Butterfield Conveyancing

CONTRACT OF SALE OF REAL ESTATE

UNIT 121 48 VICTORIA STREET BRUNSWICK EAST VIC 3057
(Property)

Butterfield Conveyancing
Suite 12, 17 Carrington Road, Box Hill VIC 3128
T: 61 3 9899 8028
F: 61 3 9899 6472
E: info@butterfieldconveyancing.com
Ref: V26073

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

Contract of sale of real estate

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 ...../…..../20……

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

.....

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

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

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

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

.....

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

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

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

Particulars of sale

Vendor's estate agent

Name:.....

Address:.....

Email: .....

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

Vendor

Name: LCR PROPERTY HOLDINGS PTY LTD.....

Address: .....

ABN/ACN: ....

Email: ....

Vendor's legal practitioner or conveyancer

Name: **Butterfield Conveyancing Centre Pty Ltd** .....

Address: Suite 12, 17 Carrington Road, Box Hill VIC 3128.....

Email: info@butterfieldconveyancing.com.....

Mob: 0412 658 265 ..... PH: (03) 9899 8028 ..... Ref:.....

Purchaser

Name: .....

Address: .....

ABN/ACN: ....

Email: .....

Purchaser's legal practitioner or conveyancer

Name: .....

Address: .....

Email: .....

Tel: ..... Fax: ..... DX:..... ..... Ref: .....

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
VOLUME 12087 FOLIO 785	121	Plan of Subdivision 723367W.

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 121 48 VICTORIA STREET BRUNSWICK EAST VIC 3057

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

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

.....

Payment

Price $ .....

Deposit $ ..... by ..... / ..... / 20..... (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 ..... / ..... /20.....

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

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

Lease (general condition 5.1)

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

- ☐ a lease for a term ending on ..... / ..... /20..... with [.....] options to renew, each of [.....] years; or
- ☒ a residential tenancy for a fixed term; or
- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: ....

(or another lender chosen by the purchaser)

Loan amount: no more than $ .... Approval date: ..... / ..... /20.....

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.*

1 Foreign Investment Review Board Approval

In the event that the purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this contract, the purchaser hereby warrants that it has, where required by law, obtained the approval of the Treasurer of the Commonwealth of Australia to its entering into this contract and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer, has received a statement of non-objection by the Treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part II of the Foreign Acquisitions and Takeovers Act 1975; and

The purchaser further acknowledges that in the event that this warranty is untrue in any respect, the purchaser hereby indemnifies the vendor and any of its agents, included but not limited to its Legal Representative and real estate agent, against any loss which the vendor suffers as a result of the vendor having relied on this warranty when entering into this contract including any consequential loss.

The Purchaser warrants that the provisions of the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* do not require the Purchaser to obtain consent to enter this contract.

If there is a breach of the warranty contained in this special condition, whether intentional or not, the purchaser must indemnify and compensate the vendor for any loss, damage or cost which the vendor incurs as a result of the breach.

This warranty and indemnity does not merge on completion of this contract.

2 Property inspection

2.1 The Purchaser acknowledges that the property has been purchased as a result of the Purchaser's own inspection and enquiries and the Purchaser does not rely on any representation or warranty of any nature made by or on behalf of the Vendor or the Vendor's Agent.

2.2 The Purchaser acknowledges and declares that it had sufficient opportunity before signing this Contract to carry out its own investigations and enquiries in relation to the property including but not limited to:-

- 2.2.1 The suitability of the property of any use;
- 2.2.2 Any restrictions imposed on the property and /or its improvements and /or in relation to its use and its improvements;
- 2.2.3 The existence and /or the location of any encumbrances;
- 2.2.4 The location, condition and state of repair, and legal compliance of any buildings, improvements, fixtures and or goods;
- 2.2.5 Whether any buildings, improvements, fixtures and /or goods are constructed over any easements;
- 2.2.6 Whether there are any issues of contamination which may materially diminish the value of the property and /or may affect any use of the property or any neighboring property.

2.3 The Purchaser declares that it accepts and purchases the property in its present condition subject to any defects and strictions and agrees that the Vendor is not obliged or required to carry out any work on or to the property except otherwise provided for in this contract.

2.4 The Purchaser acknowledges that in relation to the Swimming Pool or Spa on this land, they may be required at their expense to comply with the provisions of Building Act 1993 and the Building Regulation 1994 and in particular Regulation 5.1 requiring the provisions of barriers to restrict access by children to the swimming pool or spa within 30 days after the date of settlement.

2.5 The Purchaser shall not seek to terminate, rescind or make any objection, requisition or claim for compensation arising out of any of the matters covered by this Special condition.

3 Notices

General Condition 28 is to be replaced by the following:

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. 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. The purchaser must obtain the vendors written consent five (5) days prior to entry of the property to comply with their responsibility where action is required before settlement.

4 GST Withholding Notice

The Vendor gives notice and warrants that 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)*

5 Nomination

General Condition 4 is to be replaced by the following:

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

Any nomination must be in writing and executed by the named purchaser and the substitute or additional purchaser and must be accompanied by a copy of the statutory declaration made by the named purchaser for stamp duty purposes.

Any nomination must be made no less than twenty-one (21) clear days prior to the due date for settlement, and a nomination fee of AUD 300 plus GST, payable to the Vendor's legal representative, shall be adjusted at settlement.

6 Settlement other than via authorised Electronic Network Operator ("ELNO")

Where a transaction is not supported by an authorised ELNO or is unable to be conducted via an authorised ELNO and a traditional paper settlement is required the Purchaser acknowledges the Vendors fees for preparation of documents and settlement attendance are $200 plus GST to be adjusted at settlement.

7 Failed Settlement

Notwithstanding anything else hereinbefore contained, the purchaser shall pay to the Vendor's Legal Representative the proper costs occasioned by the failure to settle on the appointed day where such failure is caused by the purchaser, the purchaser's legal Representative, conveyancing assistant or mortgagee and where settlement has to be re-scheduled and takes place on a different day than appointed. These costs of $200 plus GST are payable for every occasion and/or date that settlement is delayed or rescheduled and shall be payable even though the purchaser shall not be deemed to be in default under this contract of sale.

8 Default Costs, Charges and Expenses

The purchaser must pay all costs, charges and expenses incurred by the vendor due to any default by the purchaser in payment of any money payable under this contract or any breach by the purchaser of any of the terms of this contract.

9 Default Interest

General Condition 33 is to be replaced by the following:

If the purchaser defaults in payment of any money due under this contract, the purchaser must pay to the vendor interest at the rate of **4%** above the standard rate on all money overdue during the period of default without any demand and without prejudice to any other rights of the vendor.

10 Amendment to General Condition

General Conditions 30, 31.4, 31.5 and 31.6 shall not be apply to this Contract. And 21.2(a) is amended by substituting the words 'major building defect' with the words 'major structural defect'.

11 Severability

In the event of any part of this Contract being or becoming void or unenforceable or being illegal then that part shall be severed from this Contract to the extent that all parts that shall not be or become void, unenforceable or illegal shall remain in full force and effect and be unaffected by such severance.

12 Planning

The Purchaser buys subject to any restrictions imposed by and to the provisions of the applicable Planning Scheme and any other Town Planning Acts or Scheme.

13 Representation and Warranty as to Building

The Purchaser acknowledges that the Vendor has not, nor has anyone on the Vendor's behalf, made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the Purchaser expressly releases the Vendor and/or the Vendor's Agents from any claims demands in respect thereof.

14 Land Tax

Notwithstanding any other condition, the Parties agree that if this Contract is signed on or after 1 January 2024, the purchaser will not be required to contribute towards land tax where such a requirement would be prohibited by law. Unless the Contract price exceeds $10,000,000.00

15 COMMERCIAL AND INDUSTRIAL PROPERTY TAX

15.1 The Vendor makes no warranty or representation as to the Commercial and Industrial Property Tax and the Purchaser purchases this Property based upon their own enquiries and knowledge with respect to it. For the purposes of settlement, the parties acknowledge that the Australian Valuation Property Classification Code ('AVPCC') may vary prior to the Settlement Date and the Purchaser accepts that it shall not be entitled to object to any such variation. The Vendor shall advise the Purchaser of the Australian Valuation Property Classification Code applicable to the Property on the Settlement date to the Vendor's knowledge.

15.2 The Purchaser shall not make any requisitions or objections, claim compensation or refuse or delay payment of the Price due to any matter associated with stamp duty or the Commercial and Industrial Property Tax.

16. Rescheduled Settlement

16.1 The purchaser must ensure the settlement occurs on the due date for settlement as set out in the particulars of this Contract (Due Date). Failure to settle by the Due Date constitutes a default under this contract.

16.2 In the event of a default by the Purchaser by not settling on the Due Date, the Purchaser must pay to the Vendor's representative an amount of $330.00 (inclusive of GST) to cover the Vendor's additional costs and disbursements incurred for each occurrence of requesting a rescheduling of the settlement.

17. GAIC Liability

The Purchaser acknowledges and agrees that the Land may be subject to a Growth Areas Infrastructure Contribution (GAIC) under the Planning and Environment Act 1987 (Vic). If a GAIC event were to occur as a result of this transaction or any subsequent dealings (including but not limited to subdivision, transfer of title, or building permit application), the Purchaser shall bear full responsibility and cost for any GAIC liability arising from such event, unless otherwise agreed in writing.

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:

© COPYRIGHT LIV AUGUST 2019

(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

© COPYRIGHT LIV AUGUST 2019

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 *(Cth)* setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 *(Cth)* indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—

(a) that—

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009 (Cth)*, not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay—

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009 (Cth)* have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* before settlement if the land is the subject of a provisional folio under section 23 of that Act.

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958*.

© COPYRIGHT LIV AUGUST 2019

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:

© COPYRIGHT LIV AUGUST 2019

(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.

© COPYRIGHT LIV AUGUST 2019

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.

© COPYRIGHT LIV AUGUST 2019

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;

© COPYRIGHT LIV AUGUST 2019

(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;

© COPYRIGHT LIV AUGUST 2019

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 1 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 1 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.

© COPYRIGHT LIV AUGUST 2019

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 1 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.

© COPYRIGHT LIV AUGUST 2019

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.

© COPYRIGHT LIV AUGUST 2019

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.

© COPYRIGHT LIV AUGUST 2019

GUARANTEE and INDEMNITY

I/We, ……. of
……

and……. of
……

being the **Sole Director** / **Directors** of ……. of …… (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 ...……..... 202

SIGNED by the said)
)
Print Name:)
…….. ……..
Director (Sign)

in the presence of:)
)
Witness: …….)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendor Statement

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

This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature.

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

Land	**UNIT 121 48 VICTORIA STREET BRUNSWICK EAST VIC 3057**	
Vendor's name	**LCR PROPERTY HOLDINGS PTY LTD**	**Date**
Vendor's signature		
Vendor's name		**Date**
Vendor's signature		
Purchaser's name		**Date**
Purchaser's signature		
Purchaser's name		**Date**
Purchaser's signature		

Important information

InfoTrack is not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in this document. It is advised you should also check for any subsequent changes in the law.

1. FINANCIAL MATTERS

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

Total does not exceed (not including land tax): $8000.00

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

$ To $

Other particulars (Including dates) and times of payments:

1.3 Terms of Contract

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

Not applicable.

1.4 Sale Subject to Mortgage

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

Not applicable.

1.5 Land subject to Tax Reform scheme

(a) Is the land tax reform scheme land within the meaning of the **Commercial and Industrial Property Tax Reform Act 2024?**

No.

(b) If yes to 1.5(a), please provide:

i. the AVPCC* most recently allocated to the land; AND

ii. the entry date within the meaning of the Commercial and Industrial Property Tax Reform Act 2024

* **AVPCC** means an Australian Valuation Property Classification Code based on the Valuation Best Practice Specifications Guidelines, or as otherwise defined under the **Commercial and Industrial Property Tax Reform Act 2024.**

2. INSURANCE

2.1 Damage and Destruction

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

Not applicable.

2.2 Owner-Builder

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

As attached otherwise nil.

Note: There may be additional legislative obligations in respect of the sale of land on which there is a building on which building work has been carried out.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

As attached otherwise nil.

3.2 Road Access

There is access to the property by road.

3.3 Designated Bushfire Prone Area

Whether the land is in a designated bushfire prone area under section 192A of the *Building Act* 1993;

Please refer to planning property report attached.

3.4 Planning Scheme

Please refer to planning property report attached.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal directly and currently affecting the land, being a notice, order, declaration, report, recommendation or approved proposal of which the vendor might reasonably be expected to have knowledge:
Not applicable.

4.2 Agricultural Chemicals

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

The vendor is not aware

4.3 Compulsory Acquisition

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

The vendor is not aware

5. BUILDING PERMITS

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

Not applicable.

6. OWNERS CORPORATION

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

Owners Corporation Certificate as attached.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Details as attached, otherwise nil

8. SERVICES

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

Electric Supply☐	Gas supply☐	Water supply☐	Sewerage☐	Telephone services☒

9. TITLE

Attached are copies of the following documents:

9.1 (a) **Registered Title**

A Register Search Statement and the document, or part of a document, referred to as the "diagram location" in that statement which identifies the land and its location.

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not applicable

10.2 Staged Subdivision

Not applicable.

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the meaning of the Subdivision Act 1988 is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 2000m^2; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Not applicable.

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

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

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

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

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

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

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

VOLUME 12087 FOLIO 785 Security no : 124132563060V
Produced 28/02/2026 11:48 AM

LAND DESCRIPTION

Lot 121 on Plan of Subdivision 723367W.
PARENT TITLES :
Volume 06028 Folio 449 Volume 06342 Folio 340 Volume 06522 Folio 226
Volume 08861 Folio 720
Created by instrument PS723367W 05/06/2019

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
LCR PROPERTY HOLDINGS PTY LTD of 12 HERTFORD CRESCENT BALWYN VIC 3103
AS249053L 12/06/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX471788A 21/11/2023
NATIONAL AUSTRALIA BANK LTD

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

STATEMENT as to part Section 41 Town and Country Planning Act 1961
MELBOURNE AND METROPOLITAN BOARD OF WORKS
D873707 29/10/1970

STATEMENT as to part Section 41 Town and Country Planning Act 1961
MELBOURNE AND METROPOLITAN BOARD OF WORKS
E146955 31/08/1971

DIAGRAM LOCATION

SEE PS723367W 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 121 48 VICTORIA STREET BRUNSWICK EAST VIC 3057

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 21/11/2023

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

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

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS723367W

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	**Instrument**
Document Identification	**E146955**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**28/02/2026 11:48**

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

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

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 1 of 2

E146955

******0100.GORT5TO

9-53 953977 AUG31-71

REGD

No Fee

Town and Country Planning Act 1961

Statement of Compensation Paid Pursuant to Section 41 of the Act

MELBOURNE AND METROPOLITAN BOARD OF WORKS of 110 Spencer Street Melbourne HEREBY STATES that pursuant to Section 41 of the Town and Country Planning Act 1961 it has paid compensation particulars of which are appended hereto.

Land	All that piece of land being Lot 1 on Lodged Plan 15236 Parish of Jika Jika and being the land more particularly described in Certificate of Title Volume 8861 Folio 720 and known as 98 Nicholson Street, East Brunswick.
Name, Address & Occupation of person to whom compensation was paid	Leon Sonkin of 98 Clarence Street Caulfield South Pharmaceutical Chemist
Amount of Compensation Paid	$12,800.00
Date of Payment	August 20th 1971
Nature of Interest of Recipient of Compensation	Vendor

DATED the 30th day of August 1971.

(W.C.S. ELLIS)
Secretary
Melbourne and Metropolitan Board of Works

DE146955-1-5

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 2 of 2

Town and Country Planning Act 1961

Statement of Compensation Paid Pursuant to Section 41 of the Act

[illegible] of [illegible] of [illegible] [illegible] [illegible]

Imaged Document Cover Sheet

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

Document Type	**Plan**
Document Identification	**PS723367W**
Number of Pages (excluding this cover sheet)	**30**
Document Assembled	**28/02/2026 11:48**

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

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

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 1 of 30

PLAN OF SUBDIVISION

EDITION 1

PS 723367W

LOCATION OF LAND

PARISH: JIKA JIKA

CROWN ALLOTMENT:

CROWN PORTION: 105 (PART)

TITLE & LAST PLAN REFERENCE:

VOL 8861 FOL 720 - LOT 1 LP 15236
VOL 6342 FOL 340 - LOT 2 LP 15236
VOL 6522 FOL 226 - LOT 3 LP 15236
VOL 6028 FOL 449 - LOT 1 TP 848513C

POSTAL ADDRESS: 94-98 NICHOLSON STREET
(at time of subdivision) 48 VICTORIA STREET
BRUNSWICK EAST, VIC. 3057

MGA CO-ORDINATES: E: 322 110 ZONE: 55
(of approx centre of land in plan) N: 5 817 860 GDA 94

Council Name: Moreland City Council

Council Reference Number: SC/2018/14
Planning Permit Reference: SP/2018/12
SPEAR Reference Number: S116180M

Certification

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

Statement of Compliance

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied

Digitally signed by: Graeme Bruce Linsell for Moreland City Council on 22/05/2019

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

DEPTH LIMITATION - DOES NOT APPLY

SURVEY:
This plan is/~~is not~~ based on survey.

STAGING:
This ~~is~~/is not a staged subdivision.
Planning Permit No. SP/2018/12

This survey has been connected to permanent marks No(s). PM70

In Proclaimed Survey Area No.

LOTS 1-100,132-200,229-300,317-400,404 & 407
HAVE BEEN OMITTED FROM THIS PLAN

NOTATIONS

BOUNDARIES SHOWN BY THICK AND CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS-
INTERIOR FACE: ALL BOUNDARIES

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

ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS & CABLE DUCTS, SERVICE INSTALLATIONS, WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1. THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS & CABLE DUCTS, SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.

CP No.1 - COMMON PROPERTY No.1

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

EASEMENT INFORMATION

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

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

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

MADIGAN SURVEYING
96 MORANG ROAD
HAWTHORN 3122
PH. 9819 9599
FAX 9818 2322
EMAIL
surveyors@madigan.com.au

SURVEYORS FILE REF: 7284 PS V05.DGN
DATE: 04-06-2019

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 29

Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M

PLAN REGISTERED
TIME: 11:40 am DATE: 05/06/2019 H.L.
Assistant Registrar of Titles

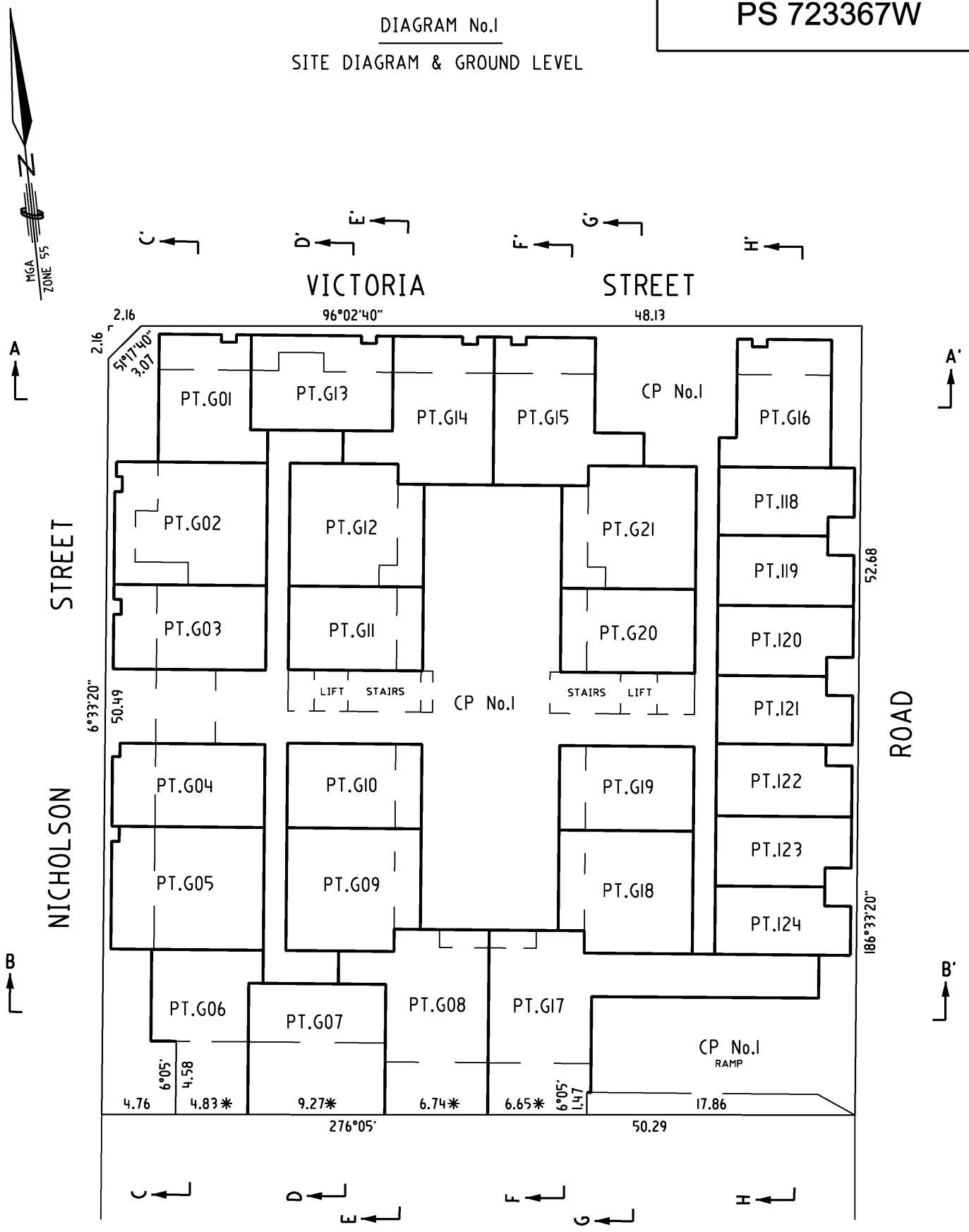
Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 2 of 30

PS 723367W

DIAGRAM No.1

SITE DIAGRAM & GROUND LEVEL



NOTE: DIMENSIONS SHOWN THUS 4.83* ARE TO INTERNAL FACE OF WALLS

MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au	SCALE 1:250 2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 2
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M	Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M	

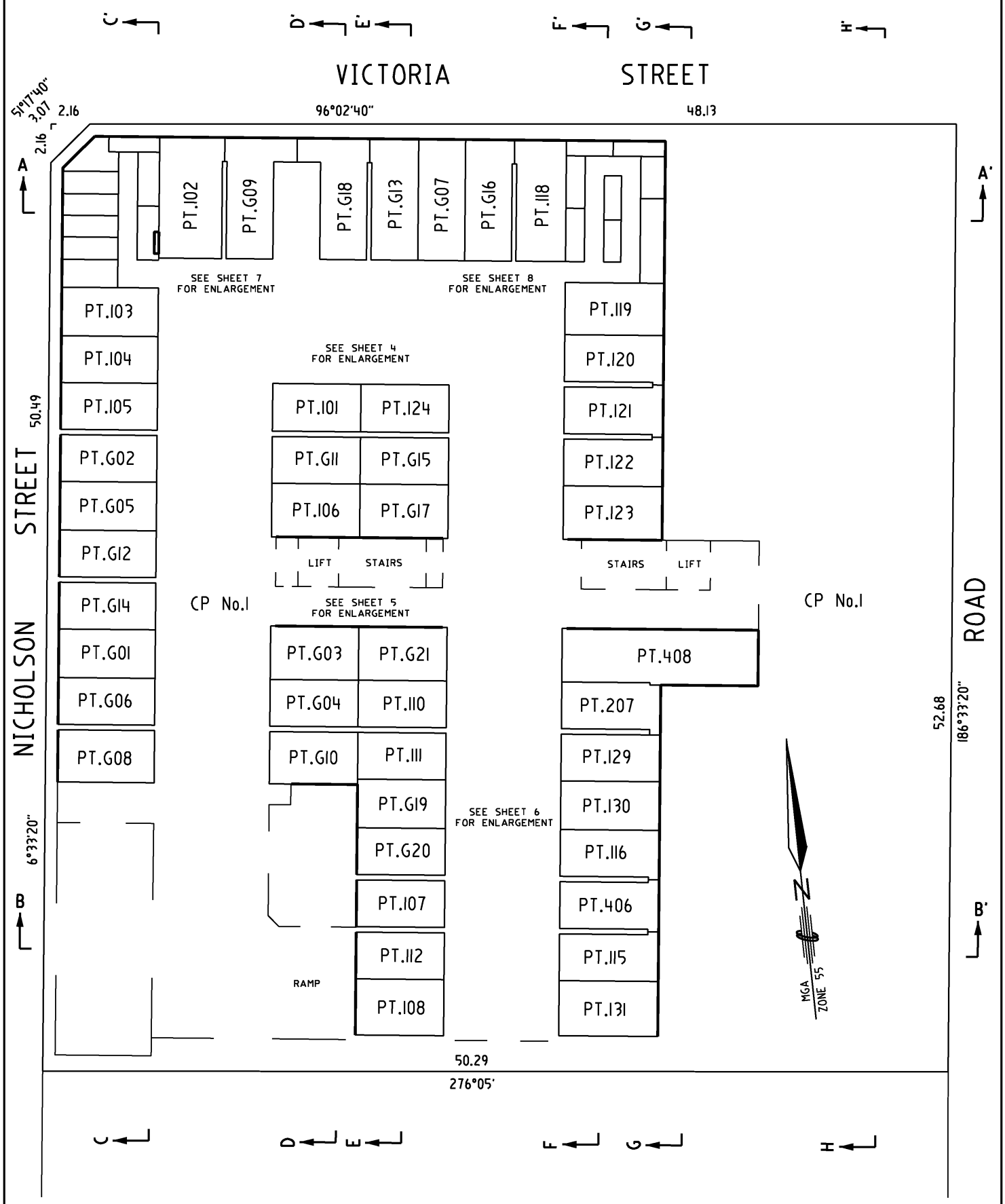
Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 3 of 30

