit the installation of any internal or external blinds or awnings other than as approved by the Owners Corporation. The internal blind colours are below:

i. Block Out Roller Blinds: Colour to be White

ii. Screens: Colour to be White

(e) An owner or occupier of a lot must not change the paint colour or finish or otherwise alter the external facade of any Building or any improvement

forming part of the exterior facade without approval from the Owners Corporation.

(f) An owner or occupier of a lot must not erect any additional screens, fences or barriers without the approval of the Owners Corporation. Any proposed structure will be in keeping with the architectural design.

7.2 **Requiring notice to the Owners Corporation of renovations to lots**

(a) Each owner and occupier must not without first obtaining a General Approval from the Owners Corporation and local council undertake any structural changes that affect the external appearance of the lot.

(b) Each owner and occupier must notify each neighbouring lot if major internal renovations are being undertaken.

(c) An Owner must not undertake any building works within or about or relating to unless all requisite permits, approvals and consent under all relevant laws have been obtained and copies of them have been given to the Owners Corporation Committee and Manager.

7.3 **Times within which work on lots can be carried out**

(a) All renovation work must comply with EPA Noise Regulations and Local Government planning requirement.

(b) Works shall not be undertaken before 8am and shall cease at 5pm Monday to Saturday and 10 am and shall cease 5pm on Sunday.

8. BEHAVIOUR OF PERSONS

8.1 **Noise and other nuisance control**

(a) Subrule 8.2(a) does not apply to the making of a noise if the Owners Corporation has given written permission for the noise to be made.

(b) Musical instruments and band practices will impact the quiet enjoyment of all lots on the plan and require the permission from the committee before making any commitments. Permission will be considered provided that a rehearsal/practice timetable is provided and adhered to.

9. DISPUTE RESOLUTION

9.1 **Breach of Rules**

In this Rule 9:

"**VCAT**" means Victorian Civil and Administrative Tribunal;

"**complainant**" means the person or persons making a complaint under Rule 8.3;

"**respondent**" means the person or persons alleged by the complainant to have breached an obligation imposed on that person by the *Owners Corporations Act 2006*, the *Owners Corporations Regulations 2007* or the Rules;

(a) The dispute resolution process set out in this rule applies to breaches by a lot owner or an occupier of a lot or a manager of an obligation imposed on that person by the *Owners Corporations Act 2006* (Vic), the *Owners Corporations Regulations 2007* (Vic) or the Rules of the Owners Corporation.

(b) A lot owner or an occupier of a lot or a manager may make a complaint to the Owners Corporation about an alleged breach by a lot owner or an occupier of a lot or a manager of an obligation imposed on that person by the *Owners Corporations Act 2006 (Vic)*, the Owners Corporations Regulations 2007 or the rules.

(c) A complaint must be in writing and in the approved form.

(d) The manager of the Owners Corporation must make a copy of the approved form available at the request of a person who wishes to make a complaint.

(e) A complaint cannot be made in relation to a personal injury.

(f) A complainant must lodge a complaint with the manager of the Owners Corporation as soon as practicable.

(g) A complaint may be lodged in person or by registered post addressed to the office of the manager of the Owners Corporation.

(h) The complaint form must include sufficient information (evidence) of the breach as the Committee will rely on such evidence in making their decision on reasonable grounds.

(i) The manager must within 3 days provide the Owners Corporation Committee with a copy of the complaint received under Rule 9.1(b) and the Secretary of the Committee will as soon as practicable, call a meeting of the Committee to:

(i) review the complaint;

(ii) decide if the complaint is a breach of the Rules;

(iii) decide if the breach is a breach of the *Owners Corporations Act 2006* (Vic) or the *Owners Corporations Regulations* 2007(Vic);

(iv) decide if the breach affects the common property of the Owners Corporation;

(v) decide whether a Notice of breach should be given to the person alleged to have committed the breach;

(vi) decide to take no action in respect of the alleged breach and to direct the complainant that it may take the complaint to the Victorian Civil and Administrative Tribunal;

(vii) decide whether any further action should be taken in respect of the complaint and if so what action;

(viii) consider and decide any other matter it considers relevant.

(j) The Committee must not take action against a person alleged to have committed a breach or apply to VCAT for an order in respect of an alleged breach unless it believes on reasonable grounds that the respondent has committed the alleged breach.

(k) If the Committee decides the complaint is a breach of the *Owners Corporations Act 2006* (Vic), the *Owners Corporation Regulations 2007* (Vic) or the rules but the subject of the complaint **does not affect common property**, the Committee may decide not to take action with respect to the complaint or apply to VCAT for an order in respect of the alleged breach.

(l) If the Committee decides not to take action with respect to the complaint or apply to VCAT for an order in respect of the alleged breach, the Committee must give notice of its decision to the person who made the complaint in respect of the alleged breach and such notice must set out the reasons for the decision within ten (10) days of the Committee meeting. The Committee may also direct the complainant that it may take the complaint to VCAT.

(m) If the Committee decides a Respondent is in breach of the *Owners Corporations Act 2006* (Vic), the *Owners Corporation Regulations 2007* (Vic) or the rules and the breach **does affect common property**, it may:

(i) apply to VCAT for an order in respect of the alleged breach; or

(ii) give notice of the alleged breach in the approved form to the respondent within 14 days of its decision. If the respondent is an occupier of a lot affected by the Owners Corporation, a copy of the notice must be given to the lot owner.

(n) If the respondent disputes the alleged breach contained in the notice he, she or it must prepare a written statement disputing the allegation and setting out reasons why the allegation is disputed and give such statement to the manager of the Owners Corporation within 14 days of receipt of the notice from the Committee under Rule 9.1(m). The Manager must give a copy of any statements received from the respondent to the Committee within 7 days.

(o) If the respondent does not provide a written statement to the manager within the specified time period, the committee may decide if there has been a breach, in the absence of such statements.

(p) Subject to compliance with Rule 9.1(n), the Secretary of the Committee may convene a meeting of the committee to discuss the complaint and may invite to that meeting:

(i) the complainant; and/or

(ii) the respondent; and/or

(iii) if the respondent is the occupier of a lot affected by the Owners Corporation, the lot owner;

(iv) any other person he, she or it considers appropriate.

(q) At any meeting convened in accordance with Rule 9.1(p) the Committee may ask the complainant, the respondent and any other person in

attendance at the meeting to answer any questions raised by the Committee and if directed by the Committee to provide written statements in respect of any questions. The Committee may consider any matters raised before it together with the answers to any questions and any written statements made at or submitted to the meeting either at the meeting or at any subsequent meeting of the Committee.

(r) The complainant, the respondent, the lot owner, occupier and/or any other person invited to attend the meeting, may not be represented by any other person at the Committee meeting unless a request has been made in writing to the Committee for such representation specifying the name, address, occupation and the relationship (if any) of the proposed representative and the Committee has consented to such request. Any such request must be made to the Committee no later than 2 days before the Committee meeting.

(s) At or within five (5) days of the meeting of the Committee held pursuant to Rule 9.1(q) the Committee may:

(i) give the person more time to comply with the notice;

(ii) give the person a final notice; or

(iii) decide not to proceed with any further action.

(t) If the Owners Corporation decides to give the respondent more time to comply with any notice given under Rule 9.1(s), it must give the respondent notice of that decision within ten (10) days and set out the additional time for compliance.

(u) If a notice is given under Rule 9.1(t) and the respondent does not comply within the time specified, the Owners Corporation may decide:

(i) to give the respondent a final notice; or

(ii) not to proceed with any further action.

(v) The Committee must give notice of its decision under Rule 9.1(u) to the complainant and to the respondent.

(w) If the Committee decides to give a final notice under Rule 9.1(u), the notice must:

(i) be in writing and in the approved from;

(ii) state that the respondent must within 28 days after the date of the notice rectify the breach; and

(iii) state that if the breach is not rectified within the time stated in the notice, the Owners Corporation may decide to apply to VCAT for an Order in relation to the final notice.

(x) If the person who is given a final notice fails to comply with the final notice, the Owners Corporation may decide:

(i) to apply to VCAT for an order in relation to the final notice; or

(ii) to take no further action in respect to the final notice.

(y) Any notice given under this rule must be given in accordance with section 158 of the *Owners Corporation Act 2006*.

9.2 **Issue of a Complaint or Legal Proceedings**

A lot owner or an occupier of a lot or a manager of the Owners Corporation who makes a complaint or issues any legal proceedings against a lot owner, an occupier of a lot, a Manager of the Owners Corporation or the Owners Corporation must give a copy of the complaint to the Secretary of the Owners Corporation within three days of making or issuing the complaint.

10. NOTICES AND DOCUMENTS

10.1 **Notices**

(a) An owner or occupier of a lot must give a copy of these rules to each occupier of their lot.

(b) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier of a lot comply with these rules and in default take all reasonable steps to ensure that their invitees leave the lot and the common property.

(c) An owner or occupier of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any tenant or licencee of the lot and any invitees of that tenant or licencee comply with these rules.

(d) An owner or occupier of a lot must at their expense promptly comply with all laws relating to the lot including, without limitation, any laws, requirements, notices and orders of any Governmental Agency.

(e) An owner or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development within the Plan or which may cause a nuisance or hazard to any other owner or occupier of a lot, their invitees or any other person.

