

Contract of sale of land

Property:

Unit 701, 1 Dyer Street, Richmond VIC 3121



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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2025

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

State nature of authority, if applicable:

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

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

SIGNED BY THE VENDOR:

..... on/...../2025

Print names(s) of person(s) signing: I-Chih Hung and Teck Soon Toh

State nature of authority, if applicable:

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

Table of contents

Particulars of sale

Special conditions (if any)

General conditions:

- 1 Electronic signature
- 2 Liability of signatory
- 3 Guarantee
- 4 Nominee
- 5 Encumbrances
- 6 Vendor warranties
- 7 Identity of the land
- 8 Services
- 9 Consents
- 10 Transfer & duty
- 11 Release of security interest
- 12 Builder warranty insurance
- 13 General law land
- 14 Deposit
- 15 Deposit bond
- 16 Bank guarantee
- 17 Settlement
- 18 Electronic settlement
- 19 GST
- 20 Loan
- 21 Building report
- 22 Pest report
- 23 Adjustments
- 24 Foreign resident capital gains withholding
- 25 GST withholding
- 26 Time & co-operation
- 27 Service
- 28 Notices
- 29 Inspection
- 30 Terms contract
- 31 Loss or damage before settlement
- 32 Breach
- 33 Interest
- 34 Default notice
- 35 Default not remedied

Particulars of Sale

Vendor's estate agent

Name: Xynergy Realty - Altona
 Address: 114-116 Queen Street, Altona VIC 3018
 Email: endru@xynergy.com.au
 Tel: _____ Mob: 0414241168 Fax: _____ Ref: Endru Yao

Vendor

Name: I-Chih Hung and Teck Soon Toh
 Address: C/- Provey Conveyancing Level 21, 459 Collins Street, Melbourne VIC 3000
 ABN/ACN: _____
 Email: _____

Vendor's legal practitioner or conveyancer

Name: Provey Conveyancing
 Address: Level 21 (Nth Tower), 459 Collins Street, Melbourne VIC 3000
 GPO Box 1685, Melbourne VIC 3001
 Email: kenneth@provey.co Mob: 0488 885 209
 Tel: +61 3 8609 1200 Ref: 1756318

Purchaser's estate agent

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

Purchaser

Name: _____
 Address: _____
 ABN/ACN: _____
 Email: _____

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11818 Folio 156	701C	PS 640914E

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 unless otherwise stated or inferred.

Property address

The address of the land is: Unit 701, 1 Dyer Street, Richmond VIC 3121

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

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

Payment

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

Deposit bond

General condition 15 applies only if the box is checked

Bank guarantee

General condition 16 applies only if the box is checked

GST (general condition 19)

Subject to general condition 19.2 and special condition 8, the price includes GST (if any), unless the next box is checked

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

Settlement (general conditions 17 & 26.2)

is due on

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

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

Lease (general condition 5.1)

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

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

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

OR

a residential tenancy for a fixed term ending on / /20.....

OR

a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than Approval date:

Building report

- General condition 21 applies only if the box is checked

Pest report

- General condition 22 applies only if the box is checked

Supplier Notification - GST Withholding

The vendor reserves its rights to vary the notice at or prior to settlement

To: Purchaser / buyer

Property: Unit 701, 1 Dyer Street, Richmond VIC 3121

Supplier details

Name of supplier: I-Chih Hung and Teck Soon Toh

ABN: Not applicable

Address: Unit 1, 50 Bowen Road, Doncaster East VIC 3109

Withholding payment details

Purchaser / buyer must make a GST withholding payment: No Yes

Reason: the premises is not new or sale is not a taxable supply

Supplier's proportion of residential withholding payment: Not applicable

To be paid: Not applicable

Any consideration expressed otherwise than an amount in money? Not applicable

If yes, the GST inclusive market value of the non-monetary consideration: Not applicable

Other details: Not applicable

Special Conditions

Special condition 1 – Auction

1.1 If the property is sold by way of auction then:

- (a) The rules for the conduct of the auction shall be as set out in the Schedules to the Sale of Land Regulations 2005 or any rules prescribed by regulation which modify or replace those rules.
- (b) The Property is offered for sale by public auction, subject to the vendor's reserve price.
- (c) The bidding must be at a lump sum for the property sold. Subject to this contract and to the vendor's reserve price, the person making the highest bid which is accepted by the auctioneer by the fall of the hammer is the purchaser. If any dispute arises over any bid the auctioneer may decide:
 - (i) who was the last bidder; or
 - (ii) to submit the property at some former bidding.
- (d) No person may retract a bid or advance a lesser sum than the amount named by the auctioneer and the vendor may refuse any bid or withdraw the property from sale.

1.2 Payment of deposit

The person making the highest bid which is accepted by the auctioneer must immediately upon acceptance pay the deposit to the vendor's agent and sign this contract. If ten (10) minutes after acceptance the highest bidder has not paid the deposit and signed this contract the vendor may at any time sell the property to any other person either by auction, private treaty or any other means the purchaser will have no rights against the vendor, the vendor's agent or the auctioneer.

Special condition 2 – Entire agreement

2.1 Acknowledgment

The purchaser acknowledges and agrees that:

- (a) this contract of sale is the sole repository of the agreement between the parties;
- (b) there are no terms, conditions, representations or warranties relating to the sale of the land which have been relied upon by the purchaser in entering into this contract of sale except those included in this contract of sale;
- (c) the purchaser has not relied on any information in any brochure, investment report, information, memorandum, sales material or advertisement about the Land relating to:
 - (i) its area or measurements;
 - (ii) any description of any improvements, chattels, fixtures or fittings on the land,
- (d) the purchaser has relied on its own inspection and inquiries in purchasing the land, fixtures, fittings and goods sold with the land;
- (e) the purchaser has purchased the property in its present condition and state of repair with all existing patent and latent defects, infestations, contamination and dilapidation;
- (f) the purchaser agrees to the vendor not removing any items situated on the garden or land nor is the vendor required to attend to any gardening works of whatsoever nature on the property prior to settlement;
- (g) general conditions 9, 12, 13, 19.1, 23.2(b), 23.2(c), 31.4, 31.5 and 31.6 do not apply.

2.2 No warranties

The vendor and the agents of the vendor have not made any representation or given any warranty:

- (a) about the condition or quality of the Installations, the property or the services connected or available to it;
- (b) that the property is suitable for any purpose which the purchaser may have indicated as its intention to pursue;
- (c) that any permit of any nature has been obtained or is available from any relevant authority;
- (d) that any other land is available for acquisition (unless otherwise indicated in this contract of sale);
- (e) about the merchantability, quality or fitness for any purpose of the property;
- (f) that the property is free from defects, infestations, contamination or dilapidation;
- (g) that the property will be free from defects, infestations, contamination or dilapidation;
- (h) whether development of any description may be carried out on the property; or
- (i) whether the improvements have been built or placed on the land in accordance with each approval required by law or currently comply with any law affecting such improvement.

2.3 No compensation

The purchaser must not seek compensation due to any building on the land not complying with the *Building Act 1993*, the *Building Regulations 2006*, the *Building Code of Australia* or any other statutes, regulations, rules or local laws or because of their state of repair and condition and general condition 28.1 does not apply if it relates to a building.

Special condition 3 – Waiver

3.1 An express or implied waiver of a breach of any obligation, provision or condition of this contract of sale does not operate as a waiver of any other breach of the same or any obligation, provision or condition of this contract of sale.

Special condition 4 – Swimming Pool/Spa (if applicable)

- 4.1 If the Land includes a swimming pool, spa or pond, the purchaser acknowledges and agrees that:
- (a) the purchaser has made its own enquiries regarding the obligations with respect to the pool, spa and pond and any existing or required safety barriers located at the property and accepts the current condition of the pool, spa and pond, whether it is fenced, unfenced or registered with the council;
 - (b) the purchaser will be responsible to comply with the *Building Act 1993* and its regulations including any amendments to the *Building Act 1993* in relation to the pool, spa or pond from the day of sale in relation to the pool or any existing or required safety barriers;
 - (c) the purchaser shall not make any claim against the vendor in relation to the pool, spa and pond or any existing safety barriers;
 - (d) the purchaser indemnifies the vendor against all costs associated with the pool, spa and pond including and safety barriers; and
 - (e) acknowledges that neither the vendor's agent or vendor has made any representation or warranties in relation to the pool or any safety barriers.

Special condition 5 – Stamp duty - purchasers buying unequal interests

- 5.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure that the contract of sale correctly records at the date of sale the proportions in which they are buying the property (**the proportions**).
- 5.2 If the proportions recorded in the transfer of land differ from those recorded in the contract of sale, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- 5.3 The purchasers fully indemnify the vendor, the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the contract of sale.

Special condition 6 – FIRB

- 6.1 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 of sale or if there is a requirement to obtain consent, the purchaser has already received consent and been approved to purchase the property.
- 6.2 If there is a breach of the warrant contained in this clause the purchaser must compensate indemnify and keep indemnified the vendor for any loss, damage or cost the vendor incurs as a result of the breach.

Special condition 7 – Delivery of statement of adjustments

- 7.1 The purchaser agrees to deliver to the vendor or vendor's legal practitioner's office a statement of adjustments together with copies of all certificates and other information used to calculate the adjustments under general condition 23 at least 5 business days prior to settlement. Should the purchaser default in providing the statement of adjustments as required under this special condition, the purchaser must pay the vendor's reasonable costs \$220.00.

Special condition 8 – Default

- 8.1 If the purchaser default in payment of the whole or part of the purchase money the purchaser must pay upon demand:
- (a) all reasonable expenses incurred by the vendor as a result of the breach;
 - (b) the purchaser agrees that the reasonable costs of each and every default is \$990.00 for each and every default. The exercise of the vendor's right hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract of sale or otherwise.
- 8.2 The purchaser agrees to not seek a variation of the contract of sale or variation or extension of any due date under the contract of sale. In the event of the purchaser's breach of this special condition and for the purposes of section 42(3)(a) of the *Property Law Act 1958* the purchaser agrees to pay the vendor's costs and expenses including but not limited to:
- (a) rescheduling settlement at \$220.00 for each change to the settlement time;
 - (b) requests to change the settlement date at \$330.00 for each change and if requested by the vendor then the purchaser must enter into a deed of variation to record the change.
- 8.3 The parties acknowledge that in the event that the purchaser fails to complete the purchase of the property on the due date under the contract the vendor will suffer loss and damages. The purchaser will in addition to interest chargeable on the balance of purchase moneys outstanding under the contract pay to the vendor the following sums:
- (a) the cost of obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance;
 - (b) interest payable by the Vendor under any existing mortgage over the property calculated from the due date of settlement;
 - (c) accommodation expenses necessarily incurred by the vendor;
 - (d) storage cost of the vendor's furniture and other possessions;
 - (e) legal costs and expenses as between solicitor and client;
 - (f) penalties payable by the vendor through any delay in completion of the vendor's purchase of another property;

Special condition 9 – Guarantee and indemnity

9.1 Delivery of guarantee and indemnity

If the purchaser is or includes a corporation (other than a corporation whose shares are listed on a recognised Australian public securities exchange or a subsidiary of one), the purchaser must deliver to the vendor a guarantee and indemnity in the form annexed to this contract on the day of sale:

- (a) duly completed and executed by every director of the purchaser; or
- (b) if the purchaser is a wholly owned subsidiary of a corporation whose shares are listed on a recognised Australian public securities exchange or a subsidiary of one, duly completed and executed by that listed corporation.

9.2 Consequences of non-compliance

If the purchaser does not comply with special condition 9.1, the vendor may immediately rescind this contract by notice in writing to the purchaser and retain the Deposit.

Special condition 10 – GST

10.1 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) unless:

- (a) the purchaser is required to under general condition 19.2; or
- (b) the purchaser is ineligible for an input tax credit and notwithstanding the particulars of sale specifying:
 - (i) the price as including GST,
 - (ii) the supply as being a 'going concern', or
 - (iii) the supply as being of land on which a 'farming business' is carried on;
 in the event of the supply not being GST-free, then the purchaser must pay GST in addition to the price.

10.2 The purchaser acknowledges that any nomination of a substitute or an additional person take the transfer of the land is subject to the vendor's consent (in its absolute discretion) and for the nominated purchaser to agree for GST to be treated in the same manner as provided for under this contract between the vendor and the purchaser. The parties agree that the purchaser's right to nominate under the common law does not apply.

Special condition 11 – Land tax and windfall gains tax

11.1 For the purposes of general condition 23:

- (a) the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* applies; and
- (b) general condition 28 does not apply to any amounts that section 10G or 10H of the *Sale of Land Act 1962* applies.

Special condition 12 – Compensation for additional land tax and CIPT due to purchaser's default

12.1 The purchaser acknowledges and agrees that if as a result of the purchaser's breach, settlement of this contract takes place on a date that is after 31 December in the year that settlement of this contract is due to take place (**Settlement Year**), then

- (a) The purchaser's breach will in addition to other losses, result in loss to the vendor in the amount of the vendor's land tax assessment and commercial and industrial property tax (CIPT) assessment (if CIPT is payable) for the year following the Settlement Year as a result of the property continuing to be included in the vendor's total landholdings in Victoria; and
- (b) The additional tax which the vendor will incur in accordance with this special condition is a reasonably foreseeable loss incurred by the vendor as a result of the purchaser's breach in respect of which the vendor is entitled to compensation from the purchaser.

12.2 The purchaser further acknowledges that if this special condition applies due to the purchaser's default, then on settlement date the purchaser must in addition to the balance payable to the vendor under this contract pay to the vendor on account of compensation payable to the vendor for that loss an amount equal to 2.65% of the price of the property (**Amount Paid**).

12.3 The parties agree that if the additional tax as assessed by the commissioner of State Revenue Office is:

- (a) less than the Amount Paid, the vendor will refund the difference to the purchaser; or
- (b) more than the Amount Paid, the purchaser must pay the difference to the vendor within 7 days of being served with a written demand for such payment.

12.4 Payment of the purchase price must not be delayed and no money must be withheld by the purchaser from the vendor out of the purchase price on account of any land tax or CIPT which may be or may subsequently become charged on the property.

12.5 The purchaser acknowledges that the vendor is not required to pay any land tax or CIPT assessed on the property before it is due as specified in the assessment notice.

Special Condition 13 – Loan

13.1 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.

13.2 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 directly from the bank, a letter from the broker will not be accepted and written notice must be provided to the vendor by the due 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.

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

Special Condition 14 - Holiday closure

14.1 The vendor's legal practitioner or conveyancer's office will be closed from 23 December 2025 to 5 January 2026 (inclusive) (**Closure Period**) and reopening on Tuesday 6 January 2026. In the event of the due date for settlement being a date during the Closure Period, the parties agree for settlement to be extended to Tuesday 6 January 2026.

(Please see next page for additional special conditions)

Special Condition C –Lease

C.1 Sale with lease

If the property is leased then the purchaser buys the property subject to lease or leases as contained in the vendor's statement (**Leases**).

C.2 Leases and Goods

- (a) The purchaser acknowledges that it has received, read and understood the Leases and has had sufficient opportunity to seek independent advice about it.
- (b) Any goods owned by the tenant under the Leases remain the property of the tenant and are expressly excluded from this sale.

C.3 Rights and objections

- (a) The purchaser acknowledges that:
 - (i) the vendor may exercise its rights under the Leases from the day of sale until settlement in its absolute discretion;
 - (ii) the vendor may not have the original Leases to hand over to the purchaser at settlement;
 - (iii) the tenant under the Leases may be in default under that agreement at settlement: and
 - (iv) the Leases may have been terminated by settlement.
- (b) Despite anything else in this contract and to the maximum extent permitted by law and equity, the purchaser may not make any requisition or objection, claim compensation, bring any action, suit or proceeding, seek any order, delay completion or end this contract as a consequence of anything in any way related to the Leases, including those matters set out in this Special Condition C.

C.4 Rent and profits

- (a) Rent and profits of the property belong to the vendor until settlement and the purchaser after settlement.
- (b) Rent will be adjusted as follows:
 - (i) if rent or any other amounts due at settlement are paid for a period extending past settlement, the amount representing the period before and including settlement will be adjusted to the vendor and the amount representing the period after settlement will be adjusted to the purchaser; or
 - (ii) if rent or any other amounts due at settlement are not paid for the period before and including settlement, then the purchaser shall adjust that amount in favour of the vendor.
- (c) Any outgoing (including but not limited to any rates and taxes) which are payable by the tenant under any of the Leases will not be adjusted at settlement.

C.5 Vendor assigns interest

After settlement the vendor assigns to the purchaser the benefit of all covenants, agreements and obligations under the Leases, whether or not they touch and concern the property.

C.6 Compliance after settlement

The purchaser undertakes, represents and warrants to the vendor that the purchaser will comply with each of its obligations as landlord under the Leases on and from settlement and indemnifies the vendor from and against all loss for failing to comply with this special condition.

Special Conditions - Notes

These special conditions have been prepared by Provey Conveyancing. Minor amendments and additions can be requested through the agent listed in the particulars of sale.

Requests for major amendments or for any other queries, please visit: provey.com.au/special-conditions.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

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

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993*.

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009 (Cth)* applies.

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
- (b) keep the date of birth of the vendor secure and confidential.

11.4 The vendor must ensure that at or before settlement, the purchaser receives—

- (a) a release from the secured party releasing the property from the security interest; or

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

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

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

Money

14. DEPOSIT

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

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

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

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
 - (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
 - (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
- To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement:

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and

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

19. GST

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

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

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

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

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

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
- (b) 'GST' includes penalties and interest.

20. LOAN

20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
- (d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

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

22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:

- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.

22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

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

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

- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
- (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
- (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
- (b) ensure that the representative does so.

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

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
- (b) promptly provide the vendor with proof of payment; and
- (c) otherwise comply, or ensure compliance, with this general condition;

despite:

- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

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

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:

- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
- (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
- (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

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

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
 - (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.

27.4 Any document properly sent by:

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

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

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

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

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

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

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

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

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

Guarantee and Indemnity

1. Guarantee

1.1 The persons signing below as guarantors (each, a **Guarantor** and together, the **Guarantors**), in consideration of the vendor entering into this contract of Sale with the purchaser at the Guarantors' request, hereby jointly and severally guarantee to the vendor (and the vendor's successors and assigns) the due and punctual payment of:

- (a) the deposit;
- (b) the balance of the price;
- (c) any interest payable under this contract; and
- (d) any other amounts payable by the purchaser under this contract (together, the **Guaranteed Money**).

1.2 The Guarantors further jointly and severally guarantee the due and punctual performance and observance by the purchaser of all the purchaser's obligations under this contract (**Guaranteed Obligations**).

1.3 If the purchaser defaults in:

- (a) payment of any of the Guaranteed Money, or
- (b) performance of any of the Guaranteed Obligations,

then, immediately upon demand by the vendor, the Guarantors must pay the vendor the amount of the Guaranteed Money unpaid and must indemnify and keep indemnified the vendor against all loss, costs, charges, expenses, damages, and liabilities whatsoever incurred by the vendor arising from or in connection with any default by the purchaser.

2. Continuing Guarantee and Indemnity

This Guarantee and Indemnity is a continuing obligation and:

- (a) is not affected by any time or other indulgence granted by the vendor to the purchaser or to the Guarantors;
- (b) is not discharged or prejudiced by any variation (including any extension of time or waiver), novation, assignment, or termination of the contract;
- (c) remains in full force despite the vendor assigning its rights under the contract;
- (d) is not affected by the death, bankruptcy, liquidation, administration, or insolvency of the purchaser, any co-guarantor, or any other person;
- (e) is not affected by any release or discharge of any co-guarantor; and
- (f) binds the Guarantors jointly and severally, and their respective executors, administrators, legal personal representatives, and permitted assigns.

3. No Discharge

The Guarantors waive all rights inconsistent with this guarantee and indemnity, including any rights of subrogation, contribution, or indemnity against the purchaser until all Guaranteed Money and Guaranteed Obligations have been fully paid and performed.

4. Security and Enforcement Rights

4.1 The vendor may enforce this Guarantee and Indemnity without first being required to exhaust any remedy it may have against the purchaser or enforce any other guarantee or security.

4.2 Any payment by the Guarantors which is later avoided by law shall be deemed not to have discharged the Guarantors' liability, and the vendor shall be entitled to recover the amount from the Guarantors as if the payment had not been made.

Dated:

Execution

Print Name:

Guarantor (Sign):

Print Name:

Guarantor (Sign):

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 701, 1 DYER STREET, RICHMOND VIC 3121
-------------	--

Vendor's name	I-Chih Hung	Date
Vendor's signature	 Signed by: 00E7F6E06DB04E0...	/ / 31/7/2025
Vendor's name	Teck Soon Toh	Date
Vendor's signature	 Signed by: 661DFC1C795445A...	/ / 1/8/2025

Purchaser's name		Date
Purchaser's signature	_____	/ /
Purchaser's name		Date
Purchaser's signature	_____	/ /

1. FINANCIAL MATTERS

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

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

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

\$0.00	To	
--------	----	--

Other particulars (including dates and times of payments):
--

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No. 120.6
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

(b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

The required specified information is as follows:

- (a) Name of planning scheme Yarra
- (b) Name of responsible authority City of Yarra
- (c) Zoning of the land MUZ - Mixed Use Zone
- (d) Name of planning overlay Development Contributions; Development Plan; Enviromental Audit

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:

Are contained in the attached certificates and/or statements

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:

NIL

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:

NIL

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):

Are contained in the attached certificate

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act*

1987.

Not Applicable

8. SERVICES

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
---	-------------------------------------	---------------------------------------	-----------------------------------	---

9. TITLE

Attached are copies of the following documents:

9.1 (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

(a) Attached is a copy of the plan for the first stage if the land is in the second or subsequent stage.

(b) The requirements in a statement of compliance relating to the stage in which the land is included that have Not been complied With are As follows:

NIL

(c) The proposals relating to subsequent stages that are known to the vendor are as follows:

NIL

(d) The contents of any permit under the Planning and Environment Act 1987 authorising the staged subdivision are:

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

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)

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](http://consumer.vic.gov.au/duediligencechecklist) (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.



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

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

VOLUME 11818 FOLIO 156

Security no : 124126372761G
Produced 21/07/2025 09:58 AM

LAND DESCRIPTION

Lot 701C on Plan of Subdivision 640914E.
PARENT TITLES :
Volume 11437 Folio 508 to Volume 11437 Folio 509
Created by instrument PS640914E Stage 4 09/09/2016

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
I-CHIH HUNG
TECK SOON TOH both of 1/50 BOWEN ROAD DONCASTER EAST VIC 3109
AN225021D 27/10/2016

ENCUMBRANCES, CAVEATS AND NOTICES

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

AGREEMENT Section 173 Planning and Environment Act 1987
AL540710M 05/12/2014

DIAGRAM LOCATION

SEE PS640914E 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 701 1 DYER STREET RICHMOND VIC 3121

ADMINISTRATIVE NOTICES

NIL

eCT Control 18696F HSBC BANK AUSTRALIA LIMITED
Effective from 02/09/2024

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS640914E



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

Page 2 of 2

OWNERS CORPORATION 3 PLAN NO. PS640914E

DOCUMENT END



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Document Identification	PS640914E
Number of Pages (excluding this cover sheet)	87
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PLAN OF SUBDIVISION	EDITION 5	PS 640914E
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<p>LOCATION OF LAND</p> <p>PARISH: JIKA JIKA</p> <p>TOWNSHIP:</p> <p>SECTION: 34E</p> <p>CROWN ALLOTMENT: 1 TO 17</p> <p>CROWN PORTION:</p> <p>TITLE REFERENCE: Vol 6657 Fol 254 Vol 11127 Fol 498</p> <p>LAST PLAN REFERENCE: PS 640914E</p> <p>POSTAL ADDRESS: CRN. HIGHETT AND COPPIN STREETS (at time of subdivision) RICHMOND 3121</p> <p>MGA 94 E 324 270 CO-ORDINATES: N 5 812 615 (approx. centre of land in plan) ZONE: 55</p>	
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VESTING OF ROADS AND/OR RESERVES		NOTATIONS	
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING	
			<p>This is/is not a staged subdivision Planning Permit No.</p> <p>DEPTH LIMITATION DOES NOT APPLY</p> <p>COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS, ROAD R1, RESERVE No.1, RESERVE No.2, COMMON PROPERTY No.3, COMMON PROPERTY No. 4 AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS, CEILINGS AND SLABS THAT DEFINE BOUNDARIES.</p> <p>┌ ALL BEAMS, PILLARS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN WITHIN THIS PLAN ARE CONTAINED IN COMMON PROPERTY No. 1.</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE: ALL BOUNDARIES</p> <p>THE LOWER BOUNDARY OF THOSE PARTS OF THE LOTS MARKED WITH AN ASTERISK (*) IS THE UPPER SURFACE OF THAT PART OF THE FINISHED PAVEMENT. THE UPPER BOUNDARY OF THOSE PARTS OF THE LOTS IS 2.10m METRES ABOVE THE LOWER BOUNDARY.</p> <p># SEE SECTIONS B-B' AND G-G' FOR HEIGHT AND DEPTH LIMITATIONS OF LOTS IN GROUND LEVEL AND LEVELS 1, 2 AND 3.</p> <p>BOUNDARIES DEFINED BY AN AUSTRALIAN HEIGHT DATUM (AHD) LEVEL ARE SHOWN RELATIVE TO THE SITE DATUM JIKA JIKA PM 196 WITH A STATED HEIGHT OF 13.120m.</p> <p>LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT(S) FOR DETAIL.</p>
<p>CP No. 1 DENOTES COMMON PROPERTY No. 1 CP No. 2 DENOTES COMMON PROPERTY No. 2 CP No. 3 DENOTES COMMON PROPERTY No. 3 CP No. 4 DENOTES COMMON PROPERTY No. 4</p> <p>P DENOTES PROJECTION B DENOTES BALCONY - - - - DENOTES NON BOUNDARY STRUCTURE</p>			

EASEMENT INFORMATION

Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.

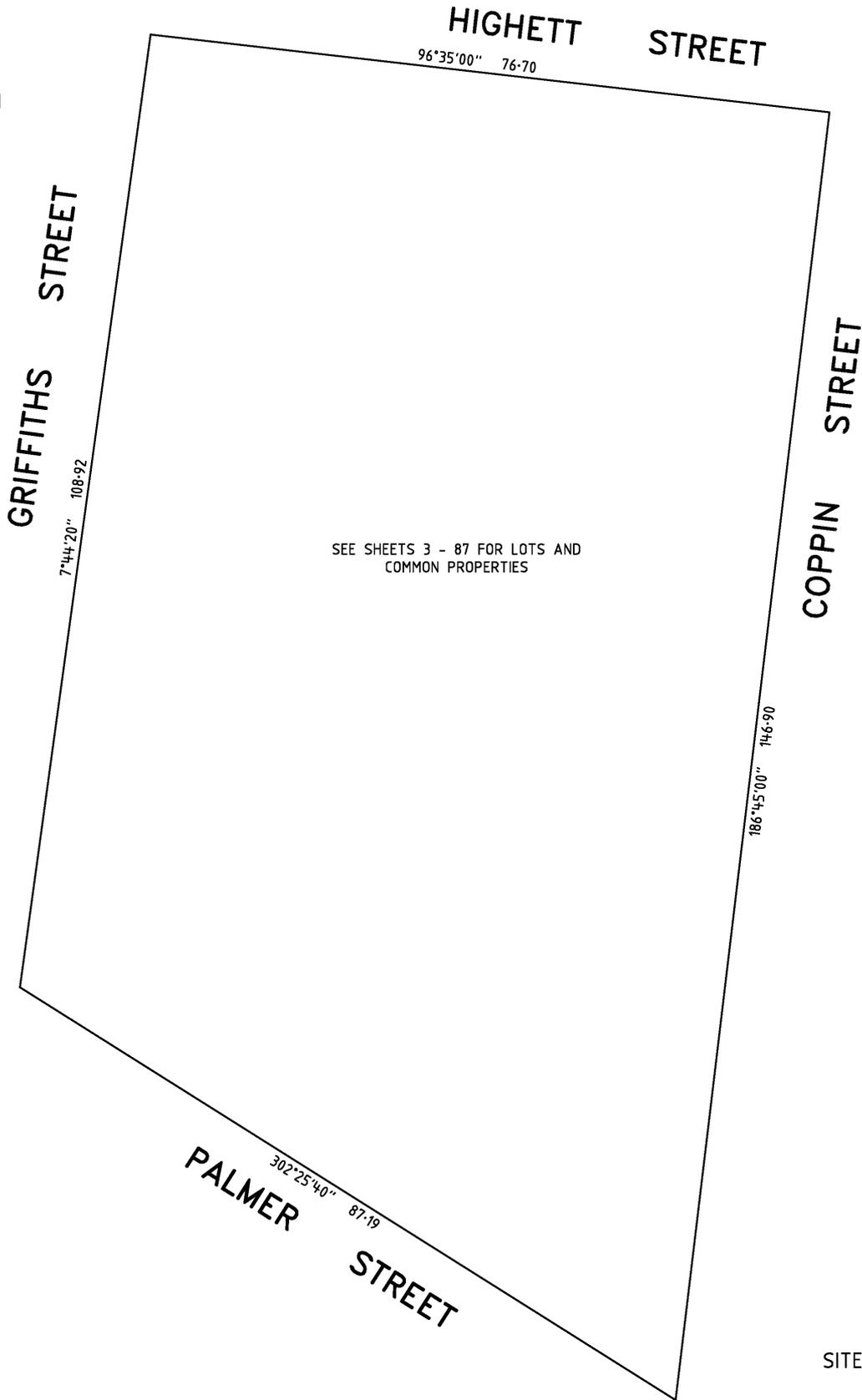
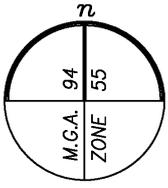
LEGEND: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A – Appurtenant Easement

SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
<div style="position: absolute; top: 0; left: 0; width: 100%; height: 100%; border: 1px solid black; transform: rotate(45deg);"></div>				

<p>Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992</p> 	<p>LICENSED SURVEYOR ADRIAN A. THOMAS</p>	
	<p>DATE REFERENCE 7431 VERSION E DRAWING 743100AE</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 1 OF 86 SHEETS</p>
	<p>THIS IS A LAND VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN</p>	

PLAN OF SUBDIVISION

PS 640914E



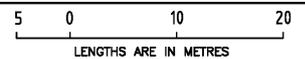
SITE PLAN

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LICENSED SURVEYOR ADRIAN A. THOMAS

SCALE
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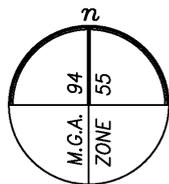


DATE VERSION E REFERENCE 7431 DRAWING 743100AE

ORIGINAL SHEET SIZE A3
SHEET 2

PLAN OF SUBDIVISION

PS 640914E



GRIFFITHS STREET

HIGHETT STREET

COPPIN STREET

PALMER STREET

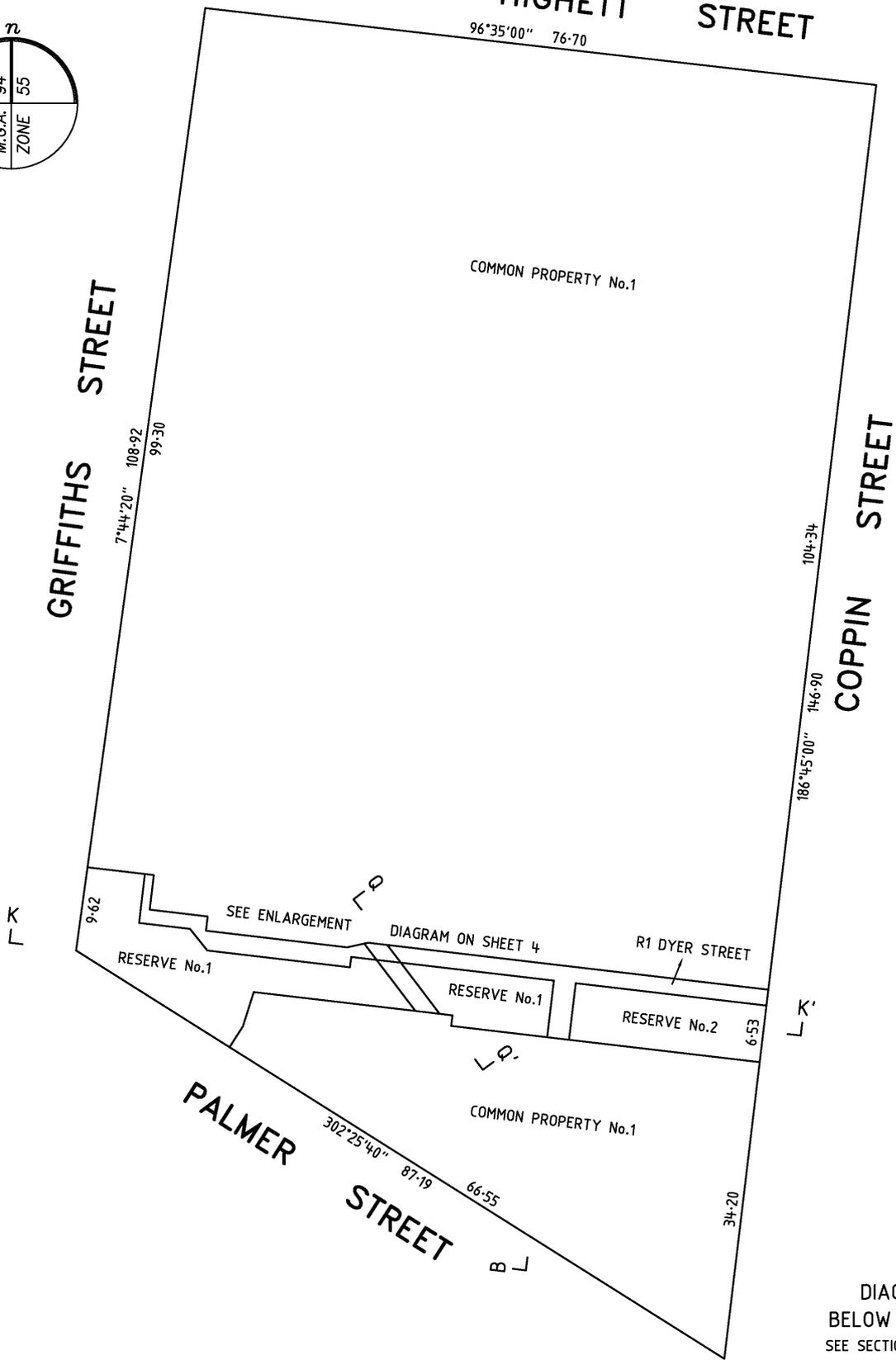


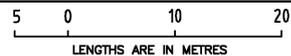
DIAGRAM BG
BELOW SITE LEVEL
SEE SECTIONS K-K' & B-B'

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LICENSED SURVEYOR ADRIAN A. THOMAS

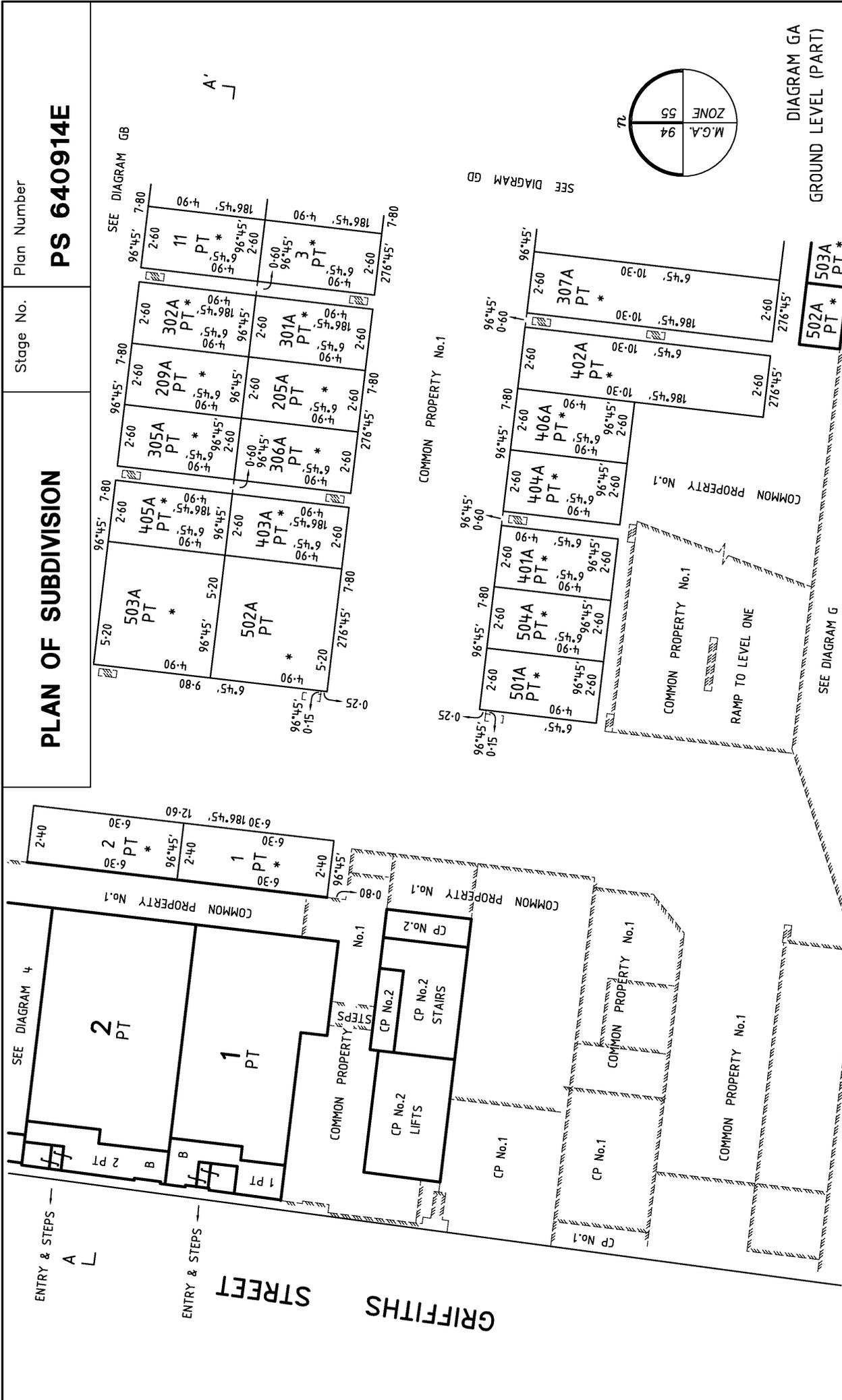
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DATE
VERSION E

REFERENCE 7431
DRAWING 743100AE

ORIGINAL SHEET SIZE A3
SHEET 3



<p>Plan Number PS 640914E</p>	<p>Stage No.</p>	<p>Sheet 6</p>
<p>ENTRY & STEPS A L</p>	<p>ENTRY & STEPS</p>	<p>DATE / /</p> <p>COUNCIL DELEGATE SIGNATURE</p>
<p>SCALE 1:150</p> <p>SHEET SIZE A3</p>	<p>SCALE 1.5 0 3 6</p> <p>LENGTHS ARE IN METRES</p>	<p>LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS</p> <p>SIGNATURE DIGITALLY SIGNED DATE / /</p> <p>REF 7431003</p> <p>DWG 743100AJ</p> <p>VERSION J</p>
<p>ORIGINAL</p>	<p>SEE DIAGRAM 4</p>	<p>SEE DIAGRAM GB</p>



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Plan Number
PS 640914E

Stage No.

PLAN OF SUBDIVISION

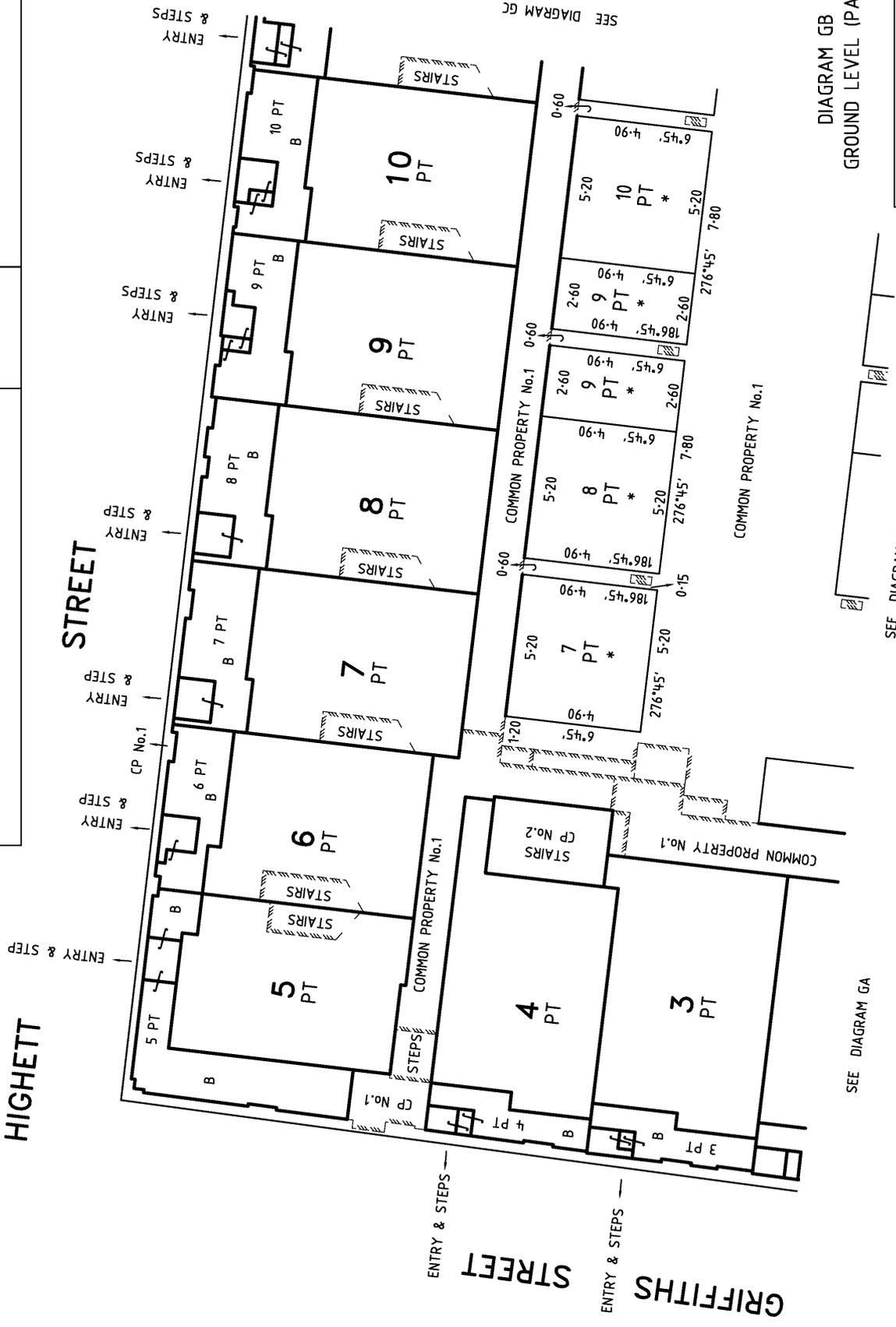


DIAGRAM GB
 GROUND LEVEL (PART)

Sheet 7

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 7431003
 DWG 743100AJ
 VERSION J

SCALE

1.5 0 3 6

LENGTHS ARE IN METRES

ORIGINAL

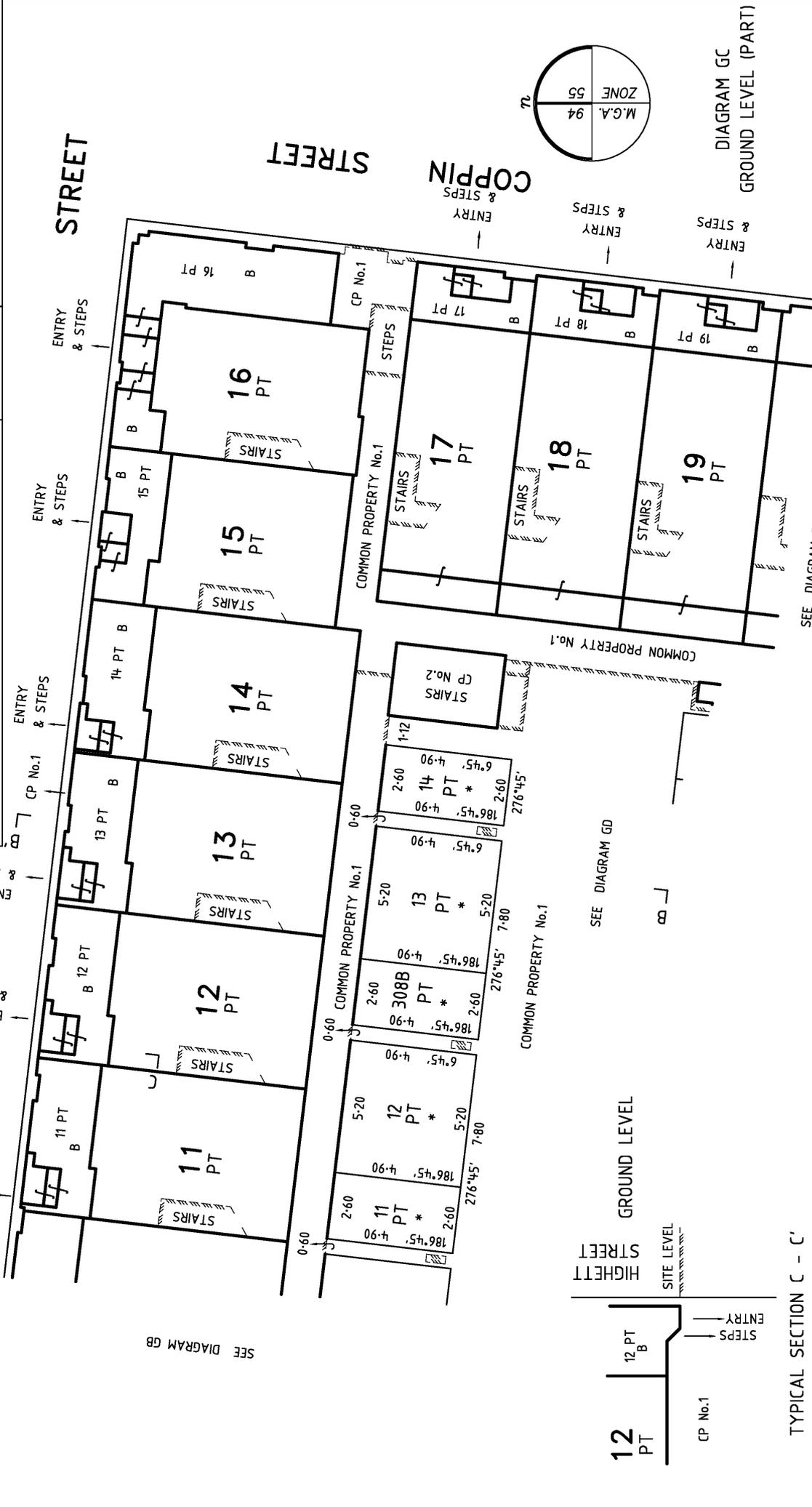
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Plan Number
PS 640914E

Stage No.

PLAN OF SUBDIVISION



Sheet 8

DATE / /

COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS

SIGNATURE DIGITALLY SIGNED / /

REF 7431003

DWG 743100AJ

VERSION J

SCALE

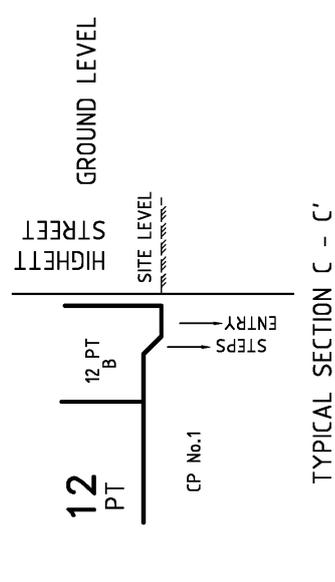
1:50

LENGTHS ARE IN METRES

ORIGINAL

SHEET SIZE A3

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Plan Number
PS 640914E

Stage No.
PLAN OF SUBDIVISION

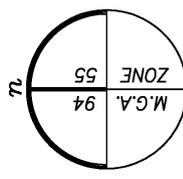
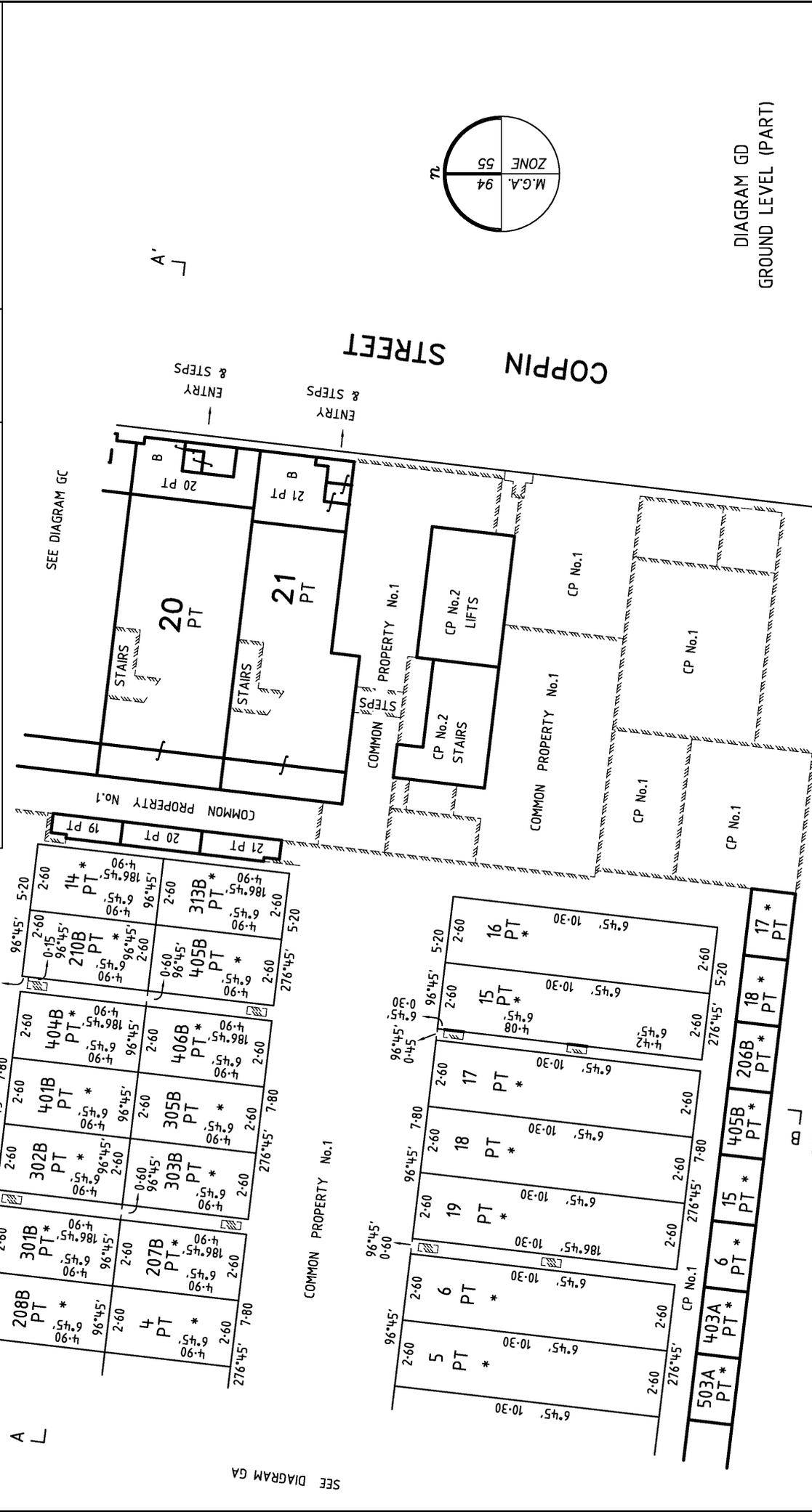


DIAGRAM GD
 GROUND LEVEL (PART)

Sheet 9
 DATE / /
 COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 7431003
 DWG 743100AJ
 VERSION J

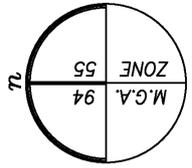
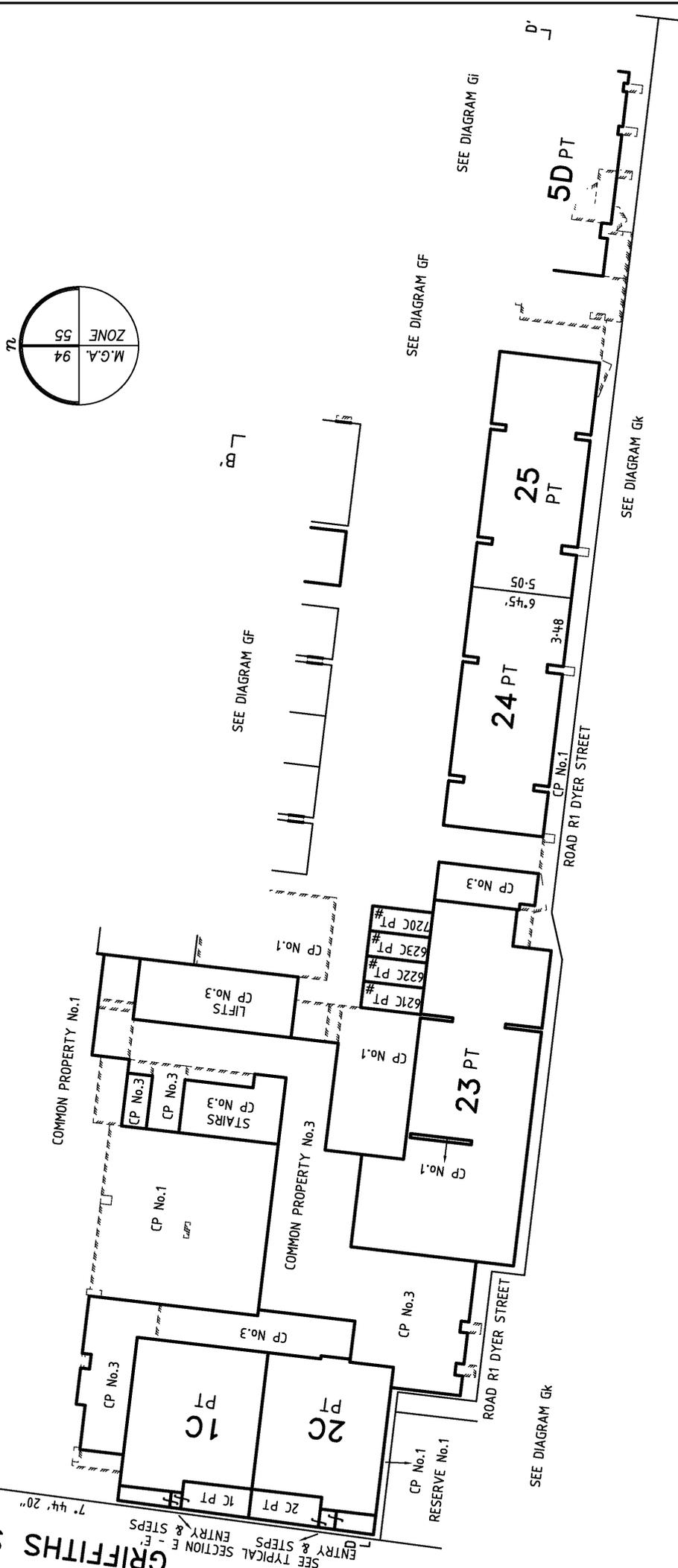
SCALE
 1:50
 LENGTHS ARE IN METRES

ORIGINAL
 SCALE SHEET SIZE
 1:150 A3

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PS 640914E

PLAN OF SUBDIVISION



ENLARGEMENT DIAGRAM GE
GROUND LEVEL (PART)

SCALE	ORIGINAL SHEET SIZE A3
1:200	SHEET 10

2	0	4	8
LENGTHS ARE IN METRES			

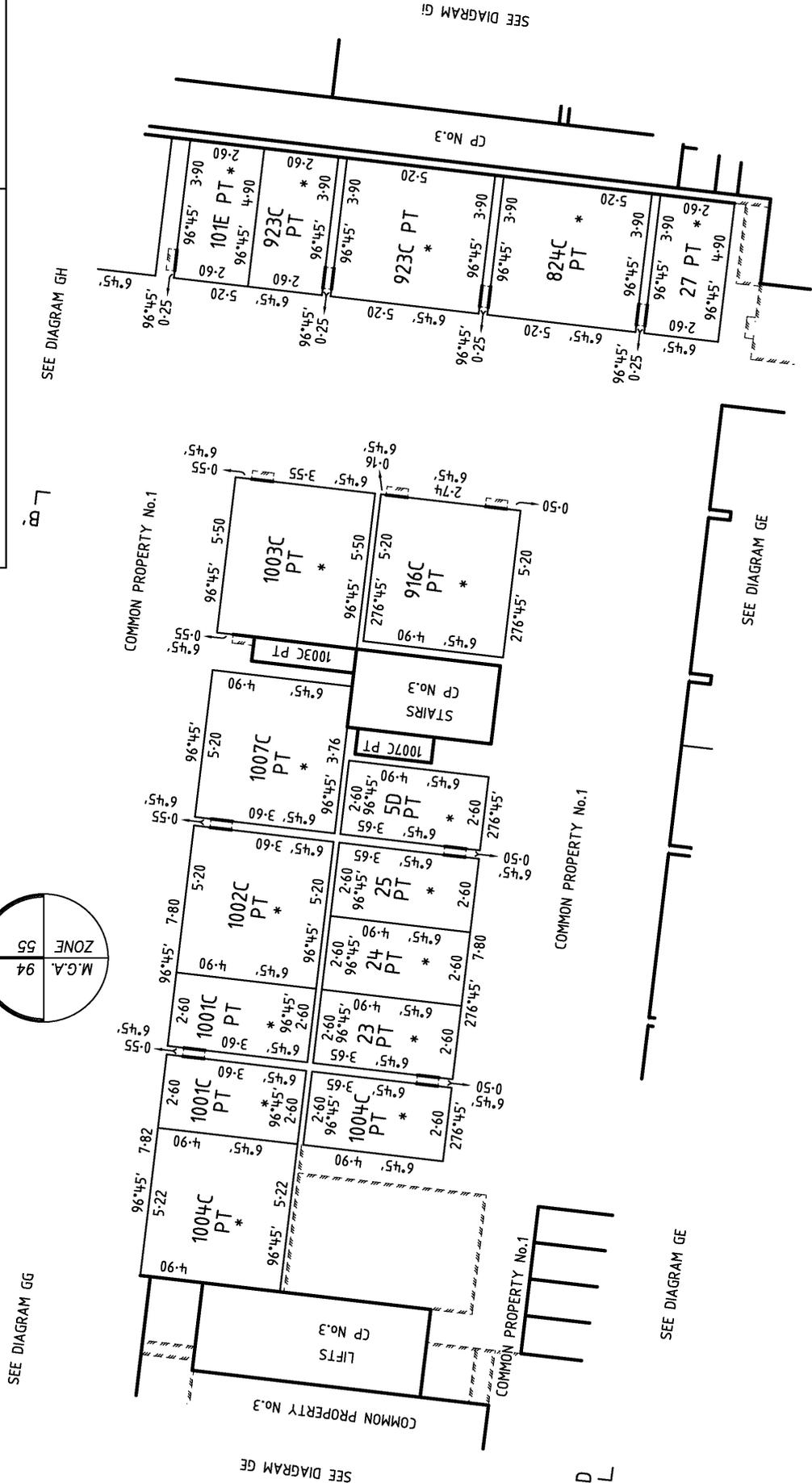
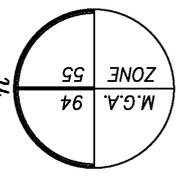
LICENSED SURVEYOR	ADRIAN A. THOMAS
DATE	REFERENCE 7431
VERSION E	DRAWING 743100AE



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PS 640914E

PLAN OF SUBDIVISION



ENLARGEMENT DIAGRAM GF
GROUND LEVEL (PART)



SCALE 1:150
ORIGINAL SHEET SIZE A3
SHEET 11



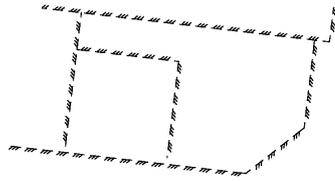
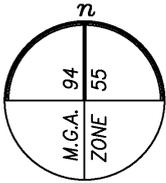
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LICENSED SURVEYOR ADRIAN A. THOMAS

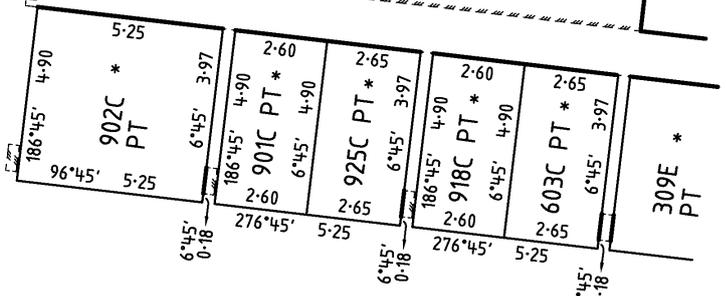
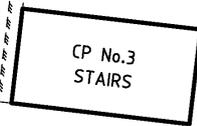
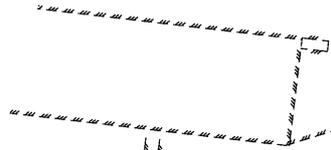
DATE REFERENCE 7431
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PLAN OF SUBDIVISION

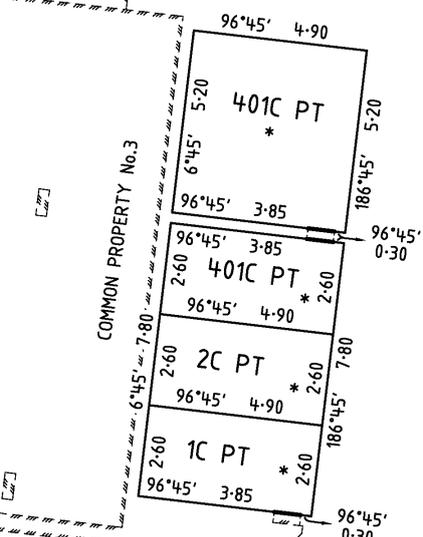
PS 640914E



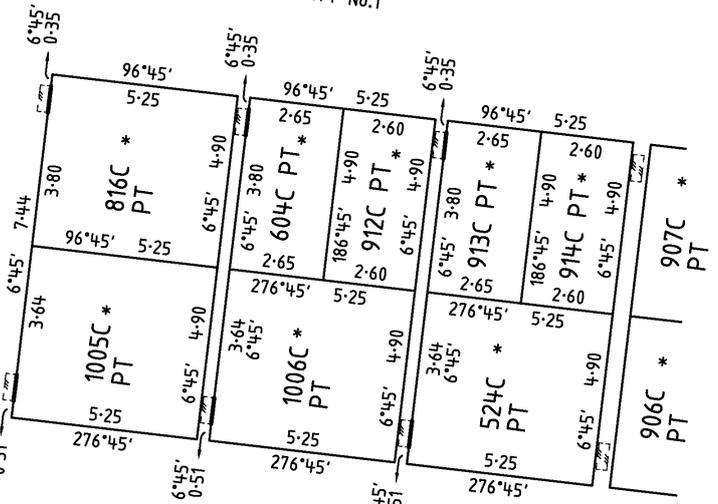
SEE ENLARGEMENT
DIAGRAM GA



SEE DIAGRAM G



COMMON PROPERTY No.1



COMMON PROPERTY No.1



SEE DIAGRAM GF

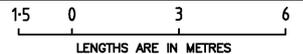
ENLARGEMENT DIAGRAM GG
GROUND LEVEL (PART)

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LICENSED SURVEYOR ADRIAN A. THOMAS

SCALE
1:150



DATE
VERSION E

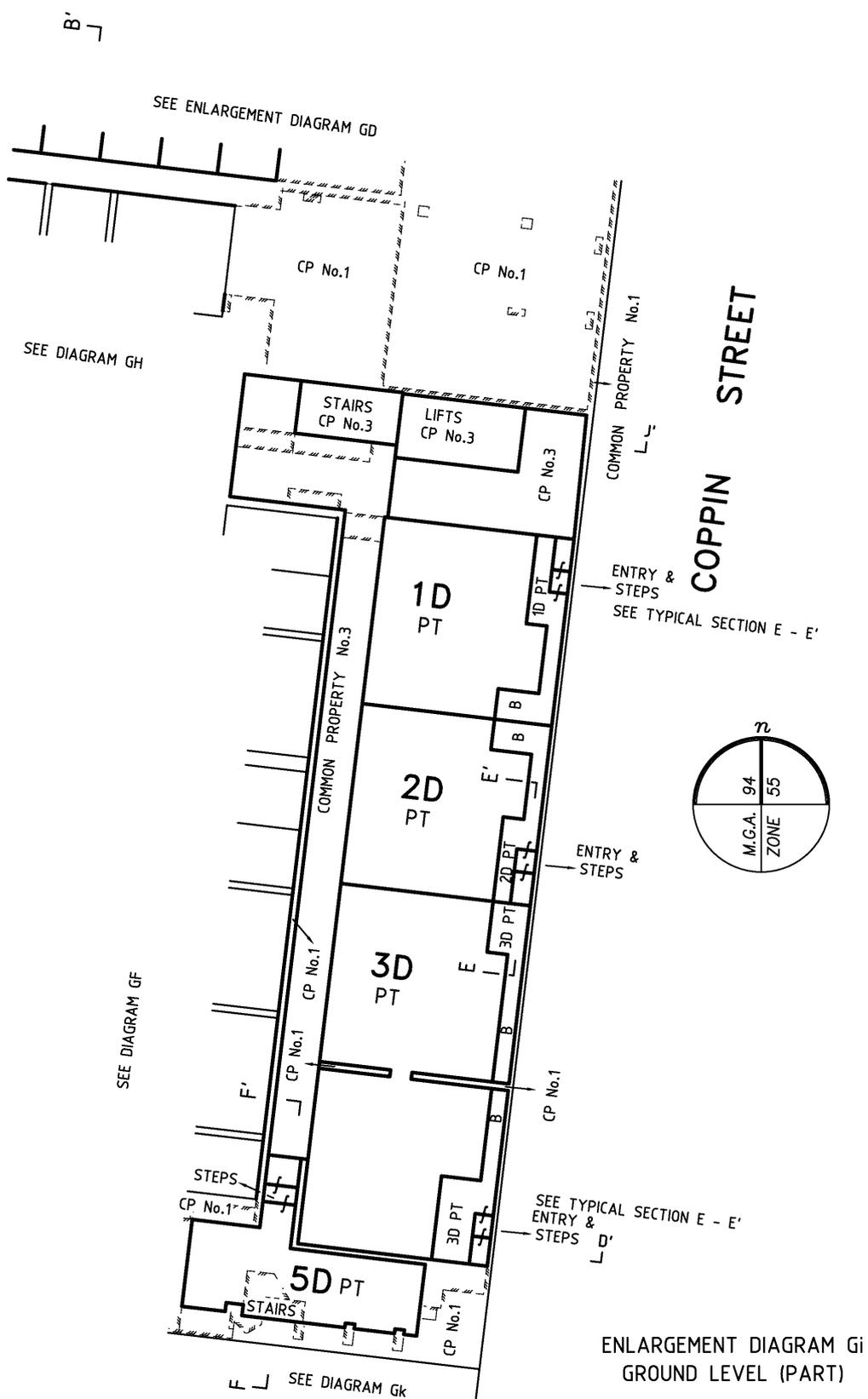
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DRAWING 743100AE

