



**CONTRACT OF SALE OF REAL ESTATE INCORPORATING
SECTION 32 VENDOR'S STATEMENT**

Property: Unit 108, 339 Burnley Street, Richmond VIC 3121

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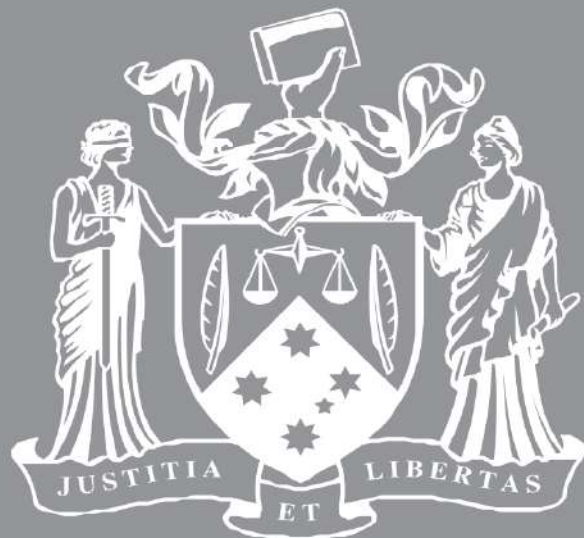
Contract of Sale of Land

Property: Unit 108, 339 Burnley Street, Richmond VIC 3121

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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WARNING TO ESTATE AGENTS

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

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/...../20.....

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

State nature of authority, if applicable:

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

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

Print name(s) of person(s) signing: Geoffrey Lloyd Loftus and Janette Ruth Elderton
.....

State nature of authority, if applicable:

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

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Particulars of sale

Vendor's estate agent

Name: Xynergy Realty Oakleigh
Address: 158 Drummond St, Oakleigh VIC 3166
Email: lisa.s@xynergy.com.au
Tel: 9017 5881 Mob: Fax: Ref: Lisa Suryawan

Vendor

Name: Geoffrey Lloyd Loftus and Janette Ruth Elderton
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Claire Kenna
Address: Level 17, 31 Queen Street, Melbourne VIC 3000
Email: claire@clairekenna.com.au
Tel: 9020 2054 Mob: Fax: Ref:

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: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11409 Folio 306	108	PS642452G
Volume Folio		

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 108, 339 Burnley Street, Richmond VIC 3121

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

All fixed floor coverings, electric light fittings, window furnishings, dishwasher, and fixed air conditioners, as inspected

Payment

Price \$

Deposit \$ by / / 20..... (of which \$ has been paid)

Balance \$ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on / / 20.....

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

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

Lease (general condition 5.1)

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

(*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:

(or another lender chosen by the purchaser)

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

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special conditions

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

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



GC 23 – special condition

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



GC 28 – special condition

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

The special conditions continue on page 19.

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, unless the margin scheme applies.

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.

Special Conditions (continued)

1. Definitions and Interpretation

1.1. Definitions

In this Contract, capitalised terms have the meaning given to them in the Particulars of Sale and, unless the context requires otherwise:

- (a) *Authority* means any federal, state or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the Law;
- (b) *Building Act* means the *Building Act 1993 (Vic)*;
- (c) *Building Law* means the Building Act, the Building Regulations, the Building Code of Australia, any repealed laws under which any improvements on the Land were constructed and any other Laws or the requirements of any Authority in relation to any improvements on the Land or any alterations or additions to those improvements;
- (d) *Building Regulations* means the *Building Regulations 2018 (Vic)*;
- (e) *Business Day* means a day other than a Saturday, Sunday or public holiday in Melbourne;
- (f) *Claim* includes any objection, requisition, set-off or claim for compensation or damages against the Vendor, delay in settlement, reduction, withholding or delay in payment of the Price or rescission or termination of this Contract or any attempt to do so;
- (g) *Contract* means this contract of sale of real estate and includes any annexures and schedules;
- (h) *FIRB* means the Foreign Investment Review Board;
- (i) *Guarantee and Indemnity* means a guarantee and indemnity in the form contained in Annexure 1;
- (j) *Law* includes any statute, rule, regulation, proclamation, ordinance or by-law (whether present or future);
- (k) *Particulars of Sale* means the particulars of sale attached to and forming part of this Contract;
- (l) *Sale of Land Act* means the *Sale of Land Act 1962 (Vic)*;
- (m) *Settlement* or *Settlement Date* means the date on which this Contract is actually completed by the parties; and

- (n) *Vendor's Statement* means the statement made by the Vendor under section 32 of the Sale of Land Act, which is contained in Annexure 2.

1.2. Interpretation

In the interpretation of this Contract, unless the context otherwise requires:

- (a) the headings are inserted only as a matter of convenience and do not affect the interpretation of this Contract;
- (b) the singular includes the plural and vice versa and words of one gender include the other genders;
- (c) where two or more persons are named as a party to this Contract, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally;
- (d) a reference to any party to this Contract or any other document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;
- (e) where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (f) *person* includes a natural person, corporation, body corporate, unincorporated association, firm or an authority or body (whether it be any government, semi-government, municipal, statutory or other authority or body);
- (g) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, the legislation or legislative provision;
- (h) a reference to any agreement or document is to that agreement or document (and where applicable, any of its provisions) as varied, amended, novated, supplemented or replaced from time to time;
- (i) a reference to *include* or *including* means includes, without limitation, or including, without limitation, respectively;
- (j) anything includes each part of it;
- (k) any reference to time in this Contract is a reference to time in Melbourne; and
- (l) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract.

1.3. Property Law Dispute Resolution Committee Guidelines

The Law Institute of Victoria Property Law Dispute Resolution Committee Guidelines do not apply to this Contract.

2. Amendments to General Conditions

2.1. General conditions

General conditions 9, 31.4, 31.5 and 31.6 are deleted.

3. Acknowledgements

3.1. Disclosure

The Purchaser acknowledges receiving the Vendor's Statement prior to the signing of this Contract or any other documents relating to this sale.

3.2. Estate Agents Act 1980 (Vic)

- (a) The Purchaser acknowledges that it received a copy of this Contract at the time of execution of this Contract.
- (b) The Purchaser warrants that it has not received any promise from the Vendor's Estate Agent (or any person acting on behalf of the Vendor's Estate Agent) in relation to obtaining a loan for the purchase of the Land.

3.3. Auction Sale

If the Land is offered for sale by auction, it will be subject to the Vendor's reserve price. The Rules for the conduct of the auction shall be as set out in Schedule 1 to the *Sale of Land Regulations 2024 (Vic)* or any rules prescribed by regulation which modify or replace those Rules.

4. Identity of Land

4.1. Purchaser's Admissions

Without limiting the generality of General Condition 7, the Purchaser admits, agrees and accepts that:

- (a) any boundary fence or wall is correctly located on the title boundary of the Land; and
- (b) all structures or improvements on the Land are contained wholly within the title boundaries and no structure or improvement of any adjoining property encroaches over or under the title boundaries to the Land.

4.2. No Claims

The Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action (including amending the title or contributing to any expense of amending the title), in respect of any matters referred to in special condition 4.1.

5. Car Park Licence

5.1. The Vendor discloses and the Purchaser acknowledges and agrees that:

- (a) The Vendor is entitled to use a car stacker car space in the building pursuant to a car park licence entered into when the Vendor purchased the Property, but the Vendor cannot find a copy of the fully signed licence.
- (b) The Purchaser acknowledges receiving a copy of the email and attachments from the owners corporation manager to the Vendor's solicitor dated 19 August 2025, a copy of which is attached to the Vendor's Statement, which discusses the car park licence and attaches a blank car stacker licence agreement ("Car Park Licence").
- (c) The Purchaser accepts the terms of the Car Park Licence and will be responsible for completing the Car Park Licence and returning it to the owners corporation manager to arrange execution once Settlement take place. The Vendor must provide all reasonable assistance, including signing any forms or documents reasonably requested, to assist the Purchaser to complete the Car Park Licence.

5.2. The Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action (other than provide reasonable assistance as required by special condition 5.1(c)), in respect of any matters referred to in special condition 5.1.

6. Condition of Land

6.1. Purchaser's Inspection

The Purchaser acknowledges and agrees that:

- (a) the Purchaser has purchased the Land and the Goods, solely as a result of the Purchaser's own enquiries and inspection;
- (b) the Purchaser is satisfied in all respects as to the nature, quality and state of repair of the Land and the Goods and the purposes for which the Land may be lawfully used and any restrictions or prohibitions relating to its development;
- (c) the Land and the Goods are sold and accepted by the Purchaser subject to all faults and defects (whether latent or patent) and in their state and condition as at the Day of Sale; and
- (d) the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, alterations or improvements to the Land or the Goods.

6.2. Improvements

The Purchaser acknowledges and agrees that any improvements on the Land may be subject to, or require compliance with, any Building Laws. Any failure to comply with any Building Laws will not, and will not be deemed to, constitute a defect in the Vendor's title.

6.3. No Claims

The Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action, in relation to any matters referred to in this special condition 6.

7. Default Interest and Costs

7.1. Default Interest

For the purposes of General Conditions 32 and 33, the Purchaser may not require the Vendor to settle this Contract unless interest payable under this Contract is paid to the Vendor.

7.2. Payments on Default

Without limiting General Condition 35, if the Vendor gives to the Purchaser a notice of default under this Contract, the parties agree that the default will not be remedied until the last to occur of the following:

- (a) remedy by the Purchaser of the default, or if the default is incapable of remedy, compensation paid to the Vendor to the Vendor's satisfaction; and
- (b) payment by the Purchaser to the Vendor of all expenses incurred by the Vendor as a result of the default including:
 - (i) legal costs and disbursements (calculated on a solicitor and client basis) incurred in drawing and giving the notice and any advice;
 - (ii) all additional costs incurred by the Vendor (including bridging finance, relocation costs, interest, discount on bills and borrowing expenses); and
 - (iii) the payment of interest in accordance with this Contract.

8. Nomination

8.1. Procedure

If the Purchaser nominates a substitute or additional purchaser ("**Nominee**"), all arrangements in relation to the nomination must be documented and completed (at the Purchaser's expense) to the reasonable satisfaction of the Vendor.

8.2. Guarantee & Indemnity

If the Nominee is or includes a corporation, the Purchaser must deliver to the Vendor at the same time that it notifies the Vendor of the nomination, a Guarantee and Indemnity duly completed and executed by every director of the Nominee.

9. Stamp Duty

9.1. Stamp Duty

The Purchaser (and any Nominee) must pay all stamp duty (including penalties and fines) payable in connection with this Contract and must indemnify the Vendor against any liability arising from any failure, delay or omission to make payment or make proper disclosure to the State Revenue Office.

9.2. Multiple Purchasers

- (a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Land ("**Proportions**").
- (b) If the Proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the difference.
- (c) The Purchasers must indemnify the Vendor, the Vendor's Estate Agent and the Vendor's Solicitor 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.

9.3. Non Merger

This special condition 9 will not merge on the transfer of the Land but will continue to have full force and effect.

10. Guarantee and Indemnity

10.1. Delivery of Guarantee and Indemnity

If the Purchaser is or includes a corporation, the Purchaser must deliver to the Vendor a Guarantee and Indemnity on the Day of Sale duly completed and executed by every director of the Purchaser.

11. Entire Contract

11.1. Acknowledgment

The Purchaser warrants that the Purchaser relies entirely upon the Purchaser's own inspection of and searches and enquiries in connection with the Land and that except as is provided in this Contract or the Vendor's Statement, the Purchaser has not relied on any information, representation or warranty

(express or implied) provided or made by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Solicitor.

11.2. Entire Agreement

This Contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements and agreements between the parties, whether oral or in writing, in connection with the subject matter of this Contract.

12. FIRB

12.1. Warranty

The Purchaser warrants that one of the following apply:

- (a) the Purchaser:
 - (i) is not required to provide notice to the FIRB or any other relevant Authority of the Purchaser entering into this Contract or for the purchase of the Land; and
 - (ii) does not require any consent or approval under the *Foreign Acquisitions and Takeovers Act 1975 (Cth)* or in compliance with any foreign investment policy of the Commonwealth of Australia to enter into this Contract; or
- (b) the Purchaser has obtained any necessary consent or approval from the FIRB and any other relevant Authority to the purchase of the Land by the Purchaser on the terms and conditions set out in this Contract.

12.2. Indemnity

If the warranty in special condition 12.1 is untrue in any respect the Purchaser indemnifies the Vendor against any claim, liability, loss, damage, cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on the warranty when entering into this Contract.

12.3. Non merger

This special condition 12 will not merge on the transfer of the Land but will continue to have full force and effect.

13. General

13.1. Applicable Law

This Contract is governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria and to appeal courts from them.

13.2. Waiver

A right may only be waived in writing, signed by the party giving the waiver. A waiver by a party of any breach or a failure to enforce or to insist upon the observance of a provision of this Contract will not be a waiver of any other or of any subsequent breach.