10.2 **Fees for the provision of Records and Register**

(a) The Owners Corporation may charge a fee for the reproduction of the Register and any records required by a lot owner or occupier or their representative.

(b) Any person entitled to inspect the Owners Corporation Register who requests the Owners Corporation or its Manager to provide a copy of the register or any part of it must pay to the Owners Corporation a fee for such copy and such fee shall be set from time to time by the Committee of the Owners Corporation.

(c) A lot owner must provide to the Secretary and the Manager of the Owners Corporation the following details to assist in the maintenance of the Owners Corporation register, the enforcement of Rules and to allow service of notice to occupiers:

(i) The lot number of the lot owner;

(ii) Name, residential address and postal address of the lot owner ; Name and postal address of occupier of the lot;

(iii) Details of any Power of Attorney (if applicable) of the lot owner or occupier;

(iv) Name of Real Estate Manager; and

(v) Email address, mobile, phone and fax numbers of lot owners, occupiers and real estate managers.

(d) If a lot owners fails to provide current details to the Secretary as specified in Rule 10.2 and as a consequence the Owners Corporation has to undertake a search of title in order to maintain the register then that lot owner will be liable for any fees or costs relating to such search.

(e) A lot owner who sells a lot must advise the Owners Corporation of the name and address of the new owner within one month of the completion of the contract.

(f) A person who acquires a lot must advise the Owners Corporation of the person's name and address within one month of the completion of the contract.

(g) A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the Owners Corporation of the lot owner's mailing address for service of notices and any changes to it as soon as possible.

11. COMMON SEAL

The Owners Corporation authorizes the committee to affix the common seal of the Owners Corporation to any agreement, lease, licence or other document provided:

(a) the use is in accordance with sections 20 and 21 of the *Owners Corporations Act 2006* (Vic); and

(b) the use of the seal is recorded in the seal register of the Owners Corporation.

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7. Dispute resolution

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

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

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

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

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

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

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

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

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.

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 Renewal

for

12/148 Mitcham Rd, Donvale VIC 3111

This agreement is between **Mahan Yoldashkhan, Ghazaleh Tabarsi** and **Pouria Mamdoohi**.

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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

Mon 18/08/2025

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

12/148 Mitcham Rd, Donvale VIC **Postcode** 3111

3. Rental provider details

Full name or company name of rental provider	Mahan Yoldashkhan, Ghazaleh Tabarsi
Address (if no agent is acting for the rental provider)	**Postcode**
Phone number	
ACN (if applicable)	
Email address	

Rental provider's agent details (if applicable)

Full name	OBrien Real Estate Blackburn
Address	98 South Parade, Blackburn, VIC **Postcode** 3130
Phone number	03 9894 2044
ACN (if applicable)	006 221 183
Email address	blackburn@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**	Pouria Mamdoohi
Current Address:	12/148 Mitcham Rd, Donvale VIC 3111 **Postcode**
Phone number:	0487 957 538
Email:	mamdouhi.p@gmail.com
Full name of **renter 2**	
Current Address:	**Postcode**
Phone number:	
Email:	
Full name of **renter 3**	
Current Address:	**Postcode**
Phone number:	
Email:	
Full name of **renter 4**	
Current Address:	**Postcode**
Phone number:	
Email:	

5. Length of the agreement

☑ Fixed term agreement — Start date: Tue 11/11/2025 — End date: Tue 10/11/2026

(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.

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6. Rent

Rent amount($) (payable in advance)	2173.00
To be paid per	☐ week ☐ fortnight ☑ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	11th day of each month
Date first rent payment due	Tue 11/11/2025
The rent will be increasing to	$2260.00 per month from Tue 11/11/2025

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7. Bond

The Renter has paid 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($)	1000
Bond lodgement date	Sat 11/11/2023
Bond Lodgement No.	

Part B – Standard terms

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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. The renter agrees and acknowledges that a fee 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 — Anna Molinaro-Kelaart: anna.molinaro@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 — Pouria Mamdoohi: mamdouhi.p@gmail.com

☐ No

Renter 2 ☐ Yes

☐ No

Renter 3 ☐ Yes

☐ No

Renter 4 ☐ Yes

☐ No

10. Urgent repairs

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

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

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

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

11. Professional cleaning

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

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

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

12. Owners corporation

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

- ☐ 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

Part C – Safety related activities

14 Electrical safety activities

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

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

15 Gas safety activities

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

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

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

16 Smoke alarm safety activities

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

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

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

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

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

17 Swimming pool barrier safety activities

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

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

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

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

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

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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.

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19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

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

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

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

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

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

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

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

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

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

Part E - Additional terms

31. Additional terms (if any)

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

1.

32. **Residential Tenancy Database**
    In accord with Section 439 (I) of the Act OBrien Real Estate Blackburn will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by OBrien Real Estate Blackburn subject to the Act.
33. **Rental Provider Obligations**
    The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate.
    The Rental Provider or OBrien Real Estate Blackburn may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or OBrien Real Estate Blackburn may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.
    The Rental Provider must not increase the Rental more than once in every 12 months.
    Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.
    This Agreement may only be amended in writing signed by the Rental Provider and the Renter.
    Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.
34. **Availability of Premises**
    OBrien Real Estate Blackburn will use its best endeavours so that the Premises are available on the Commencement Date.
35. **Payment of Services**
    The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.
    It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or OBrien Real Estate Blackburn should the power not be connected at the commencement of this Agreement.
    The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.
36. **Contents Insurance**
    The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

37. **Use of Premises**
    The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior written consent of the Rental Provider. Any request for consent must be made in writing to OBrien Real Estate Blackburn.
38. **No Representations**
    The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or OBrien Real Estate Blackburn in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.
39. **Condition Report**
    The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.
    The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to OBrien Real Estate Blackburn within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by OBrien Real Estate Blackburn will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.
40. **No Promise of Renewal**
    The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or OBrien Real Estate Blackburn in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specificed in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.
41. **Rental Provider Termination**
    The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.
42. **Keys**
    The Renter is responsible for replacing any lost keys, remote controls, fobs, swipes or any other access devices, and for covering any associated locksmith charges. OBrien Real Estate Blackburn does not guarantee that it holds a spare set of keys for the property at its office. Should the Renter require additional keys, access devices or any of the above mentioned, the cost will be borne by the Renter. At the end of the tenancy, all keys, access devices etc must be returned to OBrien Real Estate Blackburn without reimbursement.
43. **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.

44. **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.
45. **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.
46. **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.
47. **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.
48. **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.
49. **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.
50. **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.
51. **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.
52. **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.

53. **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.
54. **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.
55. **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.
56. **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.
57. **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.
58. **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.
59. **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.
60. **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.
61. **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.
62. **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.

63. **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.
64. **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.
65. **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.
66. **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.
67. **Rental Provider Entry**
Subject to compliance with the Act, the Rental Provider or OBrien Real Estate Blackburn has the right to enter the Premises:
    - To carry out duties specified in this Agreement, or the Act or any other legislation or law;
    - To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
    - At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
    - At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);

- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provider further that at least 7 days' written notice has been given to the Renter.

68. **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.
69. **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.
70. **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.
71. **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.
72. **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.
73. **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.
74. **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.
75. **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.

76. **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.
77. **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.
78. **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.
79. **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.
80. **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.
81. **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.
82. **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.
83. **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.

84. **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).
85. **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.
86. **Owners Corporation**
    A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

Administration Fee:

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

Renter Acknowledgement

1. *Pouria Mamdoohi viewed and acknowledged at Thu, 14/08/2025 11:07 from device: Windows 10 Other Edge 138.0.0*

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 1: **Mahan Yoldashkhan**

Mahan Yoldashkhan

Signed at Thu, 14/08/2025 12:33 , from device: Windows 10 Other Chrome 139.0.0

Rental Provider 2: **Ghazaleh Tabarsi**



Signed at Mon, 18/08/2025 13:22 , from device: iOS 18.5.0 iPhone Chrome Mobile iOS 139.0.7258

Renter(s)

Renter : **Pouria Mamdoohi**

Pouria Mamdoohi

Signed at Thu, 14/08/2025 11:07 , from device: Windows 10 Other Edge 138.0.0

AUDIT TRAIL

Pouria Mamdoohi (Renter)

Thu, 14/08/2025 11:01 - Pouria Mamdoohi clicked 'start' button to view the Residential Rental Agreement Renewal *(Windows 10 Other Edge 138.0.0, IP: 147.161.215.70)*

Thu, 14/08/2025 11:07 - Pouria Mamdoohi stamped saved signature the Residential Rental Agreement Renewal *(Windows 10 Other Edge 138.0.0, IP: 147.161.215.70)*

Thu, 14/08/2025 11:09 - Pouria Mamdoohi submitted the Residential Rental Agreement Renewal *(Windows 10 Other Edge 138.0.0, IP: 147.161.215.70)*

Mahan Yoldashkhan (Rental Provider)

Thu, 14/08/2025 12:32 - Mahan Yoldashkhan clicked 'start' button to view the Residential Rental Agreement Renewal

Thu, 14/08/2025 12:33 - Mahan Yoldashkhan stamped saved signature the Residential Rental Agreement Renewal

Thu, 14/08/2025 12:33 - Mahan Yoldashkhan submitted the Residential Rental Agreement Renewal