ORIGINAL SHEET SIZE A3

SHEET 12

PLAN OF SUBDIVISION

PS 640914E



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LICENSED SURVEYOR ADRIAN A. THOMAS

SCALE
1:200



DATE REFERENCE 7431
 VERSION E DRAWING 743100AE

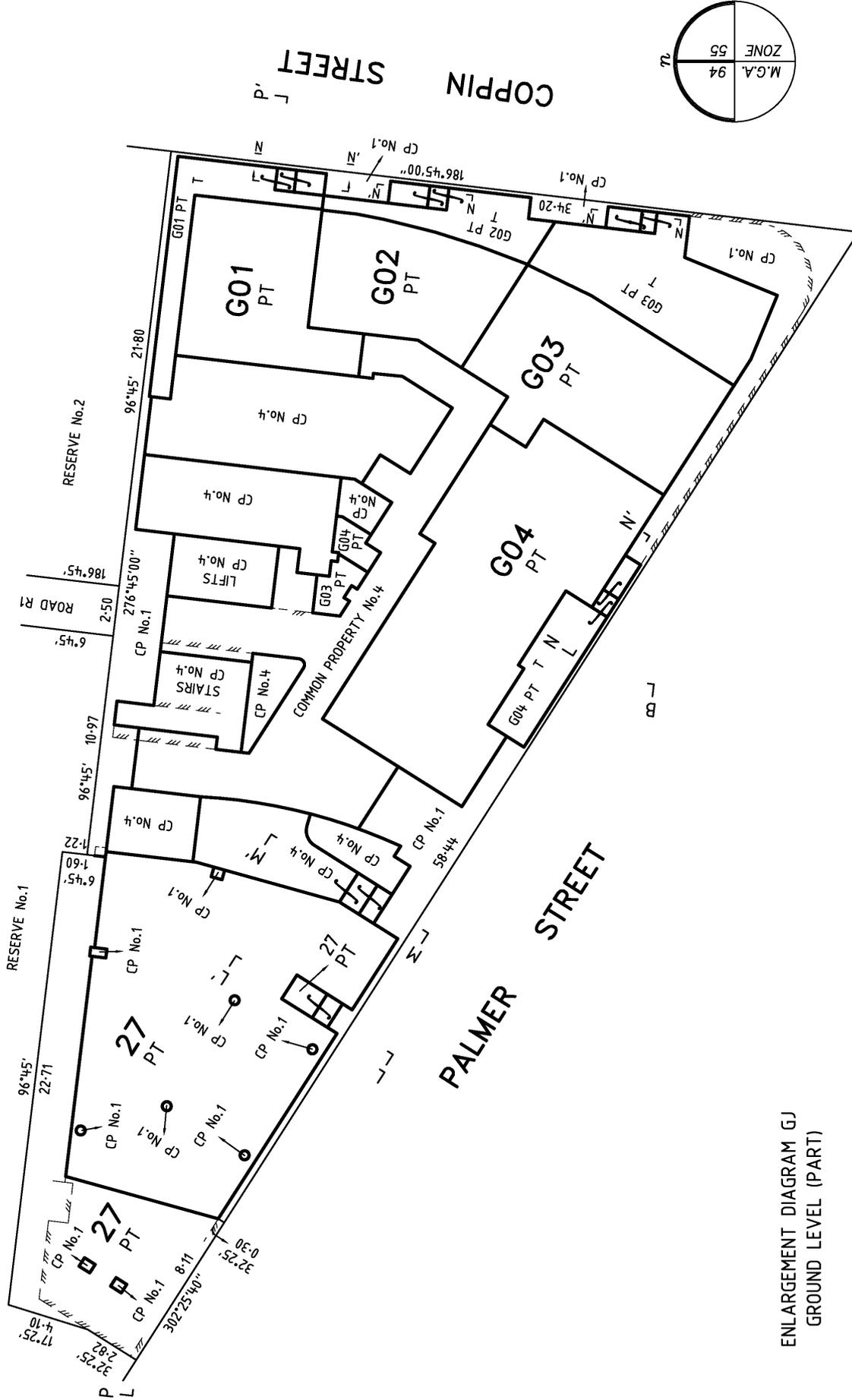
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PS 640914E

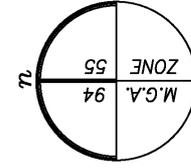
PLAN OF SUBDIVISION

SEE ENLARGEMENT DIAGRAM GK

SEE DIAGRAM G



ENLARGEMENT DIAGRAM GJ
 GROUND LEVEL (PART)



SCALE 1:200
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 SHEET 15

LENGTHS ARE IN METRES
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LICENSED SURVEYOR ADRIAN A. THOMAS

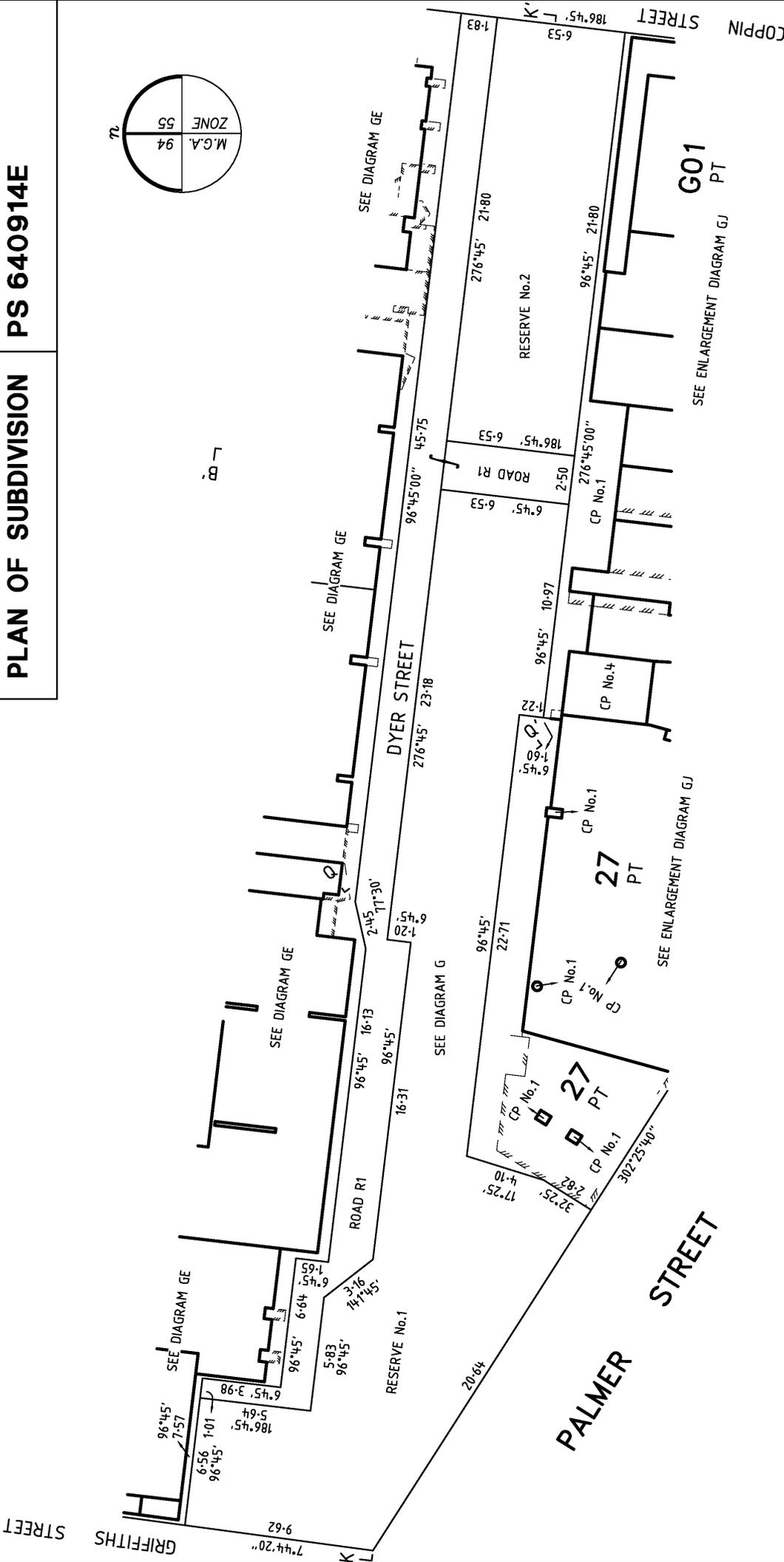
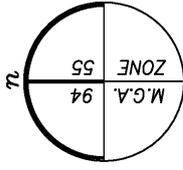
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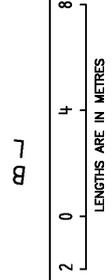
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PLAN OF SUBDIVISION

PS 640914E



ENLARGEMENT DIAGRAM GK
GROUND LEVEL (PART)



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		SHEET	16

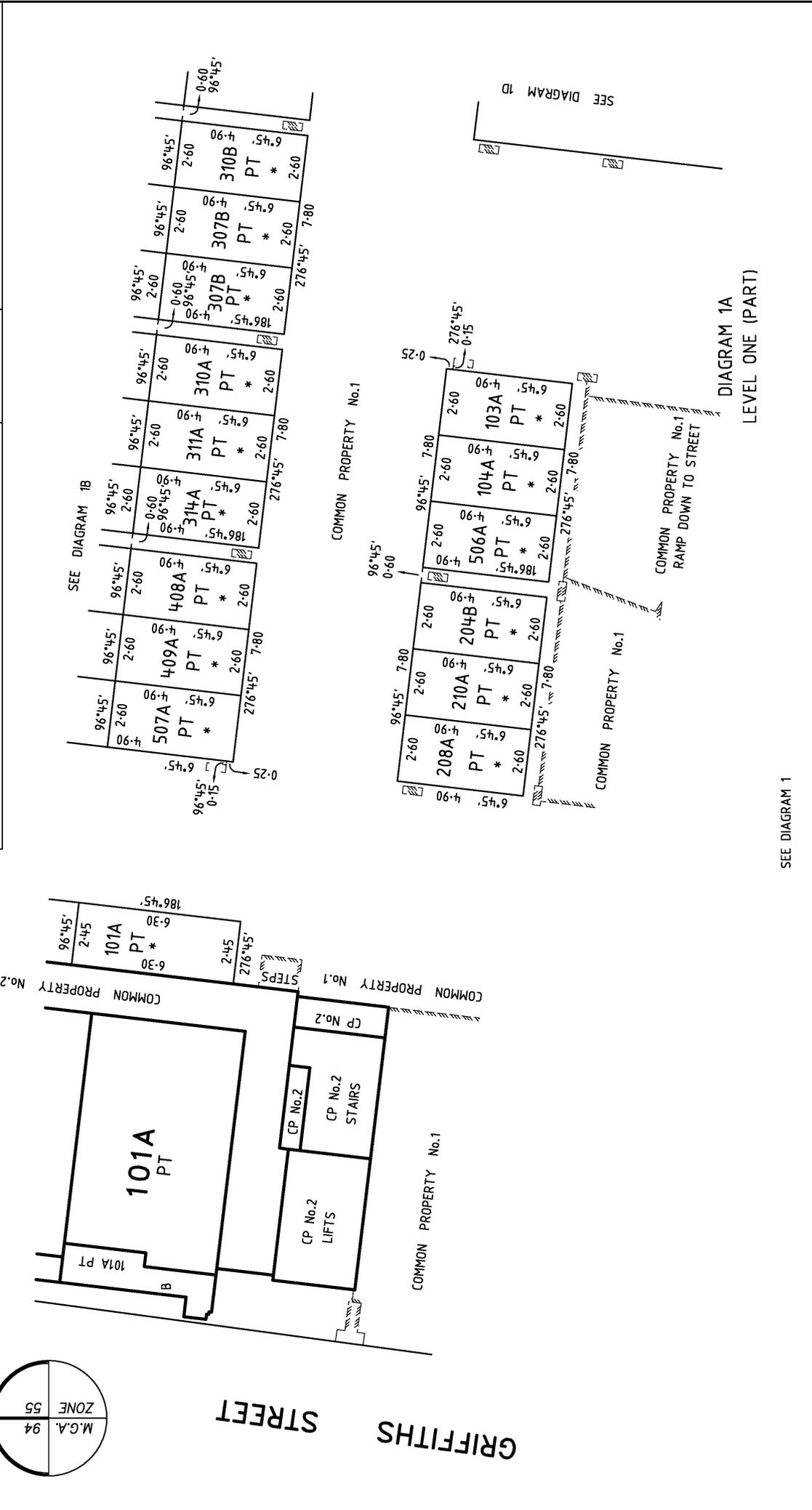
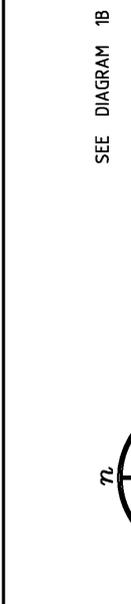
LICENSED SURVEYOR	ADRIAN A. THOMAS
DATE	REFERENCE 7431
VERSION	E
DRAWING	743103AE



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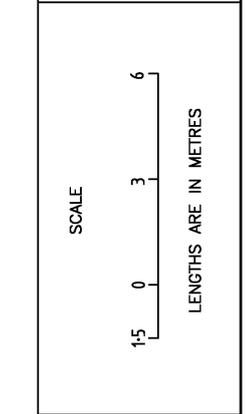
Stage No. _____ Plan Number
PS 640914E



Sheet 18

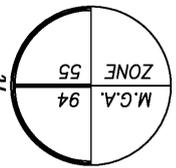
DATE / /
 COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 7431003
 DWG 743100AJ
 VERSION J



ORIGINAL SCALE SHEET SIZE
 1:150 A3

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STREET GRIFFITHS

Plan Number
PS 640914E

Stage No.

PLAN OF SUBDIVISION

Highett Street

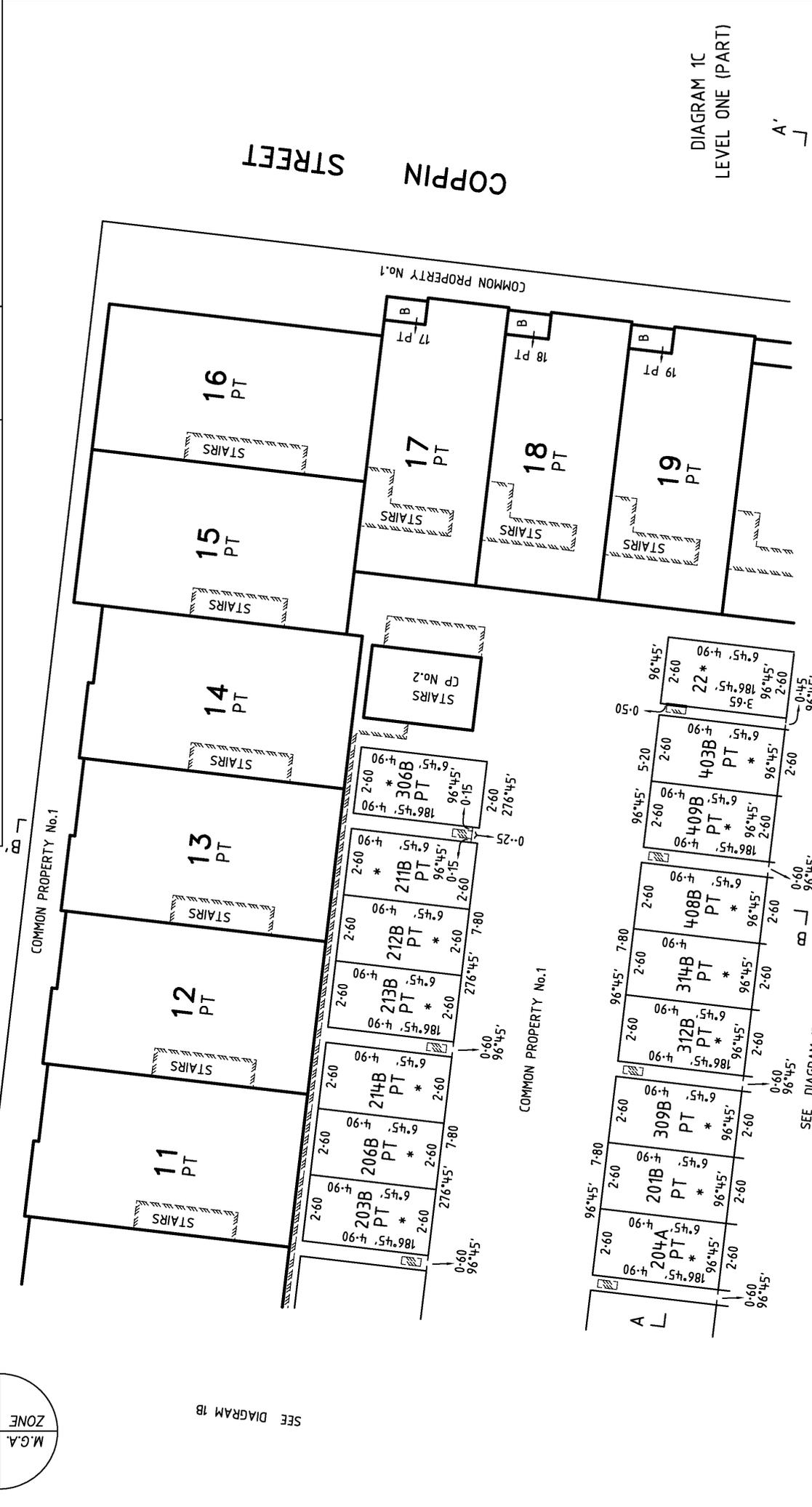


DIAGRAM 1C
 LEVEL ONE (PART)

A' J

Sheet 20

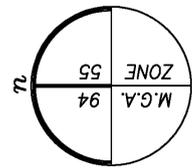
DATE / /
 COUNCIL DELEGATE SIGNATURE

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
 SIGNATURE DIGITALLY SIGNED DATE / /
 REF 7431003
 DWG 743100AJ
 VERSION J

SCALE
 1:50
 1.5 0 3 6
 LENGTHS ARE IN METRES

ORIGINAL
 SCALE SHEET SIZE
 1:150 A3

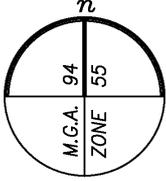
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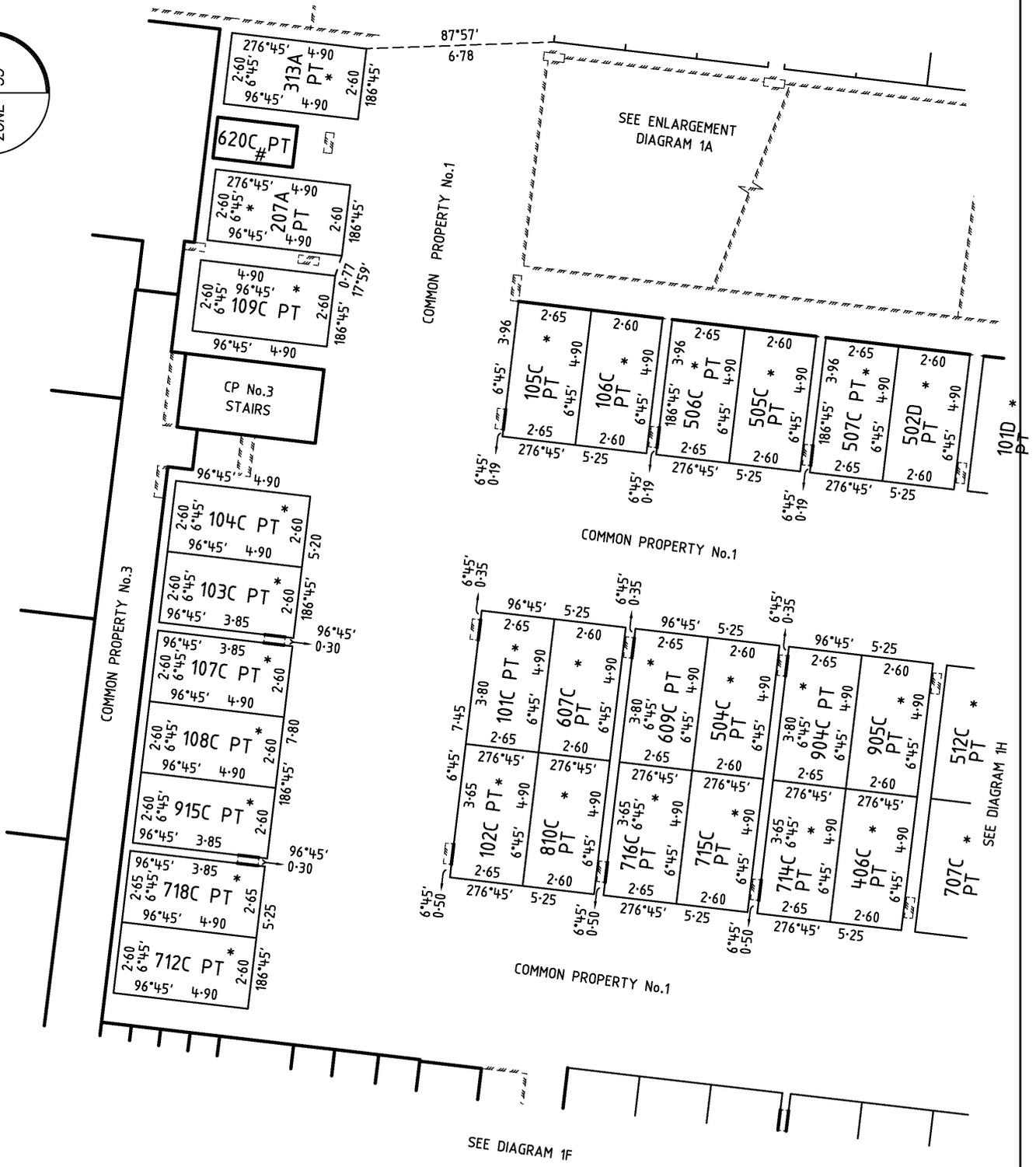
SEE DIAGRAM 1B

PLAN OF SUBDIVISION

PS 640914E



SEE DIAGRAM 1E



ENLARGEMENT DIAGRAM 1G LEVEL ONE (PART)

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LICENSED SURVEYOR ADRIAN A. THOMAS

SCALE
1:150



DATE REFERENCE 7431
 VERSION E DRAWING 743100AE

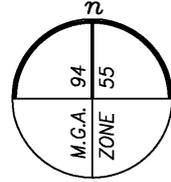
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SHEET 24

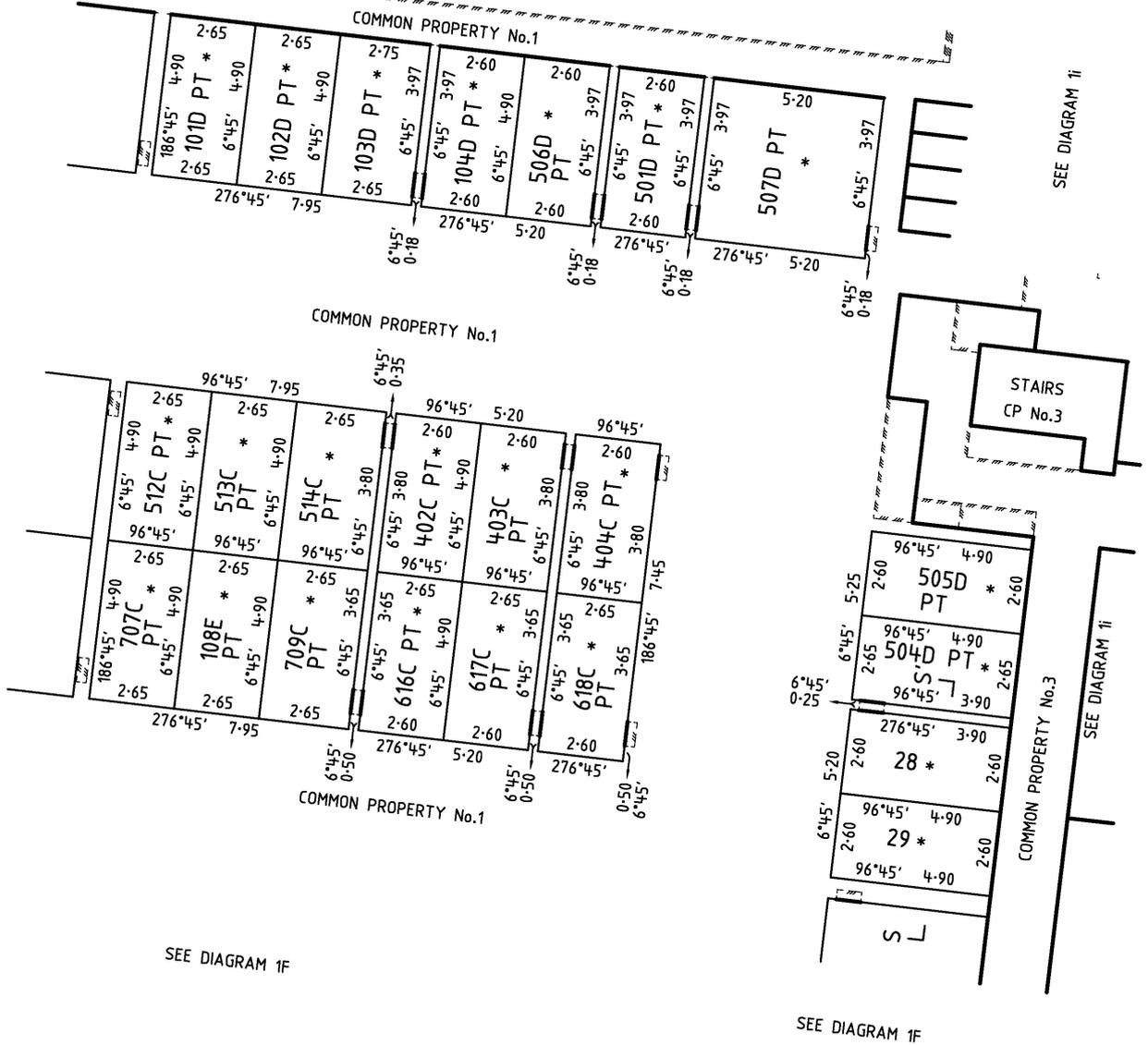
PLAN OF SUBDIVISION

PS 640914E

SEE DIAGRAM 1G



SEE ENLARGEMENT DIAGRAM 1D



SEE DIAGRAM 1G

SEE DIAGRAM 1F

SEE DIAGRAM 1F

SEE DIAGRAM 1I

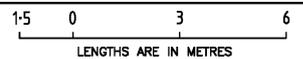
ENLARGEMENT DIAGRAM 1H
LEVEL ONE (PART)

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SCALE
1:150

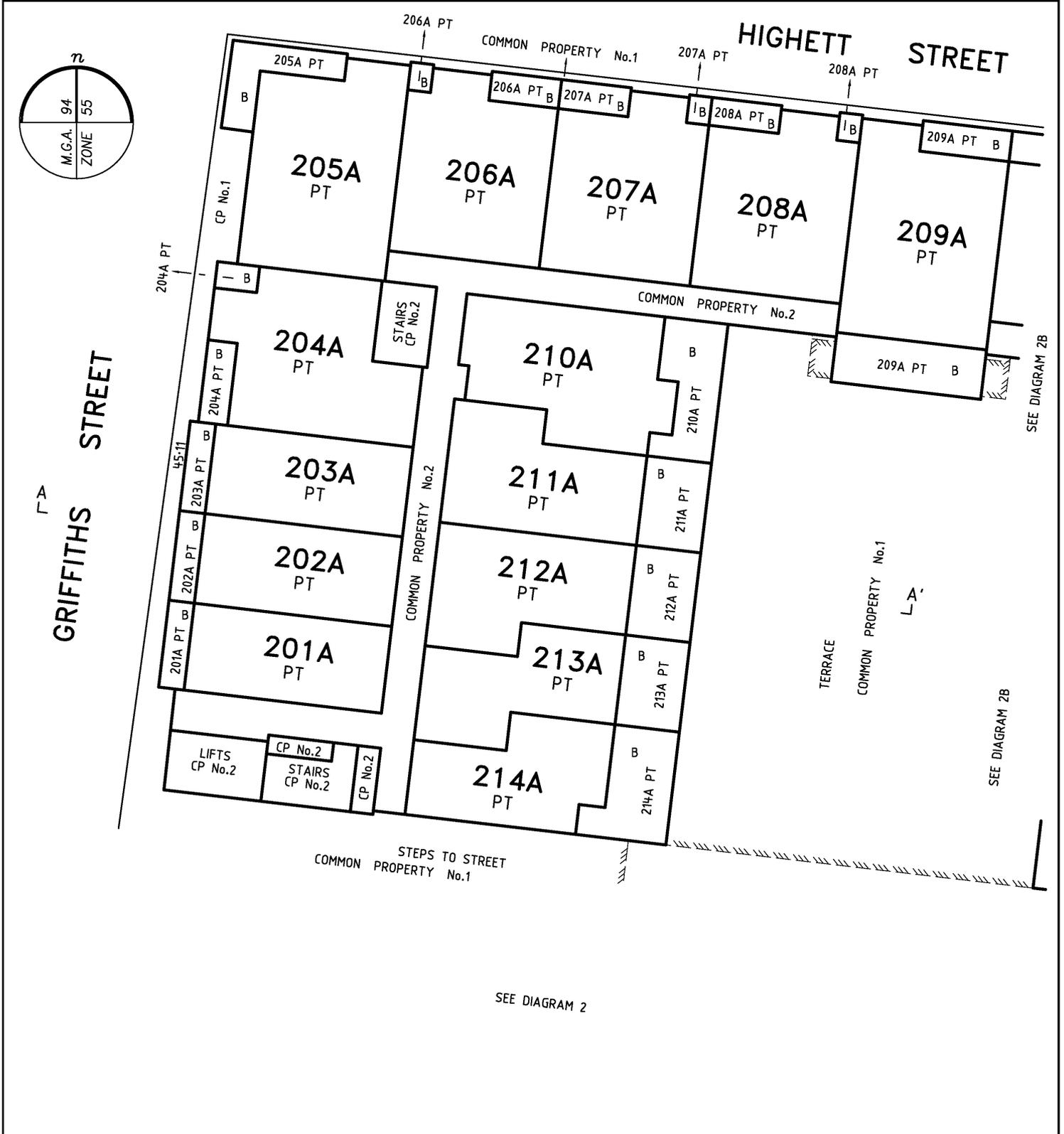


DATE REFERENCE 7431
 VERSION E DRAWING 743100AE

ORIGINAL SHEET SIZE A3

SHEET 25

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 640914E
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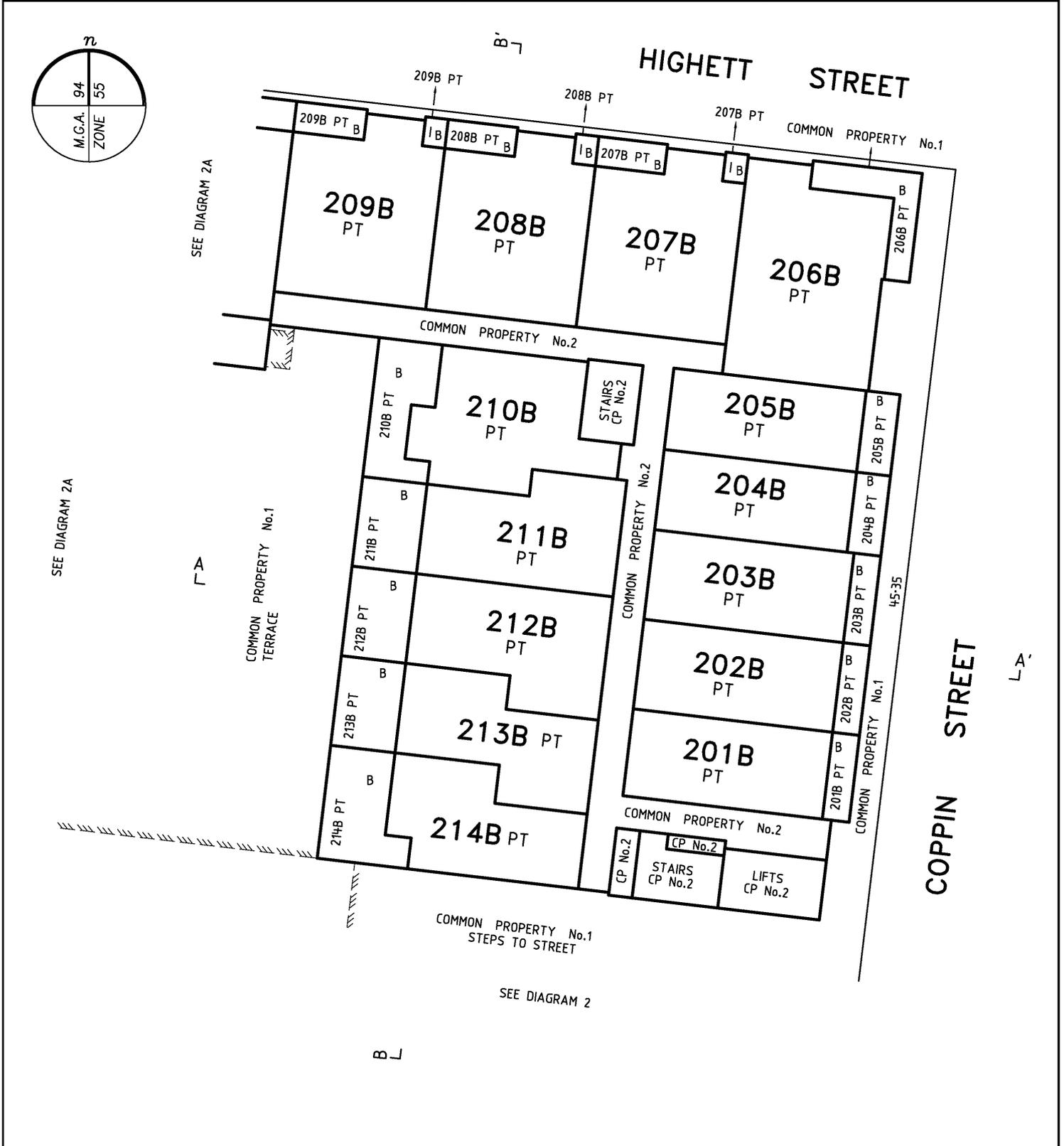


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DIAGRAM 2A
LEVEL TWO (PART)

ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS	Sheet 28
SCALE 1:200	 LENGTHS ARE IN METRES	SIGNATURE DATE / /	DATE / /
SHEET SIZE A3		REF 7431003 DWG 743100AJ	COUNCIL DELEGATE SIGNATURE
		VERSION J	Original sheet size A3

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 640914E
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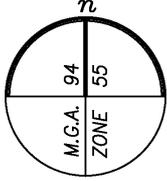


DIAGRAM 2B
LEVEL TWO (PART)

ORIGINAL	SCALE	LICENCED SURVEYOR (PRINT) ADRIAN A. THOMAS	Sheet 29
SCALE 1:200	 LENGTHS ARE IN METRES	SIGNATURE DATE / /	DATE / /
SHEET SIZE A3		REF 7431003 DWG 743100AJ	COUNCIL DELEGATE SIGNATURE
		VERSION J	Original sheet size A3

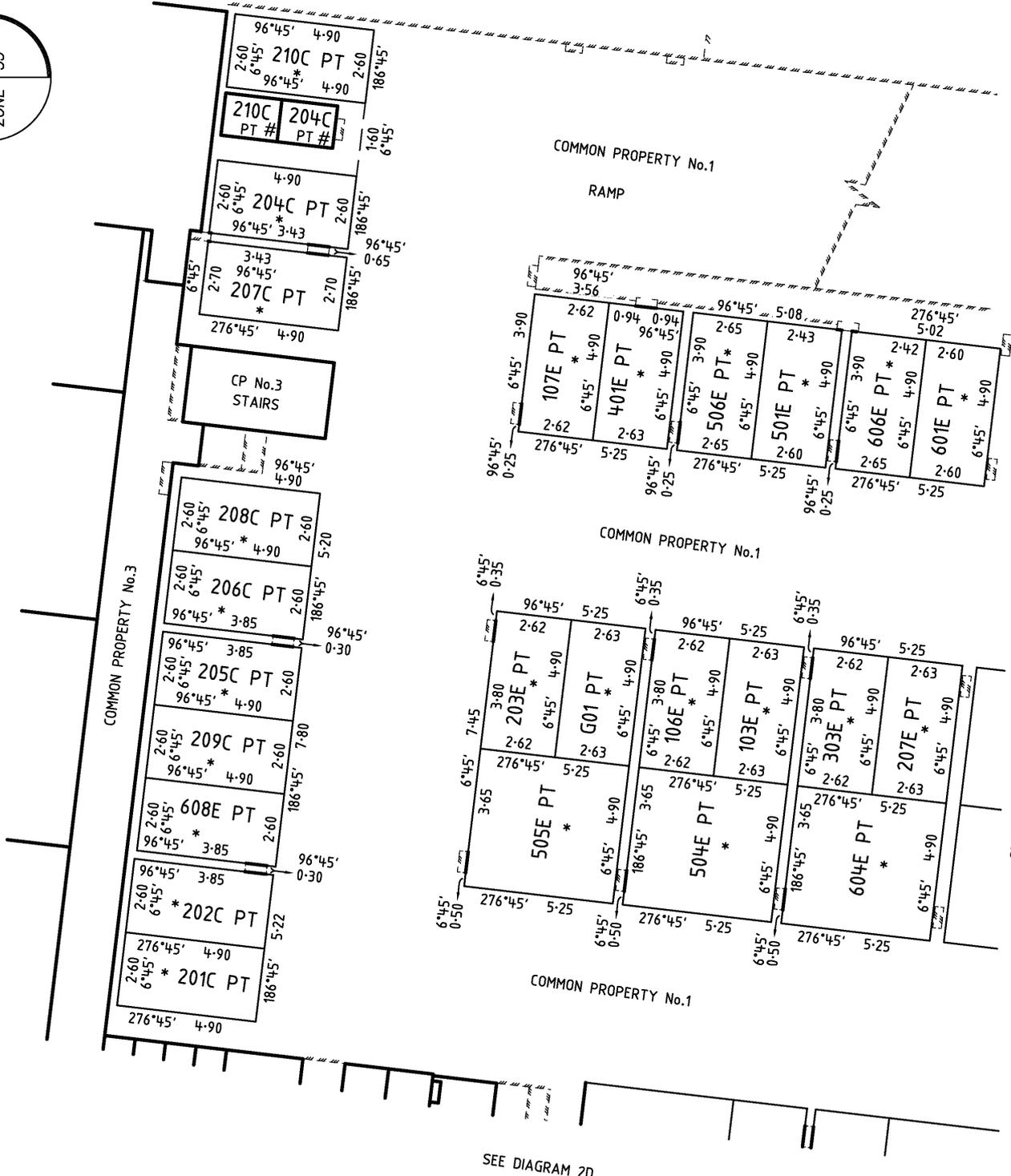
PLAN OF SUBDIVISION

PS 640914E



SEE ENLARGEMENT DIAGRAM 2A

SEE DIAGRAM 2C



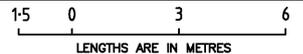
ENLARGEMENT DIAGRAM 2E LEVEL TWO (PART)

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LICENSED SURVEYOR ADRIAN A. THOMAS

SCALE
1:150



DATE REFERENCE 7431
 VERSION E DRAWING 743100AE

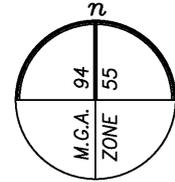
ORIGINAL SHEET SIZE A3

SHEET 32

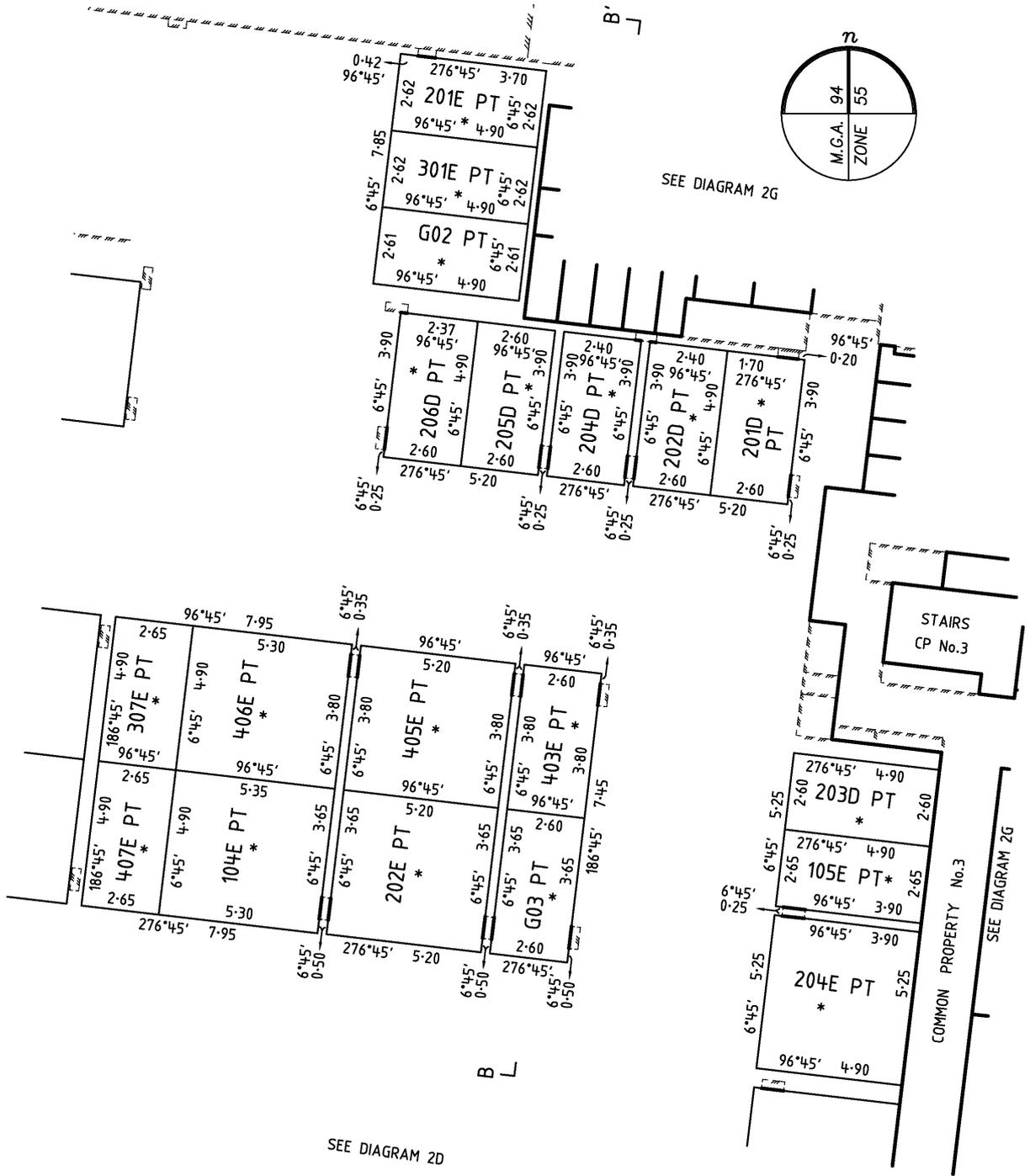
PLAN OF SUBDIVISION

PS 640914E

SEE DIAGRAM 2E



SEE DIAGRAM 2G



SEE DIAGRAM 2E

SEE DIAGRAM 2D

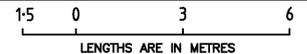
ENLARGEMENT DIAGRAM 2F
LEVEL TWO (PART)

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LICENSED SURVEYOR ADRIAN A. THOMAS

SCALE
1:150



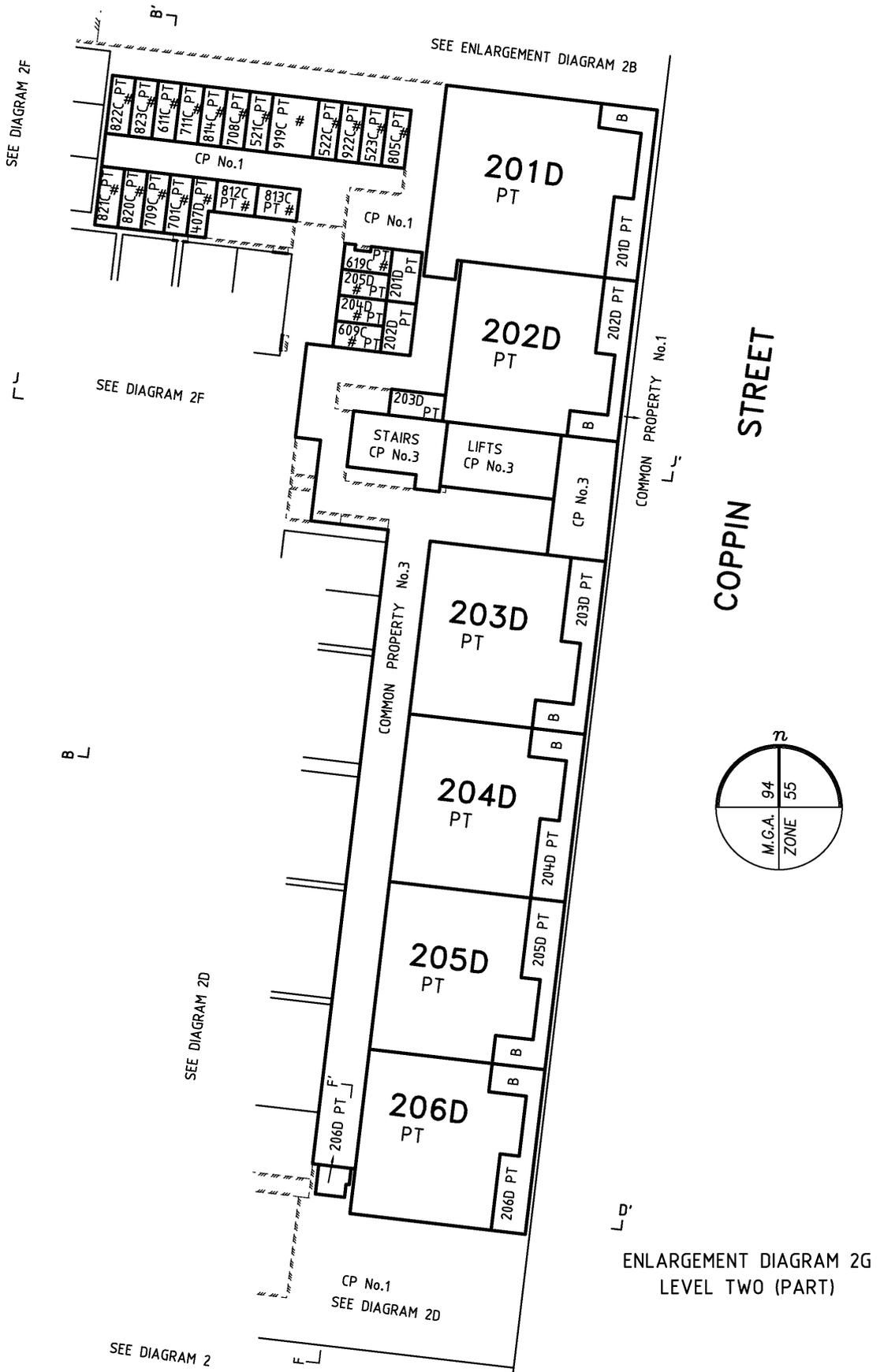
DATE REFERENCE 7431
 VERSION E DRAWING 743100AE

ORIGINAL SHEET SIZE A3

SHEET 33

PLAN OF SUBDIVISION

PS 640914E

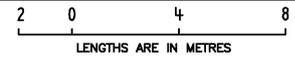


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LICENSED SURVEYOR ADRIAN A. THOMAS

SCALE 1:200



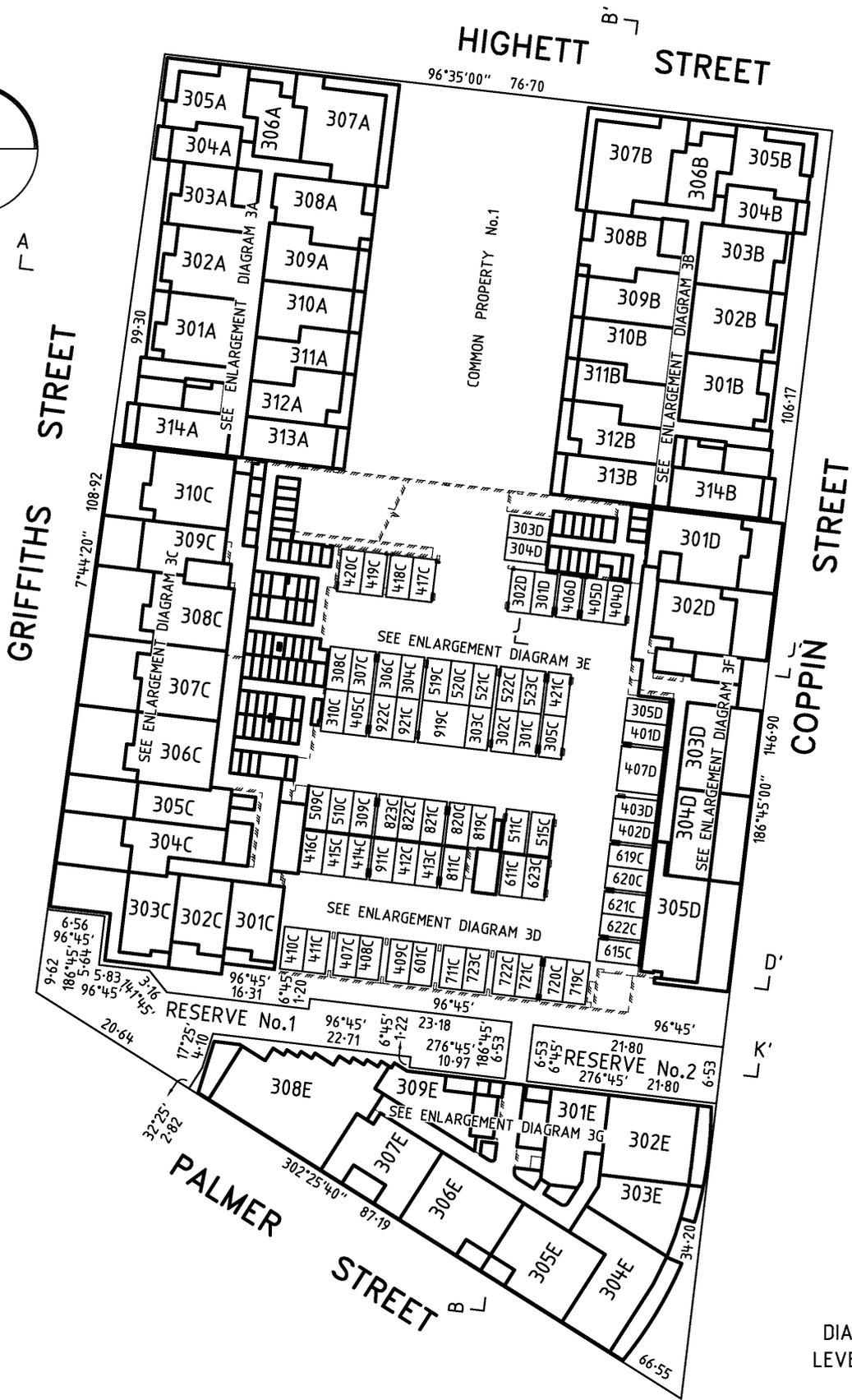
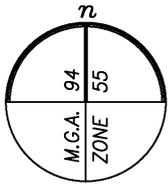
DATE REFERENCE 7431
 VERSION E DRAWING 743100AE

ORIGINAL SHEET SIZE A3

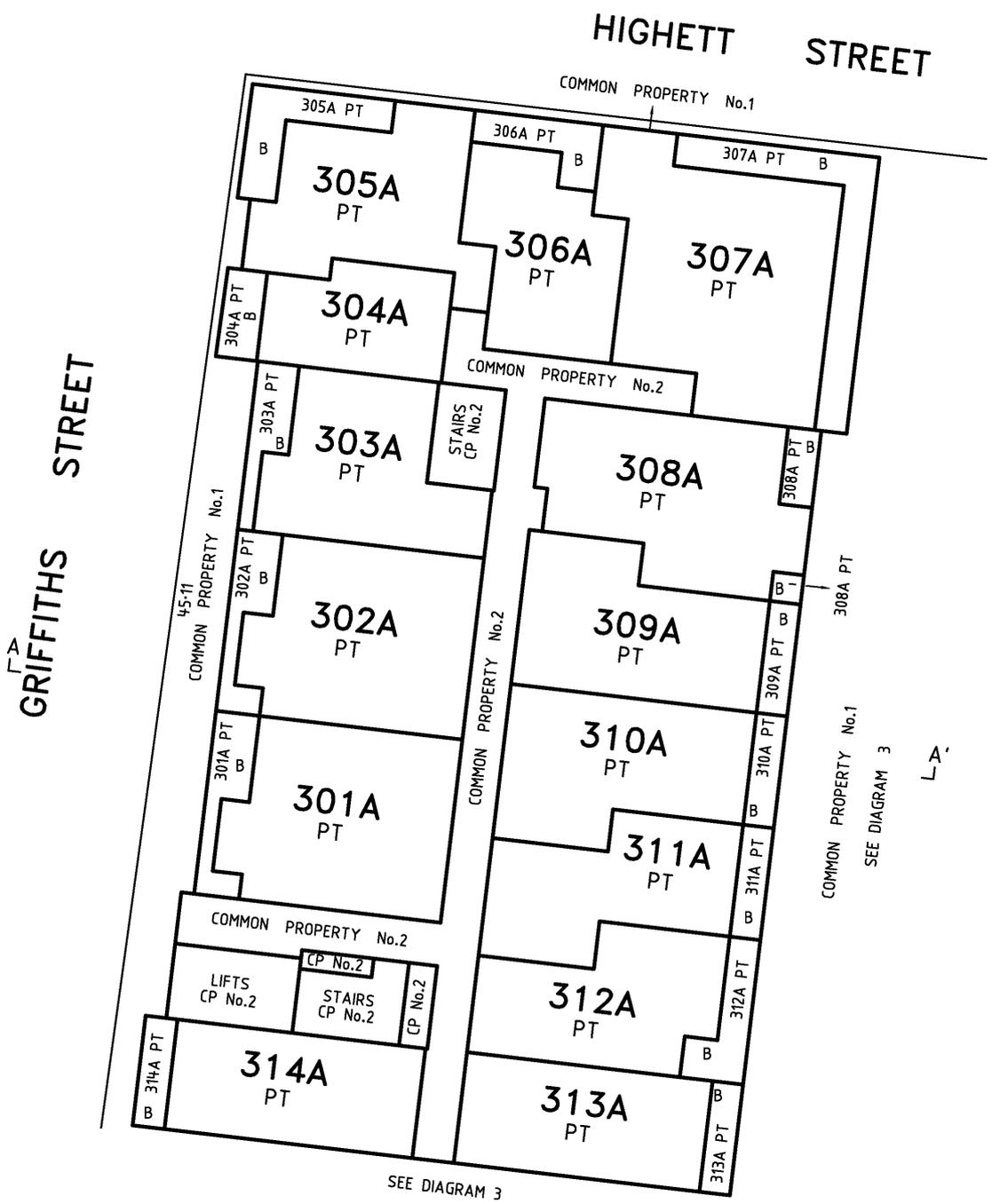
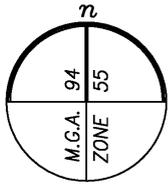
SHEET 34

PLAN OF SUBDIVISION

PS 640914E



PLAN OF SUBDIVISION	Stage No.	Plan Number PS 640914E
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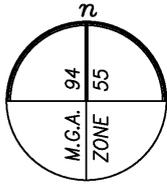


DIAGRAM 3A
LEVEL THREE (PART)

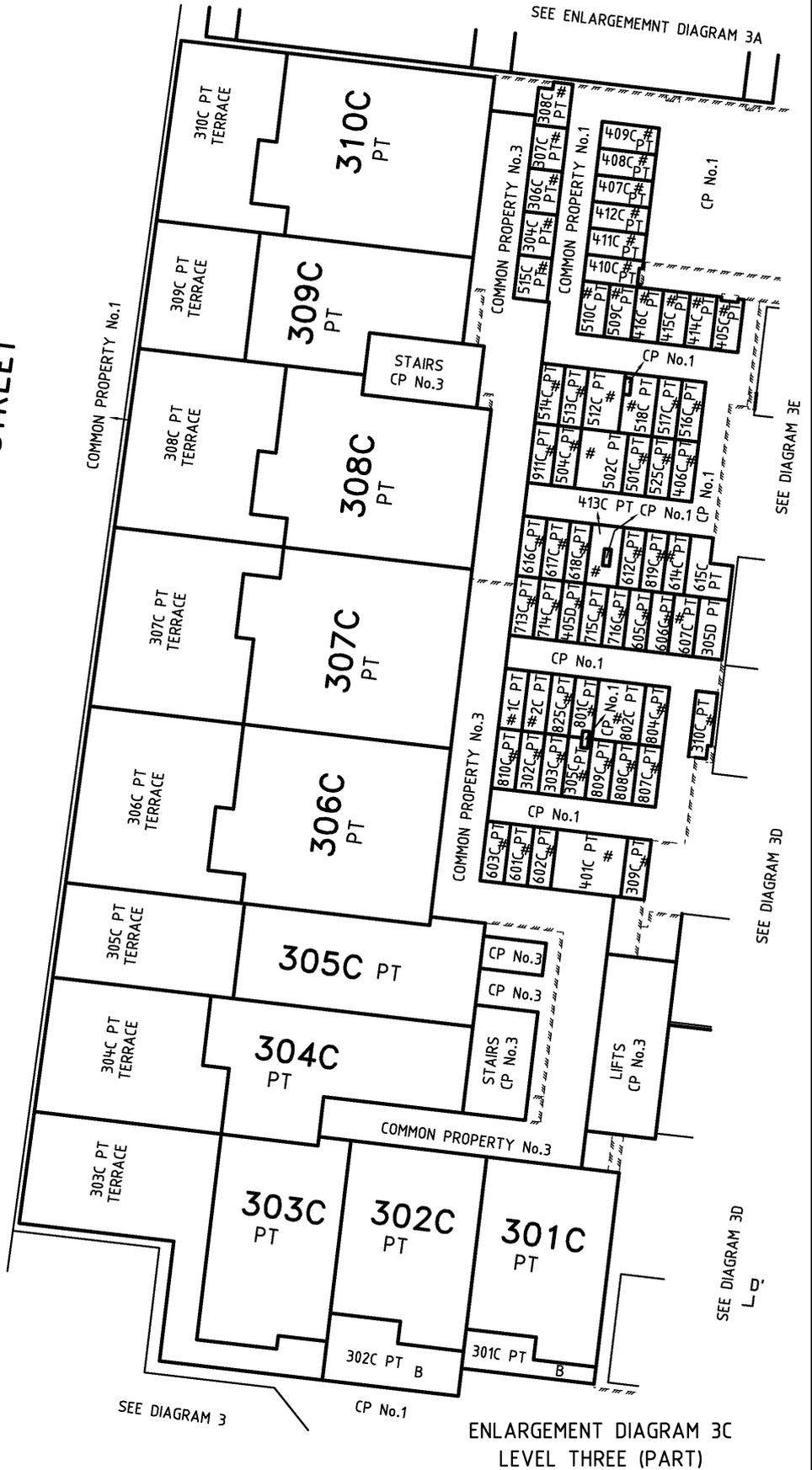
ORIGINAL	SCALE	LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS	Sheet 37
SCALE 1:200	 LENGTHS ARE IN METRES	SIGNATURE _____ DATE / /	DATE / /
SHEET SIZE A3		REF 7431003 DWG 743100AJ	COUNCIL DELEGATE SIGNATURE _____
		VERSION J	Original sheet size A3

PLAN OF SUBDIVISION

PS 640914E



GRIFFITHS STREET



ENLARGEMENT DIAGRAM 3C
LEVEL THREE (PART)

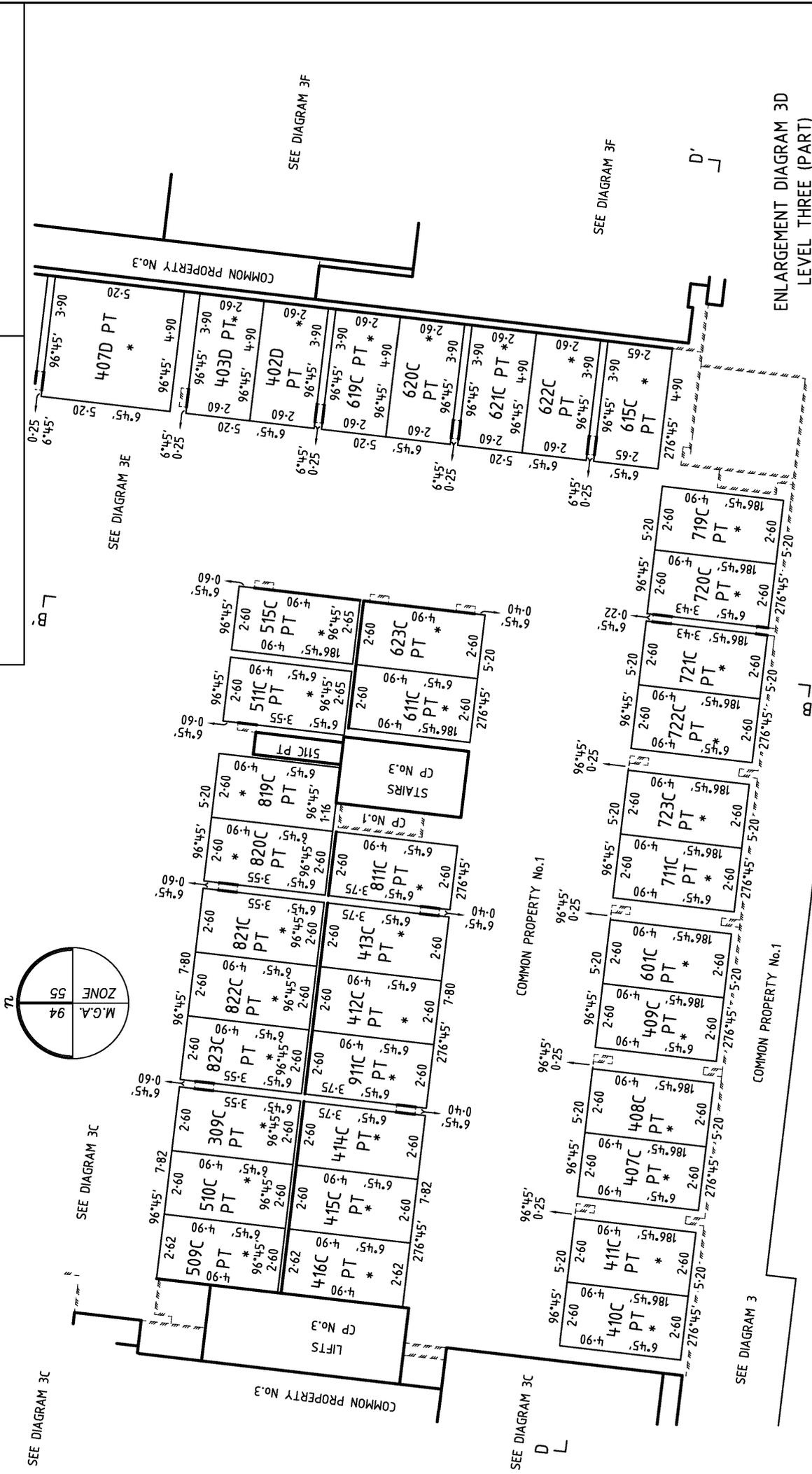
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LICENSED SURVEYOR ADRIAN A. THOMAS	SCALE 1:200	2 0 4 8 LENGTHS ARE IN METRES
DATE	REFERENCE 7431	ORIGINAL SHEET SIZE A3
VERSION E	DRAWING 743100AE	SHEET 39

PS 640914E

PLAN OF SUBDIVISION



ENLARGEMENT DIAGRAM 3D
LEVEL THREE (PART)

 <p>Bosco Jonson Pty Ltd A.B.N. 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel (03) 9699 1400 Fax (03) 9699 5992</p>	<p>LICENSED SURVEYOR ADRIAN A. THOMAS</p>	<p>SCALE 1:150</p>	<p>ORIGINAL SHEET SIZE A3 SHEET 40</p>
	<p>DATE VERSION E</p>	<p>REFERENCE DRAWING</p>	<p>LENGTHS ARE IN METRES 1.5 0 3 6</p>

PLAN OF SUBDIVISION

PS 640914E

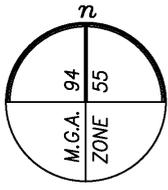


DIAGRAM 4
LEVEL FOUR

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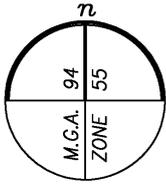
LICENSED SURVEYOR ADRIAN A. THOMAS	SCALE 1:500	5 0 10 20 LENGTHS ARE IN METRES
DATE	REFERENCE 7431	ORIGINAL SHEET SIZE A3
VERSION E	DRAWING 743100AE	SHEET 44

PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 640914E



GRIFFITHS STREET

HIGHETT STREET



SEE DIAGRAM 4

SEE DIAGRAM 4

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DIAGRAM 4A LEVEL FOUR (PART)

Sheet 45

ORIGINAL

SCALE

SCALE
1:200

SHEET SIZE
A3



LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS

SIGNATURE DIGITALLY SIGNED DATE / /

REF 7431003
 DWG 743100AJ

VERSION J

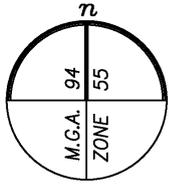
DATE / /

COUNCIL DELEGATE SIGNATURE

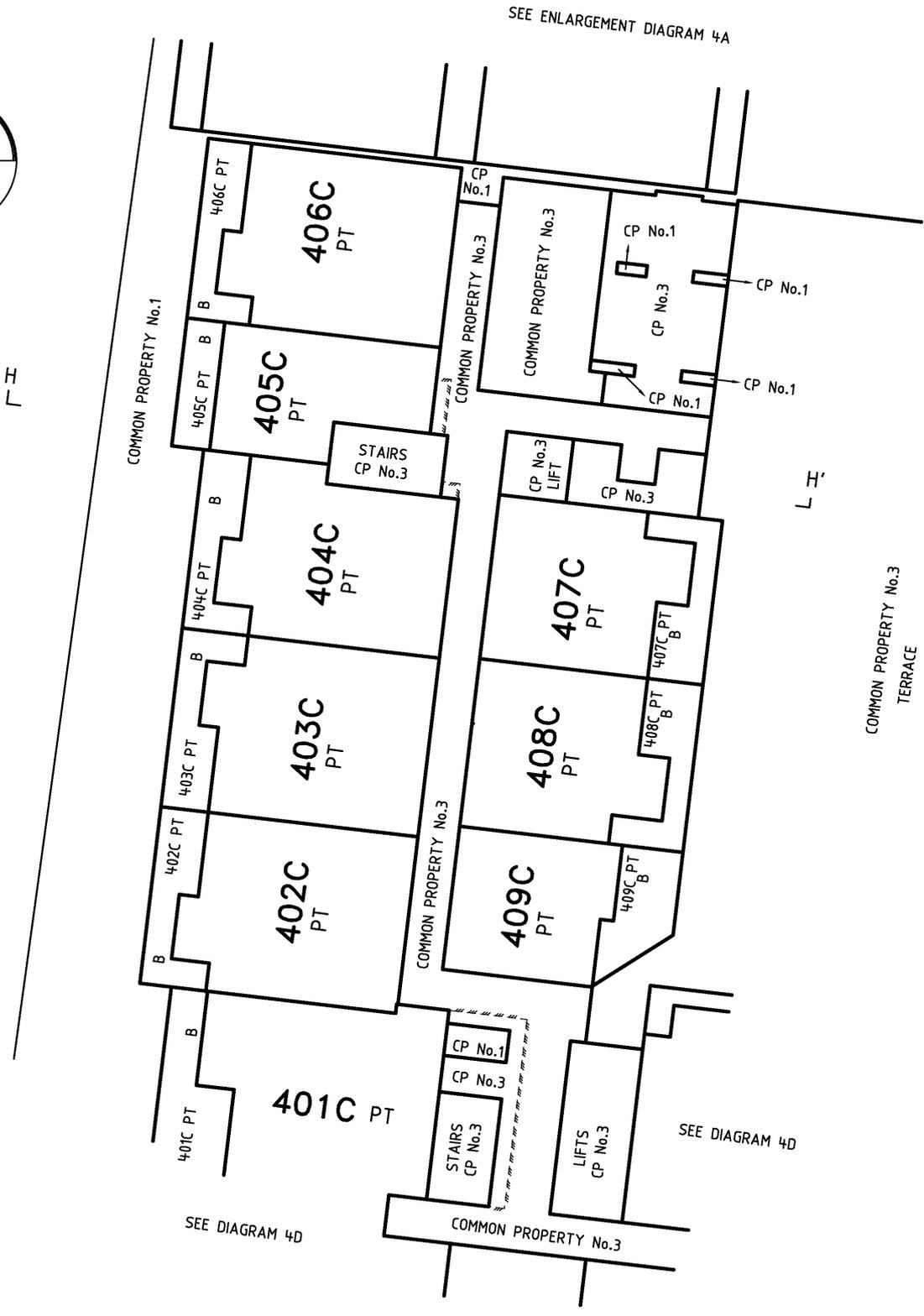
Original sheet size A3

PLAN OF SUBDIVISION

PS 640914E



GRIFFITHS STREET



SEE ENLARGEMENT DIAGRAM 4A

L.H.