PS 723367W

DIAGRAM No.2

BASEMENT 2



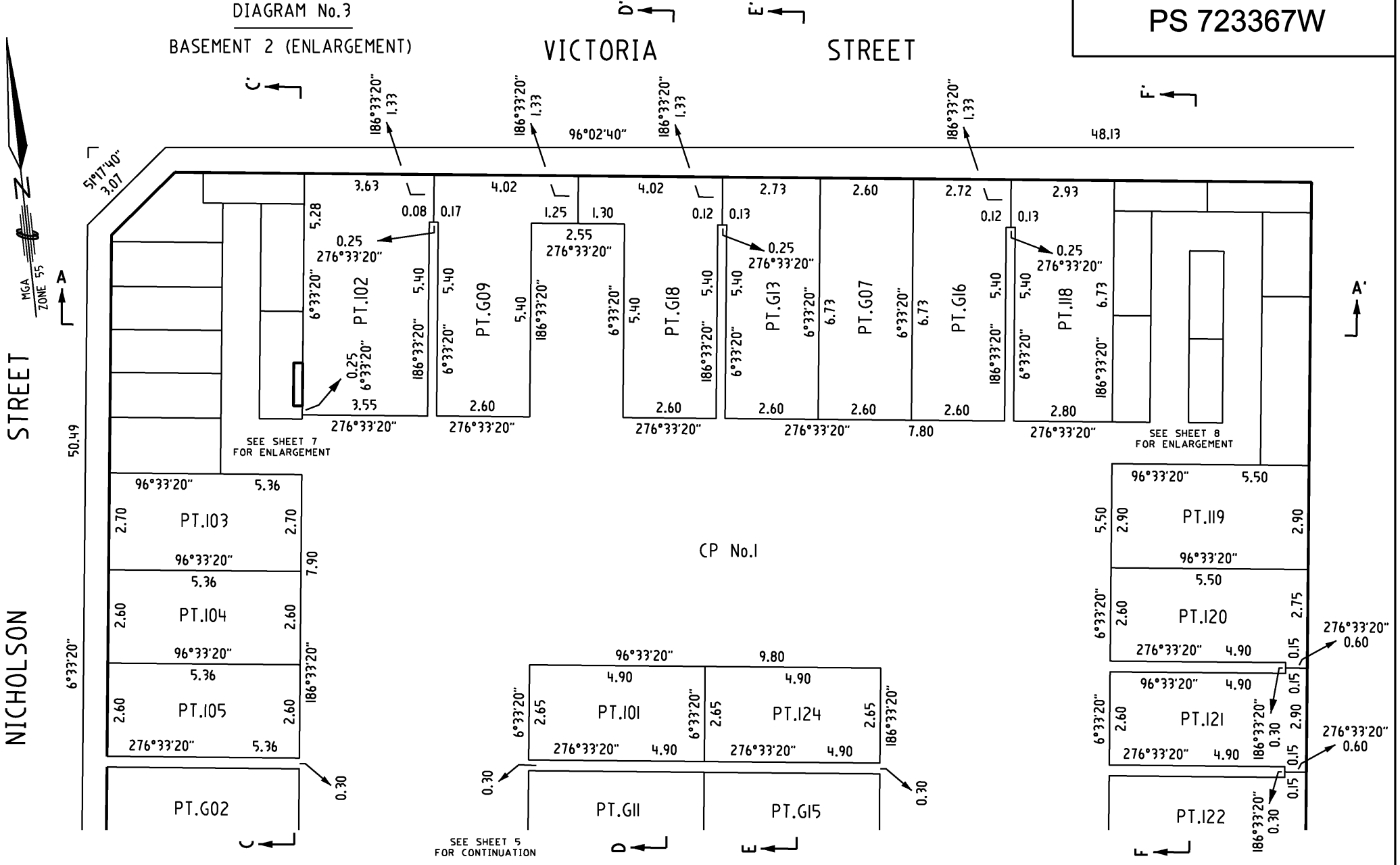
MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 3
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M		Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M	

Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

PS 723367W

DIAGRAM No.3

BASEMENT 2 (ENLARGEMENT)



MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au		SCALE 1:100 1 0 1 2 3 4 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 SHEET 4
		Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M	Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M

Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

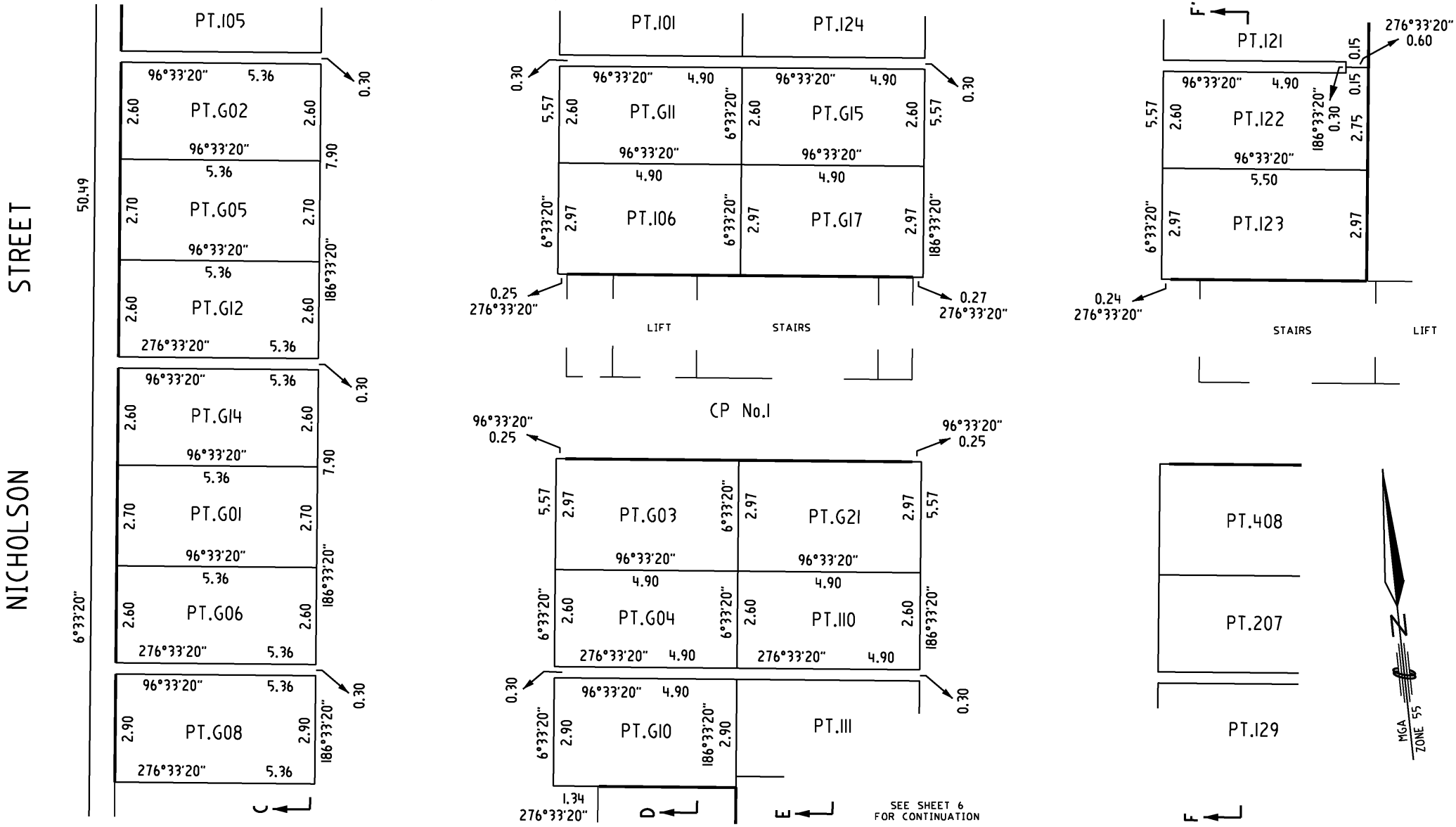
Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 4 of 30

PS 723367W

DIAGRAM No.4

SEE SHEET 4 FOR CONTINUATION

BASEMENT 2 (ENLARGEMENT)



MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au		SCALE 1:100 1 0 1 2 3 4 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 SHEET 5
		Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M	Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M

Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

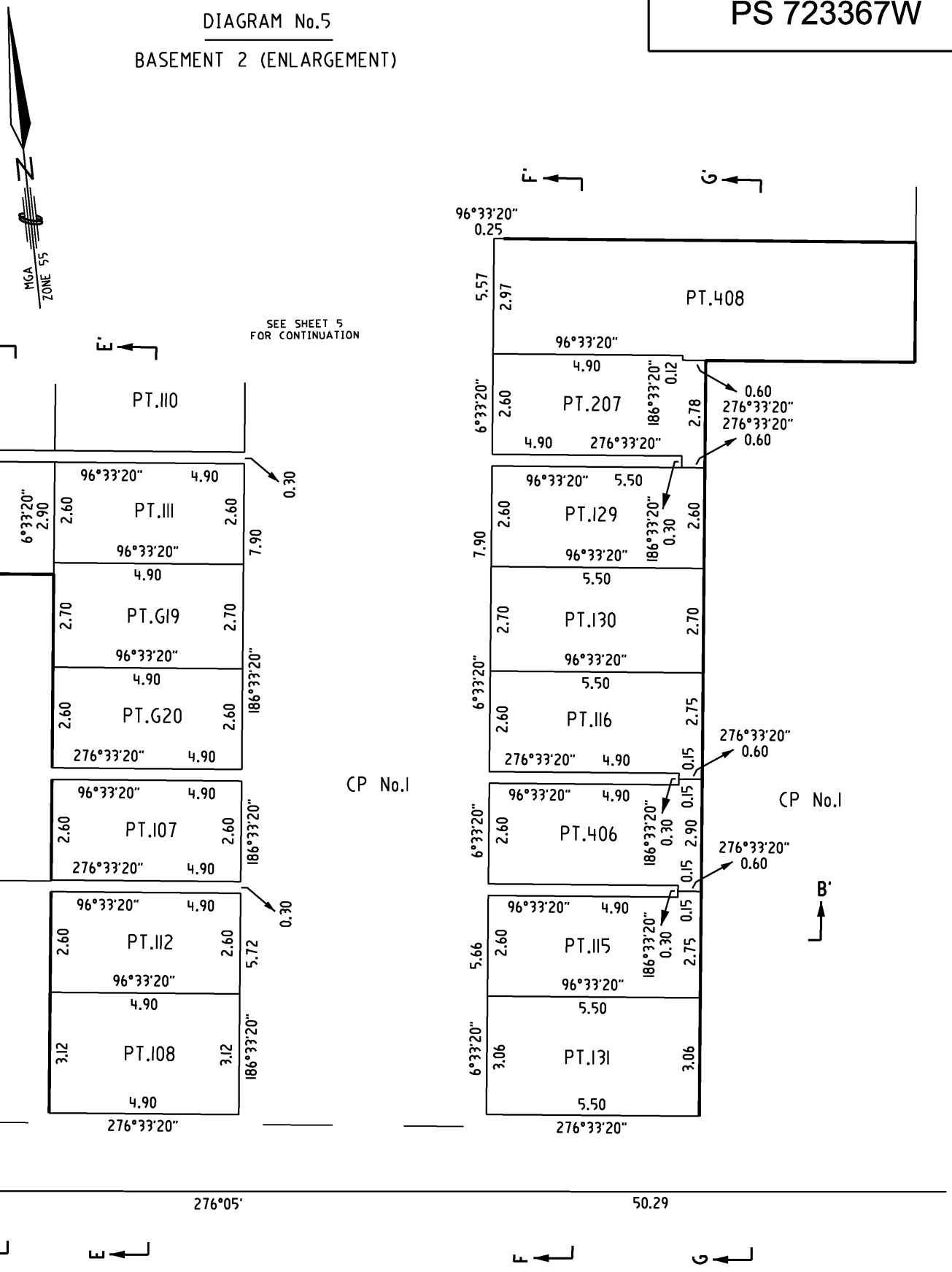
Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 5 of 30

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 6 of 30

PS 723367W

DIAGRAM No.5

BASEMENT 2 (ENLARGEMENT)



MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au	SCALE 1:100	1 0 1 2 3 4 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 6
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M		Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M	

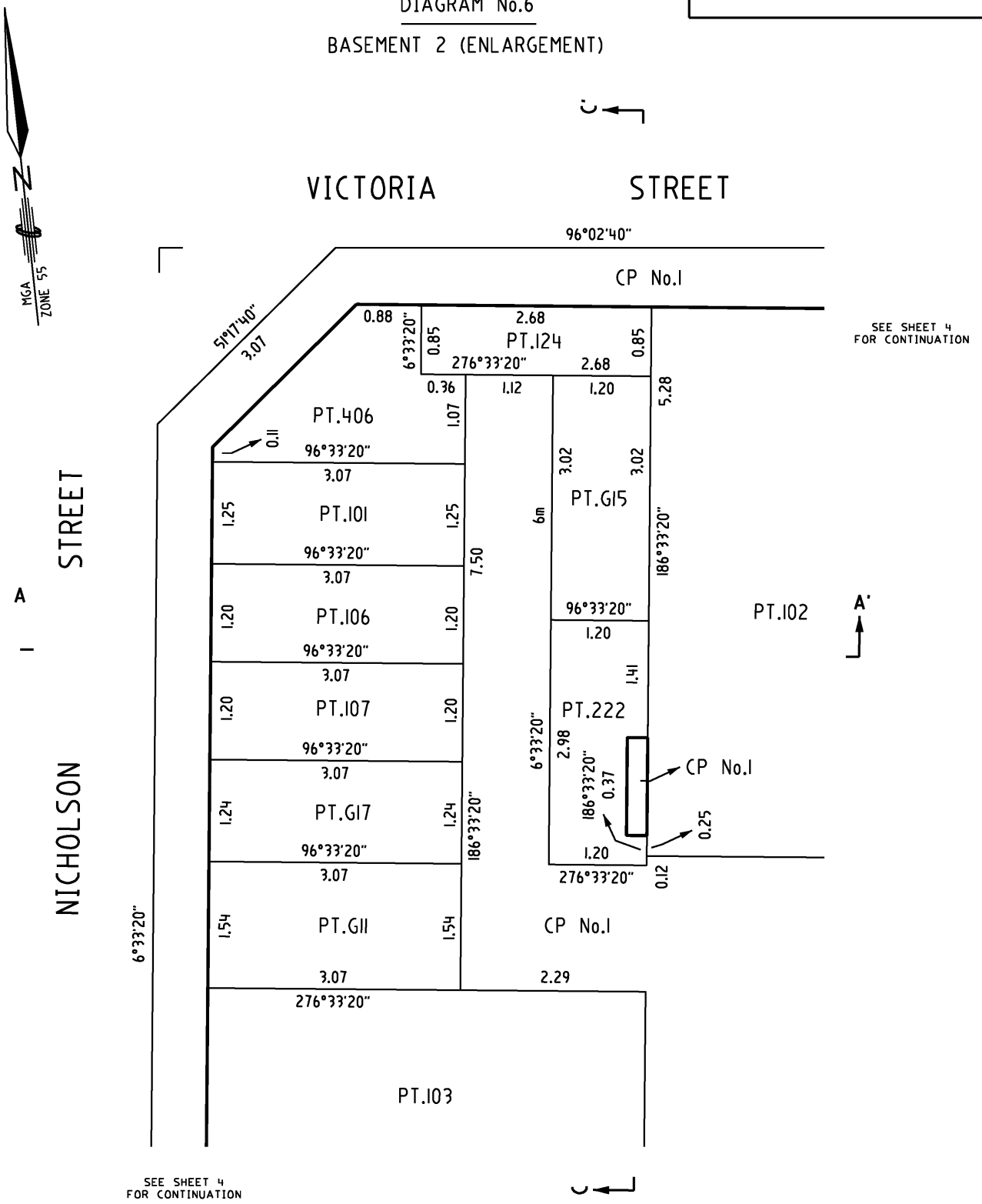
Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 7 of 30

PS 723367W

DIAGRAM No.6

BASEMENT 2 (ENLARGEMENT)



MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au	SCALE 1:50	0.5 0 0.5 1 1.5 2 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 7
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M		Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M	

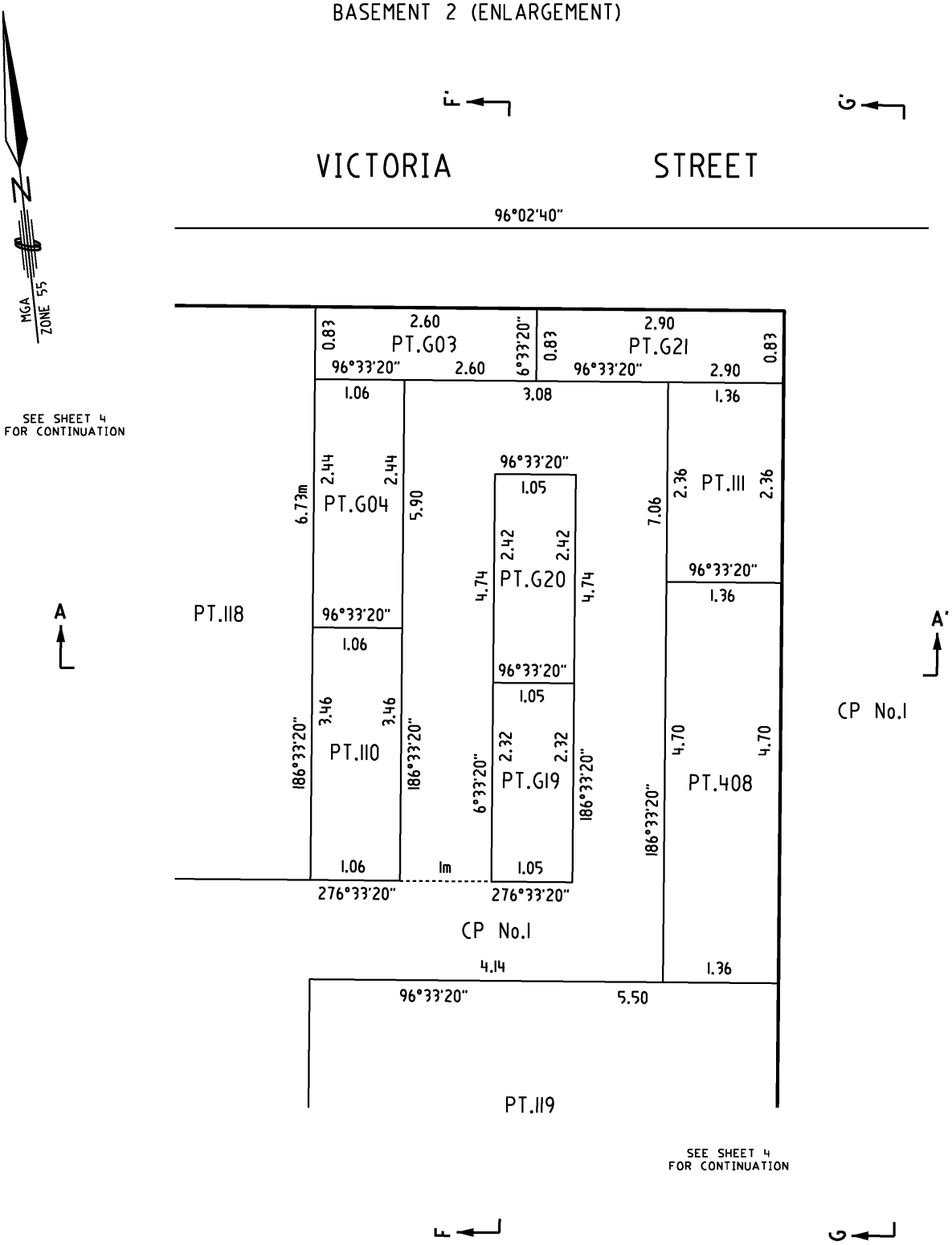
Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 8 of 30

PS 723367W

DIAGRAM No.7

BASEMENT 2 (ENLARGEMENT)



MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au	SCALE 1:50	0.5 0 0.5 1 1.5 2 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 8
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M		Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M	

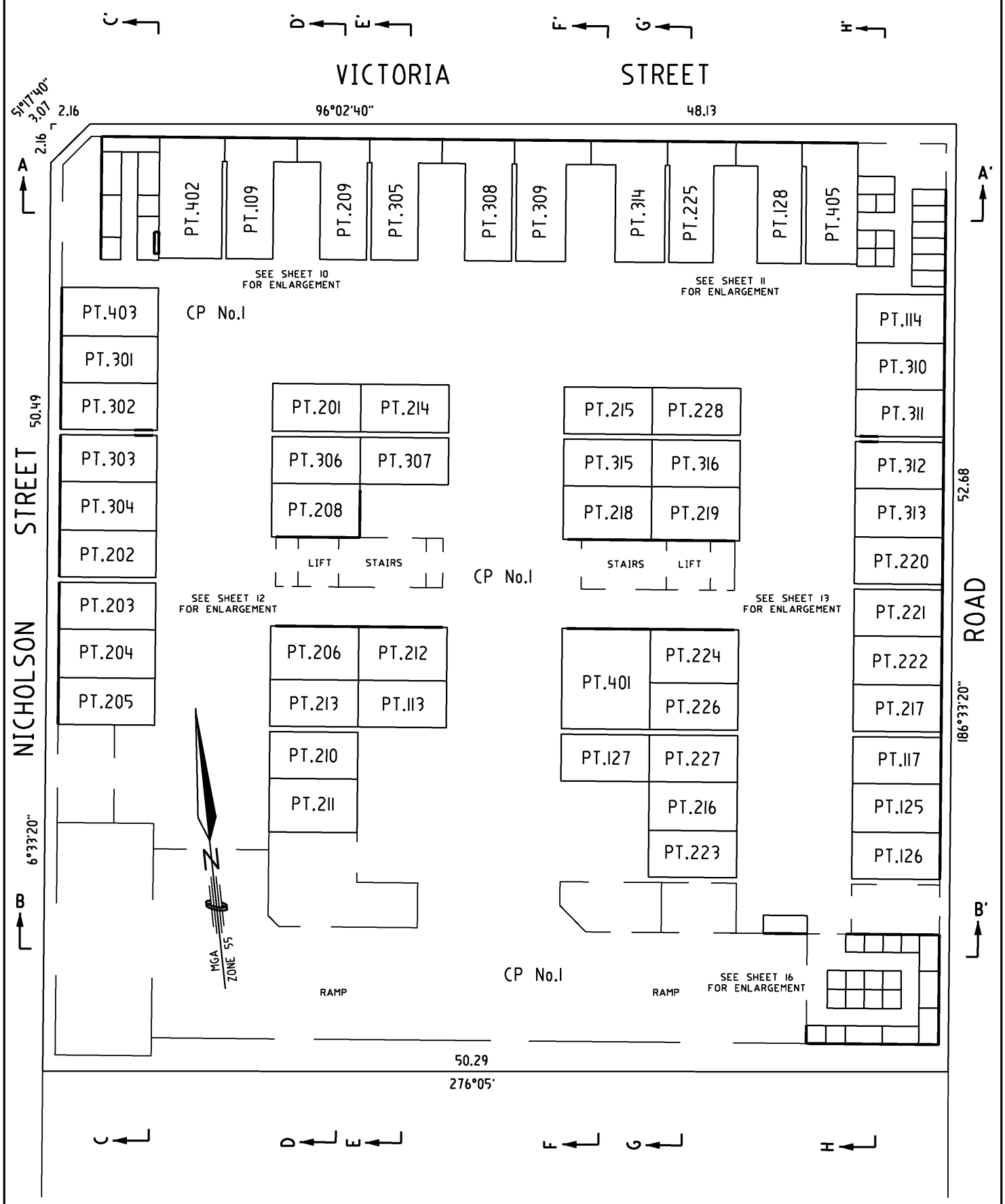
Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 9 of 30

PS 723367W

DIAGRAM No.8

BASEMENT 1



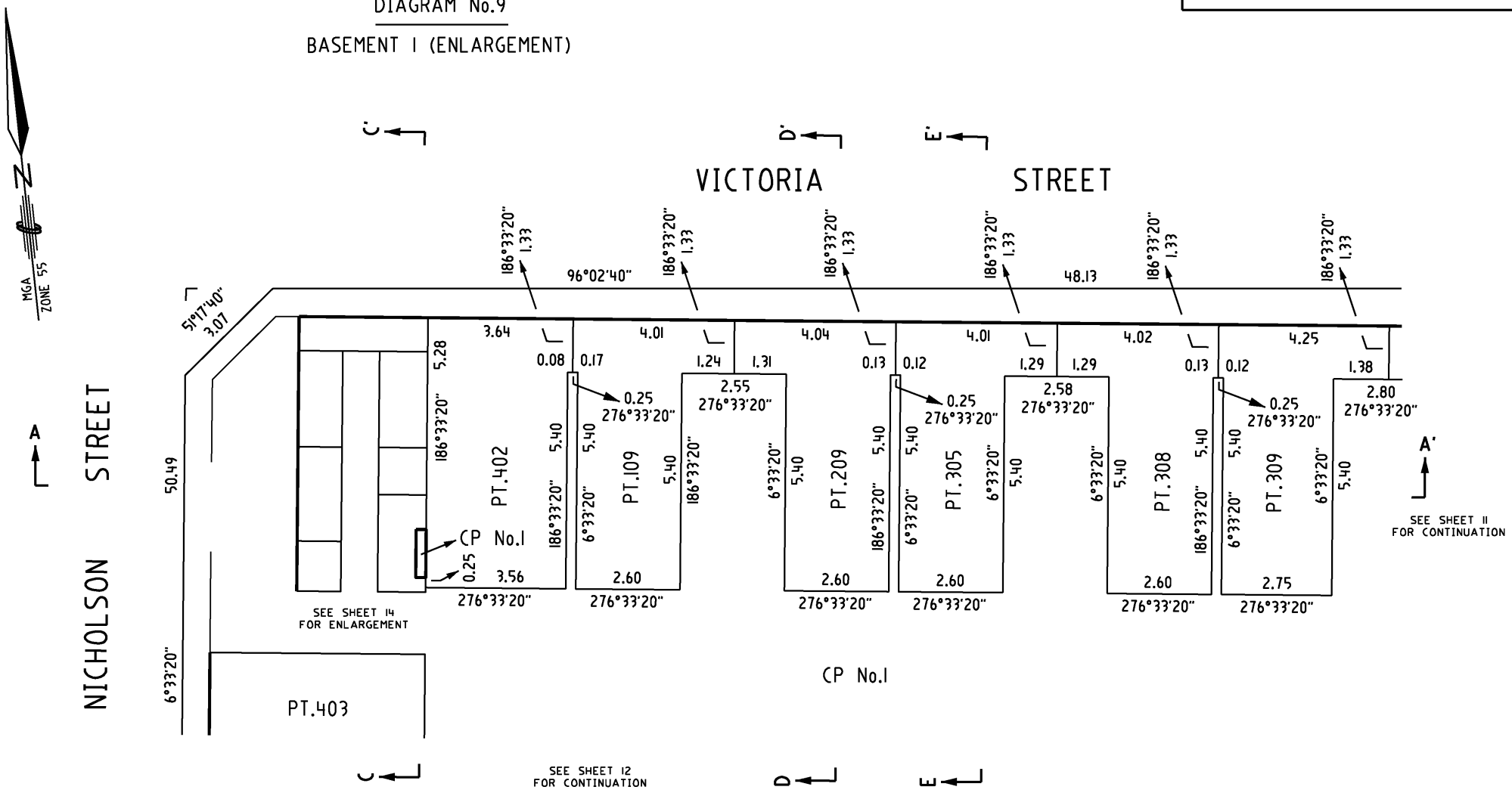
MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au	SCALE 1:200	2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M	Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M	SHEET 9

Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

PS 723367W

DIAGRAM No.9

BASEMENT 1 (ENLARGEMENT)



MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au		SCALE 1:100	1 0 1 2 3 4 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3 / SHEET 10
		Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M		Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M