13.3. Severance

If any part of this Contract is invalid, unenforceable, illegal, void or voidable for any reason, this Contract will be construed and be binding on the parties as if the invalid, unenforceable, illegal, void or voidable part had been deleted from this Contract, or read down to the extent necessary to overcome the difficulty.

13.4. Co-operation

Each party must do anything (including execute any document) to give effect to this Contract and to the transactions contemplated by it that the other party may reasonably require to give full effect to this Contract.

13.5. Continuing Obligations

The provisions of this Contract capable of having effect after Settlement do not merge on transfer of the Land and continue to have full force and effect irrespective of whether this Contract expressly provides that this is the case.

13.6. Indemnities

If a party is required to indemnify another party under this Contract, that party must pay on demand the amount the other party is liable to pay by the time the other party is required to make payment.

13.7. Amendment

This Contract can only be amended, supplemented or replaced by another document signed by the parties.

13.8. Attorneys and Authorised Representatives

Each person who executes this Contract on behalf of a party under a power of attorney warrants that he or she has authority to do so and that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

GUARANTEE

In consideration of the Vendor named and described in the Contract annexed hereto entering into the Contract with the Purchaser named and described in the Contract the party described as the Guarantor in the Schedule hereto (*Guarantor*) agrees to guarantee and indemnify the Vendor as follows:

1. The Guarantor will pay to the Vendor on demand by the Vendor all moneys payable pursuant to the Contract which are not paid by the Purchaser as prescribed by the Contract whether demand has been made by the Vendor on the Purchaser or not.
2. The Guarantor will observe and perform on demand by the Vendor all conditions, obligations and liabilities with which the Purchaser does not comply as prescribed by the Contract whether a demand for such observance or performance has been made by the Vendor on the Purchaser or not.
3. The Vendor may without affecting this Guarantee grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or release, part with, vary, relinquish or renew in whole or in part any security, document of title, asset or right held by the Vendor.
4. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realisation or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser will be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has repaid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor will be entitled to prove for the total indebtedness of the Purchaser.
5. In the event of the liquidation or bankruptcy of the Purchaser the Guarantor authorises the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in this Guarantee.
6. The remedies of the Vendor against the Guarantor will not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void, defective or informal.
7. The Guarantor will indemnify the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded his powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.

8. Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the guarantor by prepaid letter addressed to the Guarantor at his address herein mentioned. Such notice or demand when posted will be deemed to be properly given on the day next following the day of posting.
9. Where not inconsistent with the context the expression *Guarantor* as herein used will where there is only one Guarantor mean and include the Guarantor, his executors and administrators or in the case of a corporate Guarantor that Guarantor and its successors and will when there are two or more Guarantors mean and include those Guarantors and each and every or any of them and the executors, administrators or successors of each and every one of them. When two or more Guarantors are parties hereto the covenants and agreements on their part herein contained will bind them and any two or more of them jointly and each of them severally.

SIGNED SEALED AND DELIVERED)
by)
in the presence of:)

SIGNED SEALED AND DELIVERED)
by)
in the presence of:)

SCHEDULE

Name:

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 108, 339 Burnley Street, Richmond VIC 3121

**Vendor's
name**

Geoffrey Lloyd Loftus

Date

/ /

**Vendor's
signature**

**Vendor's
name**

Janette Ruth Elderton

Date

/ /

**Vendor's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

**Purchaser's
name**

Date

/ /

**Purchaser's
signature**

1. FINANCIAL MATTERS

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

- (a) Are contained in the attached certificates and/or documents.
- (b) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a) above, other than any amounts described in this rectangular box, however, the usual adjustments will be made at settlement as required by the Contract of Sale.

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

To

Other particulars (including dates and times of payments):

1.3 Terms Contract

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

Not applicable.

1.4 Sale Subject to Mortgage

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

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.
- (b) Is the land tax reform scheme land within the meaning of the CIPT Act?

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.

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 and certificates. There may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cable and underground gas pipes laid outside of any registered easements which are not registered or not required to be registered on the certificate of title. The Purchaser should make its own enquiries.

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

Nil to the Vendor's knowledge.

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 regulations made under the *Building Act* 1993 if the square box is marked with an "X" ☐

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

As set out in the attached documents, otherwise, nil to the Vendor's knowledge and the Purchaser should make its own enquiries.

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.

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:

None to the Vendor's knowledge.

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):

As set out in the attached certificate.

6. OWNERS CORPORATION

An owners corporation certificate is attached.

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

- (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

Not applicable.

10.2 Staged Subdivision

Not applicable.

10.3 Further Plan of Subdivision

Not applicable.

11. DISCLOSURE OF ENERGY INFORMATION

Not applicable.

12. DUE DILIGENCE CHECKLIST

A copy of the Due Diligence Checklist is attached.

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

Page 1 of 2

VOLUME 11409 FOLIO 306

Security no : 124127019636G
Produced 11/08/2025 02:18 PM

LAND DESCRIPTION

Lot 108 on Plan of Subdivision 642452G.

PARENT TITLES :

Volume 02510 Folio 838 Volume 09480 Folio 332 Volume 09685 Folio 099
Created by instrument PS642452G 12/03/2013

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

GEOFFREY LLOYD LOFTUS

JANETTE RUTH ELDERTON both of 21 CLAPHAM STREET, BALWYN, VICTORIA 3103

AK334921G 10/05/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AK334922E 10/05/2013
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE PS642452G 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 108 339 BURNLEY STREET RICHMOND VIC 3121

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 23/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS642452G