COMMON PROPERTY No.3 TERRACE

SEE DIAGRAM 4D

SEE DIAGRAM 4D

SEE DIAGRAM 4D

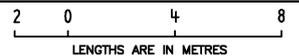
ENLARGEMENT DIAGRAM 4C
LEVEL FOUR (PART)

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LICENSED SURVEYOR ADRIAN A. THOMAS

SCALE
1:200



DATE
VERSION E

REFERENCE 7431
DRAWING 743100AE

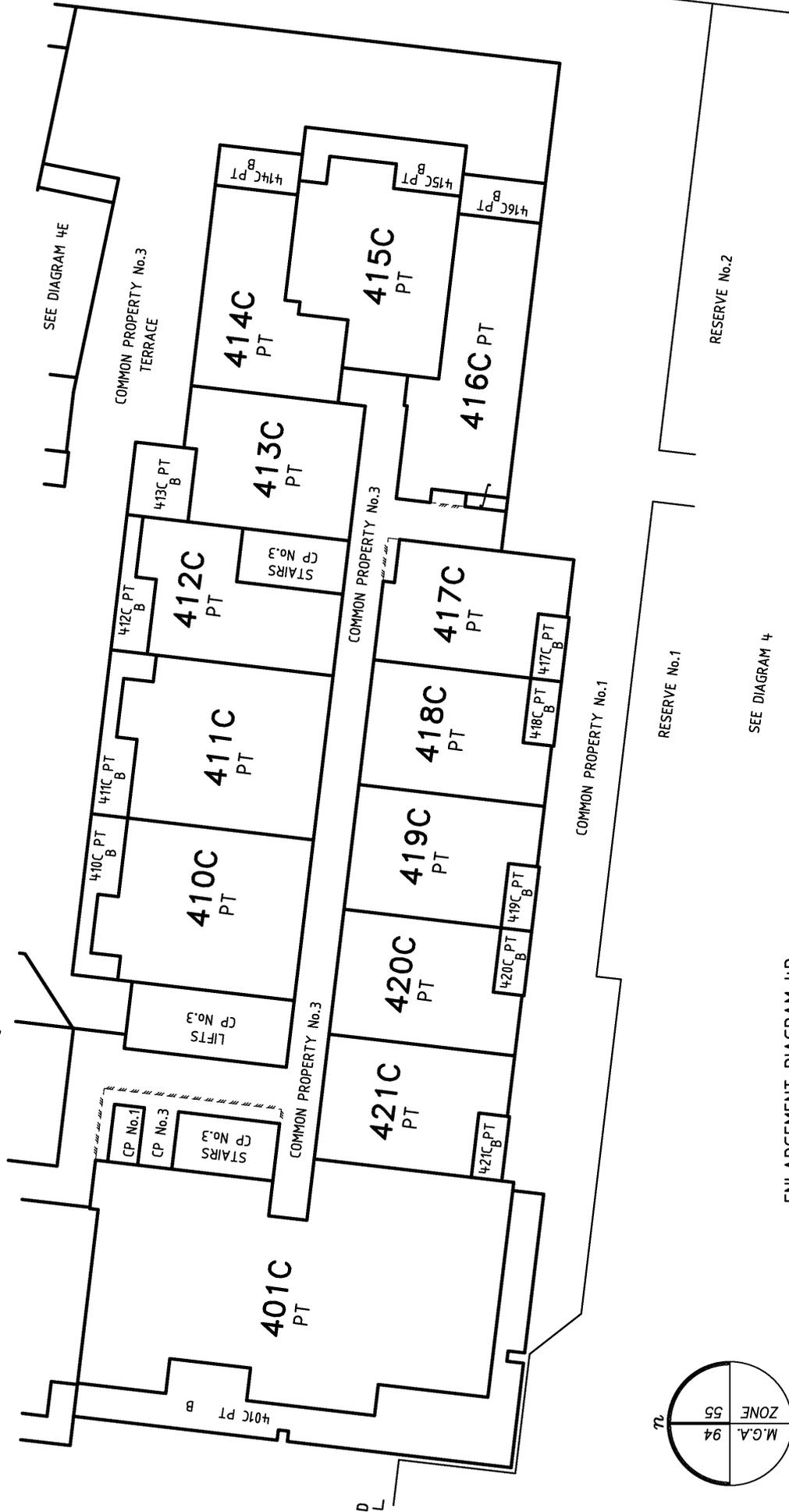
ORIGINAL SHEET SIZE A3
SHEET 47

PS 640914E

PLAN OF SUBDIVISION

SEE DIAGRAM 4E

SEE DIAGRAM 4C



ENLARGEMENT DIAGRAM 4D
LEVEL FOUR (PART)

SCALE 1:200
ORIGINAL SHEET SIZE A3
SHEET 48

LICENSED SURVEYOR ADRIAN A. THOMAS

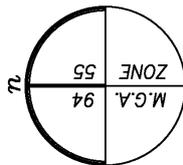
DATE REFERENCE 7431
VERSION E DRAWING 743100AE



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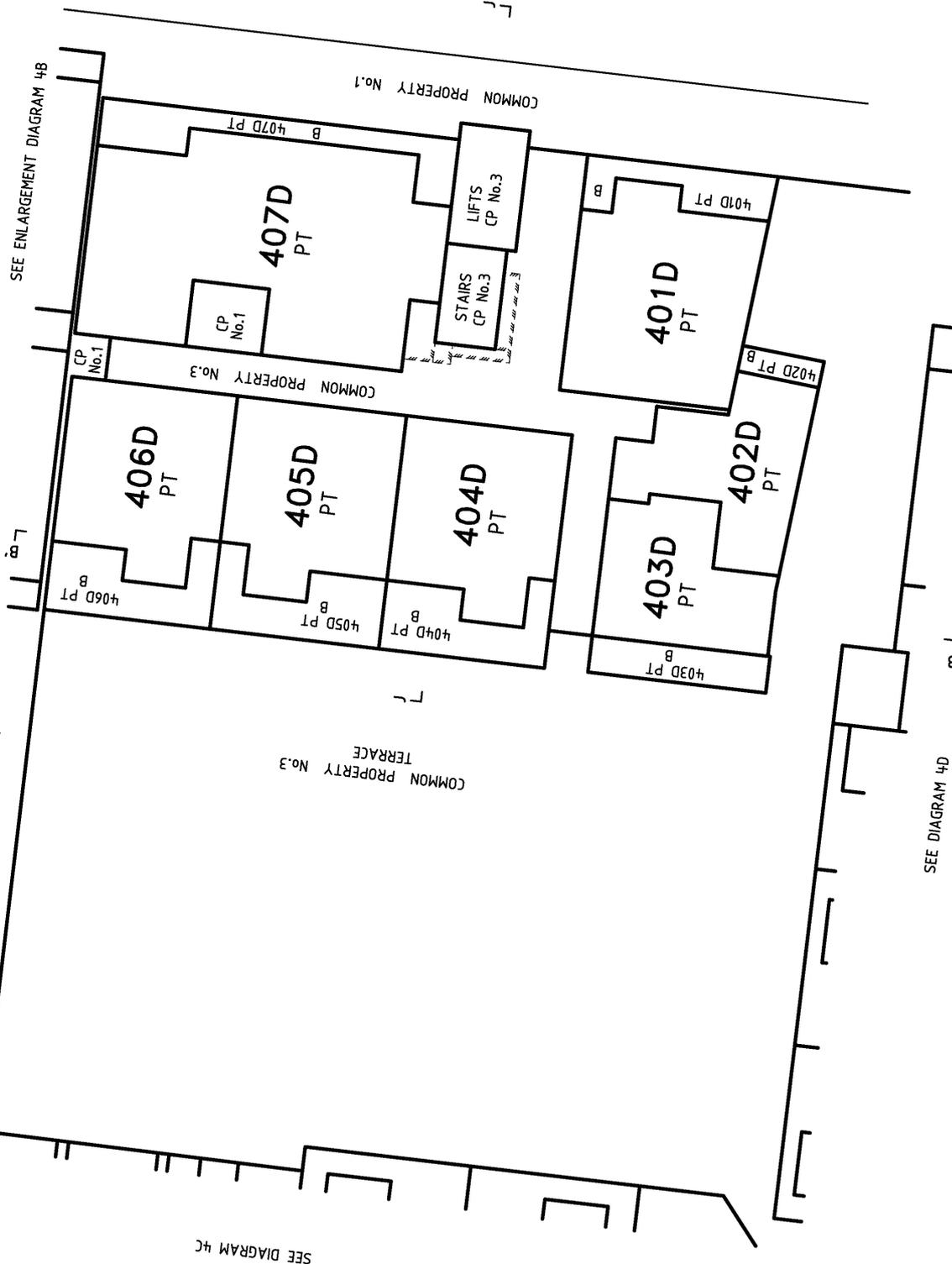
PS 640914E

PLAN OF SUBDIVISION



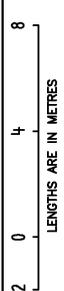
COPPIN STREET

ENLARGEMENT DIAGRAM 4E
LEVEL FOUR (PART)



ORIGINAL SHEET SIZE A3
SHEET 49

SCALE
1:200



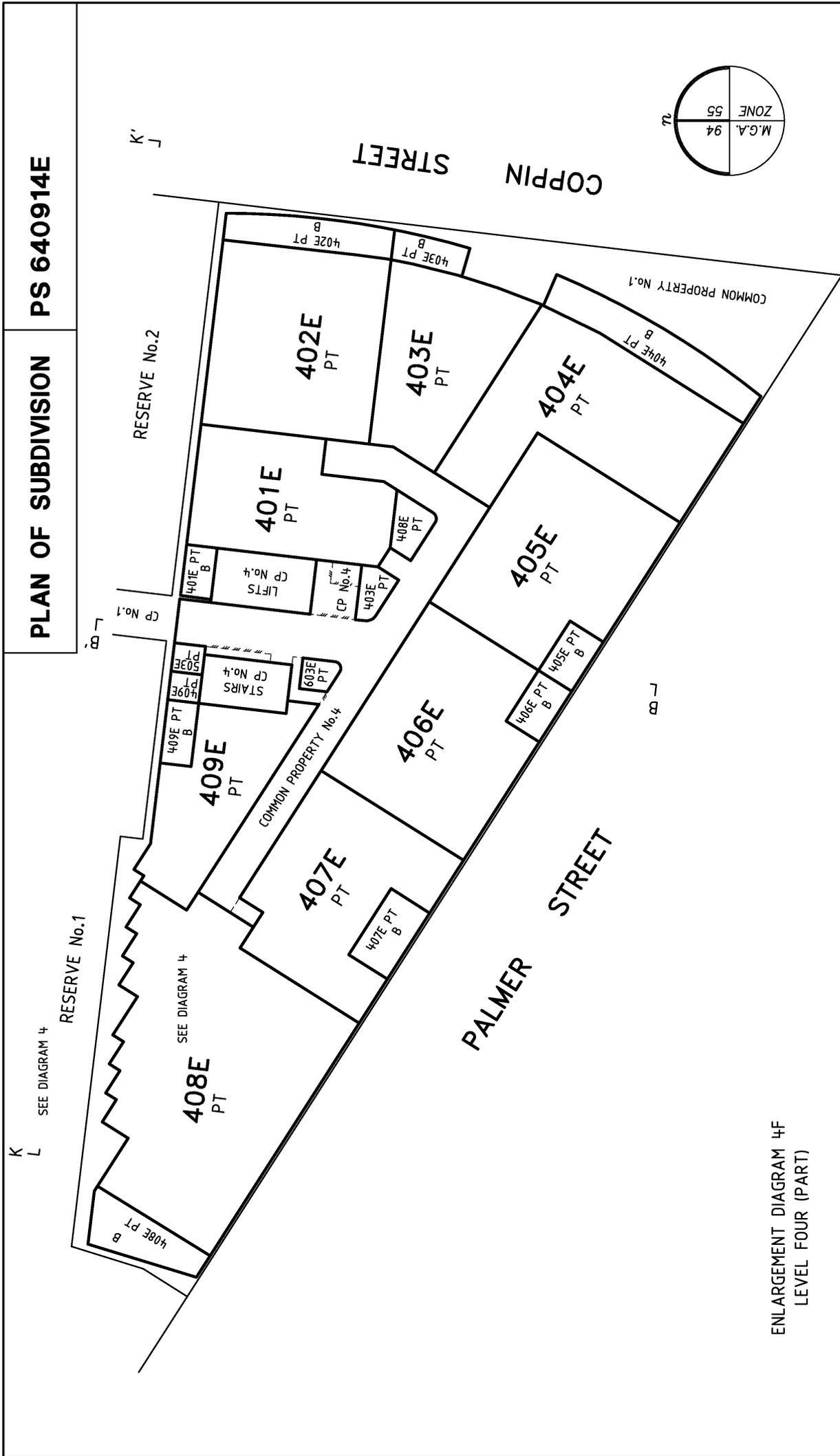
LICENSED SURVEYOR ADRIAN A. THOMAS

DATE REFERENCE 7431
VERSION E DRAWING 743100AE



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PLAN OF SUBDIVISION PS 640914E



ENLARGEMENT DIAGRAM 4F
LEVEL FOUR (PART)

ORIGINAL SHEET SIZE A3
SHEET 50

SCALE
1:200

2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR ADRIAN A. THOMAS

DATE 10/11/16 REFERENCE 7431

VERSION E DRAWING 743103AE



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PLAN OF SUBDIVISION

PS 640914E

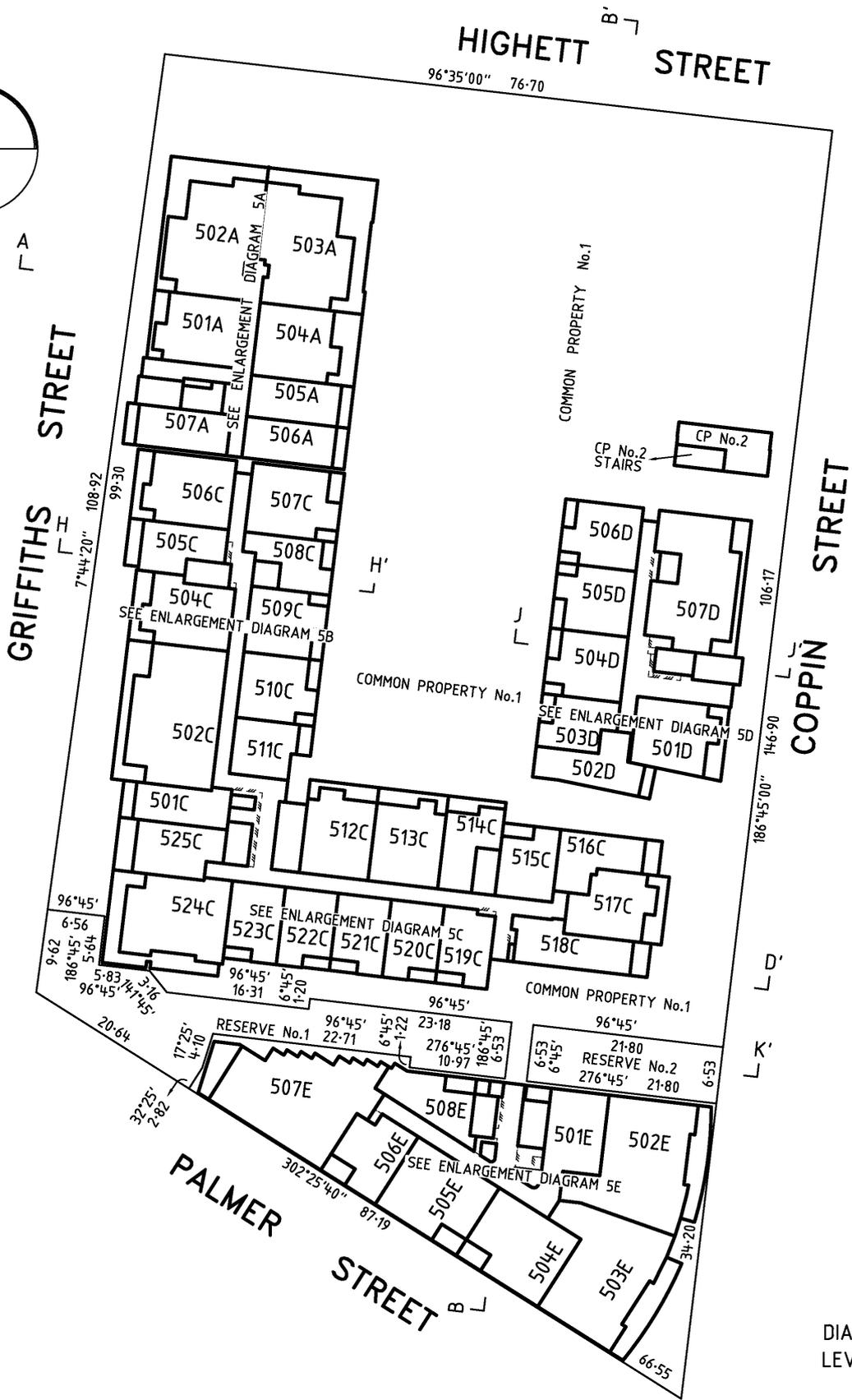
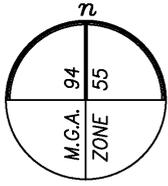


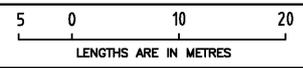
DIAGRAM 5
LEVEL FIVE

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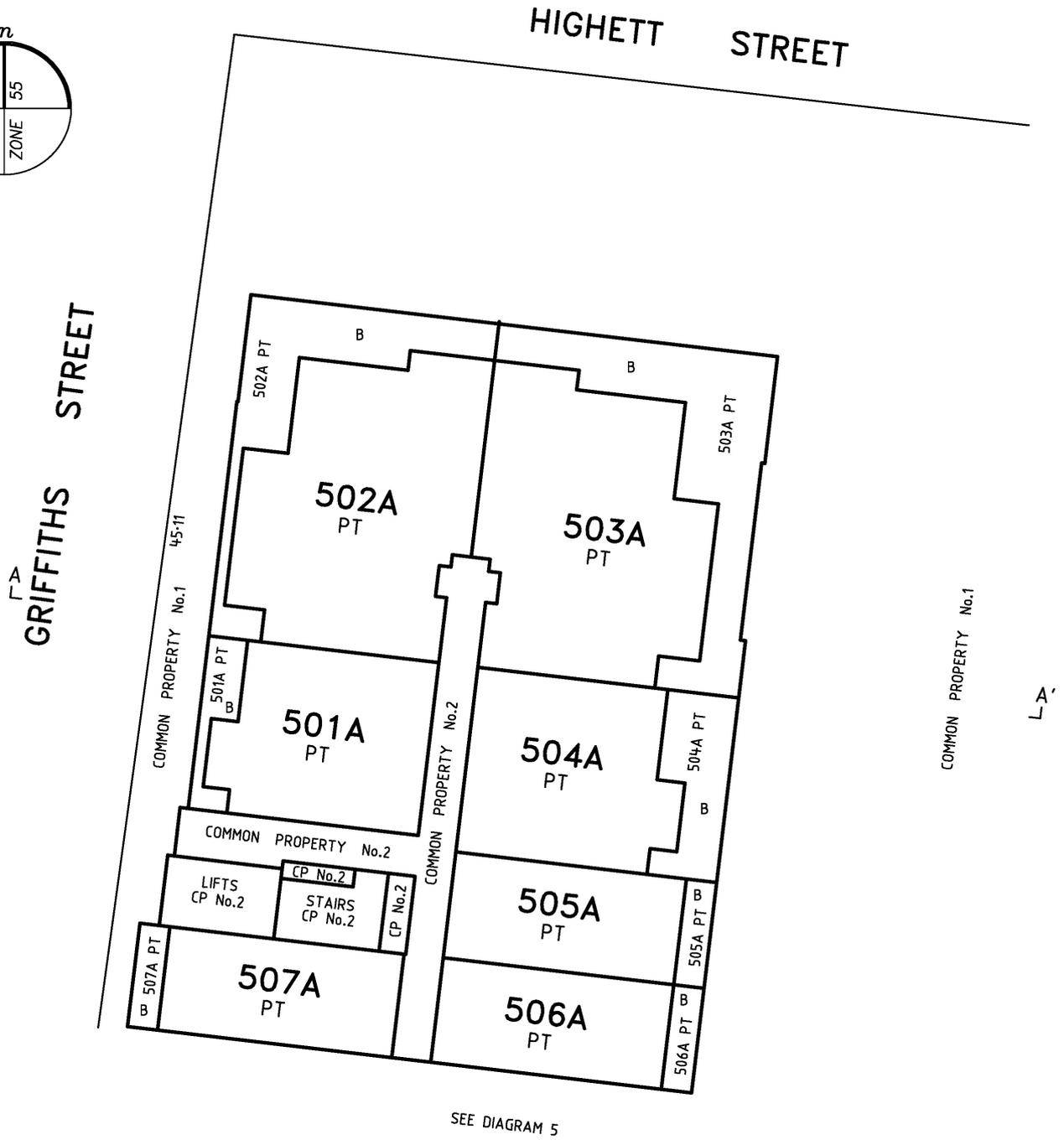
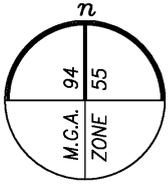
LICENSED SURVEYOR ADRIAN A. THOMAS
 DATE _____ REFERENCE 7431
 VERSION E DRAWING 743100AE

SCALE
1:500



ORIGINAL SHEET SIZE A3
SHEET 51

PLAN OF SUBDIVISION	Stage No.	Plan Number PS 640914E
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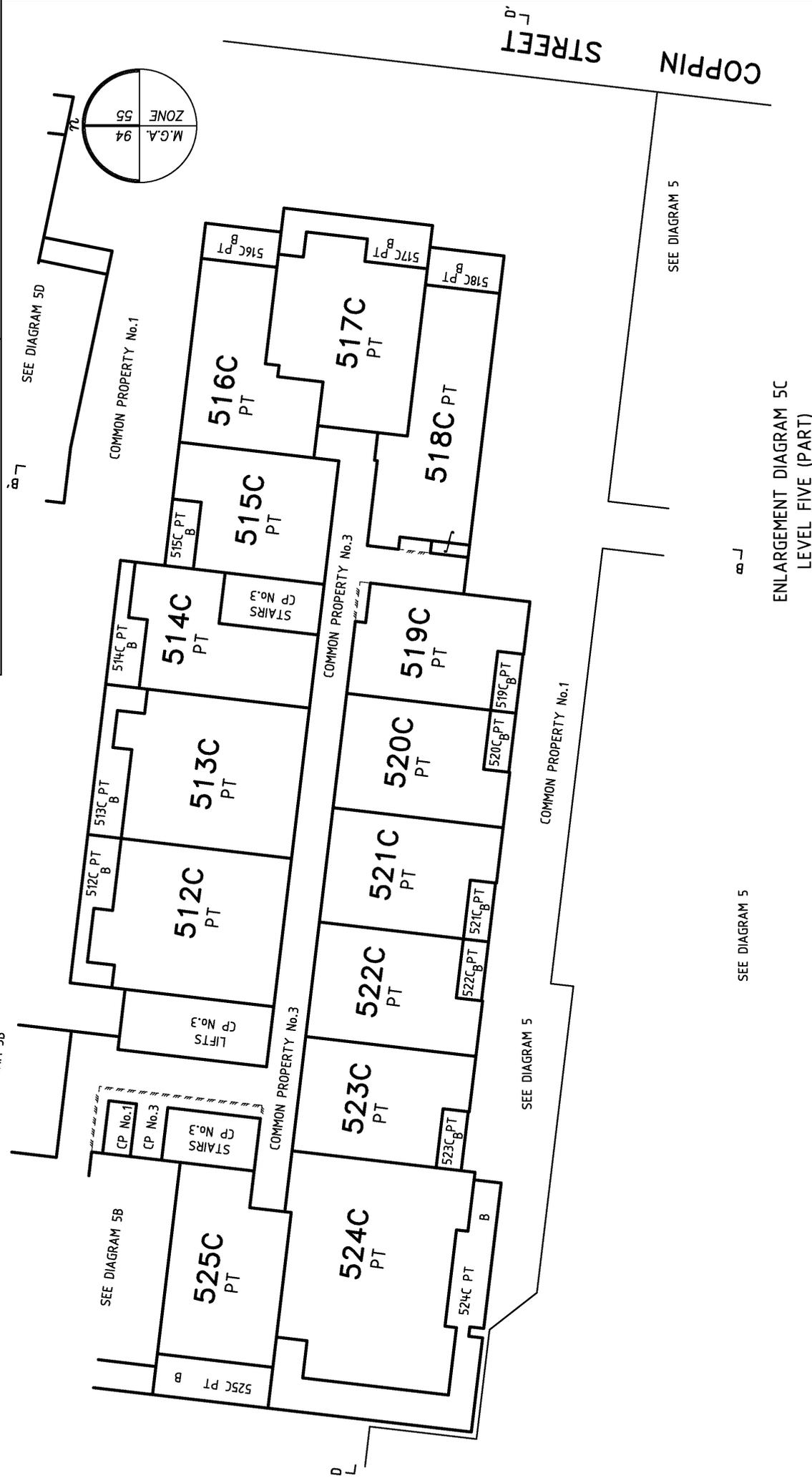


DIAGRAM 5A
 LEVEL FIVE (PART)

ORIGINAL		SCALE		LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS		Sheet 52	
SCALE	SHEET SIZE	2 0 4 8		SIGNATURE	DIGITALLY SIGNED	DATE	DATE
1:200	A3	LENGTHS ARE IN METRES		REF 7431003	VERSION J		
				DWG 743100AJ		COUNCIL DELEGATE SIGNATURE	
						Original sheet size A3	

PS 640914E

PLAN OF SUBDIVISION



ENLARGEMENT DIAGRAM 5C
LEVEL FIVE (PART)

SCALE	1:200	ORIGINAL SHEET SIZE A3
		SHEET 54

2	0	4	8
LENGTHS ARE IN METRES			

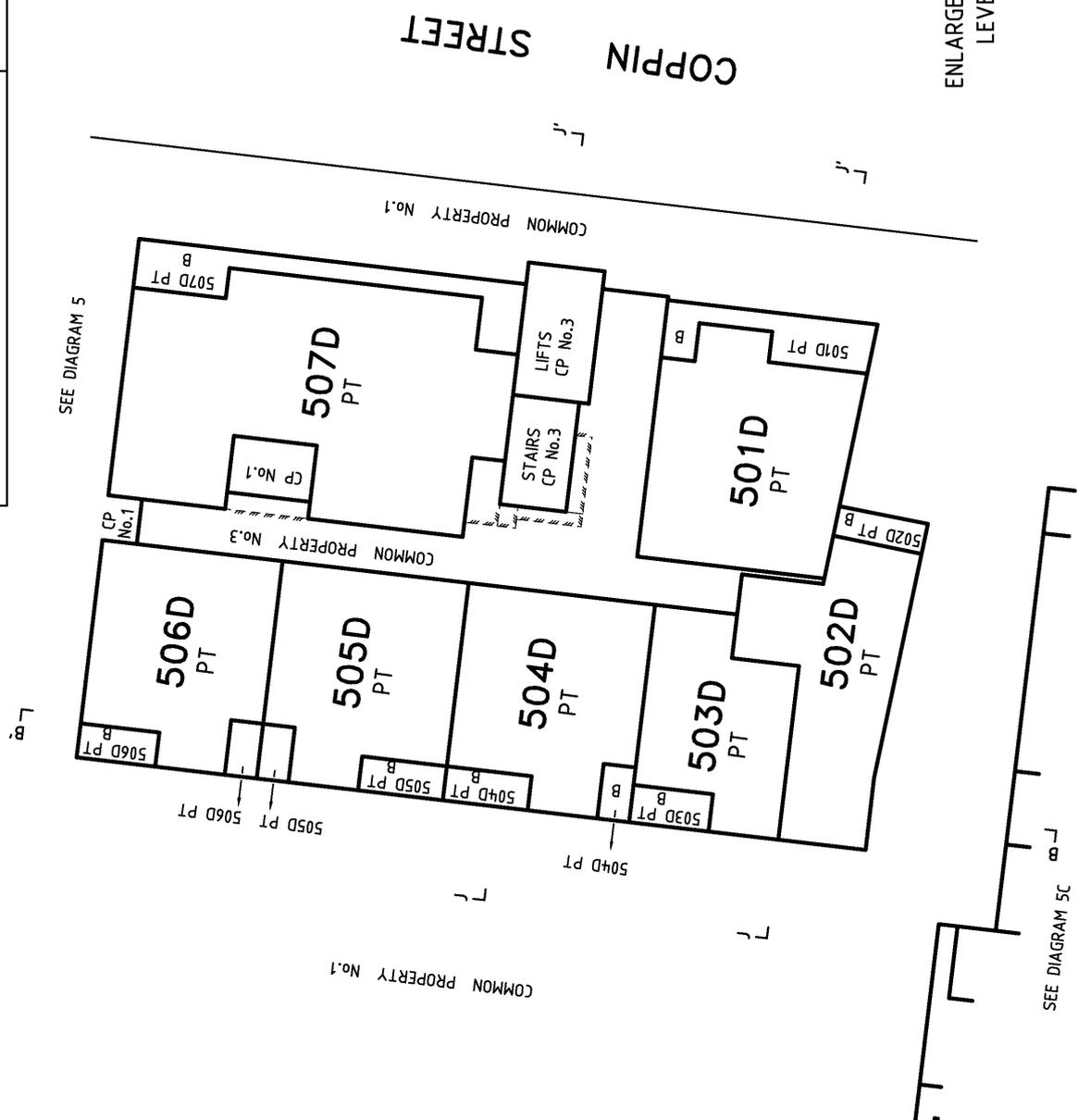
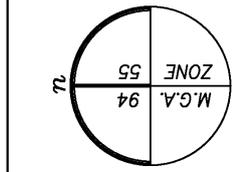
LICENSED SURVEYOR	ADRIAN A. THOMAS
DATE	REFERENCE 7431
VERSION E	DRAWING 743100AE



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PS 640914E

PLAN OF SUBDIVISION



ENLARGEMENT DIAGRAM 5D
LEVEL FIVE (PART)

SCALE
1:200

ORIGINAL SHEET SIZE A3
SHEET 55

LENGTHS ARE IN METRES
0 2 4 8

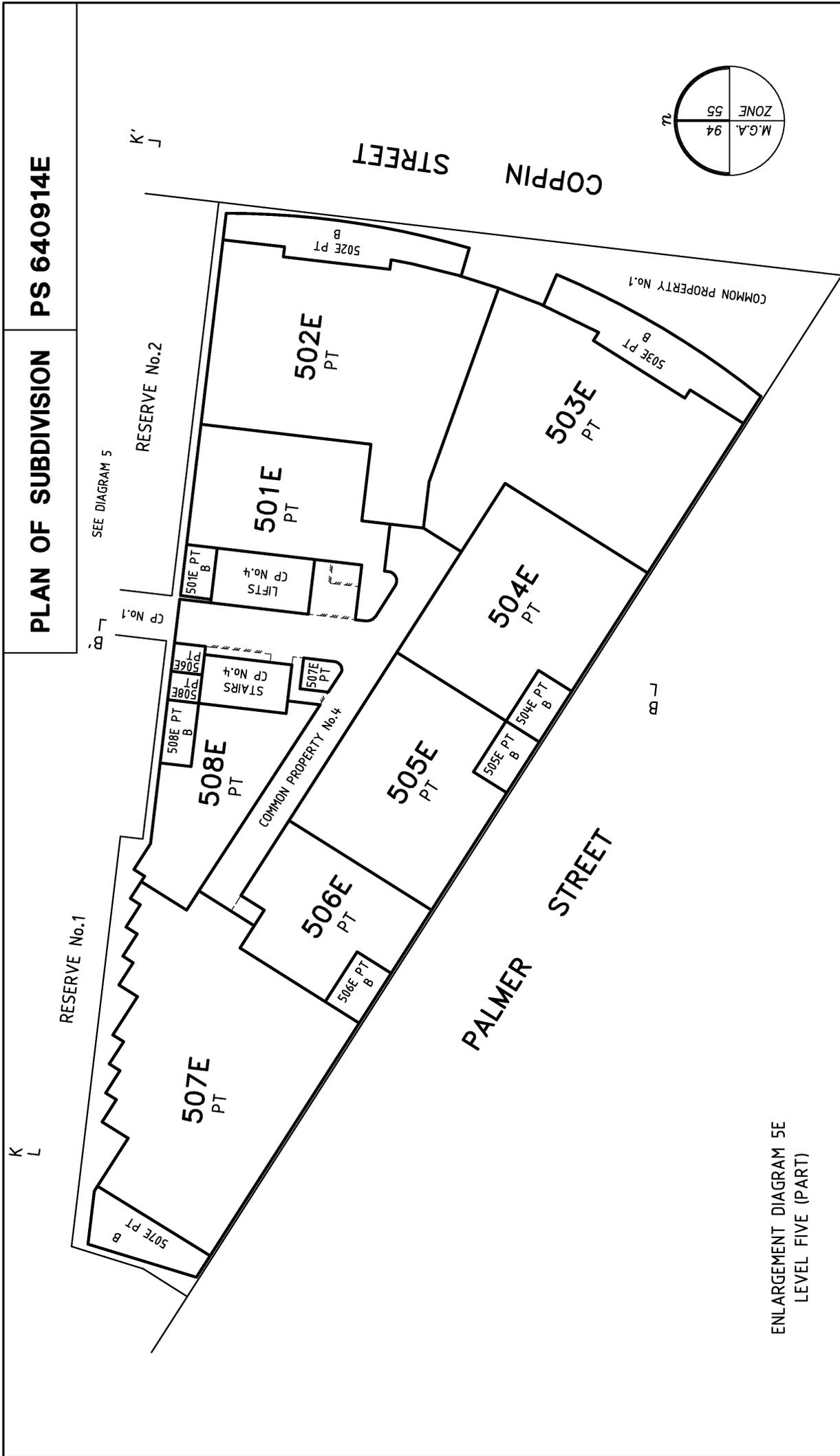
LICENSED SURVEYOR ADRIAN A. THOMAS

DATE REFERENCE 7431
VERSION E DRAWING 743100AE



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PLAN OF SUBDIVISION PS 640914E



ENLARGEMENT DIAGRAM 5E
LEVEL FIVE (PART)

 <p>Bosco Jonson Pty Ltd A.B.N. 15 169 138 827 P.O. Box 5075, South Melbourne, Vic. 3205 16 Eastern Road South Melbourne Vic. 3205 Australia Tel. 03) 9699 1400 Fax 03) 9699 5992</p>	LICENSED SURVEYOR ADRIAN A. THOMAS DATE 10/11/16 REFERENCE 7431 VERSION E DRAWING 743103AE	SCALE 1:200 ORIGINAL SHEET SIZE A3 SHEET 56
	LENGTHS ARE IN METRES 2 0 4 8	

PLAN OF SUBDIVISION

PS 640914E

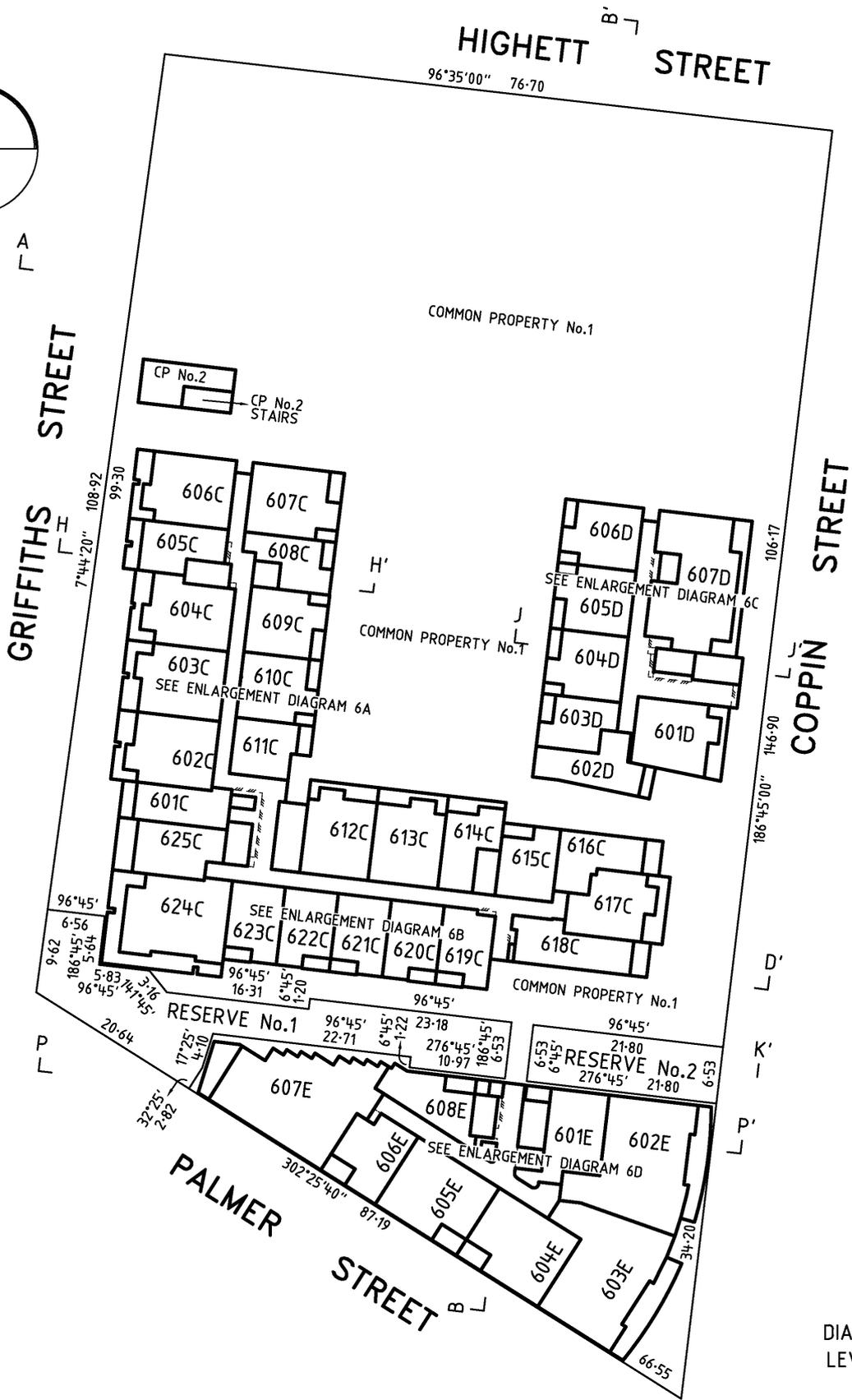
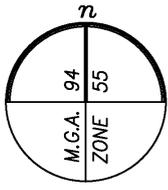


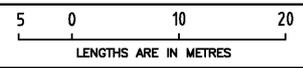
DIAGRAM 6
LEVEL SIX

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LICENSED SURVEYOR ADRIAN A. THOMAS
 DATE VERSION E REFERENCE 7431 DRAWING 743100AE

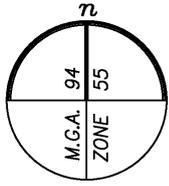
SCALE
1:500



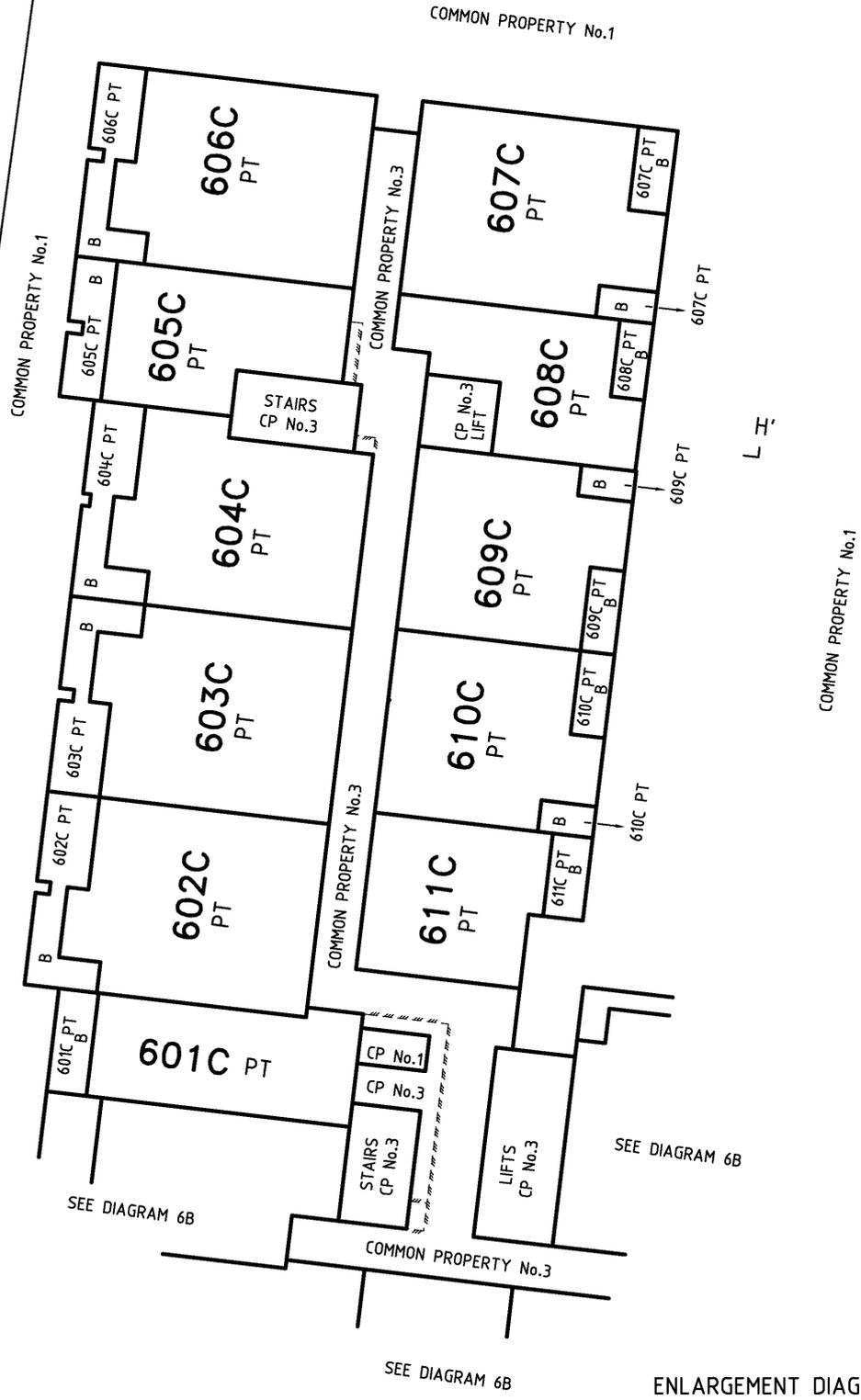
ORIGINAL SHEET SIZE A3
SHEET 57

PLAN OF SUBDIVISION

PS 640914E



GRIFFITHS STREET



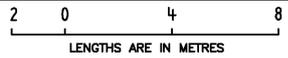
**ENLARGEMENT DIAGRAM 6A
LEVEL SIX (PART)**

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LICENSED SURVEYOR ADRIAN A. THOMAS

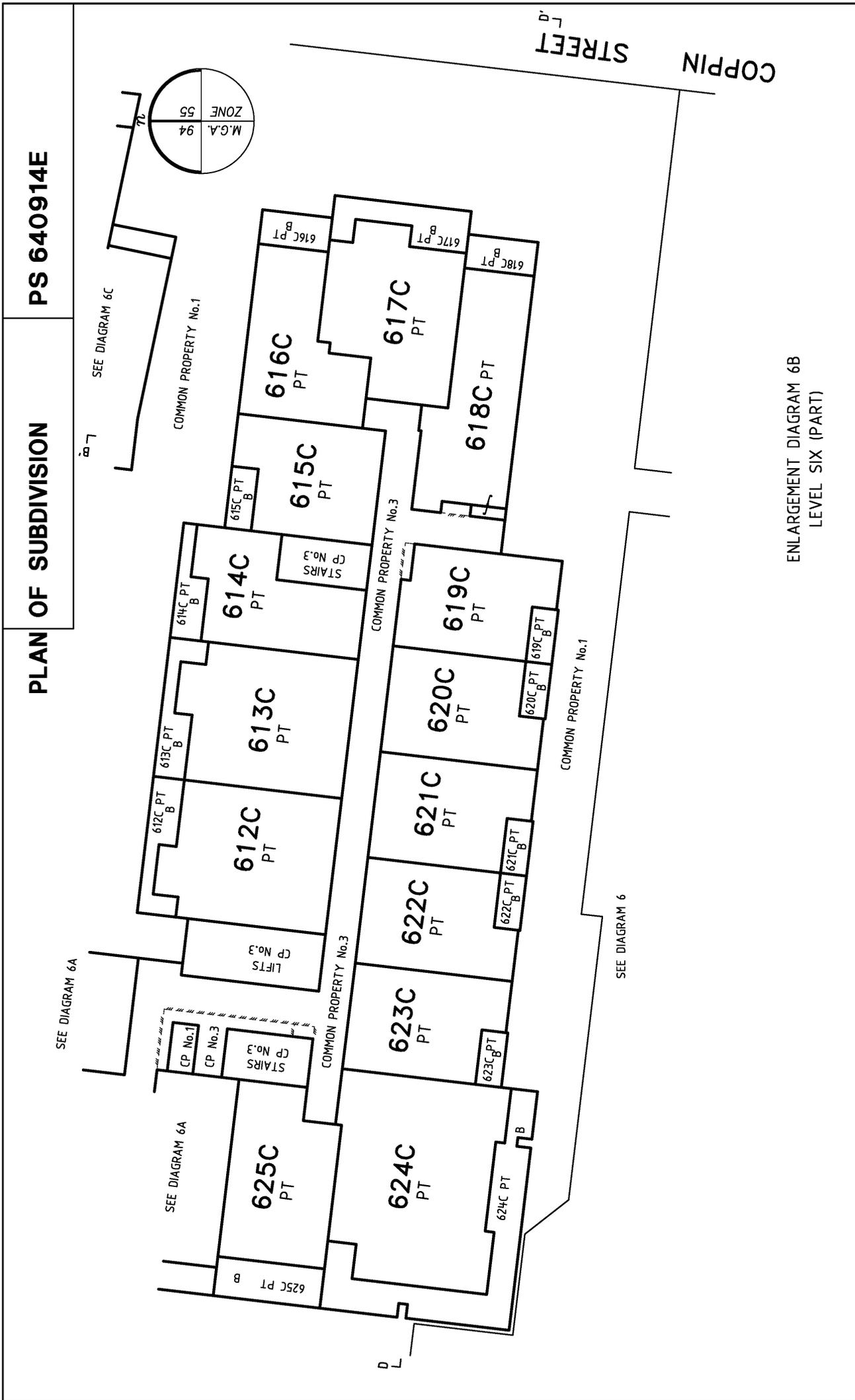
SCALE
1:200



DATE REFERENCE 7431
VERSION E DRAWING 743100AE

ORIGINAL SHEET SIZE A3

SHEET 58



PS 640914E

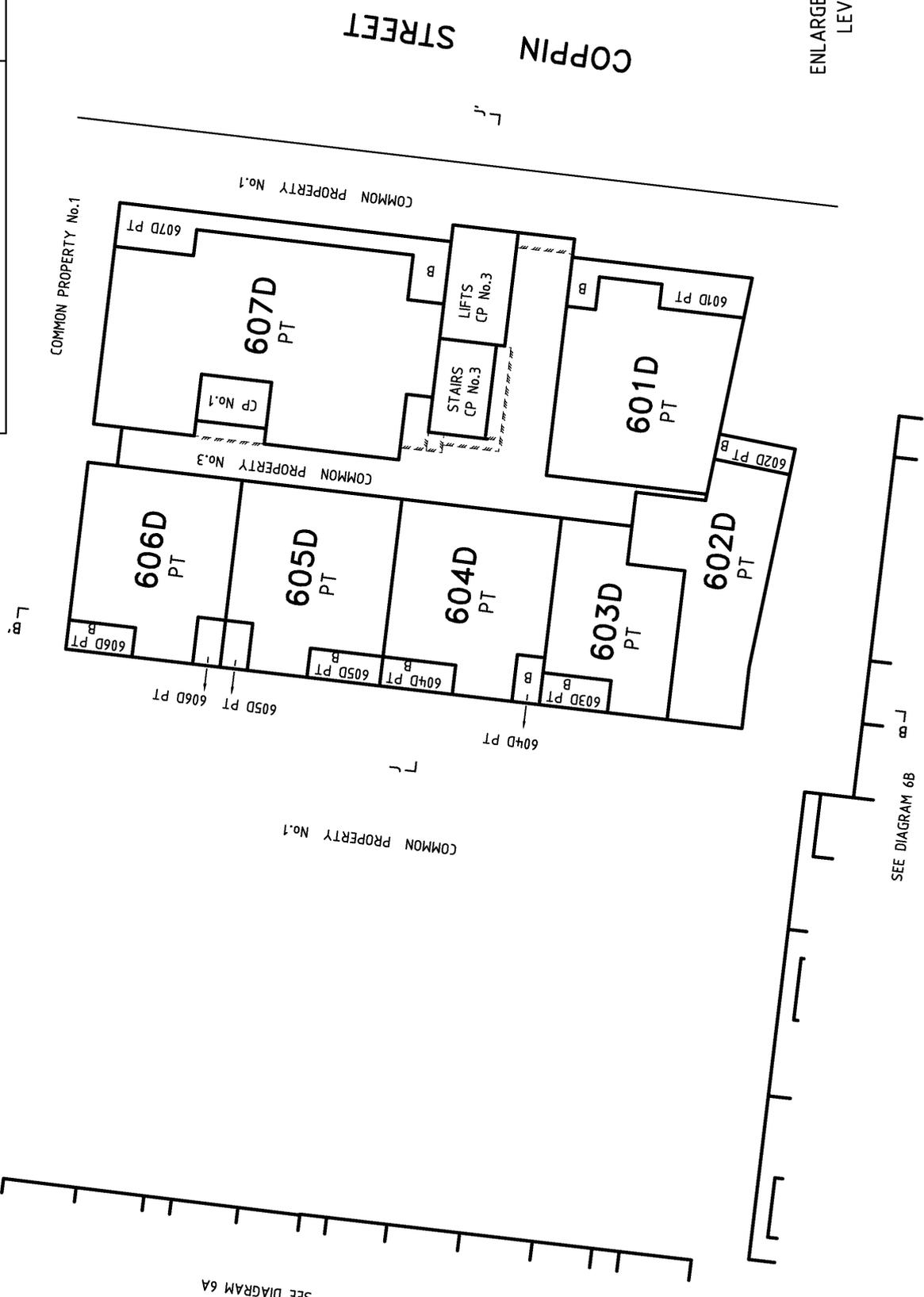
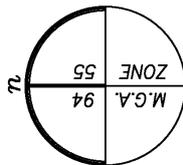
PLAN OF SUBDIVISION

ENLARGEMENT DIAGRAM 6B
 LEVEL SIX (PART)

 <p>Bosco Jonson Pty Ltd A.B.N. 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992</p>	LICENSED SURVEYOR ADRIAN A. THOMAS DATE REFERENCE 7431 VERSION E DRAWING 743100AE	SCALE 1:200 ORIGINAL SHEET SIZE A3 SHEET 59
	LENGTHS ARE IN METRES 2 0 4 8	

PS 640914E

PLAN OF SUBDIVISION



SCALE 1:200 ORIGINAL SHEET SIZE A3 SHEET 60

LENGTHS ARE IN METRES 0 2 4 8

LICENSED SURVEYOR ADRIAN A. THOMAS DATE REFERENCE 7431 VERSION E DRAWING 743100AE



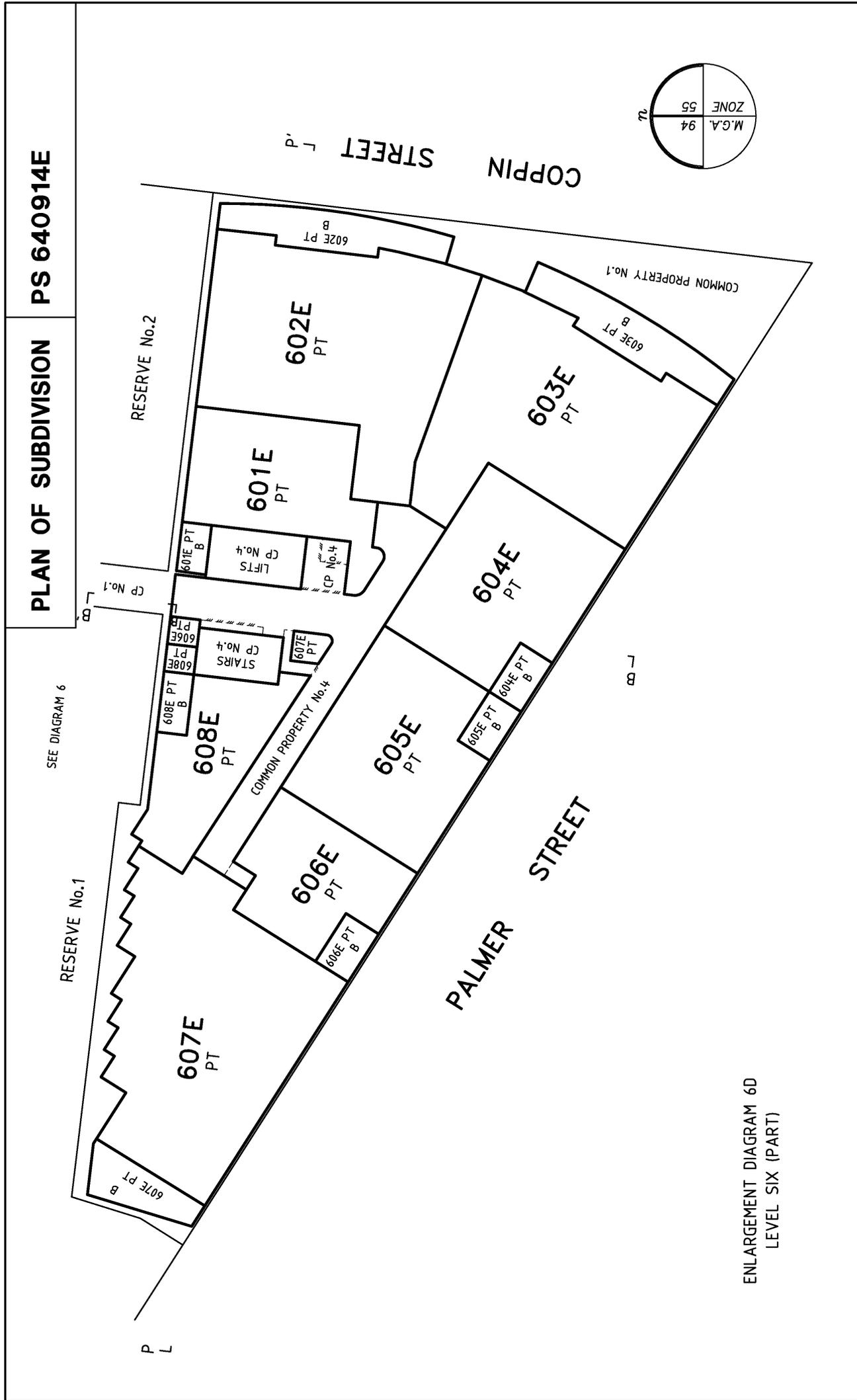
Bosco Jonson Pty Ltd A.B.N. 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel. (03) 9699 1400 Fax (03) 9699 5992

SEE DIAGRAM 6A

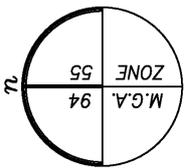
SEE DIAGRAM 6B

ENLARGEMENT DIAGRAM 6C LEVEL SIX (PART)

PLAN OF SUBDIVISION PS 640914E



ENLARGEMENT DIAGRAM 6D
LEVEL SIX (PART)



ORIGINAL SHEET SIZE A3
SHEET 61

SCALE
1:200



LICENSED SURVEYOR ADRIAN A. THOMAS

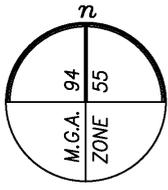
DATE 10/11/16 REFERENCE 7431
VERSION E DRAWING 743103AE



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PLAN OF SUBDIVISION

PS 640914E

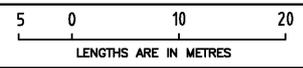


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LICENSED SURVEYOR ADRIAN A. THOMAS
 DATE _____ REFERENCE 7431
 VERSION E DRAWING 743100AE

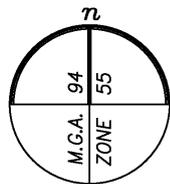
SCALE
 1:500



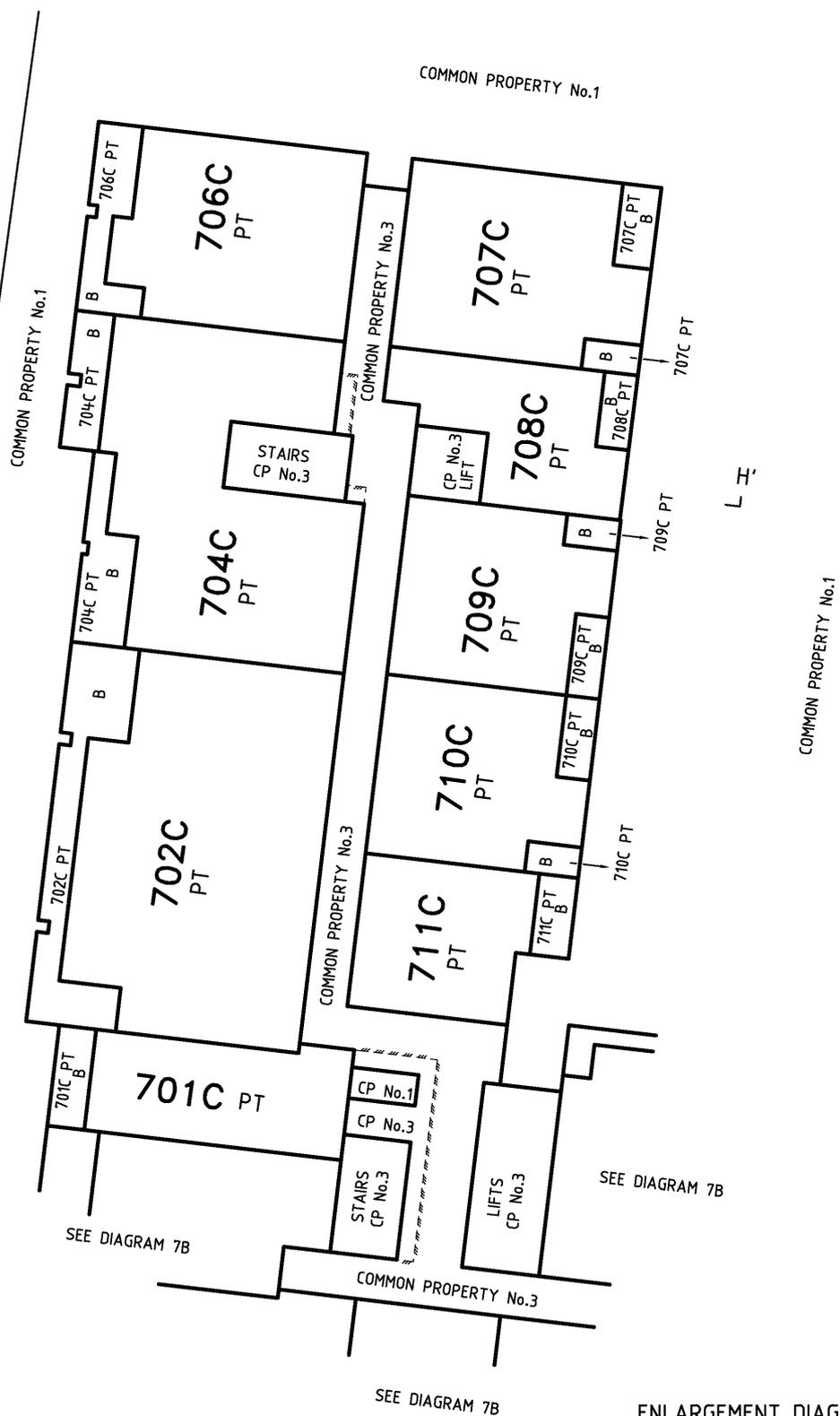
ORIGINAL SHEET SIZE A3
 SHEET 62

PLAN OF SUBDIVISION

PS 640914E



GRIFFITHS STREET



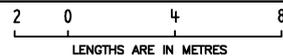
**ENLARGEMENT DIAGRAM 7A
LEVEL SEVEN (PART)**

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LICENSED SURVEYOR ADRIAN A. THOMAS

SCALE
1:200



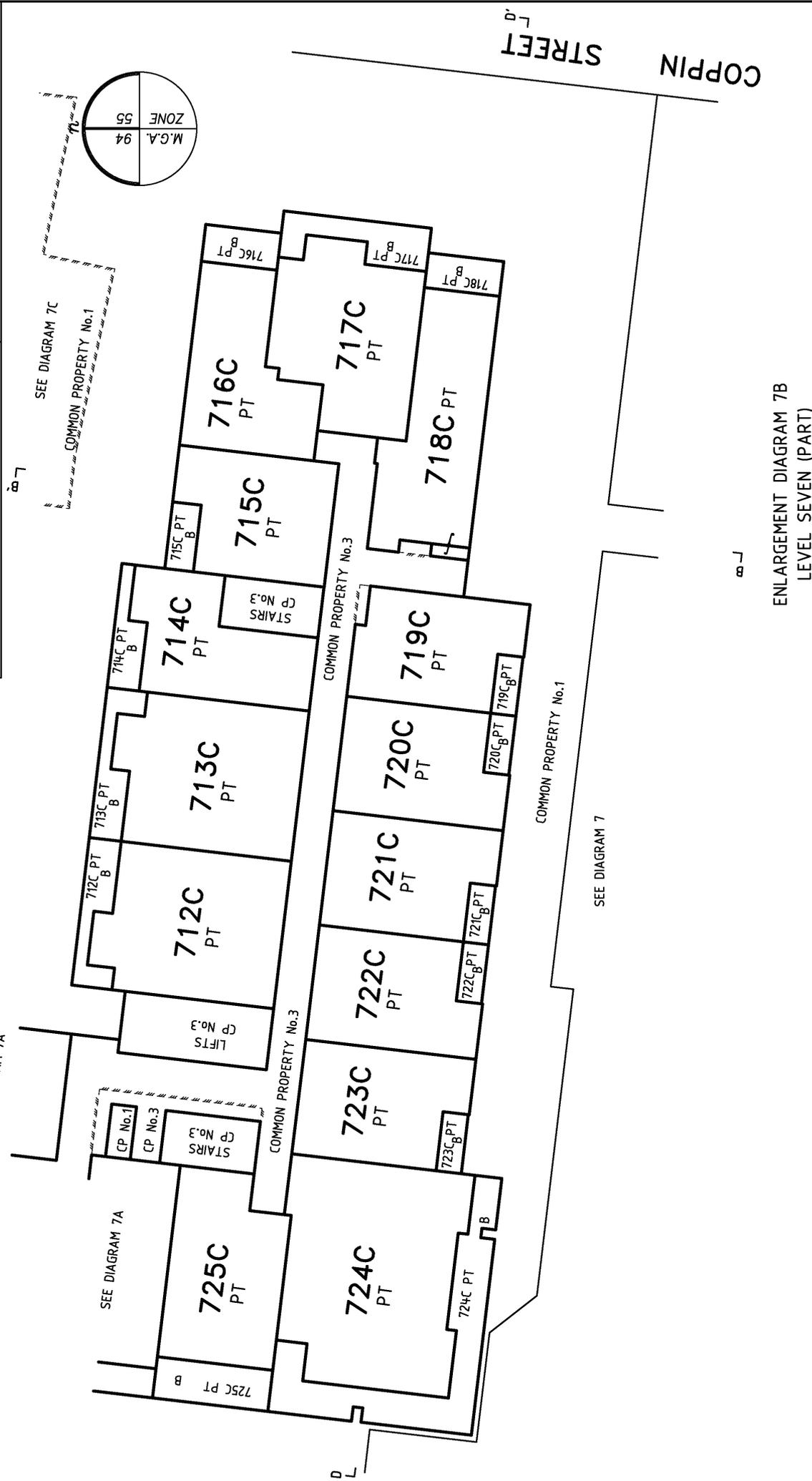
DATE
VERSION E

REFERENCE 7431
DRAWING 743100AE

ORIGINAL SHEET SIZE A3
SHEET 63

PS 640914E

PLAN OF SUBDIVISION

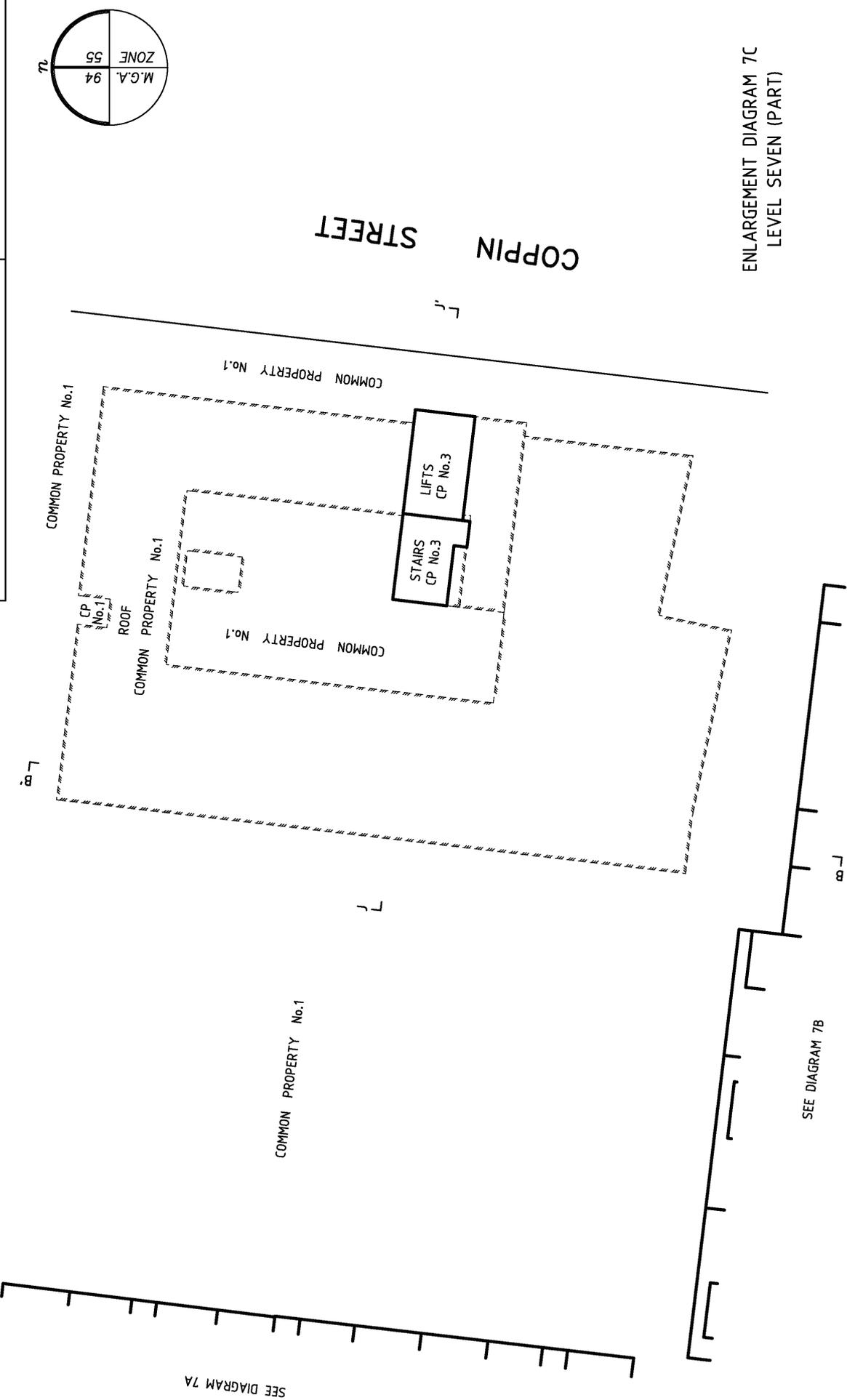


ENLARGEMENT DIAGRAM 7B
LEVEL SEVEN (PART)