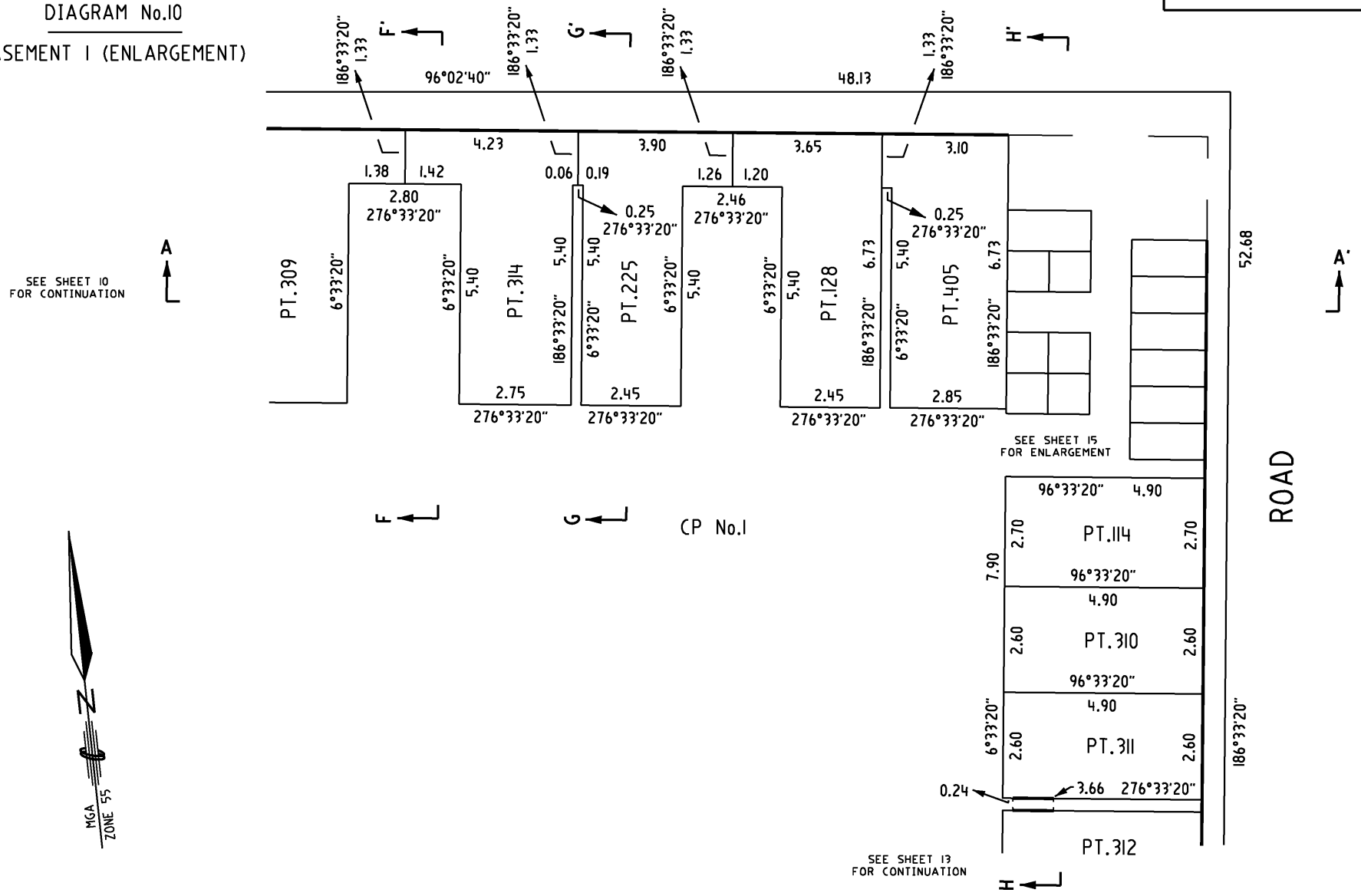
Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 10 of 30

PS 723367W

DIAGRAM No.10

BASEMENT 1 (ENLARGEMENT)



MADIGAN SURVEYING
96 MORANG ROAD
HAWTHORN 3122
PH. 9819 9599
FAX 9818 2322
EMAIL
surveyors@madigan.com.au

SCALE		ORIGINAL SHEET SIZE: A3	SHEET 11
1:100	1 0 1 2 3 4 LENGTHS ARE IN METRES		

Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M

Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M

Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

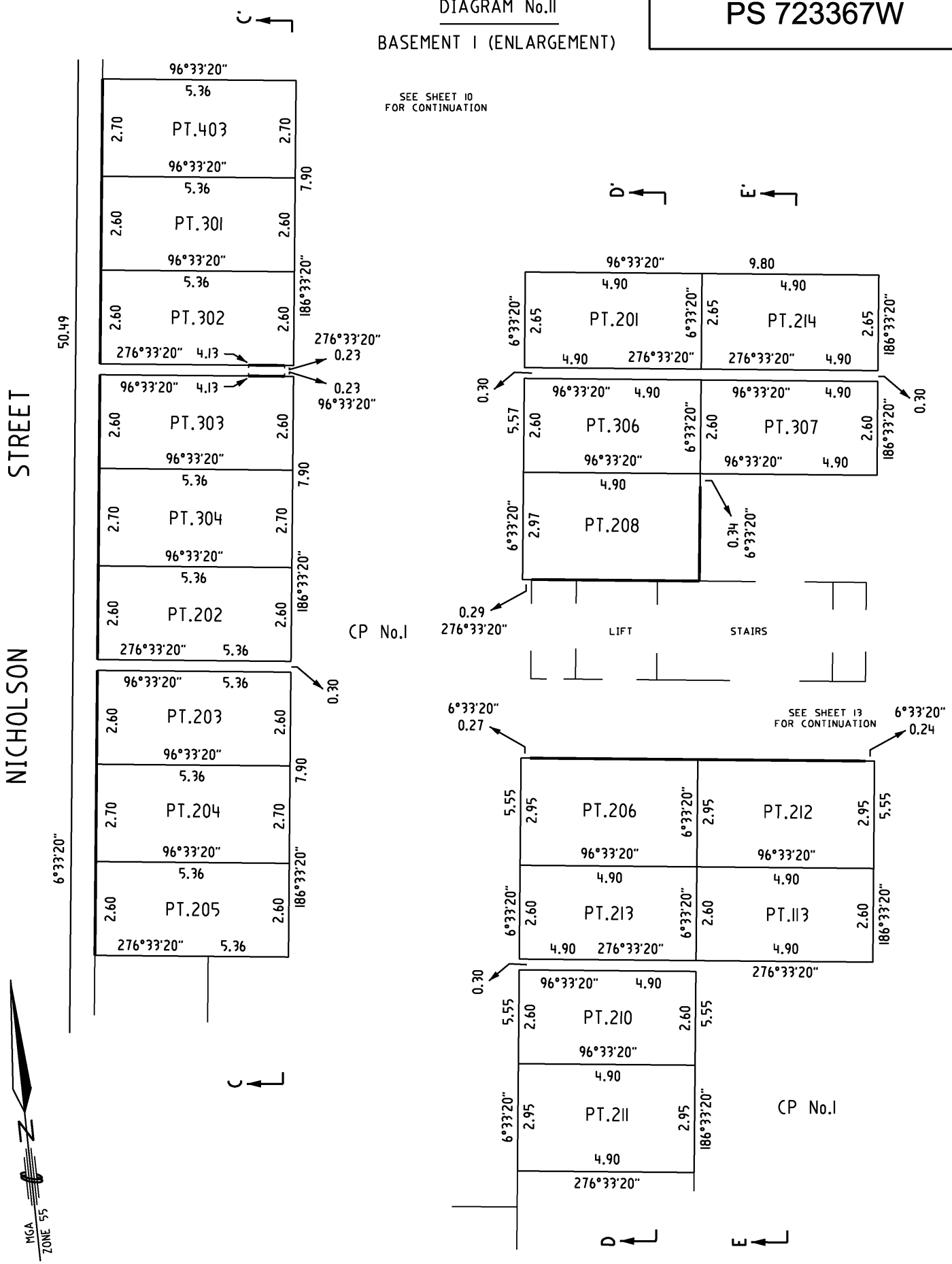
Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 11 of 30

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 12 of 30

DIAGRAM No.II

BASEMENT I (ENLARGEMENT)

PS 723367W



MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au	SCALE 1:100	1 0 1 2 3 4 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 12
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M		Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M	

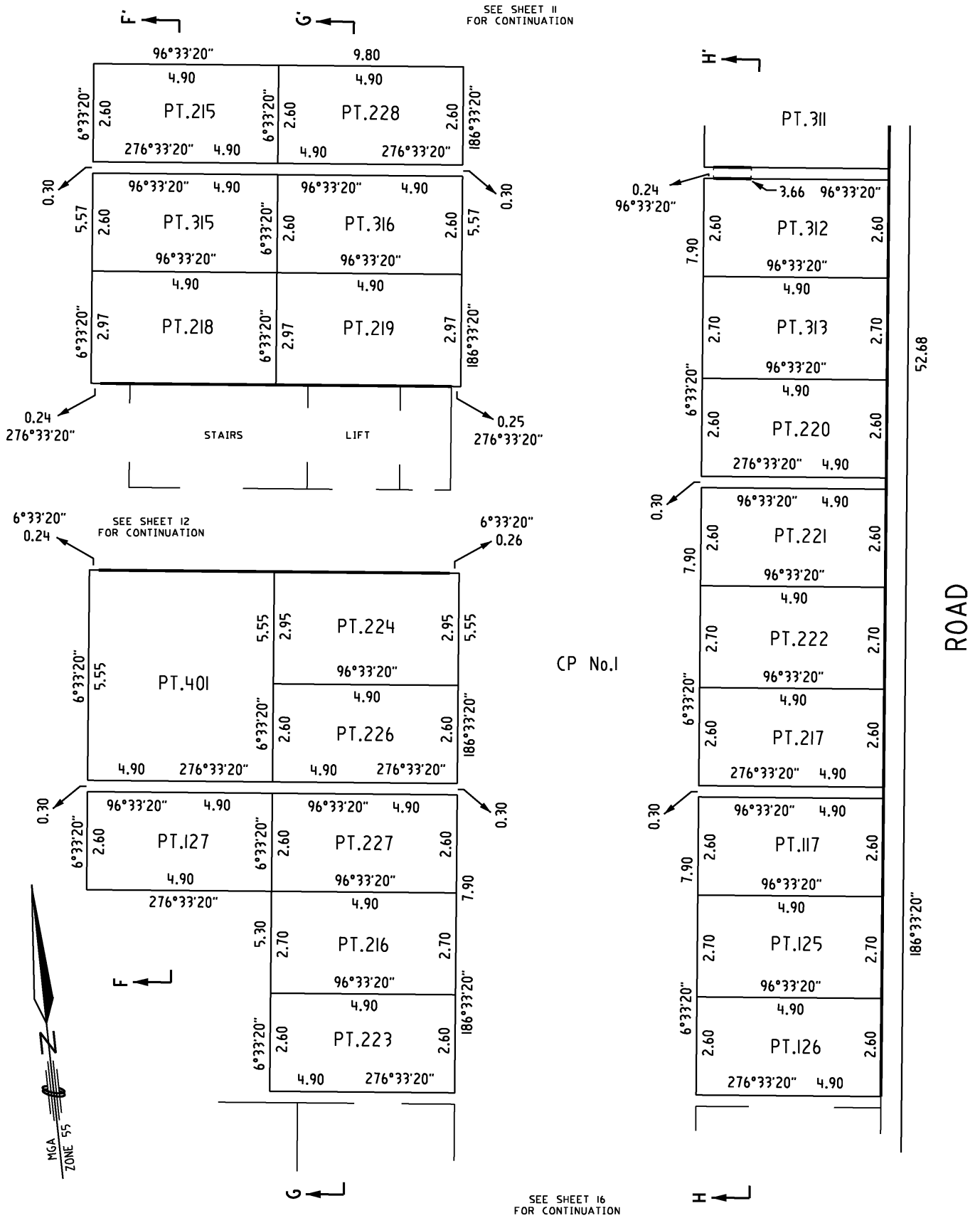
Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 13 of 30

PS 723367W

DIAGRAM No.12

BASEMENT 1 (ENLARGEMENT)



MADIGAN SURVEYING CP No.1 RAMP 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au	SCALE 1:100 1 0 1 2 3 4 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 13
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M	Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M	

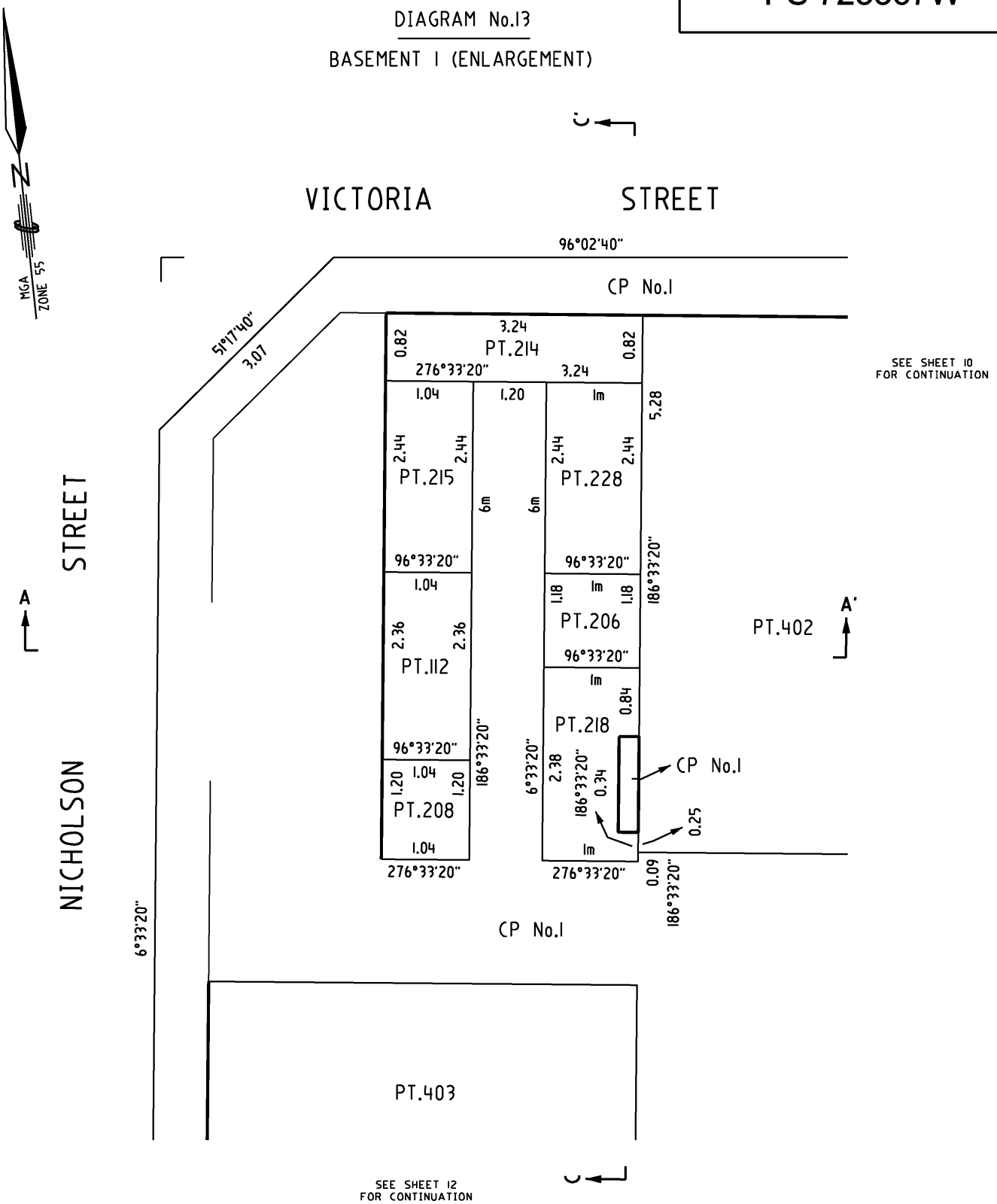
Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 14 of 30

PS 723367W

DIAGRAM No.13

BASEMENT 1 (ENLARGEMENT)



MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au	SCALE 1:50 0.5 0 0.5 1 1.5 2 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 14
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M	Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M	

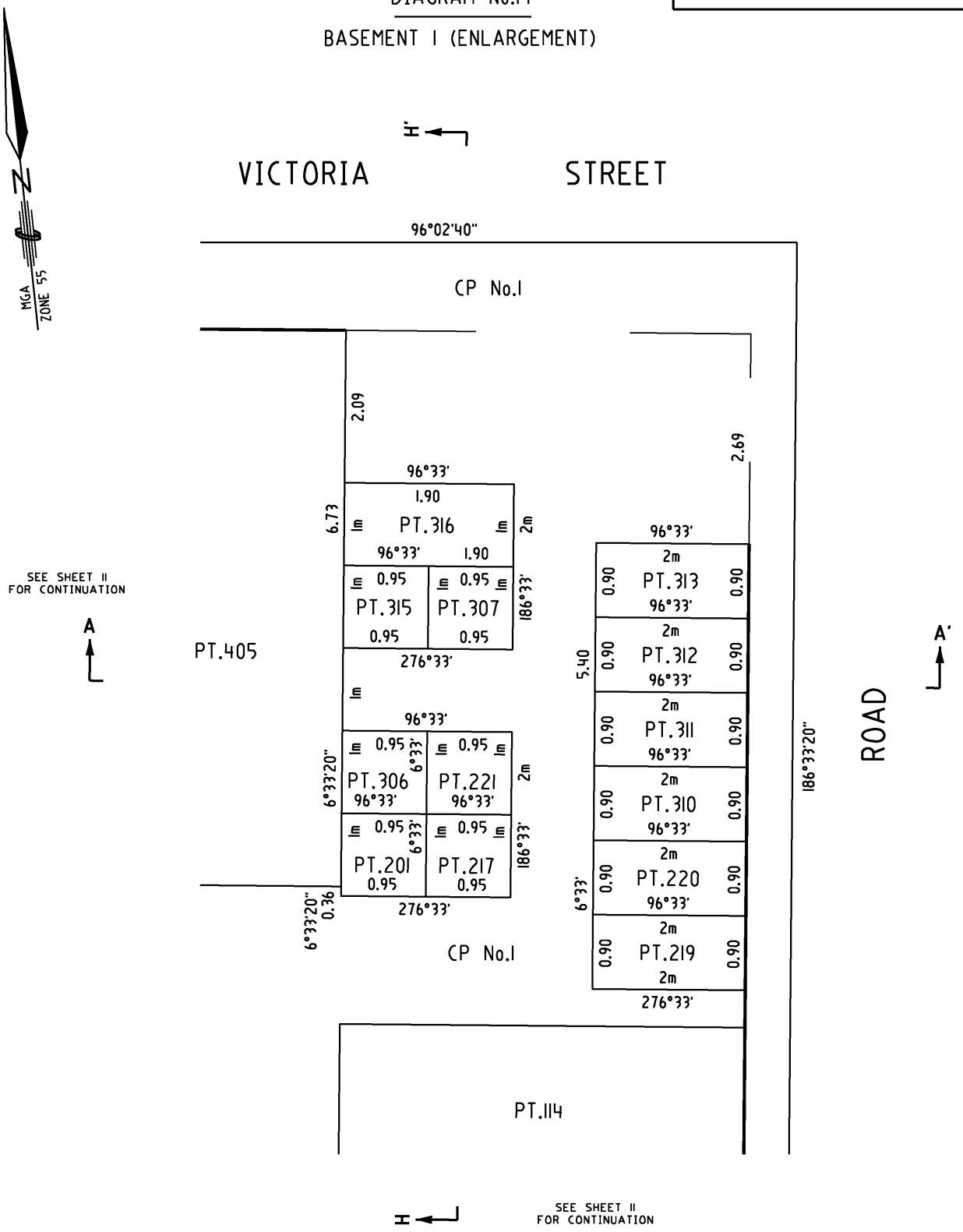
Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 15 of 30

PS 723367W

DIAGRAM No.14

BASEMENT 1 (ENLARGEMENT)



MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au	SCALE 1:50	0.5 0 0.5 1 1.5 2 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 15
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M		Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M	

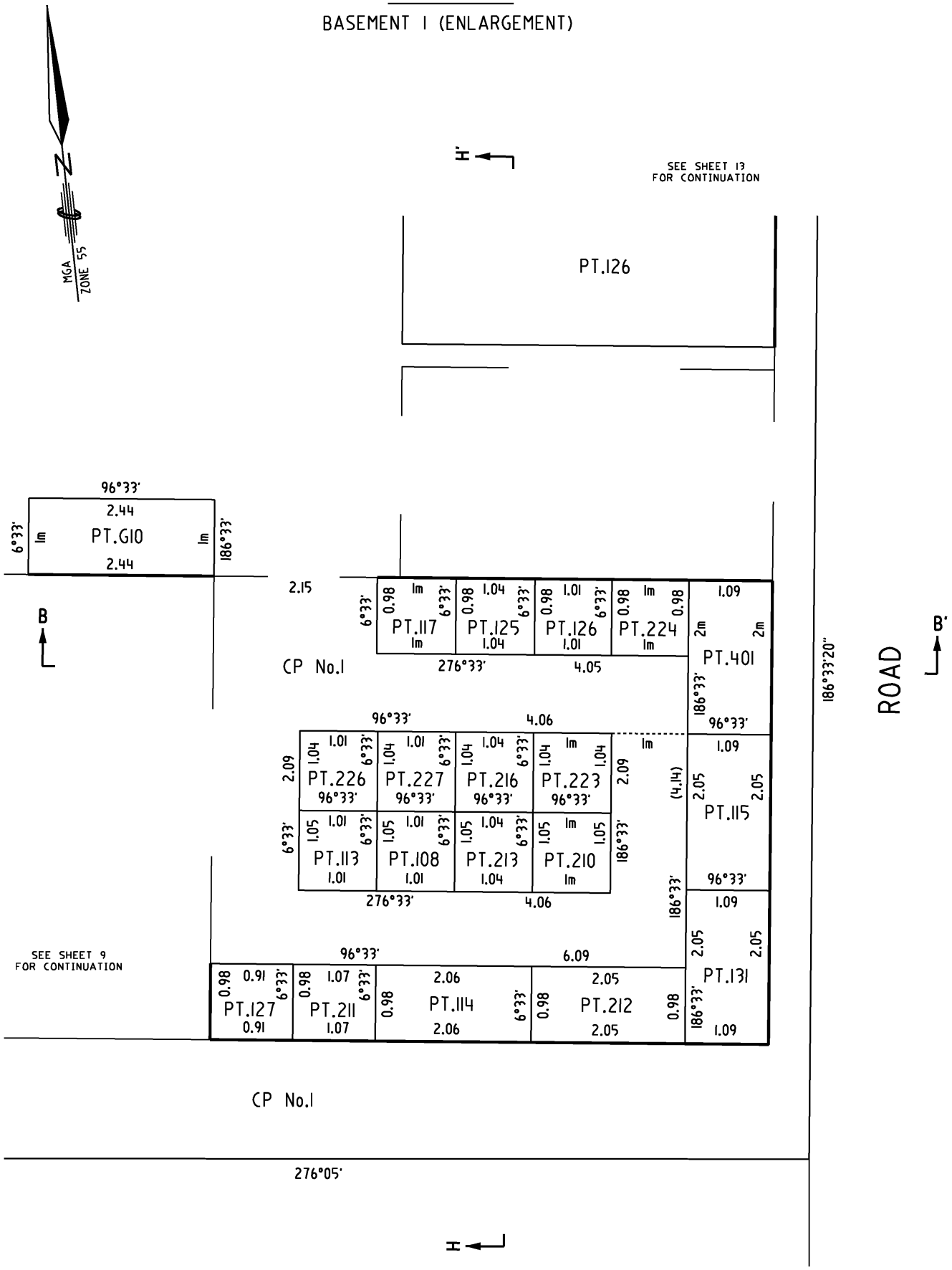
Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 16 of 30

PS 723367W

DIAGRAM No.15

BASEMENT 1 (ENLARGEMENT)



MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au	SCALE 1:50	0.5 0 0.5 1 1.5 2 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 16
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M		Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M	

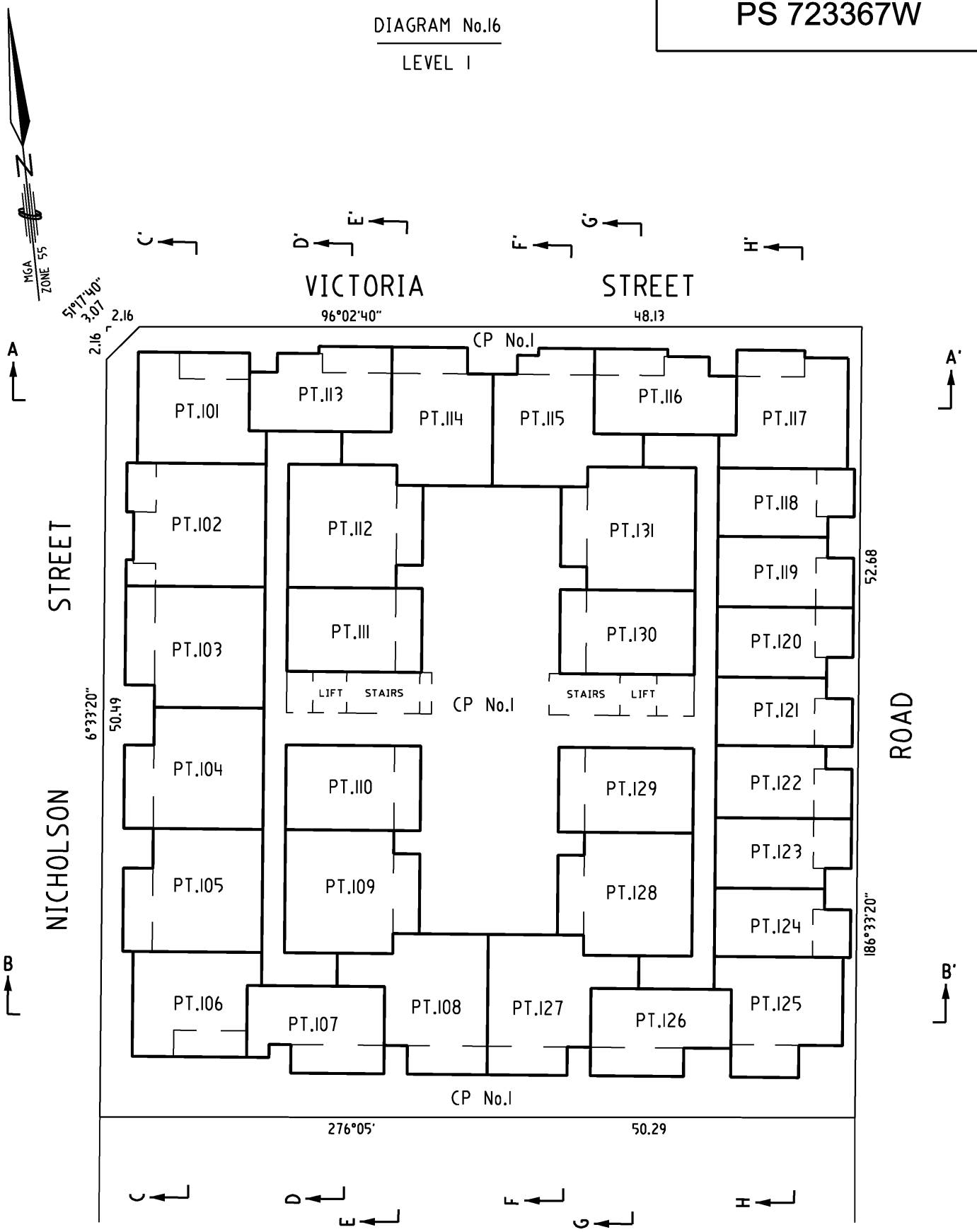
Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 17 of 30