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

Page 2 of 2

DOCUMENT END

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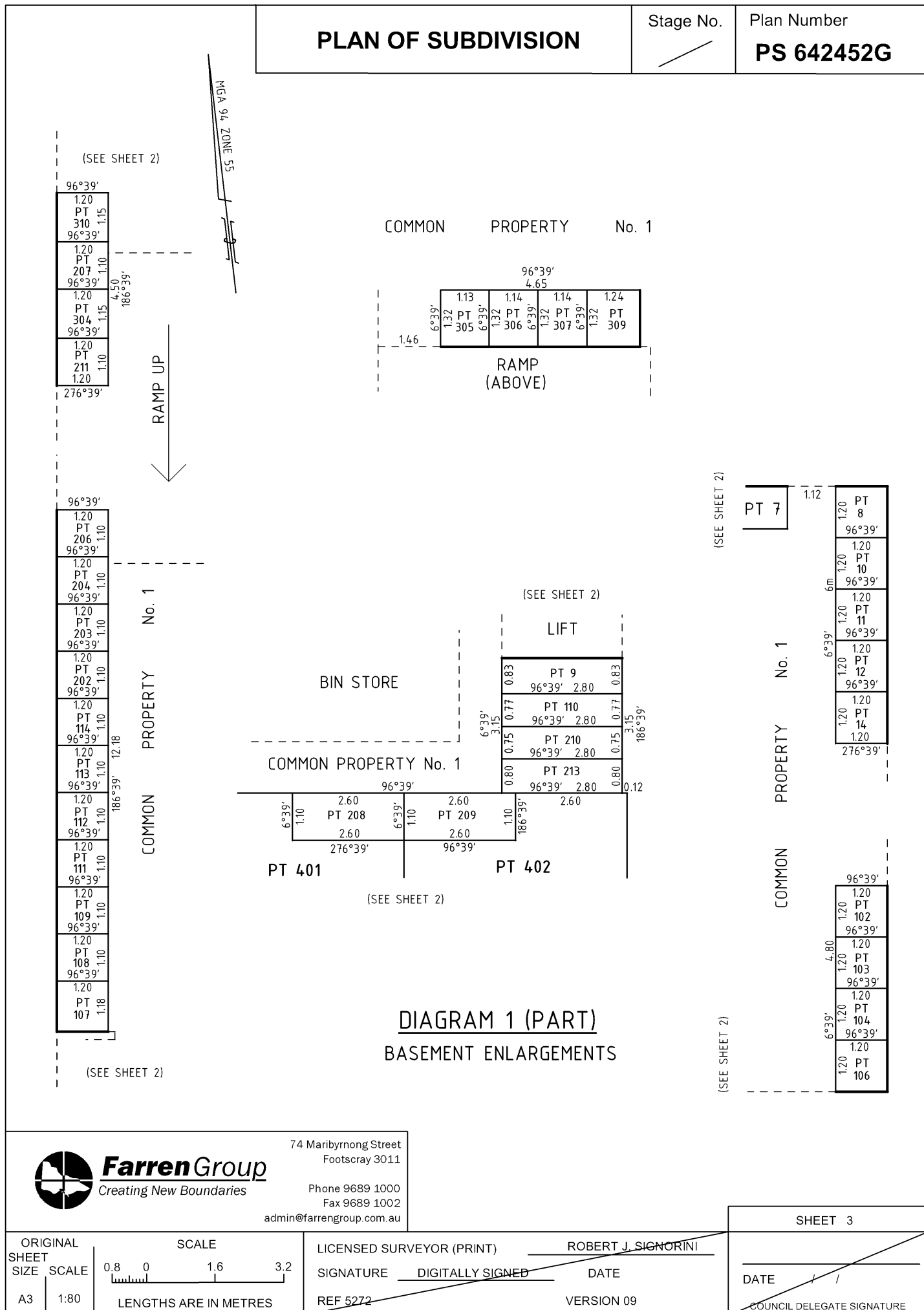
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Document Identification	PS642452G
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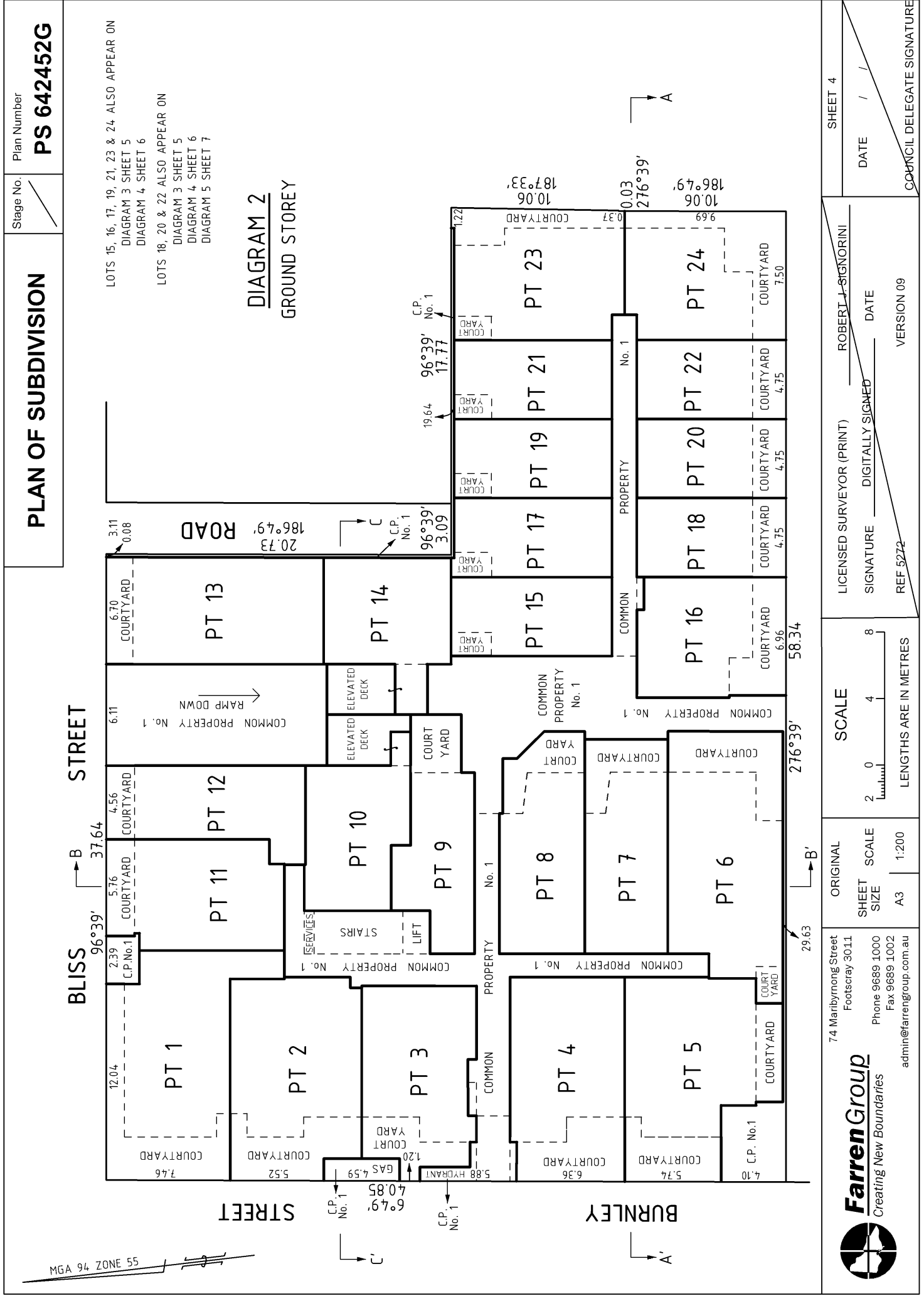
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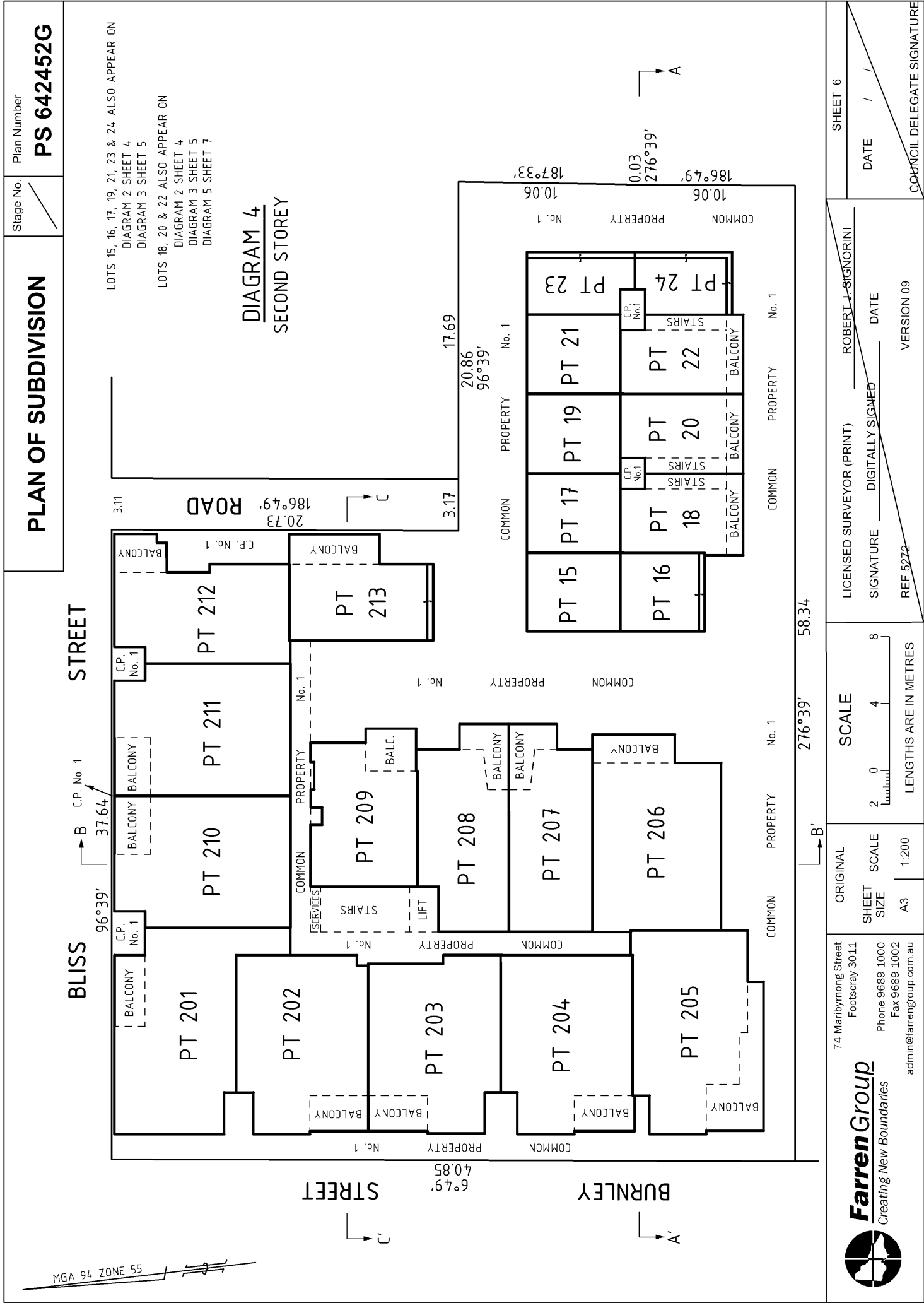
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PLAN OF SUBDIVISION UNDER SECTION 22 OF THE SUBDIVISION ACT 1988				Stage No. _____ _____	LRS use only EDITION 1	PS 642452G
Location of Land Parish: JIKA JIKA Township: - Section: - Crown Allotment: - Crown Portion: 17 (PART) Title References: VOL. 2510 FOL. 838 VOL. 9685 FOL. 099 VOL. 9480 FOL. 332 Last Plan Reference: LOT 1 ON TP 702578N LOT 1 ON TP 108991S LAND IN CP 154102 Postal Address: 335-343 BURNLEY STREET RICHMOND 3121 MGA Co-ordinates: E 324 657 (of approx. centre of plan) N 5 811 724 Zone 55				Council Certification and Endorsement Council Name: YARRA CITY COUNCIL Ref: _____ 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. Public Open Space (i) A requirement for public open space under section 18 Subdivision Act 1988 has / has not been made. (ii) The requirement has / has not been satisfied. (iii) The requirement is to be satisfied in Stage (iv) The requirement has been satisfied for Council Delegate Council seal Signature Print Name Date / / This plan is re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council seal Signature Print Name Date / /		
Vesting of Roads or Reserves						
Identifier		Council/Body/Person				
NIL		NIL		Notations		
				Staging This is not a staged subdivision Planning Permit No. SP11/0084		
THIS IS A SPEAR PLAN COMMON PROPERTY NO 1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND INCLUDES THE STRUCTURE OF THE WALLS, FLOORS, CEILINGS AND BALASTRADES WHICH DEFINE BOUNDARIES. ALL COLUMNS, INTERNAL SERVICE DUCTS, PIPE SHAFTS AND SWITCHBOARDS WITHIN THE BUILDING ARE DEEMED TO BE PART OF THE COMMON PROPERTY No. 1. THE POSITIONS OF THESE COLUMNS, DUCTS, SHAFTS AND SWITCHBOARDS HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS HEREIN. LOTS 1 TO 21, 101 TO 114, 201 TO 213, 301 TO 310 & 401 TO 403 CONSIST OF 2 PARTS LOTS 22 TO 24 CONSIST OF 3 PARTS NUMBER OF LOTS IN THIS PLAN: 64				Depth Limitation: DOES NOT APPLY LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation including purpose, responsibility, and entitlement and liability, see Owners Corporation search report(s), Owners Corporation rules and Owners Corporation additional information. BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:- INTERIOR FACE: ALL BOUNDARIES Subdivision (Registrar's Requirements) Regulations 2011 apply to boundaries defined by buildings. Survey:- This plan is based on survey. To be completed where applicable This survey has been connected to permanent marks no(s). JIKA JIKA PM 415 & PM 451 In Proclaimed Survey Area no.		
Easement Information						LRS use only
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)						Statement of Compliance / Exemption Statement
SECTION 12(2) SUBDIVISION ACT 1988 APPLIES TO ALL THE LAND IN THIS PLAN						Received <input checked="" type="checkbox"/>
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of	Date 04 / 03 / 2013	
						LRS use only PLAN REGISTERED TIME 2:50 pm DATE 12 / 03 / 2013 Grant Redman Assistant Registrar of Titles
						SHEET 1 OF 11 SHEETS
 FarrenGroup Creating New Boundaries 74 Maribyrnong Street Footscray 3011 Phone 9689 1000 Fax 9689 1002 admin@farrengroup.com.au Consulting Land Surveyors & Development Consultants				LICENSED SURVEYOR (PRINT) ROBERT J. SIGNORINI SIGNATURE DIGITALLY SIGNED DATE REF 5272 VERSION 09		DATE / / COUNCIL DELEGATE SIGNATURE Original sheet size A3





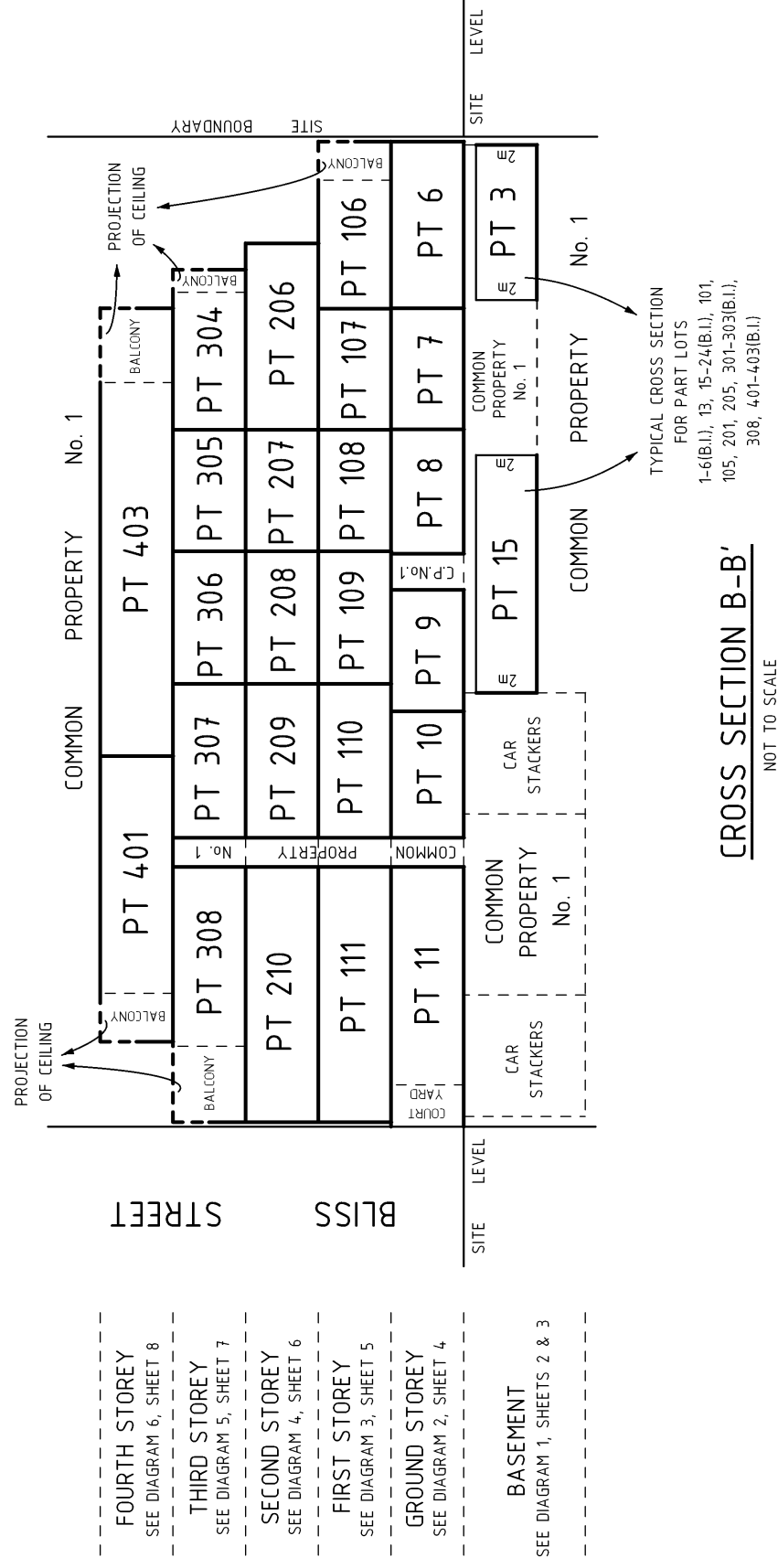


PLAN OF SUBDIVISION

Plan Number

PS 642452G

Stage No.