 <p>Bosco Jonson Pty Ltd A.B.N. 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel. (03) 9699 1400 Fax (03) 9699 5992</p>	LICENSED SURVEYOR ADRIAN A. THOMAS	SCALE 1:200	ORIGINAL SHEET SIZE A3
	DATE REFERENCE 7431 VERSION E DRAWING 743100AE	LENGTHS ARE IN METRES 2 0 4 8	SHEET 65

PS 640914E

PLAN OF SUBDIVISION



ENLARGEMENT DIAGRAM 7C
 LEVEL SEVEN (PART)

SCALE
 1:200

ORIGINAL SHEET SIZE A3
 SHEET 65

2 0 4 8
 LENGTHS ARE IN METRES

LICENSED SURVEYOR ADRIAN A. THOMAS

DATE REFERENCE 7431

VERSION E DRAWING 743100AE



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PLAN OF SUBDIVISION

PS 640914E

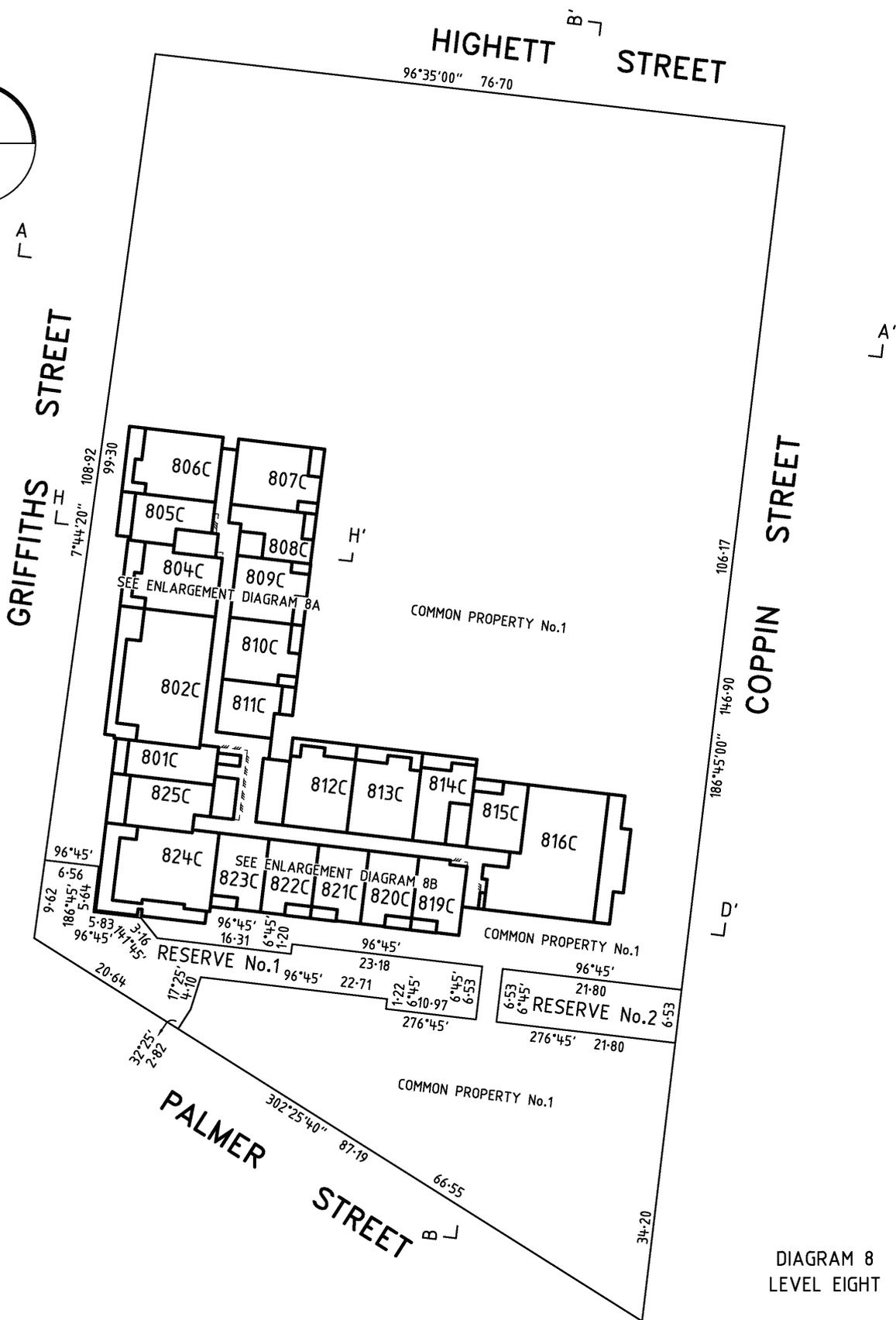
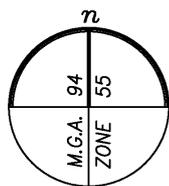


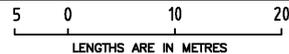
DIAGRAM 8
LEVEL EIGHT

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LICENSED SURVEYOR ADRIAN A. THOMAS

SCALE
1:500



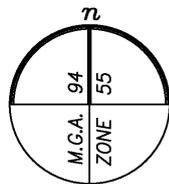
DATE
VERSION E

REFERENCE 7431
DRAWING 743100AE

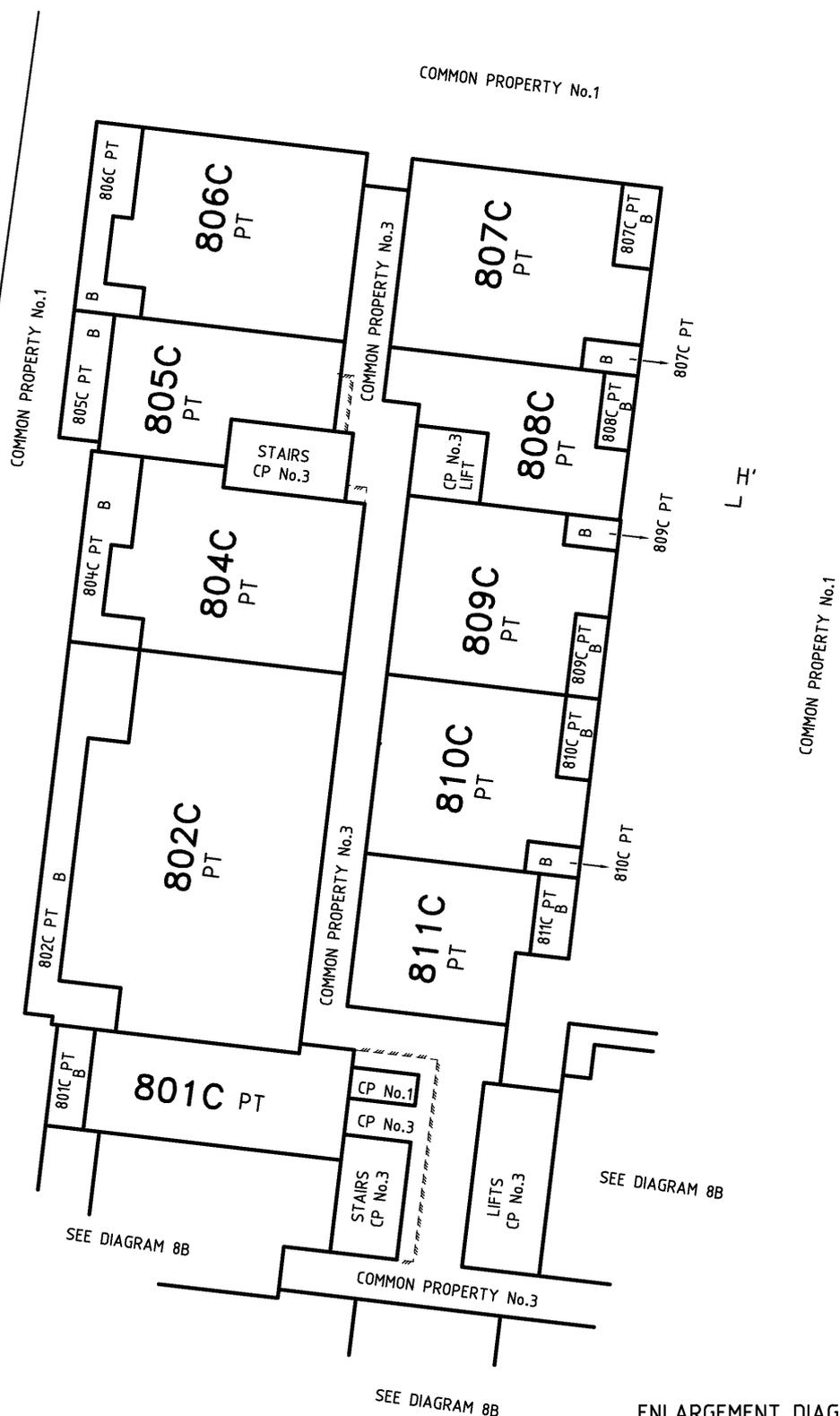
ORIGINAL SHEET SIZE A3
SHEET 66

PLAN OF SUBDIVISION

PS 640914E



GRIFFITHS STREET



**ENLARGEMENT DIAGRAM 8A
LEVEL EIGHT (PART)**

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LICENSED SURVEYOR ADRIAN A. THOMAS

SCALE
1:200



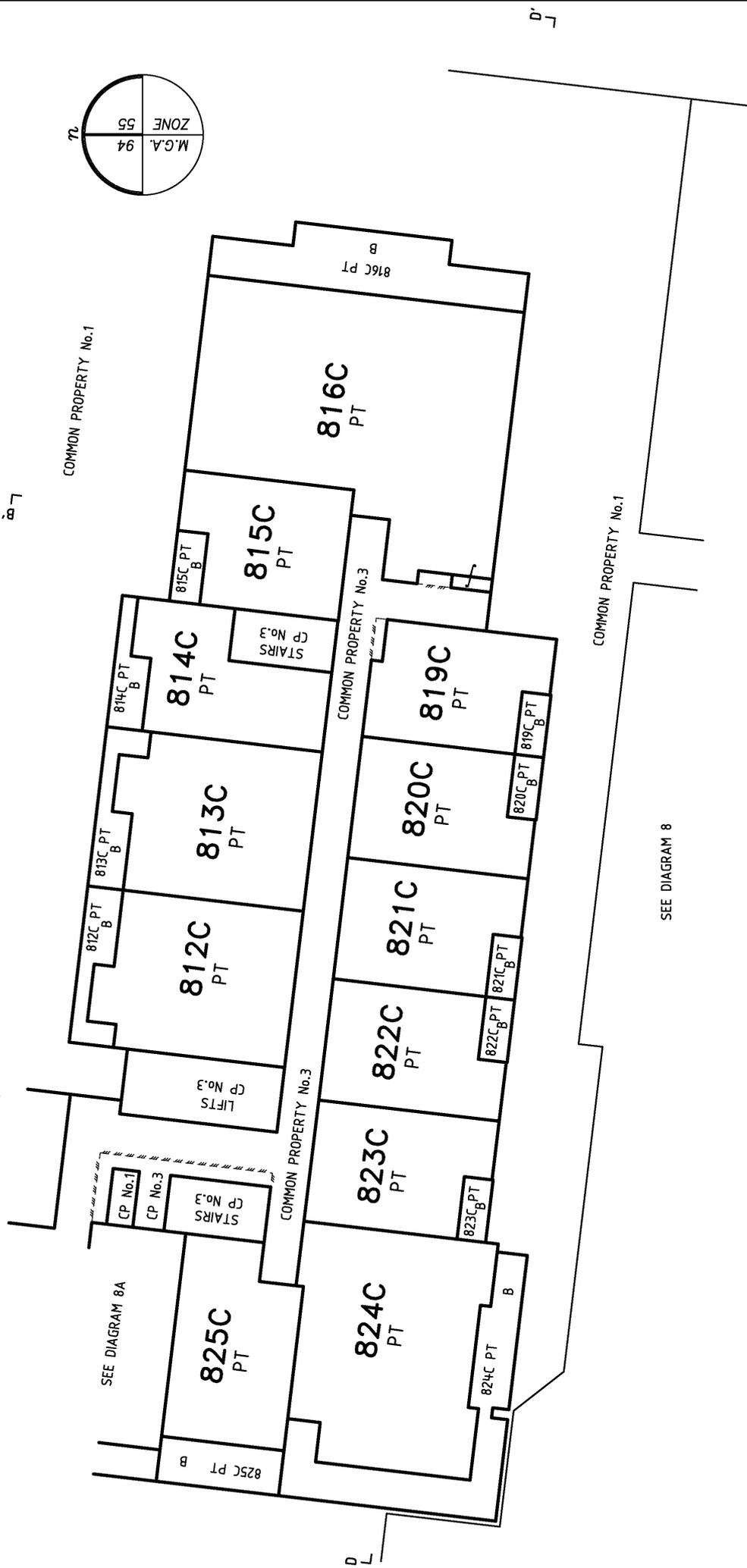
DATE REFERENCE 7431
 VERSION E DRAWING 743100AE

ORIGINAL SHEET SIZE A3

SHEET 67

PS 640914E

PLAN OF SUBDIVISION



**ENLARGEMENT DIAGRAM 8B
 LEVEL EIGHT (PART)**

ORIGINAL SHEET SIZE A3
 SHEET 68

SCALE
 1:200

2 0 4 8
 LENGTHS ARE IN METRES

LICENSED SURVEYOR ADRIAN A. THOMAS

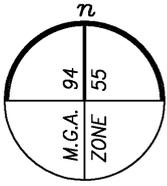
DATE REFERENCE 7431
 VERSION E DRAWING 743100AE



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PLAN OF SUBDIVISION

PS 640914E



L A

GRIFFITHS STREET

HIGHETT STREET

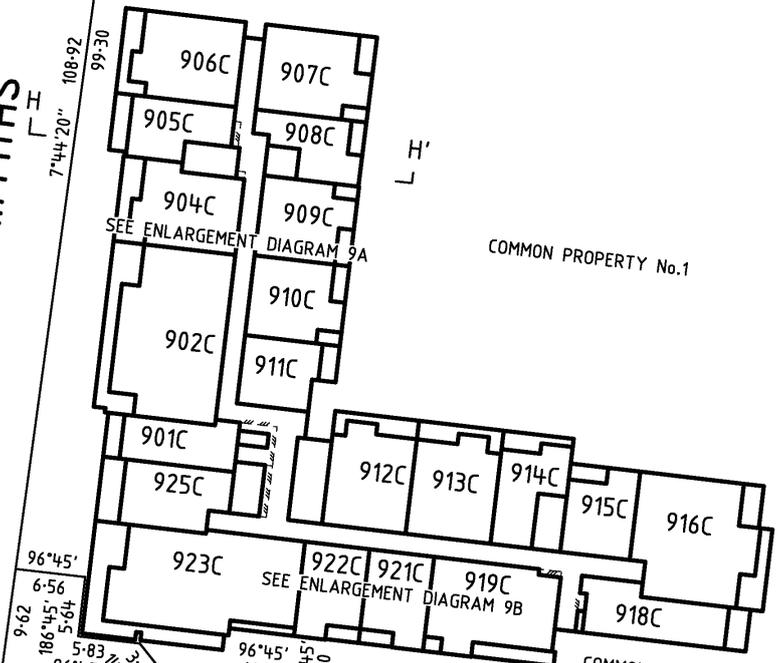
96°35'00" 76-70

COMMON PROPERTY No.1

L A

COPPIN STREET

L D



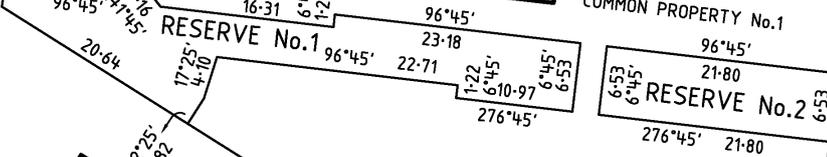
COMMON PROPERTY No.1

COMMON PROPERTY No.1

106-17

186°45'00" 146-90

L D



RESERVE No.1

COMMON PROPERTY No.1

RESERVE No.2

PALMER STREET

STREET

COMMON PROPERTY No.1

302°25'40" 87-19

66-55

B L

34-20

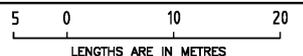
DIAGRAM 9
LEVEL NINE

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LICENSED SURVEYOR ADRIAN A. THOMAS

SCALE
1:500



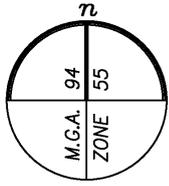
DATE REFERENCE 7431
 VERSION E DRAWING 743100AE

ORIGINAL SHEET SIZE A3

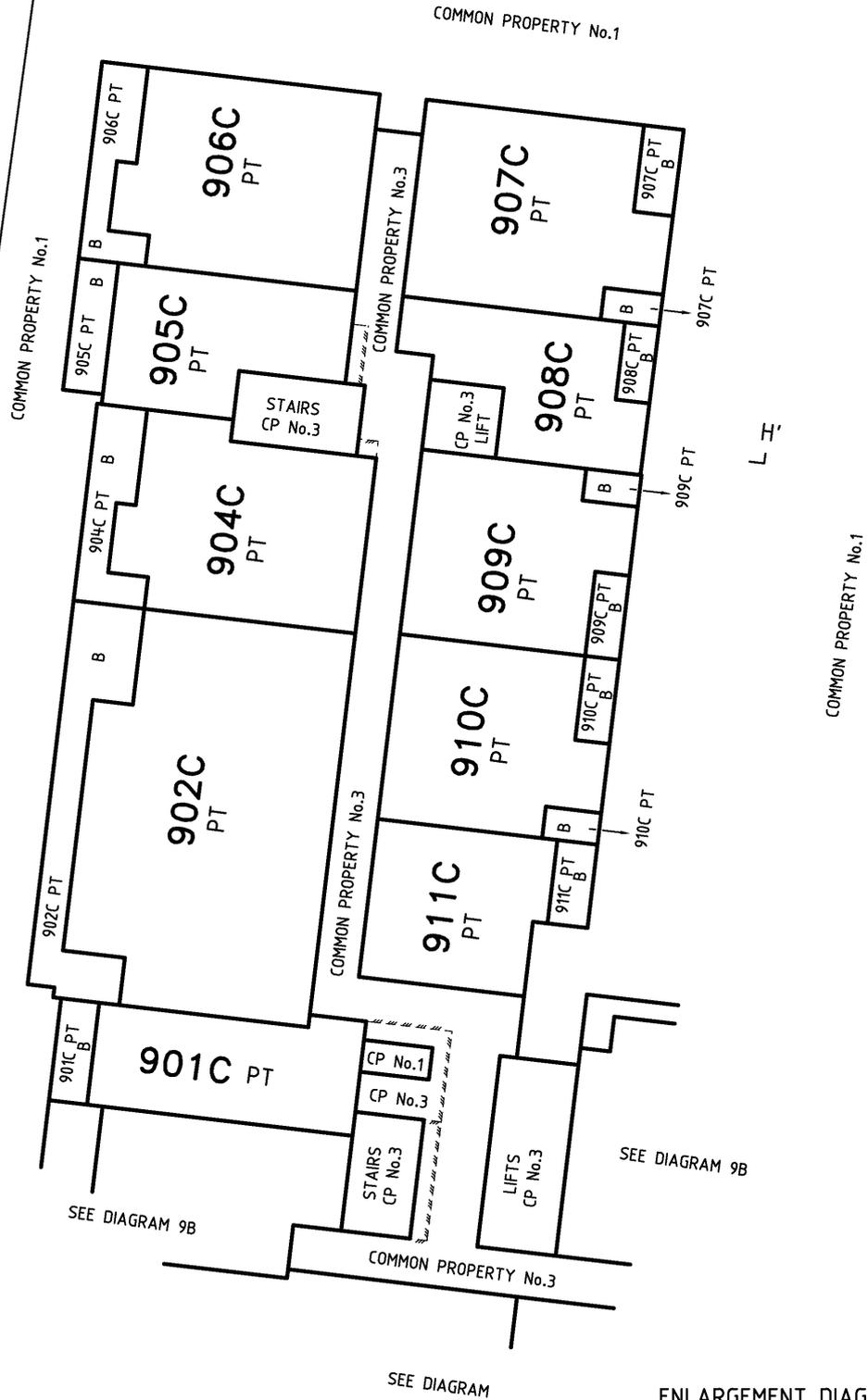
SHEET 69

PLAN OF SUBDIVISION

PS 640914E



GRIFFITHS STREET



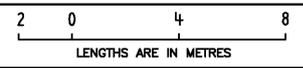
**ENLARGEMENT DIAGRAM 9A
LEVEL NINE (PART)**

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LICENSED SURVEYOR ADRIAN A. THOMAS
 DATE REFERENCE 7431
 VERSION E DRAWING 743100AE

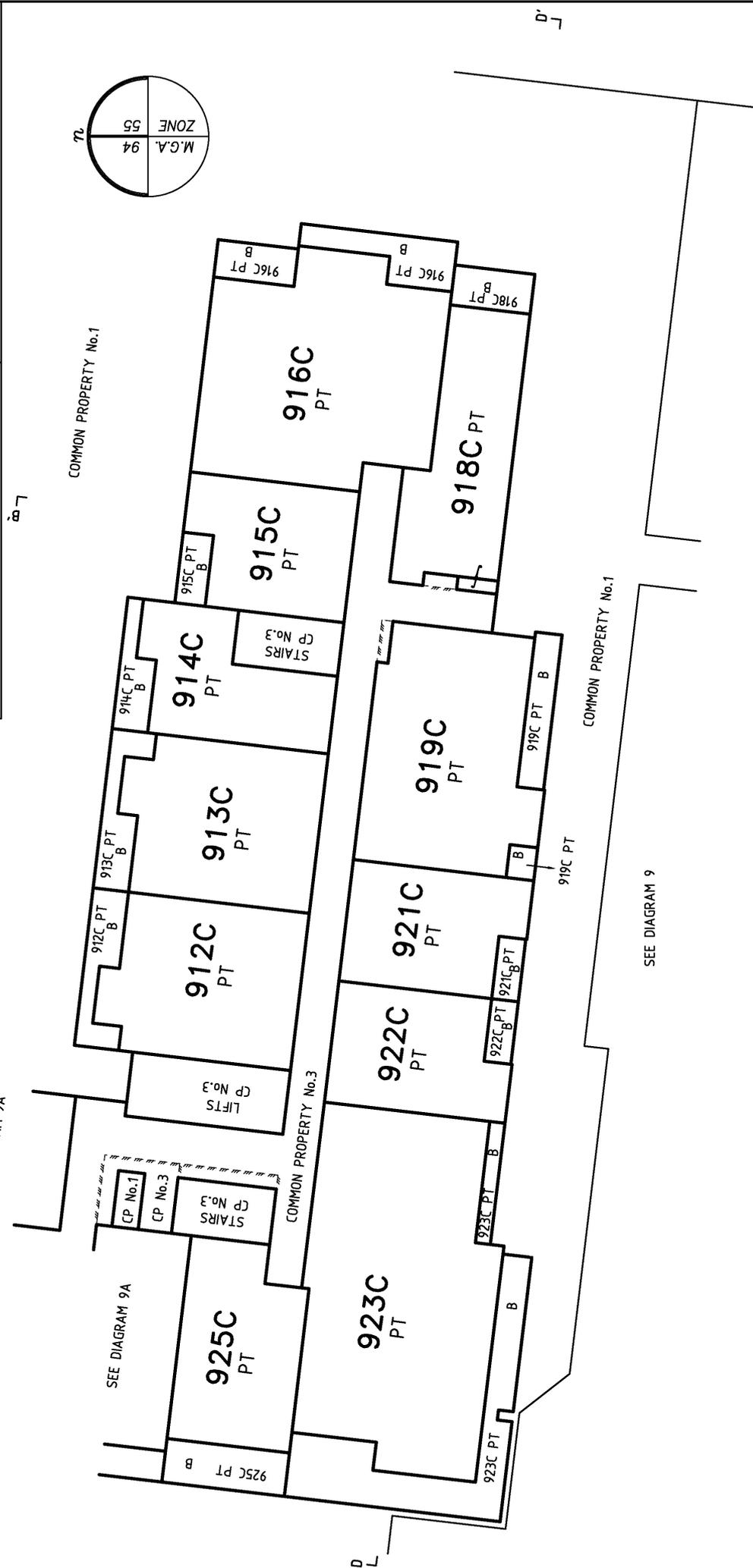
SCALE
 1:200



ORIGINAL SHEET SIZE A3
 SHEET 70

PS 640914E

PLAN OF SUBDIVISION



ENLARGEMENT DIAGRAM 9B
LEVEL NINE (PART)

ORIGINAL SHEET SIZE A3
SHEET 71

SCALE
1:200

2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR ADRIAN A. THOMAS

DATE REFERENCE 7431
VERSION E DRAWING 743100AE



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PLAN OF SUBDIVISION

PS 640914E

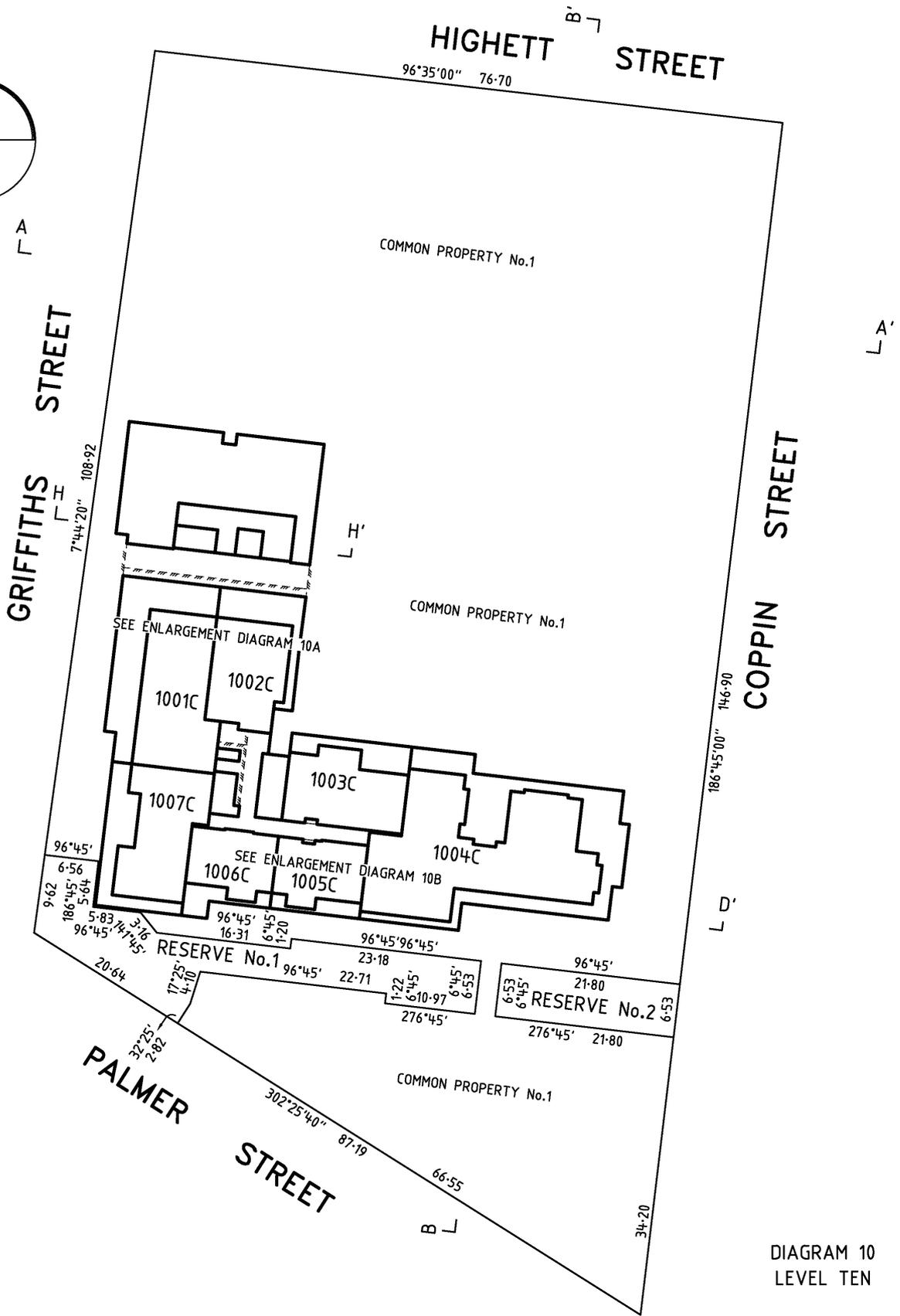
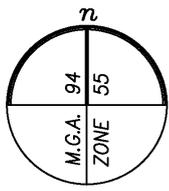


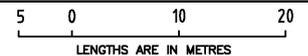
DIAGRAM 10
LEVEL TEN

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LICENSED SURVEYOR ADRIAN A. THOMAS

SCALE
1:500



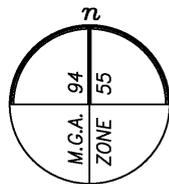
DATE
VERSION E

REFERENCE 7431
DRAWING 743100AE

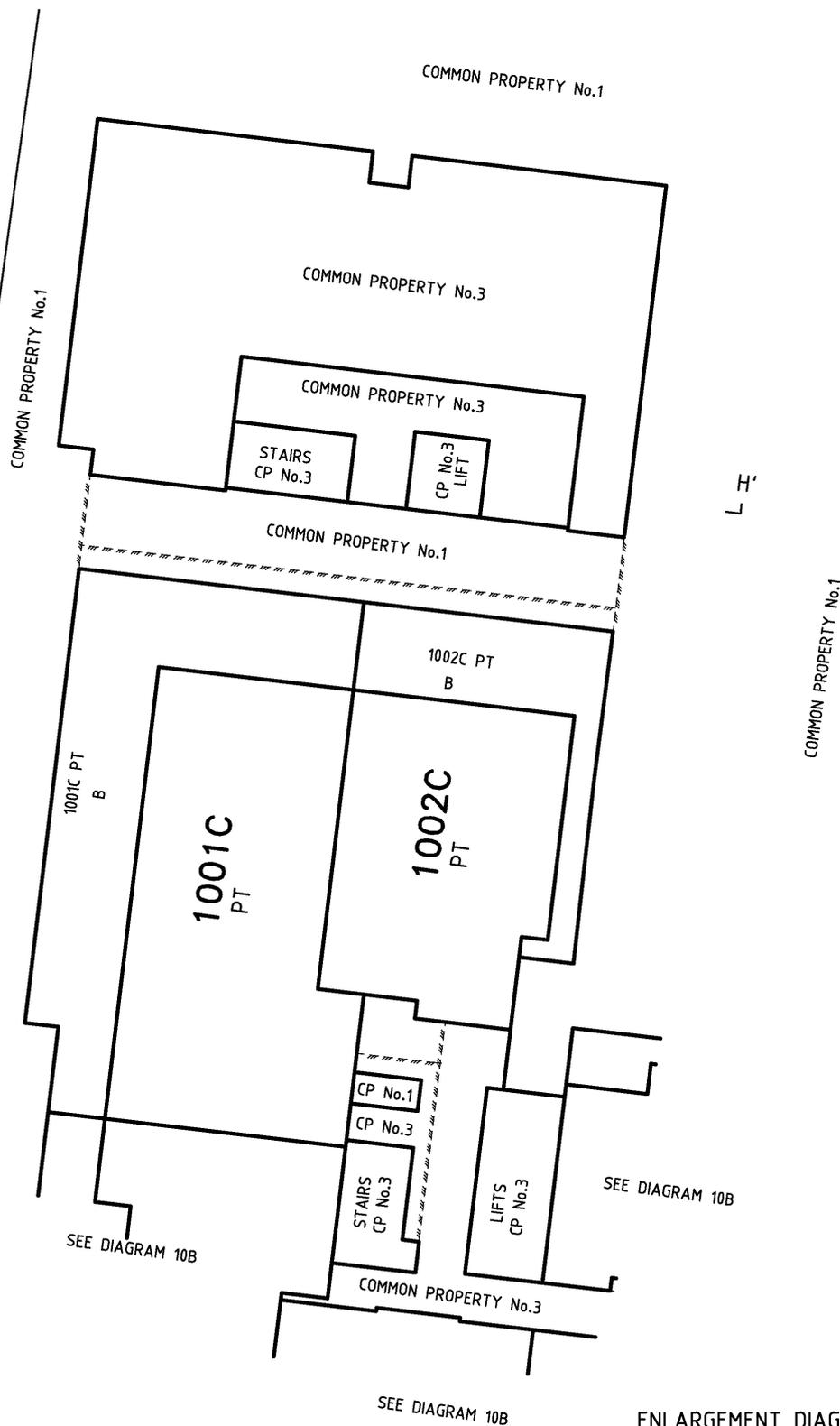
ORIGINAL SHEET SIZE A3
SHEET 72

PLAN OF SUBDIVISION

PS 640914E



GRIFFITHS STREET



**ENLARGEMENT DIAGRAM 10A
LEVEL TEN (PART)**

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LICENSED SURVEYOR ADRIAN A. THOMAS

SCALE
1:200



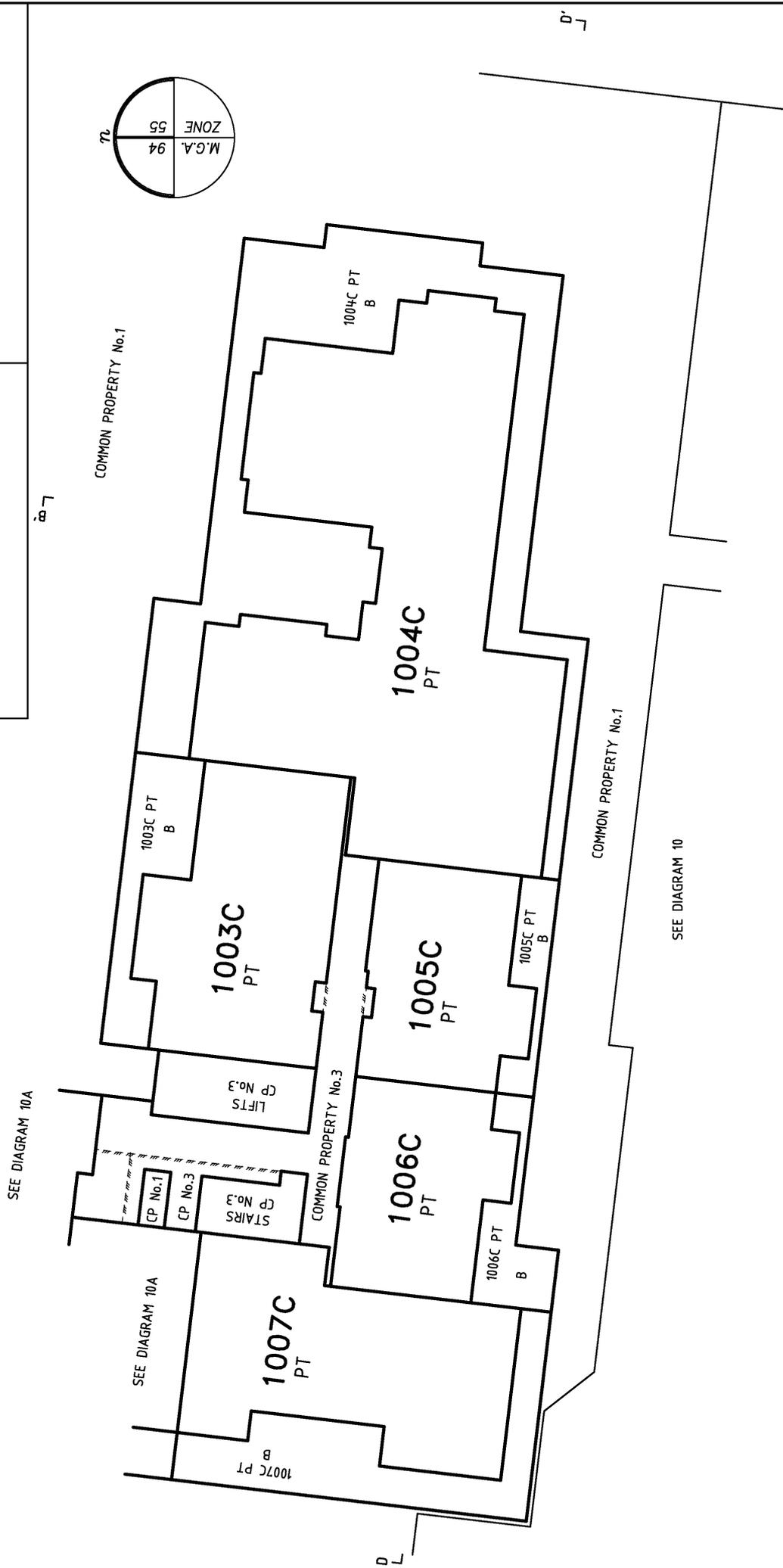
DATE
VERSION E

REFERENCE 7431
DRAWING 743100AE

ORIGINAL SHEET SIZE A3
SHEET 73

PS 640914E

PLAN OF SUBDIVISION



**ENLARGEMENT DIAGRAM 10B
LEVEL TEN (PART)**

SCALE
1:200

ORIGINAL SHEET SIZE A3
SHEET 74

2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR **ADRIAN A. THOMAS**

DATE REFERENCE **7431**

VERSION E DRAWING **743100AE**



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PLAN OF SUBDIVISION

PS 640914E

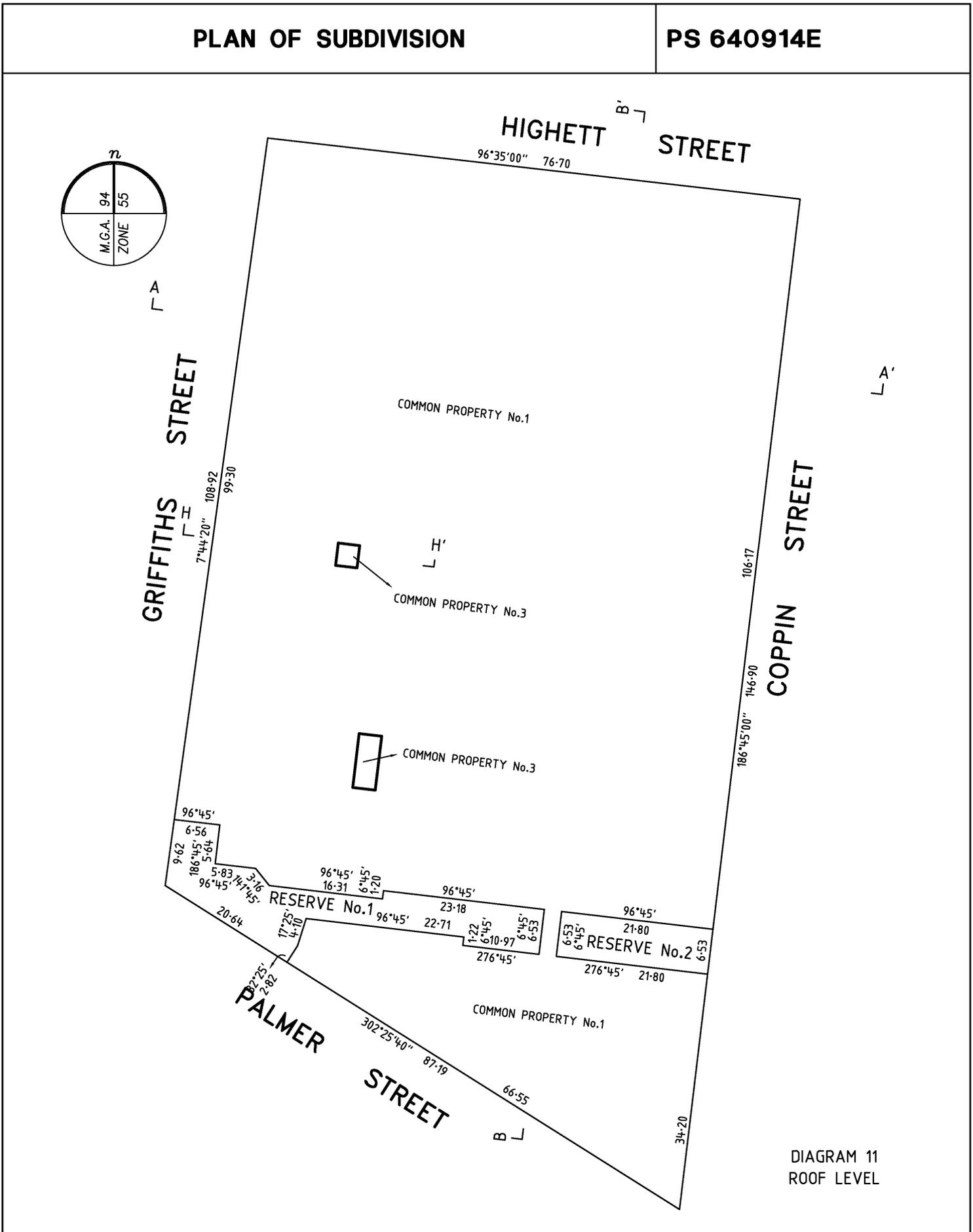


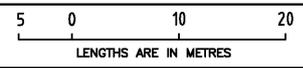
DIAGRAM 11
ROOF LEVEL

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LICENSED SURVEYOR ADRIAN A. THOMAS
 DATE REFERENCE 7431
 VERSION E DRAWING 743100AE

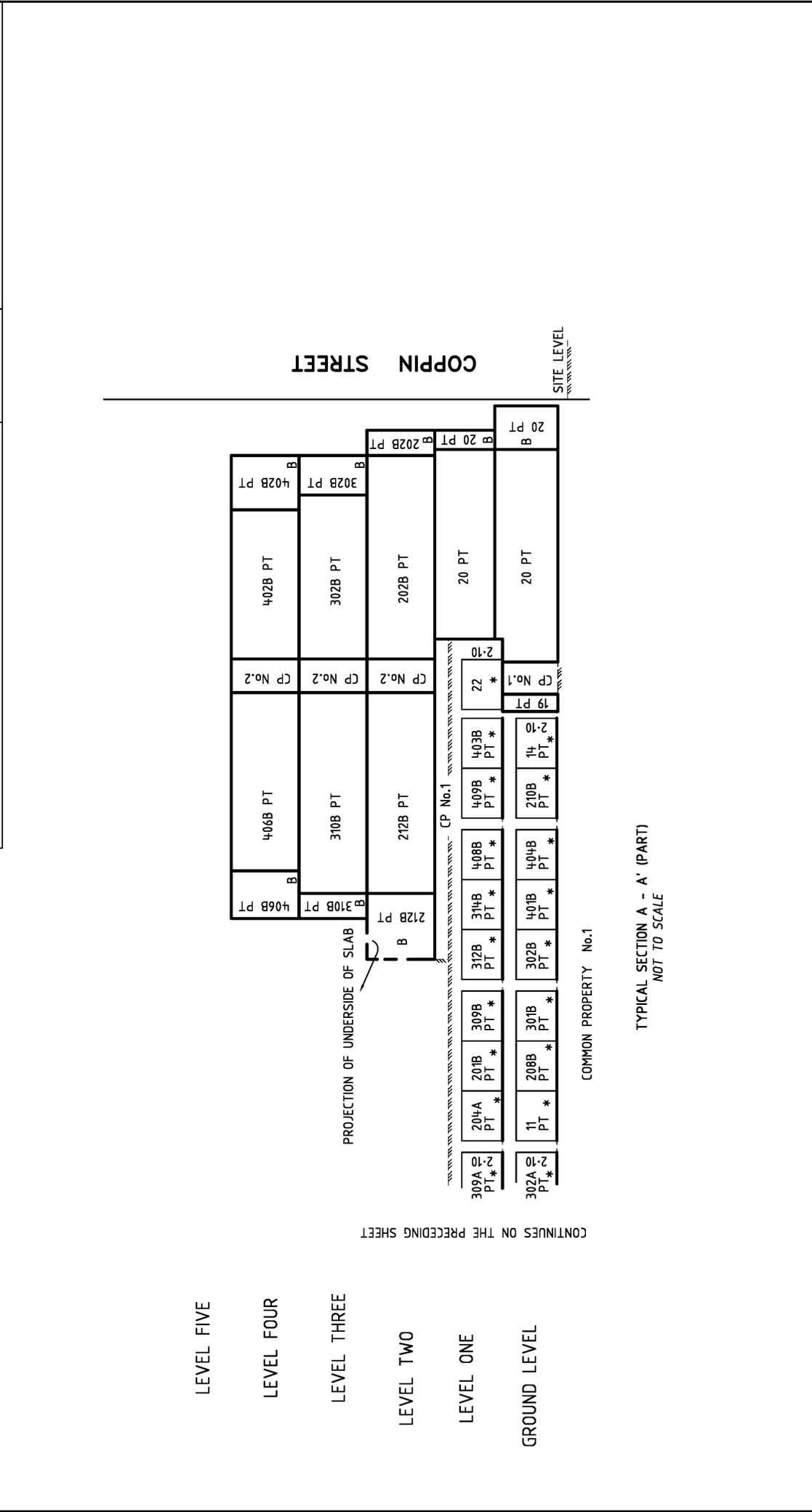
SCALE
1:500



ORIGINAL SHEET SIZE A3
SHEET 75

PLAN OF SUBDIVISION

Stage No. _____ Plan Number
PS 640914E



LEVEL FIVE

LEVEL FOUR

LEVEL THREE

LEVEL TWO

LEVEL ONE

GROUND LEVEL

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16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel 03) 9699 1400 Fax 03) 9699 5992

ORIGINAL

SCALE SHEET SIZE
NTS A3

SCALE

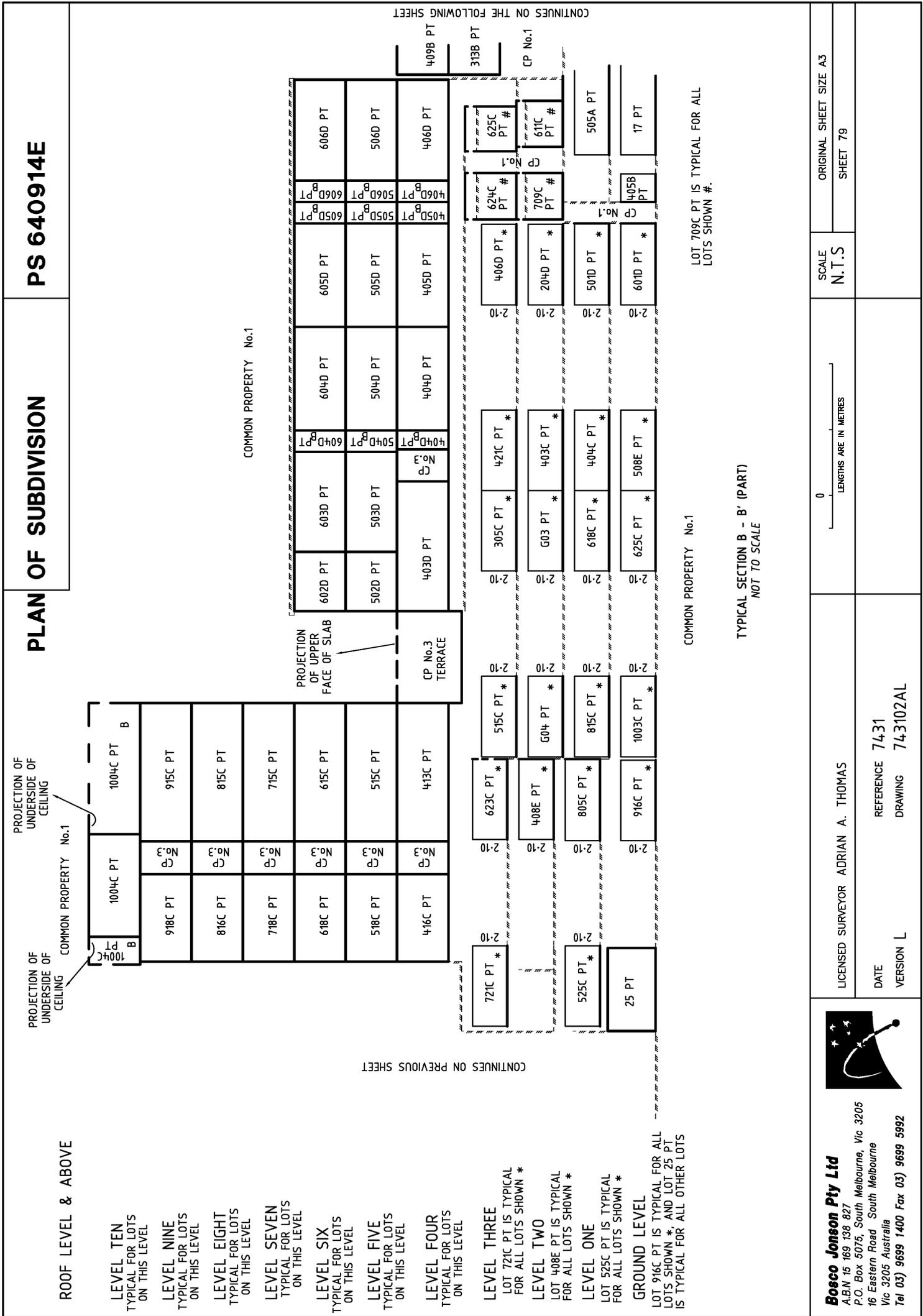
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE DATE / /
REF 7431003
DWG 743100AJ

DIGITALLY SIGNED
DATE / /
VERSION J

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 77



PS 640914E

PLAN OF SUBDIVISION

ROOF LEVEL & ABOVE

- LEVEL TEN
TYPICAL FOR LOTS
ON THIS LEVEL
- LEVEL NINE
TYPICAL FOR LOTS
ON THIS LEVEL
- LEVEL EIGHT
TYPICAL FOR LOTS
ON THIS LEVEL
- LEVEL SEVEN
TYPICAL FOR LOTS
ON THIS LEVEL
- LEVEL SIX
TYPICAL FOR LOTS
ON THIS LEVEL
- LEVEL FIVE
TYPICAL FOR LOTS
ON THIS LEVEL
- LEVEL FOUR
TYPICAL FOR LOTS
ON THIS LEVEL

- LEVEL THREE
LOT 721C PT IS TYPICAL
FOR ALL LOTS SHOWN *
- LEVEL TWO
LOT 408E PT IS TYPICAL
FOR ALL LOTS SHOWN *
- LEVEL ONE
LOT 525C PT IS TYPICAL
FOR ALL LOTS SHOWN *
- GROUND LEVEL
LOT 916C PT IS TYPICAL FOR ALL
LOTS SHOWN *, AND LOT 25 PT
IS TYPICAL FOR ALL OTHER LOTS

COMMON PROPERTY No.1

COMMON PROPERTY No.1

LOT 709C PT IS TYPICAL FOR ALL
LOTS SHOWN #.

TYPICAL SECTION B - B' (PART)
NOT TO SCALE

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LICENSED SURVEYOR ADRIAN A. THOMAS
 DATE REFERENCE 7431
 VERSION L DRAWING 743102AL

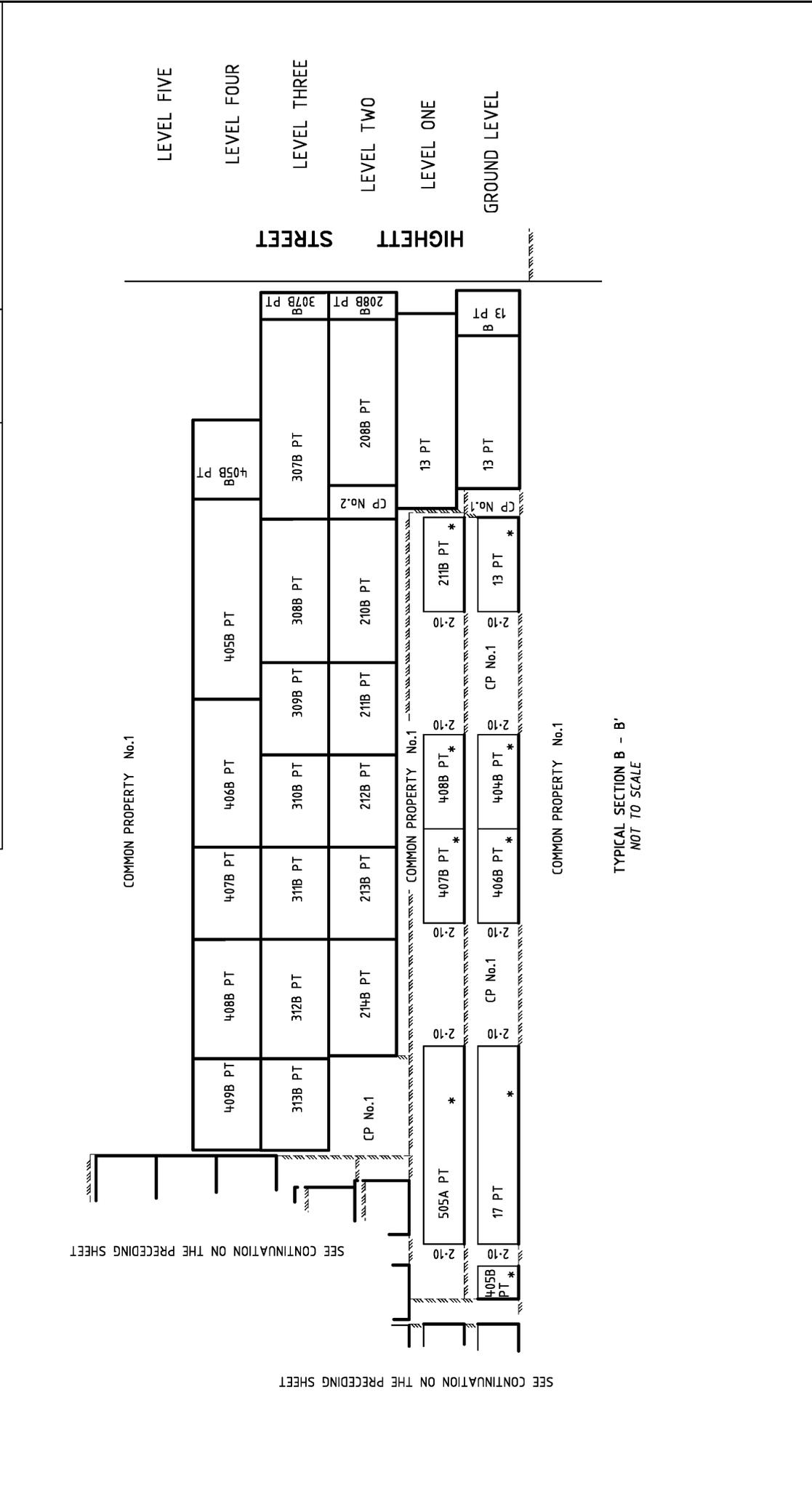
LENGTHS ARE IN METRES
 SCALE N.T.S.
 ORIGINAL SHEET SIZE A3
 SHEET 79

CONTINUES ON PREVIOUS SHEET

CONTINUES ON THE FOLLOWING SHEET

PLAN OF SUBDIVISION

Plan Number
PS 640914E



Sheet 80

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 16 Eastern Road, South Melbourne
 Vic 3205 Australia DX 20524 Emerald Hill
 Tel (03) 9699 1400 Fax (03) 9699 5992

ORIGINAL SCALE SHEET SIZE A3
 NTS

SCALE

0

LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
 SIGNATURE DATE / /
 REF 7431003
 DWG 743100AJ

DIGITALLY SIGNED
 DATE / /
 VERSION J

SEE CONTINUATION ON THE PRECEDING SHEET

SEE CONTINUATION ON THE PRECEDING SHEET

PLAN OF SUBDIVISION

Plan Number

PS 640914E

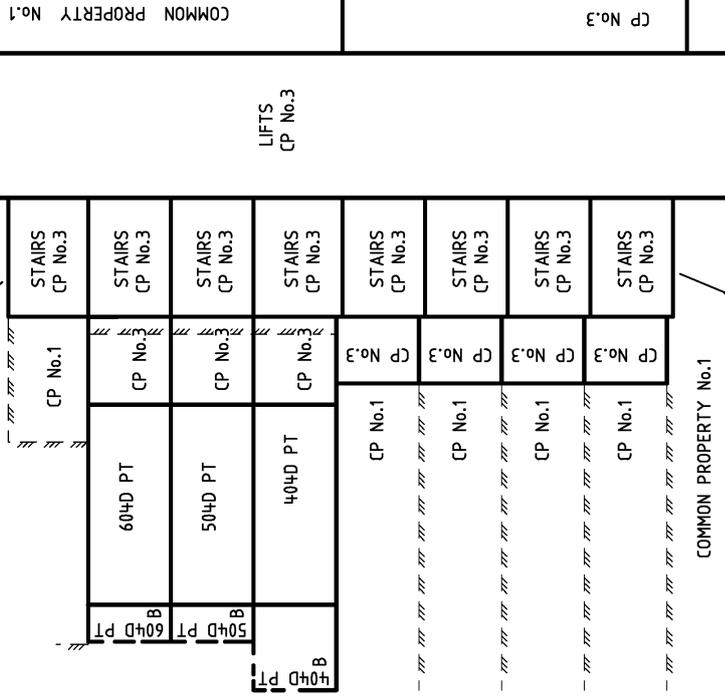
ALSO TYPICAL FOR OTHER CP No.3 LIFT AREAS, AND THE CP No.2 STAIR & LIFT ABOVE BUILDINGS A & B

COMMON PROPERTY No.1
ALSO TYPICAL FOR OTHER CP No.3 STAIR AREAS

LEVEL SEVEN
LEVEL SIX
TYPICAL FOR LOTS
ON THIS LEVEL
LEVEL FIVE
TYPICAL FOR LOTS
ON THIS LEVEL
LEVEL FOUR
TYPICAL FOR LOTS
ON THIS LEVEL
LEVEL THREE
LEVEL TWO
LEVEL ONE
GROUND LEVEL

COPPIN STREET

SITE LEVEL



ALSO TYPICAL FOR OTHER CP No.3 AND CP No.2 STAIR AREAS
ALSO TYPICAL FOR OTHER CP No.3 LIFT AREAS AND
THE CP No.2 LIFT AREA UNLESS OTHERWISE SHOWN

SECTION J - J'
Not to Scale

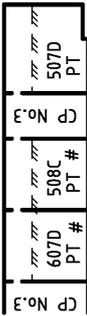
LEVEL ONE

507D PT IS ALSO TYPICAL FOR THE ADJACENT PARTS
OF LOTS 503D, 504D, 505D AND 506D.

LOT 508C PT IS TYPICAL FOR ALL
LOTS SHOWN #.