PS 723367W

DIAGRAM No.16

LEVEL 1



MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au	SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 17
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M		Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M	

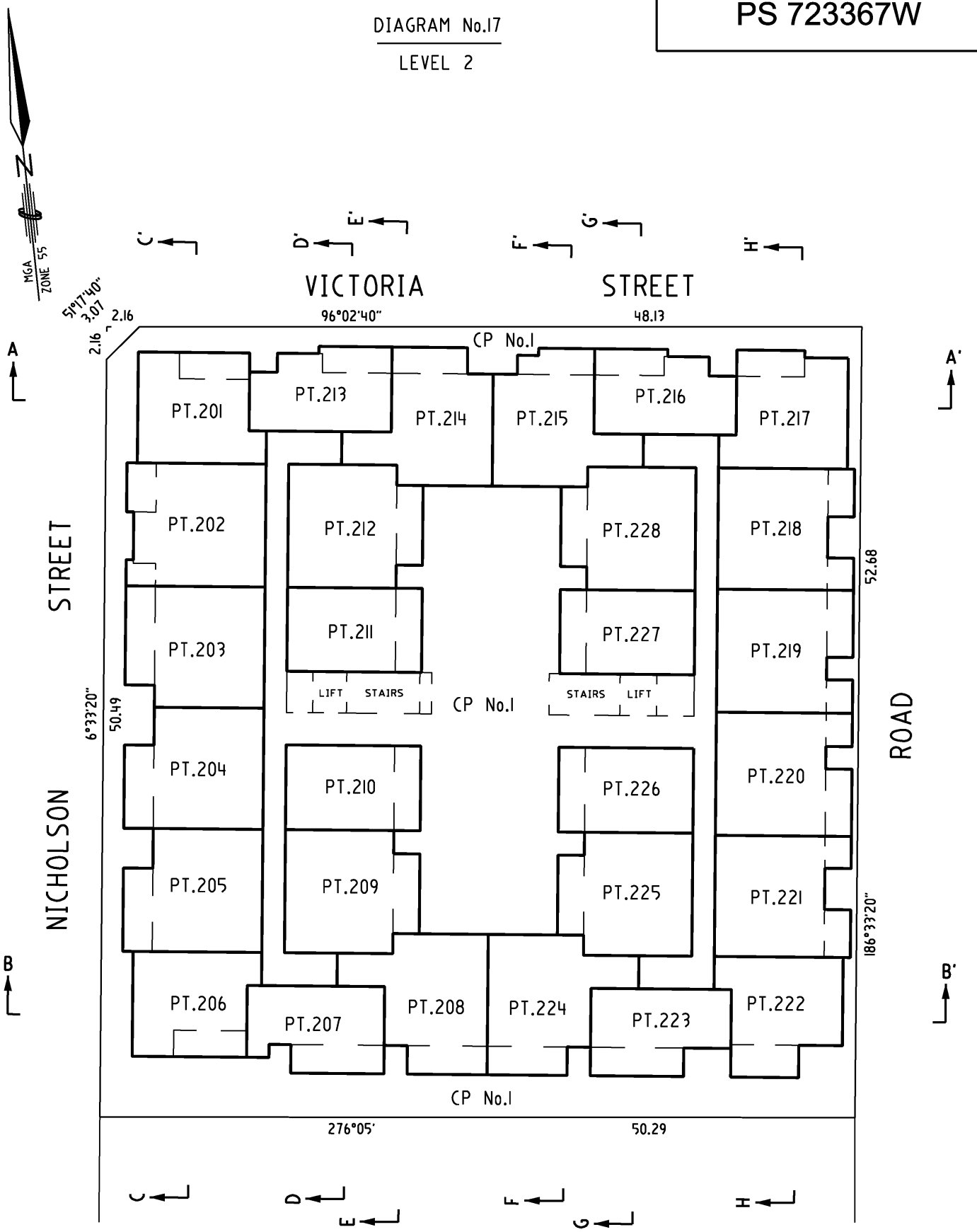
Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 18 of 30

PS 723367W

DIAGRAM No.17

LEVEL 2



MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au	SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 18
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M		Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M	

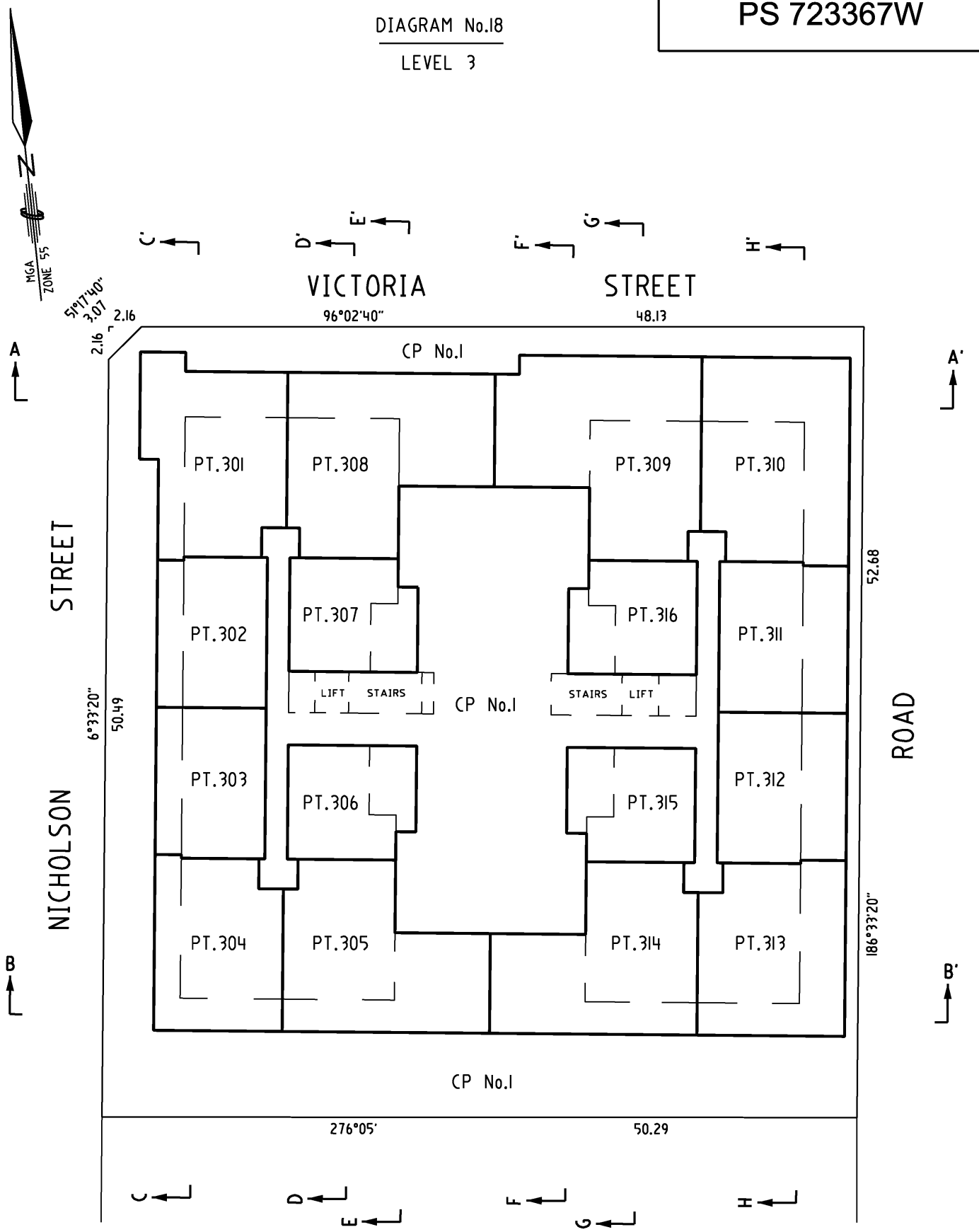
Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 19 of 30

PS 723367W

DIAGRAM No.18

LEVEL 3



MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au	SCALE 1:250	2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 19
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M		Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M	

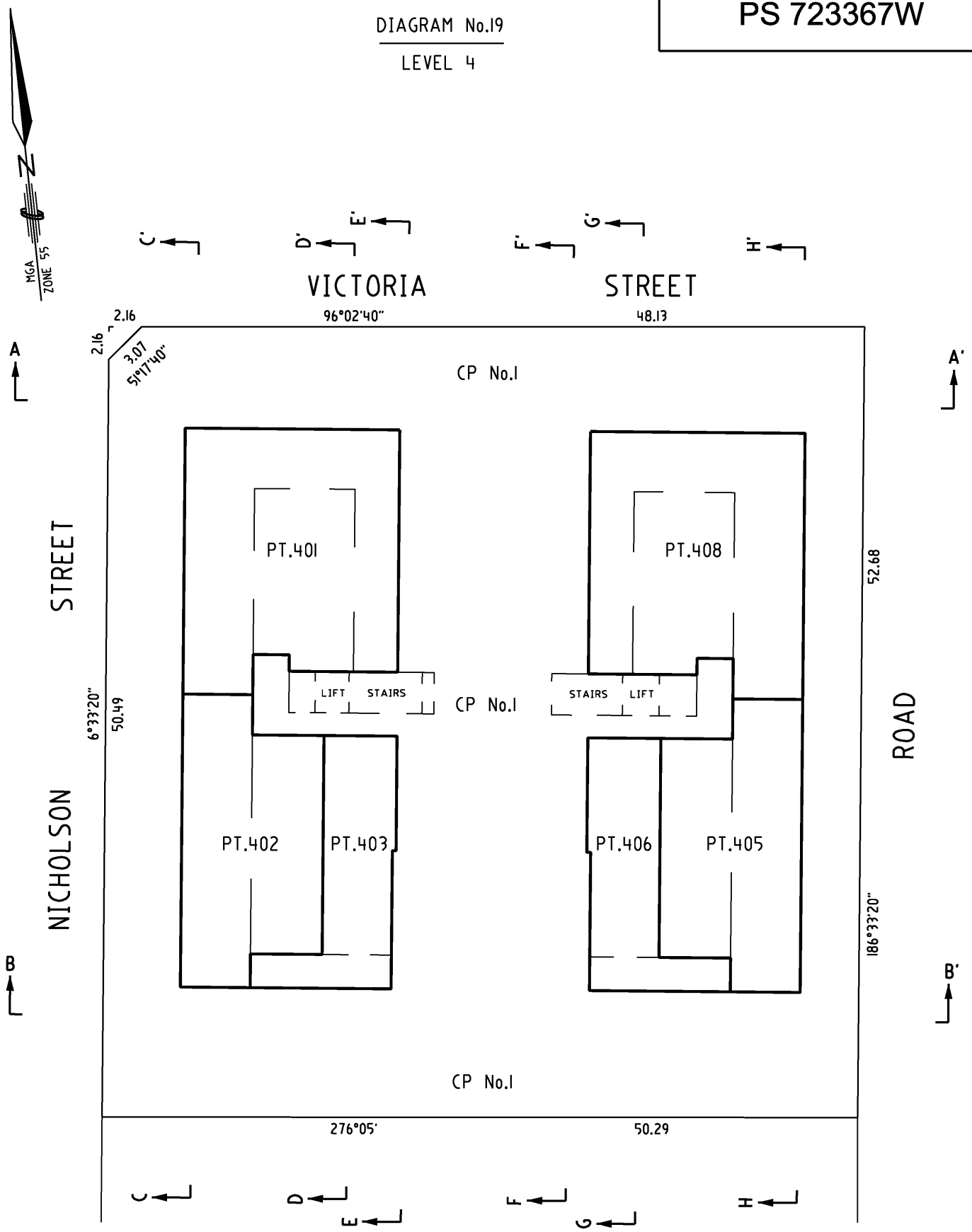
Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 20 of 30

PS 723367W

DIAGRAM No.19

LEVEL 4



MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au	SCALE 1:250 2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 20
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M	Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M	

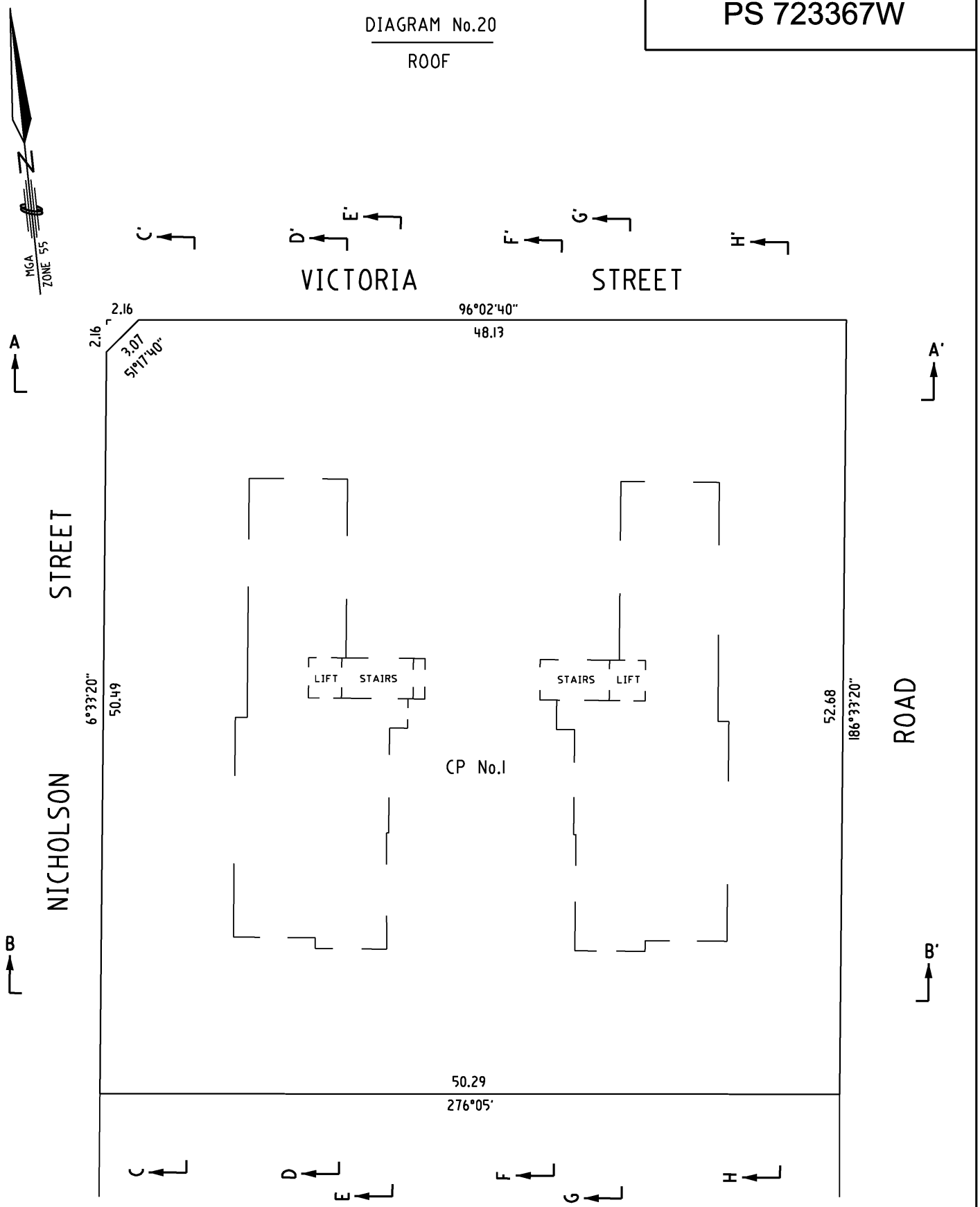
Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 21 of 30

PS 723367W

DIAGRAM No.20

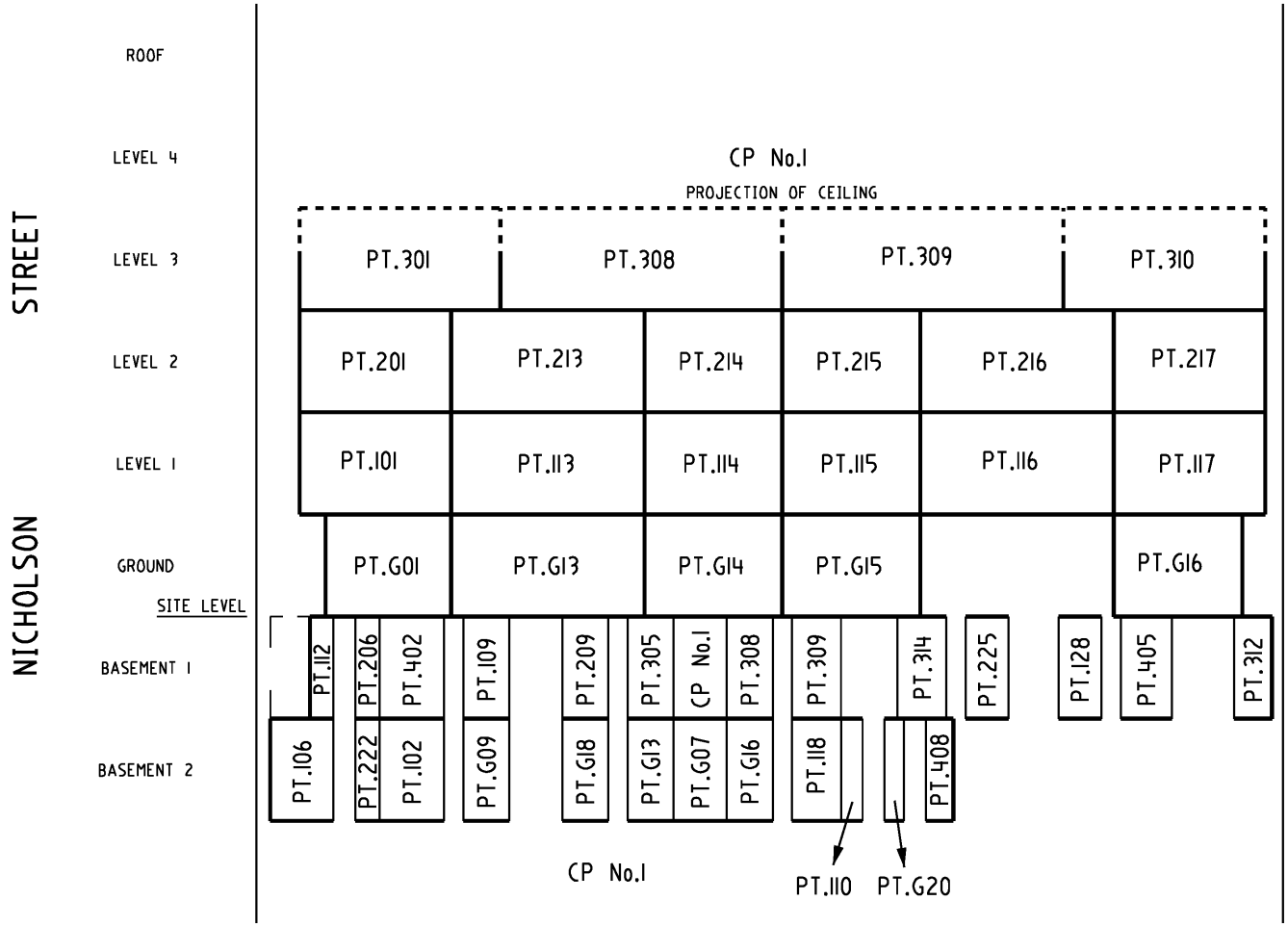
ROOF



MADIGAN SURVEYING 96 MORANG ROAD HAWTHORN 3122 PH. 9819 9599 FAX 9818 2322 EMAIL surveyors@madigan.com.au	SCALE 1:250 2.5 0 2.5 5 7.5 10 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 21
	Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M	Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M	

Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

PS 723367W



SECTION A-A'

(DIAGRAMS 1 TO 3, 6 TO 10, 13, 14 & 16 TO 20)

BASEMENT LEVELS 1 & 2 - TYPICAL FOR ALL LOTS

MADIGAN SURVEYING

96 MORANG ROAD
HAWTHORN 3122

PH. 9819 9599
FAX 9818 2322

EMAIL
surveyors@madigan.com.au

SCALE		ORIGINAL SHEET SIZE: A3	SHEET 22
N.T.S.	0 LENGTHS ARE IN METRES		

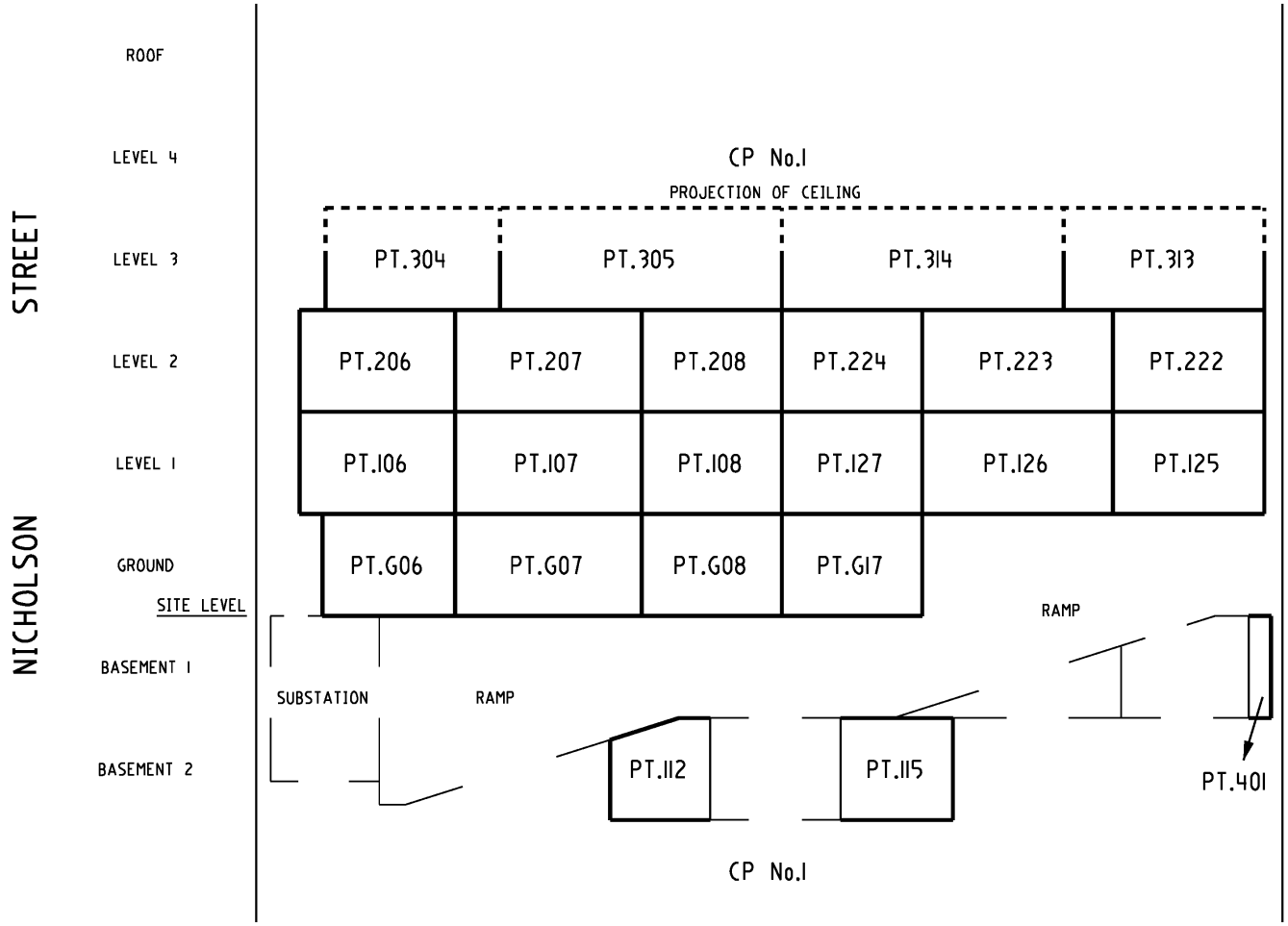
Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M

Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M

Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 22 of 30

PS 723367W



SECTION B-B'

(DIAGRAMS 1, 2, 5, 8 & 15 TO 20)

MADIGAN SURVEYING

96 MORANG ROAD
HAWTHORN 3122

PH. 9819 9599
FAX 9818 2322

EMAIL
surveyors@madigan.com.au

SCALE	0	ORIGINAL SHEET SIZE: A3	SHEET 23
N.T.S.	LENGTHS ARE IN METRES		

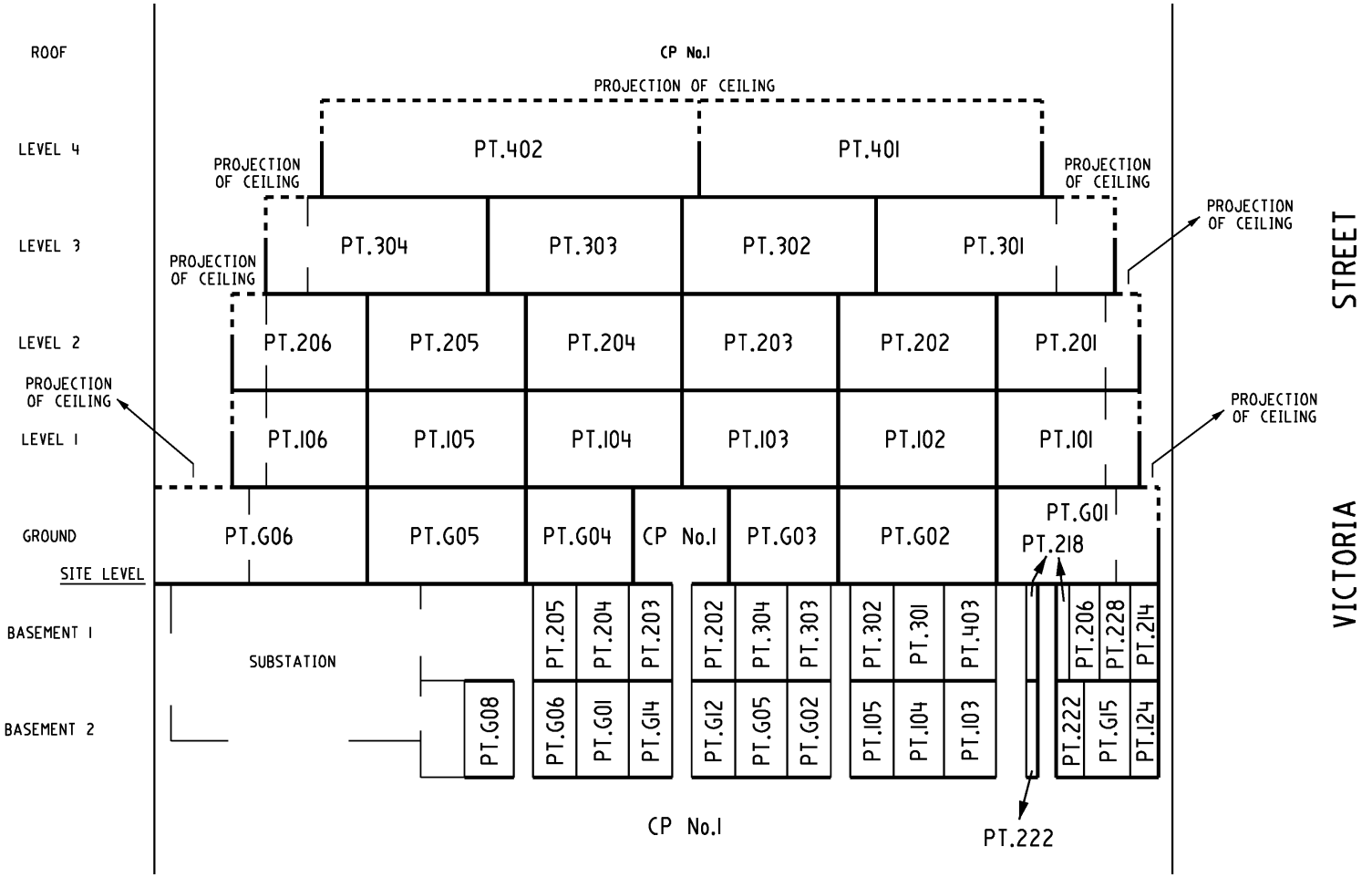
Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M

Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M

Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 23 of 30

PS 723367W



SECTION C-C'

(DIAGRAMS 1 TO 4, 6, 8, 9, 11, 13 & 16 TO 20)

MADIGAN SURVEYING
96 MORANG ROAD
HAWTHORN 3122
PH. 9819 9599
FAX 9818 2322
EMAIL
surveyors@madigan.com.au

SCALE		ORIGINAL SHEET SIZE: A3	SHEET 24
N.T.S.	0 LENGTHS ARE IN METRES		

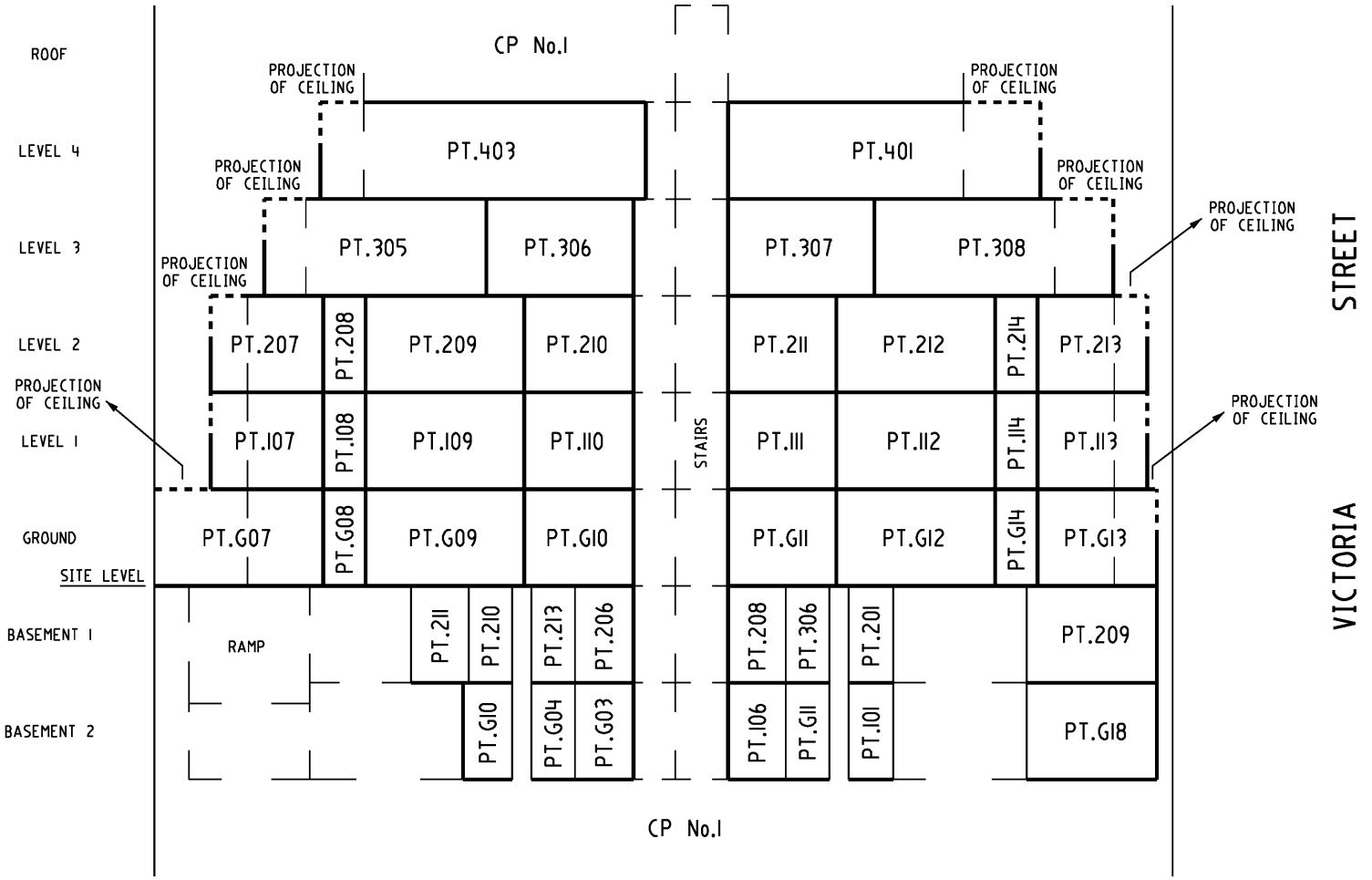
Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M

Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M

Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 24 of 30

PS 723367W



SECTION D-D'

(DIAGRAMS 1 TO 5, 8, 9, 11 & 16 TO 20)

MADIGAN SURVEYING
96 MORANG ROAD
HAWTHORN 3122
PH. 9819 9599
FAX 9818 2322
EMAIL
surveyors@madigan.com.au

SCALE		ORIGINAL SHEET SIZE: A3	SHEET 25
N.T.S.	0 LENGTHS ARE IN METRES		

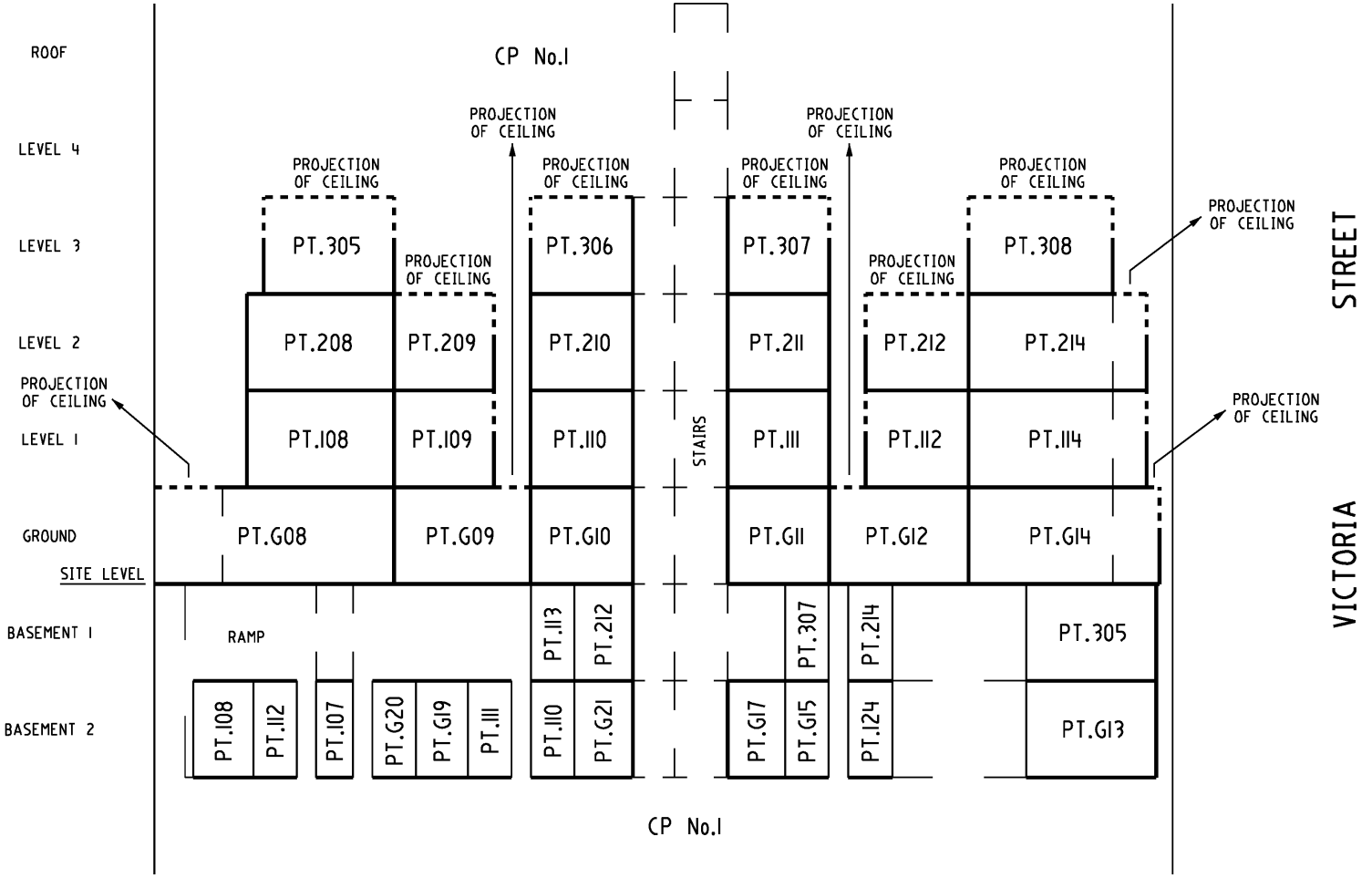
Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M

Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M

Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 25 of 30

PS 723367W



SECTION E-E'

(DIAGRAMS 1 TO 5, 8, 9, 11 & 16 TO 20)

MADIGAN SURVEYING

96 MORANG ROAD
HAWTHORN 3122

PH. 9819 9599
FAX 9818 2322

EMAIL
surveyors@madigan.com.au

SCALE	0	ORIGINAL SHEET SIZE: A3	SHEET 26
N.T.S.	LENGTHS ARE IN METRES		

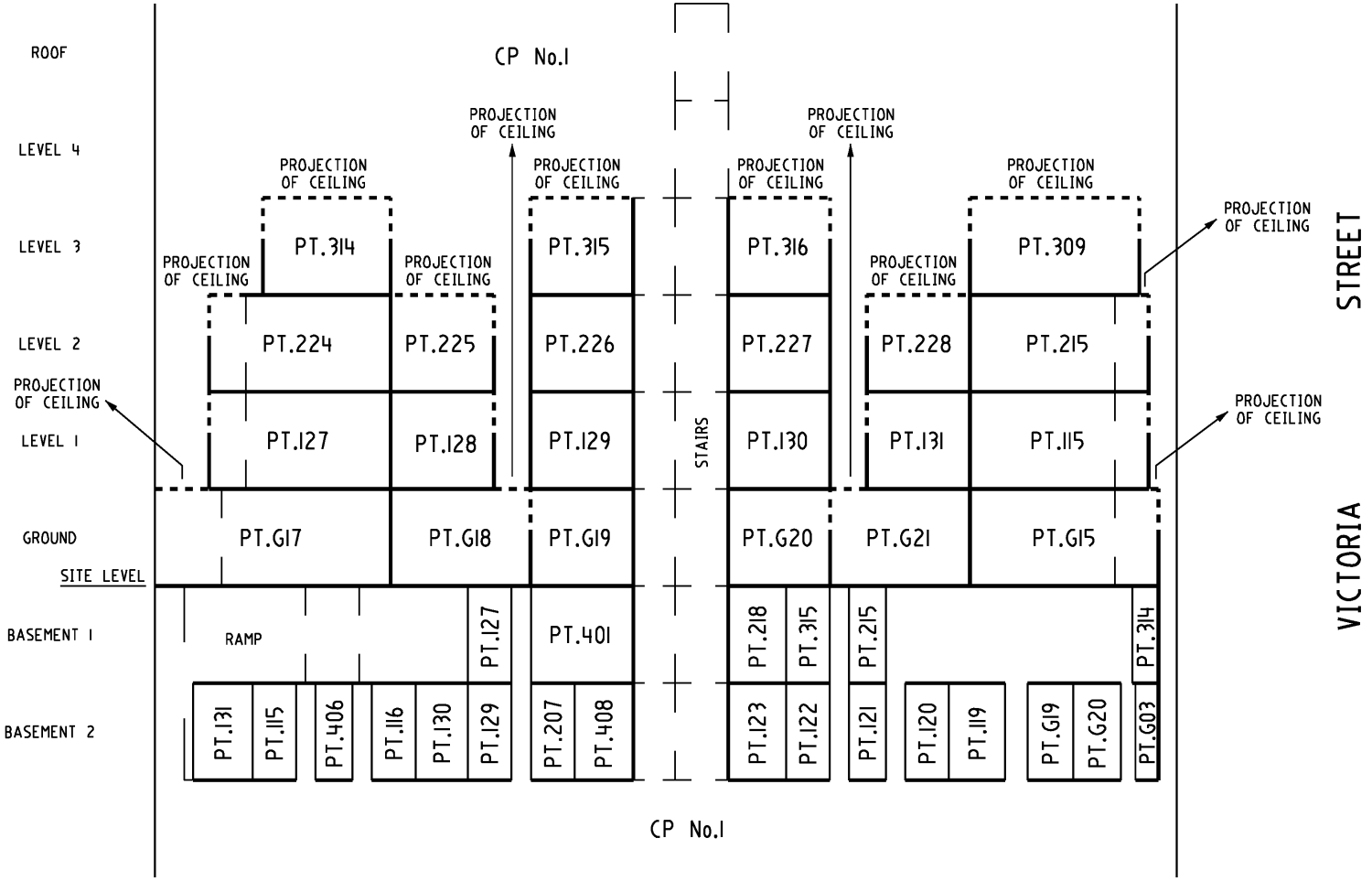
Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M

Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M

Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 26 of 30

PS 723367W



SECTION F-F'

(DIAGRAMS 1 TO 5, 7, 8, 10, 12 & 16 TO 20)

MADIGAN SURVEYING
96 MORANG ROAD
HAWTHORN 3122
PH. 9819 9599
FAX 9818 2322
EMAIL
surveyors@madigan.com.au

SCALE		ORIGINAL SHEET SIZE: A3	SHEET 27
N.T.S.	0 LENGTHS ARE IN METRES		

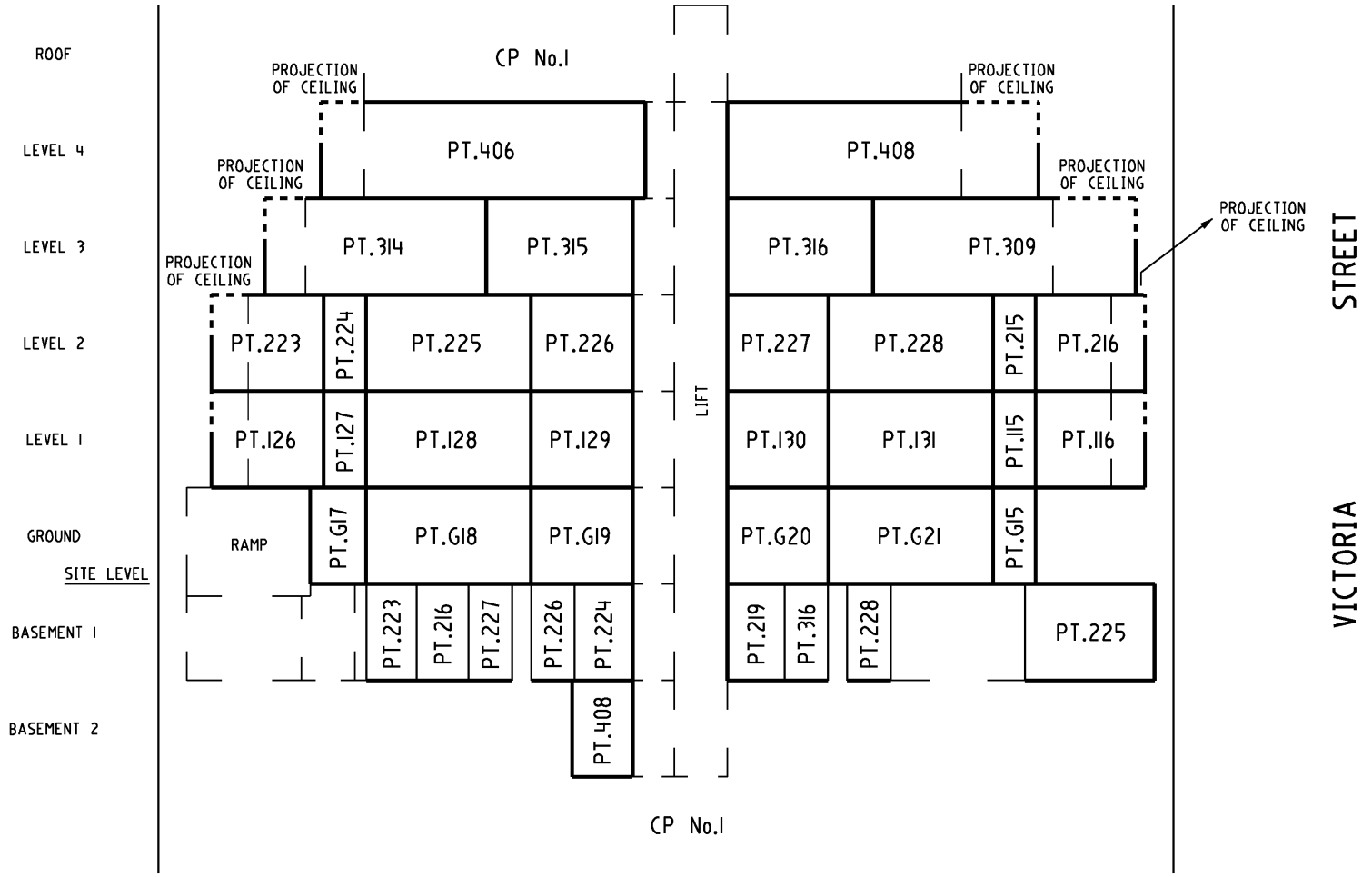
Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M

Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M

Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 27 of 30

PS 723367W



SECTION G-G'

(DIAGRAMS 1, 2, 5, 7, 8, 10, 12 & 16 TO 20)

MADIGAN SURVEYING
96 MORANG ROAD
HAWTHORN 3122
PH. 9819 9599
FAX 9818 2322
EMAIL
surveyors@madigan.com.au

SCALE		ORIGINAL SHEET SIZE: A3	SHEET 28
N.T.S.	0 LENGTHS ARE IN METRES		

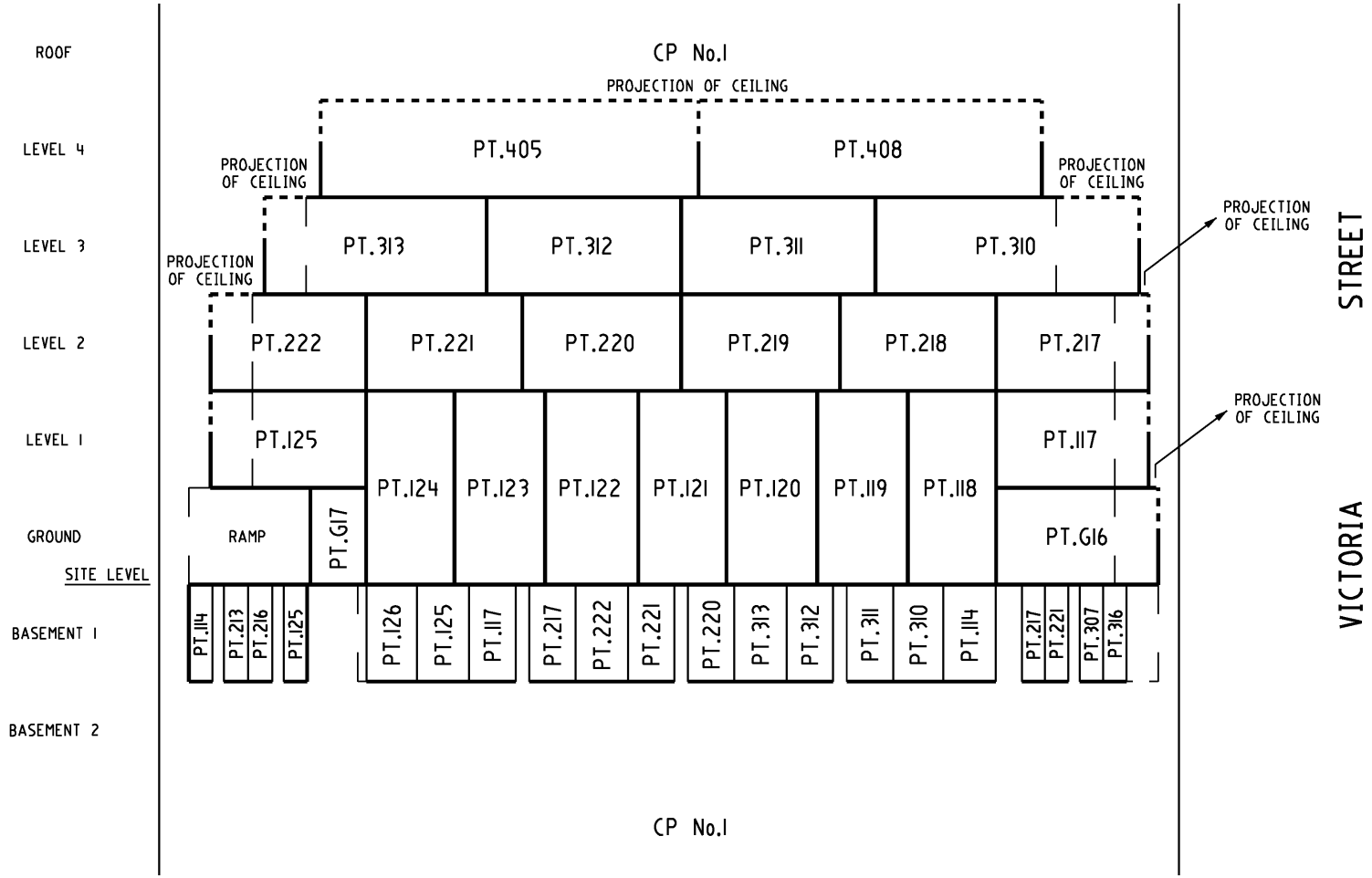
Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M

Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M

Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 28 of 30

PS 723367W



SECTION H-H'

(DIAGRAMS 1, 2, 8, 10, 12 & 14 TO 20)

MADIGAN SURVEYING
96 MORANG ROAD
HAWTHORN 3122
PH. 9819 9599
FAX 9818 2322
EMAIL
surveyors@madigan.com.au

SCALE		ORIGINAL SHEET SIZE: A3	SHEET 29
N.T.S.	0 LENGTHS ARE IN METRES		

Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M

Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M

Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 29 of 30

OWNERS CORPORATION SCHEDULE

PS723367W

Owners Corporation No. 1 — Plan No. PS723367W

Land affected by Owners Corporation: ALL OF THE LOTS IN THE TABLE BELOW

Common Property No.: 1

Limitations of Owners Corporation: Unlimited

Notations

NIL

Totals		
	Entitlement	Liability
This schedule	5848	5848
Balance of existing OC	0	0
Overall Total	5848	5848

Lot Entitlement and Lot Liability

Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability	Lot	Entitlement	Liability
G01	42	42	130	44	44	406	72	72			
G02	65	65	131	62	62	408	82	82			
G03	45	45	201	51	51						
G04	45	45	202	68	68						
G05	62	62	203	62	62						
G06	42	42	204	62	62						
G07	40	40	205	62	62						
G08	55	55	206	48	48						
G09	62	62	207	42	42						
G10	45	45	208	55	55						
G11	45	45	209	62	62						
G12	61	61	210	45	45						
G13	43	43	211	44	44						
G14	58	58	212	62	62						
G15	58	58	213	44	44						
G16	42	42	214	58	58						
G17	66	66	215	58	58						
G18	62	62	216	44	44						
G19	45	45	217	53	53						
G20	45	45	218	62	62						
G21	61	61	219	62	62						
101	51	51	220	62	62						
102	68	68	221	62	62						
103	62	62	222	48	48						
104	62	62	223	42	42						
105	62	62	224	55	55						
106	48	48	225	62	62						
107	42	42	226	45	45						
108	55	55	227	44	44						
109	62	62	228	62	62						
110	45	45	301	63	63						
111	44	44	302	60	60						
112	62	62	303	60	60						
113	44	44	304	63	63						
114	58	58	305	70	70						
115	58	58	306	51	51						
116	44	44	307	51	51						
117	53	53	308	70	70						
118	75	75	309	70	70						
119	75	75	310	63	63						
120	75	75	311	60	60						
121	75	75	312	60	60						
122	75	75	313	63	63						
123	75	75	314	70	70						
124	75	75	315	51	51						
125	48	48	316	51	51						
126	42	42	401	82	82						
127	55	55	402	73	73						
128	62	62	403	72	72						
129	45	45	405	73	73						

Madigan Surveying Pty Ltd
96 Morang Road Hawthorn VIC 3122

SURVEYORS FILE REFERENCE: 7284 PS V04

SHEET 1 of 1

ORIGINAL SHEET SIZE: A3

Digitally signed by: Timothy John Baird, Licensed Surveyor, Surveyor's Plan Version (05), 22/05/2019, SPEAR Ref: S116180M

Digitally signed by: Moreland City Council, 22/05/2019, SPEAR Ref: S116180M

Amended by: Timothy John Baird, Licensed Surveyor 04/06/2019.

Imaged Document Cover Sheet

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

Document Type	**Instrument**
Document Identification	**D873707**
Number of Pages (excluding this cover sheet)	**2**
Document Assembled	**28/02/2026 11:48**

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

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

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 1 of 2

No 2-33 ~~FEE~~ D873707 D873707

T.P.69/1728

REGD

******0.00 A RT T 02-33 14571 OCT29-70

Town and Country Planning Act 1961

Statement of Compensation Paid Pursuant to Section 41 of the Act

MELBOURNE AND METROPOLITAN BOARD OF WORKS of 110 Spencer Street Melbourne HEREBY STATES that pursuant to Section 41 of the Town and Country Planning Act 1961 it has paid compensation particulars of which are appended hereto.

Land	All that piece of land being Lot 2 on Lodged Plan 15236 part of Crown Portion 105 Parish of Jika Jika County of Bourke and being the land more particularly described in Certificate of Title Volume 6342 Folio 340 and known as No. 48 Victoria Street, Brunswick
Name, Address & Occupation of person to whom compensation was paid	Julia Constance Stewart of 79 Pine Street, Reservoir as Executrix of the will of Ettie Violet Coombes deceased
Amount of Compensation Paid	$2,000
Date of Payment	22nd October, 1970
Nature of Interest of Recipient of Compensation	Vendor

DATED the 26TH day of OCTOBER 1970.