 **Farren Group**
Creating New Boundaries

74 Maribyrnong Street
Footscray 3011

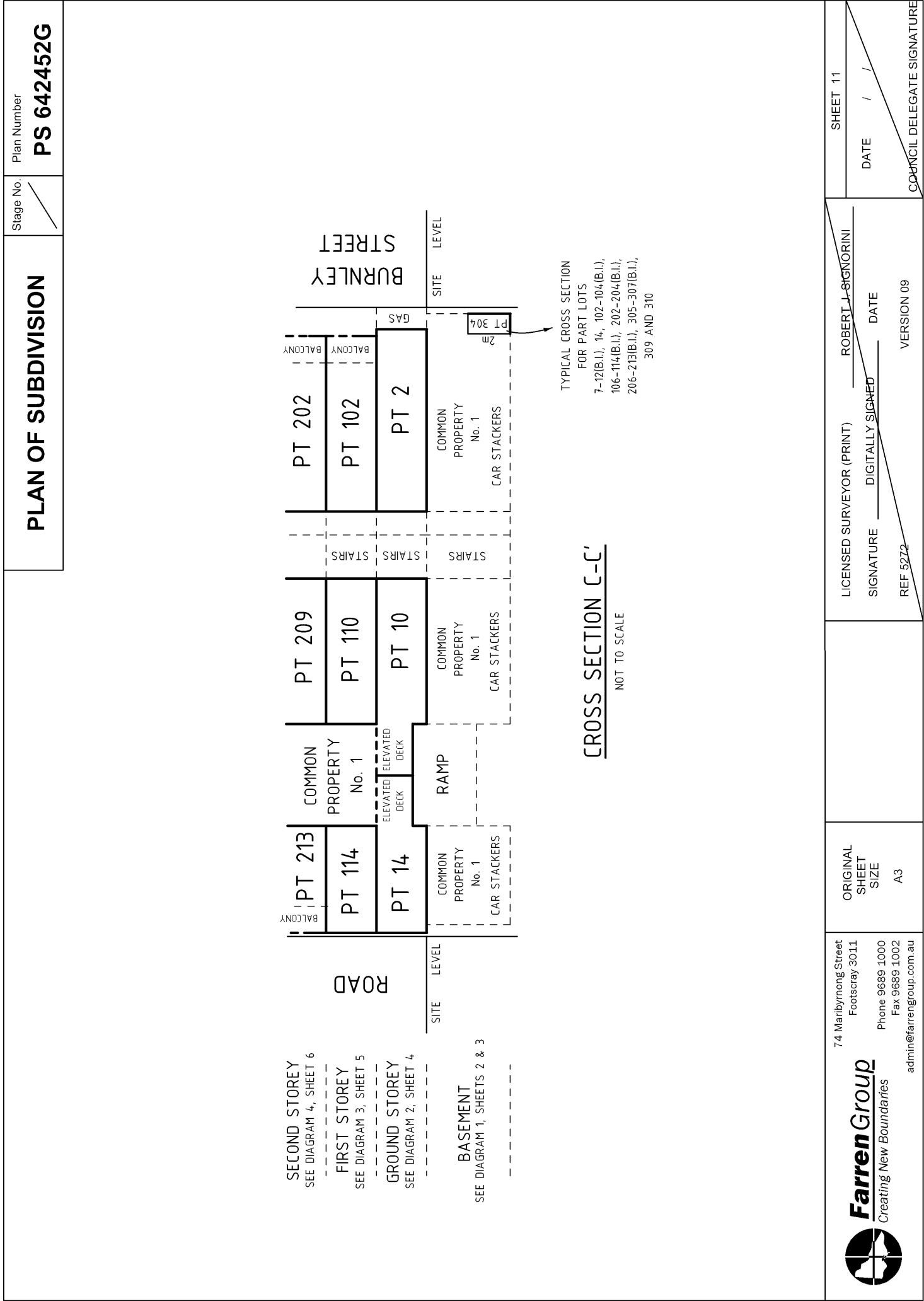
Phone 9689 1000
Fax 9689 1002
admin@farrengroup.com.au

ORIGINAL
SHEET
SIZE
A3

LICENSED SURVEYOR (PRINT)
SIGNATURE _____ DIGITALLY SIGNED _____
REF 5272

SHEET 10
DATE / /
COUNCIL DELEGATE

~~COUNCIL DELEGATE SIGNATURE~~





Plan of Subdivision PS642452G
Concurrent Certification and Statement of Compliance
(Form 3)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S018504E
Plan Number: PS642452G
Responsible Authority Name: Yarra City Council
Responsible Authority Reference Number 1: SP11/0084
Responsible Authority Reference Number 2: SC11/0107
Surveyor's Plan Version: 09

Certification

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

Statement of Compliance

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has been satisfied

Digitally signed by Council Delegate: Matthew Cohen
Organisation: Yarra City Council
Date: 25/02/2013



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS642452G

The land in PS642452G is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 24, 101 - 114, 201 - 213, 301 - 310, 401 - 403.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

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

AV494567F 05/04/2022

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. AK408931T 19/06/2013

Additional Owners Corporation Information:

OC017502F 12/03/2013

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1	650	650
Lot 2	635	635
Lot 3	575	575
Lot 4	585	585
Lot 5	635	635
Lot 6	655	655



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 11/08/2025 02:18:35 PM

OWNERS CORPORATION 1
PLAN NO. PS642452G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	445	445
Lot 8	445	445
Lot 9	415	415
Lot 10	465	465
Lot 11	560	560
Lot 12	450	450
Lot 13	650	650
Lot 14	445	445
Lot 15	900	900
Lot 16	890	890
Lot 17	900	900
Lot 18	920	920
Lot 19	940	940
Lot 20	920	920
Lot 21	895	895
Lot 22	920	920
Lot 23	910	910
Lot 24	910	910
Lot 101	680	680
Lot 102	655	655
Lot 103	650	650
Lot 104	655	655
Lot 105	590	590
Lot 106	590	590
Lot 107	450	450
Lot 108	470	470
Lot 109	470	470
Lot 110	445	445
Lot 111	655	655



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS642452G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 112	655	655
Lot 113	655	655
Lot 114	460	460
Lot 201	690	690
Lot 202	665	665
Lot 203	655	655
Lot 204	665	665
Lot 205	665	665
Lot 206	680	680
Lot 207	455	455
Lot 208	470	470
Lot 209	455	455
Lot 210	665	665
Lot 211	665	665
Lot 212	565	565
Lot 213	455	455
Lot 301	710	710
Lot 302	565	565
Lot 303	670	670
Lot 304	615	615
Lot 305	460	460
Lot 306	475	475
Lot 307	460	460
Lot 308	670	670
Lot 309	460	460
Lot 310	455	455
Lot 401	1400	1400
Lot 402	1150	1150
Lot 403	665	665



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 11/08/2025 02:18:35 PM

OWNERS CORPORATION 1
PLAN NO. PS642452G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Total	41300.00	41300.00

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.

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1165625

APPLICANT'S NAME & ADDRESS

CLAIRE KENNA C/- LANDATA
DOCKLANDS

VENDOR

LOFTUS, GEOFFREY LLOYD

PURCHASER

NOT KNOWN

REFERENCE

Loftus & Elderton

This certificate is issued for:

LOT 108 PLAN PS642452 ALSO KNOWN AS 108/339 BURNLEY STREET RICHMOND
YARRA CITY

The land is covered by the:

YARRA PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a GENERAL RESIDENTIAL ZONE - SCHEDULE 4
- is within a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/yarra>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:
<http://vhd.heritage.vic.gov.au/>

11 August 2025

Sonya Kilkeny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be
checked carefully.

The above information includes all
amendments to planning scheme maps
placed on public exhibition up to the date
of issue of this certificate and which are
still the subject of active consideration

Copies of Planning Schemes and
Amendments can be inspected at the
relevant municipal offices.

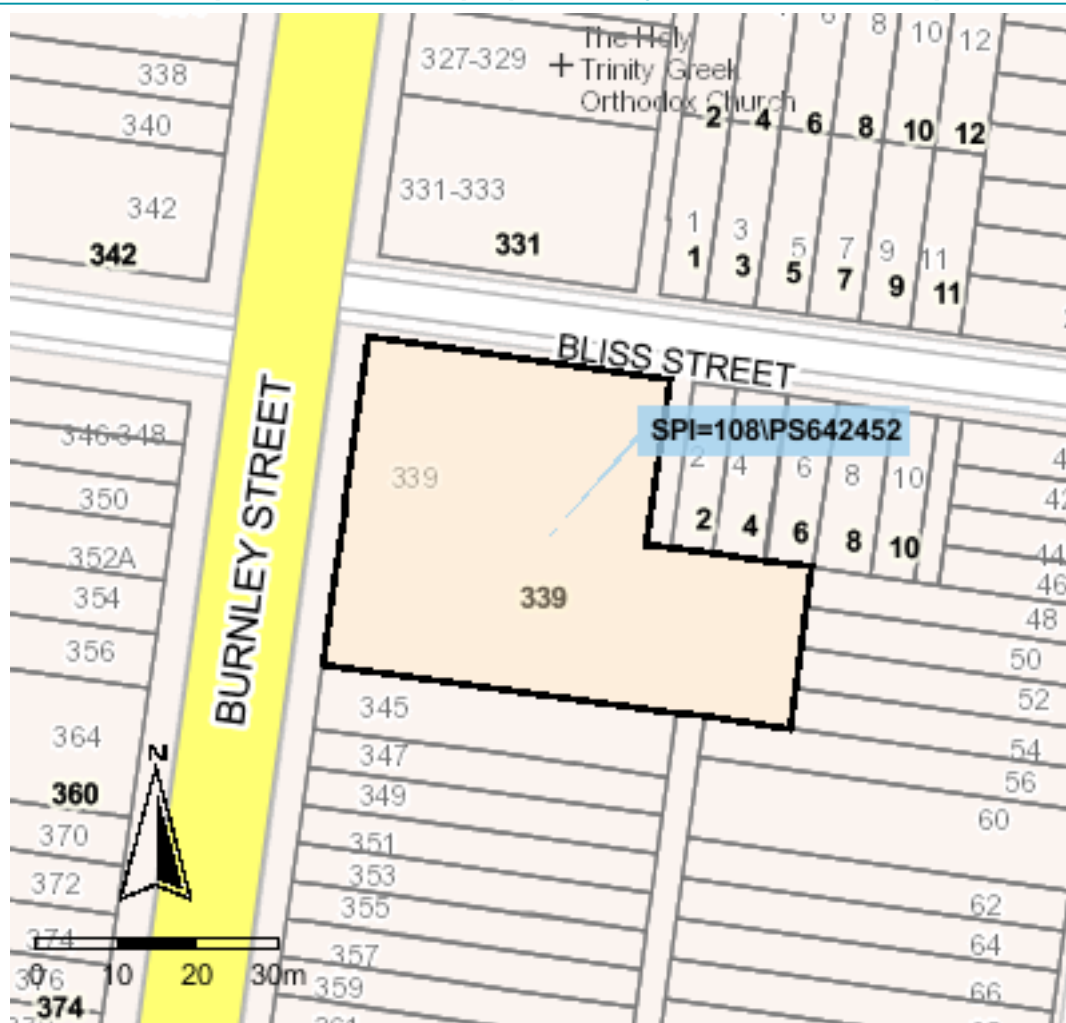
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

PLANNING PROPERTY REPORT

From www.planning.vic.gov.au at 27 August 2025 10:08 AM

PROPERTY DETAILS

Address: **108/339 BURNLEY STREET RICHMOND 3121**
Lot and Plan Number: **Lot 108 PS642452**
Standard Parcel Identifier (SPI): **108\PS642452**
Local Government Area (Council): **YARRA**
Council Property Number: **409490**
Planning Scheme: **Yarra**
Directory Reference: **Melway 2H E9**

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

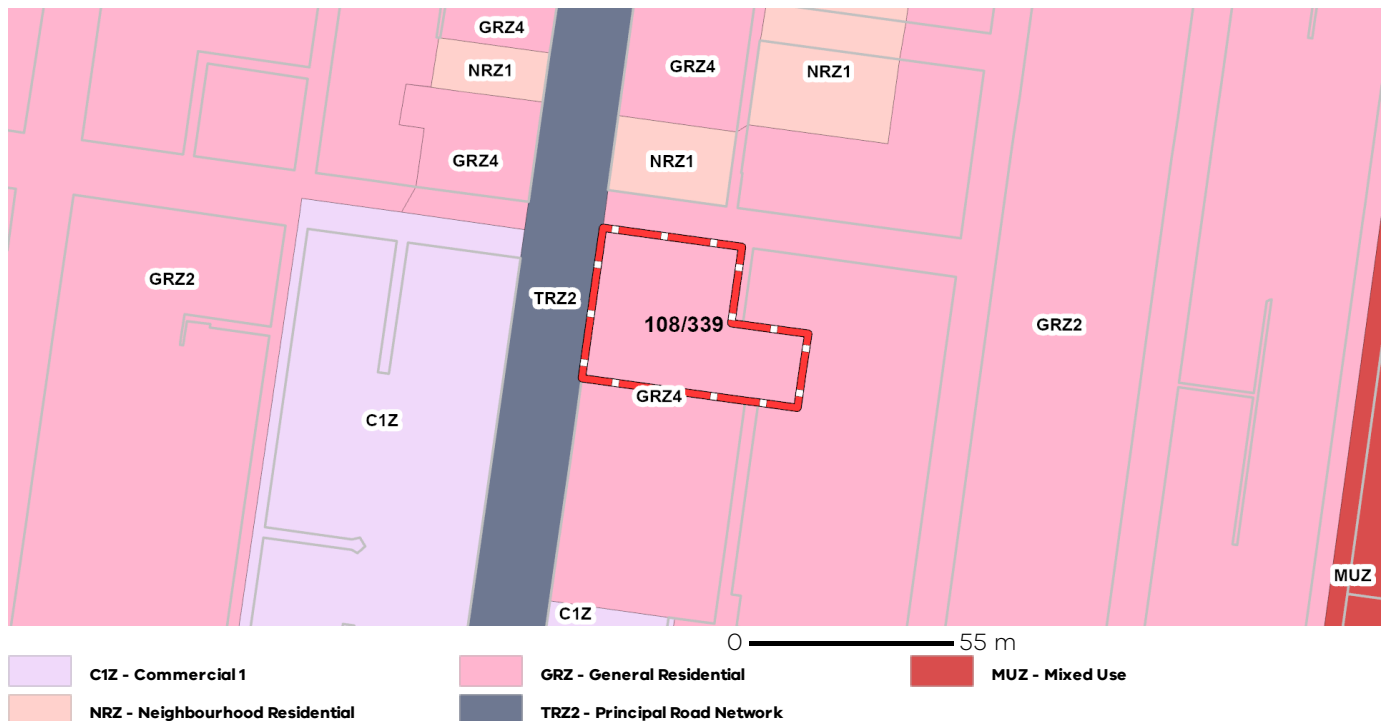
Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **RICHMOND**
OTHER
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)