Ghazaleh Tabarsi (Rental Provider)

Mon, 18/08/2025 13:20 - Ghazaleh Tabarsi clicked 'start' button to view the Residential Rental Agreement Renewal

Mon, 18/08/2025 13:22 - Ghazaleh Tabarsi stamped saved signature the Residential Rental Agreement Renewal

Mon, 18/08/2025 13:22 - Ghazaleh Tabarsi submitted the Residential Rental Agreement Renewal

AGREEMENT END

PROPERTY REPORT

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION
Lot. 12 PS747695

LOCAL GOVERNMENT (COUNCIL)
Manningham

LEGAL DESCRIPTION
12\PS747695

COUNCIL PROPERTY NUMBER
816093

LAND SIZE
1,353m² Approx

ORIENTATION
South

FRONTAGE
37.19m Approx

ZONES
RGZ - Residential Growth Zone - Schedule 2

OVERLAYS
DDO - Design And Development Overlay - Schedule 8
DDO - Design And Development Overlay - Schedule 8-1

State Electorates

LEGISLATIVE COUNCIL
North-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY
Warrandyte District

Schools

CLOSEST PRIVATE SCHOOLS
St Philip's School (1606 m)
St John's School (1905 m)
Whitefriars College Inc (1742 m)

CLOSEST SECONDARY SCHOOLS
Mullauna Secondary College (864 m)

CLOSEST PRIMARY SCHOOLS
Donvale Primary School (804 m)

Burglary Statistics

POSTCODE AVERAGE
1 in 85 Homes

COUNCIL AVERAGE
1 in 95 Homes

STATE AVERAGE
1 in 76 Homes

Council Information - Manningham

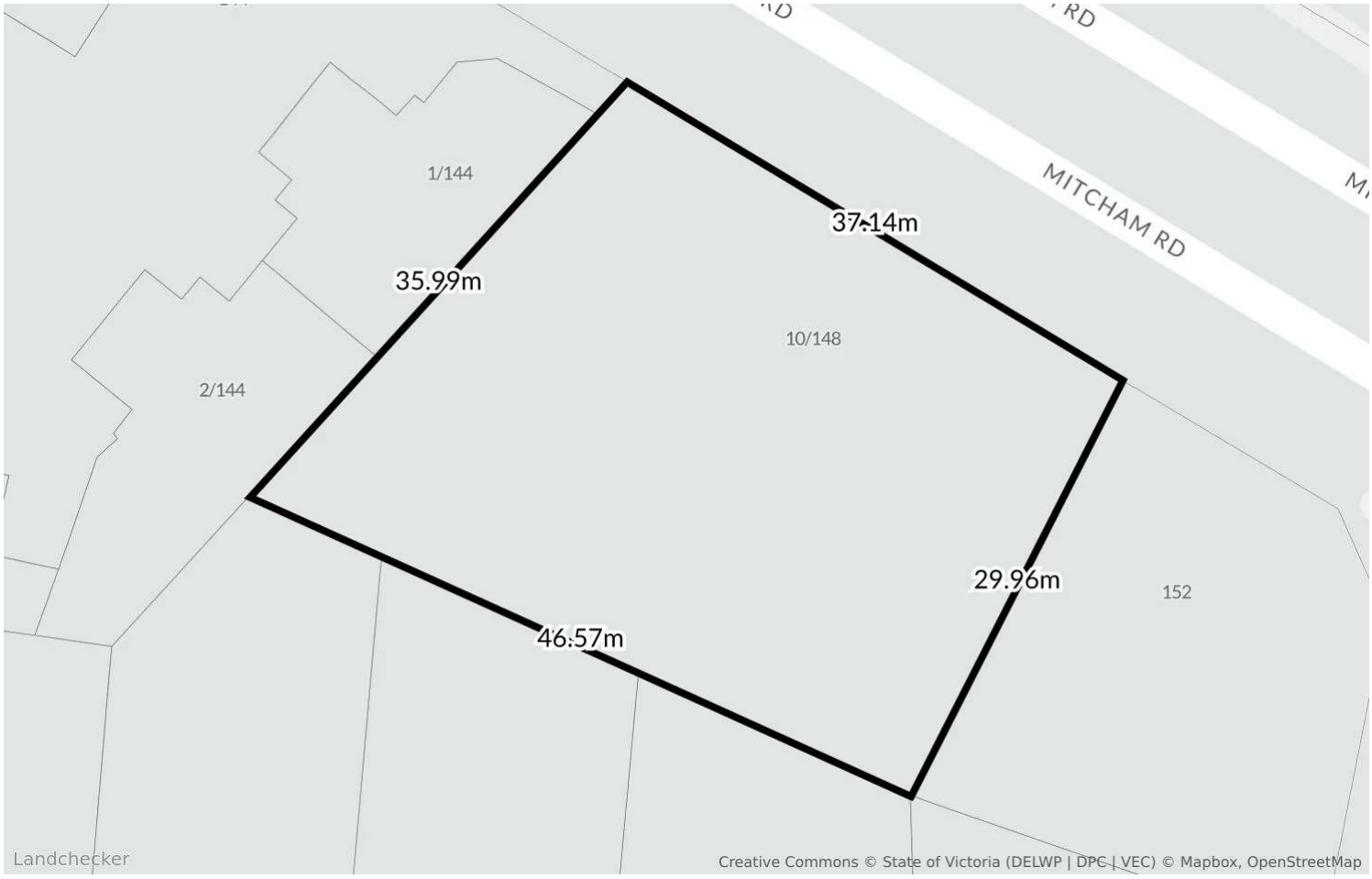
PHONE
03 9840 9333 (Manningham)

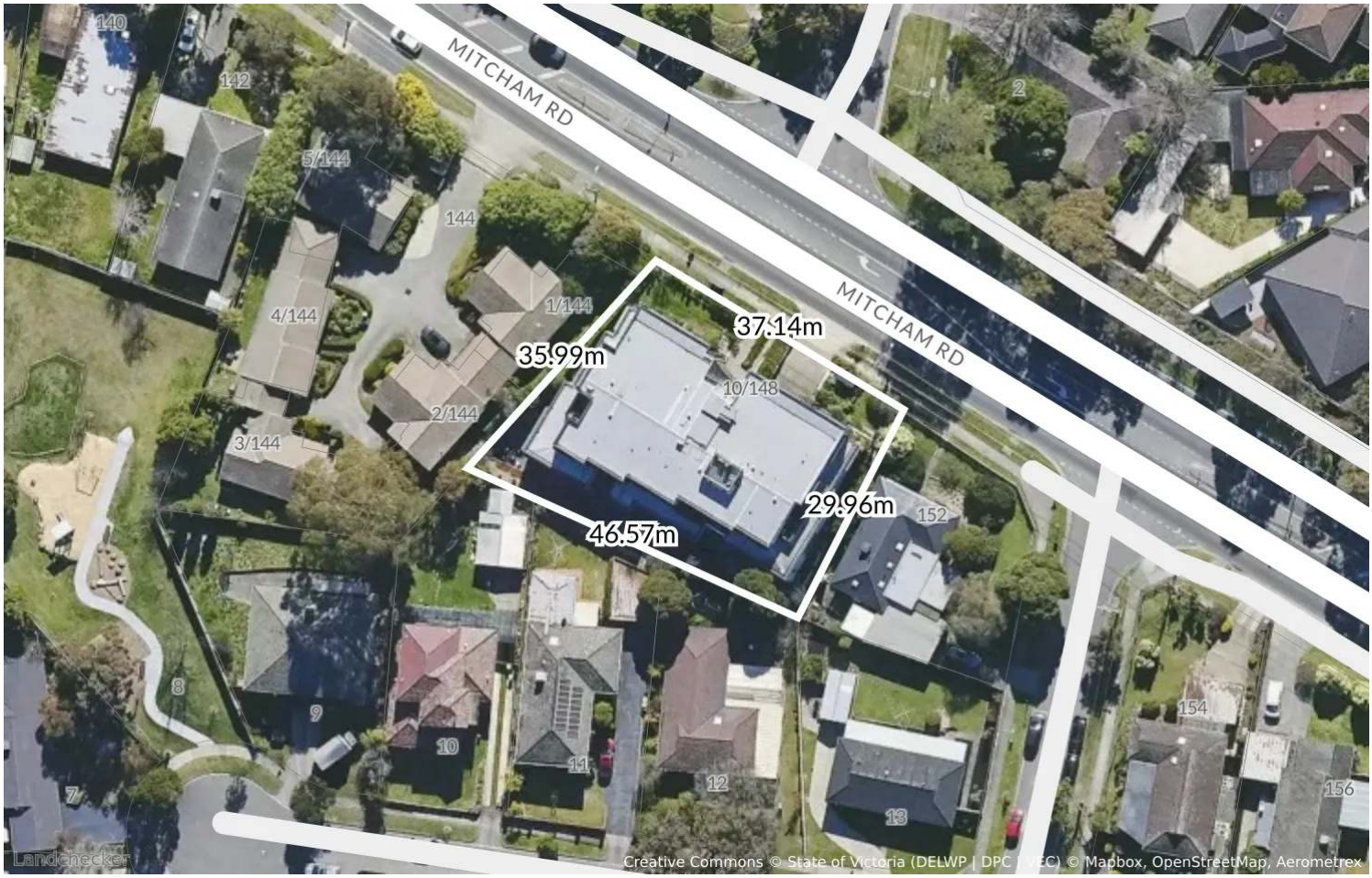
WEBSITE
http://www.manningham.vic.gov.au/