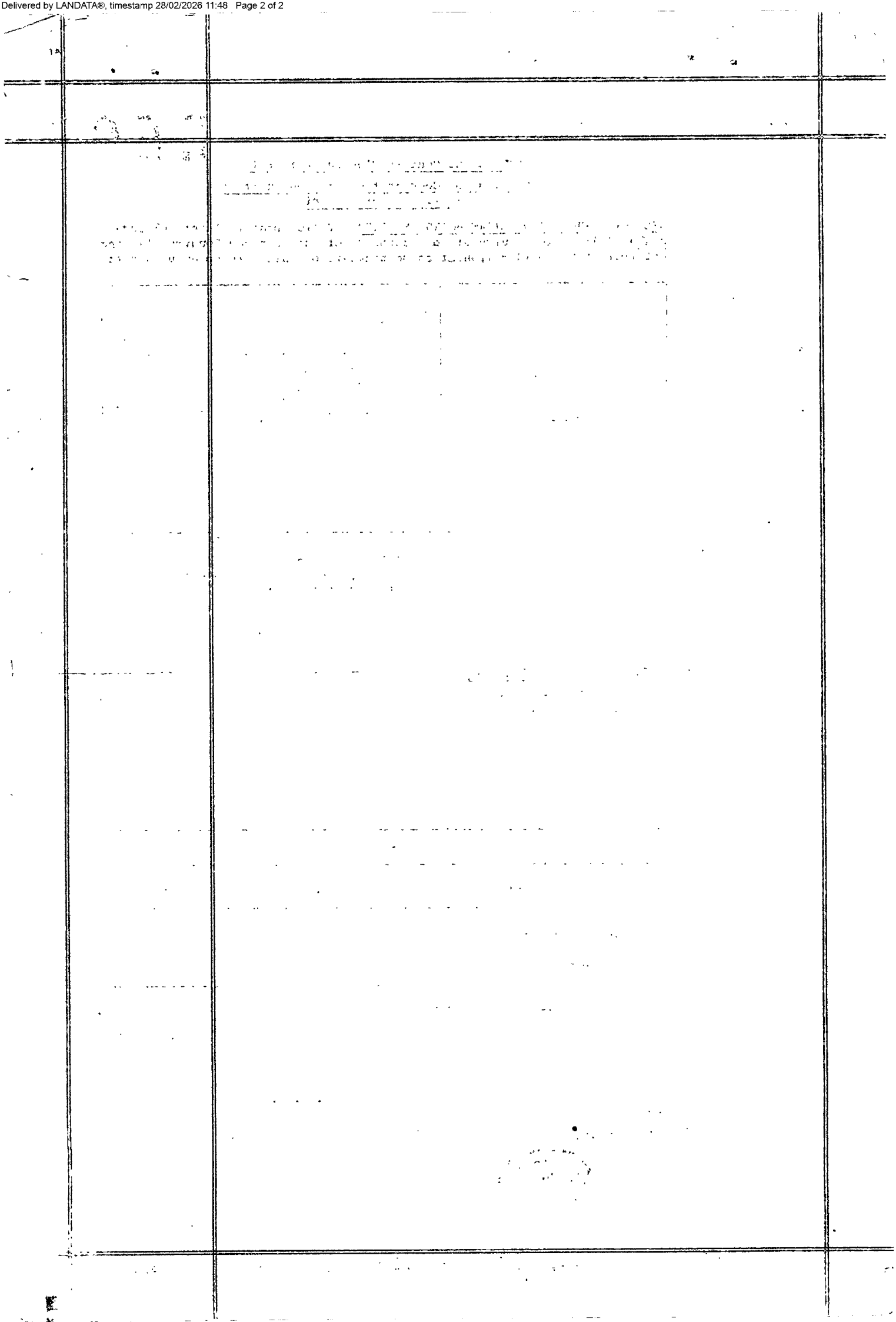
(W. C. S. ELLIS)
Secretary
Melbourne and Metropolitan Board of Works

A memorandum of the within instrument has been entered in the Register Book.

OFFICE OF TITLES H.I.N. VICTORIA

DD873707-1-1

Delivered by LANDATA®, timestamp 28/02/2026 11:48 Page 2 of 2



Department of Transport and Planning

Owners Corporation Search Report

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

Produced: 28/02/2026 11:48:30 AM

OWNERS CORPORATION 1
PLAN NO. PS723367W

The land in PS723367W is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 101 - 131, 201 - 228, 301 - 316, 401 - 403, 405, 406, 408, G01, G10, G11, G12, G13, G14, G15, G16, G17, G18, G19, G02, G20, G21, G03, G04, G05, G06, G07, G08, G09.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
MELBOURNE OWNERS CORPORATION SERVICES UNIT G07 12 CATO STREET HAWTHORN EAST VIC 3123

OC043888F 05/06/2019

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
1. OC043889D 05/06/2019

Additional Owners Corporation Information:
OC043888F 05/06/2019

Notations:
NIL

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 101	51	51
Lot 102	68	68
Lot 103	62	62
Lot 104	62	62
Lot 105	62	62

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 28/02/2026 11:48:30 AM

OWNERS CORPORATION 1
PLAN NO. PS723367W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	48	48
Lot 107	42	42
Lot 108	55	55
Lot 109	62	62
Lot 110	45	45
Lot 111	44	44
Lot 112	62	62
Lot 113	44	44
Lot 114	58	58
Lot 115	58	58
Lot 116	44	44
Lot 117	53	53
Lot 118	75	75
Lot 119	75	75
Lot 120	75	75
Lot 121	75	75
Lot 122	75	75
Lot 123	75	75
Lot 124	75	75
Lot 125	48	48
Lot 126	42	42
Lot 127	55	55
Lot 128	62	62
Lot 129	45	45
Lot 130	44	44
Lot 131	62	62
Lot 201	51	51
Lot 202	68	68
Lot 203	62	62

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 28/02/2026 11:48:30 AM

OWNERS CORPORATION 1
PLAN NO. PS723367W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 204	62	62
Lot 205	62	62
Lot 206	48	48
Lot 207	42	42
Lot 208	55	55
Lot 209	62	62
Lot 210	45	45
Lot 211	44	44
Lot 212	62	62
Lot 213	44	44
Lot 214	58	58
Lot 215	58	58
Lot 216	44	44
Lot 217	53	53
Lot 218	62	62
Lot 219	62	62
Lot 220	62	62
Lot 221	62	62
Lot 222	48	48
Lot 223	42	42
Lot 224	55	55
Lot 225	62	62
Lot 226	45	45
Lot 227	44	44
Lot 228	62	62
Lot 301	63	63
Lot 302	60	60
Lot 303	60	60
Lot 304	63	63

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 28/02/2026 11:48:30 AM

OWNERS CORPORATION 1
PLAN NO. PS723367W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 305	70	70
Lot 306	51	51
Lot 307	51	51
Lot 308	70	70
Lot 309	70	70
Lot 310	63	63
Lot 311	60	60
Lot 312	60	60
Lot 313	63	63
Lot 314	70	70
Lot 315	51	51
Lot 316	51	51
Lot 401	82	82
Lot 402	73	73
Lot 403	72	72
Lot 405	73	73
Lot 406	72	72
Lot 408	82	82
Lot G01	42	42
Lot G10	45	45
Lot G11	45	45
Lot G12	61	61
Lot G13	43	43
Lot G14	58	58
Lot G15	58	58
Lot G16	42	42
Lot G17	66	66
Lot G18	62	62
Lot G19	45	45

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 28/02/2026 11:48:30 AM

OWNERS CORPORATION 1
PLAN NO. PS723367W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G02	65	65
Lot G20	45	45
Lot G21	61	61
Lot G03	45	45
Lot G04	45	45
Lot G05	62	62
Lot G06	42	42
Lot G07	40	40
Lot G08	55	55
Lot G09	62	62
Total	**5848.00**	**5848.00**

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)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Merri-bek City Council

Merri-bek City Council
Locked Bag 10 Brunswick VIC 3056

Civic Centre 90 Bell Street
Coburg Victoria Australia
Telephone (03) 9240 1111
Facsimile (03) 9240 1212

TTY 133 677
Website www.merri-bek.vic.gov.au
Email info@merri-bek.vic.gov.au
ABN 46 202 010 737

TAX INVOICE

VALUATION AND RATE NOTICE

For the period 1 July 2025 to 30 June 2026

ASSESSMENT NUMBER
1925473

DATE OF ISSUE
22/07/2025

Lcr Property Holdings Pty Ltd
Atf Lcr Property Holdings Trust
12 Hertford Crescent
BALWYN VIC 3103

030
I000690
DLX1_1555

$386.72

payable by

30 September, 2025

Any arrears shown on this notice are payable immediately

Property Address	121/48 Victoria Street, BRUNSWICK EAST VIC 3057
Property Description	CT-12087/784 Lot 121 PS 723367
Property Owner Details	Lcr Property Holdings Pty Ltd, Atf Lcr Property Holdings Trust 12 Hertford Crescent BALWYN VIC 3103

Receive your notice via email - go to **merri-bek.enotices.com.au**
Your eNotice Reference No:
E6A1DE811S

Level of Valuation Date	Site Value	Capital Improved Value	Net Annual Value	AVPCC
01/01/2025	$55,000	$550,000	$27,500	120

Council Rates and Charges		
Residential Rate	0.0023883 x 550,000	$1,313.57

State Government Charges		
ESVF - Residential fixed charge		$136.00
ESVF - Residential rate in dollar	0.000173 x 550,000	$95.15

Total **$1,544.72**

Any payments received after 18 July, 2025 may not be reflected on this notice.
Should you have any enquiries regarding this rates notice, please email ratescontact@merri-bek.vic.gov.au or phone (03) 9240 1111.

Four Instalments

DUE DATE	AMOUNT
30-Sep-2025	$386.72
30-Nov-2025	$386.00
28-Feb-2026	$386.00
31-May-2026	$386.00

Ten Monthly Instalments
(Council Initiated Direct Debits Only).

DUE DATE	AMOUNT
15-Sep-2025	$158.72
15-Oct-2025	$154.00
15-Nov-2025	$154.00
15-Dec-2025	$154.00
15-Jan-2026	$154.00
15-Feb-2026	$154.00
15-Mar-2026	$154.00
15-Apr-2026	$154.00
15-May-2026	$154.00
15-Jun-2026	$154.00

See reverse for payment options.
For Council Use

Instalment One

Assessment Number

Please return this section if paying by mail.
BPAY this payment via Internet or phone banking.

Biller Code: 35105
Ref: 1925 473

POST billpay

*3523 1925473

Assessment No: 1925473

Ratepayer Name: Lcr Property Holdings Pty Ltd

Property Address: 121/48 Victoria Street, BRUNSWICK EAST VIC 3057

Amount Payable:
$386.72

Payment Due by:
30 September, 2025

Your quarterly bill

Yarra Valley Water

Enquiries	1300 304 688
Faults (24/7)	13 27 62

Account number	24 6676 5368
Invoice number	2469 3965 02982
Issue date	17 Dec 2025

Tax Invoice Yarra Valley Water ABN 93 066 902 501

Emailed to: 826710934@qq.com
BE RESIDENT HOLDINGS PTY LTD
LEVEL 1 SUITE 1/105 RUPERT ST
COLLINGWOOD VIC 3066

Amount due	Due date
$197.98	**7 Jan 2026**

Summary

UNIT 121 48 VICTORIA ST, BRUNSWICK EAST

Property Number 5145 488, PS 723367

Product/Service	**Amount**
Water Supply System Charge	$21.26
Sewerage System Charge	$122.58
Yarra Valley Water Total	**$143.84**
Other Authority Charges	
Waterways and Drainage Charge on behalf of Melbourne Water	$31.51
Parks Charge	$22.63
TOTAL (GST does not apply)	**$197.98**

No water usage has been charged on this account.

Payment summary

Last Account	$197.98
Paid/Adjusted	-$197.98
Balance	$0.00
Total this Account	+$197.98
Total Balance	**$197.98**

Yarra Valley Water

How to pay

*3042 246939650298 2

Direct debit
Sign up for Direct Debit at **yvw.com.au/directdebit** or call **1300 304 688.**

EFT
Transfer direct from your bank account to ours by Electronic Funds Transfer (EFT).
Account name:
Yarra Valley Water
BSB: **033-885**
Account number: **246673490**

BPAY®
Biller code: **344366**
Ref: **246 6765 3680**

Centrepay
Use Centrepay to arrange regular deductions from your Centrelink payments.
Visit **yvw.com.au/paying**
CRN reference: **555 054 118T**

Post Billpay®
Pay in person at any post office, by phone on **13 18 16** or at **postbillpay.com.au**
Biller code: **3042**
Ref: **2469 3965 02982**

Credit Card
Online: **yvw.com.au/paying**
Phone: **1300 362 332**

BE RESIDENT HOLDINGS PTY LTD

Account number	24 6676 5368
Invoice number	2469 3965 02982
Total due	**$197.98**
Due date	**7 Jan 2026**
Amount paid	$

Your usage detail

1kL = 1,000 litres

No water usage has been charged on this account.

Your *NAV is at a sufficiently low level to attract the current quarterly minimum parks charge of $22.63.

*NAV = Net Annual Value of your property which is capped at 1990 levels.

Your charges explained

Water supply system charge

1 October 2025 - 31 December 2025

A fixed cost for maintaining and repairing pipes and other infrastructure that store, treat and deliver water to your property.

Sewerage system charge

1 October 2025 - 31 December 2025

A fixed cost for running, maintaining, and repairing the sewerage system.

Other authority charges

Waterways and drainage charge

1 October 2025 - 31 December 2025

Collected on behalf of Melbourne Water each quarter and used to manage and improve waterways, drainage, and flood protection. For more information visit **melbournewater.com.au/wwdc**

Parks charge

1 October 2025 - 31 December 2025

Collected on behalf of Parks Victoria each quarter, and used to maintain and enhance Victoria's parks, zoos, the Royal Botanic Gardens, the Shrine of Remembrance and other community facilities. For more information visit **parks.vic.gov.au**

J162395

Financial assistance

Are you facing financial difficulty? For more time to pay, payment plans and government assistance, we can find a solution that works for you. Please call us on **1800 994 789** or visit **yvw.com.au/financialhelp.**

Contact us

Enquiries	1300 304 688
Faults and Emergencies	13 27 62 (24hr)
enquiry@yvw.com.au	
yvw.com.au	
TTY Voice Calls	133 677
Speak and Listen	1300 555 727

For language assistance

العربية	1300 914 361
廣東話	1300 921 362
Ελληνικά	1300 931 364
普通话	1300 927 363

For all other languages call our translation service on **03 9046 4173**

Next meter reading:

Between 23-30 Mar 2026

17th December 2025
Our Ref: POS723367W

Civium Holdings (VIC) Pty Ltd

Strata | Melbourne

ABN: 35 135 248 047

39/574 Plummer Street, Port Melbourne VIC 3207
PO Box 715, Port Melbourne VIC 3207

p | 1300 724 256

civium.com.au

LCR Property Holdings Pty Ltd Trustee of a trust
12 Hertford Crescent

BALWYN VIC 3103

RE: POS723367W - VICTORY APARTMENTS
98 Nicholson Street, BRUNSWICK EAST VIC 3057

RE: LEVY INCREASE & LEVY DECREASE SPLIT OVER REMAINING QUARTERS

Dear LCR Property Holdings Pty Ltd Trustee of a trust,

We write to you on behalf of your Owners Corporation POS723367W regarding an adjustment levy that has been raised as er the minutes from your recent Annual General Meeting.

At your recent Annual General Meeting it was resolved later that a budget of $224,490 (inc GST) your administration funds & $82,500 (inc GST) for your maintenance fund to be adopted for the 01/07/2025 – 30/06/2026 financial year to cover all costs to the Owners Corporation over the next year.

The levies for the 1st two quarter were raised based upon the previous year's budget.

This means that there will be a shortfall between money raised and collected to date and the budget because the budget for the year prior was lower than what was resolved at your recent Annual General Meeting. To ensure that the money raised meets the budget the adjustment will be evenly spread over the remaining 2 quarters.

If you’re experiencing any financial pressures, please contact our levy team on 03 9676 9555 and set up a payment plan for this levy.

If you have any questions or concerns, please email me on VictoryApartments@civium.com.au

Yours sincerely

Vanessa Pischedda | Owners Corporation Manager
For and On Behalf of Owners Corporation POS723367W

civium

Civium Strata
ABN: 39 121 276 300
Locked Bag 8300
CANBERRA ACT 2601
Ph: 1300 724 256
levies@civium.com.au
Principal: Doug O'Mara

LCR Property Holdings Pty Ltd Trustee of a trust
12 Hertford Crescent
BALWYN VIC 3103

Tax Invoice
ABN 86283450580
Date of Notice 17/12/2025

OWNERS CORPORATION FEE NOTICE

Owners Corporations Act 2006 Section 31 Owners Corporation Regulations 2007 and Owners Corporation Rules

RE: Lot 121, 121/98 Nicholson Street BRUNSWICK EAST VIC 3057

Notice is hereby given by the Owners Corporation Plan of Subdivision POS723367W pursuant to Section 31 of The Owners Corporations Act 2006, that the following fees, extraordinary fees, charges or other contributions are due and payable within 28 days of the date of this Notice or by the later due date specified below.

Details	Paid	Admin	Maintenance	Int/Disc	Due Date	Total
Standard Fee Contribution Schedule (01/01/26 - 31/03/26) ^	$0.00	$791.61	$265.29	$0.00	15/01/2026	$1,056.90
^ Current period levies in this Tax Invoice total $1,056.90. GST included is $96.08.				Total if Paid by Due Date $1,056.90		

Interest will accrue daily on overdue fees and charges by 10.00% until paid
The amount of interest has been calculated in accordance with the current rate under the Penalty Interest Rates Act 1983 (VIC).
This rate is subject to change.
Please detach and return the portion below with your payment if sending a cheque
Please note new addition to the levy notice, 'PAID' column, please always refer to 'Total' for correct amount outstanding.

MACQUARIE BANK

DEFT PAYMENT SYSTEMS

Ways to pay

CARD OR DIRECT DEBIT

DEFT Reference Number
28294991662701539695

Visit **deft.com.au** to pay by card or direct debit.
Payments may attract a surcharge.

BPAY

Biller Code: 96503
Ref: 28294991662701539695

Mobile & Internet Banking - BPAY
Make this payment from your preferred bank account.

POST BILLPAY

*496 282949916 62701539695

Pay in-store at Australia Post by eftpos or cheque.
Cheques payable to Owners Corporation 723367W

BPAY® Registered to BPAY Pty Ltd ABN 69 079 137 518.

Important information on fees and charges

Enquiries
If you have enquiries on the fees listed in this Notice, please contact the owners corporation on the telephone number or at the address listed on the first page of this form.

Payment Plans and Financial Hardship

If you are experiencing financial hardship and struggling to pay your owners corporation levies and fees on time contact your owners corporation and owners corporation manager as soon as possible. Ask them to have a payment plan put in place. The National Debt Helpline - Debt Problems - Strata Levies (www.ndh.org/debt-problems/strata-levies) page has a step-by-step guide on how to do this. Owners corporations are called strata in some other states. It also has information about other payment options, what to do if you can't come to an agreement, and what to do if legal action is being threatened or has commenced against you.
If you're feeling overwhelmed and need help to deal with financial issues you can get free, independent and confidential advice from a community cased financial counsellor. To speak to a financial counsellor, call the National Debt Helpline on 1800 007 007 or visit the National Debt Helpline's find a financial counsellor page (www.ndh.org.au/financial-counselling/find-a-financial-counsellor) to find a financial counsellor near you.

Disputes
The Owners Corporation Act 2006 (the Act), Owners Corporation Regulations (the Regulations) and the Owners Corporation Rules (the Rules) provide a number of options in dealing with disputes regarding Owners Corporations, Managers, Lot Owners and Occupiers: These are:

- The Owners Corporation Internal Dispute Resolution Process
- Conciliation through Consumer Affairs Victoria
- Applications to the Victorian Civil and Administrative Tribunal (VCAT)

Internal Dispute Resolution process
If you believe the manager, a lot owner or occupier has breached their obligations under the Rules, Act, or Regulations, you can try to resolve the problem through the Owners Corporation Internal Dispute Resolution process.
The internal dispute resolution process is set out in the Rules. Unless the Rules state differently, the following summary applies:

- You can lodge a complaint by completing a ‘Complaint to Owners Corporation’ form (available from the Owners Corporation).
- A meeting will be held to discuss the matter with all persons involved in the dispute and representatives of the Owners Corporation. The meeting must be held within 14 days of all persons being notified of the dispute.
- Persons involved in the dispute will be notified of decisions by the Owners Corporation.
- If you are not satisfied with the outcome you can contact Consumer Affairs Victoria or VCAT (see below).

Conciliation through Consumer Affairs Victoria
At any time you can lodge a complaint with Consumers Affairs Victoria. There may be times when Consumer Affairs Victoria will advise you to use the internal dispute resolution process if you have not already done so. For more information on complaints or general enquiries call 1300 55 81 81 or go to www.consumer.vic.gov.au

Applications to the Victorian Civil and Administrative Tribunal (VCAT)
For all disputes that affect the Owners Corporation you can apply directly to the Victorian Civil and Administrative Tribunal (VCAT) to hear your case and make an order. For more information on VCAT applications call
1800 133 055 or go to www.vcat.vic.gov.au

Statement of lands for period 1 January 2025 to 31 December 2025

Assessment number: 83373484
Level of value date: 1 January 2024

Lands owned as at midnight 31 December 2024 — Where a property was sold after 31 December, the vendor (seller) is still liable for the land tax.

Item	Address/Municipality	Land ID/References	Single holding tax†	Proportional tax††	Taxable value
1			N/A	$299.26 TS	$42,000
2	UNIT 121, 48 VICTORIA ST, BRUNSWICK EAST, 3057 MERRI-BEK	046272566 121 S723367	$500.00	$409.70 TS	$57,500

7058371K0

PROPERTY REPORT

Energy, Environment and Climate Action

Created at 28 February 2026 11:46 AM

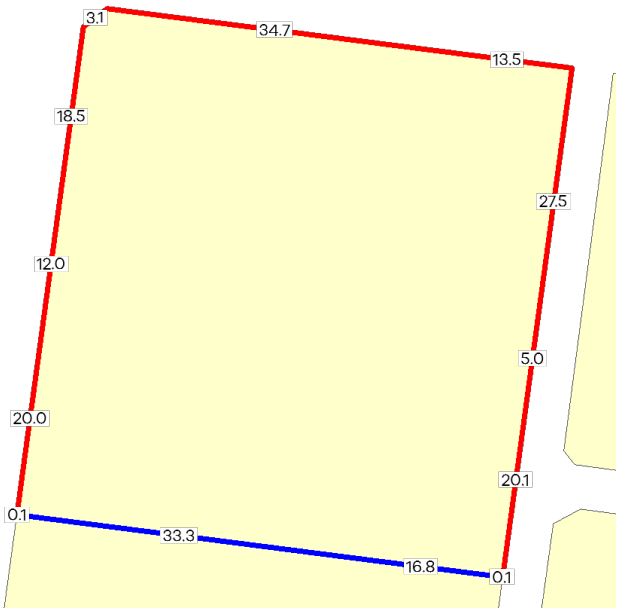
PROPERTY DETAILS

Address:	**121/48 VICTORIA STREET BRUNSWICK EAST 3057**
Lot and Plan Number:	**Lot 121 PS723367**
Standard Parcel Identifier (SPI):	**121\PS723367**
Local Government Area (Council):	**MERRI-BEK** www.merri-bek.vic.gov.au
Council Property Number:	**1000046910**
Directory Reference:	**Melway 30 A8**

Note: There are 103 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 2646 sq. m
Perimeter: 205 m
For this property:
Site boundaries
Road frontages

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

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

For more accurate dimensions get copy of plan at
Title and Property Certificates

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**BRUNSWICK**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

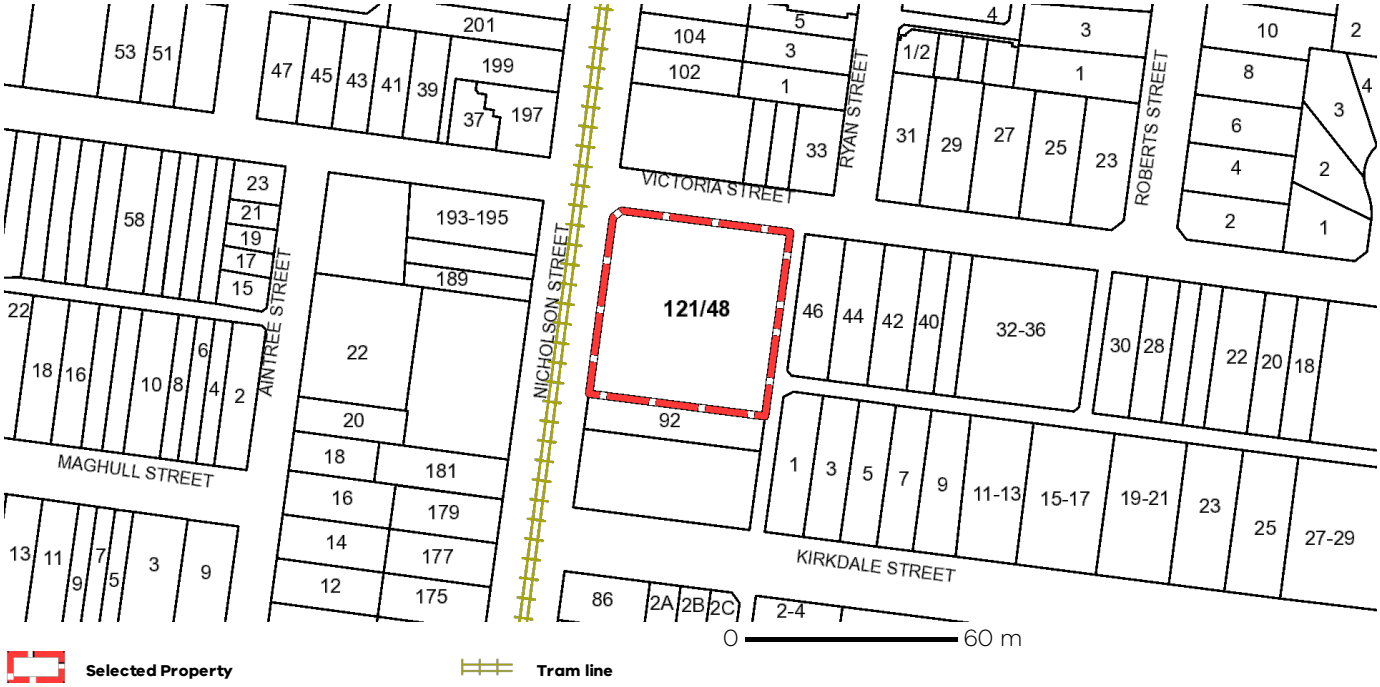
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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

PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



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

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 28 February 2026 11:46 AM

PROPERTY DETAILS

Address:	**121/48 VICTORIA STREET BRUNSWICK EAST 3057**
Lot and Plan Number:	**Lot 121 PS723367**
Standard Parcel Identifier (SPI):	**121\PS723367**
Local Government Area (Council):	**MERRI-BEK** www.merri-bek.vic.gov.au
Council Property Number:	**1000046910**
Planning Scheme:	**Merri-bek** Planning Scheme - Merri-bek
Directory Reference:	**Melway 30 A8**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**NORTHERN METROPOLITAN**
Legislative Assembly:	**BRUNSWICK**