[GENERAL RESIDENTIAL ZONE - SCHEDULE 4 \(GRZ4\)](#)



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

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

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

Planning Overlays

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY \(DCPO\)](#)

[DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 \(DCPO1\)](#)



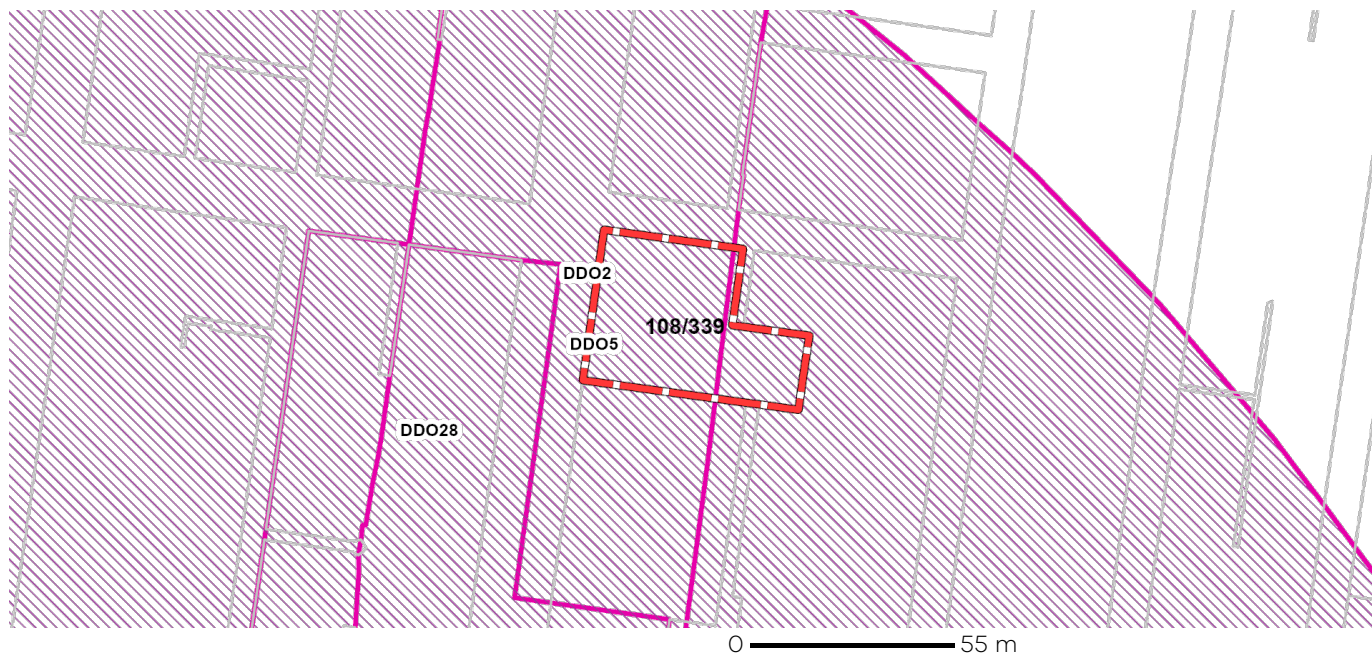
 **DCPO - Development Contributions Plan Overlay**

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

[DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 2 \(DDO2\)](#)

[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 5 \(DDO5\)](#)



 **DDO - Design and Development Overlay**

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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)

[HERITAGE OVERLAY \(HO\)](#)



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 27 August 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 apply to 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>

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 \(environment.vic.gov.au\)](https://nativevegetation.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 \(environment.vic.gov.au\)](https://naturekit.environment.vic.gov.au/)



PO Box 168
Richmond VIC 3121
T (03) 9205 5555
info@yarracity.vic.gov.au
www.yarracity.vic.gov.au
ABN 98 394 086 520

Date: 13 August 2025

Land Information Certificate

Section 229 Local Government Act 1989

Certificate No: wLIC25/03502
Property Number: 409490

Landata
Victoria (Serv)
LOCKED BAG 20005
MELBOURNE Vic 3001

Applicant Reference: Loftus & Elderton

Agent Reference: 77722346-018-7

Location:

108/339 Burnley St Richmond VIC 3121

Title Description: Lot 108 PS 642452G Vol 11409 Fol 306
Site Dimensions: Front 41 Rear Left 38 Right 58

This certificate provides information regarding valuation, rates, charges, other moneys owing and any orders and notices made under the Local Government Act 2020, the Local Government Act 1989, the Local Government Act 1958 or under a local law of the Council. This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Please refer to the Annual Notice for AVPCC code

VALUATION DETAILS

Base Date of Valuation:	1/1/2025
Effective Date of Valuation:	7/1/2025
Current Net Annual Value:	\$20500
Current Capital Improved Value:	\$410000
Current Site Value:	\$90000

RATES AND CHARGES

	<u>Amount</u>
Current Years Rates	\$727.74
Waste Charge Public	\$41.22
Waste Charge Kerbside	\$131.94
Current Year Emergency Services Volunteer Fund	\$206.93
Balance Outstanding	\$1107.83

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue, or to the 30 June 2026 whichever comes first. Council cannot be held responsible for any information given verbally.



PO Box 168
Richmond VIC 3121
T (03) 9205 5555
info@yarracity.vic.gov.au
www.yarracity.vic.gov.au
ABN 98 394 086 520

Certificate No: wLIC25/03502

THE 2025/2026 RATING PERIOD IS FROM 1/7/2025 to 30/6/2026

- Any arrears shown are now overdue for payment and may already be the subject of separate legal action.
- Any payments shown are subject to clearance by bank.
- Interest is calculated at 10% p.a. on all overdue amounts.

Rates are levied on the Net Annual Value (NAV) of properties.

In accordance with Section 175 of the *Local Government Act* 1989, the new owner must pay all amounts unpaid by the following dates:

- INSTALMENTS due by 30 September 2025, 30 November 2025, 28 February 2026 and 31 May 2026.

NOTICES and ORDERS

Money owing for works under the <i>Local Government Act</i> 1958	NIL
Potential liability for rates under the <i>Recreational and Cultural Lands Act</i> 1963	NIL
Outstanding amount for recreational purposes or any transfer of land under Section 18 of the <i>Subdivisions Act</i> 1988 or the <i>Local Government Act</i> 1958	NIL
Money owing under Section 94(5) of the <i>Electricity Industry Act</i> 2000 <i>Local Government Act</i> 1989:	NIL
• Section 173 - Supplementary valuation and rates;	No
• Section 174A - Cessation of Residential Use Rate - back rates;	No
• Section 227 - Money owing by former owner/occupier for other services;	NIL
Special Rates and Charges	No
Outstanding Orders/Notices:	No
Outstanding Prohibition / Improvement Notices under <i>Public Health and Wellbeing Act</i> 2008	No

PLEASE NOTE

This property will NOT be eligible to receive a Parking Permit.

New developments that increase the parking density (e.g. dual occupancies) are not eligible for parking permits. Developers either have to provide off-street parking or the property is sold without the provision of a parking permit. For further information please contact Parking Services on (03) 9205 5255.

Designated Flood Level: The authority for the designated flood levels has been delegated to: Melbourne Water, Land Development Water Ways & Drainage, phone (03) 9679 7100.



Bill Code: 171074
Reference Number: 4094900

Signed:

(Authorised Officer)

Verbal update of information contained in this Certificate will only be given for 90 days after date of issue, or to the 30 June 2026 whichever comes first. Council cannot be held responsible for any information given verbally.

LANDATA COUNTER SERVICES
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number

77722346-032-3

Statement number

6508455320

Date of Issue 11 Aug 2025**Total amount**

\$737.06

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 108/339 BURNLEY STREET, RICHMOND VIC 3121

Property number 2028340000

Lot on Plan 108\PS642452

Comments

Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billers code: **8789**

Ref: **57746100002**

Go to **bpay.com.au**

@Registered to BPAY
Pvt Ltd

ABN 69 079 137 518



Post Billpay

Australia Post

Billpay code: **0362**

Ref: **0577 4610 0002**

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



*362 057746100002

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	\$0.00
Volumetric charges owing to 28/02/2024	\$0.00
Adjustments	\$0.00
Total charges and adjustment	\$0.00

Outstanding charges

Current balance	\$0.00
Plus remainder service charges to be billed	\$737.06

Total charges **\$737.06**

Volumetric Charges

Please note the water meter on this property was last read on 28/02/2024. The information supplied below could be used to calculate the estimated volumetric charges from last meter read date 28/02/2024 to the settlement date. Based on the water consumption from the last bill for this property, the average daily cost of volumetric charges is as follows: Usage \$0.21 per day

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.

The subject property may be affected by drainage and/or flooding issues. For further information please contact Melbourne Water's Land Development Team on telephone 9679-7517.

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

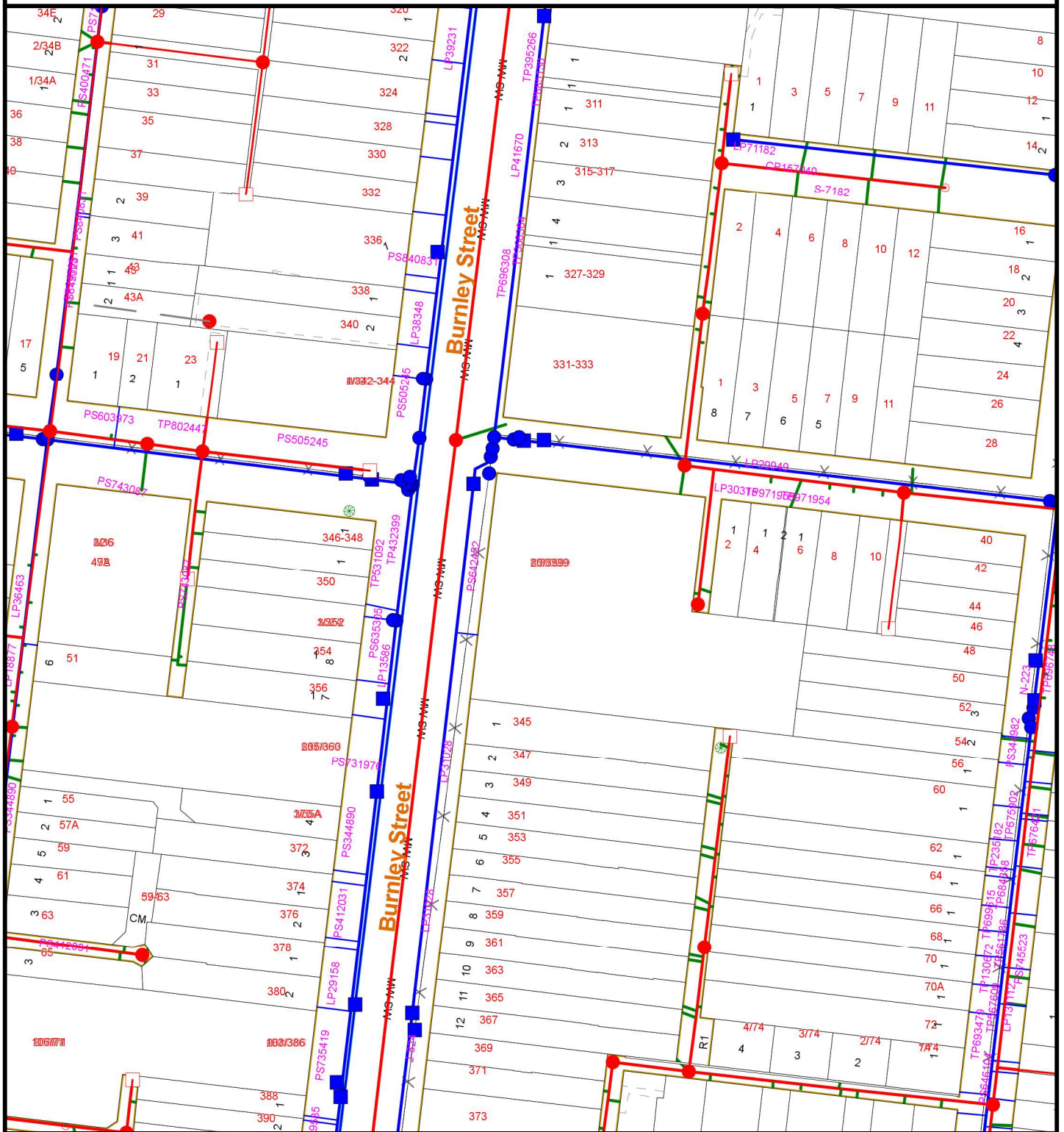
INFORMATION STATEMENT PLOT

Address :

UNIT 108/339 BURNLEY STREET RICHMOND VIC 3121

Reference :

PID000438202



Scale 1:1000
Printed on : 11/08/2025

Water Main DOES NOT traverse property
Sewer Main DOES NOT 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.