EMAIL
manningham@manningham.vic.gov.au

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SITE DIMENSIONS





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RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

Status	Code	Date	Description
APPROVED	VC291	29/10/2025	Amendment VC291 updates the Victoria Planning Provisions and all planning schemes to replace the Guidelines for the removal, destruction or lopping of native vegetation, 2017 with the version published in 2025 and amend clause 66.01 (Subdivision Referrals) to enable the direct referral of planning applications to Fire Rescue Victoria for the existing fire hydrant referral matter.
APPROVED	VC294	26/10/2025	Amendment VC294 reforms sign provisions to exempt specified signs from planning permit requirements and remove mandatory permit expiration dates for most signs.
APPROVED	GC223	20/10/2025	The amendment updates the North East Link Project Incorporated Document December 2019 to allow buildings and works for the tunnel at five properties in Bulleen to be undertaken at a depth up-to 10 metres below surface level, rather than the existing 15 metre limit.
APPROVED	VC296	16/10/2025	Amendment VC296 reinstates the operation of the existing coronavirus (COVID-19) pandemic and recovery exemption planning provisions until 30 June 2027.
APPROVED	VC275	15/10/2025	The amendment introduces a planning exemption for outdoor dining on public land
APPROVED	VC258	15/10/2025	The amendment improves the operation of the existing Development Facilitation Program (DFP) planning provisions at clauses 53.22 and 53.23 and expands the program eligibility to include gas projects and saleyards.
APPROVED	VC286	15/10/2025	The Amendment changes the VPP and all planning schemes in Victoria by removing the requirement for a planning permit for licensed premises.
APPROVED	VC288	18/09/2025	The amendment extends the streamlined VicSmart assessment process to include planning permit applications for the construction of two dwellings on a lot and the subdivision of land into two lots.
APPROVED	VC289	14/09/2025	Amendment VC289 introduces a planning permit requirement to remove, destroy or lop a canopy tree in residential areas at clause 52.37 (Canopy trees) into the Victoria Planning Provisions (VPP) and all planning schemes. Minimum canopy tree replacement requirements will apply to an application to remove a canopy tree. The amendment is required to implement Action 12 of Plan for Victoria to protect and enhance canopy trees.
APPROVED	VC292	11/09/2025	Amendment VC292 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to include reference to the Neighbourhood Character Overlay (NCO) in the 'Application' section of clause 54 that was inadvertently omitted by Amendment VC282.

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Status	Code	Date	Description
APPROVED	VC268	04/09/2025	Amendment VC268 is required to give effect to the Victorian Transmission Plan and update strategies to facilitate renewable energy development in declared renewable energy zones. Changes to references to the Climate Action Act 2017 are required to ensure that planning schemes are accurate.
APPROVED	VC283	01/09/2025	The Amendment changes the Victoria Planning Provisions and all planning schemes in Victoria to implement Plan for Victoria (Department of Transport and Planning, 2025), update and introduce policy, remove reference to Plan Melbourne 2017-2050: Metropolitan Planning Strategy and make general drafting improvements and clarifications.
APPROVED	VC279	20/08/2025	The amendment makes changes to the land use definition of Minor utility installation in the Victoria Planning Provisions and all planning schemes to ensure the appropriate planning assessment of large battery storage systems.

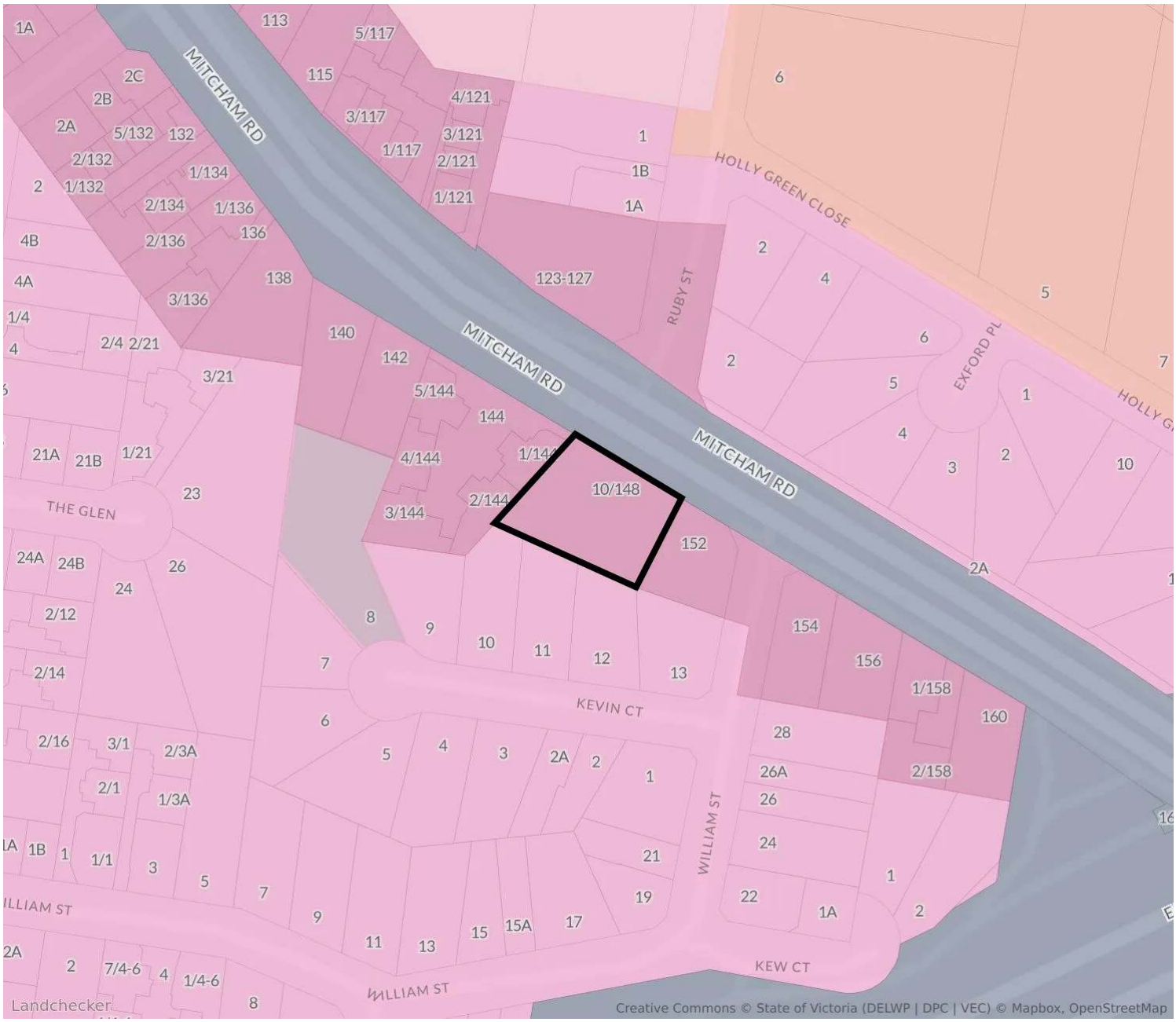
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PROPOSED PLANNING SCHEME AMENDMENTS

No proposed planning scheme amendments for this property

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ZONES



RGZ2 - Residential Growth Zone - Schedule 2

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To provide housing at increased densities in buildings up to and including four storey buildings.
To encourage a diversity of housing types in locations offering good access to services and transport including activity centres and town centres.
To encourage a scale of development that provides a transition between areas of more intensive use and development and other residential areas.
To ensure residential development achieves design objectives specified in a schedule to this zone.
To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.07 Residential Growth Zone

None specified.