COPPIN STREET

SEE LEVEL TWO



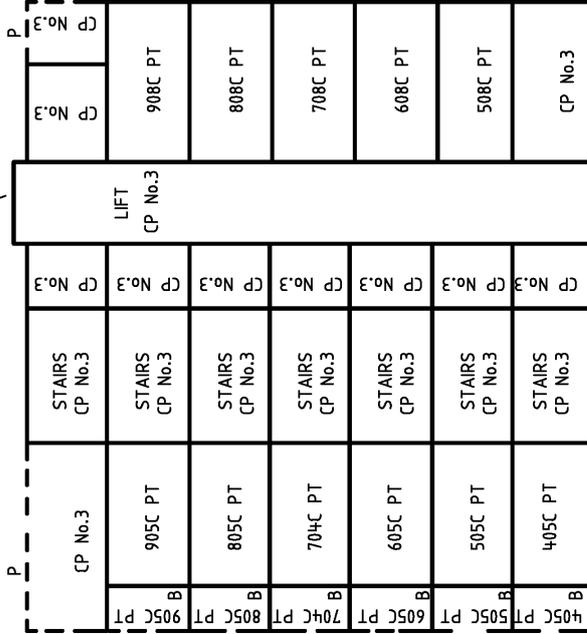
SEE GROUND LEVEL

SECTION G - G'

Not to Scale

ALSO TYPICAL FOR OTHER CP No.3 LIFT AREAS

COMMON PROPERTY No.1



SEE LOWER LEVEL PLAN SHEETS AND TYPICAL SECTIONS

SECTION H - H'
Not to Scale

ROOF LEVEL
& ABOVE

LEVEL TEN

LEVEL NINE
TYPICAL FOR LOTS
ON THIS LEVEL

LEVEL EIGHT
TYPICAL FOR LOTS
ON THIS LEVEL

LEVEL SEVEN
TYPICAL FOR LOTS
ON THIS LEVEL

LEVEL SIX
TYPICAL FOR LOTS
ON THIS LEVEL

LEVEL FIVE
TYPICAL FOR LOTS
ON THIS LEVEL

LEVEL FOUR
TYPICAL FOR LOTS
ON THIS LEVEL

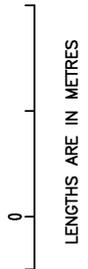
STREET

GRIFFITHS

Sheet 83

LICENSED SURVEYOR (PRINT) ADRIAN A. THOMAS
SIGNATURE DATE / /
DIGITALLY SIGNED
REF 7431
DWG 743100AE
VERSION E

SCALE



LENGTHS ARE IN METRES

ORIGINAL

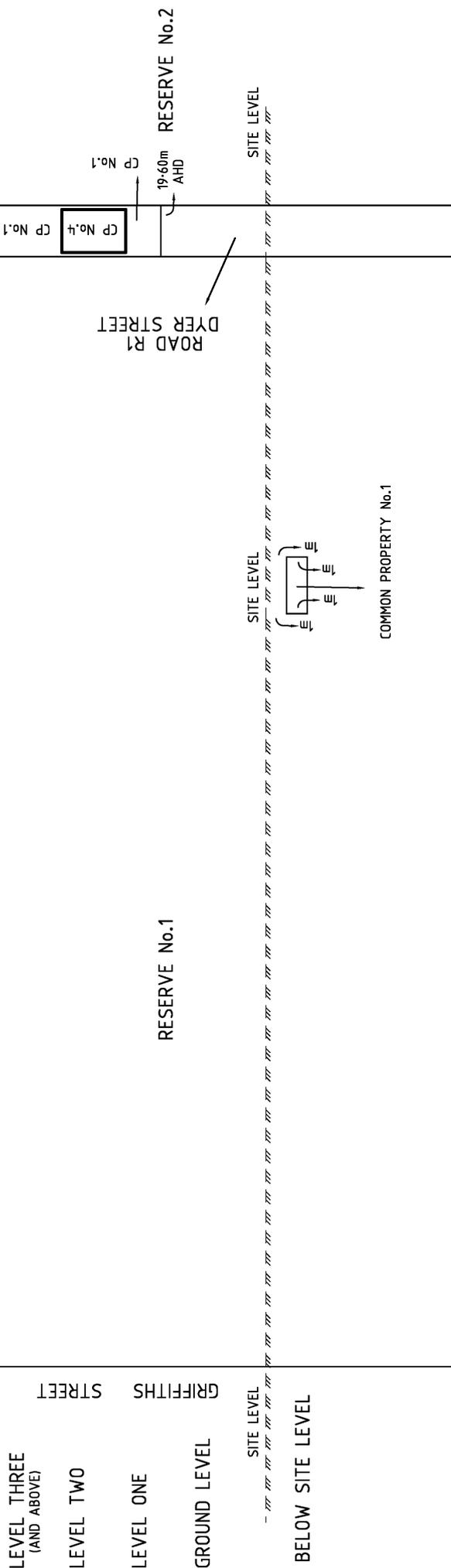
SCALE SHEET SIZE
N.T.S A3



Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

PS 640914E

PLAN OF SUBDIVISION



TYPICAL SECTION K - K'
NOT TO SCALE

SCALE
N.T.S

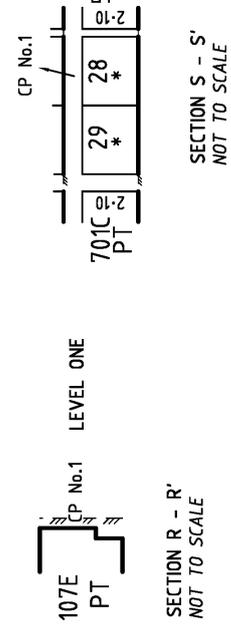
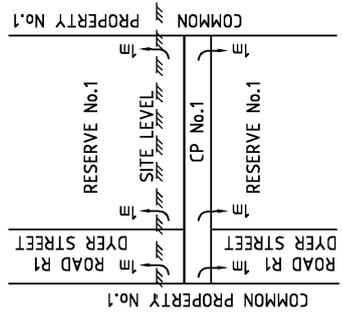
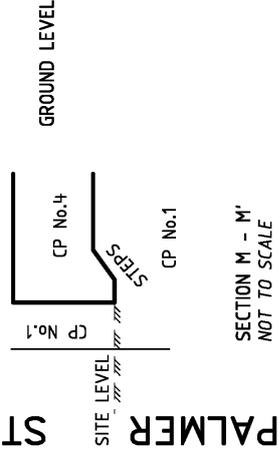
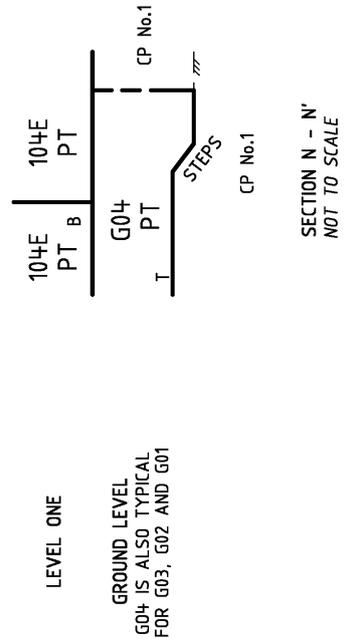
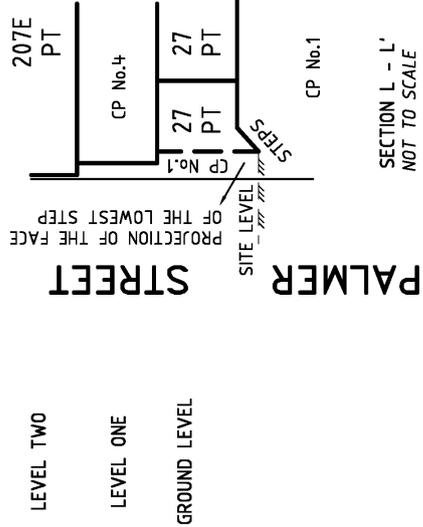
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SHEET 84

LICENSED SURVEYOR ADRIAN A. THOMAS
DATE 10/11/16 REFERENCE 7431
VERSION E DRAWING 743103AE



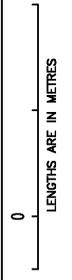
Bosco Jonson Pty Ltd
A.B.N. 15 169 138 827
P.O. Box 5075, South Melbourne, Vic. 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

PLAN OF SUBDIVISION PS 640914E



Bosco Jonson Pty Ltd
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 16 Eastern Road South Melbourne
 Vic 3205 Australia
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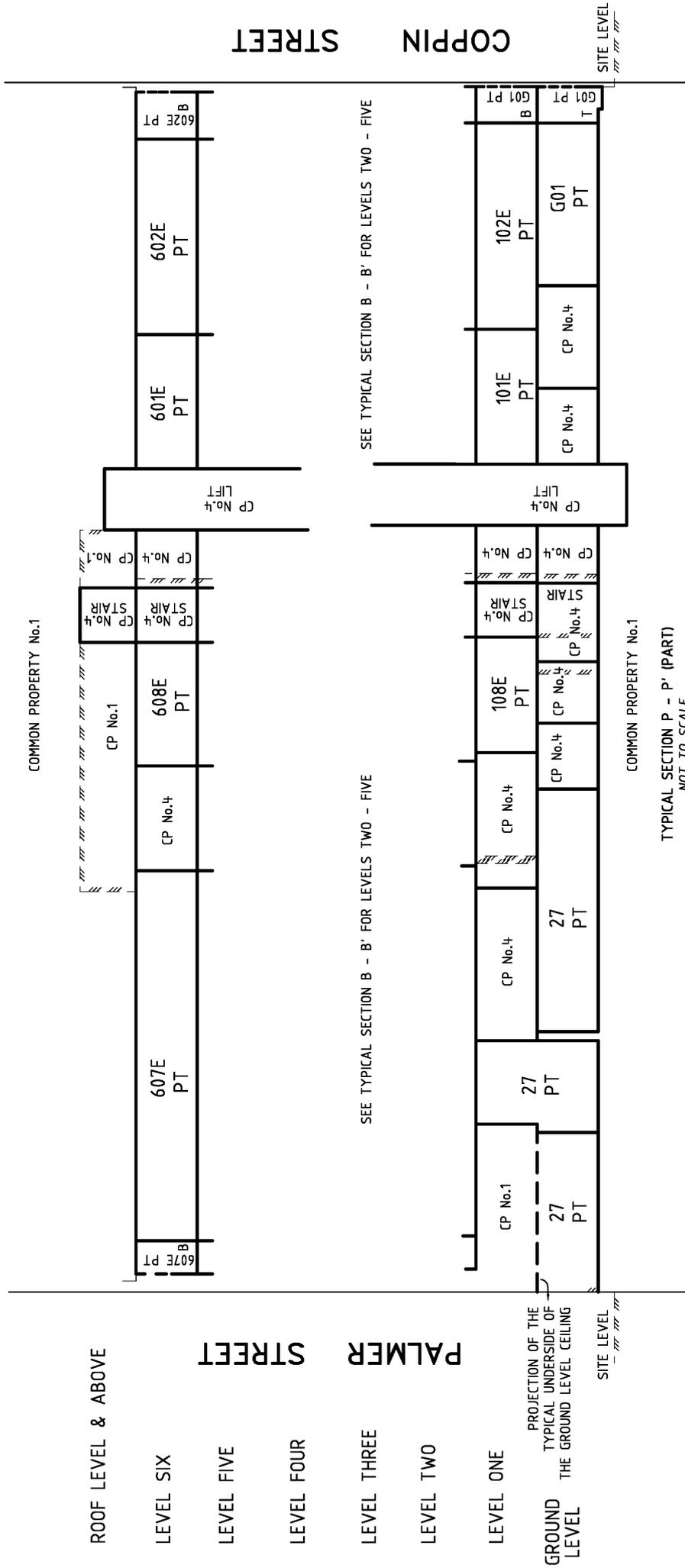
LICENSED SURVEYOR ADRIAN A. THOMAS
 DATE 10/11/16 REFERENCE 7431
 VERSION E DRAWING 743103AE



SCALE N.T.S.
 ORIGINAL SHEET SIZE A3
 SHEET 85

PLAN OF SUBDIVISION

PS 640914E



 <p>Bosco Jonson Pty Ltd A.B.N. 15 169 138 827 P.O. Box 5075, South Melbourne, Vic. 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992</p>	LICENSED SURVEYOR ADRIAN A. THOMAS	SCALE N.T.S	ORIGINAL SHEET SIZE A3 SHEET 86
	DATE 10/11/16 VERSION E	REFERENCE 7431 DRAWING 743103AE	LENGTHS ARE IN METRES 0



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Application by a Responsible Authority for the making of a Recording of an Agreement

Section 181 Planning and Environment Act 1987



Form 18

Lodged by:

Name: MADDOCKS
Phone: 9288 0555
Address: Level 6, 140 William Street, Melbourne, Victoria, 3000
Ref: KAL:NGW:A01C:6177489
Customer Code: 1167E

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

Land: Volume 11437 Folio 508

Responsible Authority: Yarra City Council of 333 Bridge Road, Richmond, Victoria

Section and Act under which agreement made: section 173 of the *Planning and Environment Act 1987*

A copy of the Agreement is attached to this Application

Date: 1/12/2014

Signature for Responsible Authority:

Name of officer:

VIJAYA VAIDYANATH

Position held:

CHIEF EXECUTIVE OFFICER

AL540710M

05/12/2014 \$116.50 173



Date 1 / 12 / 2014



Maddocks

Lawyers
140 William Street
Melbourne Victoria 3000 Australia

Telephone 61 3 9258 3555
Facsimile 61 3 9258 3666

info@maddocks.com.au
www.maddocks.com.au

DX 259 Melbourne

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

Subject Land: 1 Palmer Street, Richmond

Yarra City Council
and

Golden River Properties Pty Ltd
ACN 081 272 844

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05/12/2014 \$116.50 173



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Contents

1.	Definitions	1
2.	Interpretation	3
3.	Purposes of Agreement	4
4.	Reasons for Agreement	4
5.	Agreement required	4
6.	Owner's specific obligations	4
7.	Owner's further obligations	5
	7.1 Notice and registration	5
	7.2 Further actions	5
	7.3 Fees	5
	7.4 Council's costs to be paid	5
	7.5 Time for determining satisfaction	6
	7.6 Interest for overdue money	6
	7.7 Notification of compliance with Owner's obligations	6
8.	Agreement under section 173 of the Act	6
9.	Owner's warranties	6
10.	Successors in title	6
11.	General matters	7
	11.1 Notices	7
	11.2 No waiver	7
	11.3 Severability	7
	11.4 No fettering of Council's powers	7
	11.5 Inspection of documents	7
	11.6 Governing law	7
12.	Commencement of Agreement	7
13.	Ending of Agreement	7

AL540710M

05/12/2014 \$116.50 173



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Agreement under section 173 of the Planning and Environment Act 1987

Dated 1 / 12 / 2014

Parties

Name	Yarra City Council
Address	333 Bridge Road, Richmond, Victoria
Short name	Council

Name	Golden River Properties Pty Ltd ACN 081 272 844
Address	Level 1, 10-16 Queen Street, Melbourne, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 18 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage and caveat in favour of the Mortgagee and Caveator. The Mortgagee and Caveator consent to the Owner entering into this Agreement.

The Parties agree

1. Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement and includes this Agreement as amended from time to time.

Approved Provider means an experienced car sharing service or an experienced bicycle sharing service, as the case may be.

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Bicycle Share Arrangement means an arrangement with an Approved Provider and the Owner or the future Owner's Corporation for the Subject Land to ensure the provision, operation and use of Share Bicycles on the Subject Land.

Car Share Arrangement means an arrangement with an Approved Provider and the Owner or the future Owner's Corporation for the Subject Land to ensure the provision, operation and use of Car Share Vehicles on the Subject Land.

Car Share Vehicle means a vehicle provided by a car sharing service or operator for the purpose of being used as a Share Car.

Caveator means the person registered as caveator of the Subject Land.

CPI means the annual Consumer Price Index (All Groups-Melbourne) as published by the Australian Bureau of Statistics, or, if that index number is no longer published, its substitute as a cumulative indicator of the inflation rate in Australia, as determined by Council from time to time.

Current Address means:

- (a) for Council, the address shown on page one of this Agreement, or any other address listed on Council's website; and
- (b) for the Owner, the address shown on page one of this Agreement or any other address provided by the Owner to Council for any purpose relating to the Subject Land.

Current Email means:

- (a) for Council, Info@yarracity.vic.gov.au, or any other email address listed on Council's website; and
- (b) for the Owner, any email address provided by the Owner to Council for the express purpose of electronic communication regarding this Agreement.

Endorsed Plan means the plan endorsed with the stamp of Council from time to time as the plan which forms part of the Planning Permit.

Indexation means an annual adjustment to the Satisfaction Fee carried out in accordance with CPI.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land and includes a mortgagee-in-possession.

Owner's obligations includes the Owner's specific obligations and the Owner's further obligations.

Party or Parties means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Subject Land.

Planning Permit means planning permit no. PLN11/0420, as amended from time to time, issued on 29 November 2012, authorising construction of a building to accommodate dwellings, use for retail, food and drink premises and offices on the Subject Land in accordance with the Endorsed Plan.

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Planning Scheme means the Yarra Planning Scheme and any other planning scheme that applies to the Subject Land.

Satisfaction Fee means a fee payable by the Owner to Council for determining whether any one of the Owner's obligations has been undertaken to Council's satisfaction, or for deciding whether to give consent for anything this Agreement provides must not be done without Council's consent, and which is payable at the rate of:

- (a) \$102 if paid within 12 months from the date that this Agreement commences; or
- (b) \$102 plus Indexation if paid at any time after 12 months from the date that this Agreement commences.

Share Car means a car owned by the Approved Provider which can be reserved for personal use for periods of time. The car can be picked up at a designated place and returned to that place upon completion of the reservation.

Share Bicycle means a bicycle owned by the Approved Provider which can be reserved for personal use for periods of time. The bicycle can be picked up at a designated place and returned to that place upon completion of the reservation.

Subject Land means the land situated at 1 Palmer Street, Richmond being the land referred to in certificate of title volume 11437 folio 508 and any reference to the Subject Land includes any lot created by the subdivision of the Subject Land or any part of it.

2. Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;
- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

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3. Purposes of Agreement

The Parties acknowledge and agree that the purposes of this Agreement are to:

- 3.1 give effect to the Planning Permit; and
- 3.2 achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

4. Reasons for Agreement

The Parties acknowledge and agree that Council has entered into this Agreement for the following reasons:

- 4.1 upon deciding to grant the Planning Permit, Council included the condition requiring this Agreement; and
- 4.2 the Owner has elected to enter into this Agreement in order to take the benefit of the Planning Permit.

5. Agreement required

The Parties agree that this Agreement will continue to be required until the Owner has complied with all of the Owner's obligations.

6. Owner's specific obligations

The Owner covenants and agrees:

6.1 Car Share Arrangement

The Owner covenants and agrees that:

- 6.1.1 the Owner (or the Owner's Corporation with the consent of the Owner) will facilitate and maintain a Car Share Arrangement on the Subject Land with an Approved Provider;
- 6.1.2 the Car Share Arrangement must ensure that Car Share Vehicles are provided on the Subject Land for a minimum period of 3 years commencing from the date of the Car Share Arrangement or prior to the occupation of the last stage of the Development, whichever is the earlier;
- 6.1.3 the Owner (or the Owner's Corporation with the consent of the Owner) must use its best endeavours to secure the Car Share Arrangement for a further seven years commencing from the expiry of the initial Car Share Arrangement; and
- 6.1.4 except with the prior written consent of Council, upon the occupation of the Development, for the period of time specified in clause 6.1.2 and 6.1.3, there must be at least 2 Car Share Vehicles provided on Griffith Street, Richmond,

all at the full cost of the Owner or the Owner's Corporation to the satisfaction of Council.

AL540710M

05/12/2014 \$116.50 173



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6.2 Bicycle Share Arrangement

The Owner covenants and agrees that:

- 6.2.1 the Owner (or the Owner's Corporation with the consent of the Owner) will facilitate and maintain a Bicycle Share Arrangement on the Subject Land with an Approved Provider to the satisfaction of Council;
- 6.2.2 the Bicycle Share Arrangement must ensure that at least 7 Share Bicycles are provided on the Subject Land for a minimum period of 3 years commencing from the date of the Bicycle Share Arrangement or prior to the occupation of the last stage of the Development, whichever is the earlier;
- 6.2.3 the Owner (or the Owner's Corporation with the consent of the Owner) must use its best endeavours to secure the Bicycle Share Arrangement for a further seven years commencing from the expiry of the initial Bicycle Share Arrangement; and
- 6.2.4 except with the prior written consent of Council, upon the occupation of the Development, for the period of time specified in clause 6.2.2 and 6.2.3, there must be at least 7 Share Bicycles provided on the Subject Land,

all at the full cost of the Owner or the Owner's Corporation to the satisfaction of Council.

7. Owner's further obligations

7.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective occupiers, purchasers, lessees, licensees, mortgagees, chargees, transferees and assigns.

7.2 Further actions

The Owner:

- 7.2.1 must do all things necessary to give effect to this Agreement;
- 7.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the certificate of title of the Subject Land in accordance with section 181 of the Act; and
- 7.2.3 agree to do all things necessary to enable Council to do so, including:
 - (a) sign any further agreement, acknowledgment or document; and
 - (b) obtain all necessary consents to enable the recording to be made.

7.3 Fees

The Owner must pay any Satisfaction Fee to Council within 14 days after a written request for payment.

7.4 Council's costs to be paid

The Owner must pay to Council within 14 days after a written request for payment, Council's costs and expenses (including legal expenses) relating to this Agreement, including:

- 7.4.1 preparing, drafting, finalising, signing, recording and enforcing this Agreement;

AL540710M

05/12/2014 \$116.50 173



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- 7.4.2 preparing, drafting, finalising and recording any amendment to this Agreement;
- 7.4.3 determining whether any of the Owner's obligations have been undertaken to Council's satisfaction; and
- 7.4.4 preparing, drafting, finalising and recording any document to give effect to the ending of this Agreement.

7.5 Time for determining satisfaction

If Council makes a request for payment of:

- 7.5.1 a fee under clause 7.3; or
- 7.5.2 any costs or expenses under clause 7.4.3,

the Parties agree that Council will not decide whether the Owner's obligation has been undertaken to Council's satisfaction, or whether to grant the consent sought, until payment has been made to Council in accordance with the request.

7.6 Interest for overdue money

- 7.6.1 The Owner must pay to Council interest in accordance with section 227A of the *Local Government Act* 1989 on any amount due under this Agreement that is not paid by the due date.
- 7.6.2 If interest is owing, Council will apply any payment made to interest and any balance of the payment to the principal amount.

7.7 Notification of compliance with Owner's obligations

The Owner must notify Council of its compliance with all of the Owner's obligations.

8. Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement, and insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

9. Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

10. Successors in title

Until such time as a memorandum of this Agreement is recorded on the certificate of title of the Subject Land, the Owner must require successors in title to:

- 10.1 give effect to this Agreement; and
- 10.2 enter into a deed agreeing to be bound by the terms of this Agreement.

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05/12/2014 \$116.50 173



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11. General matters**11.1 Notices**

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

- 11.1.1 personally on the other Party;
- 11.1.2 by leaving it at the other Party's Current Address;
- 11.1.3 by posting it by prepaid post addressed to the other Party at the other Party's Current Address; or
- 11.1.4 by email to the other Party's Current Email.

11.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

11.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

11.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make decisions or impose requirements or conditions in connection with the grant of planning approvals or certification of plans subdividing the Subject Land or relating to use or development of the Subject Land.

11.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

11.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

12. Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date Council executes this Agreement.

13. Ending of Agreement

- 13.1 This Agreement ends when the Owner has complied with all of the Owner's obligations.



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- 13.2 After this Agreement has ended, Council will, at the Owner's written request, apply to the Registrar of Titles under section 183(1) of the Act to cancel the record of this Agreement.

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05/12/2014 \$116.50 173



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05/12/2014 \$116.50 173



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Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed sealed and delivered for and on behalf, and with the authority, of the **Yarra City Council** by the member of Council staff occupying the position or title of or acting in the position of Chief Executive Officer in the presence of:

)
)
)
)
)

Witness

Executed by **Golden River Properties Pty Ltd ACN 081 272 844** in accordance with section 127(1) of the *Corporations Act 2001*:

)
)
)
)

Signature of Director

CLEMENT LEE

Print full name

Signature of Director (or Company Secretary)

DELEK CHEAH

Print full name

Mortgagee's Consent

Macriver Pty Ltd as Mortgagee under instrument of mortgage no. AH619915Q consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

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Mortgagee's Consent

Westpac Banking Corporation as Mortgagee under instrument of mortgage no. AJ499603G consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

..... *N/A*

Caveator's Consent

Citipower Pty Ltd as Caveator of registered caveat no. AK917683W consents to the Owner entering into this Agreement.

..... *Please see next page*

AL540710M

05/12/2014 \$116.50 173



Our Ref: X9028 97AQ3001

15 October 2014

The Registrar of Titles
Land Titles Office
Marland House
570 Bourke Street
MELBOURNE 3000

Dear Sir/Madam

**CAVEATORS CONSENT - CAVEAT NO AK917683W
REGISTERED PROPRIETOR – GOLDEN RIVER PROPERTIES PTY LTD
PROPERTY AT 1 PALMER STREET (STAGE 2), RICHMOND
CERTIFICATE OF TITLE VOLUME 11437 FOLIO 508
DEALING – SECTION 173 AGREEMENT BETWEEN GOLDEN RIVER
PROPERTIES PTY LTD AND YARRA CITY COUNCIL**

CitiPower Pty of 40 Market Street, Melbourne being the Caveator described in the abovementioned Caveat hereby consent to the registration of the abovementioned dealing.

Please contact Christine Giulieri, Manager Real Estate on 9683 4273 or email cgiulieri@powercor.com.au if you require any additional information or assistance.

Yours faithfully

A handwritten signature in black ink, appearing to read 'Simon Lucas'.

Simon Lucas
COMPANY SECRETARY

REGISTERED OFFICE

40 Market Street, Melbourne VIC Australia Telephone: (03) 9683 4444 Facsimile: (03) 9683 4499
Address all Correspondence to: Locked Bag 14031 Melbourne VIC 8001
Citipower Pty ABN 76 064 651 056 General Enquiries 1300 301 101 www.citipower.com.au



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 21/07/2025 10:00:49 AM

OWNERS CORPORATION 1
PLAN NO. PS640914E

The land in PS640914E is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1 - 4, Lots 1, 1C, 1D, 2, 2C, 2D, 3, 3D, 4, 5, 5D, 6 - 25, 27 - 29, 101A, 101C, 101D, 101E, 102A, 102C, 102D, 102E, 103A, 103C, 103D, 103E, 104A, 104C, 104D, 104E, 105C, 105E, 106C, 106E, 107C, 107E, 108C, 108E, 109C, 201A, 201B, 201C, 201D, 201E, 202A, 202B, 202C, 202D, 202E, 203A, 203B, 203C, 203D, 203E, 204A, 204B, 204C, 204D, 204E, 205A, 205B, 205C, 205D, 205E, 206A, 206B, 206C, 206D, 206E, 207A, 207B, 207C, 207E, 208A, 208B, 208C, 208E, 209A, 209B, 209C, 209E, 210A, 210B, 210C, 211A, 211B, 212A, 212B, 213A, 213B, 214A, 214B, 301A, 301B, 301C, 301D, 301E, 302A, 302B, 302C, 302D, 302E, 303A, 303B, 303C, 303D, 303E, 304A, 304B, 304C, 304D, 304E, 305A, 305B, 305C, 305D, 305E, 306A, 306B, 306C, 306E, 307A, 307B, 307C, 307E, 308A, 308B, 308C, 308E, 309A, 309B, 309C, 309E, 310A, 310B, 310C, 311A, 311B, 312A, 312B, 313A, 313B, 314A, 314B, 401A, 401B, 401C, 401D, 401E, 402A, 402B, 402C, 402D, 402E, 403A, 403B, 403C, 403D, 403E, 404A, 404B, 404C, 404D, 404E, 405A, 405B, 405C, 405D, 405E, 406A, 406B, 406C, 406D, 406E, 407A, 407B, 407C, 407D, 407E, 408A, 408B, 408C, 408E, 409A, 409B, 409C, 409E, 410A, 410B, 410C, 411A, 411C, 412C, 413C, 414C, 415C, 416C, 417C, 418C, 419C, 420C, 421C, 501A, 501C, 501D, 501E, 502A, 502C, 502D, 502E, 503A, 503D, 503E, 504A, 504C, 504D, 504E, 505A, 505C, 505D, 505E, 506A, 506C, 506D, 506E, 507A, 507C, 507D, 507E, 508C, 508E, 509C, 510C, 511C, 512C, 513C, 514C, 515C, 516C, 517C, 518C, 519C, 520C, 521C, 522C, 523C, 524C, 525C, 601C, 601D, 601E, 602C, 602D, 602E, 603C, 603D, 603E, 604C, 604D, 604E, 605C, 605D, 605E, 606C, 606D, 606E, 607C, 607D, 607E, 608C, 608E, 609C, 610C, 611C, 612C, 613C, 614C, 615C, 616C, 617C, 618C, 619C, 620C, 621C, 622C, 623C, 624C, 625C, 701C, 702C, 704C, 706C, 707C, 708C, 709C, 710C, 711C, 712C, 713C, 714C, 715C, 716C, 717C, 718C, 719C, 720C, 721C, 722C, 723C, 724C, 725C, 801C, 802C, 804C, 805C, 806C, 807C, 808C, 809C, 810C, 811C, 812C, 813C, 814C, 815C, 816C, 819C, 820C, 821C, 822C, 823C, 824C, 825C, 901C, 902C, 904C, 905C, 906C, 907C, 908C, 909C, 910C, 911C, 912C, 913C, 914C, 915C, 916C, 918C, 919C, 921C, 922C, 923C, 925C, 1001C, 1002C, 1003C, 1004C, 1005C, 1006C, 1007C, G01, G02, G03, G04.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

BLUESTONE OCM PTY LTD, LEVEL 3 312 ST KILDA ROAD MELBOURNE VIC 3004

AV417763R 18/03/2022

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. AM952967Q 20/07/2016

Additional Owners Corporation Information:

OC019033E 01/08/2013

Notations:



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

**OWNERS CORPORATION 1
PLAN NO. PS640914E**

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2. Only the members of Owners Corporation 3 are entitled to use Common Property No. 3. Only the members of Owners Corporation 4 are entitled to use Common Property No. 4.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Common Property 3	0	0
Common Property 4	0	0
Lot 1	470	456
Lot 1C	460	451
Lot 1D	565	621
Lot 2	490	494
Lot 2C	460	452
Lot 2D	550	601
Lot 3	490	488
Lot 3D	1100	1202
Lot 4	475	462
Lot 5	945	950
Lot 5D	547	414
Lot 6	940	957
Lot 7	890	931
Lot 8	890	931
Lot 9	890	931
Lot 10	890	931
Lot 11	890	931
Lot 12	890	931
Lot 13	890	931
Lot 14	890	931
Lot 15	940	956
Lot 16	955	963



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

OWNERS CORPORATION 1
PLAN NO. PS640914E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 17	900	938
Lot 18	900	931
Lot 19	900	925
Lot 20	925	925
Lot 21	900	893
Lot 22	40	51
Lot 23	938	738
Lot 24	537	406
Lot 25	480	359
Lot 27	1644	1267
Lot 28	40	51
Lot 29	40	51
Lot 101A	495	500
Lot 101C	450	489
Lot 101D	570	621
Lot 101E	535	541
Lot 102A	495	488
Lot 102C	450	489
Lot 102D	555	601
Lot 102E	1075	873
Lot 103A	495	488
Lot 103C	535	583
Lot 103D	555	601
Lot 103E	610	568
Lot 104A	480	462
Lot 104C	535	599
Lot 104D	555	601
Lot 104E	1100	906
Lot 105C	535	598



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

OWNERS CORPORATION 1
PLAN NO. PS640914E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 105E	895	810
Lot 106C	535	598
Lot 106E	600	569
Lot 107C	535	590
Lot 107E	555	522
Lot 108C	380	368
Lot 108E	480	498
Lot 109C	630	716
Lot 201A	450	450
Lot 201B	455	443
Lot 201C	435	463
Lot 201D	645	715
Lot 201E	540	541
Lot 202A	450	443
Lot 202B	455	443
Lot 202C	450	457
Lot 202D	560	595
Lot 202E	1100	873
Lot 203A	450	443
Lot 203B	455	443
Lot 203C	400	387
Lot 203D	575	621
Lot 203E	615	568
Lot 204A	680	703
Lot 204B	465	412
Lot 204C	540	583
Lot 204D	560	601
Lot 204E	1135	906
Lot 205A	760	754



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

OWNERS CORPORATION 1
PLAN NO. PS640914E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 205B	425	361
Lot 205C	540	599
Lot 205D	560	601
Lot 205E	940	810
Lot 206A	690	710
Lot 206B	760	785
Lot 206C	540	598
Lot 206D	560	601
Lot 206E	940	816
Lot 207A	650	659
Lot 207B	650	659
Lot 207C	540	598
Lot 207E	825	751
Lot 208A	650	659
Lot 208B	650	659
Lot 208C	540	590
Lot 208E	1850	1390
Lot 209A	795	779
Lot 209B	650	659
Lot 209C	390	368
Lot 209E	485	498
Lot 210A	660	697
Lot 210B	545	614
Lot 210C	640	716
Lot 211A	515	513
Lot 211B	515	513
Lot 212A	515	513
Lot 212B	515	513
Lot 213A	475	469



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

OWNERS CORPORATION 1
PLAN NO. PS640914E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 213B	475	469
Lot 214A	490	494
Lot 214B	490	494
Lot 301A	660	665
Lot 301B	650	665
Lot 301C	440	463
Lot 301D	770	778
Lot 301E	545	541
Lot 302A	660	665
Lot 302B	650	671
Lot 302C	460	470
Lot 302D	680	675
Lot 302E	1120	873
Lot 303A	485	475
Lot 303B	590	614
Lot 303C	545	580
Lot 303D	490	519
Lot 303E	620	568
Lot 304A	365	298
Lot 304B	375	298
Lot 304C	550	552
Lot 304D	490	519
Lot 304E	1145	906
Lot 305A	555	576
Lot 305B	545	576
Lot 305C	480	498
Lot 305D	730	806
Lot 305E	945	810
Lot 306A	475	443



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

OWNERS CORPORATION 1
PLAN NO. PS640914E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 306B	475	443
Lot 306C	730	765
Lot 306E	945	816
Lot 307A	840	868
Lot 307B	840	880
Lot 307C	730	765
Lot 307E	835	751
Lot 308A	680	716
Lot 308B	525	589
Lot 308C	715	743
Lot 308E	1880	1390
Lot 309A	500	500
Lot 309B	500	507
Lot 309C	500	476
Lot 309E	490	498
Lot 310A	500	500
Lot 310B	500	500
Lot 310C	745	759
Lot 311A	460	450
Lot 311B	460	450
Lot 312A	475	469
Lot 312B	475	469
Lot 313A	495	456
Lot 313B	495	450
Lot 314A	470	450
Lot 314B	460	443
Lot 401A	670	665
Lot 401B	660	665
Lot 401C	1940	1985



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

OWNERS CORPORATION 1
PLAN NO. PS640914E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 401D	680	694
Lot 401E	550	541
Lot 402A	790	823
Lot 402B	470	450
Lot 402C	695	702
Lot 402D	395	394
Lot 402E	1130	873
Lot 403A	810	823
Lot 403B	810	785
Lot 403C	695	702
Lot 403D	399	402
Lot 403E	625	568
Lot 404A	690	671
Lot 404B	720	690
Lot 404C	675	683
Lot 404D	565	633
Lot 404E	1155	906
Lot 405A	800	785
Lot 405B	800	817
Lot 405C	475	447
Lot 405D	565	626
Lot 405E	1010	860
Lot 406A	695	716
Lot 406B	670	684
Lot 406C	710	719
Lot 406D	565	626
Lot 406E	1010	867
Lot 407A	505	500
Lot 407B	505	507



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

OWNERS CORPORATION 1
PLAN NO. PS640914E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 407C	555	618
Lot 407D	1320	1335
Lot 407E	855	751
Lot 408A	465	450
Lot 408B	480	469
Lot 408C	555	618
Lot 408E	1930	1390
Lot 409A	480	468
Lot 409B	460	450
Lot 409C	450	466
Lot 409E	495	498
Lot 410A	460	443
Lot 410B	465	442
Lot 410C	645	683
Lot 411A	475	450
Lot 411C	645	683
Lot 412C	455	468
Lot 413C	430	479
Lot 414C	475	487
Lot 415C	580	651
Lot 416C	550	546
Lot 417C	440	444
Lot 418C	440	444
Lot 419C	440	444
Lot 420C	440	444
Lot 421C	443	454
Lot 501A	680	665
Lot 501C	465	454
Lot 501D	690	693



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

OWNERS CORPORATION 1
PLAN NO. PS640914E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 501E	580	579
Lot 502A	1300	1216
Lot 502C	1400	1400
Lot 502D	475	509
Lot 502E	1760	1336
Lot 503A	1250	1248
Lot 503D	410	363
Lot 503E	1740	1297
Lot 504A	755	709
Lot 504C	680	682
Lot 504D	550	607
Lot 504E	1030	860
Lot 505A	515	493
Lot 505C	480	446
Lot 505D	550	607
Lot 505E	1030	867
Lot 506A	475	442
Lot 506C	715	718
Lot 506D	550	607
Lot 506E	570	531
Lot 507A	485	450
Lot 507C	660	729
Lot 507D	1335	1332
Lot 507E	1970	1390
Lot 508C	355	336
Lot 508E	500	498
Lot 509C	555	607
Lot 510C	555	607
Lot 511C	400	453



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

OWNERS CORPORATION 1
PLAN NO. PS640914E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 512C	650	685
Lot 513C	650	685
Lot 514C	460	470
Lot 515C	435	452
Lot 516C	480	487
Lot 517C	585	651
Lot 518C	555	546
Lot 519C	448	454
Lot 520C	448	454
Lot 521C	448	454
Lot 522C	448	454
Lot 523C	448	454
Lot 524C	1005	1064
Lot 525C	540	515
Lot 601C	470	454
Lot 601D	700	693
Lot 601E	595	579
Lot 602C	705	702
Lot 602D	485	509
Lot 602E	1810	1336
Lot 603C	705	702
Lot 603D	420	363
Lot 603E	1790	1297
Lot 604C	685	683
Lot 604D	555	607
Lot 604E	1060	860
Lot 605C	485	447
Lot 605D	555	607
Lot 605E	1060	867



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

OWNERS CORPORATION 1
PLAN NO. PS640914E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 606C	720	719
Lot 606D	565	607
Lot 606E	595	531
Lot 607C	660	729
Lot 607D	1355	1332
Lot 607E	2020	1390
Lot 608C	395	393
Lot 608E	515	498
Lot 609C	560	607
Lot 610C	560	607
Lot 611C	445	454
Lot 612C	655	685
Lot 613C	655	685
Lot 614C	465	470
Lot 615C	450	452
Lot 616C	485	487
Lot 617C	590	650
Lot 618C	560	546
Lot 619C	453	454
Lot 620C	453	454
Lot 621C	453	454
Lot 622C	453	454
Lot 623C	453	454
Lot 624C	1015	1067
Lot 625C	550	515
Lot 701C	475	454
Lot 702C	1440	1400
Lot 704C	1180	1128
Lot 706C	730	718



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

OWNERS CORPORATION 1
PLAN NO. PS640914E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 707C	685	729
Lot 708C	400	393
Lot 709C	565	607
Lot 710C	565	607
Lot 711C	455	454
Lot 712C	660	685
Lot 713C	660	685
Lot 714C	470	470
Lot 715C	475	452
Lot 716C	490	487
Lot 717C	595	650
Lot 718C	565	546
Lot 719C	455	443
Lot 720C	458	454
Lot 721C	455	444
Lot 722C	455	444
Lot 723C	458	444
Lot 724C	1030	1064
Lot 725C	560	515
Lot 801C	480	454
Lot 802C	1450	1404
Lot 804C	695	683
Lot 805C	495	447
Lot 806C	745	719
Lot 807C	695	729
Lot 808C	405	393
Lot 809C	580	607
Lot 810C	580	607
Lot 811C	465	454



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

OWNERS CORPORATION 1
PLAN NO. PS640914E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 812C	665	685
Lot 813C	665	685
Lot 814C	480	470
Lot 815C	485	452
Lot 816C	1620	1633
Lot 819C	470	443
Lot 820C	475	444
Lot 821C	475	444
Lot 822C	475	444
Lot 823C	475	444
Lot 824C	1045	1067
Lot 825C	565	515
Lot 901C	485	454
Lot 902C	1460	1400
Lot 904C	700	682
Lot 905C	500	446
Lot 906C	750	718
Lot 907C	700	729
Lot 908C	410	393
Lot 909C	590	607
Lot 910C	590	607
Lot 911C	475	454
Lot 912C	675	685
Lot 913C	675	685
Lot 914C	485	470
Lot 915C	490	452
Lot 916C	1100	1138
Lot 918C	575	546
Lot 919C	970	887



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

OWNERS CORPORATION 1
PLAN NO. PS640914E

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 921C	485	444
Lot 922C	485	444
Lot 923C	1545	1508
Lot 925C	570	515
Lot 1001C	1790	1624
Lot 1002C	1300	1093
Lot 1003C	1400	1172
Lot 1004C	2390	2122
Lot 1005C	895	818
Lot 1006C	925	813
Lot 1007C	1450	1314
Lot G01	575	546
Lot G02	550	525
Lot G03	890	797
Lot G04	1455	1374
Total	261954.00	253533.00

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.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 21/07/2025 10:00:49 AM

OWNERS CORPORATION 3
PLAN NO. PS640914E

The land in PS640914E is affected by 4 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 3, Lots 1C, 1D, 2C, 2D, 3D, 5D, 101C, 101D, 101E, 102C, 102D, 102E, 103C, 103D, 103E, 104C, 104D, 104E, 105C, 105E, 106C, 106E, 107C, 107E, 108C, 108E, 109C, 201C, 201D, 201E, 202C, 202D, 202E, 203C, 203D, 203E, 204C, 204D, 204E, 205C, 205D, 205E, 206C, 206D, 206E, 207C, 207E, 208C, 208E, 209C, 209E, 210C, 301C, 301D, 301E, 302C, 302D, 302E, 303C, 303D, 303E, 304C, 304D, 304E, 305C, 305D, 305E, 306C, 306E, 307C, 307E, 308C, 308E, 309C, 309E, 310C, 401C, 401D, 401E, 402C, 402D, 402E, 403C, 403D, 403E, 404C, 404D, 404E, 405C, 405D, 405E, 406C, 406D, 406E, 407C, 407D, 407E, 408C, 408E, 409C, 409E, 410C, 411C, 412C, 413C, 414C, 415C, 416C, 417C, 418C, 419C, 420C, 421C, 501C, 501D, 501E, 502C, 502D, 502E, 503D, 503E, 504C, 504D, 504E, 505C, 505D, 505E, 506C, 506D, 506E, 507C, 507D, 507E, 508C, 508E, 509C, 510C, 511C, 512C, 513C, 514C, 515C, 516C, 517C, 518C, 519C, 520C, 521C, 522C, 523C, 524C, 525C, 601C, 601D, 601E, 602C, 602D, 602E, 603C, 603D, 603E, 604C, 604D, 604E, 605C, 605D, 605E, 606C, 606D, 606E, 607C, 607D, 607E, 608C, 608E, 609C, 610C, 611C, 612C, 613C, 614C, 615C, 616C, 617C, 618C, 619C, 620C, 621C, 622C, 623C, 624C, 625C, 701C, 702C, 704C, 706C, 707C, 708C, 709C, 710C, 711C, 712C, 713C, 714C, 715C, 716C, 717C, 718C, 719C, 720C, 721C, 722C, 723C, 724C, 725C, 801C, 802C, 804C, 805C, 806C, 807C, 808C, 809C, 810C, 811C, 812C, 813C, 814C, 815C, 816C, 819C, 820C, 821C, 822C, 823C, 824C, 825C, 901C, 902C, 904C, 905C, 906C, 907C, 908C, 909C, 910C, 911C, 912C, 913C, 914C, 915C, 916C, 918C, 919C, 921C, 922C, 923C, 925C, 1001C, 1002C, 1003C, 1004C, 1005C, 1006C, 1007C, G01, G02, G03, G04.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

BLUESTONE OCM PTY LTD, LEVEL 3 312 ST KILDA ROAD MELBOURNE VIC 3004

AV417763R 18/03/2022

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC031826W 09/09/2016

Notations:

Folio of the Register for Common Property No. 3 is in the name of Owners Corporation 1. Members of Owners Corporation 3 are also affected by Owners Corporation 1.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

**OWNERS CORPORATION 3
PLAN NO. PS640914E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 3	0	0
Lot 1C	460	451
Lot 1D	565	621
Lot 2C	460	452
Lot 2D	550	601
Lot 3D	1100	1202
Lot 5D	547	414
Lot 101C	450	489
Lot 101D	570	621
Lot 101E	268	271
Lot 102C	450	489
Lot 102D	555	601
Lot 102E	537	437
Lot 103C	535	583
Lot 103D	555	601
Lot 103E	305	284
Lot 104C	535	599
Lot 104D	555	601
Lot 104E	550	453
Lot 105C	535	598
Lot 105E	448	405
Lot 106C	535	598
Lot 106E	300	285
Lot 107C	535	590
Lot 107E	278	261
Lot 108C	380	368
Lot 108E	240	249
Lot 109C	630	716
Lot 201C	435	463



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

**OWNERS CORPORATION 3
PLAN NO. PS640914E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 201D	645	715
Lot 201E	270	271
Lot 202C	450	457
Lot 202D	560	595
Lot 202E	550	437
Lot 203C	400	387
Lot 203D	575	621
Lot 203E	308	284
Lot 204C	540	583
Lot 204D	560	601
Lot 204E	568	453
Lot 205C	540	599
Lot 205D	560	601
Lot 205E	470	405
Lot 206C	540	598
Lot 206D	560	601
Lot 206E	470	408
Lot 207C	540	598
Lot 207E	413	376
Lot 208C	540	590
Lot 208E	925	695
Lot 209C	390	368
Lot 209E	243	249
Lot 210C	640	716
Lot 301C	440	463
Lot 301D	770	778
Lot 301E	273	271
Lot 302C	460	470
Lot 302D	680	675



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

**OWNERS CORPORATION 3
PLAN NO. PS640914E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 302E	560	437
Lot 303C	545	580
Lot 303D	490	519
Lot 303E	310	284
Lot 304C	550	552
Lot 304D	490	519
Lot 304E	573	453
Lot 305C	480	498
Lot 305D	730	806
Lot 305E	473	405
Lot 306C	730	765
Lot 306E	473	408
Lot 307C	730	765
Lot 307E	418	376
Lot 308C	715	743
Lot 308E	940	695
Lot 309C	500	476
Lot 309E	245	249
Lot 310C	745	759
Lot 401C	1940	1985
Lot 401D	680	694
Lot 401E	275	271
Lot 402C	695	702
Lot 402D	395	394
Lot 402E	565	437
Lot 403C	695	702
Lot 403D	399	402
Lot 403E	313	284
Lot 404C	675	683



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

**OWNERS CORPORATION 3
PLAN NO. PS640914E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 404D	565	633
Lot 404E	578	453
Lot 405C	475	447
Lot 405D	565	626
Lot 405E	505	430
Lot 406C	710	719
Lot 406D	565	626
Lot 406E	505	434
Lot 407C	555	618
Lot 407D	1320	1335
Lot 407E	428	376
Lot 408C	555	618
Lot 408E	965	695
Lot 409C	450	466
Lot 409E	248	249
Lot 410C	645	683
Lot 411C	645	683
Lot 412C	455	468
Lot 413C	430	479
Lot 414C	475	487
Lot 415C	580	651
Lot 416C	550	546
Lot 417C	440	444
Lot 418C	440	444
Lot 419C	440	444
Lot 420C	440	444
Lot 421C	443	454
Lot 501C	465	454
Lot 501D	690	693



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

**OWNERS CORPORATION 3
PLAN NO. PS640914E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 501E	290	290
Lot 502C	1400	1400
Lot 502D	475	509
Lot 502E	880	668
Lot 503D	410	363
Lot 503E	870	649
Lot 504C	680	682
Lot 504D	550	607
Lot 504E	515	430
Lot 505C	480	446
Lot 505D	550	607
Lot 505E	515	434
Lot 506C	715	718
Lot 506D	550	607
Lot 506E	285	266
Lot 507C	660	729
Lot 507D	1335	1332
Lot 507E	985	695
Lot 508C	355	336
Lot 508E	250	249
Lot 509C	555	607
Lot 510C	555	607
Lot 511C	400	453
Lot 512C	650	685
Lot 513C	650	685
Lot 514C	460	470
Lot 515C	435	452
Lot 516C	480	487
Lot 517C	585	651



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

**OWNERS CORPORATION 3
PLAN NO. PS640914E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 518C	555	546
Lot 519C	448	454
Lot 520C	448	454
Lot 521C	448	454
Lot 522C	448	454
Lot 523C	448	454
Lot 524C	1005	1064
Lot 525C	540	515
Lot 601C	470	454
Lot 601D	700	693
Lot 601E	298	290
Lot 602C	705	702
Lot 602D	485	509
Lot 602E	905	668
Lot 603C	705	702
Lot 603D	420	363
Lot 603E	895	649
Lot 604C	685	683
Lot 604D	555	607
Lot 604E	530	430
Lot 605C	485	447
Lot 605D	555	607
Lot 605E	530	434
Lot 606C	720	719
Lot 606D	565	607
Lot 606E	298	266
Lot 607C	660	729
Lot 607D	1355	1332
Lot 607E	1010	695



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

**OWNERS CORPORATION 3
PLAN NO. PS640914E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 608C	395	393
Lot 608E	258	249
Lot 609C	560	607
Lot 610C	560	607
Lot 611C	445	454
Lot 612C	655	685
Lot 613C	655	685
Lot 614C	465	470
Lot 615C	450	452
Lot 616C	485	487
Lot 617C	590	650
Lot 618C	560	546
Lot 619C	453	454
Lot 620C	453	454
Lot 621C	453	454
Lot 622C	453	454
Lot 623C	453	454
Lot 624C	1015	1067
Lot 625C	550	515
Lot 701C	475	454
Lot 702C	1440	1400
Lot 704C	1180	1128
Lot 706C	730	718
Lot 707C	685	729
Lot 708C	400	393
Lot 709C	565	607
Lot 710C	565	607
Lot 711C	455	454
Lot 712C	660	685



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

**OWNERS CORPORATION 3
PLAN NO. PS640914E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 713C	660	685
Lot 714C	470	470
Lot 715C	475	452
Lot 716C	490	487
Lot 717C	595	650
Lot 718C	565	546
Lot 719C	455	443
Lot 720C	458	454
Lot 721C	455	444
Lot 722C	455	444
Lot 723C	458	444
Lot 724C	1030	1064
Lot 725C	560	515
Lot 801C	480	454
Lot 802C	1450	1404
Lot 804C	695	683
Lot 805C	495	447
Lot 806C	745	719
Lot 807C	695	729
Lot 808C	405	393
Lot 809C	580	607
Lot 810C	580	607
Lot 811C	465	454
Lot 812C	665	685
Lot 813C	665	685
Lot 814C	480	470
Lot 815C	485	452
Lot 816C	1620	1633
Lot 819C	470	443



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

**OWNERS CORPORATION 3
PLAN NO. PS640914E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 820C	475	444
Lot 821C	475	444
Lot 822C	475	444
Lot 823C	475	444
Lot 824C	1045	1067
Lot 825C	565	515
Lot 901C	485	454
Lot 902C	1460	1400
Lot 904C	700	682
Lot 905C	500	446
Lot 906C	750	718
Lot 907C	700	729
Lot 908C	410	393
Lot 909C	590	607
Lot 910C	590	607
Lot 911C	475	454
Lot 912C	675	685
Lot 913C	675	685
Lot 914C	485	470
Lot 915C	490	452
Lot 916C	1100	1138
Lot 918C	575	546
Lot 919C	970	887
Lot 921C	485	444
Lot 922C	485	444
Lot 923C	1545	1508
Lot 925C	570	515
Lot 1001C	1790	1624
Lot 1002C	1300	1093



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 21/07/2025 10:00:49 AM

**OWNERS CORPORATION 3
PLAN NO. PS640914E**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 1003C	1400	1172
Lot 1004C	2390	2122
Lot 1005C	895	818
Lot 1006C	925	813
Lot 1007C	1450	1314
Lot G01	288	273
Lot G02	275	263
Lot G03	445	399
Lot G04	728	687
Total	162865.00	159680.00

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.

30 July 2025

Landata
Victoria (Serv)
LOCKED BAG 20005
MELBOURNE Vic 3001

Council Reference: wBC25/02108
Your Reference:
Agent Reference: 77600590-025-5
Address: 701/1 Dyer St Richmond



Yarra City Council
ABN 98 394 086 520

PO Box 168
Richmond VIC 3121

03 9205 5555
info@yarracity.vic.gov.au
yarracity.vic.gov.au

BUILDING REGULATIONS 2018
Regulation 51
REQUEST FOR BUILDING APPROVAL PARTICULARS

We acknowledge your request for building particulars regarding the above property. Our building records indicate the following information.

52. Details of building permits issued in the preceding ten (10) years:

Building Permit Number	Issue Date	Description of Works	Occupancy Permit or Certificate of Final Inspection Date
2014/006400/1	2014-12-09	Construction of Multi-Storey Residential Development - Stage 1	15/09/2016
2014/006400/2	2015-02-03	Construction of Multi-Storey Residential Development - Stage 2	15/09/2016
2014/006400/3	2015-04-22	Construction of Multi-Storey Residential Development - Stage 3	15/09/2016
2014/006400/4	2015-05-12	Construction of Multi-Storey Residential Development - Stage 4	15/09/2016
2014/006400/5	2015-06-09	Construction of Multi-Storey Residential Development - Stage 5	15/09/2016
2014/006400/6	2015-07-03	Construction of Multi-Storey Residential Development - Stage 6	15/09/2016
2014/006400/7	2015-08-07	Construction of Multi-Storey Residential Development - Stage 7	15/09/2016

2014/006400/8	2015-09-11	Construction of Multi-Storey Residential Development - Stage 8	15/09/2016
2015/002797/1	2015-09-18	Construction of a 7 storey residential development - Stage 1	19/12/2016
2014/006400/9	2015-10-07	Construction of Multi-Storey Residential Development - Stage 9	15/09/2016
2015/002797/2	2015-12-16	Construction of a 7 storey residential development - Stage 2	19/12/2016
2014006400/10	2016-03-16	Construction of Multi-Storey Residential Development - Stage 10	15/09/2016
2015/002797/3	2016-03-31	Construction of a 7 storey residential development - Stage 3	19/12/2016
2015/002797/3	2016-03-31	Construction of a 7 storey residential development - Stage 3 Variation	19/12/2016
2015/002797/4	2016-05-24	Construction of a 7 storey residential development - Stage 4	19/12/2016
2015/002797/5	2016-06-07	Construction of a 7 storey residential development - Stage 5	19/12/2016
2014/006400/VB	2016-10-17	Construction of Multi-Storey Residential Development - Variation B	31/05/2017
1904117098082	2023-01-28	External wall cladding fire safety upgrade works - Revision A	21/12/2023
1904117098082	2023-02-13	External wall cladding fire safety upgrade works limited to removal of ACP & timber cladding's, replacement of sarking, cavity insulation, non-load bearing framework i.e. top hats, Z angles etc and cladding's	21/12/2023
BA13/01340	2013-12-18	Installation of temporary signage	29/01/2016

[Details of any current Notice, Order, Statement or Certificate issued under *Building Act 1993* or *Building Regulations 2018*:](#)

Notices:

A Building Notice Under Section 106 was issued on 16/12/2019 by City of Yarra
Stage 2 - Buildings C & D (aka 1 Dyer Street and 18 Coppin Street RICHMOND & Stage 3 - Building E - 1 Palmer Street)

Council has given consideration to the Cladding Risk Assessment Reports provided by Strategy Consulting referenced above for both stages 2 & 3 have considered the ACP installed on the building and qualified its inhibiting of fire nature, given that the ACP-FR product fits into a Category A rating rather than the usual Category B due to its PE Content. Based on this and the confirmation provided by CSV of the cladding being a low risk, the buildings have been acquitted on this basis and the ACP permitted to remain.

Orders:

A Building Order Under Section 113 (Minor Works) was issued on 20/03/2024 by City of Yarra

Council is unable to provide information issued under *Regulation 64* (Combined allotments) or *Regulation 231* (Subdivision of existing dwellings). Should you require this information, you may request access to council's building file [Information Requests | Yarra City Council](#).

Note: additional fees apply.

Details of building envelopes on the allotment or adjoining allotments or adjoining allotments may be obtained from the Certificate of Title. Certificates of Title are available from www.landata.online.

[Please note:](#)

All residential properties containing existing swimming pools or spas are required to have safety pool fencing erected and that failure to do so can result in financial penalties.

Furthermore, owners are required to register swimming pools and/or spas with Council as well as submitting Compliance Certificates by the required deadline. Failure to do so may also result in financial penalties. For more information please visit [Pool and spa registration | Yarra City Council](#).

Owners or purchasers of residential properties are to ensure that smoke alarms exist and that failure to do so can also result in financial penalties. For further detailed information, please contact the Council's Building Department.

Melbourne Water has recently changed flood information on properties within the City of Yarra. You must make an enquiry with Melbourne Water in respect to land that is liable to flooding or designated land or works.

A Statewide Cladding Audit ("SWCA") was setup by the Victorian Government to identify the location of combustible cladding being Aluminium Composite Panelling ("ACP", Expanded Polystyrene ("EPS") on the following type of buildings only

- *Class 2 buildings of three or more storeys (residential apartments); or*
 - *Class 3 buildings of three or more storeys (Hotels, Motels and Student accommodation); or*
 - *Class 9 buildings of two or more storeys (Hospitals, Schools and Aged Care facilities).*
- Refer to building notices and order section of this certificate to see if your building was or has been identified. For any enquiries, please contact the Owners or Owners Corporation.*

Parking Permit Eligibility

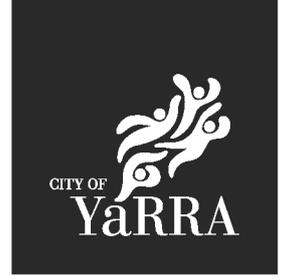
This property might not be eligible for a parking permit if you're adding more dwellings or reducing on-site parking spaces during development, based on the Council's '10 December 2003 Ruling.' For more details, contact Parking Services at 9205 5555.

Yours sincerely,

Yarra Building Services

Rates Instalment Notice

For the period 1 July 2024 to 30 June 2025



023 07317

I Hung & T S Toh
C/- Xynergy Realty (Altona)
114-116 Queen St
ALTONA VIC 3018

Property Number	488330
Issue Date	05/05/2025
Due Date	31/05/2025
Amount Due	\$220.00

Payment arrangements are available - If you are experiencing financial hardship, please call Council or visit yarracity.vic.gov.au.

Property Location

701/1 Dyer St Richmond VIC 3121
Lot 701C PS 640914E Vol 11818 Fol 156

Property Valuation

Site Value \$35,000
Capital Improved Value \$400,000
Net Annual Value \$20,000

Rates and Charges

Fourth Instalment

\$220.00

Any payments or changes made after 25 April 2025 may not be reflected on your notice.

Total \$220.00

Register to receive your notice via email

GO TO erates.yarracity.vic.gov.au

Preferred Payment Options



Option A
Pay in 10 monthly or four Direct Debit payments from your nominated bank account.
Download a Direct Debit Request form at yarracity.vic.gov.au/directdebit



Bill Code: 171074
Ref No: 488330 2
BPAY View Registration No: 488330 2



ONLINE*
Yarra ePay
yarracity.vic.gov.au



Scan to learn about Rates and Valuation

FIRST INSTALMENT
DUE 30 SEPTEMBER 2024

SECOND INSTALMENT
DUE 30 NOVEMBER 2024

THIRD INSTALMENT
DUE 28 FEBRUARY 2025

FOURTH INSTALMENT
DUE 31 MAY 2025

\$220.00

Rates Instalment Notice for the period
1 July 2024 to 30 June 2025



Property No. 488330

Property Address 701/1 Dyer St Richmond VIC 3121

Owner I Hung, T S Toh

Rates and Charges Amount



Internal use only - Property Number



Internal use only - Instalment Amount

Valuations

The Valuer-General is now responsible for returning all rating valuations in Victoria. Valuations are now completed annually. The property described on the front of this notice has been valued as at 1 January 2024. The operative date for rating purposes is 1 July 2024.

Change of property ownership or postal address

When ownership of a property changes, liability for the payment of rates remains with the owner recorded with us, until a Notice of Acquisition is received from the purchaser or respective Solicitor.

We must be notified in writing of any change of address or occupancy.
Complete the form at yarracity.vic.gov.au/updaterates

Rate rebates and financial hardship

If you receive a pension you may be eligible for a rebate on rates. You must submit the appropriate pension card (DVA War Widow/TPI Gold Card/DVA/Centrelink Pensioner Concession Card) with your application for a rate rebate at Council Offices. Health Care card holders are not eligible for rate rebates. If you have any queries regarding pension rebates, organising regular payments using Centrepay, or are suffering financial hardship, please contact us for assistance on 9205 5555.

Payment of rates and charges

Any Payments/Adjustments made to this account in the last few days may not be reflected on this notice.

Payment of any rates and charges will be allocated as follows:

- (1) legal costs owing, if any
- (2) interest owing, if any
- (3) arrears owing, if any
- (4) current rates owing, Fire services property levy owing, separate rates owing and garbage charges owing.

Land tax

Further information on the use of valuations for land tax can be found on the State Revenue Office website www.sro.vic.gov.au or by contacting 13 21 61.

Fire services property levy

We collect the Fire Services Property Levy on behalf of the State Revenue Office (www.sro.vic.gov.au or 13 21 61). This amount is listed as a separate charge on the Annual Rate Notice. In cases of financial hardship the owner of land may apply for a waiver, deferral or concession in respect of the leviable land under section 27 of the *Fire Services Property Levy Act 2012* for rateable land and section 28 for non-rateable residential land.

Penalty interest

Penalty interest on any arrears of rates and charges will continue to accrue until full payment of the outstanding amount and interest accrued to the date of payment is received. Late or non-payment of rates and charges will incur an interest penalty of 10% in accordance with the *Penalty Interest Rates Act 1983*. You will be charged interest on overdue instalment payments on the instalment amount, calculated from that instalment due date at the prescribed rate.

Arrears

Any arrears shown on the front of this notice are payable immediately and may be the subject of legal action and interest charges without further notice.

Protecting your privacy

We are committed to ensuring full compliance with the privacy principles under the *Privacy and Data Protection Act 2014*. We seek to responsibly manage any personal information or health information we may hold in carrying out council functions and activities. You may view our privacy policy and statement at www.yarracity.vic.gov.au or obtain a copy from Richmond Town Hall, 333 Bridge Road or contact us on 9205 5555.

State government rates cap

We have complied with the Victorian Government's rates cap of 3.5%. The cap applies to the average annual increase of rates and charges. The rates and charges for your property may have increased or decreased by a different percentage amount for the following reasons:

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

Date rates declared, 18/06/2024

Interpreter Services

ARABIC

CANTONESE

MANDARIN

GREEK

ITALIAN

SPANISH

TURKISH

VIETNAMESE

9280 1940

9280 1930 خدمات مترجم

傳譯服務9280 1932

传译服务9280 1937

ΥΠΗΡΕΣΙΕΣ ΔΙΕΡΜΗΝΕΙΑΣ 9280 1934

SERVIZI D'INTERPRETE 9280 1931

SERVICIOS DE INTÉRPRETE 9280 1935

TERCÜMANLIK SERVİSLERİ 9280 1938

DỊCH VỤ THÔNG DỊCH 9280 1939

Rate payment options

Option A Payment by 10 monthly or four council approved Direct Debits

(from a cheque or savings account only)

Please note: The 10 monthly payment option is only available through Direct Debit.

Download the Direct Debit Request form at yarracity.vic.gov.au/directdebit

10 Monthly Direct Debit Payment Dates

15 September 2024, 15 October 2024, 15 November 2024, 15 December 2024,

15 January 2025, 15 February 2025, 15 March 2025, 15 April 2025,

15 May 2025 and 15 June 2025.

Four instalment Direct Debit Payment Dates

30 September 2024, 30 November 2024, 28 February 2025, 31 May 2025.

Option B Payment by four instalments

If you choose to pay by four instalments, the amounts indicated on the front of this notice must be received no later than the following dates:

1st Instalment – 30 September 2024, **2nd Instalment** – 30 November 2024,

3rd Instalment – 28 February 2025, **4th Instalment** – 31 May 2025.

Set and forget with Direct Debit.

Avoid the late fees and the hassle.

By signing up for direct debit, your payments will be automatic. You'll no longer have to worry about remembering to pay or paying on time.

Sign up today at <https://www.yarracity.vic.gov.au/services/rates-and-valuations/how-to-pay-your-rates>



Cheque and Money Order payment

Please make cheque or money order payable to City of Yarra

Postal Address

City of Yarra

PO BOX 168

Richmond VIC 3121.

Receipts will not be issued for mailed payments.



Telephone & Internet Banking – BPAY®

Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account. More info www.bpay.com.au

Use the Biller Code and Ref No detailed on the front of this notice.



IN PERSON*

At any Australia Post or one of our Customer Service Centres.



TELEPHONE*

Yarra ePay
1300 792 772



Scan & Pay

4883 302

Scan & Pay this invoice with your iPhone, iPad or Android device. Download the Australia Post mobile app today.



*3006 4883302

centrelink

Use Centrepay to make regular deductions from your Centrelink payment. Centrepay is a voluntary and easy payment option available to Centrelink customers.



LANDATA COUNTER SERVICES
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number

77487808-035-7

Statement number

6504262031

Date of Issue 21 Jul 2025

Total amount

\$915.73

Total amount to end of June 2026 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2026 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

Property address UNIT 701/1 DYER STREET, RICHMOND VIC 3121

Property number 2728930000

Lot on Plan 701C\PS640914

Comments

Payment options

Greater Western Water ABN 70 066 902 467



BPAY

Billcode: **8789**

Ref: **17611200004**

Go to **bpay.com.au**

@Registered to BPAY
Pvt Ltd

ABN 69 079 137 518



Australia Post

Billcode: **0362**

Ref: **0176 1120 0002**

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



*362 017611200002

Annual Charges

Service charges

	Annual charge FY 2025 - 26	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$224.26	Quarterly	\$0.00	\$0.00
Residential Sewer Service Charge	\$298.00	Quarterly	\$0.00	\$0.00
Parks	\$89.80	Quarterly	\$0.00	\$0.00
Waterways and Drainage	\$125.00	Quarterly	\$0.00	\$0.00
Total annual charges	\$737.06		\$0.00	\$0.00

Other charges and adjustments

Service charges owing for previous financial years	\$178.67
Adjustments	\$0.00
Total charges and adjustment	\$0.00

Outstanding charges

Current balance	\$0.00
Plus remainder service charges to be billed	\$915.73

Total charges **\$915.73**

Volumetric Charges

Please note, this property was recorded as having been occupied by a tenant from 10/10/2022 and this statement does not include any volumetric charges from this date.

Disclaimer

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

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

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

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

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

General Information

If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement - gww.com.au/information-statements. Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,



Rohan Charrett

General Manager, Customer Experience

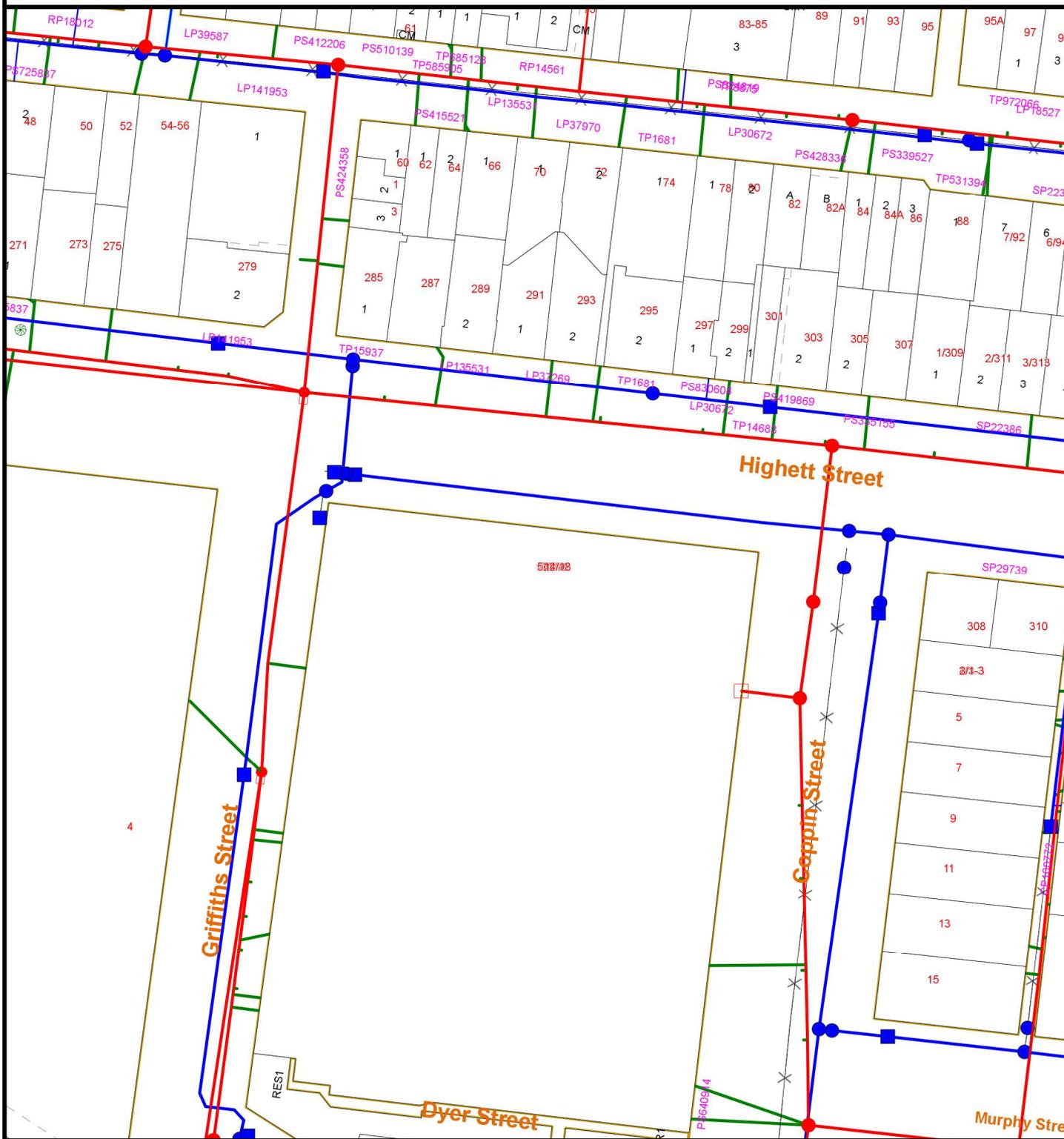
INFORMATION STATEMENT PLOT

Address :

UNIT 701/1 DYER STREET RICHMOND VIC 3121

Reference :

PID000398272



Scale 1:1000
Printed on : 21/07/2025

Water Main DOES traverse property
Sewer Main DOES traverse property



Greater Western Water
36 Macedon St.
Sunbury
Locked Bag 350
Sunshine
VIC 3020
Ph: 134 499
www.gww.com.au

- Water Potable
- Water Recycled
- Sewer Main
- Abandoned Main
- Maintenance Shaft
- Inspection Shaft
- Node / Valve
- Hydrant



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

Property Clearance Certificate

Land Tax



INFOTRACK / PROVEY LAWYERS CONVEYANCING SERVICES

Your Reference:	1756318
Certificate No:	92342709
Issue Date:	21 JUL 2025
Enquiries:	ESYSPROD

Land Address: UNIT 701, 1 DYER STREET RICHMOND VIC 3121

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43403299	701C	640914	11818	156	\$0.00

Vendor: TECK TOH & I CHIH HUNG
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS I-CHIH HUNG	2025	\$35,000	\$0.00	\$0.00

Comments:

Current Vacant Residential Land Tax	Year Taxable Value (CIV)	Tax Liability	Penalty/Interest	Total

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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


Paul Broderick
 Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$400,000
SITE VALUE (SV):	\$35,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 92342709

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$35,000

Calculated as \$0 plus (\$35,000 - \$0) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$4,000.00

Taxable Value = \$400,000

Calculated as \$400,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Biller Code: 5249
Ref: 92342709

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 92342709

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / PROVEY LAWYERS CONVEYANCING SERVICES

Your Reference: 1756318

Certificate No: 92342709

Issue Date: 21 JUL 2025

Enquires: ESYSPROD

Land Address: UNIT 701, 1 DYER STREET RICHMOND VIC 3121

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43403299	701C	640914	11818	156	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
120.6	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$400,000
SITE VALUE:	\$35,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92342709

Power to issue Certificate

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

Amount shown on Certificate

- The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

- The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
- The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

- If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
- A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

- Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

- Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

- Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

- Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

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

General information

- Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
- The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
- A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
- An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / PROVEY LAWYERS CONVEYANCING SERVICES

Your Reference:	1756318
Certificate No:	92342709
Issue Date:	21 JUL 2025

Land Address: UNIT 701, 1 DYER STREET RICHMOND VIC 3121

Lot	Plan	Volume	Folio
701C	640914	11818	156

Vendor: TECK TOH & I CHIH HUNG
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00

Paul Broderick
 Commissioner of State Revenue



Notes to Certificate - Windfall Gains Tax

Certificate No: 92342709

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

<p>BPAY</p>  <p>Billers Code: 416073 Ref: 92342708</p> <p>Telephone & Internet Banking - BPAY®</p> <p>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</p> <p>www.bpay.com.au</p>	<p>CARD</p>  <p>Ref: 92342708</p> <p>Visa or Mastercard</p> <p>Pay via our website or phone 13 21 61. A card payment fee applies.</p> <p>sro.vic.gov.au/payment-options</p>	<p>Important payment information</p> <p>Windfall gains tax payments must be made using only these specific payment references.</p> <p>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</p>
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BLUESTONE OCM PTY LTD
+61 (3) 8535 2770 | info@bluestoneocm.com.au
Level 3, 312 St Kilda Road Melbourne VIC 3004
ABN: 56 165 080 820
bluestoneocm.com.au

29/07/2025

InfoTrack on behalf of Provey Lawyers Conveyancing Services
Level 5, North Tower, 459 Collins Street
MELBOURNE VIC 3000

Re: Owners Corporation Certificate - Jaques Lot 701C, 1 Dyer Street, RICHMOND VIC 3121

In response to your application, we now attach an Owners Corporation Certificate for Lot 701C on Plan of Subdivision 640914E OC1 dated 29/07/2025. This certificate is intended for use for the purpose of S. 151 of the *Owners Corporations Act 2006* ("Act"). Pursuant to S. 151(4)(b) of the Act, we also include the following:

- a) The minutes of the most recent annual general meeting of the Owners Corporation;
- b) A copy of the consolidated rules registered at Land Victoria;
- c) A copy of the "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
- d) A copy of the Certificate of Currency
- e) EPA Report – Statutory Environmental Audit reports Part A & C
- f) EPA Report – Statutory Environmental Audit report Part B (upon request)
- g) City of Yarra Acquittal Letter – Ref AR19/00275 & BCA00061
- h) Special Levy Letter
- i) City of Yarra Building Order Minor Works – Ref BENF24/00033

Further information on prescribed matters reported in the Owners Corporation Certificate can be obtained by inspection of the Owners Corporation Register in accordance with S. 150 of the Act. Please contact our office on (03) 8535 2770 or email info@bluestoneocm.com.au to obtain a copy of the "Notice to Inspect Register Form" which must be completed and returned to the Owners Corporation prior to booking a time to inspect the Register.