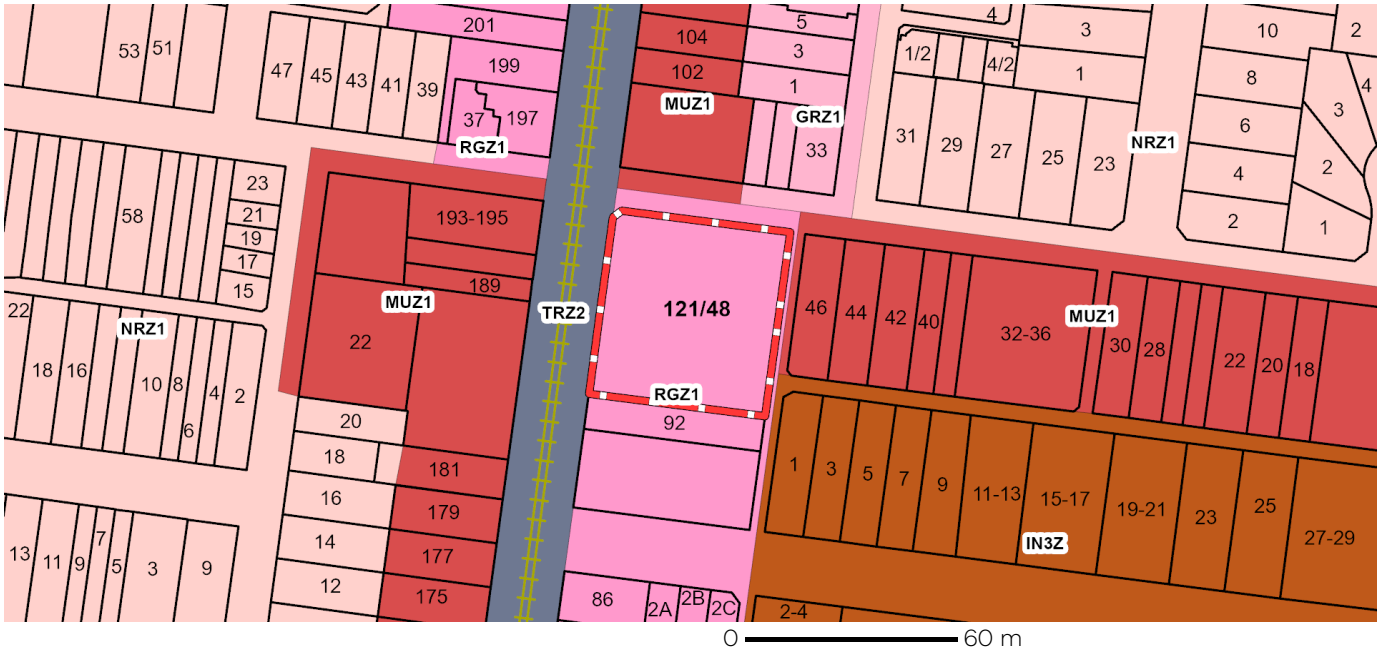
OTHER

Registered Aboriginal Party:	**Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria**

View location in VicPlan

Planning Zones

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



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

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

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

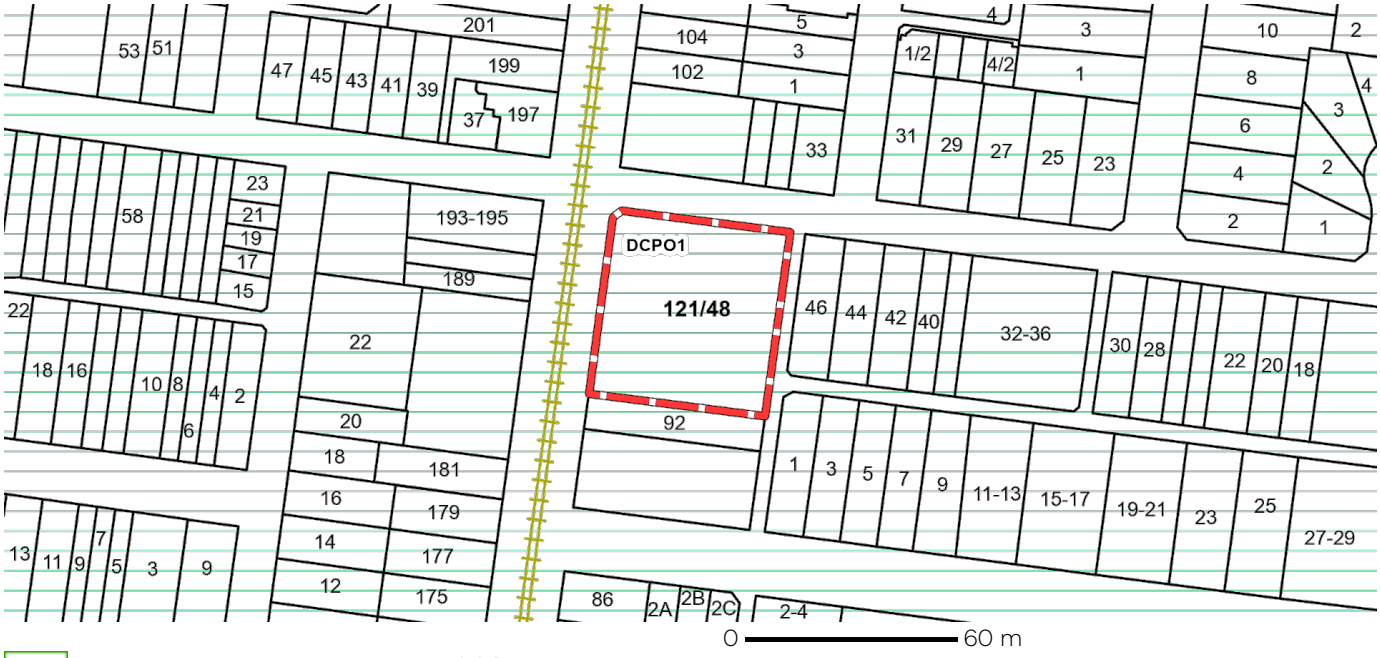
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



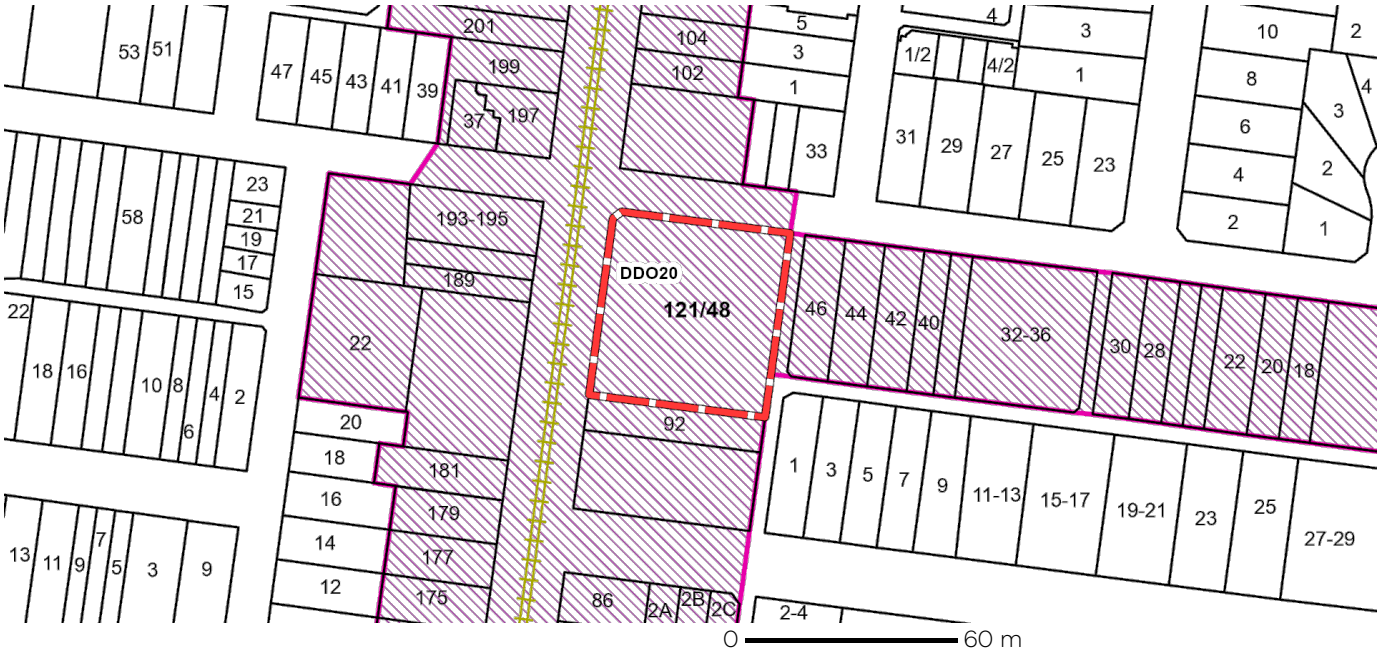
DCPO - Development Contributions Plan Overlay

Tram line

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 20 (DDO20)



DDO - Design and Development Overlay

Tram line

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

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

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

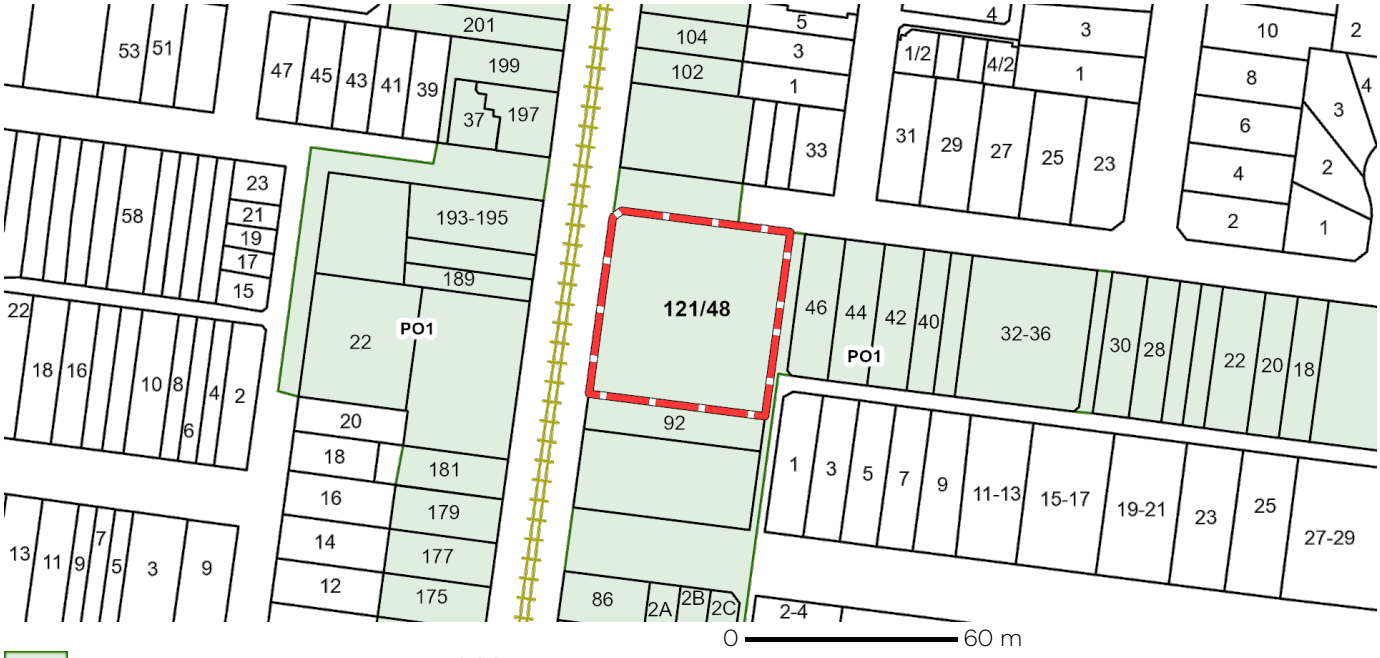
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

PARKING OVERLAY (PO)

PARKING OVERLAY - PRECINCT 1 SCHEDULE (PO1)



PO - Parking Overlay

Tram line

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

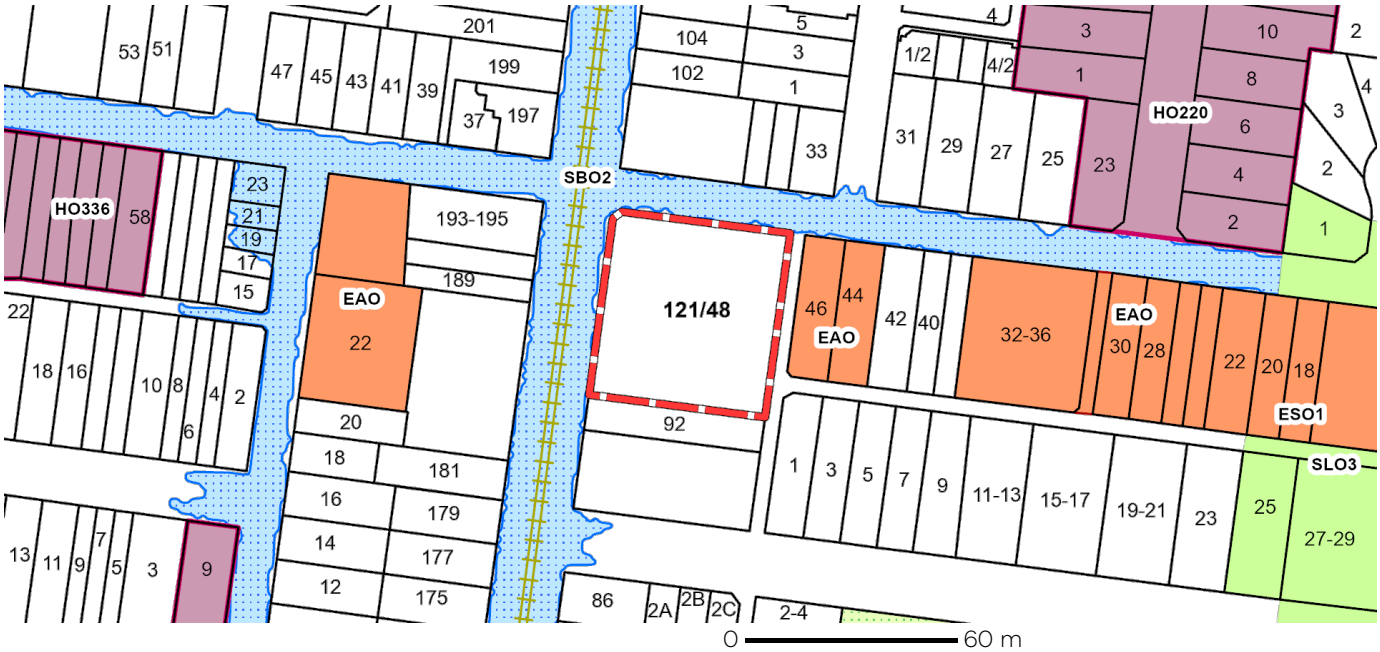
ENVIRONMENTAL AUDIT OVERLAY (EAO)

ENVIRONMENTAL SIGNIFICANCE OVERLAY (ESO)

HERITAGE OVERLAY (HO)

SPECIAL BUILDING OVERLAY (SBO)

SIGNIFICANT LANDSCAPE OVERLAY (SLO)



EAO - Environmental Audit Overlay

ESO - Environmental Significance Overlay

HO - Heritage Overlay

SBO - Special Building Overlay

SLO - Significant Landscape Overlay

Tram line

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

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

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

Further Planning Information

Planning scheme data last updated on 27 February 2026.

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

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

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

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

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

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

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

PLANNING PROPERTY REPORT

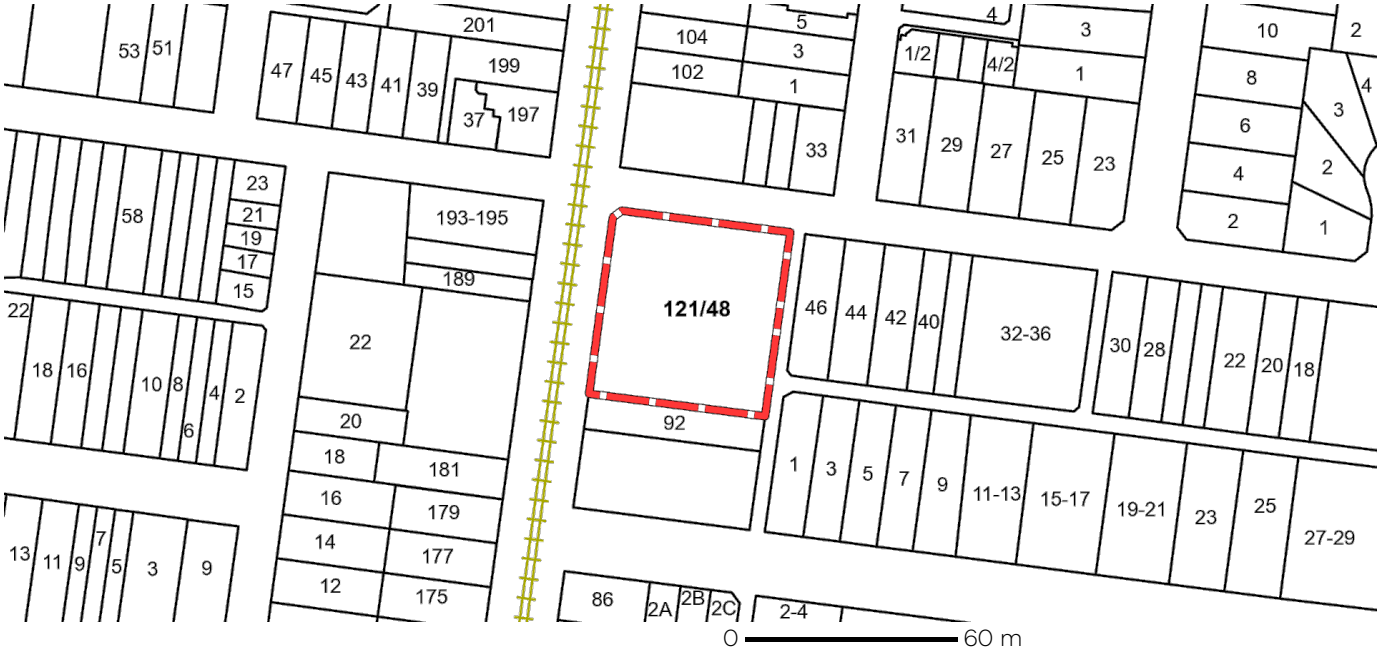
Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) https://mapshare.vic.gov.au/nvr/ and Native vegetation (environment.vic.gov.au) or please contact your relevant council.

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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

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

Civium Property Group
7/574 Plummer Street
Port Melbourne Vic 3207
Phone 1300 724 256

OWNERS CORPORATION CERTIFICATE
Owners Corporation Act 2006 and
Owners Corporation Regulations 2018

Owners Corporation No. POS723367W

Address: 98 Nicholson Street & 48 Victoria Street, BRUNSWICK EAST

This certificate is issued for Lot **121** and does not include any other Lot that the owner may own on Plan of Subdivision No. **POS723367W.**

Owners corporation certificates are required to be issued for each individual Lot.

The postal address of which is:	121/98 Nicholson Street, BRUNSWICK EAST
The Applicant for the certificate is:	Butterfield Conveyancing
The address for delivery of the certificate is:	info@butterfieldconveyancing.com
The date that the application was received is:	The 17th day of March 2026
The information in this certificate is issued on:	The 23rd day of March 2026

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

1. **The present fees for the above lot are**

OC Standard Levy Contribution **01/10/2025 – 31/12/2025**	$1,055.26	Paid
OC Standard Levy Contribution **01/01/2026 – 31/03/2026**	$,1056.90	Paid
OC Standard Levy Contribution **01/04/2026 – 30/06/2026**	$1,056.90	Paid

2. **Fees are currently paid to** 30/06/2026
3. **Unpaid fees now total:** $0.00
4. **The following special fees or levies have been struck and are payable on the dates indicated below:**

   NIL

5. **The Owners Corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:**

   None to our knowledge

6. **The owners corporation presently has the following insurance cover:**

   Please see attached

7. **Has the Owners Corporation resolved that the members may arrange their own insurance, under section 63?**
   No

8. **Please find the most recent accepted Balance Sheet of the Owners Corporation.**

9. **The Owners Corporation has no liabilities, other than those shown in other parts of this certificate, except:**

   None to our knowledge

Civium Property Group
7/574 Plummer Street
Port Melbourne Vic 3207
Phone 1300 724 256

10. **The Owners Corporation has not granted any lease, licence, agreements or contracts with a term commitment affecting the common property except:**

    Civium Property Group - Management Agreement

11. **The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public except:**
    None to our knowledge

12. **The Owners Corporation has not been served with any notice or orders in the last 12 months that have not been satisfied except:**
    None to our knowledge

13. **The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except:**
    None to our knowledge

14. **The Owners Corporation has appointed a manager as follows:**
    Civium Property Group Melbourne
    7/574 Plummer Street
    Port Melbourne VIC 3207

15. **No proposal has been made for the appointment of an administrator.**

16. **The minutes of the most recent Annual General Meeting of the Owners Corporation are attached.**

17. **The rules of the Owners Corporation are the Model Rules, which are attached**

18. **Additional comments:**
    More information can be obtained by an inspection of the Owners Corporation register. Please make your request to inspect the Owners Corporation register in writing to:
    Civium Property Group Melbourne
    PO BOX 715
    Port Melbourne VIC 3207

19. **Attachments**
    Certificate of Currency
    Last Accepted Balance Sheet
    Minutes of AGM
    Model Rules
    VIC Statement of advice

This owners corporation certificate was prepared by Rebekah Morton as delegate of the owners corporation.

Signature of delegate for Strata Plan No. **POS723367W**

Per. Vanessa Pischedda

Civium Property Group Pty Ltd

COMMON SEAL
Owners
Corporation
POS723367W

AustLII

Victorian Consolidated Regulations

OWNERS CORPORATIONS REGULATIONS 2018 - SCHEDULE 2

OWNERS CORPORATIONS REGULATIONS 2018 - SCHEDULE 2

Schedule 2—Model rules for an owners corporation

Regulation 11

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.

Sch. 2 rule 1.4 inserted by S.R. No. 147/2021 reg. 14.

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.

Sch. 2 rule 1.5 inserted by S.R. No. 147/2021 reg. 14.

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.

Sch. 2 rule 4.1(7) inserted by S.R. No. 147/2021 reg. 15(1).

(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.

Sch. 2 rule 5.2(3) inserted by S.R. No. 147/2021 reg. 15(2).

(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.

Sch. 2 rule 5.2(4) inserted by S.R. No. 147/2021 reg. 15(2).

(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.

Sch. 2 rule 5.2(5) inserted by S.R. No. 147/2021 reg. 15(2).

(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.

Sch. 2 rule 7(5) amended by S.R. No. 147/2021 reg. 15(3).

(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.

Sch. 2 rule 7(5A) inserted by S.R. No. 147/2021 reg. 15(4).

(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.

Sch. 2 rule 7(6A) inserted by S.R. No. 147/2021 reg. 15(5).

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

Sch. 2 rule 7(6B) inserted by S.R. No. 147/2021 reg. 15(5).

(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** .

Civium Strata
Locked Bag 8300 CANBERRA ACT 2601 ABN: 39 121 276 300
Ph: 1300 724 256 Email: levies@civium.com.au

OWNER LEDGER from 01/01/26 to 23/03/26
Contribution Schedule

O/Corp: POS723367W **Units:** 102 **Lots:** 102
Building Address: 98 Nicholson Street & 48 Victoria Street
:
Suburb: BRUNSWICK EAST **State:** VIC **Post Code:** 3057
Building Name: Victory Apartments
GST?: Yes **ABN:** 86283450580
Manager: Vanessa Pischedda

Lot 121 Unit 121 LCR Property Holdings Pty Ltd Trustee of a trust

Date	Ref	Details	Debit	Credit	Balance	
01/01/26		**Opening Balance**	**$0.00**	**$1,056.90**	**$1,056.90**	**CR**
15/01/26	213	Standard Fee Contribution Schedule From: 01/01/2026 To: 31/03/2026	$1,056.90	$0.00	$0.00	
06/03/26	308	Receipt; Standard Fee Contribution Schedule for 01/04/2026 to 30/06/2026 Levy Ref# 214	$0.00	$1,056.90	$1,056.90	CR
		Closing Balance	**$1,056.90**	**$2,113.80**	**$1,056.90**	**CR**
		Interest Due	**$0.00**		**$0.00**	
		Total Balance	**$1,056.90**	**$2,113.80**	**$1,056.90**	**CR**

MINUTES OF THE
ANNUAL GENERAL MEETING 2025

OWNERS CORPORATION - POS723367W

Victory Apartments
98 Nicholson Street & 48 Victoria Street
BRUNSWICK EAST VIC 3057

Held on :

Monday, 27 October 2025 04:00 PM

Virtually via Microsoft Teams
https://my.civiumstrata.com.au/meetings?z=40071

MINUTES OF THE ANNUAL GENERAL MEETING OF OWNERS CORPORATION Victory Apartments POS723367W

Held Monday, 27 October 2025 4:00 PM at
Civium Strata Melbourne - Online via Microsoft Teams

Present	**Ms Romina Reale & Mr Liam Robert Woods (Lot 303), Dimitrios James Papadopoulos (Lot 202), Mitchell Cain & Nathan Anthony Cain (Lot G17), Mr Adler Hodzic (Lot 212), Mr Simon Mackenzie Fennen (Lot 308), Ms Kelsie Rose Hughes (Lot 112), Ms Melanie Aroha Smith (Lot 117), Ms Shari Jane Hindmarsh (Lot 217)**
Civium Rep(s)	**Vanessa Pischedda (Civium Strata)**
Proxies	**None**
Company Nominees	**None**
Apologies	**Ms Alberta Miculan (Lot G5)**
Voting Papers	**None**
Other Attendees	**None**
Chairperson	**Vanessa Pischedda**

Meeting Opened 4:00pm

Reduced Quorum Meeting

MOTION	Motion for consideration
1	**Quorum (s77 of the Act)** A general meeting of the Owners Corporation requires a quorum, being 50% of lot owners or their representatives either by vote or lot entitlement of the Owners Corporation to attend in person or via proxy. If a quorum is not present the meeting will continue but all decisions will become interim decisions of the Owners Corporation and will become resolution of the Owners Corporation 29 days after the general meeting (subject to receipt of a petition from members representing 25% of lot entitlement calling for a further meeting). The Owners Corporation **resolves** that a quorum **was NOT** present at the meeting. **Motion Acknowledged**
2	**Chairperson of the meeting (s79 of the Act)** The Owners Corporation **resolves** to appoint Vanessa Pischedda to Chair the meeting. **Motion Carried**
3	**Confirmation of Minutes (s71(2)(i) of the Act)** A copy of the minutes from the previous Annual General Meeting was included in the Notice of Meeting. The Owners Corporation **resolves** that the minutes of the Annual General Meeting held 19th September 2024 are a true and accurate record of the meeting. **Motion Carried**
4	**Owners Corporation Manager's Report (s71(2)(h) and 126 of the Act)** A copy of the Owners Corporation Manager's report was attached to the Notice of Meeting. The Owners Corporation **resolves** to accept the Owners Corporation Manager's Report as tabled at the meeting. **Motion Carried**
5	**Insurance Review (s59 of the Act)** An owners corporation must take out reinstatement and replacement insurance for all buildings on the common property, details of the insurance policy taken out by the Owners Corporation was circulated with the Notice of Meeting documentation. **Members are reminded that it is their own responsibility to arrange insurance cover for public liability and personal contents inside their Lot (including but not limited to carpets, floating floors, curtains, and light fittings).** **Insurance Claim & Excess** The Owners Corporation **resolves** that the payment of the excess imposed on all claims will be as follows: • for claims made on the Owners Corporation insurance, the excess is payable by the proprietor or occupier making the claim unless otherwise agreed in advance by the Owners Corporation • the Owners Corporation will only be responsible for the excess on an insurance claim where the damage or insurable event has been caused by an act or omission on or from common property or a common property service • a lot owner will be liable for payment of the excess on an insurance claim where the damage or insurable event has been caused by an act or omission or flow of water from their private lot **Motion Carried**