LPP 32.07 Schedule 2 To Clause 32.07 Residential Growth Zone

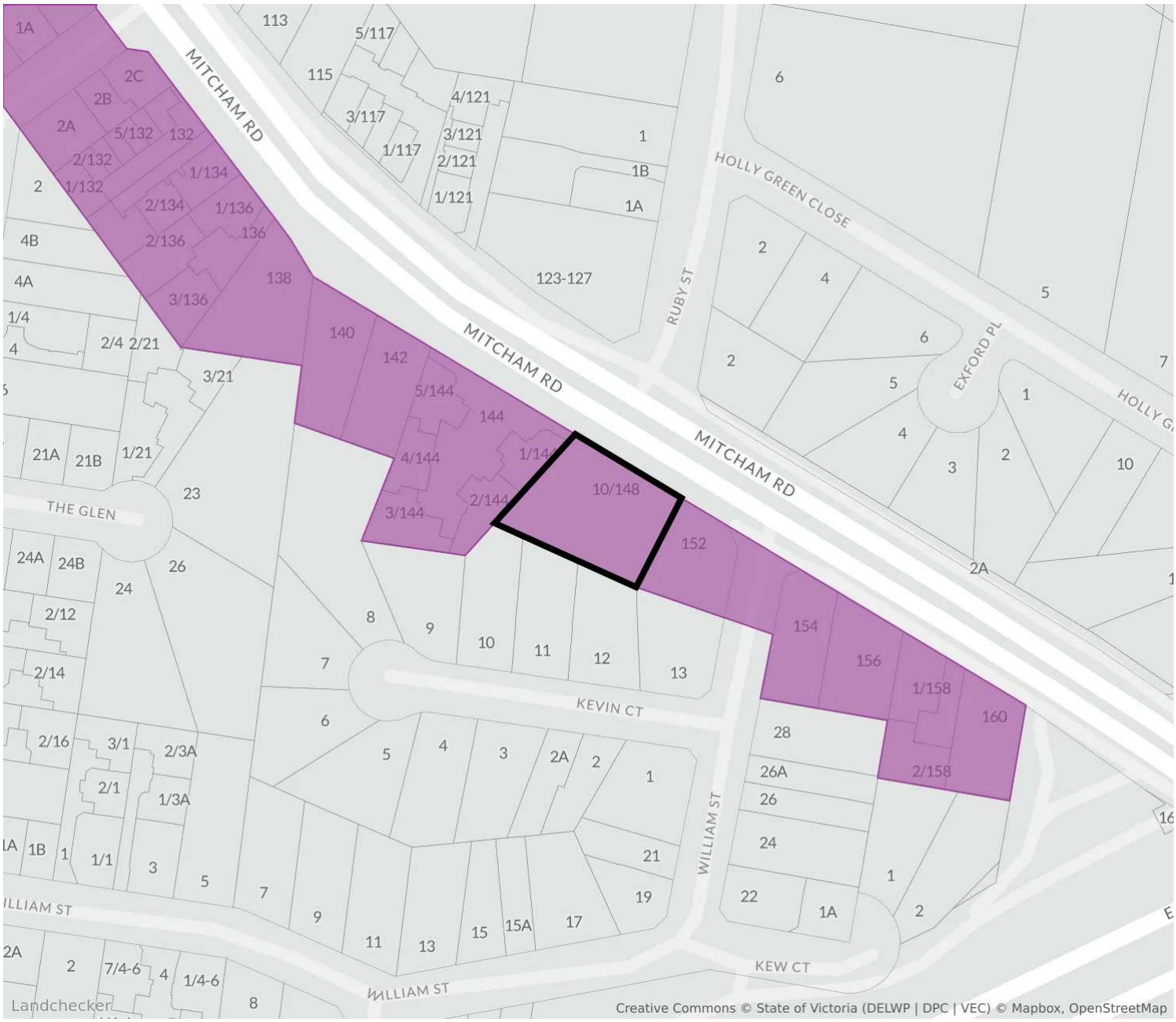
For confirmation and detailed advice about this planning zone, please contact MANNINGHAM council on 03 9840 9333.

Other nearby planning zones

- GRZ - General Residential Zone
- LDRZ - Low Density Residential Zone
- NRZ - Neighbourhood Residential Zone
- RGZ - Residential Growth Zone
- TRZ2 - Transport Zone

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OVERLAYS



DDO8 - Design And Development Overlay - Schedule 8

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To identify areas which are affected by specific requirements relating to the design and built form of new development.

VPP 43.02 Design And Development Overlay

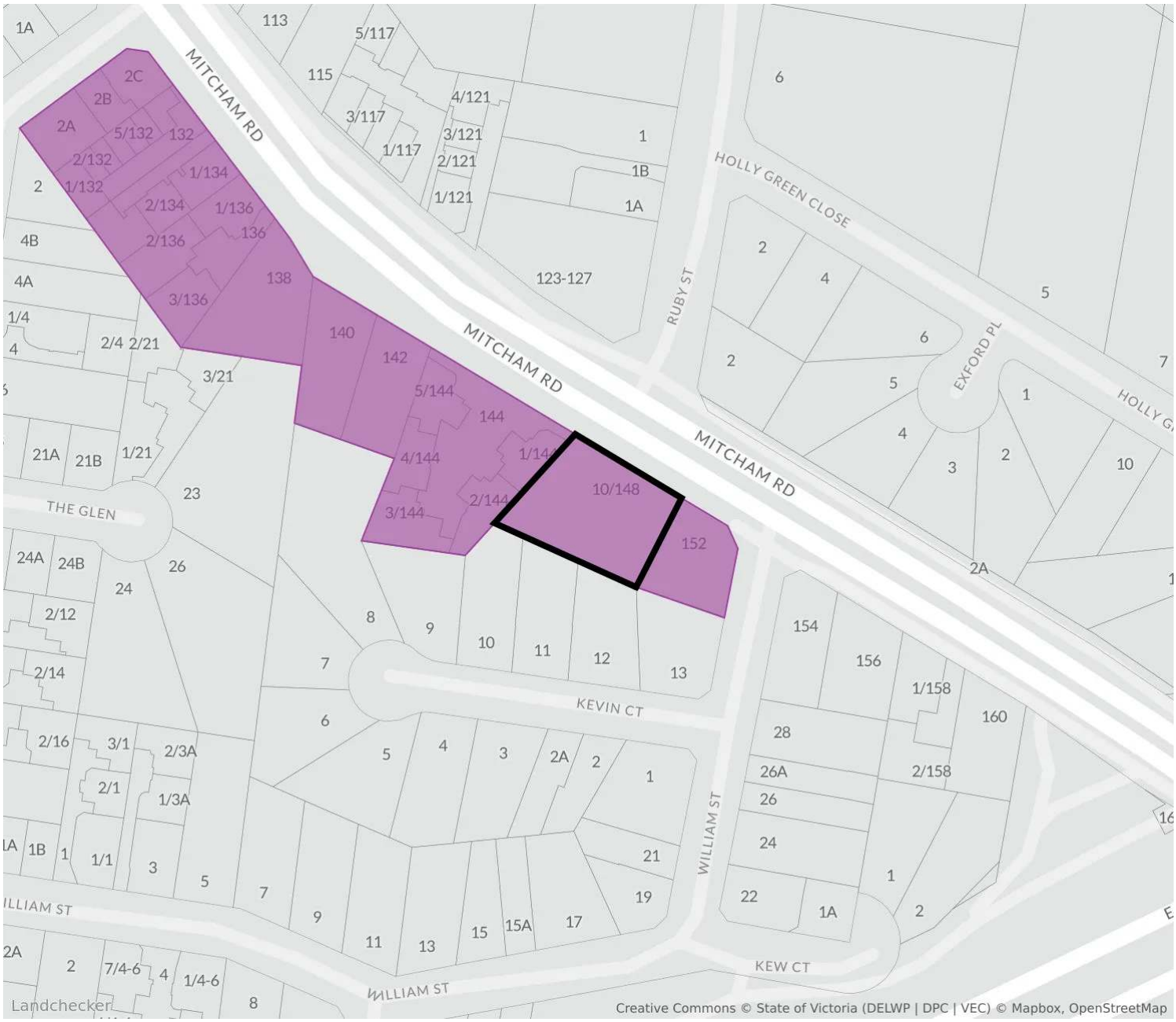
To increase residential densities and provide a range of housing types around activity centres and along main roads. To encourage development that is contemporary in design that includes an articulated built form and incorporates a range of visually interesting building materials and façade treatments. To support three storey, 'apartment style', developments within the Main Road sub-precinct and in sub-precinct A, where the minimum land size can be achieved. To support two storey townhouse style dwellings with a higher yield within sub-precinct B and sub-precinct A, where the minimum land size cannot be achieved. To ensure new development is well articulated and upper storey elements are not unduly bulky or visually intrusive, taking into account the preferred neighbourhood character. To encourage spacing between developments to minimise a continuous building line when viewed from a street. To ensure the design and siting of dwellings have regard to the future development opportunities and future amenity of adjoining properties. To ensure developments of two or more storeys are sufficiently stepped down at the perimeter of the Main Road sub-precinct to provide an appropriate and attractive interface to sub-precinct A or B, or other adjoining zone. Higher developments on the perimeter of sub-precinct A must be designed so that the height and form are sufficiently stepped down, so that the scale and form complement the interface of sub-precinct B or other adjoining zone. To ensure overlooking into adjoining properties is minimised. To ensure the design of carports and garages complement the design of the building. To ensure the design of basement and undercroft car parks complement the design of the building, eliminates unsightly projections of basement walls above natural ground level and are sited to allow for effective screen planting. To create a boulevard effect along Doncaster Road and Manningham Road by planting trees within the front setback that are consistent with the street trees. To encourage landscaping around buildings to enhance separation between buildings and soften built form.

LPP 43.02 Schedule 8 To Clause 43.02 Design And Development Overlay

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

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OVERLAYS



DDO8-1 - Design And Development Overlay - Schedule 8-1

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To identify areas which are affected by specific requirements relating to the design and built form of new development.