Lastly, to avoid further time being taken up on your part, should it be necessary for us to contact you after settlement, please ensure that immediately upon settlement our office is notified of the name and address of the new Lot Owner. Your cooperation will ensure that you have complied with your obligations under S. 134 of the Act.

Thank you for your compliance.

Kind regards,

A handwritten signature in black ink that reads "Lidiya Hanin".

Lidiya Hanin
Senior Owners Corporation Manager
Bluestone OCM Pty Ltd, as a delegate of the Owners Corporation
Date: 17/06/2025

Owners Corporation Certificate

Owners Corporation Act 2006 Section 151 and Owners Corporations Regulations 2018 Regulation 16

Plan of Subdivision	PS 640914E OC1
Address of Property	1 Palmer St, 9-11 Griffiths St, 18-24 Coppin St, 1 Dyer St & 248 Highett St RICHMOND VIC 3000
This certificate is issued for Lot	701C
Postal address	Level 3, 312 St Kilda Road MELBOURNE VIC 3000
Vendor	Ms I-Chih Hung & Teck S Toh
Applicant for the certificate	InfoTrack on behalf of Provey Lawyers Conveyancing Services
Address for delivery of certificate	ownerscorp@infotrack.com.au
Date application was received	21st July 2025
Reference	1756318
This certificate is issued for Lot 701C on PS 640914E OC1	

IMPORTANT: The information in this certificate is issued on **29/07/2025**. 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 current fees for the above lot are **\$2,223.35** per annum, for the year commencing **01/07/2024** and are paid quarterly.

Due Date	01/07/2024	01/10/2024	01/01/2025	01/04/2025
Administrative Fund	\$485.71	\$494.25	\$494.25	\$494.25
Maintenance Fund	\$61.87	\$64.34	\$64.34	\$64.34

The first quarterly levy for the period commencing 01/07/2025 has been issued as an interim levy based on the 2024-2025 budget. Subsequent levies not yet issued are subject to change pending the budget approval at the upcoming AGM.

Due Date	01/07/2025
Administrative Fund	\$492.12
Maintenance Fund	\$63.72

- 2) The fees are paid up to **30/09/2025**
- 3) The total of any unpaid fees or charges for the lot are: **\$0.00**
- 4) The following special fees or levies have been struck, and the dates in which they were struck and payable are: NIL
- 5) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund and special levies are:
At the date of issuing the certificate no such repairs, work or act has been performed or is known to be about to be performed.

- 6) The Owners Corporation has the following insurance cover:
- Insurance Company:** CHU Underwriting Agency Pty Ltd
Policy Number: HU0000017017
Kind of Policy: RESIDENTIAL STRATA INSURANCE
Building Sum: \$191,023,240
Public Liability: \$30,000,000
Expiry date of policy: 05/08/2025
Please note a copy of the Certificate of Currency is included as an attachment.

- 7) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?
No

- 8) The total funds held by the Owners Corporation as at 29/07/2025:

Administrative Fund	Maintenance Fund	Total
\$422,122.13	\$585,453.64	\$1,007,575.77

- 9) The Owners Corporation has no other known liabilities, other than those covered by annual fees, special levies and repairs and maintenance as set out above except:
Refer to item 12, 13 and 17

- 10) Details of all current contracts, leases, licences or agreements affecting the common property:
Agreements

Embedded Network Electricity, OC Energy, 24/05/2016
Building Management and Caretaking Services, Gerrard Property Services Pty Ltd, 17/01/2017
Lift Service and Maintenance, Schindler Lifts Australia Pty L, 28/08/2017
Programmed ESM Maintenance, LINK Fire Pty Ltd, 06/02/2018
Monthly Waste Collection, Wastewise Environmental (Aust) P/L, 22/06/2018
Gardening, Evergreen Infrastructure, 01/03/2022
Glass Bins, Citywide Service Solutions, 01/03/2022
Chute Services Australia 22/05/2024

- 11) The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.
- 12) The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that have not been satisfied except: **The Owners Corporation received a Building Order of Minor Works dated the 20th of March 2024. The order follows up on essential service documentation and rectification works for the period between 14/09/2022 to 22/03/2023. This is in relation to a prior show cause notice from the City of Yarra. Refer to Item 17.**
- 13) The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except:
Jaques Owners Corporation 1,2,3 & 4 ats VICPROP OC Pty Ltd (as trustee for the VICPROP OC Unit Trust) t/a MelBOC ACN 606 358 909

The Jaques Owners Corporations can confirm that the legal matter detailed above has been finally settled between the two parties in December 2024 and that all Jaques incurred legal costs have been paid and settled to their legal advisers.

The matter is now closed and no further costs will be incurred

- 14) The Owners Corporation has appointed a Manager. Details as follows:
**Bluestone OCM Pty Ltd
Registration No: 000776
ABN 56 165 080 820
Level 3, 312 St Kilda Road
MELBOURNE VIC 3004**
- 15) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?
No Administrator is appointed, and the Manager is not aware of any proposal to appoint an Administrator.
- 16) The following documents which are required to be included with the Owners Corporation certificate are attached:
a) **The minutes of the most recent annual general meeting of the Owners Corporation**
b) **A copy of the consolidated rules registered at Land Victoria**
c) **A copy of the "Statement of Advice and Information for Prospective Purchasers and Lot Owners"**
d) **A copy of the Certificate of Currency**
e) **EPA Report – Statutory Environmental Audit reports Part A & C**
f) **EPA Report – Statutory Environmental Audit report Part B (available upon request)**
g) **City of Yarra Acquittal Letter – Ref AR19/00275 & BCA000661**
h) **Special Levy Letter**
i) **City of Yarra Building Order Minor Works – Ref BENF24/00033**

- 17) Additional Information

The Owners Corporation received notifications from the City of Yarra dated the 28th of March 2024, confirming that removal of the ACP combustible cladding for Stage 1 has been completed and on the 08th of May 2024 confirming acquittal and cancellation of the notices associated with Stage 2 & 3.

This Owners Corporation Certificate was prepared by:

**Lidiya Hanin,
Senior Owners Corporation Manager
Bluestone OCM Pty Ltd, as a delegate of the Owners Corporation**

Lidiya Hanin
Date: 29/07/2025



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MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation No.1 PS640914E

Palmer Street, 9-11 Griffiths Street, Richmond VIC 3121

JAQUES

Date: Monday 25th November 2024
Location: Amora Hotel, 649 Bridge Road, Richmond VIC 3121 in Hawthorn Room
Meeting start time: 5.30pm
Meeting finish time: 6.44pm

Meeting Open

Lidiya Hanin opened the meeting welcomed members in attendance.

Attendance

The following Members were in attendance:

Lot G04	John and Amanda Holmes	<i>Entitled to vote</i>
Lot 103A	Phillip Tse-Hsu Chen	<i>Entitled to vote</i>
Lot 206E	Beverley Joy Davison	<i>Entitled to vote</i>
Lot 207B	Rohan James Stagg	<i>Entitled to vote</i>
Lot 207E	Nigel McCallum & Christopher Ragg (proxy)	<i>Entitled to vote</i>
Lot 210A	Andrew Gerard Gunnis & Gerald Jafer	<i>Entitled to vote</i>
Lot 401C	Phillip & Sandra Harris (proxy)	<i>Entitled to vote</i>
Lot 404C	Isabelle Frances Ryan (proxy)	<i>Entitled to vote</i>
Lot 404E	John Robert & Janice Elizabeth Driscoll	<i>Entitled to vote</i>
Lot 409E	Beverley Joan Otte	<i>Entitled to vote</i>
Lot 503A	Dr John Diogenis Georgiou	<i>Entitled to vote</i>
Lot 506E	Graeme Boyle	<i>Entitled to vote</i>
Lot 602C	Timothy Spiteri & Joanna Noesgaard (proxy)	<i>Entitled to vote</i>
Lot 602E	Barbara Katherine Watts	<i>Entitled to vote</i>
Lot 607E	Brenton Charles Mitchell & Mrs Julie Patricia Mitchell	<i>Entitled to vote</i>
Lot 617C	Franco Schifilliti	<i>Entitled to vote</i>
Lot 704C	Robert and Josephine Gadsden	<i>Entitled to vote</i>
Lot 707C	Dennis Anthony O'Keeffe	<i>Entitled to vote</i>
Lot 715C	Yi Lee Loke	<i>Entitled to vote</i>
Lot 725C	Christopher A G Elliott & Dr Ban Kiem Tee (proxy)	<i>Entitled to vote</i>
Lot 801C	Darryn John Mawby	<i>Entitled to vote</i>
Lot 808C	Fiona McLaren	<i>Entitled to vote</i>
Lot 913C	Peter & Patricia McCallum (proxy)	<i>Entitled to vote</i>
Lot 916C	Jeremiah J & Janita J O'Gorman	<i>Entitled to vote</i>
Lot 919C	Robert J & Margaret M Gray (proxy)	<i>Entitled to vote</i>
Lot 1004C	Fiona Evans (proxy)	<i>Entitled to vote</i>
Lot 10	Madeleine Olga Owen	<i>Entitled to vote</i>

Apologies Received:

Lot 501D Robyn-Anne Constabel
Lot 207E Nigel McCallum & Christopher Ragg

Lot 401C Phillip & Sandra Harris
 Lot 404C Isabelle Frances Ryan
 Lot 602C Timothy Spiteri & Joanna Noesgaard
 Lot 725C Christopher A G Elliott & Dr Ban Kiem Tee
 Lot 913C Peter & Patricia McCallum
 Lot 919C Robert J & Margaret M Gray
 Lot 1004C Fiona Evans

Proxies

Lot 207E Nigel McCallum & Christopher Ragg proxy to Franco Schifilliti
 Lot 401C Phillip & Sandra Harris proxy to John Holmes
 Lot 404C Isabelle Frances Ryan proxy to Franco Schifilliti
 Lot 602C Timothy Spiteri & Joanna Noesgaard proxy to Franco Schifilliti
 Lot 725C Christopher A G Elliott & Dr Ban Kiem Tee proxy to Warren Elliot
 Lot 913C Peter & Patricia McCallum proxy to Jerry O’Gorman
 Lot 919C Robert J & Margaret M Gray proxy to Jerry O’Gorman
 Lot 1004C Fiona & Mark Evans proxy to John Holmes

Present by Invitation:

Ms. Lidiya Hanin, Senior Owners Corporation Manager of Bluestone OCM Pty Ltd
 Ms. Mary Nguyen, Owners Corporation Manager of Bluestone OCM Pty Ltd

1. Electronic Voting

Owners Corporation No.1 resolves that voting for the meeting will be electronic voting via Survey Monkey and all results will be documented in the Minutes.

Motion: Carried

Yes: 26 No: 0 Abstain:1

2. Establishment of a Quorum

Pursuant to s.77 *Owners Corporations Act 2006*, a quorum for a general meeting is 50% of the total number of lots or if 50% of the total number of lots is not available the quorum is at least 50% of the lot entitlement.

Owners Corporation No.1 acknowledges that a quorum of Members in attendance (in person or by proxy) was not present. Subject to s.78(4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.

7% of total number of lots were represented at the meeting.

Motion: Carried

Yes: 25 No: 1 Abstain: 1

Please note:

Pursuant to s. 78(4) of the *Owners Corporations Act 2006*, Interim resolutions become resolutions of the Owners Corporation:

(a) subject to paragraph (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 if given, only if confirmed at that meeting; or

(c) if notice of a special general meeting is given within that 29-day period and the meeting is not held within 28 days after the notice is given, at the end of that 28 day period.

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

3. Appointment of Chairperson for the Meeting



Owners Corporation No.1 resolves to appoint Ms. Lidiya Hanin of Bluestone OCM Pty Ltd as the Chairperson for the meeting.

Motion: Carried

Yes: 26 No: 0 Abstain: 1

4. Previous Minutes

Owners Corporation No.1 resolves to accept the Minutes of the previous Annual General Meeting held on 7 th December 2023 as a true and correct record of the meeting.

Motion: Carried

Yes: 24 No: 0 Abstain: 3

5. Election of Owners Corporation Committee

The Manager thanked the outgoing committee members for their support, engagement and time that they have put into being active members of the Owners Corporation.

Owners Corporation No.1 resolves that the Committee structure for Jaques consists of:

- i. Three members elected independently by each of the four Owners Corporations.
- ii. All 12 elected members to form the OC No.1 Committee, each of whom shall have one vote at meetings of the OC No.1 Committee.
- iii. The three elected members from OC No.2, OC No.3, and OC No.4 respectively to form the committee for those Owners Corporations.
- iv. The four committees to meet simultaneously on a normal basis but with the capacity to hold separate votes for each committee during the common meeting time.

Owners Corporation No.1 reviewed the three nominations received for each Owners Corporation and resolves to elect the following members to the Committee:

- Lot G04 John Holmes
- Lot 207E Nigel McCallum
- Lot 404E John Driscoll

Motion: Carried

Survey Monkey Voting Results:

ANSWER CHOICES	RESPONSES	
Lot G04 John Holmes	86.36%	19
Lot 207E Nigel McCallum	54.55%	12
Lot 404E John Driscoll	63.64%	14

6. Delegations

Owners Corporation No.1 resolves to delegate all of the powers and functions that may be delegated to the Committee of the Owners Corporation (except for the power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting, or the power to delegate, or the powers delegated to the Manager), pursuant to s. 11(2)(a) *Owners Corporations Act 2006*. These powers and functions are set out the in the *Owners Corporations Act 2006*, *Owners Corporations Regulations 2018* and Rules of the Owners Corporation.

Motion: Carried

Yes: 25 No: 0 Abstain: 2

Owners Corporation No.1 resolves to delegate all of the powers and functions that may be delegated to the Manager in accordance with s. 11(2)(b) and s. 120 *Owners Corporations Act 2006* to enable the Manager to carry out its functions and perform duties to ensure effective operation of the Owners Corporation. These powers and functions are set out the in the *Owners Corporations Act 2006*, *Owners Corporations Regulations 2018* and Rules of the Owners Corporation.

Motion: Carried

Yes: 25 No: 0 Abstain: 2

7. Consideration of Reports

Owners Corporation Manager's Report

Owners Corporation No.1 acknowledges the Manager's Report as presented.

Motion: Carried

Yes: 25 No: 0 Abstain: 2

Report on Commissions

Owners Corporation No.1 acknowledges the Report on Commissions as presented.

Motion: Carried

Yes: 25 No: 0 Abstain: 2

Committee Report

Owners Corporation No.1 acknowledges the Committee Report as presented.

Motion: Carried

Yes: 25 No: 0 Abstain: 2

Maintenance Plan Status Report

Owners Corporation No.1 acknowledges the Maintenance Plan Status Report as presented.

Motion: Carried

Yes: 24 No: 0 Abstain: 3

8. Appointment of Auditor

Owners Corporation No.1 resolves to appoint J&T Partnership to Audit the Financial Statements for the year ending 30 June 2024, pursuant to s. 35(1) *Owners Corporations Act 2006*.

Motion: Carried

Yes: 25 No: 0 Abstain: 2

Please Note: J&T Partnership is a registered company auditor, pursuant to s.35 (1)(a) *Owners Corporations Act 2006*.

9. Appointment of Public Officer

Owners Corporation No.1 resolves to appoint Mr. John Richmond, Director of Bluestone OCM Pty Ltd as the Public Officer of the Owners Corporation for taxation purposes and communications with the ATO.

Motion: Carried

Yes: 24 No: 0 Abstain: 3

10. Annual Financial Statements

Owners Corporation No.1 resolves to accept the Financial Statements for the period 1 July 2023 to 30 June 2024, which have been prepared in accordance with the Australian Accounting Standards, pursuant to s. 34(1) *Owners Corporations Act 2006*.

Motion: Carried

Yes: 24 No: 0 Abstain: 3

11. Administration Fund Budget and Levy Contribution

Owners Corporation No.1 resolves to adopt the Administrative Fund Budget for the year ending **30 June 2025**. Administration Fund Levies to be raised across the full year of **\$999,342 exclusive of GST**, as per attached proposed budgets.

Owners Corporation No.1 resolves that the levy periods are **QUARTERLY** and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e. levies are paid in advance) and that the allocation is based on Lot Liability.

The levy periods are outlined below:

QTR1: 01/07/2024 to 30/09/2024 – these levies issued as interim*

QTR2: 01/10/2024 to 31/12/2024 – these levies issued as interim*

QTR3: 01/01/2025 to 31/03/2025

QTR4: 01/04/2025 to 30/06/2025

Motion: Carried

Yes: 25 No: 0 Abstain: 2

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the adopted budget differs from the draft budget, any differences will be distributed evenly across the remaining quarterly levies that have not yet been issued for the financial year.

Owners Corporation No.1 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30/06/2026) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

Yes: 25 No: 0 Abstain: 2

12. Maintenance Plan

Owners Corporation No.1 resolves approve the Leary & Partners Maintenance Plan, pursuant to s. 36(1) *Owners Corporations Act 2006*.

Motion: Carried

Yes: 24 No: 0 Abstain: 3

Owners Corporation No.1 resolves to approve that the Committee can by ordinary resolution, amend the approved Maintenance Plan by deferring or bringing forward any of the items listed on the approved Maintenance Plan as considered necessary, pursuant to s. 37(1A) *Owners Corporations Act 2006*.

Motion: Carried

Yes: 24 No: 0 Abstain: 3

13. Maintenance Fund Budget and Levy Contribution

Owners Corporation No.1 resolves to adopt the Maintenance Fund Budget for the year ending **30 June 2025**. Maintenance Fund Levies to be raised across the full year of **\$129,400.00 exclusive of GST** as per attached proposed budgets.

Owners Corporation No.1 resolves that the levy periods are **QUARTERLY** and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e levies are paid in advance) and that levy allocation is based on Lot Liability.

The levy periods are outlined below:

QTR1: 01/07/2024 to 30/09/2024 – these levies issued as interim*

QTR2: 01/10/2024 to 31/12/2024 – these levies issued as interim*

QTR3: 01/01/2025 to 31/03/2025

QTR4: 01/04/2025 to 30/06/2025

Motion: Carried

Yes: 25 No: 0 Abstain: 2

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the



adopted budget differs from the draft budget, any differences will be distributed evenly across the remaining quarterly levies that have not yet been issued for the financial year.

Owners Corporation No.1 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30/06/2026) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

Yes: 25 No: 0 Abstain: 2

14. Penalty interest

Owners Corporation No.1 resolves for the Owners Corporation to apply a penalty interest rate in accordance with s. 29 *Owners Corporations Act 2006* at the rate for the time being fixed under s. 2 of the *Penalty Interest Rates Act 1983*. Such interest will apply to money owed by a member for fees and charges which are paid after the due date.

Motion: Carried

Yes: 24 No: 0 Abstain: 3

15. Debt Recovery

Owners Corporation No.1 resolves to approve that the Committee can take action under Part 11 to recover the amount due if the overdue fees and charges and interest owing are not paid within 28 days after the date the final notice is given, pursuant to s. 32(c) *Owners Corporations Act 2006*.

Motion: Carried

Yes: 24 No: 0 Abstain: 3

Owners Corporation No.1 resolves to approve that the Committee can engage the services of a lawyer and/or debt collector for the purpose of collecting overdue fees and charges owing to the Owners Corporation.

Motion: Carried

Yes: 24 No: 0 Abstain: 3

16. Insurances

Owners Corporation No.1 resolves to accept and endorse the components of the insurance policy as outlined below and acknowledges that the particulars of the insurance effected by the Owners Corporation are outlined in the Certificate of Currency attached with the notice of meeting.

INSURANCE COMPANY:	CHU Underwriting Agencies Pty Ltd
INSURANCE BROKER:	Honan Insurance Brokers Pty Ltd
POLICY NUMBER:	HU0000017017
SUM INSURED:	\$191,023,240
RENEWAL DATE:	05/08/2025

BUILDING & CONTENTS:	\$191,023,240
TEMP ACCOM / LOSS OF RENT:	\$28,653,486
INSURED PROPERTY (COMMON AREA CONTENTS):	\$1,910,232
CATASTROPHE:	\$28,653,486
GENERAL LIABILITY:	\$30,000,000
FIDELITY GUARANTEE:	\$250,000
OFFICE BEARERS' LIABILITY:	\$5,000,000
VOLUNTEER WORKERS:	\$200,000/\$2,000 per week
GOVERNMENT AUDIT COSTS:	\$25,000
APPEAL EXPENSES:	\$100,000
LEGAL DEFENCE EXPENSES:	\$50,000
MACHINERY BREAKDOWN:	\$100,000
LOT OWNERS' IMPROVEMENTS:	\$250,000
FLOOD COVER:	Included

Claim Excess:

Standard	\$5,000
Water Damage	\$10,000
Exploratory Costs/ Burst Pipes:	\$10,000
Fire	\$100,000
Legal Defence Expenses – Machinery Breakdown	\$5,000
Legal Defence Expenses – Government Audit	\$1,000

Motion: Carried

Yes: 24 No: 0 Abstain: 3

Please Note: *The Owners Corporation insurance does not extend to cover personal items within the apartment. Personal items include carpets and temporary flooring (unless specified on your policy schedule), wall and ceiling coverings, fixtures removable by lessee at end of lease, anything prescribed as not forming part of the building or any privately owned contents within the Lot. Members are urged to seek their own insurance advice on a separate insurance policy to protect their interest with regards to contents and personal belongings within their individual lots.*

Owners Corporation No.1 acknowledges that Bluestone OCM Pty Ltd is not legally permitted to arrange strata insurance on behalf of the Owners Corporation and that Bluestone OCM is unable to give any advice in relation to the strata insurance policy or in regards to the claims handling process.

Motion: Carried

Yes: 24 No: 0 Abstain: 3

17. Insurance Valuation Report

Owners Corporation No.1 acknowledges receipt of the Insurance Valuation Report as commissioned on 02/07/2021 by Leary & Partners, pursuant to s. 65(1) & (3) *Owners Corporations Act 2006*

Motion: Carried

Yes: 23 No: 0 Abstain: 4

18. Confirmation of Appointment – Owners Corporation Manager

Owners Corporation No.1 acknowledges that Bluestone OCM Pty Ltd is the appointed Owners Corporation Manager, in accordance with the Contract of Appointment between PS 640914E No.1 and Bluestone OCM Pty Ltd.

Motion: Carried

Yes: 24 No: 0 Abstain: 3

19. Occupational Health and Safety

Owners Corporation No.1 resolves to undertake an independent safety assessment report of the common property in relation to Occupational Health and Safety.

Motion: Carried

Yes: 24 No: 0 Abstain: 3

20. General Business**Bees**

It was raised that the Owners Corporation should consider obtaining additional bees. Members agreed that this matter will be deferred to the new incoming committee for further consideration.

Garage door

It was noted that the garage door has been problematic with operating inconsistently and breaking down. Members agreed that the matter does require to be addressed with urgency with the incoming committee to resolve.

Decking

Members requested clarity on the decking works.



Management advised that the decking is slippery when it rains posing an OH&S risk and that committee resolved earlier in the year for maintenance of the decking to ensure that the OH&S risk was alleviated by the decking being scrubbed cleaned, sanded, polished and painted with gripping substance.

Members also thanked all volunteers for their contributions with keeping the gardening areas well-maintained and complimented the growth and plants.

Access from Palmers Bridge to the Carpark

Members queried if access can be provided from Palmers Bridge to the Carpark. It was noted that there are fire doors that are in the area. Members resolved that access will be investigated further for members by the incoming committee and management.

Communication

Members raised concerns about the lack of updates being provided by the Owners Corporation and requested for increased communication from management and the committee.

The updates via maintenance works was acknowledged, however have requested for additional correspondence on the committee's plans and main focuses.

It was noted that the Chairman provided a report and/or update to members, and this had not been carried out for some time.

It was agreed that a communication schedule will be put in place, where updated newsletters will be issued with the input from the committee and chairpersons from each OC. This matter has been deferred to the incoming committee for execution.

Rust, Carpets and Painting

It was raised by members that there are sections throughout the complex that need to be addressed – this includes new carpets, painting and rust.

Management advised that there is a painting schedule in place of which the OC's have approved for each OC, that the Building Management team is conducting an audit for the carpet replacements and the OC will be addressing areas of rust through professionals and the builders.

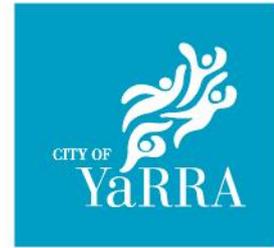
Members raised concerns about the inconsistencies in the painting and confirmed that they will be reporting this to management in future to address with contractors to re-attend to the works.

Member raised compliment to the new entry from lift section in OC2.

21. Meeting Closure

With no further business the Chairperson closed the meeting at 6.44pm.

Our Reference: AR19/00349
Yarra Building Services
Enquiries to: Alessandro Calabro – Phone (03) 9205 5555



28th March 2024

The Owners,
Owners Corporation Plan No. 640914E
Bluestone OCM Pty Ltd
Level 3, 312 St.Kilda Road
Melbourne, 3004

Yarra City Council
ABN 98 394 086 520

PO Box 168
Richmond VIC 3121

03 9205 5555
info@yarracity.vic.gov.au
yarracity.vic.gov.au

Email: stephen.rydon@bluestoneocm.com.au

To whom it may concern,

Re: Combustible Cladding at 1 Palmer Street (Stage 1 – Buildings A & B) (aka 9 Griffiths Street and 12 Coppin Street RICHMOND , PS640914E ('the building')).

I write in relation to your building at the abovementioned property that the Statewide Cladding Audit team from the Victorian Building Authority (“VBA”) originally investigated the possible installation of combustible cladding comprising Expanded Polystyrene (“EPS”) and Aluminium Composite Panelling (“ACP”).

As you may be aware, the VBA audit identified combustible cladding containing ACP and timber where a comprehensive building inspection and then a risk assessment was carried out by the VBA panel representatives (that also included a fire engineer and member from Fire Rescue Victoria, formally known as MFB). The risk assessment subsequently rated your building as a high risk to the occupants.

The VBA panel recommended to councils Municipal Building Surveyor to issue a Building Notice as a result of the cladding posing a danger to the occupants which was considered and served to you on the 21/10/2019 pursuant to the Building Act 1993.

You have requested in writing for me to cancel the Building Notice since providing the below mentioned representation:

- Building Permit 1904117098082 dated 13/02/2023 and Certificate of Final Inspection dated 21/12/2023 having been issued by *Joseph Kairouz* from the *Akritidis Group* for the complete removal of the ACP combustible cladding and reinstatement of compliant non-combustible cladding.
- The abovementioned works was carried out under the guidance and approval of the Statewide Cladding Grant that was supervised and managed by **Cladding Safety Victoria** (“CSV”).
- A request for retention of timber cladding located to the courtyard area (refer to below image) has been made by Strateg Consulting (Fire Engineer) dated 25/08/2023 and by the Owners Corporation as part of their request for acquittal dated 19/03/2024.



Figure 3: Timber cladding (highlighted)

Council officer, Alessandro Calabro and I inspected the building on 15/02/2024 and confirmed that the abovementioned representation and information reflects the building whereby all conditions and requirements have been carried out.

Subsequently, I have decided to cancel the Building Notice in relation to the combustible cladding only pursuant to the Building Act 1993.

Whilst the notice is now cancelled, a Building Order for Minor Works has been issued reference number Benf24/00033 with respect to the outstanding Essential Safety Measure matters.

All owners should inform their insurer of the combustible timber cladding and its extent and further that they must make any future owner aware of this requirement.

Please ensure that you continue to regularly maintain and service all of the Essential Safety Measures (“ESM’s”) in the entire building (including common areas, commercial tenancies and sole occupancy units) as required by the Occupancy Permit (OP). Furthermore, ensure you complete an Annual Essential Safety Measures Report (AESMR) by the anniversary date and abide with Part 15 of the Building Regulations 2018

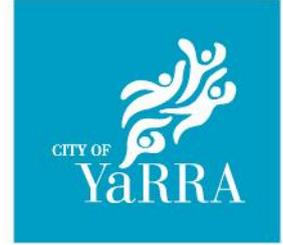
Yours faithfully,

Joe Denaro BS-U1436
Acting Municipal Building Surveyor

Note: This letter is not evidence that the building or part of the building to which it applies fully complies with the *Building Act* 1993 or the Building Regulations 2018.

This letter is not a form of certification for the building.

Our Reference: AR19/00275 & BCA00061
Yarra Building Services
Enquiries to: Alessandro Calabro – Phone (03) 9205 5555



8th May 2024

The Owners,
Owners Corporation Plan No. 640914E
Bluestone OCM Pty Ltd
Level 3, 312 St.Kilda Road
Melbourne, 3004

Email: stephen.rydon@bluestoneocm.com.au

To whom it may concern,

**Re: Combustible Cladding at 1 Palmer Street
(Stage 2 – Buildings C & D (aka 1 Dyer Street and 18 Coppin Street RICHMOND & Stage 3 –
Building E – 1 Palmer Street , PS640914E ('the building')).**

I write in relation to your building at the abovementioned property that the Statewide Cladding Audit team from the Victorian Building Authority (“VBA”) originally investigated the possible installation of combustible cladding comprising Expanded Polystyrene (“EPS”) and Aluminium Composite Panelling (“ACP”).

As you may be aware, the VBA audit identified combustible cladding containing ACP where a comprehensive building inspection and then a risk assessment was carried out by the VBA panel representatives (that also included a fire engineer and member from Fire Rescue Victoria, formally known as MFB). The risk assessment subsequently rated your building as a high risk to the occupants.

The VBA panel recommended to councils Municipal Building Surveyor to issue a Building Notice as a result of the cladding posing a danger to the occupants which was considered and served to you on the 17/10/2019 pursuant to the Building Act 1993.

You have requested in writing for me to cancel the Building Notice since providing the below mentioned representation:

- Provision of Cladding Risk Assessment Jaques Apartments Stage 2 Revision CRA1.1 dated 04/04/2024 by Strateg Consulting
- Provision of Cladding Risk Assessment Jaques Apartments Stage 3 Revision CRA2.1 dated 04/04/2024 by Strateg Consulting.
- A request for retention of ACP Cladding by the Owners Corporation as part of their request for acquittal dated 26/03/2024
- Comments received from Cladding Safety Victoria

Yarra City Council
ABN 98 394 086 520

PO Box 168
Richmond VIC 3121

03 9205 5555
info@yarracity.vic.gov.au
yarracity.vic.gov.au

Council officer Mr Alessandro Calabro and I inspected the building on 30/04/2024 and confirmed that the abovementioned representation and information reflects the building whereby all conditions and requirements have been carried out.

The Cladding Risk Assessment Reports provided by Strateg Consulting referenced above for both stages 2 & 3 have considered the ACP installed on the building and qualified its inhibiting of fire nature, given that the ACP-FR product fits into a Category A rating rather than the usual Category B due to its PE Content.

Subsequently, I have decided to cancel the Building Notice in relation to the combustible cladding pursuant to the Building Act 1993 and allow the ACP cladding to remain as shown below.

Whilst the notice is now cancelled, a Building Order for Minor Works has been issued reference number Benf24/00033 with respect to the outstanding Essential Safety Measure matters.

All owners should inform their insurer of the ACP cladding remaining and its extent and further that they must make any future owner aware of this requirement.

Please ensure that you continue to regularly maintain and service all of the Essential Safety Measures ("ESM's") in the entire building (including common areas, commercial tenancies and sole occupancy units) as required by the Occupancy Permit (OP). Furthermore, ensure you complete an Annual Essential Safety Measures Report (AESMR) by the anniversary date and abide with Part 15 of the Building Regulations 2018

Yours faithfully,

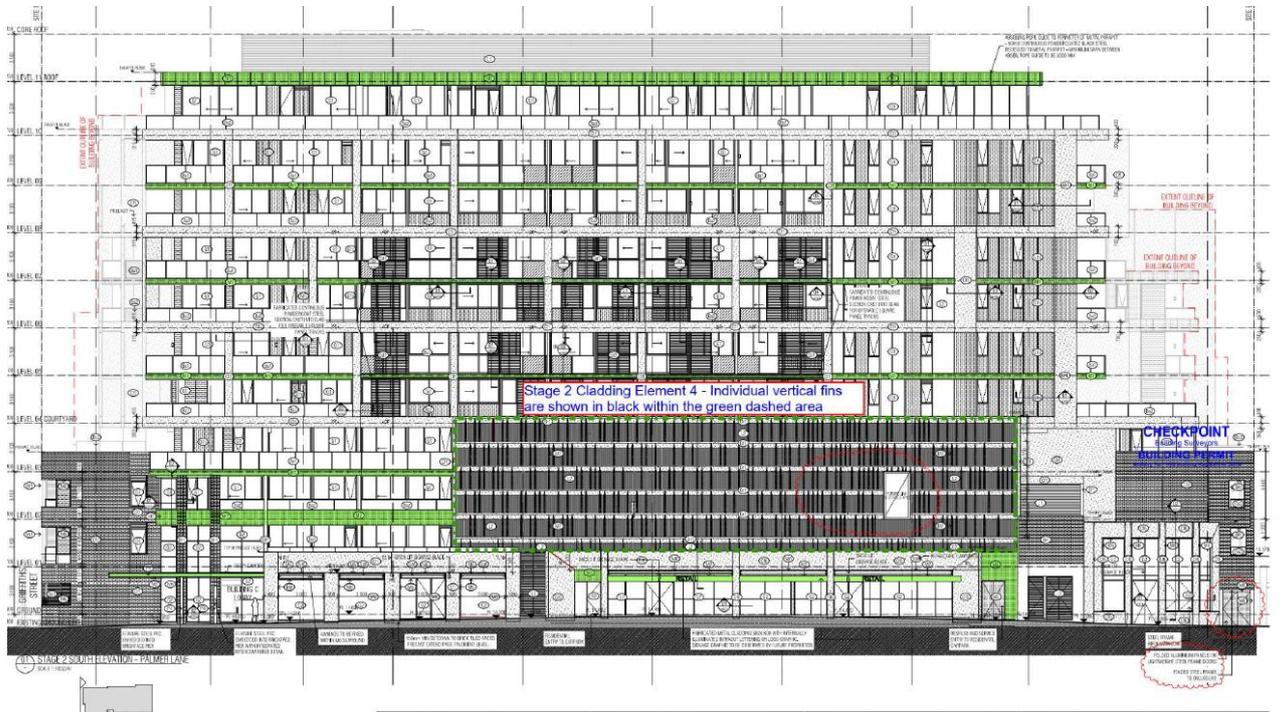
A handwritten signature in blue ink, appearing to read 'Joe Denaro', is positioned below the text 'Yours faithfully,'.

Joe Denaro BS-U1436
Acting Municipal Building Surveyor

Note: This letter is not evidence that the building or part of the building to which it applies fully complies with the *Building Act* 1993 or the Building Regulations 2018.

This letter is not a form of certification for the building.

Appendix A - LOCATION OF ACP CLADDING – Shown in Green. NB Blue indicates Timber privacy screens to balconies Stage 2 – 1 Dyer Street & 18 Coppin Street





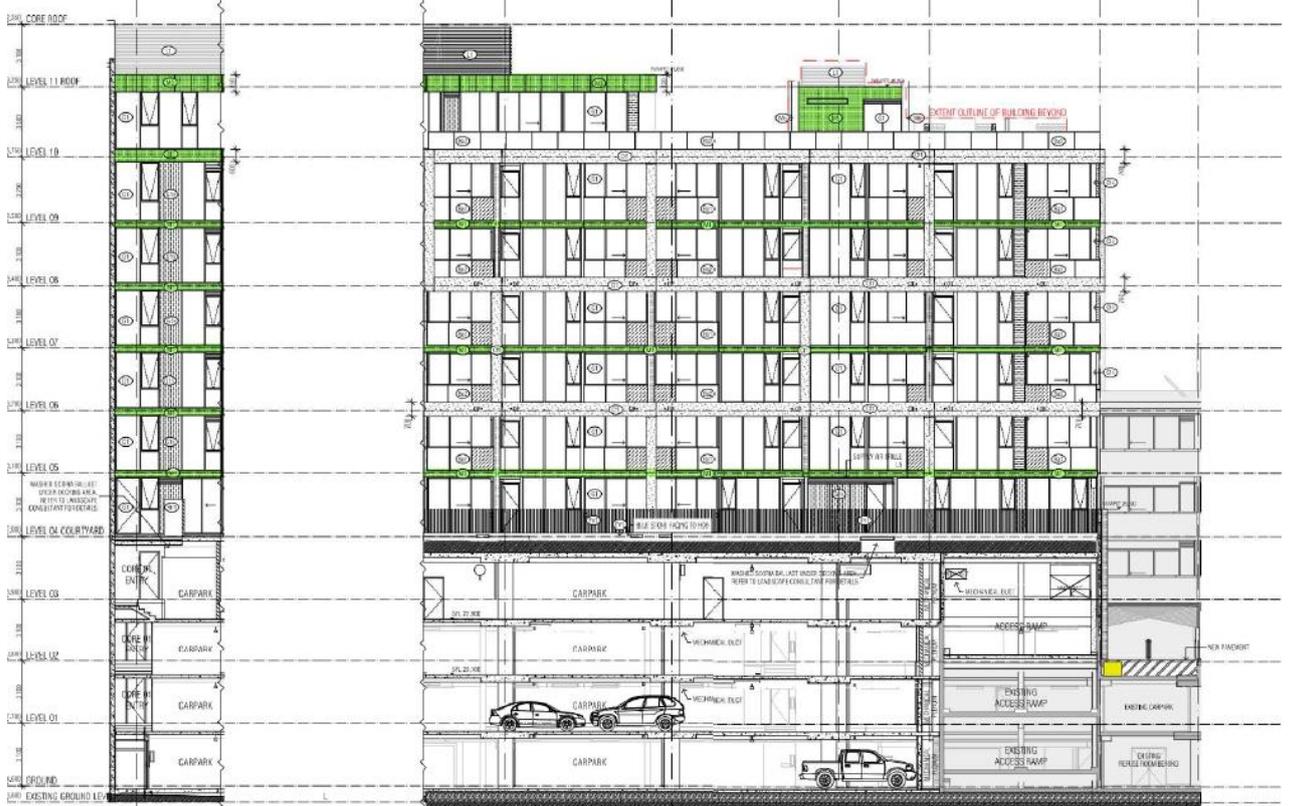
GENERAL ELEVATIONS LEGEND: NON STAINED ALUMINUM GLASS METAL PANEL - SEE TAG AND NOTE BALUSTRADE FINISH FINISHING PAINT GYPSUM SHEET CLADDING PAINT FINISH GENERAL NOTES



W11 STAGE 2 - NORTH COURTYARD ELEVATION

SCALE 1:100 (A1)

W12 A01



W13 STAGE 2 - EAST COURTYARD ELEVATION

E02 STAGE 2 - EAST COURTYARD ELEVATION



Cladding Element 1



Cladding Element 2



Cladding Element 3



Cladding Element 4

Stage 3 – 1 Palmer Street

FIGURE 1:
WESTERN ELEVATION



FIGURE 2:
NORTHERN ELEVATION



FIGURE 3:
EASTERN ELEVATION



FIGURE 4:
SOUTHERN ELEVATION





Cladding Element 1



Cladding Element 2



Cladding Element 3



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0000017017
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	05/08/2024 to 05/08/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 640914E
Situation	1 PALMER STREET RICHMOND VIC 3121
Additional description	1 PALMER STREET, 9-11 GRIFFITHS STREET, 18-24 COPPIN STREET AND 1 DYER STREET RICHMOND VIC 3121

Policies Selected

Policy 1 – Insured Property

Building: \$191,023,240
Common Area Contents: \$1,910,232
Loss of Rent & Temporary Accommodation (total payable): \$28,653,486

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: \$28,653,486
Extended Cover - Loss of Rent & Temporary Accommodation: \$4,298,022
Escalation in Cost of Temporary Accommodation: \$1,432,674
Cost of Removal, Storage and Evacuation: \$1,432,674

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000



Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000

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

Sum Insured: \$250,000

Flood Cover is included.

ACP Endorsement

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing Policy Wording.

All Damage arising directly or indirectly by fire resulting in any claim to the internal or external cladding materials, including 'Aluminium Composite Panels' (ACP) or 'Expanded Polystyrene' (EPS), affixed to buildings as defined under 'Policy 1 - Insured Property a. Buildings' is subject to the Fire Excess shown in the Schedule any one Event.

All Damage arising directly or indirectly by fire resulting in any claim not involving the internal or external cladding materials affixed to buildings specified in this clause, will be otherwise subject to the Standard Excess shown in the Schedule any one Event.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

30/08/2024

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.



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Notification of making, amendment or rev owners corporation rules

AM952967Q



Section 142 Owners Corporation Act 2006

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The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

Lodged by	HDME LAWYERS
Name	MAREE GLOSTER
Phone	039692.6555
Address	LEVEL 1, 600 ST KILDA ROAD, MELBOURNE VIC 3004
Reference	MAG
Customer code	12495Y
Owners corporation number	PS640914E/1
Plan number	PS640914E

Supplied with this notification is:

1. The consolidated copy of the rules of the owners corporation currently in force.

2. If applicable, the special resolution passed on

24 May, 2016 which came into effect on 15 June, 2016

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated:

02/07/2016

The common seal of owners corporation number:

PS640914E/i

Plan number:

PS640914E



was affixed in accordance with Section 21 of the *Owners Corporation Act 2006* in the presence of:

--

Lot owner

Full name	MARK TIMOTHY FUTLER
Address	292 HIGHETT ST RICHMOND VIC 3121 Lot 9.

Lot owner

Full name	KEVIN LEE, DIRECTOR SC
Address	LEVEL 11, 379 COLLINS STREET MELBOURNE 3000

**For current information regarding owners corporation, please
obtain an owners corporation search report**

Land Victoria
570 Bourke Street
Melbourne VIC 3000
Telephone 03 8636 2010



CONSOLIDATED RULES
OWNERS CORPORATION PLAN NO. PS 640914E
1 PALMER STREET, RICHMOND

The Rules for the Owners Corporation are as follows:

1. PARTIES BOUND

1.1 The parties who must comply with these Rules are:

- (a) the Owners Corporation;
- (b) each Owner/Member; and
- (c) each Occupier.

1.2 A person who must comply with these Rules must not do anything to prevent any other person from complying with these Rules.

2. DEFINITIONS AND INTERPRETATION

2.1 In these rules the following definitions apply:

Accessory Unit means any unit or area for the exclusive use of an Owner or Occupier in conjunction with a Lot

Act means the *Owners Corporations Act 2006* (Vic)

Building means the building constructed on the Land forming part of the Development

Common Facilities means the shared amenity facilities in the Building

Common Property means the common property on the Plan of Subdivision PS 640914E

Development means the land shown on the Plan of Subdivision PS 640914R together with any buildings or structures on the land known as 1 Palmer Street, Richmond

Government Authority means any government or any governmental, semi-governmental administrative fiscal or judicial department, commission, authority, tribunal, agency or any entity which is defined as a "referral authority" under the *Subdivision Act 1988* (Vic)

Land means all the land in the Plan of Subdivision PS 640914E

Lot means a lot shown on the Plan of Subdivision PS 640914E

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19/07/2016 \$46.30 OCAR



Manager	means the person or company for the time being appointed by the Owners Corporation to manage and/or maintain the Development appointed under the Owners Corporation Management Agreement as its manager or if no persons for the time being is appointed, the Secretary of the Owners Corporation
Member	means a member of the Owners Corporation
Occupier	means a tenant, licensee, occupier or mortgagee in possession of any Lot
Outgoings	means and includes, but is not limited to, all rates, outgoings, charges (including but not limited to any management fees charged by the Manager), assessments, tax and taxes and impositions (other than those levied directly against any Lot), insurances in respect of the Development and improvements (including but not limited to risk and reinstatement), cleaning, gas, electricity, fire protection and essential services, repairs and maintenance, security, bank fees and associated government charges, garden maintenance, air conditioning, patrol of visitor car parking and like expenses associated with the ownership, maintenance and operation of the Common Property
Owner	means: <ul style="list-style-type: none"> (a) the registered proprietor, or person entitled to be registered proprietor, for the time being of any Lot; and (b) if a Lot is subdivided or re-subdivided, the registered proprietor for the time being of any new Lot
Owners Corporation	means Owners Corporation created by the Plan of Subdivision No.PS 640914E
Owners Corporation Management Agreement	means the Owners Corporation management agreement between Owners Corporation and an approved manager in respect of the management of the Owners Corporation
Plan	means plan of subdivision No.PS 640914E
Regulations	means the Owners Corporations Regulations 2007 (Vic)
Registered Key	means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property
Rules	means these additional rules of the Owners Corporation (as amended from time to time)

Signage means any sign, window furnishing and internal signage that are visible outside the Lot and any sign included in the directory board in the foyer, placard, bill, advertisement, notice, logos, signwriting, billboard, free standing sign including but not limited to a "For Sale" or a "For Let" sign, or other notification

2.2 Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority;
- (d) a reference to a thing includes part of that thing;
- (e) a reference to any legislation or to any provision of any legislation includes:
 - (i) any modification or re-enactment of the legislation;
 - (ii) any legislative provisions substituted for, and all legislation, statutory instruments and regulations issued under, the legislation or provision; and
 - (iii) where relevant any corresponding law in any Australian State or Territory,
- (f) "including" and similar expressions are not words of limitation;
- (g) words in these Rules have the same meaning as in the Regulations; and
- (h) business day means any day which is not a weekend or public holiday in Victoria.

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19/07/2016 \$46.30 OCAR



2.3 In these Rules if:

- (a) a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- (b) it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rules.

3. USE OF COMMON PROPERTY AND LOTS

3.1 These Rules override the model rules (as set out in the Regulations) in the event of any inconsistency between them.

3.2 A Member must not, and must ensure that any Occupier, invitee or contractor of a Member's Lot does not:

- (a) use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or Occupiers of any Lot or their invitees, families or visitors;
- (b) park or leave a vehicle or permit a vehicle to be parked or left on the Common Property so as to obstruct a driveway or entrance to a lot or in any place other than in a car parking area specified for such a purpose by the Owners Corporation;
- (c) use or permit to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause a nuisance or hazard to any other Member or Occupier of any Lot or invitees, employees or contractors of any such member or Occupier;
- (d) make or permit to be made any undue noise in or about the Common Property or any Lot;
- (e) make or permit to be made noise from music or machinery which may be heard outside the Owner's Lot between the hours of 10.00pm and 8.00am;
- (f) use the Common Property or permit it to be used in a manner that is likely to cause damage or deterioration to the Common Property;
- (g) conduct, allow or arrange any welding, cutting of metal or any like activity or work on the Common Property or any Lot;
- (h) smoke in any part of the Development;
- (i) make or permit to be made any alterations or additions whether structural or otherwise to the exterior or any part of a Lot;
- (j) erect any fences, screens, doors, gates or any other like structures on any car park or storage area;
- (k) make or permit to be made any structural alterations or additions to the interior of any part of a Lot, without the prior consent in writing of the Owners Corporation and then only on the terms and subject to the conditions specified in that consent;
- (l) make any alterations to the painting or the decorating of the exterior of a Lot other than as reasonably required for the maintenance of the Lot;
- (m) use or suffer or permit to be used on or in the Lot any machine, equipment or instrument which may cause interference with wireless or television reception or data transmission by any person or persons for the time being occupying any of the Lots unless such machine, equipment or instrument is effectively fitted with a device which prevents such interference with wireless or television reception;
- (n) damage or deface, interfere with the use or enjoyment of, or obstruct or permit to be damaged or defaced or obstructed any entrance, passage, stairway, entrance, lobby, landing, driveway, pathway or any other part of the Common Property or use the same for any purpose other than the purpose for which they are provided or properly available;



- (o) store or permit to be stored on any part of the Common Property any materials or goods or place any television, pay TV or wireless receiver, cabling or aerial or hot water storage tank or any other appliance on Common Property unless the Owners Corporation first consents in writing and then only on the terms and subject to the conditions as specified in that consent;
 - (p) place garbage on the Common Property except in a proper bin or receptacle and in a place set aside for garbage by the Owners Corporation;
 - (q) do or permit to be done on any Lot any act or thing by reason of or in consequence of which an increased or extra premium may become payable or any policy for such insurance may become voidable for the insurance for the Common Property;
 - (r) enter into any plant room, machine or disposal room, electricity switch room or adjust or cause adjustment to any thermostat, water control, electricity, gas or heating and or cooling controls in or on the Common Property without the prior written consent of the Owners Corporation;
 - (s) obstruct or impede public access for pedestrians and cyclists into and through the Common Property wherever such access is provided by the Owners Corporation for that purpose;
 - (t) allow any furniture or other bulk items to be unloaded from any trucks or removal vans which are stopped or parked anywhere on the Development other than in an area agreed to by the Owners Corporation;
 - (u) allow any furniture or other bulk items to be transported in the elevators in the Development other than elevators that have adequate padding and protection;
 - (v) keep, permit or allow any animal on the Lot or Common Property (including without limitation, dogs, cats and birds), without the prior written consent of the Owners Corporation; and
 - (w) fail to clear on each day and every day the contents of the member's mail receiving box.
- 3.3 A Member or Occupier of a Lot when on Common Property or on any part of a Lot so as to be visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or occupier of another Lot or to any person lawfully using Common Property.
- 3.4 A Member or Occupier of a Lot must not smoke, eat, drink alcohol or other beverages in glass containers or receptacles of any kind in the stairwells, lifts, foyers, car park, lobbies or any area forming part of the Common Property.
- 3.5 A Member or Occupier of a Lot must not dispose or permit the disposal of cigarette butts, litter or any other materials over balconies or in Common Property except in those areas designated from time to time by the Owners Corporation.



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4. NOISE

A Member must not and must ensure that the Occupier of a Member's lot does not:

- (a) make or permit to be made any undue noise in or about the common property or any lot affected by the owners corporation;
- (b) make or permit to be made noise from music, machinery or other, including social gatherings, musical instruments, television sets, radios, stereos, cd players or the like which may be heard outside the owner's lot between the hours of 10.00pm and 8.00am;
- (c) create upon the member's lot any noise likely to be objected to or which would be likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property;
- (d) not to hold any social gathering or create noise likely to be objected to in the common areas or on balconies, courtyards or patios and must ensure that any such noise is minimised by closing all doors, windows and curtains of his or her lot and also such further steps as may be within his or her power to effect between the hours of 10.00pm and 8.00am;
- (e) allow guests to leave or members or occupiers to leave or return to a lot between 10.00pm and 8.00am without making sure they do so in a quiet and orderly manner as to not cause any disturbance to any other members or occupiers;
- (f) without limiting the generality of the foregoing, use hammer drills, jack hammers or carry on any building, renovations or the like in a lot on weekends or public holidays or outside the hours of 9.00am to 5.00pm on weekdays.

5. PETS AND ANIMALS

5.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) keep any animal on the common property, common facilities or within the member's lot after being given notice by the owners corporation to remove such animal after the owners corporation has resolved that the animal; is causing a nuisance;
- (b) exercise any animals on common property, allow any animal to roam freely or allow any animal to defecate or urinate on common property at any time;
- (c) fail to clean up after any animal debris or make good any damage to common property;
- (d) fail to clean up as necessary any animal debris from balconies, courtyards or terraces within a member's lot;
- (e) keep any animal on a balcony or terrace within the member's lot if the member or occupier or invitee is not present;

- (f) keep any animal within a member's lot without having first notified and gaining consent from the Owners Corporation.

6. BALCONIES, COURTYARDS AND EXTERNAL APPEARANCE

6.1 A Member of a Lot must not, and must ensure that the occupier of Member's Lot does not:

- (a) allow an balcony or open area forming part of a lot to become unkempt , or unsightly;
- (b) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of a member's lot or the common property or on or from any balcony, entrance or landing of a member's lot or the common property except in specific areas if any designated for that purpose by the owners corporation;
- (c) install any flywire screen, tinting, awning, security door or any other exterior fixture or fitting without first having obtained written permission to do so from the owners corporation;
- (d) keep any plants, planter boxes or pots on any balcony, courtyard or terrace that are not maintained in good health and condition and further that the size and type of plant shall not extend beyond the boundary of the lot or obstruct the views from another lot. care must be taken when watering or cleaning to ensure no water or refuse or other item falls onto another member's lot;
- (e) construct or erect any sheds, kennels or structures of any nature or description on any balcony, terrace or courtyard without having first obtained the written consent of the owners corporation;
- (f) a member or occupier of a lot must not paint, finish or otherwise alter the external façade of the any building or improvement forming part of the common property or their Lot.

7. WINDOW AND AWNING FURNISHINGS

7.1 An Owner or Occupier may only install window furnishings which are:

- (a) Roller blinds; and
- (b) the colour of charcoal grey or any other similar colour approved by the Owners Corporation in writing.

7.2 The Owner or Occupier is responsible for any costs and expenses associated with the window furnishings referred to in Rule 7.1, including without limitation the cost of the window furnishings and any installation costs.

7.3 Subject to Rule 7.1, an Owner or Occupier must not install or allow to be installed any external blinds or awnings, nor internal window furnishings visible from the outside of the Lot.



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19/07/2016 \$46.30 OCAR



8. SIGNAGE

- 8.1 An Owner must not, and must ensure that the Occupier of a Member's Lot does not permit any placard, advertisement or signage of any type in or upon the Member's Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent.
- 8.2 The Owners Corporation may implement a signage code the terms of which must be complied with as a condition of the consent referred to in rule 10.1
- 8.3 No Owner or Occupier will be permitted to display for sale or to let signs on their lot or in the common property without the prior written consent of the Owners Corporation. Rule 10.3 does not apply to the Developers, its assignees or legal personal representatives.

9. CAR PARKING

- 9.1 A Member must not, and must ensure that any Occupier of a Member's Lot, or employee, contractor or invitee must not:
 - (a) park or leave a vehicle or permit a vehicle to be parked or left:
 - (i) on the Common Property so as to obstruct any driveway or entrance to any Lot or interfere with the use and enjoyment of any Common Property by any other Owner or Occupier;
 - (ii) within those areas of the Common Property allocated for visitors parking (if any); or
 - (iii) in any place other than in a parking area specified for use by a Member on the Plan or in a parking area specified for such purpose by the Owners Corporation; or
 - (iv) outside the boundaries of the Member's allocated car parking space.
 - (b) use a car parking space other than the Member's allocated car parking space;
 - (c) permit a visitor to a Member's Lot to use those spaces allocated for visitor parking (if any) for more than 2 hours (or such other duration as identified on visitor car parking signs from time to time) without special permission from the Owners Corporation;
 - (d) conduct or arrange to be conducted any automotive or automotive related works or services on the Common Property;
 - (e) use or permit to be used any car parking space to which the Member is entitled otherwise than for the purpose of parking a registered motor vehicle on it and then only in such a manner as may be approved by the Owners Corporation;

- (f) allow any oil or other harmful substances to be spilt on any car parking space, Lot or the Common Property;
- (g) wash, clean, service or repair any vehicle in the Building or the Common Property except in areas designated by the Owners Corporation for such purpose and otherwise in accordance with all directions of the Owners Corporation; or
- (h) use the loading bay for any purpose other than the uploading or downloading of stock and goods. The loading bay is not to be used as a car parking space at any time.

9.2 A Member must, and must ensure that any Occupier of a Member's Lot, or employee, contractor or invitee maintain any car parking space at all times to the satisfaction of the Owners Corporation.

9.3 The Owners Corporation shall be entitled to enter into an agreement with a third party to patrol the Common Property and those areas of the Common Property allocated for visitors parking, and subject to all relevant laws, to issue fines, tow or wheel clamp any vehicles which are in breach of this Rule 9.

10. GARBAGE AND WASTE DISPOSAL

10.1 An Owner must not, and must ensure that the Occupier of a Member's Lot does not:-

- (a) Store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners corporation;
- (b) Keep all garbage and refuse within the member's Lot in tidily secured containers and place the member's garbage or refuse for collection in conformity with hygiene regulations of the Owners Corporation or the municipality from time to time and to remove such garbage and refuse from the Member's Lot only in accordance with such regulations and at such time as shall be designated acceptable to the Owners Corporation and to ensure that all garbage of a wet nature shall be appropriately strained and wrapped to prevent spillage and that any ashes, dust, cleaning refuse, scouring, broken glass, metal pieces and similar materials shall similarly be appropriately wrapped to ensure the safety of Occupants, contractors and council collection employees;
- (c) Deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Owners Corporation as separate collection for items of this nature;
- (d) Deposit cans, bottles, cardboard and other recyclable items in the general waste bins or an area except in the recycling bins or area provided for such;
- (e) Throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies, stairwells onto another member's Lot or the common property. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the occupier of the Member's Lot;



(f) 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 uses of other Lots.

10.2 If an Owner or Occupier of a Lot or any employee, invitee or contractor uses the bins located on the Common Property to dispose of any waste other than general waste, the Owners Corporation may charge the Owner or Occupier for the costs associated with the removal of such waste.

11. LIFTS, DELIVERIES AND MOVING OF BULK ITEMS

11.1 An Owner or Occupier must comply with the terms of any notice or instruction displayed in any lift by the Owners Corporation, or any statutory authority or the manufacturer of the lift.

11.2 The Owner or Occupier must use, as designed, any protective equipment supplied by the Owners Corporation for the carriage of goods in any designated goods lift.

11.3 The Owner or Occupier must only use the designated lift for carriage of goods, provided always that such goods are not likely to stain, damage, weaken or cause any movement or structural defect in the Building or any part of it.

11.4 The Owner or Occupier must notify the Owners Corporation of any intention to unload furniture or other bulk items to or from the Lot within a reasonable time before the proposed unloading, which must not be less than 2 days prior to the proposed date of unloading such furniture or other bulk items and in a manner and at the times directed by the Owners Corporation but otherwise between 9.00am and 7.00 pm on any day and ensure that such unloading takes place continuously and as expeditiously as possible and comply with all requirements of the Owners Corporation regarding such unloading.

11.5 If a service fee is incurred by the Owners Corporation as a result of an Owners or Occupiers use of the lift (including, but not limited to, a service fee to install and remove the lift padding) the service fee must be paid by the relevant Owner or Occupier in advance.

11.6 The Owner or Occupier must ensure that:

(a) all delivery vans making deliveries do not park in the Common Property or any Lot other than Lot that they are delivering to ;

(b) all deliveries are delivered and that the contractor takes all due care and attention and if required must use the safety blankets inside the lift;

(c) ensure that goods or deliveries are not left outside or on the Common Property at any time. If such goods or deliveries are left outside or on the Common Property, the Owners Corporation may arrange for the goods or deliveries to be removed, provided the Owners Corporation gives prior notice to the owner of the proposed removal.

11.7 An Owner must and must ensure that the Occupier of a Member's lot:



- (a) take immediate steps to make good any damage caused to the common Property as a result of the moving of such furniture;
- (b) pay compensation to the Owners Corporation in respect of any damage to the extent that the damage has not or cannot be made good pursuant to these rule 6.16.6 (a) within 14 days of demand by the Owners Corporation.

12. POSITIVE OBLIGATIONS OF MEMBERS

12.1 A Member must do or cause to be done the following:

- (a) pay any increased insurance premium occasioned by the Member's particular use of the Lot;
- (b) repair and maintain the interior of the Member's Lot and parts of the Common Property in the exclusive use of the Member or the Occupier of the Lot;
- (c) maintain in good repair and working order, pay for, renew, repair, reinstatement, replace and keep clear:
 - (i) any tank, cistern, sanitary, and sewerage and other apparatus or equipment wholly within the Lot used for the supply of electricity, water, hot water, gas, heating or cooling installation, security or other services to the Lot;
 - (ii) all sewers, drains, tubes, pipes, ducts and wires which are wholly within and terminate in the Lot;
 - (iii) all wires within the Lot or on the Common Property used in connection with wireless, or television reception which service the Lot exclusively;
 - (iv) heating and cooling appliances in the Lot;
 - (v) security systems in the Lot; and
 - (vi) any other equipment, appliances or apparatus now on or in the future installed on the Common Property or any sewers, drains, tubes, pipes, ducts or wires used in connection with them on the Common Property which exclusively serve the Lot;
- (d) report to the Owners Corporation or Manager any accidents to or failure of any services which affect the use and enjoyment of such services by Occupiers of Lots in the Development or of the Common Property;
- (e) keep any Common Property outside the Lot clean and clear of rubbish;
- (f) provide a copy of these Rules to any tenant or licensee and make any permitted lease or licence conditional on the tenant or licensee complying with these Rules and the Regulations;
- (g) assist and co-operate with the Owners Corporation in taking any measures to preserve the safety of the Common Property and the Lots from fire and other hazards;



- (h) ensure compliance with fire and essential services laws and Regulations in respect of the Development;
- (i) ensure that all smoke detectors installed in the Lot are properly maintained and tested monthly and that backup batteries in smoke detectors are replaced whenever necessary;
- (j) immediately notify the Owners Corporation of any defect or damage to the Building or the Common Property or in any of the services to the Building;
- (k) comply with all directions of the Owners Corporation in relation to fire drills and observe all necessary and proper emergency evacuation procedures;
- (l) notify the Owners Corporation of any intention to unload furniture or other bulk items to and from the Lot within in reasonable time, which must not be less than 2 days prior to the proposed date of unloading such furniture or other bulk items.

13. BUILDING WORKS

13.1 Approvals

The Owner or Occupier of a Lot must not undertake any building works within or about or relating to the Lot unless:

- (a) all requisite permits, approvals and consents under all relevant laws have been obtained and copies of them have been given to the Manager;
- (b) such works are undertaken strictly in accordance with those permits approvals and consents referred to in Rule 13.1(a); and
- (c) such works are undertaken with a minimum of nuisance, annoyance, disturbance and inconvenience to other Owners or Occupiers of Lots.

13.2 Building Works Plans

The Owner or Occupier of a Lot must not proceed with any such Building works until the Owner or Occupier:

- (a) submits to the Owners Corporation plans and specifications of any works proposed by the Owner or Occupier which affect the external appearance of the Development or any part of the Common Property including without limitation any alterations to and penetrations through the structure of the Building, or which affect the Development or services or the fire or acoustic ratings or essential services of any component of the Development; and
- (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Development and do not endanger the Development and are compatible with the overall services to the Development and the individual floors; and
- (c) receives written approval for those works from the Owners Corporation, which approval must not be unreasonably withheld, but which approval may



be given subject to conditions including without limitation the condition that the reasonable costs of the Owners Corporation's approval (including the costs of any lawyers or consultants engaged by the Owners Corporation to consider whether or not approval should be given and on what terms) must be paid by the Owner or Occupier; and

- (d) pays the costs referred to in Rule 13.2(c), to the Owners Corporation.

13.3 Directions of the Owners Corporation

The Owner or Occupier of a Lot must ensure that the Owner or Occupier and their invitees, employees and contractors undertaking such works:

- (a) comply with the proper and reasonable directions of the Owners Corporation concerning:
 - (i) the method of building operations;
 - (ii) the means of access;
 - (iii) the use of Common Property and on-site management and building protection;
 - (iv) the hours of work;
- (b) are supervised in the carrying out of such works to minimise any damage to or dirtying of the Common Property and the services therein; and
- (c) are licensed to carry out the works (if required by any Government Authority or other body) and provide evidence of the insurances required by Rule 13.5.

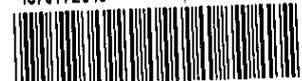
13.4 Work Practices

The Owner or Occupier of a Lot must ensure that the Owner or Occupier and the Owner's or Occupier's servants, agents and contractors undertaking such works observe the following restrictions in respect of the works:

- (a) building materials must not be stacked or stored on the Development without the prior approval in writing of the Owners Corporation;
- (b) scaffolding must not be erected on the Common Property or the exterior of the Building without the prior approval in writing of the Owners Corporation;
- (c) construction work times must comply with the local laws of the Relevant City Council and any other relevant authority;
- (d) the Development must at all times be maintained in a clean, tidy and safe state; and
- (e) construction vehicles and construction workers' vehicles must not be brought into or parked in the Common Property or any visitor's car park without the prior approval in writing of the Owners Corporation.

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13.5 Insurance

Before any of the Owner's or Occupier's works commence the Owner or Occupier must:

- (a) cause to be effected (and maintained during the period of the building works) a contractor's all risk insurance policy (including the Owners Corporation as an insured party) to the satisfaction of the Owners Corporation;
- (b) ensure that the person or entity undertaking the building works has effected (and will maintain for a period acceptable to the Owners Corporation) a professional indemnity insurance policy in respect of the works for an amount approved by the Owners Corporation in writing, to the satisfaction of the Owners Corporation; and
- (c) deliver a copy of the policy and certificate of currency in respect of the policies to the Owners Corporation.

13.6 Access

Access will not be available to other Lots or Common Property for installation and maintenance of services and associated building works without the consent or licence of the Owner of the relevant Lot or of the Owners Corporation in the case of Common Property.

13.7 Make Good

The Owner or Occupier of a Lot must immediately make good all damage to and dirtying of the Building, the Common Property or services for the Development, which are caused by the Owner or Occupier's works. If the Owner or Occupier fails to immediately make good all damage and dirtying caused by the works, the Owners Corporation may (in its absolute discretion) make good the damage and dirtying and in that event the Owner or Occupier is liable for and indemnifies the Owners Corporation against, and must pay on demand, all costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

14. REGISTERED KEYS, ACCESS PASSES, TAGS AND CONTROLLERS

14.1 Registered Keys

- (a) The Owners Corporation may charge a reasonable fee for any additional Registered Key required by an Owner or Occupier.
- (b) An Owner or Occupier of a Lot must exercise a high degree of caution and responsibility in making a Registered Key available for use by any Occupier of a Lot or other person and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Registered Key to the Owner or the Owners Corporation.
- (c) An Owner or Occupier of a Lot in possession of a Registered Key must not without the Owners Corporation's written consent duplicate the Registered Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Registered Key is not lost or handed to any person other

than another Owner or Occupier and is not disposed of otherwise than by returning it to the Owners Corporation.

- (d) An Owner or Occupier of a Lot must promptly notify the Owners Corporation if a Registered Key is lost or destroyed.
- (e) The Owners Corporation may refuse to issue a Registered Key unless it is satisfied as to the identity of the person and their right to the Registered Key.

14.2 Essential SERVICES

The Owners Corporation will arrange inspections as required by law of fire hoses, fire extinguishers, cooling towers (if any) and any other safety equipment in or on the Building or the Common Property. To facilitate such inspections and any necessary repairs or replacements, an Owner or Occupier must provide necessary access to an Owner or Occupier's Lot.

15. RULES AND ENCUMBRANCES

15.1 Owners Corporation Additional Rules

The Owners Corporation may from time to time make Rules and each Owner and Occupier must comply with those Rules.

15.2 Compliance with these Owners Corporation Rules

Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe the Rules and take all reasonable steps to ensure their invitees, employees and contractors also comply. If an invitee, employee or contractor does not comply with the Rules, the Owner or Occupier must take all reasonable steps to ensure that the invitee, employee or contractor immediately leaves the Development.