11 August 2025

Landata
Victoria (Serv)
LOCKED BAG 20005
MELBOURNE Vic 3001

Council Reference: wBC25/02223
Your Reference: Loftus & Elderton
Agent Reference: 77722346-020-0
Address: 108/339 Burnley 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
6956715203146/0	2021-09-23	B502 - Rectification of Cladding Works	03/10/2022
6956715203146/0	2022-07-20	B502 - Rectification of Cladding Works- Amendment	03/10/2022
6956715203146	2022-08-09	B502 - Rectification of Cladding Works - Amendment #2	03/10/2022

Details of any current Notice, Order, Statement or Certificate issued under Building Act 1993 or Building Regulations 2018:

Notices:

No record of any outstanding Notices is held by Councils Building Department

Orders:

No record of any outstanding Orders is held by Councils Building Department

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

11 August 2025

Victoria (Serv)
LOCKED BAG 20005
MELBOURNE Vic 3001



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

Dear Landata

Council Reference: wBC25/02222
Your Reference:
Agent Reference: 77722346-022-4
Address: 108/339 Burnley St Richmond

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.

51. The property is not in an area which is liable to flooding within the meaning of Building Regulation 153.

Advisory Note-

Council have undertaken a review of flood levels in 2024, pursuant to Reg 153 only, and have determined that your property will be in an area liable to flooding and records will be changed once formally designated by Council. Please contact Yarra Building Services to obtain the flood level and minimum floor level if you wish to incorporate this into your design.

We apologise that we cannot provide any information pertaining to Reg 154, at this stage. The City of Yarra is working with Melbourne Water to obtain accurate updated flood mapping for our Municipality. Therefore, we recommend that you apply directly to Melbourne Water to obtain information on whether the property is subject to Reg 154 (3) of the Building Regulations and whether it's subject to Regulations 153 (6)(a) of the Building Regulations.

The property is not in an area which is:

- designated under *Building Regulation 150* as an area in which buildings are likely to be subject to infestation by termites.
- a designated bush fire prone area determined under *Building Regulation 155*.
- an area determined under *Building Regulation 152* likely to be subject to significant snowfalls.

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 a penalty of \$500.00. 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 result in penalties up to \$1,652.20.

Owners or purchasers of residential properties are to ensure that smoke alarms exist and that failure to do so can result in a penalty of \$500.00. 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 on designated land or works.

This property may not be eligible to receive a Parking Permit.

In 2003 Council introduced a policy to ease the pressure on street parking. New developments that increase the density (e.g dual occupancies) are not eligible for parking permits. Developers either have to provide off-street parking or the property is sold without the provision of a parking permit. For further information please contact Parking Services on 9205 5255.

Yours sincerely,

Yarra Building Services

Property Clearance Certificate

Land Tax



CLAIRE KENNA

Your Reference:	LD:77722346-014-9.LOFTUS &
Certificate No:	92677536
Issue Date:	11 AUG 2025
Enquiries:	ESYSPROD

Land Address: UNIT 108, 339 BURNLEY STREET RICHMOND VIC 3121					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
40432508	108	642452	11409	306	\$0.00
Vendor: JANETTE ELDERTON & GEOFFREY LOFTUS					
Purchaser: NOT KNOWN					
Current Land Tax	Year Taxable Value (SV)		Proportional Tax	Penalty/Interest	Total
MR GEOFFREY LLOYD LOFTUS	2025		\$85,000	\$333.87	\$0.00

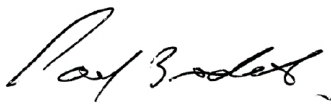
Comments: Land Tax of \$333.87 has been assessed for 2025, an amount of \$333.87 has been paid.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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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):	\$85,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 92677536

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 = \$500.00

Taxable Value = \$85,000

Calculated as \$500 plus (\$85,000 - \$50,000) 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



Billers Code: 5249
Ref: 92677536

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: 92677536

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



CLAIRE KENNA

Your Reference: LD:77722346-014-9.Loftus & Eld

Certificate No: 92677536

Issue Date: 11 AUG 2025

Enquires: ESYSPROD

Land Address: UNIT 108, 339 BURNLEY STREET RICHMOND VIC 3121

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40432508	108	642452	11409	306	\$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:	\$85,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 92677536

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 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)

3. 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.
4. 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

5. 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.
6. 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

7. 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

8. 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

9. 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

10. 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

11. 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

12. 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).
13. 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.
14. 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.
15. 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



CLAIRE KENNA

Your Reference:	LD:77722346-014-9.LOFTUS & ELD
Certificate No:	92677536
Issue Date:	11 AUG 2025

Land Address: UNIT 108, 339 BURNLEY STREET RICHMOND VIC 3121

Lot	Plan	Volume	Folio
108	642452	11409	306

Vendor: JANETTE ELDERTON & GEOFFREY LOFTUS
Purchaser: NOT KNOWN

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.

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 92677536

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

<div><div><div>BPAY</div><div></div></div><div><div>Billers Code: 416073</div><div>Ref: 92677533</div></div></div> <div><div>Telephone & Internet Banking - BPAY®</div><div>Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account.</div><div>www.bpay.com.au</div></div>	<div><div><div>CARD</div><div></div></div><div><div>Ref: 92677533</div></div></div> <div><div>Visa or Mastercard</div><div>Pay via our website or phone 13 21 61.</div><div>A card payment fee applies.</div><div>sro.vic.gov.au/payment-options</div></div>	<div><div>Important payment information</div><div>Windfall gains tax payments must be made using only these specific payment references.</div><div>Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.</div></div>
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**** Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Claire Kenna
17/31 Queen Street
MELBOURNE 3000

Client Reference: Loftus & Elderton

NO PROPOSALS. As at the 11th August 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 108 339 BURNLEY STREET, RICHMOND 3121
CITY OF YARRA

This certificate is issued in respect of a property identified above. VicRoads expressly disclaim liability for any loss or damage incurred by any person as a result of the Applicant incorrectly identifying the property concerned.

Date of issue: 11th August 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 77722346 - 77722346142229 'Loftus & Elderton'

Extract of EPA Priority Site Register

Page 1 of 2

PROPERTY INQUIRY DETAILS:

STREET ADDRESS: Unit 108 339 BURNLEY STREET

SUBURB: RICHMOND

MUNICIPALITY: YARRA

MAP REFERENCES: Melways 40th Edition, Street Directory, Map 2H Reference E10

Melways 40th Edition, Street Directory, Map 2H Reference E9

Melways 40th Edition, Street Directory, Map 44 Reference H11

DATE OF SEARCH: 11th August 2025

ACKNOWLEDGMENT AND IMPORTANT INFORMATION ABOUT THE PRIORITY SITES REGISTER AND THIS EXTRACT:

A search of the Priority Sites Register for the above map reference(Melways), corresponding to the street address provided above, has indicated there is no Priority Site within the same map reference based on the most recent file provided to LANDATA by the Environment Protection Authority, Victoria (EPA).

The Priority Sites Register is not an exhaustive or comprehensive list of contaminated sites in Victoria. A site should not be presumed to be free of contamination just because it does not appear on the Priority Sites Register. Persons intending to enter into property transactions should be aware that EPA may not have information regarding all contaminated sites. While EPA has published information regarding potentially contaminating land uses, local councils and other relevant planning authorities may hold additional records or data concerning historical land uses. It is recommended that these sources of information should also be consulted in addition to this Extract.

Prospective buyers or parties to property transactions should undertake their own independent investigations and due diligence. This Extract should not be relied upon as the sole source of information regarding site contamination.

To the maximum extent permitted by law:

- Neither LANDATA, SERV nor EPA warrants the accuracy or completeness of the information in this Extract. Any person using or relying upon such information does so on the basis that LANDATA, SERV and EPA assume no liability whatsoever for any errors, faults, defects or omissions in the information in this Extract. Users are advised to undertake independent due diligence and seek professional advice before relying on this information
- Users of this Extract accept all risks and responsibilities for losses, damages, costs or other consequences resulting directly or indirectly from reliance on the information in this Extract or any related information; and
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For sites listed on the Priority Sites Register, copies of the relevant Notices, including reasons for issuance and associated management requirements, is available on request from EPA through the contact centre via 1300 EPA VIC (1300 372 842). For more information relating to the Priority Sites Register, refer to the EPA website at: <https://www.epa.vic.gov.au/for-community/environmental-information/lan>

Extract of EPA Priority Site Register

[d-groundwater-pollution/priority-sites-register](#)

Claire Kenna

From: Nadia Vynogradova <nadia.vynogradova@bluestoneocm.com.au>
Sent: Tuesday, 19 August 2025 8:01 AM
To: Claire Kenna
Cc: Bluestone OCM
Subject: RE: OCC - Lot 108, 339 Burnley Street, RICHMOND
Attachments: OCC.pdf; Blank Copy of Car Stacker Licence between seller and purchaser
RIC335BUR CAR STACKERS LICENCE AGREEMENT.pdf; RIC335BUR CAR PARK PLAN
Master Diagram131202.pdf; RIC335BUR Klaus Car Stacker Service Agreement
180405.pdf; Induction Invitation.pdf

Good morning, Claire
Thanks for reaching out.

We can't locate an executed licence agreement on our files specifically for Lot 108. It is not uncommon for these agreements not to be passed on by the developer or a prior OC management company when transferring OC management.

The licences agreement authorities were resolved at the Inaugural AGM.

I have attached the blank agreement on which all the car stacker licences are based and the car park map to identify the Lot/s relevant information.

Once settlement has taken place, the conveyancer can arrange for the relevant information to be inserted into the blank sample agreement (pdf page 9 – signature page) and send this back to us with the full details including the name and email of the new owner (and the details of their witness name and email) and we will arrange for the schedule to be executed by the new lot owner and the Owners Corporation via DocuSign. This must be accompanied by the certificate of Title or Notice of Acquisition.

The new owner will need to be inducted by the car stacker maintenance company for use. Car stacker agreement with maintenance contractor and the OC is also attached.

I hope this assists.

Please reach out should you have any questions or concerns related to the above.

Thanks & kind regards,

Nadia Vynogradova

Owners Corporation Manager

Bluestone OCM Pty Ltd | Level 3, 312 St Kilda Road, Melbourne VIC 3004

Office: +61 (3) 8535 2770 | Email: nadia.vynogradova@bluestoneocm.com.au

Website: www.bluestoneocm.com.au

For after-hours common area emergency maintenance, please call: 1300 258 963



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responsibility for changes made to this message after it was sent. Whilst all care is taken, Bluestone OCM Pty Ltd does not guarantee that the communication is free of errors, virus, interception or interference and the recipient should check this email and attachments for viruses. This notice should remain intact.

From: Claire Kenna <claire@clairekenna.com.au>
Sent: Friday, 15 August 2025 7:39 AM
To: Bluestone OCM <info@bluestoneocm.com.au>
Subject: OCC - Lot 108, 339 Burnley Street, RICHMOND

Good morning

I received the attached owners corporation certificate yesterday. The certificate refers to carstacker licences, which I am instructed includes my clients' lot. Do you have a copy of the my clients' fully signed licence in your file? My clients can locate a cover letter relating to the licence agreement, but not the actual agreement itself.

Kind regards
Claire

Claire Kenna
LAWYER

Level 17, 31 Queen Street
Melbourne VIC 3000
phone: +61 (3) 9020 2054
mobile: +61 422 861 477
fax: +61 (3) 8678 1269
email: claire@clairekenna.com.au

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TRANSFERRING MONEY?
Call and **verify** before you pay

Car Park Licence

Owners Corporation 1 on Plan PS642452G

(Licensor)

and

(Licensee)

Premises: Car Park No.

Car Stacker Key No.

339 Burnley Street, Richmond, Victoria

K&L Gates

Melbourne office

Ref: MMCK.JTL.10031486

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Car Park Licence

Date – refer to signing page

Parties

1. The person whose name and address appears in Item 1 of the Schedule (**Licensor**)
2. The person whose name and address appears in Item 2 of the Schedule (**Licensee**)

Background

- A. The Licensee has purchased the Lot on the Plan of Subdivision described in Schedule 1 as the Lot.
- B. The Licensee requires the use of that part of the common property on the Plan of Subdivision described in clause 1.1 as the Car Parking Area.
- C. The Licensee requires the use of that part of the common property on the Plan of Subdivision in Schedule 1 as the Car Park space.
- D. The Licensor has exercised its powers under the Owners Corporations Act 2006 by granting a licence of the Car Parking Area to the Licensee subject to the terms and conditions contained in this Licence.