VPP 43.02 Design And Development Overlay

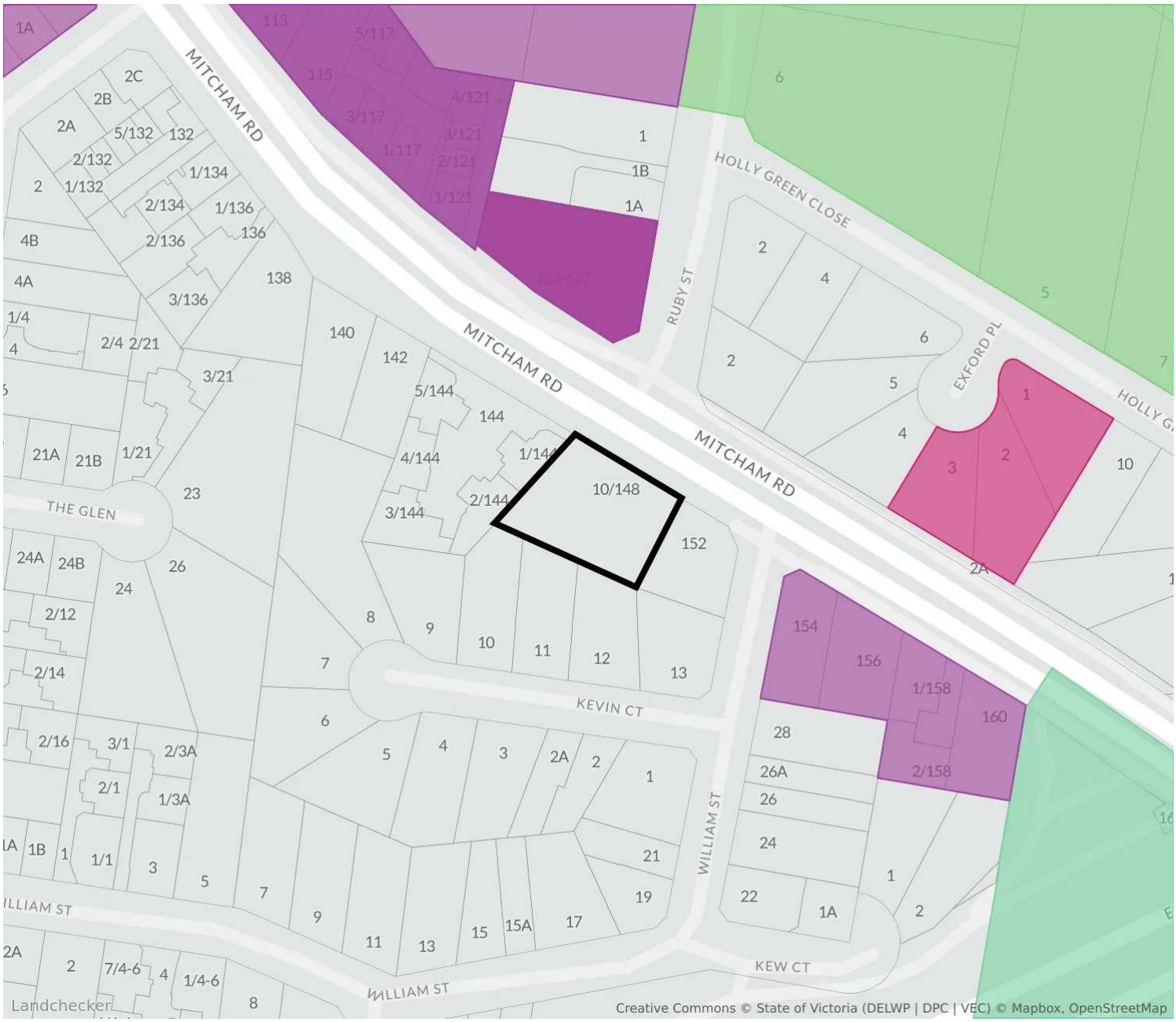
To increase residential densities and provide a range of housing types around activity centres and along main roads. To encourage development that is contemporary in design that includes an articulated built form and incorporates a range of visually interesting building materials and façade treatments. To support three storey, 'apartment style', developments within the Main Road sub-precinct and in sub-precinct A, where the minimum land size can be achieved. To support two storey townhouse style dwellings with a higher yield within sub-precinct B and sub-precinct A, where the minimum land size cannot be achieved. To ensure new development is well articulated and upper storey elements are not unduly bulky or visually intrusive, taking into account the preferred neighbourhood character. To encourage spacing between developments to minimise a continuous building line when viewed from a street. To ensure the design and siting of dwellings have regard to the future development opportunities and future amenity of adjoining properties. To ensure developments of two or more storeys are sufficiently stepped down at the perimeter of the Main Road sub-precinct to provide an appropriate and attractive interface to sub-precinct A or B, or other adjoining zone. Higher developments on the perimeter of sub-precinct A must be designed so that the height and form are sufficiently stepped down, so that the scale and form complement the interface of sub-precinct B or other adjoining zone. To ensure overlooking into adjoining properties is minimised. To ensure the design of carports and garages complement the design of the building. To ensure the design of basement and undercroft car parks complement the design of the building, eliminates unsightly projections of basement walls above natural ground level and are sited to allow for effective screen planting. To create a boulevard effect along Doncaster Road and Manningham Road by planting trees within the front setback that are consistent with the street trees. To encourage landscaping around buildings to enhance separation between buildings and soften built form.

LPP 43.02 Schedule 8 To Clause 43.02 Design And Development Overlay

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

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NEARBY OVERLAYS



DCPO – Development Contributions Plan Overlay

DDO – Design And Development Overlay

HO – Heritage Overlay

SLO – Significant Landscape Overlay

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

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CULTURAL HERITAGE SENSITIVITY



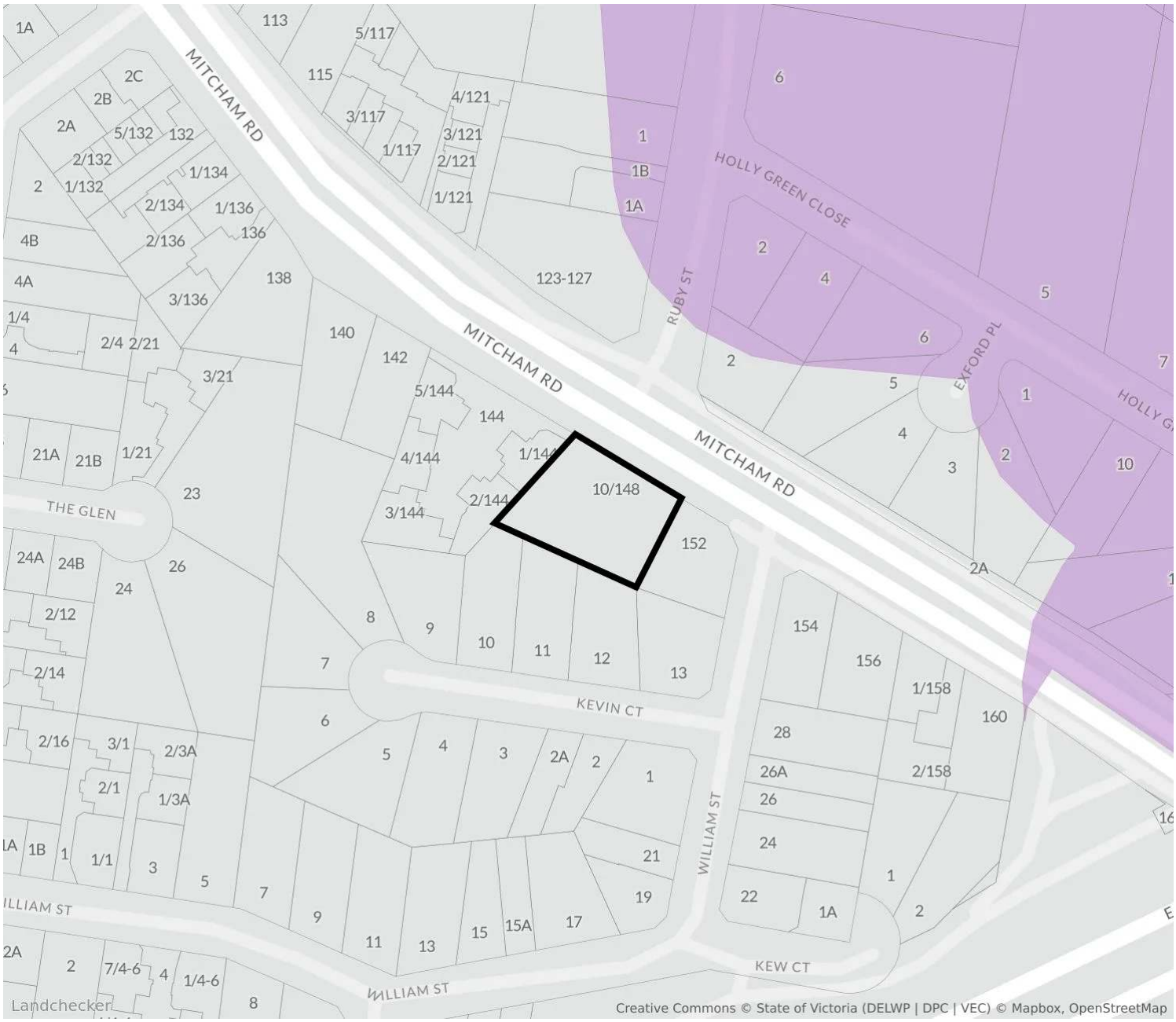
Aboriginal Cultural Heritage Sensitivity

This property is within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

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

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BUSHFIRE PRONE AREA



Bushfire Prone Area

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

For confirmation and detailed advice about this bushfire prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning BMO	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning BMO1	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning BMO2	Unaffected	State	03/09/2025