6	**Standing Direction Order for Future Insurance Renewals** The Owners Corporation **resolves** that the Committee make the determination on engaging an appropriate insurance company. Should however the Committee not make a decision at least 1 day prior to the renewal of the insurance, Civium will renew the insurance with the insurer recommended by the broker or if there is no recommendation the existing insurance company. **Motion Carried**
7	**Insurance Valuation (s65 of the Act)** An owners corporation must obtain a valuation of all buildings that it is liable to insure. A tier five owners corporation is exempt from compliance with this section. The valuation must be obtained every 5 years or earlier as determined by the owners corporation. Underwriters recommend a valuation be UPDATED every 3-5 years. Members are required to satisfy themselves on an annual basis that levels of cover are adequate. Decisions on suitable building cover need to be made by the Members of an Owners Corporation, with reference to the Product Disclosure Statement (PDS) and Financial Services Guide (FSG) that apply to the selected insurance product. These are available upon request from the Civium Insurance Team at **VICinsurance@civium.com.au** Due to the provisions of the Financial Services Reform Act, Civium is not permitted to offer any personal advice that relates to a particular Owners Corporation's sum insured, about whether an insurance product is suitable for an Owners Corporation, nor do anything that could influence that Owners Corporation to insure with a particular insurer. The Owners Corporation must make that decision on its own. The last valuation was obtained on nothing found on record - to be obtained as per last AGM Meeting Minutes. The Owners Corporation **resolves** to instruct the Manager to obtain an updated insurance valuation and further to instruct the insurer of any increase in sum insured and to arrange payment of any alteration to the premium on behalf of the Owners Corporation. **Motion Carried**
8	**Penalty Interest (s29(1) and s29(4) of the Act)** The Owners Corporation **resolves** to charge penalty interest on any amount payable by a Lot owner to the Owners Corporation that is outstanding after the due date for payment, at the maximum rate payable under s2 the Penalty Interest Rates Act 1983 (VIC) or other amount as included in the Owners Corporation Rules. The Owners Corporation **resolves** that the Owners Corporation Manager be delegated the power to grant a waiver of payment of interest in the instance of first offences only. All other cases must be referred to the Owners Corporation Committee for a decision. **Motion Carried**

9	**Arrears Recovery (s30 of the Act)** The Owners Corporation **resolves** to initiate debt recovery proceedings against a Lot if fees or charges are owed to the Owners Corporation 28 days after the date the final fee notice is issued. The Owners Corporation **resolves** to authorise the Owners Corporation Manager to recover any outstanding fees, levies, and other charges and expenses incurred due by a lot owner to the Owners Corporation, including commencing proceedings in any court of competent jurisdiction, including but not limited to the Victorian Civil and Administrative Tribunal or the Magistrates' Court and/or seeking the bankruptcy of a lot owner or the winding up of a company in the Federal Court or other relevant Court. The Owners Corporation **resolves** to confer upon the manager and/or the Owners Corporation Committee the power to appoint a lawyer to act on behalf of the Owners Corporation in relation to any debt recovery action taken. All such costs shall be due and payable as a debt due by the lot owner in default to the Owners Corporation. In pursuant of Part 3, Financial Management, Section; 28, 29, 30, 31 & 32. **Motion Carried**
10	**Recovery of Costs** The Owners Corporation **resolves** that any person responsible for the Owners Corporation incurring costs as a result of a default or breach of any obligation under the Owners Corporations Act 2006, the Owners Corporations Regulations 2018 or the Rules of the Owners Corporation will be liable and responsible for paying those costs and the Owners Corporation is empowered to take any action necessary to recover the costs from that person. **Motion Carried**
11	**Financial Accounts (s34 of the Act)** A copy of the Financial Accounts of the Owners Corporation was attached to the Notice of Meeting. The Owners Corporation **resolves** to adopt the Financial Accounts for the year ended **30.06.2025** as the financial record of Owners Corporation 1. **Motion Carried**

12	**Budget (s23 of the Act)** Under the Act the Owners Corporation may levy annual fees to cover: general administration, maintenance and repairs, insurance, and other recurrent obligations of the owners corporation. The Owners Corporation **resolved not** to adopt the annual budget and levies for the period 01.07.2025 - 30.06.2026, as circulated with the Notice of Meeting. As per the budget documentation the annual Administration Budget for OC1 is $265,077.00 As per the budget documentation the annual Administration Levy for OC1 is $265,077.00 As per the budget documentation the Long Term Maintenance Budget for OC1 is $25,000.00 As per the budget documentation the Long Term Maintenance Levy for OC1 is $25,000.00 **After much discussion the owners corporation resolves to keep the budget at the current budget which will remain this financial year.** As per the budget documentation the annual Administration Budget for OC1 is $224,490.00 As per the budget documentation the annual Administration Levy for OC1 is $224,490.00 As per the budget documentation the Long Term Maintenance Budget for OC1 is $75,000 As per the budget documentation the Long Term Maintenance Levy for OC1 is $75,000 Further the Owners Corporation **resolves** that the Administrative and Maintenance Fund contributions be paid in quarterly instalments with the instalments dates to be: 1st instalment 01.07.2025 - pre issued 2nd instalment 01.10.2025 - pre issued 3rd instalment 01.01.2026 4th instalment 01.04.2026 Additionally the Owners Corporation **resolves** that any necessary levy adjustments will be equally split over the remaining quarters. **Motion Carried**

13	**Essential Safety Measures** It is a mandatory requirement for all buildings (with the exception of class 1A residential developments) to conduct regular inspections and service the ESM applicable to the development. All ESM log books to be maintained by the ESM provider and to be made available at request. The responsibility of the Lot Owner is to ensure; • An operational smoke detector is installed in accordance with legislation within their residential unit. • Report to the manager if there are any penetrations within their private unit • Check the condition of the fire doors to their private unit The Owners Corporation **resolves** to engage the services of a qualified contractor to conduct an ESM audit. **Motion Carried**
14	**OH&S** The Owners Corporation **resolves** that the lot owners are to continue to monitor the common property, Members should report any maintenance requirements or hazard that may develop on the common property to Civium. Trades Monitor is appointed on an ongoing basis to monitor any regular trades people appointed to your property to ensure that they have all relevant insurances including public liability. **Motion Carried**
15	**Maintenance Contracts** **Afterhours EMERGENCY service** - RCM (Ph: 0402 794 440) The Owners Corporation has the following contracts or agreements in place: **Automatic Doors -** AGG doors **Caretaker** -Stone Gardening Services **ESM** - Paramount Fire ESM Pty Ltd **Lift** - Fuji Elevators **Telephone & Internet Services** - Aussie Broadband **Waste -** Binboy Enviromental **Access** - Mako Security **Motion Carried**

16	**Long Term Maintenance Plan (s36 of the Act)** A tier one owners corporation or a tier two owners corporation **must** prepare and approve a maintenance plan for the property for which it is responsible. A tier three owners corporation, a tier four owners corporation or a tier five owners corporation **may** prepare and approve a maintenance plan for the property for which it is responsible. It is noted that the Owners Corporation **is** required to adopt a maintenance plan. The Owners Corporation **resolves** to adopt the Long Term Maintenance Plan prepared by Solutions in Engineering as attached to the Notice of Meeting. - The Owners Corporation Manager to look into this **Motion Carried**
17	**Committee Election (s100(1) and s100(2) of the Act)** The Owners Corporation extend their appreciation and thanks to those members of the OC Committee for their contribution to date. An owners corporation affecting 10 or more lots must elect a committee of between 3 and 7 members at each Annual General Meeting to serve until the next Annual General Meeting, unless an Ordinary Resolution is passed allowing up to 12 members to serve. The Owners Corporation **resolves** to elect up to 12 members to serve as the Committee Members until the next Annual General Meeting. The Owners Corporation **resolves** to elect the named Nominees to serve as the Committee until the next Annual General Meeting: Lot 212 - Adler Hodzic Lot G17 - Mitch Cain Lot - 303 - Romina Reale Lot 202 - James Papadopoulos **Motion Carried**
18	**Election of Chairperson and Secretary (s98, s99 and s105 of the Act)** An owner's corporation affecting less than 10 lots does not have to elect a committee, the lot owners must elect a member to be the Chairperson of the Owners Corporation. The Owners Corporation **resolves** to elect the named Nominee to serve as Chairperson of the Owners Corporation. Lot G17 - Mitch Cain Under s99(3)(b) of the Act an Owners Corporation is not required to elect a secretary of the Owners Corporation. **Motion Carried**

19	**Delegation of Powers to the Committee (s113 of the Act)** A resolution of the Committee of an Owners Corporation in respect of any matter within its functions and powers has effect as a resolution of the Owners Corporation. To enable the Committee to make decisions on behalf of the Owners Corporation, members must delegate powers or functions to the Committee by instrument of delegation. The Owners Corporation **resolves** to hereby delegate all of its powers and functions to the Committee other than: • a power or function that requires a unanimous resolution • a power or function that requires a special resolution • a power or function that requires a resolution at a general meeting **Motion Carried**
20	**Standing Minutes** Owners Corporation resolves to continue engaging contractors to fulfil the the following services at the property on an ongoing basis: • annual gutter and downpipe cleaning - When Required N/A • bi-annual window cleaning - When Required • annual sewer clearing - When Required The Owners Corporation resolves to authorise Civium as the Owners Corporation Manager with a discretionary spend to mitigate loss/ emergency situation. **Motion Carried**
21	**General Business** The Owners Corporation to consider the following general business that has been lawfully brought forward: **Front Door -** It was discussed at the AGM that the Front door is still not closing - The Owner's Corporation Manager to follow up with AGG doors to find out the report and why it's not working after they had changed the part that was required. Once this has been provided to send to the committee - also to have MAKO check them fobs and wiring to the door to make sure that it is working correctly while they are on site. **Water Tank Pumps -** To be serviced - The Owner's Corporation Manager to seek quotes and to provide to the committee for approval. **Motion Carried**
22	**Next Annual General Meeting** The Owners Corporation tentatively schedules the next AGM for August 2026. Please note this date is subject to change. **Motion Carried**

There being no further business the chairperson declared the meeting closed at 4:45pm
Dated: 27 October 2025
Issued by Civium Property Group for and on behalf of the Owners Corporation.

REDUCED QUORUM NOTICE – INTERIM DECISIONS

NOTICE UNDER SECTION 78 OF THE OWNERS CORPORATIONS ACT 2006

Can a general meeting proceed without a quorum?

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

NOTE:

The effect of subsection (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a Special General Meeting is given within that 29 day period, the interim resolution cannot be acted upon until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of the 28 day period.

An interim resolution cannot be made under this section in respect of a matter requiring a unanimous resolution or a special resolution.

Civium Strata
Locked Bag 8300 CANBERRA ACT 2601 ABN: 39 121 276 300
Ph: 1300 724 256 Email: levies@civium.com.au

Balance Sheet - O/Corp POS723367W
"VICTORY APARTMENTS"
98 NICHOLSON STREET & 48 VICTORIA STREET, BRUNSWICK EAST, VIC 3057

For the Financial Period 01/07/2025 to 10/03/2026

	Administrative	Maintenance	TOTAL THIS YEAR
Assets			
Cash At Bank			
Owners Corporation 723367W	$(3,259.52)	$383,184.45	$379,924.93
Macquarie Bank BSB: 183-334 Acc No: 282949916			
Accounts Receivable	$55.00	$0.00	$55.00
GST Receivable	$661.00	$0.00	$661.00
Levies Receivable	$3,868.39	$1,213.98	$5,082.37
Levies in Arrears	$5,952.94	$0.00	$5,952.94
Prepaid Expenses	$3,287.20	$0.00	$3,287.20
Total Assets	**$10,565.01**	**$384,398.43**	**$394,963.44**
Liabilities			
Accounts Payable	$10,919.86	$0.00	$10,919.86
Accounts Payable (Previous Agent)	$2,087.72	$0.00	$2,087.72
Accounts Payable.	$(2,087.72)	$0.00	$(2,087.72)
GST Clearing Account	$(590.18)	$0.00	$(590.18)
Levies in Advance	$6,250.22	$0.00	$6,250.22
Paid in Advance	$10,869.93	$3,487.47	$14,357.40
Unallocated Deposits	$481.01	$0.00	$481.01
GST Clearing	$4,715.71	$4,631.30	$9,347.01
Total Liabilities	**$32,646.55**	**$8,118.77**	**$40,765.32**
Net Assets	**$(22,081.54)**	**$376,279.66**	**$354,198.12**

Balance Sheet - O/Corp POS723367W
"VICTORY APARTMENTS"
98 NICHOLSON STREET & 48 VICTORIA STREET, BRUNSWICK EAST, VIC 3057
For the Financial Period 01/07/2025 to 10/03/2026

	Administrative	Maintenance	TOTAL THIS YEAR
Owners Funds			
Opening Balance	$11,896.03	$329,865.75	$341,761.78
Net Income For The Period	$(33,977.57)	$46,413.91	$12,436.34
Total Owners Funds	**$(22,081.54)**	**$376,279.66**	**$354,198.12**

Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	**HU**0000012897
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	07/05/2025 to 07/05/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 723367
Situation	94-98 NICHOLSON STREET BRUNSWICK EAST VIC 3057

Policies Selected

Policy 1 – Insured Property
Building: $24,580,000
Common Area Contents: $245,800
Loss of Rent & Temporary Accommodation (total payable): $3,687,000

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

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

Policy 4 – Fidelity Guarantee
Sum Insured: $250,000

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

Policy 6 – Machinery Breakdown
Sum Insured: $100,000

Policy 7 – Catastrophe Insurance
Sum Insured: $3,687,000
Extended Cover - Loss of Rent & Temporary Accommodation: $553,050
Escalation in Cost of Temporary Accommodation: $184,350
Cost of Removal, Storage and Evacuation: $184,350

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

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).

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

Sum Insured: $250,000

Flood Cover is included.

Date Printed 02/05/2025

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.

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.

Residential Rental Agreement

no more than 5 years

Residential Tenancies Act 1997 **(Section 26(1))**
Residential Tenancies Regulations 2021 **Regulation 10(1)**

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

PART A – BASIC TERMS

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

1. Date of agreement

This is the date the agreement is signed: 07 / 03 / 2026

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

2. Premises let by the rental provider

Address of premises

Street: 121/48 Victoria St
Suburb: Brunswick East State: VIC Postcode: 3057

3. Rental provider's details

Full name or Company name: LCR PROPERTY HOLDINGS Pty Ltd Director
ABN/ACN (if applicable):

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

Address:
State: Postcode:
Phone number: ********* Email:

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

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

Address:
State: Postcode:
Phone number: Email:

Rental provider's agent's details

Full name: Maxion Real Estate
Trading name: Maxion Real Estate
Address: Level 3, 7 Jeffcott Street
West Melbourne State: VIC Postcode: 3003
Phone number: 0399899958 ABN/ACN (if applicable): 52640965608
Email address: cactus@maxion.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**: Wennuo Jia

Current address: 121/48 Victoria St Brunswick East, VIC

Brunswick East State: VIC Postcode: 3057

Phone number: ********* ABN/ACN: Email: [redacted]

Full name of **renter 2**:

Current address:

State: Postcode:

Phone number: Email:

Full name of **renter 3**:

Current address:

State: Postcode:

Phone number: Email:

Full name of **renter 4**:

Current address:

State: Postcode:

Phone number: Email:

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

5. Length of the agreement

☑ Fixed term agreement — 6 month

Start date: 8/03/2026

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

End date: 7/09/2026

☐ Periodic agreement (monthly) Start date:

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

6. Rent

Rent amount ($) (payable in advance) 2,955.00 month

To be paid per ☐ week ☐ fortnight ☑ calendar month

Day rent is to be paid 7th of each month

(e.g. each Thursday or the 11th of each month)

Date first rent payment due: 7/03/2026

7. Bond

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

Bond amount ($): 2,955.00

Date bond payment due: 07/03/2026

PART B – STANDARD TERMS

8. Rental provider's preferred methods of rent payment

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

(Rental provider to tick available methods of rent payment)

☐ direct debit ☑ bank deposit ☐ cash ☐ cheque or money order ☐ BPAY

☐ other electronic form of payment, including Centrepay _____

Payment details (if applicable): _____

BSB no. 063 590 Account no. 1081 2054

Account name Maxion Real Estate Trust

Payment reference 1481

9. Service of notices and other documents by electronic methods

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

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

The rental provider must complete this section before giving the agreement to the renter.

(Rental provider to tick as appropriate)

Rental provider 1: ☑ Yes - insert email address, mobile phone number or other electronic contact details: maxionrealestate@email.propertyme.com

☐ No

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

☐ No

9.2 Does the renter agree to the service of notices and other documents by electronic methods such as email?

(Renter to tick as appropriate)

Renter 1: ☑ Yes - insert email address, mobile phone number or other electronic contact details: [redacted]

☐ No

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

☐ No

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

☐ No

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

☐ No

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

10. Urgent repairs

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

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

Emergency contact name	Property Manager
Emergency contact phone number	TBA
Emergency contact email address	maxionrealestate@email.propertyme.com

11. Professional cleaning

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

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

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

12. Owners corporation (formerly body corporate)

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

☐ no ☑ yes If yes, the rental provider must attach a copy of the rules to this agreement.

13. Condition report

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

(Rental provider to tick as appropriate)

☐ The condition report has been provided.

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

PART C – SAFETY-RELATED ACTIVITIES

14. Electrical safety activities

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

15. Gas safety activities

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

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

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

16. [Clause revoked by law]

17. Swimming pool barrier safety activities

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

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

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

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

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

18. Relocatable swimming pool safety activities

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

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

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

Note: Regulations made under ***Building Act 1993*** apply to any person erecting a relocatable swimming pool.

This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

19. Bushfire prone area activities

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

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

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

PART D – RIGHTS AND OBLIGATIONS

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

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

Use of the premises

The renter:

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

Condition of the premises

The rental provider:

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

The renter:

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

Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

Locks

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

Repairs

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

Urgent Repairs

Section 3(1) of the Act defines *urgent repairs*. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.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 they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

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

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

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

Non-urgent repairs

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

Assignment or sub-letting

The renter:

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

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

The rental provider:

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

Rent

- The rental provider must give the renter at least 90 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, the renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase.

Access and entry

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

Pets

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

Smoke Alarms

- The rental provider must ensure that any smoke alarm installed in the rented premises is:
  - correctly installed and in working condition; and
  - fitted with batteries or replacement batteries; and
  - tested at least once every 12 months in accordance with any instructions by the manufacturer of the smoke alarm.
- If a smoke alarm installed in the rented premises does not meet the requirements set out above, the renter may issue a request to the rental provider for urgent repairs to the smoke alarm in accordance with section 72AA of the Act.
- On receiving notice from the renter under the clause above, the rental provider or the provider's agent must immediately arrange for the repairs to be carried out.
- Any testing, repair or replacement of a smoke alarm that is powered by a mains electricity supply must be undertaken by a suitably qualified person.

PART E - ADDITIONAL TERMS

21. Further Details (if any)

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

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

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

21.1 **Residential Tenancies Act 1997**

(a) All provisions of this agreement are subject to the *Residential Tenancies Act 1997* (Victoria) ('**Act**').

(b) If there is any inconsistency between a provision of this agreement and the Act, unless the Act permits otherwise, the Act will prevail.

21.2 **Renter's obligations**

The renter must not:

(a) use the premises for any other use than its place of residence;

(b) permit, cause or use the premises for any illegal or unauthorised purpose;

(c) damage the premises or permit or allow any of its invitees to damage the premises (other than fair wear and tear) ;

(d) make any modifications or alterations to the premises without the rental provider's written consent unless the modification or alterations are prescribed under the Act. The rental provider must comply with the Act in granting or refusing its consent.

(e) use any of the rental provider's fixtures or fittings for any other use than the intended use;

(f) cause or permit any interference, nuisance or an invasion of peace or privacy to any neighbouring premises;

(g) park any vehicles, motorcycles, bicycles or scooters inside the premises and only park such vehicles in an area allocated specifically for the renter for such use or as agreed to by the rental provider;

(h) use any machinery or equipment owned by the rental provider and left on the premises other than in accordance with the rental provider's or manufacturer's instructions;

(i) permit any other person than the persons agreed by the rental provider to remain on the premises for more than 14 days;

(j) smoke or permit any invitee to smoke within the premises;

(k) without the consent of the rental provider:

(i) affix any satellite dishes, television cables or antennas to the premises;

(ii) install any air-conditioning units on the premises; or

(iii) alter, replace or remove any locks and security devices to the premises other than on the letterbox,

and the rental provider must comply with the Act in granting or refusing its consent and it may provide as a condition of consent and that the renter returns the premises to its original condition at the end of the tenancy or that any modification be completed by a suitably qualified person or that the renter pay an additional amount of bond.

21.3 **Maintenance and repairs**

(a) The renter must:

(i) keep the premises in good condition and repair (subject to reasonable wear and tear);

(ii) replace at its own cost all blown or damaged light bulbs, LED lights and fluorescent tubes throughout the tenancy and ensure that all lighting is in a working condition at the end of the tenancy;

(iii) make good any damage to the premises caused by the renter or its invitees (other than fair wear and tear);

(iv) keep the premises clear of any rubbish;

(v) dispose of rubbish in accordance with council rules/guidelines and use the appropriate bins provided by or recommended by council;

(vi) regularly maintain the gardens (including but not limited to mowing lawns, removing weeds and watering plants, shrubs, trees and flowers) to the same standard as at the commencement of this agreement; and

(vii) not do anything which may damage or block any drains (including but not limited to gutters, downpipes and stormwater drains); and

(viii) keep the tenancy clean and free from mould, fungi and damp caused by the renter's use of the tenancy.

21.4 **Owners Corporation**

(a) If the *Owners Corporation Act 2006* (Victoria) applies to this agreement the rental provider must give the renter a copy of the rules of the owners corporation at the commencement of the tenancy.

(b) The renter must comply with the rules of the owners corporation at all times during the tenancy.

© copyright 2023 Forms Live

21.5 **End of occupancy**

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

(a) deliver vacant possession of the premises to the rental provider;

(b) deliver to the rental provider or its agent all keys and security devices;

(c) leave the premises in the same conditions (fair wear and tear excepted) as set out in the condition report; and

(d) remove all of the renter's premises and belongings (including fixtures and modifications where required) from the premises and rectify any damage (at the renter's cost) caused by such removal.

21.6 **Insurance**

(a) In relation to insurance policies taken out by the rental provider in respect of the Premises, the renter must not do any act or omission which would make an insurance policy invalid.

(b) The renter acknowledges that it will be responsible to insure its contents (at its own cost).

21.7 **Privacy**

(a) As part of the rental provider leasing the premises to the renter, the renter will be required to give the rental provider or its agent Personal Information (as defined in the *Privacy Act 1988* (Cth)).

(b) Subject to the *Privacy Act 1988* (Cth), the renter consents to providing such information and permits the rental provider and/or its agent to:

(i) disclose the information to third parties for the purpose of marketing and sales campaigns, for any purpose stated in the privacy statement given to the renter (or the privacy policy of the rental provider's agent), and for any matters, issues or disputes related to this agreement or rental;

(ii) to keep on its database for future marketing and sales campaigns or similar (including where the rental provider is not marketing or selling a property).

(c) If the rental provider or its agent is required to maintain a privacy policy in accordance with the *Privacy Act 1988* (Cth), upon request from the renter, the rental provider or its agent must provide the renter with a copy of its privacy policy.

21.8 **Counterparts and Execution**

(a) This agreement (identical in form and context) may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument of the relevant document.

(b) A copy of an original executed counterpart sent by facsimile machine, email or link emailed:

(i) will be treated as an original counterpart;

(ii) is sufficient evidence of the execution of the original; and

(iii) may be produced in evidence for all purposes in place of the original.

(c) The person signing this agreement warrants that they have full authority to sign on behalf of the party they represent and has the authority to bind that party.

(d) Each party consents to this agreement being signed by any other party in accordance with an electronic communication method and being given or produced by electronic communication, including by link emailed to a party to download an electronic copy.

(e) Without limiting **clause 21.8(d)**, the parties acknowledge and agree that electronic signatures will constitute a signature and have the same quality of integrity as a written signature including if the signature is:

(i) computer generated;

(ii) by computer pen;

(iii) by a typed mark or name; or

(iv) physically signed on paper and scanned electronically.

(f) The parties to this agreement agree that, despite any other clause of this agreement and despite custom, practice or code otherwise followed in respect of similar documents to this agreement, if executed electronically this agreement:

(i) is made on its execution by all parties to it (including electronic signature);

(ii) need not be executed and exchanged in counterparts; and

(iii) constitutes an original document in an electronic format.

© copyright 2023 Forms Live

Additional General Terms

(g) Where either party applies an electronic signature to this Agreement or any other document attached or annexed to such:

(i) that party confirms that the method of identifying the person, their intention to be bound and method of signing is reliable and conclusive evidence of that party's intention to be legally bound by that document;

(ii) each party is able to rely on the electronic signature as if that party had signed the relevant document by manuscript signature in accordance with all legal requirements; and

(iii) each party consents to the conduct of an electronic transaction and the method of electronic signature used by the other party

(h) Each party agrees that it will not contest the validity or enforceability of this Agreement, a contract or document because it was signed or transmitted electronically. Each party will not dispute the admissibility or authenticity of this Agreement, a contract or document on the grounds that it is not an original or that any signature was not manually affixed.

© copyright 2023 Forms Live

Forms Live Sign
Page: 11 / 82
6c362f90-0440-4f93-929c-ce50b609dfb8

21.9 Additional Terms

© copyright 2023 Forms Live

Special Condition

Pets not permitted

1. Unless consented to by the rental provider, which consent must be considered, granted or withheld in accordance with the Act, the renter must not keep any pets on the premises or common areas for the entire duration of this agreement. The renter must apply for consent using the attached form or otherwise in accordance with the Act.
2. Nothing in this special condition prevents the renter who suffers from a disability from keeping a dog on the premises if the dog is trained to assist the renter in respect of that disability.

© copyright 2021 Forms Live

22. Signatures

This agreement is made under the ***Residential Tenancies Act 1997 (Vic)***.

Before signing you must read **Part D–Rights and Obligations** in this form.

Rental provider

Signature of rental provider 1 (or managing agent)

Dated 10/03/2026

Signature of rental provider 2 (or managing agent)

Dated

Renter

All renters listed must sign this residential rental agreement.

Signature of renter 1

Wennuo Jia

Dated 07/03/2026

Signature of renter 2

Dated

Signature of renter 3

Dated

Signature of renter 4

Dated

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