Agreed terms

1. Definitions and Interpretation

1.1 Definitions

In this Licence:

Authorised Users means the Licensee and its employees agents and invitees;

Building means the building on the Plan of Subdivision described in Item 3 of Schedule 1;

Business Day means any day that is not a Saturday, Sunday or public holiday in Victoria;

Car means a motor vehicle not more than five metres in length and not more than two metres in height and any other vehicle from time to time approved in writing by the Licensor;

Car Parking Area means that part of the Building highlighted red and shown as Common Property No. 1 on the Plan of Subdivision;

Car Park Plan means the plan attached to Schedule 2;

Car Park Space means the space/s referred to in Item 5 of Schedule 1;

Car Stacker means an approved mechanized parking system to increase the car storage capacity of the Car Park Space and allowing for independent removal of any Car on the system;

Licence Fee means the amount payable for the Car Park Space referred to in Item 6 of Schedule 1;

Lot means the Lot referred to in Item 4 of Schedule 1;

Plan of Subdivision means Plan of Subdivision PS642452G; and

Term means the period for which the rights granted by this Licence are available to the Licensee as specified in Item 6 of Schedule 1.

1.2 Interpretation

In this Licence, unless the context requires otherwise:

- (a) Words importing natural persons shall include corporations and vice versa.
- (b) Words importing the singular number shall include the plural number and vice versa.
- (c) Words importing one gender shall include the other genders.
- (d) If more than one person comprises any party hereto all of the covenants agreements and provisions of this Licence on the part of that party to be paid performed and observed have been entered into and are binding upon each such person both jointly and severally.

2. Grant of Licence

- (a) The Licensors grants to the Licensee and its Authorised Users a non-exclusive Licence on the terms and conditions set out in this Licence to park 1 car in the Car Park Space.
- (b) The Licensee will access the Car Park Space for the purpose of depositing or withdrawing a Car, via the Car Parking Area immediately adjacent to the column in which the Car Park Space is shown on the Car Park Plan ("the Relevant Column").
- (c) The Licensee and the Licensors acknowledge that the position of the Car Park Space is shown on the Car Park Plan when the vacant space is positioned at the ground level on the South East corner of the Car Stacker as shown on the Car Park Plan. The parties acknowledge that the position of the Car Park Space will change within the Car Stacker as the position of the vacant space is changed.
- (d) The Licensee acknowledges that, and consents to, the Car Park Space being moved within the Car Stacker to allow the storage of and access to other cars within the Car Stacker, however access to the Car Park Space will always be via the Relevant Column.

3. Term

This Licence is granted for the Term beginning on the Commencement Date and will continue for the Term unless terminated by either party in accordance with this Licence.

4. Licence Fee

Upon execution of this Licence, the Licensee shall pay to the Licensors the Licence Fee specified in Item 7 of Schedule 1.

5. Rights Included

The rights granted by this Licence shall include any necessary rights of ingress and egress through the Car Parking Area for the purpose of driving a car to and from the Car Park Space in which the driver then has the right to park it.

6. Relocation of the Car Park Space(s)

The Licensor may at any time and from time to time by giving to the Licensee written notice change the location of any space provided that any Car Park Space so changed continues to be within the Car Parking Area.

7. Licensor's Obligations

During the Term the Licensor will:

- (a) keep and maintain the surface of the Car Park Spaces in reasonable condition. The Licensor will not have any obligation to the Licensee as a result of any defect in the condition of the surface of the Car Park Spaces or any reasonable delay on the part of the Landlord in rectifying any such defect;
- (b) take all reasonable steps to ensure that the Licensee has quiet enjoyment of the Car Park Spaces;
- (c) maintain the Car Park Spaces and the Car Stacker in good repair and condition except to the extent that the Licensee is required to do so under this Lease.

8. Limitation of Liability

- (a) The Licensor may without incurring any liability, close from time to time the Car Park Area and prevent any person from gaining access to the Car Parking Area, if there is an emergency (threatened or actual).
- (b) The Licensor shall not be liable or responsible to the Licensee for any interference with the rights granted under this Licence caused by or resulting from any matter beyond the control of the Licensor nor in respect of any injury damage or loss to or claimed from the Licensee as the result of the exercise or attempted exercise by the Licensee or its Authorised Users of any of the rights granted under this Licence.

9. Indemnity

The Licensee will indemnify and keep the Licensor indemnified from and against all claims actions suits damages and injuries that may occur or arise out of the exercise or attempted exercise by the Licensee or its Authorised Users of the rights granted under this Licence or the use of any Car Park Space the access to it or any other part of the Building by the Licensee or its Authorised Users.

10. Licensee's Obligations

The Licensee agrees with the Licensor:

- (a) Not to cause or permit or suffer to be caused any nuisance or annoyance to other users of the Car Parking Area or to members of the Licensor or the occupiers of any other lots on the Plan of Subdivision and generally to have due regard to the legitimate rights and interests of other users of the Car Parking Area;

- (b) Not to use or permit to be used the Car Park Space for any purpose other than for parking one (1) Car in each Car Park Space.
- (c) Not to park or permit the parking of Cars in any portion of the Car Parking Area other than within limits of the Car Park Spaces designated from time to time by the Licensor and will not use or obstruct the use of any other parts of the Car Parking Area or the entrance or approaches to any other Car Park Space in the Car Parking Area;
- (d) Not to carry on or permit to be carried on any business on the Car Park Space other than in conjunction with the use of the lots on the Plan of Subdivision.
- (e) To ensure that none of the Cars exceed a total weight of 500 kilograms per square metre.
- (f) Not to permit any mechanical work or cleaning to be conducted on any Car standing in a car parking bay without prior consent of the Licensor.
- (g) Not to store or keep in any part of the Car Parking Area or upon or in any Car any petrol or any flammable fuel except as is contained in petrol tanks of the Car and not to permit the spillage or leakage of oil grease or petrol onto any part of the Car Parking Area from any Car owned by the Licensee or its Authorised Users and not to throw any rubbish upon or in any way litter the Car Parking Area and if any spillage or leakage occurs the Licensee shall as soon as practicable at its expense clean up, such spillage or leakage.
- (h) To comply with the lawful and reasonable directions of the Licensor or its agents and to observe all notices relating to the Car Parking Area.
- (i) To indemnify and keep the Licensor indemnified:
 - (i) against all claims for accident or injury to persons or property occurring in the Car Parking Area or the approaches to it by reason of the negligence of the Licensee or any Authorised User;
 - (ii) against any loss which may be suffered by the Licensor by reason of the use by the Licensee or any Authorised User of the Car Park Space or a Car or any other vehicle in the Car Parking Area and to pay on demand to the Licensor the total cost to the Licensor of cleaning or repairing any damage to the Car Parking Area or to the Building or otherwise incurred by the Licensor caused by such use.
- (j) Upon termination of the Licence the Licensee will promptly remove all Cars from the Car Parking Area and if it fails to do so the Licensor shall be entitled to do so and such removal shall be deemed to be done with the full authority of an agent for and at the risk and cost of the Licensee.

11. Mutual Covenants

It is hereby agreed and declared as follows:

- (a) In the absence of any wilful or negligent act or omission on the part of the Licensor the Licensor shall not be responsible for:
 - (i) any damage to any Car or other vehicle while entering or leaving or in the Car Parking Area including whilst being moved by an employee agent or contractor of the Licensor;

- (ii) any theft of any Car or other vehicle in the Car Parking Area or for the theft of any of the parts equipment or contents of or anything in or on such Car or other vehicle;
 - (iii) any injuries which the Licensee or any of its Authorised Users may sustain whilst in or about the Car Parking Area.
- (b) Subject to sub-clauses 2(c) and 2(d), if any Car is parked by the Licensee or its Authorised User in the Car Parking Area other than in the position designated by the Licensor the Licensor may immediately determine this Licence and in which event any rights the Licensee may have under this Licence shall be terminated.
- (c) The Licensor accepts no responsibility for ensuring that any Car Park Space is available but will use all reasonable endeavours to have any Car Park Space available for parking as soon as possible.

12. No Estate or Interest

This Licence does not confer upon the Licensee any estate or interest in any part of the Car Parking Area or the Building.

13. Assignment

- (a) This Licence will continue for the Term and only for such time as the Licensee is the registered proprietor of the Lot.
- (b) In the event that the Licensee sells the Lot, this Licence must be assigned to the purchaser of the Lot with the consent of the Licensor provided that the Licensee first obtains from the purchaser an acknowledgement in writing that the purchaser agrees to be bound by the terms of this Licence and then forwards a copy of that acknowledgement to the Licensor.
- (c) This Licence is not assignable except in accordance with Clause 13(b).

14. Termination

This Licence shall terminate if the Licensee is in breach of any of the covenants set out in Clause 11 provided that the breach has continued for a period of one (1) month after the Licensee has received a notice in writing from the Licensor advising the Licensee of the breach and requiring the Licensee to rectify that breach within that period and the Licensee has failed to do so.

15. Costs

The Licensee shall pay the Licensor's legal costs charges and expenses of and incidental to the preparation negotiation and completion of this Licence.

16. Goods and Services Tax

16.1 GST Definitions

For the purpose of this clause 16:

GST means GST within the meaning of the *GST Act*.

GST Act means the *A New Tax System (Goods and Services Tax) Act 1999 (as amended)*.

Expressions set out in italics in this clause bear the same meaning as those expressions in the *GST Act*.

The Licensee warrants that it is registered or required to be registered.

16.2 Amounts otherwise payable do not include GST

To the extent that a party makes a taxable supply in connection with this Licence except where express provision is made to the contrary, and subject to this clause 16.2, the consideration payable by a party under this Licence represents the value of the taxable supply for which payment is to be made.

16.3 Liability to pay GST

Subject to clause 16.4, if a party makes a taxable supply in connection with this Licence for a consideration which, under clause 16.2, represents its value, then the party liable to pay for the taxable supply must also pay, at the same time and in the same manner as the value is otherwise payable, the amount of any GST payable in respect of the taxable supply.

16.4 Tax invoice

A party's right to payment under clause 16.3 is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.

Schedule 1

Item 1:	Licensors	
		Owners Corporation number 1 on Plan of Subdivision PS642452G c/- Strata Plan Pty Ltd of Level 13, 222 Kings Way, South Melbourne, Victoria 3205
Item 2:	Licensee	
		##
Item 3:	Building	
		The building situated at 339 Burnley Street, Richmond, Victoria 3121.
Item 4:	Lot	
		Lot ### on the Plan of Subdivision.
Item 5: (clause 2)	Car Park Space	
		Car park space ## as shown on the Car Park Plan and subject to sub-clauses 2(c) and 2(d).
Item 6: (clause 3)	Term	
		199 years commencing on and from the Commencement Date.
Item 7: (clause 4)	Licence Fee	
		\$1.00 for the duration of the Term .
Item 8:	Commencement	Date
		17/04/2013
Item 9:	Expiry Date	
		199 years from the Commencement Date

Executed as a Deed on the day of 2018

The Common Seal of Owners Corporation)
No. 1 Plan PS642452G was affixed and)
 witnessed by and in the presence of persons)
 who declare they are Lot Owners of separate)
 lots and members of the Owners Corporation or)
 by a director of a corporation that is a Lot Owner)
 in accordance with section 20 and 21 of the)
 Owners Corporations Act 2006:)

.....
 Signature of witness

.....
 Signature of witness

.....
 Name (please print)

.....
 Name (please print)

.....
 Position and/or lot (please print)

.....
 Position and/or lot (please print)

Signed by (Licensee Name) in the presence of:

.....
 Signature of witness

.....
 (Licensee Name)

.....
 Name of witness
 (please print)

.....
 (Licensee Name)