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Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BMO3	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning EMO	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning EMO1	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning EMO2	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning EMO3	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning EMO4	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning EMO5	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning EMO6	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning FO	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning FO1	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning FO2	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning FO3	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning LSIO	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning LSIO1	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning LSIO2	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning LSIO3	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning LSIO4	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning RFO	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning SBO	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning SBO1	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning SBO2	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning SBO3	Unaffected	State	03/09/2025

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Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning UFZ	Unaffected	State	03/09/2025

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LANDSLIDE



Landslide Prone Area

This property is not within a zone classified as a landslide prone area.
For confirmation and detailed advice about this landslide prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning BMO	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning BMO1	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning BMO2	Unaffected	State	03/09/2025

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Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BMO3	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning EMO	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning EMO1	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning EMO2	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning EMO3	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning EMO4	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning EMO5	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning EMO6	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning FO	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning FO1	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning FO2	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning FO3	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning LSIO	Unaffected	State	03/09/2025
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Department of Environment, Land, Water and Planning LSIO4	Unaffected	State	03/09/2025
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Department of Environment, Land, Water and Planning SBO2	Unaffected	State	03/09/2025
Department of Environment, Land, Water and Planning SBO3	Unaffected	State	03/09/2025

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Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning UFZ	Unaffected	State	03/09/2025

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PLANNING PERMIT HISTORY



No planning permit data available for this property.

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NEARBY PLANNING PERMITS



Status	Code	Date	Address	Description
PENDING	PLN25/0032	Received 17/02/2025	18 Florence Avenue, Donvale	Construction of two, two-storey dwellings (amended application).
PENDING	PLA24/0119	Received 15/10/2024	9 Kevin Court, Donvale	Amendment to planning permit pln18/0260 by deleting the landscape bond condition (planning permit pln18/0260 was issued for the construction of two, two-storey dwellings with associated basement garages).
APPROVED	PVN25/0069	23/07/2025	3 Exford Place, Donvale	Partial demolition of a building, buildings and works for the construction of a gate to the existing fence.
APPROVED	PLA24/0136	16/07/2025	113 Mitcham Road, Donvale	Amendment to planning permit pln22/0128 by alterations including to the layout, setbacks, levels, windows, materials and front fence and deletion of condition 1.3 associated with the front fence (planning permit pln22/0128 was issued for construction of two, two-storey dwellings).

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Status	Code	Date	Address	Description
OTHER	PLN24/0229	19/08/2024	6/4-6 William Street, Donvale	Construction of a verandah associated with the existing dwelling.
APPROVED	PLN22/0484	17/06/2024	8 Ruby Street, Donvale	Buildings and works for the construction of a single dwelling and associated outbuilding and vegetation removal.
APPROVED	PLA23/0046	09/08/2023	115 Mitcham Road, Donvale	Amendment to planning permit pln18/0580 by modifying external materials from brick to hebel panels and render and modifying window sizes and locations (planning permit pln18/0580 was issued for the development of four three-storey dwellings and alteration of access to a road in a road zone, category 1).
APPROVED	PLN22/0505	16/06/2023	13 Kevin Court, Donvale	Construction of two, two-storey dwellings.
APPROVED	PLA22/0143	30/03/2023	126 Mitcham Road, Donvale	Amendment to planning permit pl17/027816 to include the construction of a deck and pergola for dwelling 6 (planning permit pl17/027816 was issued for the construction of six, three-storey dwellings and altered access to a road in a road zone category 1).
APPROVED	PLN22/0564	12/01/2023	115 Mitcham Road, Donvale	Four lot subdivision.
APPROVED	PLN22/0128	28/09/2022	113 Mitcham Road, Donvale	Construction of two, two-storey dwellings.
APPROVED	PLN21/0396	04/07/2022	3 Kevin Court, Donvale	Construction of two, two-storey dwellings.
APPROVED	PLN21/0612	02/03/2022	121 Mitcham Road, Donvale 121 Mitcham Road, Donvale	4 lot subdivision.
APPROVED	PLA21/0096	21/02/2022	9 Kevin Court, Donvale	Amendment to planning permit pln18/0260 by changes to building footprints and setbacks, reduction of the finished floor levels of dwelling 1, altered roof form from pitched to flat, altered wall and building heights, alterations to the facades and internal reconfigurations (planning permit pln18/0260 was issued for the construction of two, two-storey dwellings with associated basement garages).
APPROVED	PVN22/0015	08/02/2022	26 William Street, Donvale 26 William Street, Donvale	Two lot subdivision.
APPROVED	PLN21/0127	13/09/2021	7 Holly Green Close, Donvale	Buildings and works for the construction of a dwelling, shed and associated vegetation removal.
APPROVED	PLN20/0551	10/08/2021	1 Exford Place, Donvale	Part demolition (including recent building works) and construct new buildings and works under the heritage overlay.
REJECTED	PLN21/0218	23/07/2021	7 Holly Green Close, Donvale	Removal of the drainage and sewer easement (e-2) on lot 17 of lp91373 volume 8887 folio 971.
APPROVED	PVN20/0099	04/08/2020	22 William Street, Donvale	Two lot subdivision.
APPROVED	PVN20/0068	12/06/2020	2 Kevin Court, Donvale 2 Kevin Court, Donvale	Two lot subdivision.
APPROVED	PLA19/0152	24/12/2019	2 Exford Place, Donvale	Amend permit number pl15/024989 (issued for an extension to a heritage listed dwelling) by removing an unused easement on the eastern boundary of the site and alterations to the approved plans including an enlargement of the extension.
APPROVED	PLN19/0382	29/08/2019	3 William Street, Donvale 3 William Street, Donvale	3 lot subdivision (spear s143850m).
APPROVED	PLN19/0079	07/08/2019	22 William Street, Donvale 22 William Street, Donvale	Construction of two, two-storey dwellings.
APPROVED	PLN19/0061	09/04/2019	12 Florence Avenue, Donvale 12 Florence Avenue, Donvale	2 lot subdivision (spear s135356v).

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Status	Code	Date	Address	Description
APPROVED	PLN18/0580	14/03/2019	115 Mitcham Road, Donvale	Development of four three-storey dwellings and alteration of access to a road in a road zone, category 1.
APPROVED	PLN18/0260	26/10/2018	9 Kevin Court, Donvale	Construction of two, two-storey dwellings with associated basement garages.
APPROVED	PLN18/0504	11/09/2018	126 Mitcham Road, Donvale 126 Mitcham Road, Donvale	6 lot subdivision.
APPROVED	PLN18/0410	17/07/2018	132 Mitcham Road, Donvale 132 Mitcham Road, Donvale	7 lot subdivision.
APPROVED	PL17/027816	27/06/2018	126 Mitcham Road, Donvale 126 Mitcham Road, Donvale	Construction of six, three-storey dwellings and altered access to a road in a road zone category 1 (rdz1).
APPROVED	PL17/027911	12/06/2018	12 Florence Avenue, Donvale 12 Florence Avenue, Donvale	Construction of two, two-storey dwellings.
APPROVED	PL17/027472	19/02/2018	2 Kevin Court, Donvale 2 Kevin Court, Donvale	Construction of two, two-storey dwellings.
APPROVED	PL17/027275	25/10/2017	121 Mitcham Road, Donvale 121 Mitcham Road, Donvale	Construction of four, three-storey dwellings and alteration of access to a road in a road zone, category 1.
APPROVED	PL17/027324	23/10/2017	26 William Street, Donvale 26 William Street, Donvale	Construction of two, two-storey dwellings.
APPROVED	PL17/027232	11/10/2017	2 William Street, Donvale	Construction of three, two-storey dwellings.
APPROVED	PL17/027227	16/08/2017	3 William Street, Donvale 3 William Street, Donvale	Construction of three, two-storey dwellings.
APPROVED	PL17/027215	28/03/2017	14 William Street, Donvale	2 lot subdivision (spear s101028v).
APPROVED	PL17/027055	21/03/2017	148 Mitcham Road, Donvale	21 lot subdivision (spear s098393h).
APPROVED	PL16/026258	22/02/2017	132 Mitcham Road, Donvale 132 Mitcham Road, Donvale	Construction of six, three-storey dwellings, one two-storey dwelling and new/altered access to a road in road zone category 1.
APPROVED	PL16/026392	20/12/2016	14 William Street, Donvale	Construction of two, two-storey dwellings.
APPROVED	PL16/026292	16/12/2016	7 William Street, Donvale	Construction of two, two storey dwellings with undercroft/basement garages (side-by-side formation).
APPROVED	PL15/025261	05/05/2016	148 Mitcham Road, Donvale	Development of the land for the construction of a 3-storey apartment building with 21 dwellings and basement car parking and alteration to access to a road in a road zone category 1 (rdz1).
APPROVED	PL15/025478	22/04/2016	142 Mitcham Road, Donvale	Construction of a three-storey building comprising three (3) dwellings and associated basement car parking, including vehicle access from a road zone category 1.
APPROVED	PL15/025919	19/04/2016	117 Mitcham Road, Donvale	7 lot subdivision (spear s07003m).
APPROVED	PL14/024255	23/07/2015	117 Mitcham Road, Donvale	Construction of seven, three-storey dwellings and creation of access to a road zone category 1.
APPROVED	PL15/024989	29/04/2015	2 Exford Place, Donvale	Buildings and works incorporating alterations and additions to the existing dwelling.
APPROVED	PL15/024941	26/03/2015	136 Mitcham Road, Donvale	3 lot subdivision - spear (s062459h).
APPROVED	PL14/024709	28/11/2014	21 The Glen, Donvale	3 lot subdivision (spear s058674t).
APPROVED	PL13/024032	18/09/2014	136 Mitcham Road, Donvale	Construction of three, two-storey dwellings.
APPROVED	PL04/015466.02	01/08/2014	21 The Glen, Donvale	Amendment to planning permit pl04/015466 (issued for the construction of two two-storey dwellings at the

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Status	Code	Date	Address	Description
				rear of an existing dwelling) by construction of a rear deck to dwelling 2.
APPROVED	PL13/023550	28/09/2013	117 Mitcham Road, Donvale	Removal of easement spear s036345m.