15.3 Compliance with Encumbrances

Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe the provisions of any covenant, easement or right of way affecting a Lot or the Common Property.

16. OWNERS CORPORATION ADMINISTRATION

16.1 Owners Corporation Administration

- (a) Meetings of the Owners Corporation will be held in accordance with the Act.
- (b) The budget prepared for each annual general meeting may include an allowance for a maintenance fund if required by the Act or the Owners Corporation. Such an allowance may be collected from each Member and the funds may be accumulated and used in relation to repairs and maintenance of a major nature, capital work or any other contingency as determined by the Owners Corporation. No amount of the allowance is refundable to a Member.



- (c) Each Member will pay a sum for a period determined by the Owners Corporation on account of Outgoings.
- (d) A Member must pay on demand interest to the Owners Corporation on any amount payable by the Member under these Rules or the Regulations, including without limitation this Rule 16, which remains unpaid for 7 days from the due date for payment, calculated on daily balances from the due date for payment until the amount is paid. The rate to be applied to each daily balance is the rate set down from time to time under the *Penalty Interest Rates Act 1983 (Vic)*. Interest charged on outstanding levies or fees shall be calculated on the total rate of the levy or fee and calculated on the number of days of default.
- (e) The Owners Corporation is not liable or responsible to any Owner or Occupier for any loss or damage to the Lots or any part of them.
- (f) Recovery proceedings are to be administrated as follows:
 - (i) The Manager may engage legal representation in order to recover any fee, charge or interest not paid by an Owner ("Defaulting Party").
 - (ii) The costs incurred by the Manager as a result of any recovery proceedings referred to in Rule 16.1(f)(i) are to be borne by the Defaulting Party.

17. CONSENT OF THE OWNERS CORPORATION

Wherever the consent of the Owners Corporation is required, such consent may be given or withheld in the Owners Corporation's absolute discretion and may be imposed subject to any conditions, restrictions and controls as the Owners Corporation deems appropriate, which conditions, restrictions and controls may be varied by the Owners Corporation at any time.

18. SPECIAL RIGHTS FOR THE DEVELOPER

Nothing in these Rules will prevent or hinder the Developer from completing construction of improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Developer from selling any Lots and completing any subsequent stages of the Plan of Subdivision and without limitation the Developer may:

- (a) grant access rights to third parties;
- (b) use any lot as a display lot to assist in the marketing and sale of other lots;
- (c) place anywhere on the common property signs and other materials relating to sale of lots;
- (d) conduct in a lot or anywhere on the common property an auction sale of a lot;
- (e) use in any way it considers necessary any part of the common property for the purposes of selling lots (to the exclusion of other members);



- (f) use in any way it considers necessary any part of the common property to facilitate completion of construction works;
- (g) if applicable, develop and construct on each lot created out of further subdivision of a Lot into separate Lots;
- (h) Erect barriers and hoardings as may be required to enable construction works to be carried out in relation to any further stage of the development;
- (i) Take possession of any part of the common property as may be required in order to carry out any works or activities in relation to the development or further stages of the Plan of Subdivision;
- (j) Grant rights of access over the common property to any party on such terms and conditions as are required to enable the developer to carry out works with the development or any further stage on the Plan of Subdivision;
- (k) Use rights of way and entrances and exits to the development to enable it to carry out any works and to close off such rights of way, exits and entrances from time to time.

19. OWNERS CORPORATION CONSENT

The Owners Corporation acknowledges that the Developer may request its consent in relation to any application for permits or requirements of any Authority in relation to completion of the development any further stages on the Plan of Subdivision and agrees to sign such consents as the Vendors reasonably requires.

20. DISPUTE RESOLUTION

- 20.1 Model rule 6 in Schedule 1 of the Regulations does not apply.
- 20.2 The grievance procedure set out in this rule applies to disputes involving an Owner, a Manager, an Occupier or the Owners Corporation.
- 20.3 The person making the complaint must prepare a written complaint in the approved form to the chairperson of the Owners Corporation committee c/- the Manager before making an application to or pursuing a dispute at the Victorian Civil and Administrative Tribunal.
- 20.4 In addition to setting out the complaint, the written complaint must set out whether the person wishes to invite the Owners Corporation committee, the Manager or another party to a meeting to discuss any issue in dispute.
- 20.5 The Owners Corporation or the Owners Corporation committee will call a meeting within 14 days to resolve the issue or dispute and take any action it deems appropriate according to law. Any resolutions made by the Owners Corporation or the Owners Corporation committee will be recorded in the minutes of that meeting and sent to all Owners and Occupiers involved in the relevant dispute.
- 20.6 If the issue or dispute is not resolved, the complainant has a right to take further action under Part 10 of the Act.

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**21. WEBSITE MANAGEMENT**

- 21.1 An Owner or Occupier using the website facility if provided by the Owners Corporation must:
- (a) acknowledge that all posts made to these forums express the views and opinions of the person posting the blog in the forum and not the manager, moderators, committee or webmaster (except for posts by these people) and hence will not be held liable;
 - (b) agree not to post any abusive, obscene, vulgar, slanderous, hateful, threatening, sexually-oriented or any other material that may violate any applicable laws,
 - (c) agree that the manager, moderators, committee or webmaster of this forum have the right to remove, edit, move or close any topic at any time should they see fit, and
 - (d) agree to any information the owner or occupier has entered above being stored in a database
 - (e) once the information is in the website database, the copyright and ownership of the information passes on the Owners Corporation unless specifically excluded by the author.

22. COMMERCIAL LOTS

- 22.1 In addition of being a lot owner and/or occupier and subject to the normal Rules, the owner and/or Occupier of these Lots must:
- (a) observe the rules and regulations which is in their permit to operate the business
 - (b) ensure that the common areas surrounding the premises are clean and tidy at all times
 - (c) ensure that at all times, no furniture or signage is left on the common areas unless with the explicit written permission of the Owners Corporation.
 - (d) not allow their clients and patrons to cause excessive noise to emit from their lot particularly after 10 pm.
 - (e) ensure that no storage of any items and/or materials in the common area at all times.
 - (f) ensure that the facade is maintained at all times and any proposed changes to it be done professionally and with the approval of the Owners Corporation which shall not be unreasonably withheld.

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**23. SIGNAGE FOR COMMERCIAL LOTS**

- 23.1 Commercial lots are allowed to display signage to advertise their business on common property provided the signage is appropriate and reasonable for the business.
- 23.2 Consent from the relevant Owners Corporation must be sought for any advertisement or signage and such consent shall not be unreasonably withheld.

24. INSTALLATION OF SERVICES FOR COMMERCIAL LOTS

- 24.1 The owner and/or occupier of these lots have the right to install air conditioning, hot water services and any equipment on close by common property to service their lots and business if necessary.
- 24.2 The Owners Corporation must not unreasonably withhold consent for such installation if the proposal is reasonable, fit for purpose and does not substantially affect the use of the affected common property.
- 24.3 All costs associated with such installation and any make good, if required by the Owners Corporation, shall be at the cost of the owner and/or lot occupier.
- 24.4 The Owners Corporation will provide non monetary assistance as far as practicable to assist in the installation and make good process.
- 24.5 Any reasonable monetary costs incurred by the Owners Corporation in this process excluding legal costs for the purposes of litigation, shall be reimbursed by the owner and/or occupier.

25. COMMERCIAL LOT CANOPIES

- 25.1 The canopy installed at the front of each commercial lot is the property of the lot owner.
- 25.2 The owner and/or occupiers are required to maintain and keep the canopy in good working condition at all times and replace it when necessary.
- 25.3 The owner and/or occupier is not allowed to do anything to the canopy which detracts from the looks of the entire commercial lots unless authorised by the Owners Corporation.

26. RESIDENT AMENITIES FOR OWNERS CORPORATION 3 AND 4

- 26.1 Only members (owners and/or occupiers) of Owners Corporation 3 and 4 are entitled to use the resident amenities consisting of the Gymnasium, Residents Lounge, Courtyard and Level 10 Rooftop Terrace.
- 26.2 The operating hours for these facilities shall be during the hours of 6 am to 10 pm every day subject to changes by the relevant Committee from time to time.
- 26.3 Members are required to keep the place neat, tidy and clean after each use. Any costs for cleaning up after use by any members or their guests will be the responsibility of the member.
- 26.4 Members are required to notify the Owners Corporation if they intend to have more than six guests using these amenities.

- 26.5 Members are able to book for the exclusive use of the Residents Lounge subject to the length of time and a booking and/or cleaning fee which will be set by the Committee from time to time. Any damage cause and/or clean up to the properties through this exclusive use will be the responsibility of the person who made the booking.
- 26.6 Resident amenities are only available for private recreational use. They are not to be used for any commercial purposes.

27. BICYCLE RACKS/SPACE FOR OWNERS CORPORATION 3 AND 4

- 27.1 Each member is entitled to use only one bicycle rack/space per lot irrespective the size of the lot.
- 27.2 The bicycle rack/space will always remain the property of the Owners Corporation and the rules and regulations covering the use of this rack/space will be decided by the committee from time to time.
- 27.3 No lot owner is entitled to a specific rack/space by way of usage.

28. SHORT TERM ACCOMMODATION / CHANGE OF USE - OWNERS CORPORATION 3 AND 4

- 28.1 An Owner and/or occupier is not allowed to licence, lease or rent out his lot for a period less than 30 days without the prior consent of the Owners Corporation.

29. RULE APPLICABLE TO ONLY MEMBERS OF OWNERS CORPORATION 4

- 29.1 An Owner or Occupier may only install window furnishings within recessed pelmet which is one of the following or a combination of them:
- (a) Blockout Roller blinds; or
- (i) the colour of the blockout backing facing window is charcoal grey or any other similar colour approved by the Owners Corporation in writing.
- (ii) on ceiling mounted track
- (b) Sheer Roller blinds; or
- (i) the colour is charcoal grey or any other similar colour approved by the Owners Corporation in writing.
- (ii) on ceiling mounted track
- (c) Blockout Curtains; or

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- (i) the colour of the blackout backing facing window is charcoal grey or any other similar colour approved by the Owners Corporation in writing.
 - (ii) full height drop without decorative pelmets or valances
 - (iii) on ceiling mounted track
- (d) Sheer Curtains; or
- (i) the colour is charcoal grey, light warm grey or any other similar colour approved by the Owners Corporation in writing.
 - (ii) full height drop without decorative pelmets or valances
 - (iii) on ceiling mounted track
- 29.2 The Owner or Occupier is responsible for any costs and expenses associated with the window furnishings referred to in Rule 7.1, including without limitation the cost of the window furnishings and any installation costs.
- 29.3 Subject to Rule 7.1, an Owner or Occupier must not install or allow to be installed any external blinds or awnings, nor internal window furnishings visible from the outside of the Lot.

I certify these rules is a true and a correct copy of the rules made by Special Resolution dated 24 May 2016

Signed.....
Mark Fletcher, Chairman



Model Rules for an Owners Corporation

Owners Corporation Regulations 2018
Schedule 2—Model rules for an owners corporation Regulation 11
Authorised Version incorporating amendments as at 1 December 2021

1 Health Safety and Security

1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

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 inflammable chemical, liquid or gas or other inflammable material.

(2) This rule does not apply to-

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

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

1.3 Waste Disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees & 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 & 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 and 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 that 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) Sub rule (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 or 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 his or her own purposes as a garden any portion of the common property.

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

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

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

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

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

4.2 Vehicles and parking on common property

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

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

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

(c) in any place other than parking area situated on common property specified for 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 sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for 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 lot or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

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

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

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

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, Occupiers and invitees on common property

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

6.2 Noise & 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, an occupier or the owner's corporation.

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

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

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

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

(a) 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 his or her behalf at the meeting.

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

(b) 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 his or her 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 any further action under *Part 10 of The Owners Corporation Act 2006*.

Owners Corporation 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.



BLUESTONE OCM PTY LTD
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Level 3, 312 St Kilda Road Melbourne VIC 3004
ABN: 56 165 080 820
bluestoneocm.com.au

29/07/2025

InfoTrack on behalf of Provey Lawyers Conveyancing Services
Level 5, North Tower, 459 Collins Street
MELBOURNE VIC 3000

Re: Owners Corporation Certificate - Jaques Lot 701C, 1 Dyer Street RICHMOND VIC

In response to your application, we now attach an Owners Corporation Certificate for Lot 701C on Plan of Subdivision 640914E OC3 dated 29/07/2025. This certificate is intended for use for the purpose of S. 151 of the *Owners Corporations Act 2006* ("Act").

Pursuant to S. 151(4)(b) of the Act, we also include the following:

- a) The minutes of the most recent annual general meeting of the Owners Corporation;
- b) A copy of the consolidated rules registered at Land Victoria;
- c) A copy of the "Statement of Advice and Information for Prospective Purchasers and Lot Owners"
- d) A copy of the Certificate of Currency
- e) EPA Report – Statutory Environmental Audit reports Part A & C
- f) EPA Report – Statutory Environmental Audit report Part B (available upon request)
- g) City of Yarra Acquittal Letter – Ref AR19/00275 and BCA00061
- h) City of Yarra Building Order Minor Works – Ref BENF24/00033

Further information on prescribed matters reported in the Owners Corporation Certificate can be obtained by inspection of the Owners Corporation Register in accordance with S. 150 of the Act. Please contact our office on (03) 8535 2770 or email info@bluestoneocm.com.au to obtain a copy of the "Notice to Inspect Register Form" which must be completed and returned to the Owners Corporation prior to booking a time to inspect the Register.

Lastly, to avoid further time being taken up on your part, should it be necessary for us to contact you after settlement, please ensure that immediately upon settlement our office is notified of the name and address of the new Lot Owner. Your cooperation will ensure that you have complied with your obligations under S. 134 of the Act.

Thank you for your compliance.

Kind regards,

A handwritten signature in black ink that reads "Lidiya Hanin".

Lidiya Hanin
Senior Owners Corporation Manager
Bluestone OCM Pty Ltd, as a delegate of the Owners Corporation

Owners Corporation Certificate

Owners Corporation Act 2006 Section 151 and Owners Corporations Regulations 2018 Regulation 16

Plan of Subdivision	PS 640914E OC3
Address of Property	1 Palmer St, 9-11 Griffiths St, 18-24 Coppin St, 1 Dyer St & 248 Highett St RICHMOND VIC 3000
This certificate is issued for Lot	701C
Postal address	Level 3, 312 St Kilda Road MELBOURNE VIC 3000
Vendor	Ms I-Chih Hung & Teck S Toh
Applicant for the certificate	InfoTrack on behalf of Provey Lawyers Conveyancing Services
Address for delivery of certificate	ownerscorp@infotrack.com.au
Date application was received	21st July 2025
Reference	1756318
This certificate is issued for Lot 701C on PS 640914E OC3	

IMPORTANT: The information in this certificate is issued on **29/07/2025**. 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 fees for the above lot are **\$1,380.16** per annum, for the year commencing **01/07/2024** and are paid quarterly.

Due Date	01/07/2024	01/10/2024	01/01/2025	01/04/2025
Administrative Fund	\$241.70	\$260.18	\$260.19	\$260.19
Maintenance Fund	\$86.87	\$90.34	\$90.34	\$90.34

The first quarterly levy for the period commencing 01/07/2025 has been issued as an interim levy based on the 2024-2025 budget. Subsequent levies not yet issued are subject to change pending the budget approval at the upcoming AGM.

Due Date	01/07/2025
Administrative Fund	\$255.56
Maintenance Fund	\$89.47

- 2) The fees are paid up to **30/09/2025**.
- 3) The total of any unpaid fees or charges for the lot are: **\$0.00**
- 4) The following special fees or levies have been struck, and the dates in which they were struck and payable are: **Nil**
- 5) The repairs, maintenance or other work or act which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund and special levies are:
At the date of issuing the certificate no such repairs, work or act has been performed or is known to be about to be performed.
- 6) The Owners Corporation has the following insurance cover:
Owners Corporation No.1 holds the insurance cover. Please refer to Owners Corporation No.1 certificate - item 6 for cover.
- 7) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?
No
- 8) The total funds held by the Owners Corporation as at 29/07/2025:
- | Administrative Fund | Maintenance Fund | Total |
|---------------------|------------------|----------------|
| \$408,018.95 | \$668,083.83 | \$1,076,102.78 |
- 9) The Owners Corporation has no other known liabilities, other than those covered by annual fees, special levies and repairs and maintenance as set out above except:
Refer to item 12, 13 and 17.
- 10) Details of all current contracts, leases, licences or agreements affecting the common property:
Agreements
Embedded Network Electricity, OC Energy, 24/05/2016
Ongoing Programmed ESM Maintenance, LINKFire Pty Ltd, 06/02/2018
- 11) The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public.

- 12) The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that have not been satisfied except:
The Owners Corporation received a Building Order of Minor Works dated the 20th of March 2024. The order follows up on essential service documentation and rectification works for the period between 14/09/2022 to 22/03/2023. This is in relation to a prior show cause notice from the City of Yarra. Refer to Item 17.
- 13) The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except:
Jaques Owners Corporation 1,2,3 &4 ats VICPROP OC Pty Ltd (as trustee for the VICPROP OC Unit Trust) t/a MelbOC ACN 606 358 909

The Jaques Owners Corporations can confirm that the legal matter detailed above has been finally settled between the two parties in December 2024 and that all Jaques incurred legal costs have been paid and settled to their legal advisers.

The matter is now closed and no further costs will be incurred.
- 13) The Owners Corporation has appointed a Manager. Details as follows:
**Bluestone OCM Pty Ltd
Registration No: 000776
ABN 56 165 080 820
Level 3, 312 St Kilda Road
MELBOURNE VIC 3004**
- 14) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?
No Administrator is appointed, and the Manager is not aware of any proposal to appoint an Administrator.
- 15) The following documents which are required to be included with the Owners Corporation certificate are attached:
a) **The minutes of the most recent annual general meeting of the Owners Corporation**
b) **A copy of the consolidated rules registered at Land Victoria**
c) **A copy of the "Statement of Advice and Information for Prospective Purchasers and Lot Owners"**
d) **A copy of the Certificate of Currency**
e) **EPA Report – Statutory Environmental Audit reports Part A & C**
f) **EPA Report – Statutory Environmental Audit report Part B (available upon request)**
g) **City of Yarra Acquittal Letter – Ref AR19/00275 & BCA000661**
h) **City of Yarra Building Order Minor Works – Ref BENF24/00033**
- 16) Additional Information
The Owners Corporation received notification from the City of Yarra dated the 28th of March 2024, confirming that removal of the ACP combustible cladding for Stage 1 has been completed. Rectification works for the non-compliant cladding on Stages 2 and 3 and essential services is ongoing.

This Owners Corporation Certificate was prepared by:

**Lidiya Hanin,
Senior Owners Corporation Manager
Bluestone OCM Pty Ltd, as a delegate of the Owners Corporation**

Lidiya Hanin

Date: 29/07/2025



BLUESTONE OCM PTY LTD
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Level 3, 312 St Kilda Road Melbourne VIC 3004
ABN: 56 165 080 820
bluestoneocm.com.au

MINUTES OF ANNUAL GENERAL MEETING
Owners Corporation No.2 PS640914E
1 Palmer Street, 9-11 Griffiths Street, Richmond VIC 3121
JAQUES

Date: Wednesday 4th December 2024
Location: Zoom Webinar – Online Conference
Meeting start time: 4.00pm
Meeting finish time: 5.02pm

Meeting Open

Lidiya Hanin opened the meeting welcomed members in attendance.

Attendance

Members in attendance:

Lot 207B	Rohan Stagg	<i>Entitled to vote</i>
Lot 208B	Adrian Preman & Robert Sugrue	<i>Entitled to vote</i>
Lot 210A	Andrew Gunnis & Gerald Jafer	<i>Entitled to vote</i>
Lot 213A	Brandon Bannister and Julie Nguyen (proxy)	<i>Entitled to vote</i>
Lot 307A	Leanne Bannister (proxy)	<i>Entitled to vote</i>
Lot 309A	Adam Thompson & Grace Thompson	<i>Entitled to vote</i>
Lot 401A	Emma Webster	<i>Entitled to vote</i>
Lot 403B	Anthony Antmann	<i>Entitled to vote</i>
Lot 404B	Andrea Newman (proxy)	<i>Entitled to vote</i>
Lot 503A	John Georgiou	<i>Entitled to vote</i>
Lot 504A	Amanda Leck	<i>Entitled to vote</i>

Present by Invitation:

Mary Nguyen, Owners Corporation Manager, Bluestone OCM
Lidiya Hanin, Senior Owners Corporation Manager, Bluestone OCM

Apologies Received:

Lot 213A Brandon Bannister and Julie Nguyen
Lot 307A Leanne Bannister
Lot 404B Andrea Newman

Proxies

Lot 213A Brandon Bannister and Julie Nguyen proxy to Anthony Antmann
Lot 307A Leanne Bannister proxy to Anthony Antmann
Lot 404B Andrea Newman proxy to Anthony Antmann

Present by Invitation:

Ms. Lidiya Hanin, Senior Owners Corporation Manager of Bluestone OCM Pty Ltd
Ms. Mary Nguyen, Owners Corporation Manager of Bluestone OCM Pty Ltd

1. Electronic Voting

Owners Corporation No.2 resolves that voting for the meeting will be electronic voting via Survey Monkey and all results will be documented in the Minutes.

Motion: Carried

Yes: 11 No: 0 Abstain: 0



2. Establishment of a Quorum

Pursuant to s.77 *Owners Corporations Act 2006*, a quorum for a general meeting is 50% of the total number of lots or if 50% of the total number of lots is not available the quorum is at least 50% of the lot entitlement.

Owners Corporation No.2 acknowledges that a quorum of Members in attendance (in person or by proxy) was not present. Subject to s.78(4), if there is not a quorum, the general meeting may proceed but all resolutions are interim resolutions.

13% of total number of lots were represented at the meeting.

Motion: Carried

Yes: 11 No: 1 Abstain: 0

Please note:

Pursuant to s. 78(4) of the *Owners Corporations Act 2006*, Interim resolutions become resolutions of the Owners Corporation:

- (a) subject to paragraph (b) and (c), 29 days from the date of the interim resolution; or
- (b) if notice of a special general meeting is given within that 29-day period and the meeting is held within 28 days after the notice is given, only if confirmed at that meeting; or
- (c) if notice of a special general meeting is given within that 29-day period and the meeting is not held within 28 days after the notice is given, at the end of that 28-day period.

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

3. Appointment of Chairperson for the Meeting

Owners Corporation No.2 resolves to appoint Ms. Lidiya Hanin of Bluestone OCM Pty Ltd as the Chairperson for the meeting.

Motion: Carried

Yes: 11 No: 0 Abstain: 0

4. Previous Minutes

Owners Corporation No.2 resolves to accept the Minutes of the previous Annual General Meeting held on 5th December 2023 as a true and correct record of the meeting.

Motion: Carried

Yes: 10 No: 0 Abstain: 1

5. Election of Owners Corporation Committee

The Manager thanked the outgoing committee members for their support, engagement and time that they have put into being active members of the Owners Corporation.

Owners Corporation No.2 resolves that the Committee structure for Jaques consists of:

- i. Three members elected independently by each of the four Owners Corporations.
- ii. All 12 elected members to form the OC No.1 Committee, each of whom shall have one vote at meetings of the OC No.1 Committee.
- iii. The three elected members from OC No.2, OC No.3, and OC No.4 respectively to form the committee for those Owners Corporations.
- iv. The four committees to meet simultaneously on a normal basis but with the capacity to hold separate votes for each committee during the common meeting time.

Owners Corporation No.2 reviewed all five nominations received for each Owners Corporation and resolves to elect the following members to the Committee:

Lot 207B	Rohan Stagg
Lot 21A	Andrew Gunnis
Lot 401A	Emma Webster
Lot 403B	Anthony Antmann
Lot 503A	John Georgiou



Motion: Carried

Owners Corporation No.2 reviewed the three nominations received for each Owners Corporation and resolves to elect the following members to the Committee:

Survey Monkey Voting Results:

ANSWER CHOICES	RESPONSES
Lot 207B Rohan Stagg	75.00%
Lot 210A Andrew Gunnis	50.00%
Lot 401A Emma Webster	87.50%
Lot 403B Anthony Antmann	75.00%
Lot 503A John Georgiou	75.00%

Owners Corporation No.2 resolved that the top three nominations received will be the elected (calculated using lot entitlements, as votes were tied) and fill the 3 nomination positions to represent Owners Corporation No.1, and these members are:

- Lot 401A Emma Webster
- Lot 403B Anthony Antmann
- Lot 503A John Georgiou

6. Delegations

Owners Corporation No.2 resolves to delegate all of the powers and functions that may be delegated to the Committee of the Owners Corporation (except for the power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting, or the power to delegate, or the powers delegated to the Manager), pursuant to s. 11(2)(a) *Owners Corporations Act 2006*. These powers and functions are set out the in the *Owners Corporations Act 2006, Owners Corporations Regulations 2018* and Rules of the Owners Corporation.

Motion: Carried

Yes: 11 No: 0 Abstain: 0

Owners Corporation No.2 resolves to delegate all of the powers and functions that may be delegated to the Manager in accordance with s. 11(2)(b) and s. 120 *Owners Corporations Act 2006* to enable the Manager to carry out its functions and perform duties to ensure effective operation of the Owners Corporation. These powers and functions are set out the in the *Owners Corporations Act 2006, Owners Corporations Regulations 2018* and Rules of the Owners Corporation.

Motion: Carried

Yes: 11 No: 0 Abstain: 0

7. Consideration of Reports

Owners Corporation Manager’s Report

Owners Corporation No.2 acknowledges the Manager’s Report as presented.

Motion: Carried

Yes: 11 No: 0 Abstain: 0

Report on Commissions

Owners Corporation No.2 acknowledges the Report on Commissions as presented.

Motion: Carried

Yes: 7 No: 0 Abstain: 4

Maintenance Plan Status Report

Owners Corporation No.2 acknowledges the Maintenance Plan Status Report as presented.

Motion: Carried

Yes: 7 No: 0 Abstain: 4

8. Appointment of Auditor

Owners Corporation No.2 resolves to appoint J&T Partnership to Audit the Financial Statements for the year ending 30 June 2024, pursuant to s. 35(1) *Owners Corporations Act 2006*.

Motion: Carried

Yes: 11 No: 0 Abstain: 0

Please Note: J&T Partnership is a registered company auditor, pursuant to s.35 (1)(a) *Owners Corporations Act 2006*.

9. Appointment of Public Officer

Owners Corporation No.2 resolves to appoint Mr. John Richmond, Director of Bluestone OCM Pty Ltd as the Public Officer of the Owners Corporation for taxation purposes and communications with the ATO.

Motion: Carried

Yes: 11 No: 0 Abstain: 0

10. Annual Financial Statements

Owners Corporation No.2 resolves to accept the Financial Statements for the period 1 July 2023 to 30 June 2024, which have been prepared in accordance with the Australian Accounting Standards, pursuant to s. 34(1) *Owners Corporations Act 2006*.

Motion: Carried

Yes: 7 No: 0 Abstain: 4

11. Administration Fund Budget and Levy Contribution

Owners Corporation No.2 resolves to adopt the Administrative Fund Budget for the year ending **30 June 2025**. Administration Fund Levies to be raised across the full year of **\$174,906.96 inc GST**, as per attached proposed budgets.

Owners Corporation No.2 resolves that the levy periods are **QUARTERLY** and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e. levies are paid in advance), and that the allocation is based on Lot Liability.

The levy periods are outlined below:

QTR1: 01/07/2024 to 30/09/2024 – these levies issued as interim*

QTR2: 01/10/2024 to 31/12/2024 – these levies issued as interim*

QTR3: 01/01/2025 to 31/03/2025

QTR4: 01/04/2025 to 30/06/2025

Motion: Carried

Yes: 7 No: 4 Abstain: 0

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the adopted budget differs from the draft budget, any differences will be distributed evenly across the remaining quarterly levies that have not yet been issued for the financial year.

Owners Corporation No.2 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30/06/2026) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

Yes: 6 No: 4 Abstain: 1

12. Maintenance Plan

Owners Corporation No.2 resolves approve the Leary & Partners Maintenance Plan, pursuant to s. 36(1) *Owners Corporations Act 2006*.

Motion: Carried

Yes: 6 No: 4 Abstain: 1

Owners Corporation No.2 resolves to approve that the Committee can by ordinary resolution, amend the approved Maintenance Plan by deferring or bringing forward any of the items listed on the approved Maintenance Plan as considered necessary, pursuant to s. 37(1A) *Owners Corporations Act 2006*.

Motion: Carried

Yes: 6 No: 4 Abstain: 1

13. Maintenance Fund Budget and Levy Contribution

Owners Corporation No.2 resolves to adopt the Maintenance Fund Budget for the year ending **30 June 2025**. Maintenance Fund Levies to be raised across the full year of **\$72,066.73 inc GST** as per attached proposed budgets.

Owners Corporation No.2 resolves that the levy periods are **QUARTERLY** and acknowledges that levies are due on the 1st day of each period or a minimum of 28 days after the date of issuance (i.e. levies are paid in advance), and that levy allocation is based on Lot Liability.

The levy periods are outlined below:

QTR1: 01/07/2024 to 30/09/2024 – these levies issued as interim*

QTR2: 01/10/2024 to 31/12/2024 – these levies issued as interim*

QTR3: 01/01/2025 to 31/03/2025

QTR4: 01/04/2025 to 30/06/2025

Motion: Failed

Yes: 5 No: 6 Abstain: 0

* Given that a Budget had not been approved by the time of the issuance of QTR1 and QTR2 levies, interim levies were based off a draft budget deemed to reflect the required expenditure for the Owners Corporation. If the adopted budget differs from the draft budget, any differences will be distributed evenly across the remaining quarterly levies that have not yet been issued for the financial year.

Owners Corporation No.2 resolves to acknowledge that the Committee will use a draft budget for the next financial year as the basis to derive interim levies at the beginning of the next financial year (financial year ending 30/06/2026) until such time a budget is approved in a general meeting. Please note: The Committee does not have the power to approve a budget for the full year.

Motion: Carried

Yes: 6 No: 5 Abstain: 0

14. Penalty interest

Owners Corporation No.2 resolves for the Owners Corporation to apply a penalty interest rate in accordance with s. 29 *Owners Corporations Act 2006* at the rate for the time being fixed under s. 2 of the *Penalty Interest Rates Act 1983*. Such interest will apply to money owed by a member for fees and charges which are paid after the due date.

Motion: Carried

Yes: 6 No: 5 Abstain: 0

15. Debt Recovery

Owners Corporation No.2 resolves to approve that the Committee can take action under Part 11 to recover the amount due if the overdue fees and charges and interest owing are not paid within 28 days after the date the final notice is given, pursuant to s. 32(c) *Owners Corporations Act 2006*.

Motion: Carried

Yes: 10 No: 1 Abstain: 0



Owners Corporation No.2 resolves to approve that the Committee can engage the services of a lawyer and/or debt collector for the purpose of collecting overdue fees and charges owing to the Owners Corporation.

Motion: Carried

Yes: 10 No: 1 Abstain: 0

16. Confirmation of Appointment – Owners Corporation Manager

Owners Corporation No.2 acknowledges that Bluestone OCM Pty Ltd is the appointed Owners Corporation Manager, in accordance with the Contract of Appointment between PS 640914E No.2 and Bluestone OCM Pty Ltd.

Motion: Carried

Yes: 11 No: 0 Abstain: 0

17. Occupational Health and Safety

Owners Corporation No.2 resolves to undertake an independent safety assessment report of the common property in relation to Occupational Health and Safety.

Motion: Carried

Yes: 11 No: 0 Abstain: 0

18. General Business

Communication and Use of Common Property

Notices in common areas must be approved by the committee and management before owners and residents display any communications on the common area notice boards. Concerns were raised about restrictions on direct owner communication. The manager requested that members raise their concerns with the committee, and/or management to address and communicate with remaining members. Manager emphasised the importance of following proper communication channels to avoid any misunderstandings, unacceptable content etc.

Flooring Renovations and Acoustic Impacts

Concerns were raised about noise travelling from recent flooring changes to the use of tiles. Manager advised that if there is a dispute of the acoustics, an acoustic assessment can be carried out. It was noted that there have been negative and positive feedback for the changes in flooring. The matter was resolved to be deferred to the committee for review.

Long term maintenance plan and Carpet Replacement

A new long term maintenance plan is being prepared by Leary & Partners, once this has been received this will be presented to the committee for an initial review. Manager advised that the maintenance plan will be required to be presented to owners for adoption at a Special General Meeting with all members of OC2. It was noted that both items are linked, and the carpet replacements will be covered by the Long-term maintenance plan.

The Owners Corporation Committees (No.1 - No.4) have requested for the building manager to undertake an assessment of the condition of all the carpets on each floor and costs to have a systematic approach to the carpet replacements. It was noted that the acoustics, fire ratings, type of carpet conditions will need to be reviewed.

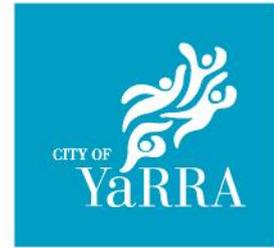
Committee Conduct & Approvals

It was raised that processes require to be in place for the committee for decision making. Concerns were raised for amount of expenditure and for items such as gardening, flooring etc from the maintenance funds. Manager advised that there a formal process which is presented to the committee at their first committee meeting, where a procurement policy for goods and services is presented, along with a code of conduct and authority limits for expenditure.

Meeting Closure

With no further business the meeting was declared closed at 5.02pm.

Our Reference: AR19/00349
Yarra Building Services
Enquiries to: Alessandro Calabro – Phone (03) 9205 5555



28th March 2024

The Owners,
Owners Corporation Plan No. 640914E
Bluestone OCM Pty Ltd
Level 3, 312 St.Kilda Road
Melbourne, 3004

Yarra City Council
ABN 98 394 086 520

PO Box 168
Richmond VIC 3121

03 9205 5555
info@yarracity.vic.gov.au
yarracity.vic.gov.au

Email: stephen.rydon@bluestoneocm.com.au

To whom it may concern,

Re: Combustible Cladding at 1 Palmer Street (Stage 1 – Buildings A & B) (aka 9 Griffiths Street and 12 Coppin Street RICHMOND , PS640914E ('the building')).

I write in relation to your building at the abovementioned property that the Statewide Cladding Audit team from the Victorian Building Authority ("VBA") originally investigated the possible installation of combustible cladding comprising Expanded Polystyrene ("EPS") and Aluminium Composite Panelling ("ACP").

As you may be aware, the VBA audit identified combustible cladding containing ACP and timber where a comprehensive building inspection and then a risk assessment was carried out by the VBA panel representatives (that also included a fire engineer and member from Fire Rescue Victoria, formally known as MFB). The risk assessment subsequently rated your building as a high risk to the occupants.

The VBA panel recommended to councils Municipal Building Surveyor to issue a Building Notice as a result of the cladding posing a danger to the occupants which was considered and served to you on the 21/10/2019 pursuant to the Building Act 1993.

You have requested in writing for me to cancel the Building Notice since providing the below mentioned representation:

- Building Permit 1904117098082 dated 13/02/2023 and Certificate of Final Inspection dated 21/12/2023 having been issued by *Joseph Kairouz* from the *Akritidis Group* for the complete removal of the ACP combustible cladding and reinstatement of compliant non-combustible cladding.
- The abovementioned works was carried out under the guidance and approval of the Statewide Cladding Grant that was supervised and managed by **Cladding Safety Victoria** ("CSV").
- A request for retention of timber cladding located to the courtyard area (refer to below image) has been made by Strateg Consulting (Fire Engineer) dated 25/08/2023 and by the Owners Corporation as part of their request for acquittal dated 19/03/2024.



Figure 3: Timber cladding (highlighted)

Council officer, Alessandro Calabro and I inspected the building on 15/02/2024 and confirmed that the abovementioned representation and information reflects the building whereby all conditions and requirements have been carried out.

Subsequently, I have decided to cancel the Building Notice in relation to the combustible cladding only pursuant to the Building Act 1993.

Whilst the notice is now cancelled, a Building Order for Minor Works has been issued reference number Benf24/00033 with respect to the outstanding Essential Safety Measure matters.

All owners should inform their insurer of the combustible timber cladding and its extent and further that they must make any future owner aware of this requirement.

Please ensure that you continue to regularly maintain and service all of the Essential Safety Measures (“ESM’s”) in the entire building (including common areas, commercial tenancies and sole occupancy units) as required by the Occupancy Permit (OP). Furthermore, ensure you complete an Annual Essential Safety Measures Report (AESMR) by the anniversary date and abide with Part 15 of the Building Regulations 2018

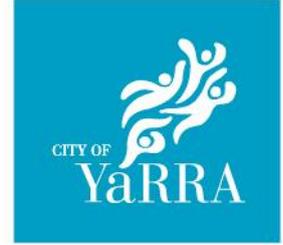
Yours faithfully,

Joe Denaro BS-U1436
Acting Municipal Building Surveyor

Note: This letter is not evidence that the building or part of the building to which it applies fully complies with the *Building Act* 1993 or the Building Regulations 2018.

This letter is not a form of certification for the building.

Our Reference: AR19/00275 & BCA00061
Yarra Building Services
Enquiries to: Alessandro Calabro – Phone (03) 9205 5555



8th May 2024

The Owners,
Owners Corporation Plan No. 640914E
Bluestone OCM Pty Ltd
Level 3, 312 St.Kilda Road
Melbourne, 3004

Email: stephen.rydon@bluestoneocm.com.au

To whom it may concern,

**Re: Combustible Cladding at 1 Palmer Street
(Stage 2 – Buildings C & D (aka 1 Dyer Street and 18 Coppin Street RICHMOND & Stage 3 –
Building E – 1 Palmer Street , PS640914E ('the building')).**

Yarra City Council
ABN 98 394 086 520

PO Box 168
Richmond VIC 3121

03 9205 5555
info@yarracity.vic.gov.au
yarracity.vic.gov.au

I write in relation to your building at the abovementioned property that the Statewide Cladding Audit team from the Victorian Building Authority (“VBA”) originally investigated the possible installation of combustible cladding comprising Expanded Polystyrene (“EPS”) and Aluminium Composite Panelling (“ACP”).

As you may be aware, the VBA audit identified combustible cladding containing ACP where a comprehensive building inspection and then a risk assessment was carried out by the VBA panel representatives (that also included a fire engineer and member from Fire Rescue Victoria, formally known as MFB). The risk assessment subsequently rated your building as a high risk to the occupants.

The VBA panel recommended to councils Municipal Building Surveyor to issue a Building Notice as a result of the cladding posing a danger to the occupants which was considered and served to you on the 17/10/2019 pursuant to the Building Act 1993.

You have requested in writing for me to cancel the Building Notice since providing the below mentioned representation:

- Provision of Cladding Risk Assessment Jaques Apartments Stage 2 Revision CRA1.1 dated 04/04/2024 by Strateg Consulting
- Provision of Cladding Risk Assessment Jaques Apartments Stage 3 Revision CRA2.1 dated 04/04/2024 by Strateg Consulting.
- A request for retention of ACP Cladding by the Owners Corporation as part of their request for acquittal dated 26/03/2024
- Comments received from Cladding Safety Victoria

Council officer Mr Alessandro Calabro and I inspected the building on 30/04/2024 and confirmed that the abovementioned representation and information reflects the building whereby all conditions and requirements have been carried out.

The Cladding Risk Assessment Reports provided by Strateg Consulting referenced above for both stages 2 & 3 have considered the ACP installed on the building and qualified its inhibiting of fire nature, given that the ACP-FR product fits into a Category A rating rather than the usual Category B due to its PE Content.

Subsequently, I have decided to cancel the Building Notice in relation to the combustible cladding pursuant to the Building Act 1993 and allow the ACP cladding to remain as shown below.

Whilst the notice is now cancelled, a Building Order for Minor Works has been issued reference number Benf24/00033 with respect to the outstanding Essential Safety Measure matters.

All owners should inform their insurer of the ACP cladding remaining and its extent and further that they must make any future owner aware of this requirement.

Please ensure that you continue to regularly maintain and service all of the Essential Safety Measures ("ESM's") in the entire building (including common areas, commercial tenancies and sole occupancy units) as required by the Occupancy Permit (OP). Furthermore, ensure you complete an Annual Essential Safety Measures Report (AESMR) by the anniversary date and abide with Part 15 of the Building Regulations 2018

Yours faithfully,

A handwritten signature in blue ink, appearing to read 'Joe Denaro', is positioned below the text 'Yours faithfully,'.

Joe Denaro BS-U1436
Acting Municipal Building Surveyor

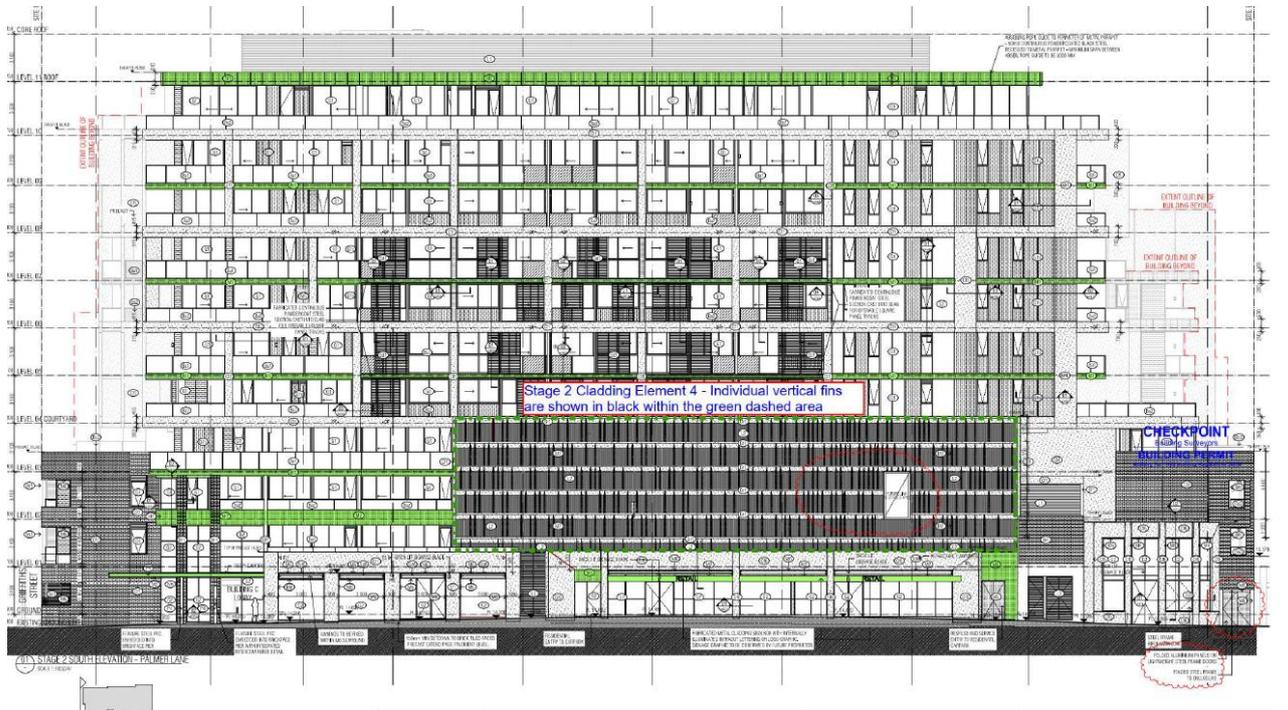
Note: This letter is not evidence that the building or part of the building to which it applies fully complies with the *Building Act* 1993 or the Building Regulations 2018.

This letter is not a form of certification for the building.

Appendix A - LOCATION OF ACP CLADDING – Shown in Green.

NB Blue indicates Timber privacy screens to balconies

Stage 2 – 1 Dyer Street & 18 Coppin Street





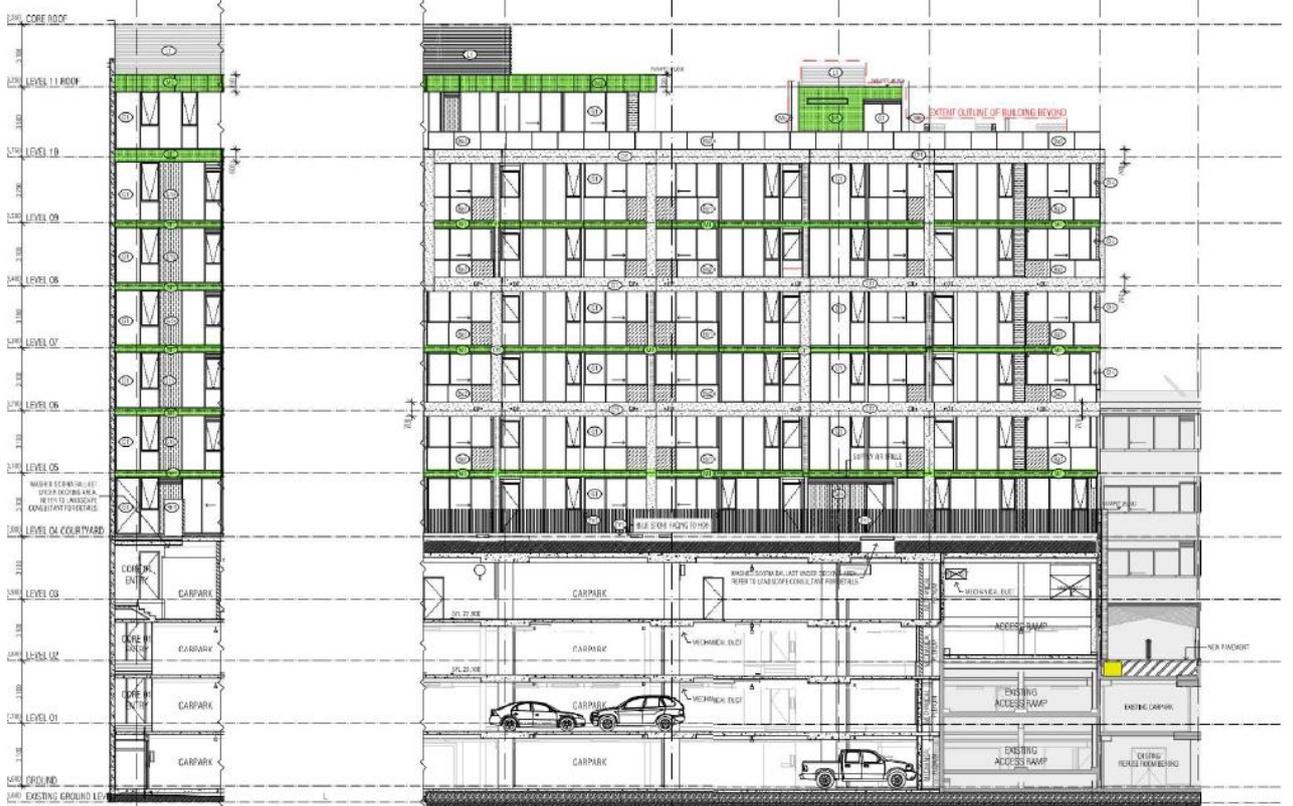
GENERAL ELEVATIONS LEGEND: NON-STANDARD ALUMINUM GLASS METAL PANEL - SEE TRADE NOTE BALUSTRADE FINISH FINISHING PAINT GYPSUM SHEET CLADDING PAINT FINISH GENERAL NOTES



W11 STAGE 2 - NORTH COURTYARD ELEVATION

SCALE 1:100 (A1)

W12 A01



W13 STAGE 2 - EAST COURTYARD ELEVATION

E02 STAGE 2 - EAST COURTYARD ELEVATION



Cladding Element 1



Cladding Element 2



Cladding Element 3



Cladding Element 4

Stage 3 – 1 Palmer Street

FIGURE 1:
WESTERN ELEVATION



FIGURE 2:
NORTHERN ELEVATION



**FIGURE 3:
EASTERN ELEVATION**



**FIGURE 4:
SOUTHERN ELEVATION**





Cladding Element 1



Cladding Element 2



Cladding Element 3



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0000017017
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	05/08/2024 to 05/08/2025 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 640914E
Situation	1 PALMER STREET RICHMOND VIC 3121
Additional description	1 PALMER STREET, 9-11 GRIFFITHS STREET, 18-24 COPPIN STREET AND 1 DYER STREET RICHMOND VIC 3121

Policies Selected

Policy 1 – Insured Property

Building: \$191,023,240
Common Area Contents: \$1,910,232
Loss of Rent & Temporary Accommodation (total payable): \$28,653,486

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: \$28,653,486
Extended Cover - Loss of Rent & Temporary Accommodation: \$4,298,022
Escalation in Cost of Temporary Accommodation: \$1,432,674
Cost of Removal, Storage and Evacuation: \$1,432,674

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000



Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000

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

Sum Insured: \$250,000

Flood Cover is included.

ACP Endorsement

CHU advises that, in line with our underwriting guidelines and your disclosed information and / or your request, the above policy has been amended. This endorsement should be read in conjunction with, and as forming part of, your existing Policy Wording.

All Damage arising directly or indirectly by fire resulting in any claim to the internal or external cladding materials, including 'Aluminium Composite Panels' (ACP) or 'Expanded Polystyrene' (EPS), affixed to buildings as defined under 'Policy 1 - Insured Property a. Buildings' is subject to the Fire Excess shown in the Schedule any one Event.

All Damage arising directly or indirectly by fire resulting in any claim not involving the internal or external cladding materials affixed to buildings specified in this clause, will be otherwise subject to the Standard Excess shown in the Schedule any one Event.

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Date Printed

30/08/2024

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.



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(2)

Notification of making, amendment or revocation of owners corporation rules

ACCEPT OF 4/1/1

AM455025T

Section 142 *Owners Corporation Act 2006*



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The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

Lodged by	STRATA DATA GROUP
Name	JOHN BEASLEY
Phone	9676 9555
Address	39/574 SUMNER ST., PORT MELBOURNE
Reference	RULES OC2 - JAGUES
Customer code	147524
Owners corporation number	2
Plan number	PS 640914E

Supplied with this notification is:

1. The consolidated copy of the rules of the owners corporation currently in force.

2. If applicable, the special resolution passed on

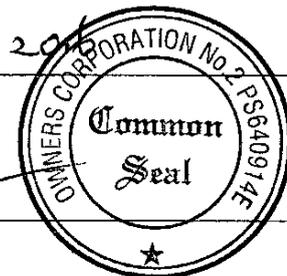
15TH SEPTEMBER, 2015

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated:

4TH January, 2016

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



The common seal of owners corporation number:

640914E

Plan number:

640914E OWNERS CORPORATION 2

was affixed in accordance with Section 21 of the *Owners Corporation Act 2006* in the presence of:

OWNERS CORPORATION MANAGER - JOHN BRASLEY

~~Lot owner~~

Full name	JOHN BRASLEY
Address	622/62 SPENCER STREET, MELBOURNE

Lot owner

Full name	
Address	

For current information regarding owners corporation, please obtain an owners corporation search report

Land Victoria
570 Bourke Street
Melbourne VIC 3000
Telephone 03 8636 2010

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ADDITIONAL RULES

OWNERS CORPORATION PLAN NO. PS 640914E

1 PALMER STREET, RICHMOND

The Rules for the Owners Corporation are as follows:

1. PARTIES BOUND

1.1 The parties who must comply with these Rules are:

- (a) the Owners Corporation;
- (b) each Owner/Member; and
- (c) each Occupier.

1.2 A person who must comply with these Rules must not do anything to prevent any other person from complying with these Rules.

2. DEFINITIONS AND INTERPRETATION

2.1 In these rules the following definitions apply:

Accessory Unit means any unit or area for the exclusive use of an Owner or Occupier in conjunction with a Lot

Act means the *Owners Corporations Act 2006* (Vic)

Building means the building constructed on the Land forming part of the Development

Common Facilities means the shared amenity facilities in the Building

Common Property means the common property on the Plan of Subdivision PS 640914E

Development means the land shown on the Plan of Subdivision PS 640914R together with any buildings or structures on the land known as 1 Palmer Street, Richmond

Government Authority means any government or any governmental, semi-governmental administrative fiscal or judicial department, commission, authority, tribunal, agency or any entity which is defined as a "referral authority" under the *Subdivision Act 1988* (Vic)

Land means all the land in the Plan of Subdivision PS 640914E

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Lot	means a lot shown on the Plan of Subdivision PS 640914E
Manager	means the person or company for the time being appointed by the Owners Corporation to manage and/or maintain the Development appointed under the Owners Corporation Management Agreement as its manager or if no persons for the time being is appointed, the Secretary of the Owners Corporation
Member	means a member of the Owners Corporation
Occupier	means a tenant, licensee, occupier or mortgagee in possession of any Lot
Outgoings	means and includes, but is not limited to, all rates, outgoings, charges (including but not limited to any management fees charged by the Manager), assessments, tax and taxes and impositions (other than those levied directly against any Lot), insurances in respect of the Development and improvements (including but not limited to risk and reinstatement), cleaning, gas, electricity, fire protection and essential services, repairs and maintenance, security, bank fees and associated government charges, garden maintenance, air conditioning, patrol of visitor car parking and like expenses associated with the ownership, maintenance and operation of the Common Property
Owner	means: <ul style="list-style-type: none"> (a) the registered proprietor, or person entitled to be registered proprietor, for the time being of any Lot; and (b) if a Lot is subdivided or re-subdivided, the registered proprietor for the time being of any new Lot
Owners Corporation	means Owners Corporation created by the Plan of Subdivision No.PS 640914E
Owners Corporation Management Agreement	means the Owners Corporation management agreement between Owners Corporation and an approved manager in respect of the management of the Owners Corporation
Plan	means plan of subdivision No.PS 640914E
Regulations	means the Owners Corporations Regulations 2007 (Vic)
Registered Key	means a key, magnetic card or other device used to open and close doors, gates or locks in respect of a Lot or the Common Property
Rules	means these additional rules of the Owners Corporation (as amended from time to time)

Signage

means any sign, window furnishing and internal signage that are visible outside the Lot and any sign included in the directory board in the foyer, placard, bill, advertisement, notice, logos, signwriting, billboard, free standing sign including but not limited to a "For Sale" or a "For Let" sign, or other notification

2.2 Unless the context otherwise requires:

- (a) headings are for convenience only;
- (b) the singular includes the plural and vice versa;
- (c) a reference to a person includes any company, partnership, joint venture, association or other Owners Corporation and any governmental authority;
- (d) a reference to a thing includes part of that thing;
- (e) a reference to any legislation or to any provision of any legislation includes:
 - (i) any modification or re-enactment of the legislation;
 - (ii) any legislative provisions substituted for, and all legislation, statutory instruments and regulations issued under, the legislation or provision; and
 - (iii) where relevant any corresponding law in any Australian State or Territory,
- (f) "including" and similar expressions are not words of limitation;
- (g) words in these Rules have the same meaning as in the Regulations; and
- (h) business day means any day which is not a weekend or public holiday in Victoria.

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3. USE OF COMMON PROPERTY AND LOTS

- 3.1 These Rules override the model rules (as set out in the Regulations) in the event of any inconsistency between them.
- 3.2 A Member must not, and must ensure that any Occupier, invitee or contractor of a Member's Lot does not:
- (a) use the Common Property or permit the Common Property to be used in such a manner as to unreasonably interfere with or prevent its use by other Members or Occupiers of any Lot or their invitees, families or visitors;
 - (b) park or leave a vehicle or permit a vehicle to be parked or left on the Common Property so as to obstruct a driveway or entrance to a lot or in any place other than in a car parking area specified for such a purpose by the Owners Corporation;
 - (c) use or permit to be used for any purpose which may be illegal or injurious to the reputation of the Development or may cause a nuisance or hazard to

- any other Member or Occupier of any Lot or invitees, employees or contractors of any such member or Occupier;
- (d) make or permit to be made any undue noise in or about the Common Property or any Lot;
 - (e) make or permit to be made noise from music or machinery which may be heard outside the Owner's Lot between the hours of 10.00pm and 8.00am;
 - (f) use the Common Property or permit it to be used in a manner that is likely to cause damage or deterioration to the Common Property;
 - (g) conduct, allow or arrange any welding, cutting of metal or any like activity or work on the Common Property or any Lot;
 - (h) Smoke in any part of the development except wholly within the enclosed walls of an owner's lot but not on a balcony.;
 - (i) make or permit to be made any alterations or additions whether structural or otherwise to the exterior or any part of a Lot;
 - (j) erect any fences, screens, doors, gates or any other like structures on any car park or storage area;
 - (k) make or permit to be made any structural alterations or additions to the interior of any part of a Lot, without the prior consent in writing of the Owners Corporation and then only on the terms and subject to the conditions specified in that consent;
 - (l) make any alterations to the painting or the decorating of the exterior of a Lot other than as reasonably required for the maintenance of the Lot;
 - (m) use or suffer or permit to be used on or in the Lot any machine, equipment or instrument which may cause interference with wireless or television reception or data transmission by any person or persons for the time being occupying any of the Lots unless such machine, equipment or instrument is effectively fitted with a device which prevents such interference with wireless or television reception;
 - (n) damage or deface, interfere with the use or enjoyment of, or obstruct or permit to be damaged or defaced or obstructed any entrance, passage, stairway, entrance, lobby, landing, driveway, pathway or any other part of the Common Property or use the same for any purpose other than the purpose for which they are provided or properly available;
 - (o) store or permit to be stored on any part of the Common Property any materials or goods or place any television, pay TV or wireless receiver, cabling or aerial or hot water storage tank or any other appliance on Common Property unless the Owners Corporation first consents in writing and then only on the terms and subject to the conditions as specified in that consent;
 - (p) place garbage on the Common Property except in a proper bin or receptacle and in a place set aside for garbage by the Owners Corporation;

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- (q) do or permit to be done on any Lot any act or thing that contravenes the permit issued by the Council of the City of Yarra or by reason of or in consequence of which an increased or extra premium may become payable or any policy for such insurance may become voidable for the insurance for the Common Property.;
- (r) enter into any plant room, machine or disposal room, electricity switch room or adjust or cause adjustment to any thermostat, water control, electricity, gas or heating and or cooling controls in or on the Common Property without the prior written consent of the Owners Corporation;
- (s) obstruct or impede public access for pedestrians and cyclists into and through the Common Property wherever such access is provided by the Owners Corporation for that purpose;
- (t) allow any furniture or other bulk items to be unloaded from any trucks or removal vans which are stopped or parked anywhere on the Development other than in an area agreed to by the Owners Corporation;
- (u) allow any furniture or other bulk items to be transported in the elevators in the Development other than elevators that have adequate padding and protection;
- (v) REMOVED AT 2015 AGM.
- (w) fail to clear on each day and every day the contents of the member's mail receiving box.
- (x) Without the written approval of the Owners Corporation, use or permit to be used as a garden any portion of the Common Property.

3.3 A Member or Occupier of a Lot when on Common Property or on any part of a Lot so as to be visible from another Lot or from Common Property must be clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or occupier of another Lot or to any person lawfully using Common Property.

3.4 A Member or Occupier of a Lot must not smoke, eat, drink alcohol or other beverages in glass containers or receptacles of any kind in the stairwells, lifts, foyers, car park, lobbies or any area forming part of the Common Property. Food, and beverages exclusive alcohol that are not in glass containers or receptacles may be consumed in the North/South Internal Courtyards.

3.5 A Member or Occupier of a Lot must not dispose or permit the disposal of cigarette butts, litter or any other materials over balconies or in Common Property except in those areas designated from time to time by the Owners Corporation.

4. NOISE

A Member must not and must ensure that the Occupier of a Member's lot does not:

- (a) make or permit to be made any undue noise in or about the common property or any lot affected by the owners corporation;



- (b) make or permit to be made noise from music, machinery or other, including social gatherings, musical instruments, television sets, radios, stereos, cd players or the like which may be heard outside the owner's lot between the hours of 10.00pm and 8.00am;
- (c) create upon the member's lot any noise likely to be objected to or which would be likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property;
- (d) not to hold any social gathering or create noise likely to be objected to in the common areas or on balconies, courtyards or patios and must ensure that any such noise is minimised by closing all doors, windows and curtains of his or her lot and also such further steps as may be within his or her power to effect between the hours of 10.00pm and 8.00am;
- (e) allow guests to leave or members or occupiers to leave or return to a lot between 10.00pm and 8.00am without making sure they do so in a quiet and orderly manner as to not cause any disturbance to any other members or occupiers;
- (f) without limiting the generality of the foregoing, use hammer drills, jack hammers or carry on any building, renovations or the like in a lot on weekends or public holidays or outside the hours of 9.00am to 5.00pm on weekdays.

5. PETS AND ANIMALS

5.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) keep any animal on the common property, common facilities or within the member's lot after being given notice by the owners corporation to remove such animal after the owners corporation has resolved that the animal, is causing a nuisance;
- (b) Exercise any animals on common property, allow any animal to roam freely unless under effective control allow any animal to defecate or urinate on common property at any time;
- (c) fail to clean up after any animal debris or make good any damage to common property;
- (d) fail to clean up as necessary any animal debris from balconies, courtyards or terraces within a member's lot;
- (e) keep any animal on a balcony or terrace within the member's lot if the member or occupier or invitee is not present;
- (f) REMOVED AT 2015 AGM.

6. BALCONIES, COURTYARDS AND EXTERNAL APPEARANCE

6.1 A Member of a Lot must not, and must ensure that the occupier of Member's Lot does not:

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- (a) allow an balcony or open area forming part of a lot to become unkempt , or unsightly;
- (b) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of a member's lot or the common property or on or from any balcony, entrance or landing of a member's lot or the common property except in specific areas if any designated for that purpose by the owners corporation;
- (c) Install any tinting, flywire door, awning, security door or any other exterior fixture or fitting without first having obtained written permission to do so from the owners corporation;
- (d) keep any plants, planter boxes or pots on any balcony, courtyard or terrace that are not maintained in good health and condition and further that the size and type of plant shall not extend beyond the boundary of the lot or obstruct the views from another lot. care must be taken when watering or cleaning to ensure no water or refuse or other item falls onto another member's lot;
- (e) construct or erect any sheds, kennels or structures of any nature or description on any balcony, terrace or courtyard without having first obtained the written consent of the owners corporation;
- (f) a member or occupier of a lot must not paint, finish or otherwise alter the external façade of the any building or improvement forming part of the common property or their Lot.
- (g) A member or occupier must ensure that any wood panelling or fences situated on their lot are maintained in good condition by applying only natural/uncoloured timber oil.

7. WINDOW AND AWNING FURNISHINGS

7.1 An Owner or Occupier may only install window furnishings which are:

- (a) Roller blinds; and
- (b) the colour of grey or any other similar colour approved by the Owners Corporation in writing.

7.2 The Owner or Occupier is responsible for any costs and expenses associated with the window furnishings referred to in Rule 7.1, including without limitation the cost of the window furnishings and any installation costs.

7.3 Subject to Rule 7.1, an Owner or Occupier must not install or allow to be installed any external blinds or awnings, nor internal window furnishings visible from the outside of the Lot.

8. SIGNAGE

8.1 An Owner must not, and must ensure that the Occupier of a Member's Lot does not permit any placard, advertisement or signage of any type in or upon the Member's



Lot or upon the Common Property unless the Owners Corporation first consents in writing and then only in accordance with the terms and conditions specified in such consent.

- 8.2 The Owners Corporation may implement a signage code the terms of which must be complied with as a condition of the consent referred to in rule 10.1
- 8.3 No Owner or Occupier will be permitted to display for sale or to let signs on their lot or in the common property without the prior written consent of the Owners Corporation. Rule 10.3 does not apply to the Developers, its assignees or legal personal representatives.

9. CAR PARKING

9.1 A Member must not, and must ensure that any Occupier of a Member's Lot, or employee, contractor or invitee must not:

- (a) park or leave a vehicle or permit a vehicle to be parked or left:
 - (i) on the Common Property so as to obstruct any driveway or entrance to any Lot or interfere with the use and enjoyment of any Common Property by any other Owner or Occupier;
 - (ii) within those areas of the Common Property allocated for visitors parking (if any); or
 - (iii) in any place other than in a parking area specified for use by a Member on the Plan or in a parking area specified for such purpose by the Owners Corporation; or
 - (iv) outside the boundaries of the Member's allocated car parking space.
- (b) use a car parking space other than the Member's allocated car parking space;
- (c) permit a visitor to a Member's Lot to use those spaces allocated for visitor parking (if any) for more than 2 hours (or such other duration as identified on visitor car parking signs from time to time) without special permission from the Owners Corporation;
- (d) conduct or arrange to be conducted any automotive or automotive related works or services on the Common Property;
- (e) use or permit to be used any car parking space to which the Member is entitled otherwise than for the purpose of parking a registered motor vehicle that is under direct control of a Member or Occupier on it and then only in such a manner as may be approved by the Owners Corporation;
- (f) allow any oil or other harmful substances to be spilt on any car parking space, Lot or the Common Property;
- (g) wash, clean, service or repair any vehicle in the Building or the Common Property except in areas designated by the Owners Corporation for such

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purpose and otherwise in accordance with all directions of the Owners Corporation; or

- (h) use the loading bay for any purpose other than the uploading or downloading of stock and goods. The loading bay is not to be used as a car parking space at any time.

9.2 A Member must, and must ensure that any Occupier of a Member's Lot, or employee, contractor or invitee maintain any car parking space at all times to the satisfaction of the Owners Corporation.

9.3 The Owners Corporation shall be entitled to enter into an agreement with a third party to patrol the Common Property and those areas of the Common Property allocated for visitors parking, and subject to all relevant laws, to issue fines, tow or wheel clamp any vehicles which are in breach of this Rule 9.

10. GARBAGE AND WASTE DISPOSAL

10.1 An Owner must not, and must ensure that the Occupier of a Member's Lot does not:-

- (a) Store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Owners corporation;
- (b) Keep all garbage and refuse within the member's Lot in tidily secured containers and place the member's garbage or refuse for collection in conformity with hygiene regulations of the Owners Corporation or the municipality from time to time and to remove such garbage and refuse from the Member's Lot only in accordance with such regulations and at such time as shall be designated acceptable to the Owners Corporation and to ensure that all garbage of a wet nature shall be appropriately strained and wrapped to prevent spillage and that any ashes, dust, cleaning refuse, scouring, broken glass, metal pieces and similar materials shall similarly be appropriately wrapped to ensure the safety of Occupants, contractors and council collection employees;
- (c) Deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Owners Corporation as separate collection for items of this nature;
- (d) Deposit cans, bottles, cardboard and other recyclable items in the general waste bins or an area except in the recycling bins or area provided for such;
- (e) Throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies, stairwells onto another member's Lot or the common property. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the occupier of the Member's Lot;
- (f) 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 uses of other Lots.



10.2 If an Owner or Occupier of a Lot or any employee, invitee or contractor uses the bins located on the Common Property to dispose of any waste other than general waste, the Owners Corporation may charge the Owner or Occupier for the costs associated with the removal of such waste.

11. LIFTS, DELIVERIES AND MOVING OF BULK ITEMS

11.1 An Owner or Occupier must comply with the terms of any notice or instruction displayed in any lift by the Owners Corporation, or any statutory authority or the manufacturer of the lift.

11.2 The Owner or Occupier must use, as designed, any protective equipment supplied by the Owners Corporation for the carriage of goods in any designated goods lift.

11.3 The Owner or Occupier must only use the designated lift for carriage of goods, provided always that such goods are not likely to stain, damage, weaken or cause any movement or structural defect in the Building or any part of it.

11.4 The Owner or Occupier must notify the Owners Corporation of any intention to unload furniture or other bulk items to or from the Lot within a reasonable time before the proposed unloading, which must not be less than 2 days prior to the proposed date of unloading such furniture or other bulk items and in a manner and at the times directed by the Owners Corporation but otherwise between 9.00am and 7.00 pm on any day and ensure that such unloading takes place continuously and as expeditiously as possible and comply with all requirements of the Owners Corporation regarding such unloading.

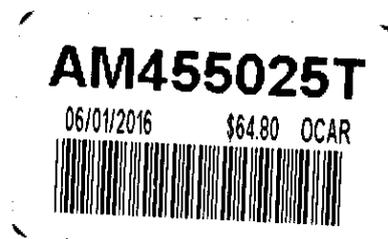
11.5 If a service fee is incurred by the Owners Corporation as a result of an Owners or Occupiers use of the lift (including, but not limited to, a service fee to install and remove the lift padding) the service fee must be paid by the relevant Owner or Occupier in advance.

11.6 The Owner or Occupier must ensure that:

- (a) all delivery vans making deliveries do not park in the Common Property or any Lot other than Lot that they are delivering to ;
- (b) all deliveries are delivered and that the contractor takes all due care and attention and if required must use the safety blankets inside the lift;
- (c) ensure that goods or deliveries are not left outside or on the Common Property at any time. If such goods or deliveries are left outside or on the Common Property, the Owners Corporation may arrange for the goods or deliveries to be removed, provided the Owners Corporation gives prior notice to the owner of the proposed removal.

11.7 An Owner must and must ensure that the Occupier of a Member's lot:

- (a) take immediate steps to make good any damage caused to the common Property as a result of the moving of such furniture;



- (b) pay compensation to the Owners Corporation in respect of any damage to the extent that the damage has not or cannot be made good pursuant to these rule 6.16.6 (a) within 14 days of demand by the Owners Corporation.

12. POSITIVE OBLIGATIONS OF MEMBERS

12.1 A Member must do or cause to be done the following:

- (a) pay any increased insurance premium occasioned by the Member's particular use of the Lot;
- (b) repair and maintain the interior of the Member's Lot and parts of the Common Property in the exclusive use of the Member or the Occupier of the Lot;
- (c) maintain in good repair and working order, pay for, renew, repair, reinstatement, replace and keep clear:
 - (i) any tank, cistern, sanitary, and sewerage and other apparatus or equipment wholly within the Lot used for the supply of electricity, water, hot water, gas, heating or cooling installation, security or other services to the Lot;
 - (ii) all sewers, drains, tubes, pipes, ducts and wires which are wholly within and terminate in the Lot;
 - (iii) all wires within the Lot or on the Common Property used in connection with wireless, or television reception which service the Lot exclusively;
 - (iv) heating and cooling appliances in the Lot;
 - (v) security systems in the Lot; and
 - (vi) any other equipment, appliances or apparatus now on or in the future installed on the Common Property or any sewers, drains, tubes, pipes, ducts or wires used in connection with them on the Common Property which exclusively serve the Lot;
- (d) report to the Owners Corporation or Manager any accidents to or failure of any services which affect the use and enjoyment of such services by Occupiers of Lots in the Development or of the Common Property;
- (e) keep any Common Property outside the Lot clean and clear of rubbish;
- (f) provide a copy of these Rules to any tenant or licensee and make any permitted lease or licence conditional on the tenant or licensee complying with these Rules and the Regulations;
- (g) assist and co-operate with the Owners Corporation in taking any measures to preserve the safety of the Common Property and the Lots from fire and other hazards;
- (h) ensure compliance with fire and essential services laws and Regulations in respect of the Development;

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- (i) ensure that all smoke detectors installed in the Lot are properly maintained and tested monthly and that backup batteries in smoke detectors are replaced whenever necessary;
- (j) immediately notify the Owners Corporation of any defect or damage to the Building or the Common Property or in any of the services to the Building;
- (k) comply with all directions of the Owners Corporation in relation to fire drills and observe all necessary and proper emergency evacuation procedures;
- (l) notify the Owners Corporation of any intention to unload furniture or other bulk items to and from the Lot within in reasonable time, which must not be less than 2 days prior to the proposed date of unloading such furniture or other bulk items.

13. BUILDING WORKS

13.1 Approvals

The Owner or Occupier of a Lot must not undertake any building works within or about or relating to the Lot unless:

- (a) all requisite permits, approvals and consents under all relevant laws have been obtained and copies of them have been given to the Manager;
- (b) such works are undertaken strictly in accordance with those permits approvals and consents referred to in Rule 13.1(a); and
- (c) such works are undertaken with a minimum of nuisance, annoyance, disturbance and inconvenience to other Owners or Occupiers of Lots.

13.2 Building Works Plans

The Owner or Occupier of a Lot must not proceed with any such Building works until the Owner or Occupier:

- (a) submits to the Owners Corporation plans and specifications of any works proposed by the Owner or Occupier which affect the external appearance of the Development or any part of the Common Property including without limitation any alterations to and penetrations through the structure of the Building, or which affect the Development or services or the fire or acoustic ratings or essential services of any component of the Development; and
- (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the Development and do not endanger the Development and are compatible with the overall services to the Development and the individual floors; and
- (c) receives written approval for those works from the Owners Corporation, which approval must not be unreasonably withheld, but which approval may be given subject to conditions including without limitation the condition that the reasonable costs of the Owners Corporation's approval (including the costs of any lawyers or consultants engaged by the Owners Corporation to



consider whether or not approval should be given and on what terms) must be paid by the Owner or Occupier; and

- (d) pays the costs referred to in Rule 13.2(c), to the Owners Corporation.

13.3 Directions of the Owners Corporation

The Owner or Occupier of a Lot must ensure that the Owner or Occupier and their invitees, employees and contractors undertaking such works:

- (a) comply with the proper and reasonable directions of the Owners Corporation concerning:
- (i) the method of building operations;
 - (ii) the means of access;
 - (iii) the use of Common Property and on-site management and building protection;
 - (iv) the hours of work;
- (b) are supervised in the carrying out of such works to minimise any damage to or dirtying of the Common Property and the services therein; and
- (c) are licensed to carry out the works (if required by any Government Authority or other body) and provide evidence of the insurances required by Rule 13.5.

13.4 Work Practices

The Owner or Occupier of a Lot must ensure that the Owner or Occupier and the Owner's or Occupier's servants, agents and contractors undertaking such works observe the following restrictions in respect of the works:

- (a) building materials must not be stacked or stored on the Development without the prior approval in writing of the Owners Corporation;
- (b) scaffolding must not be erected on the Common Property or the exterior of the Building without the prior approval in writing of the Owners Corporation;
- (c) construction work times must comply with the local laws of the Relevant City Council and any other relevant authority;
- (d) the Development must at all times be maintained in a clean, tidy and safe state; and
- (e) construction vehicles and construction workers' vehicles must not be brought into or parked in the Common Property or any visitor's car park without the prior approval in writing of the Owners Corporation.

13.5 Insurance

Before any of the Owner's or Occupier's works commence the Owner or Occupier must:

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- (a) cause to be effected (and maintained during the period of the building works) a contractor's all risk insurance policy (including the Owners Corporation as an insured party) to the satisfaction of the Owners Corporation;
- (b) ensure that the person or entity undertaking the building works has effected (and will maintain for a period acceptable to the Owners Corporation) a professional indemnity insurance policy in respect of the works for an amount approved by the Owners Corporation in writing, to the satisfaction of the Owners Corporation; and
- (c) deliver a copy of the policy and certificate of currency in respect of the policies to the Owners Corporation.

13.6 Access

Access will not be available to other Lots or Common Property for installation and maintenance of services and associated building works without the consent or licence of the Owner of the relevant Lot or of the Owners Corporation in the case of Common Property.

13.7 Make Good

The Owner or Occupier of a Lot must immediately make good all damage to and dirtying of the Building, the Common Property or services for the Development, which are caused by the Owner or Occupier's works. If the Owner or Occupier fails to immediately make good all damage and dirtying caused by the works, the Owners Corporation may (in its absolute discretion) make good the damage and dirtying and in that event the Owner or Occupier is liable for and indemnifies the Owners Corporation against, and must pay on demand, all costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

14. REGISTERED KEYS, ACCESS PASSES, TAGS AND CONTROLLERS

14.1 Registered Keys

- (a) The Owners Corporation may charge a reasonable fee for any additional Registered Key required by an Owner or Occupier.
- (b) An Owner or Occupier of a Lot must exercise a high degree of caution and responsibility in making a Registered Key available for use by any Occupier of a Lot or other person and must use all reasonable endeavours including an appropriate stipulation in any lease or licence of a Lot to the Occupier to ensure the return of the Registered Key to the Owner or the Owners Corporation.
- (c) An Owner or Occupier of a Lot in possession of a Registered Key must not without the Owners Corporation's written consent duplicate the Registered Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Registered Key is not lost or handed to any person other than another Owner or Occupier and is not disposed of otherwise than by returning it to the Owners Corporation.
- (d) An Owner or Occupier of a Lot must promptly notify the Owners Corporation if a Registered Key is lost or destroyed.

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- (e) The Owners Corporation may refuse to issue a Registered Key unless it is satisfied as to the identity of the person and their right to the Registered Key.

14.2 Essential SERVICES

The Owners Corporation will arrange inspections as required by law of fire hoses, fire extinguishers, cooling towers (if any) and any other safety equipment in or on the Building or the Common Property. To facilitate such inspections and any necessary repairs or replacements, an Owner or Occupier must provide necessary access to an Owner or Occupier's Lot.

15. RULES AND ENCUMBRANCES

15.1 Owners Corporation Additional Rules

The Owners Corporation may from time to time make Rules and each Owner and Occupier must comply with those Rules.

15.2 Compliance with these Owners Corporation Rules

Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe the Rules and take all reasonable steps to ensure their invitees, employees and contractors also comply. If an invitee, employee or contractor does not comply with the Rules, the Owner or Occupier must take all reasonable steps to ensure that the invitee, employee or contractor immediately leaves the Development.

15.3 Compliance with Encumbrances

Each Owner and Occupier must, at their own expense and in a timely fashion, perform and observe the provisions of any covenant, easement or right of way affecting a Lot or the Common Property.

16. OWNERS CORPORATION ADMINISTRATION

16.1 Owners Corporation Administration

- (a) Meetings of the Owners Corporation will be held in accordance with the Act.
- (b) The budget prepared for each annual general meeting may include an allowance for a maintenance fund if required by the Act or the Owners Corporation. Such an allowance may be collected from each Member and the funds may be accumulated and used in relation to repairs and maintenance of a major nature, capital work or any other contingency as determined by the Owners Corporation. No amount of the allowance is refundable to a Member.
- (c) Each Member will pay a sum for a period determined by the Owners Corporation on account of Outgoings.
- (d) A Member must pay on demand interest to the Owners Corporation on any amount payable by the Member under these Rules or the Regulations,

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\$64.80 OCAR



including without limitation this Rule 16, which remains unpaid for 7 days from the due date for payment, calculated on daily balances from the due date for payment until the amount is paid. The rate to be applied to each daily balance is the rate set down from time to time under the *Penalty Interest Rates Act 1983 (Vic)*. Interest charged on outstanding levies or fees shall be calculated on the total rate of the levy or fee and calculated on the number of days of default.

- (e) The Owners Corporation is not liable or responsible to any Owner or Occupier for any loss or damage to the Lots or any part of them.
- (f) Recovery proceedings are to be administrated as follows:
 - (i) The Manager may engage legal representation in order to recover any fee, charge or interest not paid by an Owner ("Defaulting Party").
 - (ii) The costs incurred by the Manager as a result of any recovery proceedings referred to in Rule 16.1(f)(i) are to be borne by the Defaulting Party.

17. CONSENT OF THE OWNERS CORPORATION

Wherever the consent of the Owners Corporation is required, such consent may be given or withheld in the Owners Corporation's absolute discretion and may be imposed subject to any conditions, restrictions and controls as the Owners Corporation deems appropriate, which conditions, restrictions and controls may be varied by the Owners Corporation at any time.

18. SPECIAL RIGHTS FOR THE DEVELOPER

Nothing in these Rules will prevent or hinder the Developer from completing construction of improvements being the Lots and Common Property and nothing in these Rules will prevent or hinder the Developer from selling any Lots and completing any subsequent stages of the Plan of Subdivision and without limitation the Developer may:

- (a) grant access rights to third parties;
- (b) use any lot as a display lot to assist in the marketing and sale of other lots;
- (c) place anywhere on the common property signs and other materials relating to sale of lots;
- (d) conduct in a lot or anywhere on the common property an auction sale of a lot;
- (e) use in any way it considers necessary any part of the common property for the purposes of selling lots (to the exclusion of other members);
- (f) use in any way it considers necessary any part of the common property to facilitate completion of construction works;
- (g) if applicable, develop and construct on each lot created out of further subdivision of a Lot into separate Lots;



- (h) Erect barriers and hoardings as may be required to enable construction works to be carried out in relation to any further stage of the development;
- (i) Take possession of any part of the common property as may be required in order to carry out any works or activities in relation to the development or further stages of the Plan of Subdivision;
- (j) Grant rights of access over the common property to any party on such terms and conditions as are required to enable the developer to carry out works with the development or any further stage on the Plan of Subdivision;
- (k) Use rights of way and entrances and exits to the development to enable it to carry out any works and to close off such rights of way, exits and entrances from time to time.

19. OWNERS CORPORATION CONSENT

The Owners Corporation acknowledges that the Developer may request its consent in relation to any application for permits or requirements of any Authority in relation to completion of the development any further stages on the Plan of Subdivision and agrees to sign such consents as the Vendors reasonably requires.

20. DISPUTE RESOLUTION

- 20.1 Model rule 6 in Schedule 1 of the Regulations does not apply.
- 20.2 The grievance procedure set out in this rule applies to disputes involving an Owner, a Manager, an Occupier or the Owners Corporation.
- 20.3 The person making the complaint must prepare a written complaint in the approved form to the chairperson of the Owners Corporation committee c/- the Manager before making an application to or pursuing a dispute at the Victorian Civil and Administrative Tribunal.
- 20.4 In addition to setting out the complaint, the written complaint must set out whether the person wishes to invite the Owners Corporation committee, the Manager or another party to a meeting to discuss any issue in dispute.
- 20.5 The Owners Corporation or the Owners Corporation committee will call a meeting within 14 days to resolve the issue or dispute and take any action it deems appropriate according to law. Any resolutions made by the Owners Corporation or the Owners Corporation committee will be recorded in the minutes of that meeting and sent to all Owners and Occupiers involved in the relevant dispute.
- 20.6 If the issue or dispute is not resolved, the complainant has a right to take further action under Part 10 of the Act.

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4/1/16

Model Rules for an Owners Corporation

Owners Corporation Regulations 2018
Schedule 2—Model rules for an owners corporation Regulation 11
Authorised Version incorporating amendments as at 1 December 2021

1 Health Safety and Security

1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

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 inflammable chemical, liquid or gas or other inflammable material.

(2) This rule does not apply to-

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

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

1.3 Waste Disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2 Committees & 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 & 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 and 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 that 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) Sub rule (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 or 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 his or her own purposes as a garden any portion of the common property.

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

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

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

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

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

4.2 Vehicles and parking on common property

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

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

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

(c) in any place other than parking area situated on common property specified for 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 sub rule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions for 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 lot or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External appearance of lots

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

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

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

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of persons

6.1 Behaviour of owners, Occupiers and invitees on common property

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

6.2 Noise & 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, an occupier or the owner's corporation.

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

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

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

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

(a) 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 his or her behalf at the meeting.

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

(b) 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 his or her 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 any further action under *Part 10 of The Owners Corporation Act 2006*.

Owners Corporation 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.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 29 July 2025 02:36 PM

PROPERTY DETAILS

Address: **701/1 DYER STREET RICHMOND 3121**
 Lot and Plan Number: **Lot 701C PS640914**
 Standard Parcel Identifier (SPI): **701C\PS640914**
 Local Government Area (Council): **YARRA**
 Council Property Number: **488330**
 Planning Scheme: **Yarra**
 Directory Reference: **Melway 2H C5**

www.yarracity.vic.gov.au

[Planning Scheme - Yarra](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **Greater Western Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **CITIPOWER**

STATE ELECTORATES

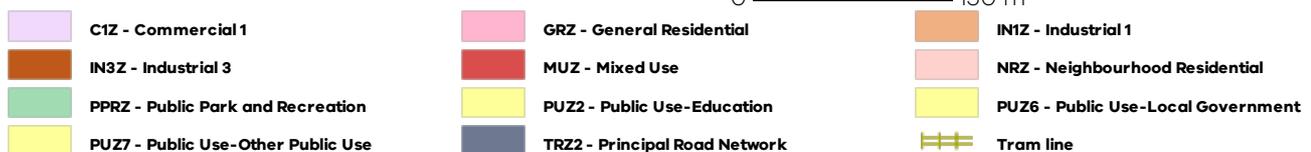
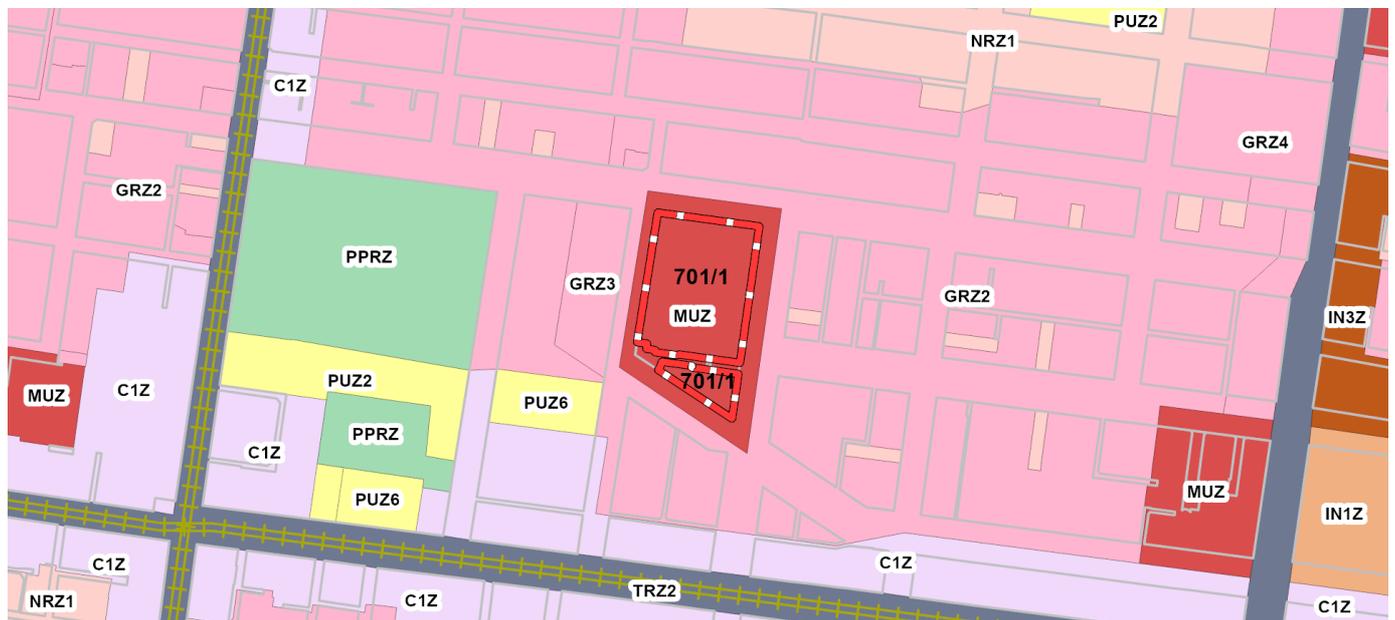
Legislative Council: **NORTHERN METROPOLITAN**
 Legislative Assembly: **RICHMOND**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

[MIXED USE ZONE \(MUZ\)](#)

[SCHEDULE TO THE MIXED USE ZONE \(MUZ\)](#)



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

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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 \(DCPO1\)](#)



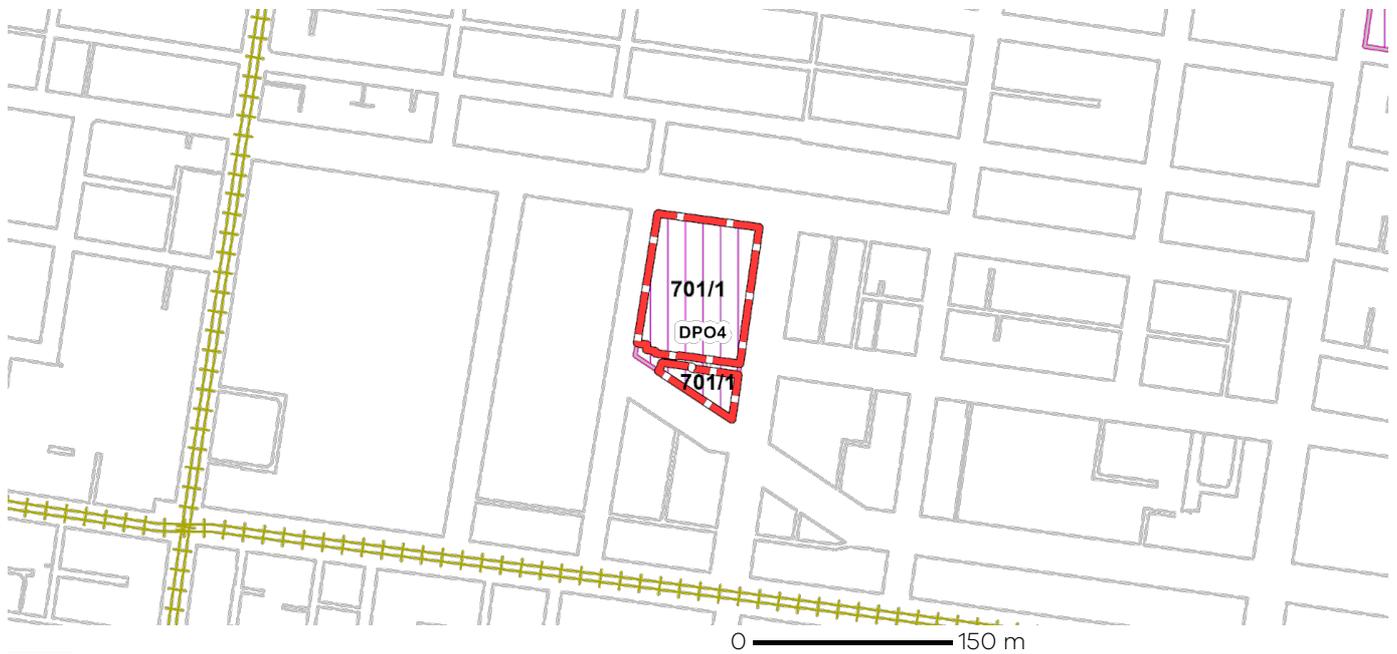
 DCPO - Development Contributions Plan Overlay

 Tram line

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

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[DEVELOPMENT PLAN OVERLAY - SCHEDULE 4 \(DPO4\)](#)



 DPO - Development Plan Overlay

 Tram line

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

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PLANNING PROPERTY REPORT



Department of Transport and Planning

Planning Overlays

ENVIRONMENTAL AUDIT OVERLAY (EAO)

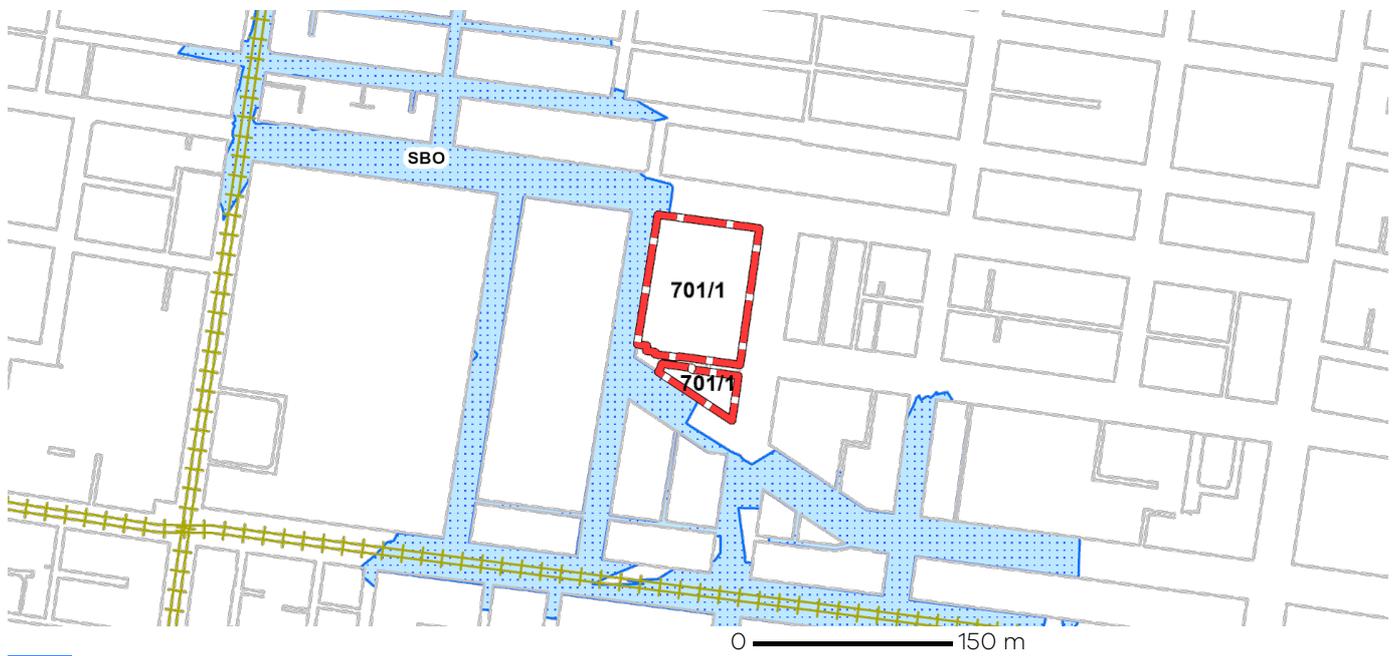


EAO - Environmental Audit Overlay Tram line

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

SPECIAL BUILDING OVERLAY (SBO)

SPECIAL BUILDING OVERLAY SCHEDULE (SBO)



SBO - Special Building Overlay Tram line

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

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PLANNING PROPERTY REPORT

Planning Overlays

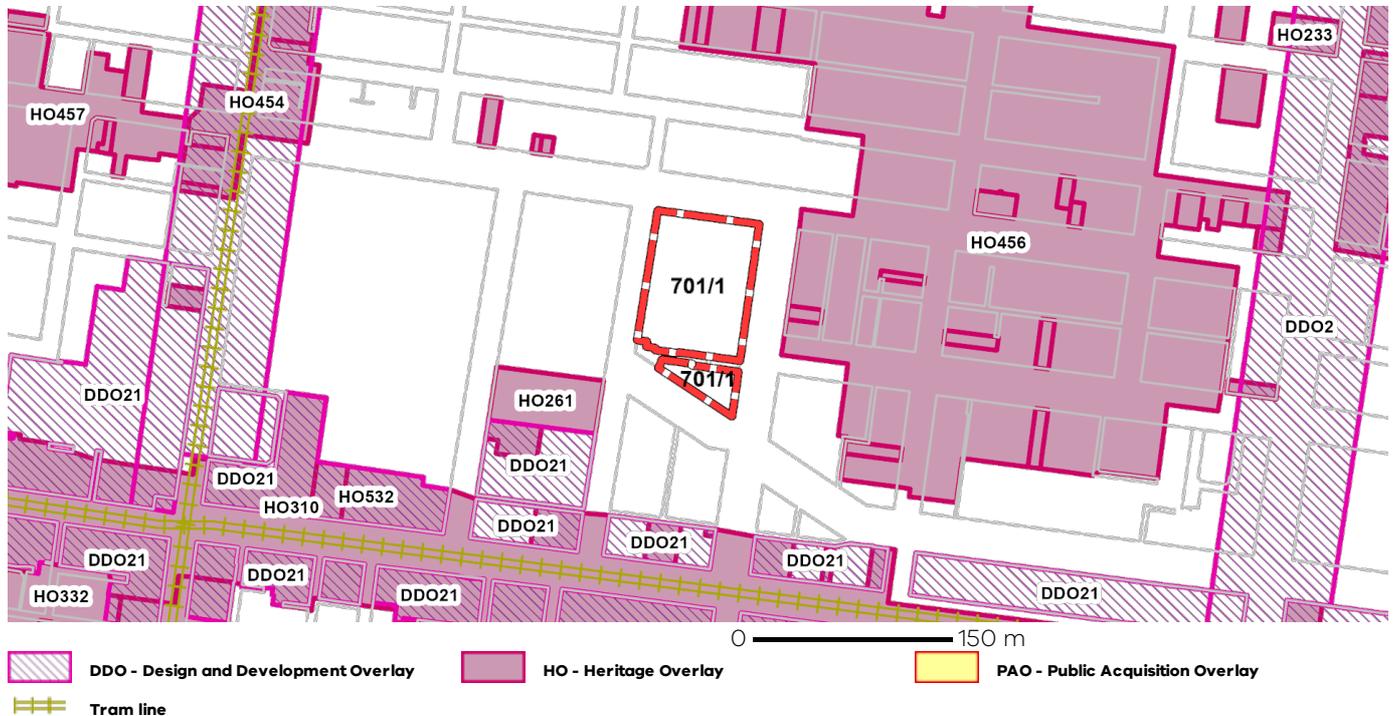
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[HERITAGE OVERLAY \(HO\)](#)

[PUBLIC ACQUISITION OVERLAY \(PAO\)](#)



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

Further Planning Information

Planning scheme data last updated on 24 July 2025.

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

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

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

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

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

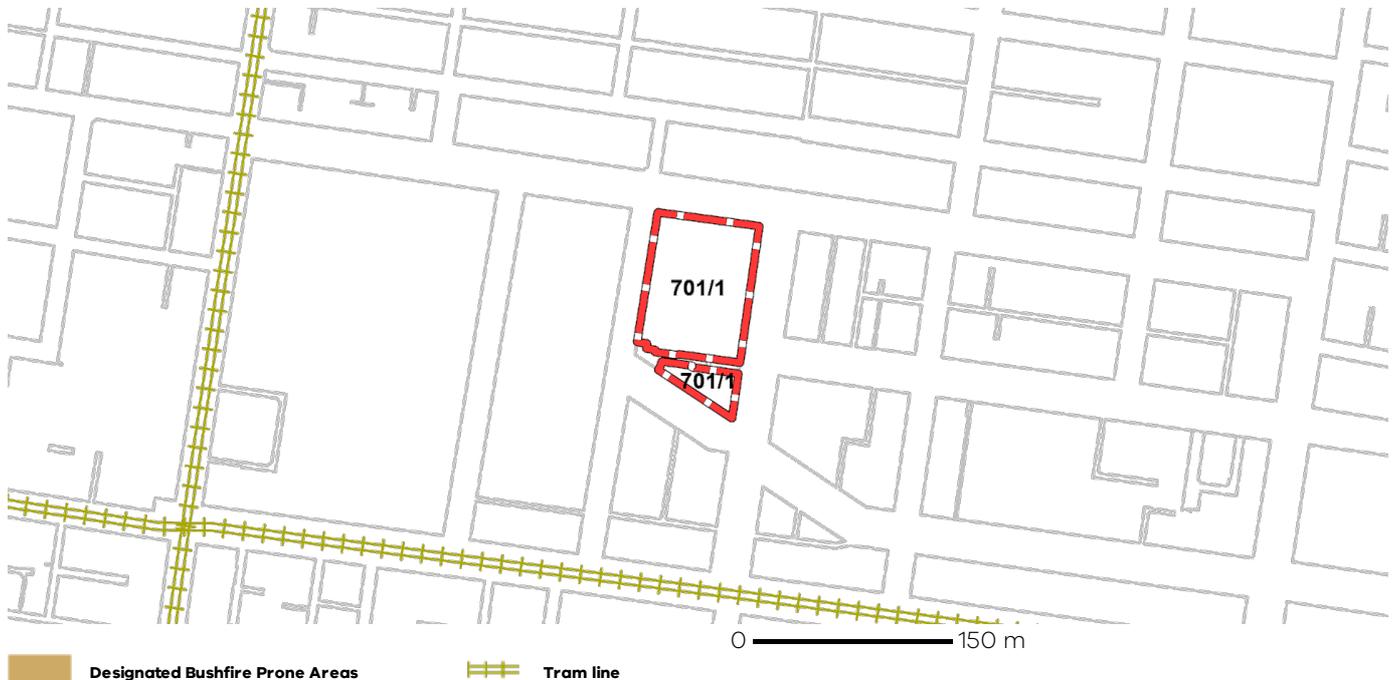
PLANNING PROPERTY REPORT

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

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PROPERTY REPORT

From www.land.vic.gov.au at 29 July 2025 02:36 PM

PROPERTY DETAILS

Address: **701/1 DYER STREET RICHMOND 3121**

Lot and Plan Number: **Lot 701C PS640914**

Standard Parcel Identifier (SPI): **701C\PS640914**

Local Government Area (Council): **YARRA**

Council Property Number: **488330**

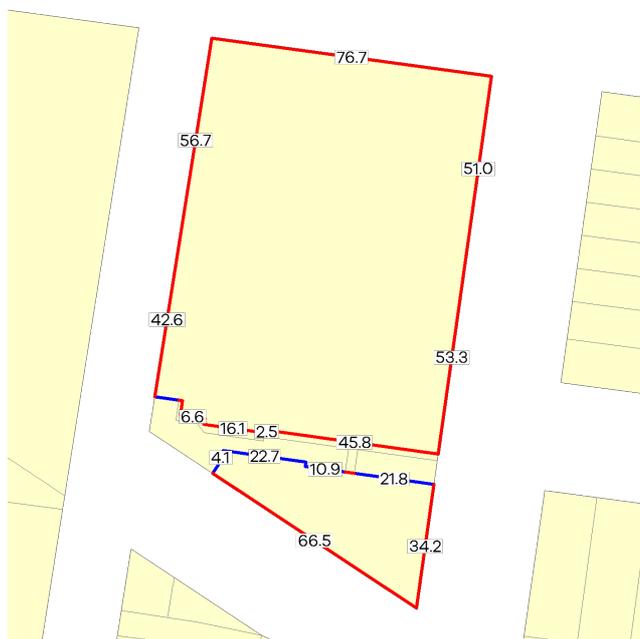
Directory Reference: **Melway 2H C5**

www.yarracity.vic.gov.au

Note: There are 387 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: 9266 sq. m

Perimeter: 531 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.

7 overlapping dimension labels are not being displayed

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: **Greater Western Water**

Melbourne Water: **Inside drainage boundary**

Power Distributor: **CITIPOWER**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**

Legislative Assembly: **RICHMOND**

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](#)

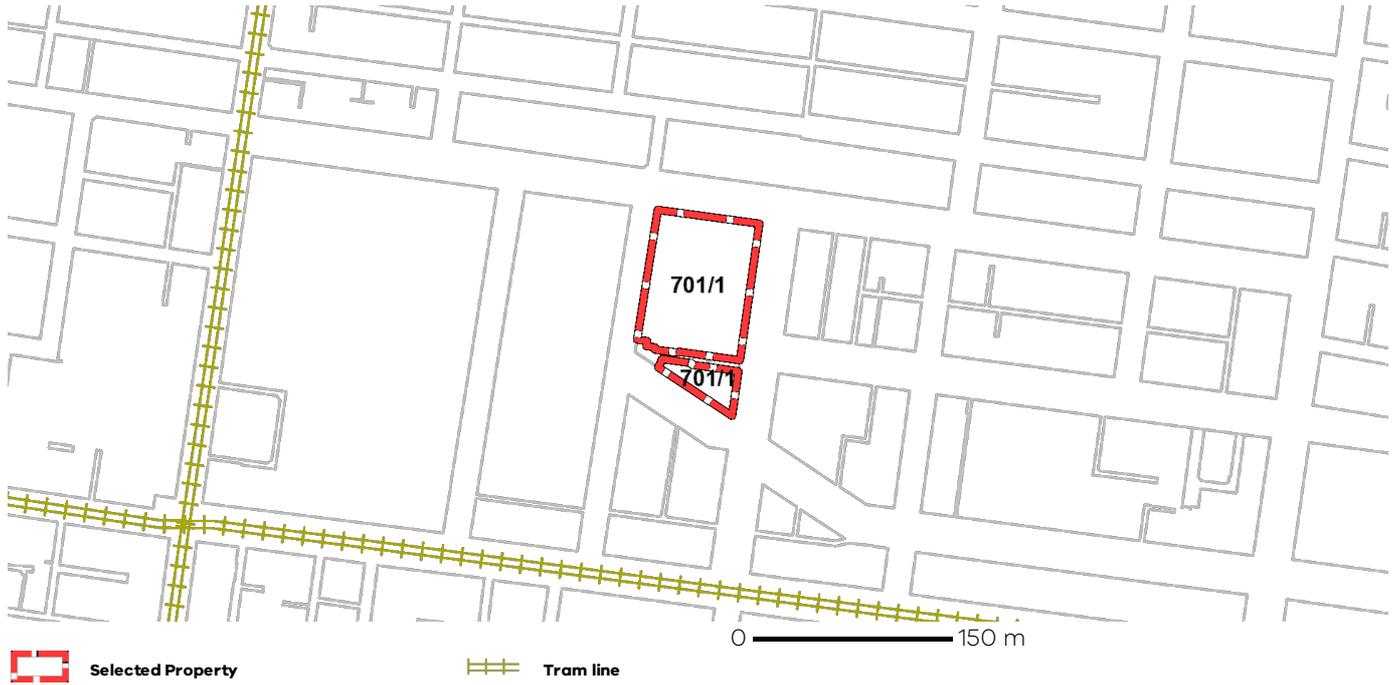
Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

PROPERTY REPORT

Area Map





**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021 REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT
Ver.9.2.CAV.AL/0623**

- 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 14-Jun-2024
 This is the date the agreement is signed.
 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 **701/1 Dyer Street,
 Richmond, VIC, 3121,
 Car park: #1143 – Storage Cage: #233**

3. Rental provider details
 Name: **I Chih Hung**
Rental provider’s agent’s details (if applicable)
 Name: **Xynergy Realty (Altona) Pty Ltd Trading as
 Xynergy Realty Altona**
 Business Address: **114-116 Queen St, Altona, VIC 3018**
 Telephone: **03 9398 8400**
 Email: **rental.altona@xynergy.com.au**
 ABN: **81 625 734 045**

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	Katherine McEntee Murray
Current Address	12 Union Walk, London, London, E2 8HP, United Kingdom
Email of Renter 1	kmcenteemurray@gmail.com
Phone number of Renter 1	0437 002 919

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

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

5. Length of the agreement

Fixed Period Agreement - The period of the Agreement (The period 12 months Agreement)
Start date: **19/06/2024** (this is the date the agreement starts and you may move in)

End date: **18/06/2025**

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 (\$) **\$2,607.00** (payable in advance)
To be paid per week fortnight calendar month
Day rent is to be paid on the **18th** of each month.
Date first rent payment due **18/06/2024**

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: **\$2,607.00**
Date bond payment due: **18/06/2024**

Part B – Standard terms

8. Rental provider's preferred method 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

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

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

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

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

(Rental provider to tick as appropriate)

- Yes – insert email address, mobile phone number or other electronic contact details
 No

rental.altona@xynergy.com.au

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
 No

kmcenteemurray@gmail.com

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	Endru Yao
Emergency phone number	03 9398 8400
Emergency email address	rental.altona@xynergy.com.au

Note: Full Emergency Contact List listed on the Appendix.

11. Professional Cleaning

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

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

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

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

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. Smoke alarm safety activities

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

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

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

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

17. Swimming pool barrier safety activities

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

- (a) The rental provider must ensure that the 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 put up 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 can 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 – Safety-related activities

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.

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act.
- 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.

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in.
- 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 interfere with safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking consent. These modifications are listed on the Consumer Affairs 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.

23. Locks

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

24. 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.

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

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 \$2,500.

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 \$2,500; 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.
 - breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter can 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.

25. 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 sublets 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 reasonable expenses incurred by the assignment.

26. Rent

- The rental provider must give the renter at least 60 days' written notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, 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.

27. 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.

28. 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.

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

Part E – Additional Terms

29. 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.

Part E.1. Commencement Stage

29.1. No Representations

The RENTER acknowledges that no promise representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein. Without limiting clause 21, the RENTAL PROVIDER must ensure that the premises let comply with the rental minimum standards on Part C on this Agreement.

29.2. Consent of the Premises Let use

The RENTER shall only use the premises let for residential purposes unless the prior written consent of the RENTAL PROVIDER has been obtained for any other use.

- (a) The RENTAL PROVIDER may impose reasonable terms and conditions on giving any consent.
- (b) Any other use may be subject to council or other approval and any cost associated with such approvals will be the responsibility of the RENTER.

29.3. Government Compliance Requirements

The RENTER shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

29.4. Owners Corporation Compliance Rules

The RENTER agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation as specified in Appendix (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises let and the common property provided.

- (a) The RENTER shall not be required to contribute costs of a capital nature, or which would, except for this provision, be payable by the RENTAL PROVIDER.
- (b) The RENTER must comply with the rules of the Owners Corporation or any amending or superseding rules, a copy of which are provided to the RENTER. (If applicable.)
- (c) The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

29.5. Availability of the Premises Let

The AGENT will use its best endeavours so that the premises let is available on the commencement date.

29.6. Condition Report

The RENTER acknowledges having received on or before entering into occupation of the premises let two copies of Entry or Ingoing Condition Report signed by or on behalf of the RENTAL PROVIDER as well as a written statement setting out the rights and duties of the RENTAL PROVIDER and the RENTER under a tenancy agreement.

- (a) The RENTER acknowledges that Entry or Ingoing Condition Report provided must be signed and returned to the AGENT within 5 business days after entering into occupation of the premises let.

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

- (b) If the Entry or Ingoing Condition Report is not returned, the copy held by the AGENT will be accepted as conclusive evidence of the state of repair or general condition of the premises let at the commencement of this Agreement.

29.7. Residential Disclosure Statement

The RENTER acknowledges having received before entering into this Agreement an electronic or written disclosure statement as required by the Act.

29.8. Occupancy of the Premises Let

The RENTER acknowledges that the premises let are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

29.9. Payment of Water Usage and Sewage Disposal

The RENTER shall pay charges in respect of the consumption of water and the sewage disposal charge of the rented premise, which is separately metered.

29.10. Payment of Services

The RENTER shall pay all charges in respect of the connection or re-connection and consumption of electricity, gas, internet broadband, and telephone of the premise let, which is separately metered for these services.

- (a) No claim shall be made against the RENTAL PROVIDER or the AGENT should the power not be connected at the commencement of the Agreement.
- (b) The RENTAL PROVIDER might be responsible for the first initial internet broadband connection fee on the brand-new premises let.

29.11. Furnishings

If the premises let is let fully furnished or semi-furnished the RENTER acknowledges that any furniture, fittings and chattels included in the premises let is listed in Entry Condition Report and the RENTER further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

29.12. Care for Furnishings

The RENTER agrees to care for and maintain any items of furniture, fittings and chattels leased with the premises let during the tenancy and deliver them to the RENTAL PROVIDER at the end of the tenancy in the same condition as at the commencement date (fair wear and tear expected). The RENTER must follow any care or manufacturer's instruction manuals provided to the properly care for any such furniture fittings and chattels leased with the premises let.

29.13. Withdrawal

Should the RENTER find it necessary to withdraw the Agreement prior to commencement date as specified in clause 5, she/he will:

- (a) immediately inform the Agent in writing of their intention within 48 hours (*two business days*) from the date of this Agreement;
- (b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
- (c) if the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

Part E.2. Tenancy Stage

29.14. Quiet Enjoyment

The RENTAL PROVIDER will take all reasonable steps so that the RENTER has quiet enjoyment of the premises let during the tenancy.

29.15. Cleanliness

The RENTER agrees to keep the premises let in a reasonably clean condition during the period of tenancy.

29.16. Noise Control

The RENTER shall adhere to the Environmental Protection Authority (EPA) – Noise Control Guidelines which states; noise from any fixed domestic plant must not be audible within a habitable room of any other residence (regardless of whether any door or window giving access to the room is open) during prohibited hours prescribed by the Environment Protection (Residential Noise) Regulations 2008. The following prohibited hours apply to air conditioners, swimming pool and spa pumps, ducted heating system and the like on Monday to Friday from 10.00 p.m. to 7.00 a.m. and on weekends and public holidays from 10.00 p.m. to 9.00 a.m. For further information please visit www.epa.vic.gov.au/noise.

29.17. Commercial Use

The RENTER must not grant a license or part with occupation of the premises let, or a part of the premises let to provide accommodation (*short stay or long stay*) for a fee or other benefit, without, in each instance, obtaining the RENTAL PROVIDER prior written consent which, if given, may be subject to reasonable conditions. Any request for consent must be made in writing to the AGENT.

29.18. Bond Use

The RENTER acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated on the Act.

29.19. Report Defects

The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the Occupiers Liability Act 1983.

29.20. Report Damage or Injury

The RENTER shall notify the AGENT immediately in writing on becoming aware of any damage to or defects in the premises let or breakdown of facilities, whether or not it might injure a person or cause damage to the premises let.

29.21. Shared Services

The RENTER shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

29.22. Rubbish

The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

29.23. Hanging Clothes

The RENTER shall not hang any clothes outside the premises let other than where provision for the hanging of clothes has been provided. The RENTER must use any clothes drying facilities in the manner required by the RENTAL PROVIDER or any Owners Corporation Rules.

29.24. Balcony

The RENTER agrees balcony will not be used for hanging clothes, washing or storage other than the balcony furniture.

29.25. Indoor Plants

The RENTER agrees that all indoor pot plants should be placed in suitable non-porous containers and raised at least 20 centimetres above the floor.

29.26. Maintain Garden

The RENTER agrees to maintain any garden at or adjacent to the premises let including the moving and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the RENTER in a neat and tidy condition, free of weeds and so far, as is reasonably possible, free of garden pests and properly watered. *(If applicable to the premises let.)*

29.27. Maintain Water Feature

The RENTER must comply with any government watering restrictions in place, from time to time when watering any garden. It is responsibility of the RENTER to maintain any water feature/fountain or pond at the premises let. The RENTER must maintain the water quality and keep the water feature/fountain or pond clean during the tenancy and taking into account fair wear and tear.

29.28. Maintain Water System

The RENTER agrees to maintain the system and or tank in the state of repair and condition it was in the start of the Agreement (fair wear and tear expected). The RENTER is not required to repair damage to the watering system caused by the RENTAL PROVIDER or the AGENT or their contractors.

29.29. Pools and Water Features

The RENTER must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the premises let without the express written permission of the RENTAL PROVIDER. The RENTER agrees that should any such permission be granted it will be conditional on the RENTER obtaining and providing evidence to the RENTAL PROVIDER, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

29.30. Notify Blockages

The RENTER must as soon as practicable notify the RENTAL PROVIDER or the AGENT of any blockage or defect in any drain, water service, or sanitary system.

- (a) No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy, or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems.
- (b) The RENTER must pay the RENTAL PROVIDER all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the RENTER or a person that the RENTER has allowed or permitted to be at the premises let. This obligation shall not extend to any defect or blockage caused by the RENTAL PROVIDER or the AGENT or their respective contractors.

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

29.31. Maintain Filters

The RENTER agrees to maintain the cleanliness of the filters for the air conditioning units and the kitchen range hoods by checking and cleaning the filters at least every three months. Please refer to the instruction manual to clean the filters. The RENTER may have to cover the cost of service on any future problems with the units if this caused by the cleaning was not undertaken.

29.32. Protection Against Damage

The RENTER must take reasonable measures so that anyone that the RENTER has allowed or permitted to be at the premises let does not cause damage to the premises let. This obligation shall not extend to the RENTAL PROVIDER or the AGENT or their respective contractors.

29.33. Floor Protection

If the premises let include polished floorboards or floating floor, it shall be the responsibility of the RENTER to fit floor protectors to all items of the furniture to protect the floorboards from scratching.

29.34. Smoke Free Zone

The RENTER acknowledges and agrees that the premises let is a smoke-free zone.

- (a) The RENTER and any invitees will NOT SMOKE inside the premises let during the term of the tenancy.
- (b) The RENTER is responsible and must take any necessary action to eliminate the odour from the carpets, walls, and blinds if it is found that the RENTER and or any invitees are smoking inside the premises let.

29.35. Heaters Products

The RENTER shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises let.

29.36. Fireplace Use

The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

29.37. Smoke Alarm Detectors

The RENTER must:

- (a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and
- (b) immediately notify the RENTAL PROVIDER or the AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER or the AGENT in writing on the same day.

29.38. Vehicle Parking

The RENTER shall not park or allow any vehicle to be parked on the premises let or in any garage facilities made available for use by the RENTER as part of the Agreement. No visitor cars are permitted to be parked at the premises let unless any dedicated visitor parking is provided by the RENTAL PROVIDER or any Owners Corporation.

29.39. Parking Permit

The RENTER acknowledges that if the premises let is advertised without any off-street parking being made available, it shall be the responsibility of the RENTER to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the premises let and or otherwise make independent arrangement for the parking of any vehicle.

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

29.40. Registered Vehicle

The RENTER agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises let are those nominated on the Residential Application Form and that the RENTER will make a written application to the AGENT in the event that any increase is required.

29.41. Mechanical Work

The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats, or motorcycles in or around the premises let including common property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the premises let or the land or common property on which it is situated to their original condition forthwith.

29.42. Replace Light Features

The RENTER shall, at the RENTER's expense, replace with a similar type of style and feature or attribute any lighting tube, globe, and down-light (including any starter ballast or transformer) at the premises let which become defective during the term or any extension of the Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

29.43. Registered Pets

The RENTER must not keep any animal, bird, or other pet at the premises let without first obtaining the written permission of the RENTAL PROVIDER provision to clause 28. In giving permission, the RENTAL PROVIDER or the AGENT may impose reasonable conditions.

- (a) It is not unreasonable for the RENTAL PROVIDER or the AGENT to withhold permission if the Owners Corporation Rules prohibit pets being on the common property or kept on the premises let.
- (b) If the RENTER of the premises let is blind, permission will not be required for the RENTER to have a trained guide dog at the premises let (unless permission must be obtained from the Owners Corporation).

29.44. Pets Responsibility

The RENTER acknowledges that

- (a) the RENTER will be responsible for any damage caused by any pet kept at or visiting the premises let.
- (b) the RENTER ensures that the pets will not cause any nuisance to the other neighbouring premises let.

29.45. Pet Request

The RENTER must complete and provide a pet request form as prescribed by Consumer Affairs Victoria in order to seek a written permission of the RENTAL PROVIDER or the AGENT to keep a pet at the premises let.

29.46. Pests Control

The RENTER agrees to take all reasonable steps to ensure that the premises let are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, ants, and lice.

- (a) If, after investigation, it is discovered that the infestation is due to the negligence of the RENTER, all costs incurred, including fumigation, will be payable by the RENTER.
- (b) The extermination of all pests that may infest the premises let is considered an urgent repair and shall be dealt with in accordance with clause 24.

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

29.47. Changing Locks

In accordance with the Residential Tenancies Act 1997, if the RENTER changes the locks or security alarm code or other security device at the premises let,

- (a) The RENTER agrees to use the Owners Corporation's assigned locksmith if the RENTER wish to replace the barrels of the locks at their cost, for the premises let with an apartment setting and the locks are restricted and audited.
- (b) The RENTER agrees to provide a duplicate key to the RENTAL PROVIDER or the AGENT immediately.
- (c) The RENTER must give the RENTAL PROVIDER or the AGENT the new security alarm code or other access device as soon as practicable.

29.48. Lost Keys

The RENTER is responsible for the replacement of lost keys, remote controls, and the provision of any additional key, and any locksmith charges where keys are lost or mislaid and comply with clause 23. The AGENT does not guarantee that it holds a spare set of keys to the premises let at its offices.

29.49. Extra Keys

The RENTER acknowledges that should the RENTER wish to order any extra key, remote control or other access device for the premises let, it will be at the expense of the RENTER including the administration fee (non-reimbursable). The RENTER agrees that copies of all keys, remote controls, and access devices must be returned to the AGENT at the end of the tenancy without reimbursement.

29.50. Breakage Incident

The RENTER agrees to be responsible for all breakages at the premises let whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

29.51. Premises Let Alterations

The RENTER shall not paint or affix any sign or any antenna or cabling onto the premises let without the prior written consent of the RENTAL PROVIDER.

- (a) The consent of the RENTAL PROVIDER will not be unreasonably withheld.
- (b) The consent of the RENTAL PROVIDER may be made subject to any reasonable condition including (but not limited to) removal of the object affixed when the tenancy is terminated.
- (c) The RENTAL PROVIDER may require the RENTER to remove such items affixed and make good any damage caused by such removal.
- (d) The RENTER's right and obligations in relation to modification are set out in clause 22 of the Agreement.

29.52. Premises Let Maintenance

The RENTER acknowledges that the premises let may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur,

- (a) the RENTAL PROVIDER will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and or tradespeople appointed by any insurer;
- (b) the RENTER agrees to allow the RENTAL PROVIDER or any tradespeople reasonable access to carry out any such repairs; and
- (c) the RENTAL PROVIDER must ensure that the premises let is provided and maintained in good repair.

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

29.53. Urgent Repairs

The RENTER acknowledges that the AGENT is authorized to attend urgent repairs to a maximum of \$2,500 including GST and the RENTER agrees to use all reasonable efforts to contact the AGENT during the business hours or after business hours on the contact details as provided on clause 10 or the approved Emergency Contact before any urgent repairs are completed.

Please refer to the booklet "Renting a Home – A guide for Renter" as provided for classification of urgent repairs.

29.54. Writing Maintenance Request

The RENTER acknowledges that ALL requests for maintenance to the premises let, with the exception of repairs defined by the Residential Tenancies Act 1997 as 'urgent repairs' are required in writing to the AGENT address outlined in clause 3.

29.55. Cost of Repairs of the Premises Let

The RENTER shall be liable for the cost of repairing the damage they caused, and RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by RENTER to the premises let.

Part E.3. Expiration Stage

29.56. Notice of Expiration

The RENTAL PROVIDER may issue a notice to vacate in accord with the Act during the term of this Agreement and the RENTER must vacate the premises let at the expiration of the notice period given in the notice to vacate.

29.57. Notice of Possession

The RENTER acknowledges that the RENTAL PROVIDER may require possession of the premises let at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

29.58. No Promise of Renewal

The RENTER acknowledges that no promise, representation or warranty has been given by the RENTAL PROVIDER or the AGENT in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 on this Agreement, the RENTER acknowledges that if this Agreement is specified in clause 5 of this Agreement as being for a fixed period, then it shall commence on the start date and expire on the end date.

29.59. Notice of Intention to Vacate

If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER must give the RENTAL PROVIDER or the AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.

29.60. Periodic Tenancy

If the RENTER remains in occupation of the premises let after the expiration of this Agreement and does not enter into a new fixed-term Agreement; the tenancy reverts to a periodic tenancy, the RENTER must give written notice of the RENTER'S intention to vacate the premises let specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives written notice.

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

29.61. Break Lease

Should the RENTER find it necessary to vacate the premises let prior to the expiry date of the lease, the RENTER will:

- (a) immediately inform the AGENT in writing of their desire and ask them to find acceptable person/persons willing to lease the premises let;
- (b) responsible for reimbursing the RENTAL PROVIDER or the AGENT the following cost:
 - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
 - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and
 - the advertising costs of \$350 plus GST or as on the advertising fees schedule whichever higher as incurred in obtaining a new RENTER, and
 - the National Tenancy Database check fee of \$15 plus GST on each new applicant, and
 - if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement subject to legal requirements.
- (c) continue maintaining the said premises let, and pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
- (d) vacate the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

29.62. Public Notice and Access

The RENTER shall allow the RENTAL PROVIDER or the AGENT:

- (a) to put on the premises let a notice *'to let'* during the last month of the term of this Agreement.
- (b) to put on the premises let a notice *'for sale'* or *'auction'* at any time during the term of this Agreement.
- (c) to gain access to the premises let by the RENTAL PROVIDER or the AGENT to present the premises let to prospective purchasers or renters upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the AGENT as provision to clause 27.

29.63. Removal of Personal Belonging

The RENTER shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car, or boat spare parts or any other equipment at the termination of the tenancy and shall reinstate the premises let or the land on which it is situated on the condition which existed at the commencement of the tenancy provision to clause 13 subject only to fair wear and tear.

29.64. Modifications Restoration

The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications.

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

29.65. Window Cleaning

If required in order to return the premises let to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the premises let, the RENTER agrees to have all windows at the premises let cleaned (both internally and externally) in a professional manner at the RENTER's own cost immediately prior to vacating the premises let and taking into account fair wear and tear.

29.66. Carpet Cleaning

If required in order to return the premises let to the state evidenced in the condition report (*where carpets are steamed cleaned prior to commencement*), the RENTER will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the premises let to be steam cleaned or dry cleaned by a professional carpet cleaning contractor at the RENTER's own cost and provide the AGENT with an invoice or receipt for such work. The RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

29.67. Cost of Rectification

The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.

29.68. Cost of Replacements

At the end of the tenancy, the RENTER must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the premises let which have been damaged, destroyed or rendered inoperable or useful during the term of the tenancy and taking into account fair wear and tear.

29.69. Cost of Pet Damage

At the end of the tenancy, if any damage, discolouration odour or other deterioration has been caused at the premises let by any pet kept at or visiting the premises let, the RENTER shall be liable to the RENTAL PROVIDER for the cost of having the premises let professionally cleaned, fumigated, flea bombed, and or deodorised in accord with the provisions of this Agreement.

29.70. Cost of Cleaning

At the end of the tenancy, if the premises let is not in a clean and re-lettable condition upon vacating, the RENTER agrees to be responsible for the cleaning cost.

29.71. Return Keys

The RENTER acknowledges that it is the RENTER'S responsibility upon the termination of the Agreement to deliver all keys and any remote controls of the premises let held by the RENTER to the AGENT'S office in person during business hours, and that rent on the premises let is payable until all keys and any remote controls are delivered.

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

Part E.4. General Provision

29.72. Residential Tenancy Database

The AGENT will within 14 days of receipt of a written request to provide a copy of any listing located on a residential tenancy database used by the AGENT subject to the Act Section 439 (l).

29.73. Occupant of the Premises Let

The RENTER agrees that the person or persons who sign the Rental Agreement together with their dependent children are to be the ONLY occupants of the premises let.

29.74. Contents Insurance

The RENTER is not required to take out any insurance. The RENTER acknowledges that his/her personal belongings are not covered by the RENTAL PROVIDER insurance, hence the RENTER will not make claims for loss or damage of the personal belongings against the RENTAL PROVIDER. It is recommended that the RENTER should take out content insurance to adequately cover their possessions.

29.75. No Invalidating Insurance

The RENTER shall not do or allow anything to be done which would invalidate any insurance policy on the premises let or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the premises let. For the avoidance of doubt the RENTAL PROVIDER is responsible for payment of insurance, and nothing in this clause requires the RENTER to take out or pay for any insurance.

29.76. Loss or Damage

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any loss or damage caused by the failure of the RENTER to avoid damage to the premises let by the RENTER or anyone at the premises let with the consent of the RENTER.

29.77. Injury and Damage

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any liability in respect of injury or damage to the RENTER or to any third party or property arising from any conduct, act or omission by the RENTER or any servant, agent and or invitee of the RENTER including (but not limited to) any guest visiting the premises let on any occasions.

29.78. Rent Payment

The RENTER agrees:

- (a) payments are to be made monthly or as stated in clause 6 in advance on or before the due date by BPAY system or any approved payment system by the AGENT in clause 8 or as notified in writing by the AGENT from time to time.
- (b) rent will be paid without demand by or on behalf of the RENTAL PROVIDER and on time as stated in clause 6.
- (c) rent will be paid up to 3 days prior to the rent due date, as monies might take three business days to clear into the trust account.
- (d) EXACT rent payments in full are to be tendered with the correct RENTER'S Reference as provided.
- (e) to pay all bank charges if the rent payment is made by any other method apart from the payment method available in clause 8.

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

29.79. Rent Increase

The RENTAL PROVIDER must not increase the rent more than once in every 12 months.

- (a) The RENTAL PROVIDER may in accord with the provisions of the Act Section 44, increase the rent by giving the RENTER at least 60 days' notice of the rent increase, unless this Agreement is specified in clause 5 to be for a fixed term.
- (b) If the RENTER disagrees with the rent increase sought by the RENTAL PROVIDER, the RENTER may apply to the Director of Consumer Affairs Victoria (CAV) for an investigation, provided the application to the Director of CAV is made within 30 days after the notice of rent increase is given by or on behalf of the RENTAL PROVIDER.

29.80. Cost of Repairs of the Furniture, Fittings, and Chattels

The RENTER acknowledges that the RENTER may be liable for any repairs or maintenance costs to any furniture, fittings, and chattels leased with the premises let if the RENTER has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture, fittings, or chattels leased with the premises let.

29.81. Electronic Notices

The RENTER acknowledges that the RENTER is entering into a binding Agreement if this Agreement is signed utilizing an electronic signature.

- (a) The RENTER consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000, unless indicated to the contrary in clause 9.
- (b) The RENTAL PROVIDER consents to the Electronic Transactions (Victoria) Act 2000 at the email address of the AGENT.
- (c) If the RENTER has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000, the RENTAL PROVIDER shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

29.82. Change of Electronic Address

The RENTAL PROVIDER and the RENTER must give immediate written notice to the other party and the AGENT if the email address for the electronic service of notices or other documents is changed, or any other contact details are changed.

29.83. Withdrawal of Consent

The RENTER may withdraw consent to the electronic service of notices or other documents by giving written notice to the RENTAL PROVIDER or the AGENT but such notice shall only become effective on receipt by the RENTAL PROVIDER or the AGENT.

29.84. Notice of Entry

The RENTAL PROVIDER or the AGENT has the right to enter the premises let subject to compliance with the Act and clause 27:

- (a) to carry out duties specified in this Agreement, or the Act or any other legislation or law;
- (b) to value the premises let or any property of which the premises let form part, provided that at least seven days' notice has been given to the RENTER;
- (c) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the premises let, provided that at least 48 hours' written notice has been given to the RENTER;

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

- (d) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective new RENTERS through the premises let provided that at least 48 hours' written notice has been given to the RENTER (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- (e) to verify a reasonable belief that the RENTER or any occupier may not have met any duties as a RENTER of the premises let, provided that at least 24 hours' written notice has been given to the RENTER;
- (f) to make one general inspection provided that entry for that purpose has not been made within the last six months, and provided further that at least seven days' written notice has been given to the RENTER.

29.85. Change of Renter

The RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must as soon as practicable notify the RENTAL PROVIDER or AGENT in writing and comply with clause 25.

29.86. Obligation of Renter of Transfer

The RENTER'S obligation to pay or reimburse the RENTAL PROVIDER or the AGENT for any expenses or charge incurred in preparing a written transfer of this Agreement is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER default or due to the event in clause [29.88](#).

29.87. Process of Transfer

The RENTER agrees to inform the AGENT in writing prior to any RENTER transfers and or would like to either add or remove additional RENTER to the Agreement,

- (a) The RENTER understands and agrees that each ingoing RENTER must complete a Residential Rental Application Form with full supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place.
- (b) The *ingoing* and or *outgoing* RENTER agrees to pay in advance a transfer processing fee of \$275 (including GST) or 0.55 weeks rent (including GST), whichever greater per transfer or change event, and
- (c) The *ingoing* and or *outgoing* RENTER agrees to pay in advance the National Tenancy Database check fee of \$15 plus GST on each new applicant.
- (d) The RENTER further agrees to ensure all documentation formalising the RENTER transfer and the transfer processing fee payment receipt are submitted to the AGENT prior to finalisation of the transfer of tenancy.

The transfer will take in place until the new Agreement is binding and unconditional.

29.88. Assignment and Sub-Letting

The RENTER assigns the tenancy or sub-let in contrary to clause 25, or the RENTER abandon the premises let, the RENTER agrees:

- (a) to reimburse the RENTAL PROVIDER'S expenses including:
 - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
 - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

- the advertising costs of \$350 plus GST or as on the advertising fees schedule whichever higher as incurred in obtaining a new RENTER, and
 - the National Tenancy Database check fee of \$15 plus GST on each new applicant, and
 - if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement subject to legal requirements.
- (b) To be responsible to pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement whichever first occurs; and
- (c) Leave the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

29.89. Administration Fee of Extra Keys

The RENTER agrees to pay the administration fee (*non-reimbursable*) as in clause [29.90](#) for the extra keys and to return all keys as given at the end of the tenancy.

29.90. Standard Administration Fee

The RENTER agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of \$33 (included GST) per processing service that excluded of the RENTER'S transfer processing fee in clause [29.87](#).

29.91. Failure to Comply

The RENTER acknowledges that failure to comply with the Act may render the RENTER liable to a penalty as stated on the Act.

29.92. Enforcement of the Agreement

No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the Residential Tenancies Act 1997 shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.

29.93. Severability

If any provision of this Agreement is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be don't the entire provision is to be severed from this Agreement without affecting the validity or enforceability of the remaining provisions of this Agreement.

29.94. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule or in the Addendum which shall form part of this Agreement.

- (a) The Act means Residential Tenancies Act 1997 including any subordinate regulations,
- (b) The Schedule means the schedule to this Agreement,
- (c) The Addendum means the additional terms to this Agreement,
- (d) The Agreement means this document incorporating the Schedule, and
- (e) All attachments on the Appendix or the digital link to this document.

29.95. Amendment of the Agreement

This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER. Where the premises let form part of a building, the RENTAL PROVIDER has the right to make and or alter the rules and regulations for the premises let and the RENTER will be bound by such rules and regulations of the Act.

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

30. Signatures

This agreement is made under the **Residential Tenancies Act 1997**. Before signing you must read **Part D – Rights and Obligations** in this form.

RENTAL PROVIDER



Endru Yao (Jun 12, 2024 10:52 GMT+10)

*Signature of AGENT
on behalf of the
RENTAL PROVIDER*

Endru Yao
Name

Date 12-Jun-2024

RENTER



Katherine McEntee Murray (Jun 14, 2024 10:02 GMT+8)

Signature of RENTER 1

Katherine McEntee Murray
Name

Date 14-Jun-2024

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

Appendix

1. [Privacy Collection Notice](#)
2. [Rental Disclosure Statement](#)
3. [Emergency Contact Details](#)
4. [Owners Corporation Rules](#) (as the case may be)

Prepared on: 12 June 2024

RRA_701 1 Dyer Street_19.06.24-18.06.25

Final Audit Report

2024-06-14

Created:	2024-06-12
By:	Xynergy Realty AL (info.altona@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyMxUWVBSUD-ljW6zltt7IZ7EuSp1RfHF

"RRA_701 1 Dyer Street_19.06.24-18.06.25" History

 Document created by Xynergy Realty AL (info.altona@xynergy.com.au)
2024-06-12 - 0:49:28 AM GMT- IP address: 117.54.99.210

 Document emailed to endru@xynergy.com.au for signature
2024-06-12 - 0:49:34 AM GMT

 Email viewed by endru@xynergy.com.au
2024-06-12 - 0:52:19 AM GMT- IP address: 66.249.84.163

 Signer endru@xynergy.com.au entered name at signing as Endru Yao
2024-06-12 - 0:52:57 AM GMT- IP address: 125.166.197.189

 Document e-signed by Endru Yao (endru@xynergy.com.au)
Signature Date: 2024-06-12 - 0:52:59 AM GMT - Time Source: server- IP address: 125.166.197.189

 Document emailed to kmcenteemurray@gmail.com for signature
2024-06-12 - 0:53:01 AM GMT

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2024-06-12 - 1:51:47 AM GMT- IP address: 104.28.42.129

 Email viewed by kmcenteemurray@gmail.com
2024-06-13 - 2:44:14 PM GMT- IP address: 172.225.114.17

 Email viewed by kmcenteemurray@gmail.com
2024-06-14 - 2:00:33 AM GMT- IP address: 172.225.114.16

 Signer kmcenteemurray@gmail.com entered name at signing as Katherine Murray
2024-06-14 - 2:02:45 AM GMT- IP address: 58.7.188.94

 Document e-signed by Katherine Murray (kmcenteemurray@gmail.com)
Signature Date: 2024-06-14 - 2:02:47 AM GMT - Time Source: server- IP address: 58.7.188.94

✔ Agreement completed.

2024-06-14 - 2:02:47 AM GMT