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

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EASEMENTS



Water
Yarra Valley Water

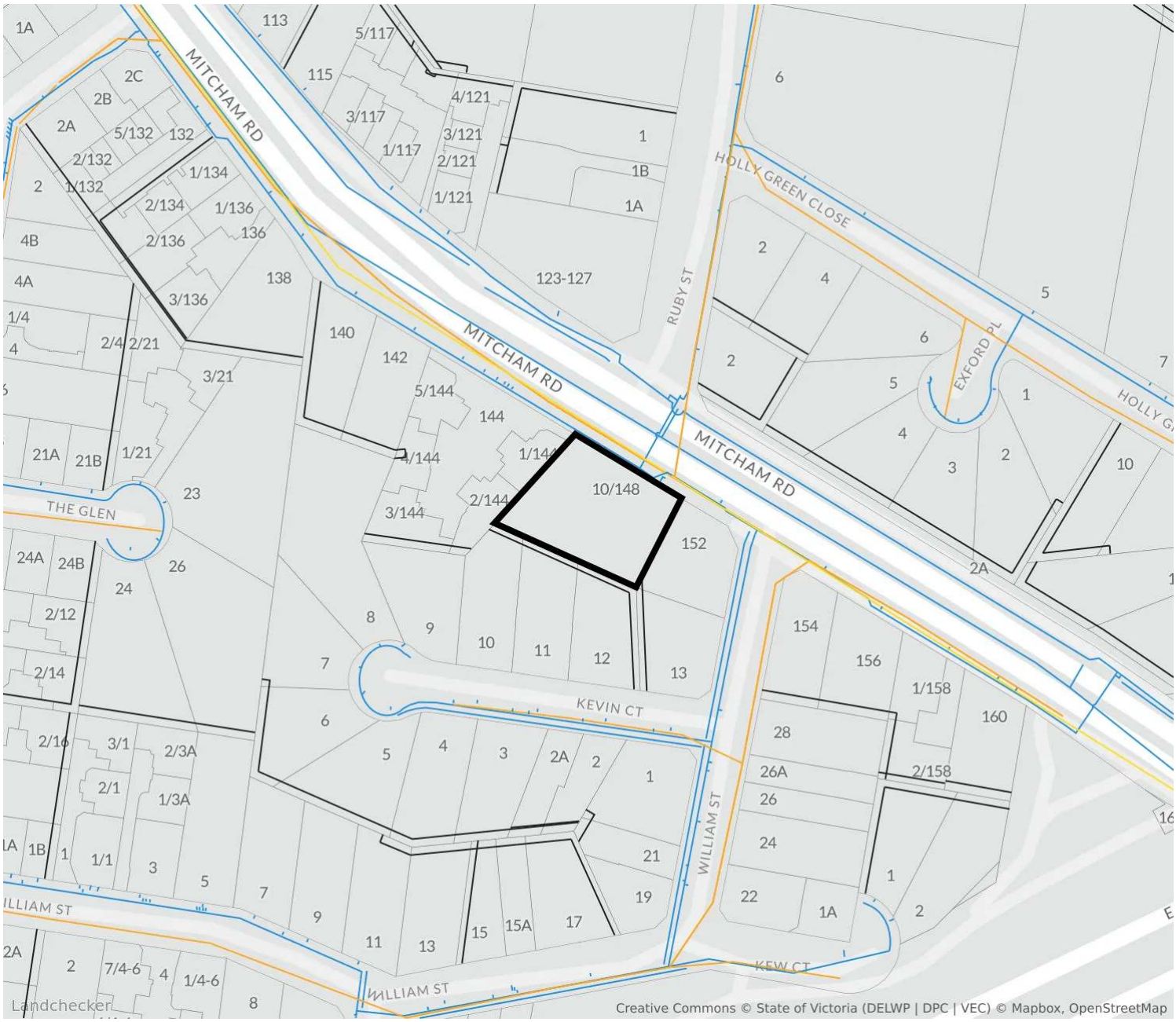
Others
Department of Environment, Land, Water and Planning

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

For confirmation and detailed advice about the easement(s) on this property, please contact the relevant source authority.

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NEARBY EASEMENTS



Water
State Government of Victoria
Yarra Valley Water

Electricity
Department of Energy, Environment, and Climate Action

Oil and Gas
Geoscience Australia

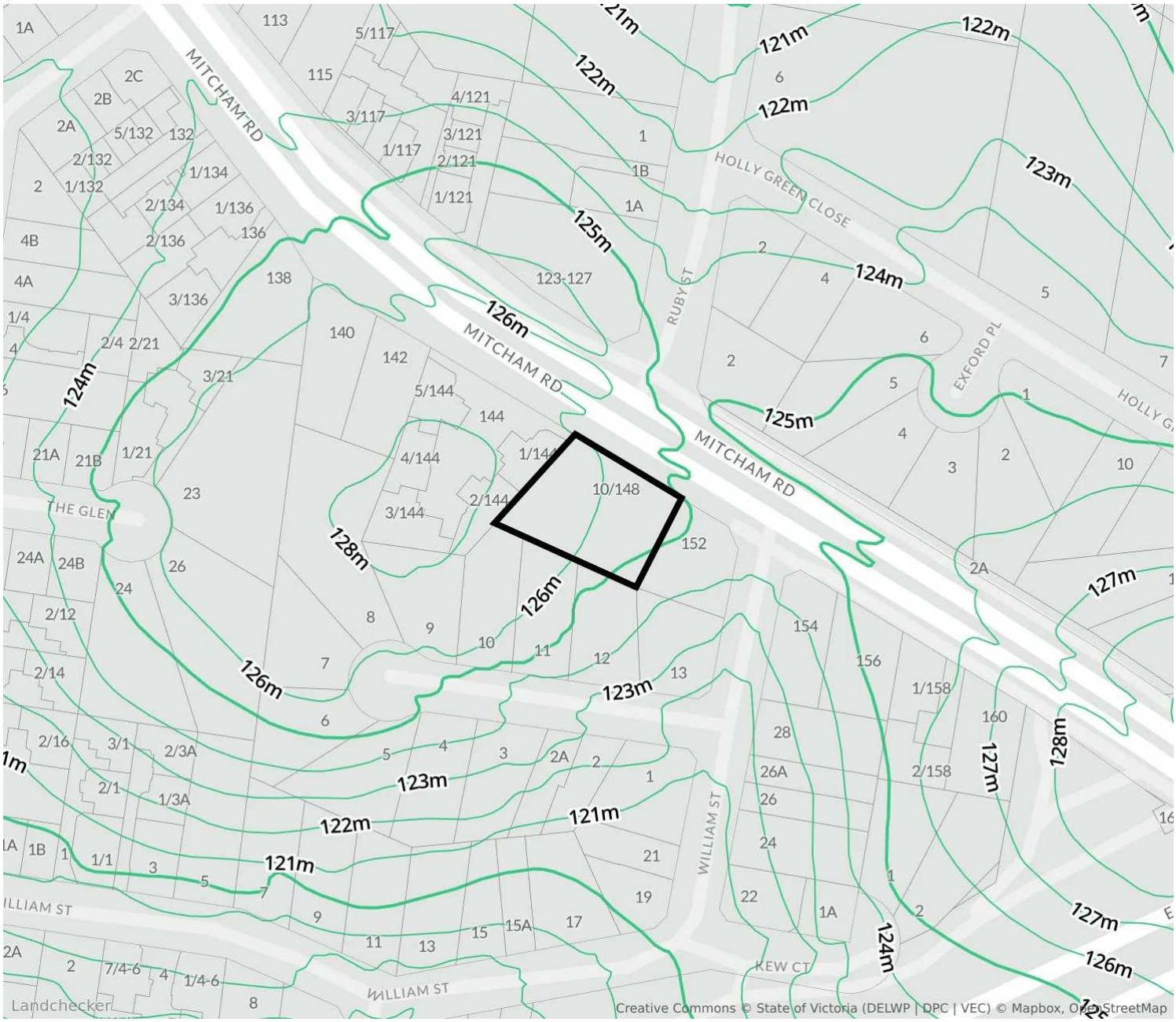
Others
Department of Environment, Land, Water and Planning

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

For confirmation and detailed advice about the easement(s) nearby this property, please contact the relevant source authority.

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TOPOGRAPHY



1 - 5m Contours

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

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1. Property Report

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Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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