.....
 Usual residential address including postcode

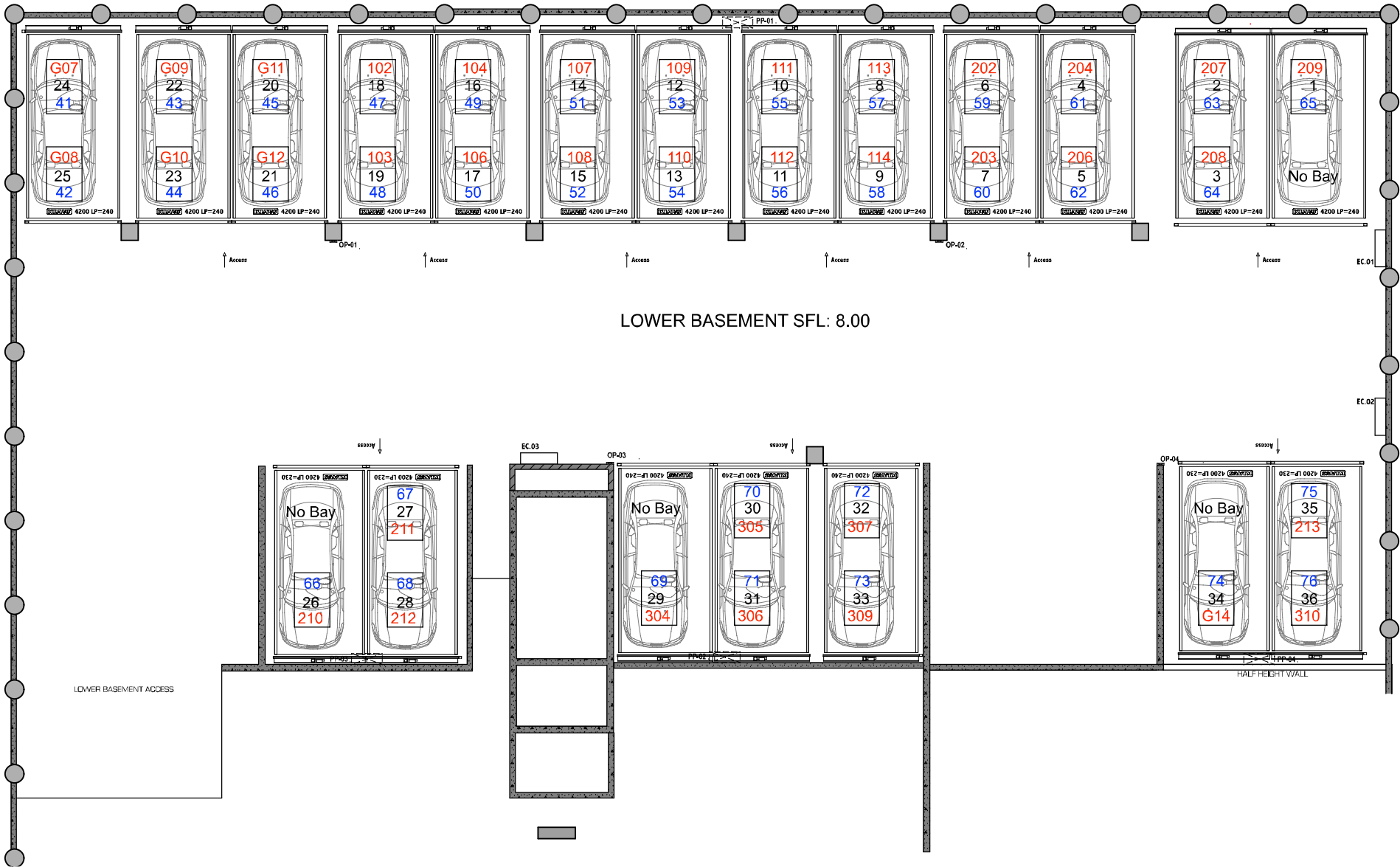
Schedule 2

Car Park Plan

Car Park No ... Blue

Car Stacker Key No ... Black

Lot Number ... Red



KLAUS MULTIPARKING SYSTEM SERVICE AND MAINTENANCE AGREEMENT

NO 309

BETWEEN

THE CUSTOMER	PS642452G c/- Strata Plan Pty Ltd
ABN	
ADDRESS	Level 13, 222 Kings Way South Melbourne VIC 3205

(herein referred to as the "Customer")

AND

KLAUS	Klaus Multiparking ANZ Pty Ltd ABN 82 611 130 020
ADDRESS	414-426 Lower Dandenong Rd Braeside VIC 3195

(herein referred to as "Klaus")

The Parties agree that Klaus will provide regular servicing and maintenance of the following Car Parking System on the terms and conditions set out below:

A.	Site:	Burnley St (335-343) Richmond VIC 3121
B.	Car Parking System ("System"):	TV4200
C.	Number of Car Parking Spaces in System and Details:	36
D.	Special Conditions	Standard Agreement Replacement of operating panel that was missing at the time of signing.
E.	Commencement Date	31/05/18

Customer Contact Details

PRIMARY CONTACT	Name: FM Manager	Ph: 1300 278 728
	Email: fm@strataplan.com.au	
BILLING CONTACT	Name: SP Accounts	Ph: 1300 278 728
	Email: spaccounts@strataplan.com.au	
SITE ACCESS DETAILS	Please provide any site-specific instructions to gain access to the car stackers. Include any key safe codes, door codes, if we need to obtain keys etc.	

SIGNED for and on behalf of the Customer by its duly authorised representative:

Signature of authorised representative

Adrinell Rovillos

Name of authorised representative

SIGNED for and on behalf of Klaus by its duly authorised representative:

Signature of Manager

Anuradhra Weerakoon

Name of Manager

By signing these Contract Details the signatory, for and on behalf of the Customer (except in relation to item 1 below):

1. **permits / does not permit** (strike one) Klaus to attend Breakdown Call Out Service calls from the Operator and Users of the System and to treat such calls as being made directly by the Customer under the Terms and Conditions of this Contract wherein the Customer acknowledges and agrees to pay Klaus the relevant Breakdown Services Fees listed in the Fee Schedule attached hereto. For the purpose of clarification, the Customer agrees it is obligated to pay Klaus the Breakdown Services Fee even if the Customer has not directly requested the Breakdown Call Out Service, provided the Breakdown Call Out Service was requested by an Operator or User of the System and Klaus provided the Breakdown Call Out Service. **Please note if you do not strike through 'permit / do not permit' you will be deemed to have struck through 'does not permit' and agreed to 'permit';**
2. acknowledges and agrees that these Contract Details, along with the Fee Schedule, Terms and Conditions and Annexure attached to these Contract Details (**Contract**), will bind the Customer and govern and be applicable to the supply of certain services and goods set out therein by Klaus to the Customer;
3. acknowledges and warrants that it has read and understood all of the documents comprising the Contract (including the attached Fee Schedule, Terms and Conditions and Annexure) and that it has been advised and been given a reasonable opportunity to seek independent legal advice; and

acknowledges and warrants that it is authorised on behalf of the Customer to complete and sign these Contract Details and to bind the Customer in contract

FEES SCHEDULE

A. Schedule of Fees and Applicable Rates:

System Service Program Fee (Total Annual Cost)	\$ AUD 10,440.00	+ GST
Price per Car Space:	\$ AUD 290.00	+ GST
<ul style="list-style-type: none"> - Onsite support between 8:00am-5:00pm Mon-Fri - Klaus Warranty for any system faults - 3-4 Hour turnaround for callouts - 2 Services per year every 6 months - 24 Hour phone support - Priority for callouts over uncontracted sites - Reduced Rates for user-fault callouts - Reduced rates for inductions 		

B. Breakdown Service Fees / Additional Fees:

Products/Services	Standard
Fob retrieval	\$120.00
Day time call out (first half an hour)	\$120.00
Day time call out (every half hour after first half hour)	\$55.00
After hours' call out (first half an hour)	\$250.00
After hours' call out (every half hour after the first half hour)	\$75.00
Site access (first half hour)	\$75.00
Site access (every half hour after the first half hour)	\$55.00
Induction (During Hours)	\$70.00
Induction (After hours between 5:00pm-9:30pm)	\$250.00
Induction Cancellation/Rescheduling Fee	\$70.00
Remote replacement	\$200.00
Fob replacement	\$150.00
Metal Key Replacement	\$40.00

Terms & Conditions

The Parties agree that the Terms and Conditions appearing on the following pages form part of this Contract and the regular servicing and maintenance of the System which is provided under the Contract.

1. Defined Terms

- 1.1 Terms in bold are defined in this Contract and have the following meanings:
- 1.1.1 **Additional Services Fees** means the fees set out at item B of the Fee Schedule, as adjusted in accordance with clause 9.
 - 1.1.2 **Breakdown Call Out Service** has the meaning given to it in clause 4.1
 - 1.1.3 **Breakdown Services Fee** means the fees set out in item B of the Fee Schedule, as adjusted in accordance with clause 9.
 - 1.1.4 **Business Hours** means 8:00am – 5:00pm Monday to Friday other than a public holiday in Victoria, Australia or the State in which the Site is located.
 - 1.1.5 **Confidential Information** means all information disclosed by Klaus to the Customer and includes this Contract and the fees payable under this Contract but excludes information that:
 - (a) is public knowledge or becomes available to the Customer from a source other than Klaus (otherwise than as a result of a breach of confidentiality); or
 - (b) is rightfully known to, or in the possession or control of the Customer and not subject to an obligation of confidentiality in accordance with the terms of this Contract.
 - 1.1.6 **Contract** means this contract and includes these Terms and Conditions, the Contract Details, Fee Schedule and Annexure.
 - 1.1.7 **Contract Details** means the schedule attached to the front page of this document titled 'Contract Details' and executed by the Parties.
 - 1.1.8 **CPI** means the Consumer Price Index - weighted average of eight capital cities (All Groups), as published by the Australian Bureau of Statistics or the index officially substituted for it.
 - 1.1.9 **Emergency** means a serious, unexpected and dangerous situation causing imminent risk of significant injury, harm or damage to persons or property arising from the malfunction of the System and requiring immediate action by Klaus but does not include inconveniences or incidental delays caused to the Customer, Operator or User such as any delay to the User's ability to access their car from the System.
 - 1.1.10 **Fee Schedule** means the schedule attached to the front page of this document titled 'Fee Schedule'.
 - 1.1.11 **Force Majeure Event** means any event arising from, or attributable to, acts, events, omissions or accidents which are beyond the reasonable control of a party including any fire, failure or shortage of power supplies or raw ingredients, abnormally inclement climate or weather conditions, flood, lightning, storm, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, riot, disease, civil commotion, insurrection, political instability, armed conflict, war, terrorist action, strike or other labour difficulty or shortage, unavailability of transport providers, failure or inability to obtain any licence or the threat of any of the foregoing.
 - 1.1.12 **Insolvency Event** means, in relation to a body corporate, a liquidation or winding up or the appointment of a voluntary administrator, receiver, manager or similar insolvency administrator to that body corporate or any substantial part of its assets; in relation to an individual or partnership, the act of bankruptcy, or entering into a scheme or arrangement with creditors; in relation to a trust, the making of an application or order in any court for accounts to be taken in respect of the trust or for any property of the trust to be brought into court or administered by the court under its control; or the occurrence of any event that has substantially the same effect to any of the preceding events.
 - 1.1.13 **Intellectual Property Rights** means any and all intellectual and industrial property rights anywhere in the world, including but not limited to the rights comprised in any patent, copyright, design, trade mark, plant breeders rights, eligible layout or similar right whether at common law or conferred by statute, rights to apply for registration under a statute in respect of those or like rights and rights to protect trade secrets and know how, throughout the world for the full period of the rights and all renewals and extensions.
 - 1.1.14 **Loss** means any loss, liability, cost, expense, damage, charge, penalty, outgoing or payment however arising, whether present, unascertained, immediate, future or contingent.
 - 1.1.15 **Manufacturer** means Klaus Multiparking GmbH.
 - 1.1.16 **Operator** has the meaning given to it in clause 4.1.
 - 1.1.17 **Parties** means the parties to this Contract, namely, Klaus and the Customer.
 - 1.1.18 **Site** means the location at which the Customer's System is located, as set out in item A of the Contract Details.
 - 1.1.19 **Special Conditions** mean the special conditions set out in item D of the Contract Details (if any).
 - 1.1.20 **System** means the Klaus Car Parking System described in item B of the Contract Details.
 - 1.1.21 **System Servicing Program** means the services set out in the Annexure to this Contract.
 - 1.1.22 **System Service Program Fee** means the fees set out in item A of the Fee Schedule, as adjusted in accordance with clause 9.
 - 1.1.23 **User** has the meaning given to it in clause 4.1.
- 1.2 In this Contract:
- 1.2.1 the singular includes the plural and vice versa;
 - 1.2.2 the word person includes a firm, a body corporate, an unincorporated association, body or organisation established pursuant to international treaty, intergovernmental body, or government authority and other official authority;
 - 1.2.3 a reference to a document or legislation includes a reference to that document or legislation as varied, amended, novated or replaced from time to time;
 - 1.2.4 a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and permitted assigns;
 - 1.2.5 headings are inserted for convenience and do not affect the interpretation of this Contract;

1.2.6 no provision will be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Terms or the inclusion of the provision in the Terms; and

1.2.7 unless otherwise provided, all monetary amounts are in Australian dollars and a reference to payment means payment in Australian dollars.

2. Term

2.1 This Contract commences on the last date it is executed by the Parties (**Commencement Date**).

2.2 This Contract terminates on the date that is 5 years after the Commencement Date (**End Date**), subject to clauses 2.3 and 2.4.

2.3 This Contract will automatically renew for a further period of 12 months unless either Party gives notice in writing to the other Party to terminate the Contract no less than 3 months before the End Date. The Parties acknowledge and agree there is no limitation on the number of times the Contract may be extended under this clause.

2.4 Klaus may terminate this contract by giving 3 month's written notice to the Customer at any time.

3. System Services Program

3.1 Klaus shall complete the System Servicing Program for the Customer's System at the Site twice per 12-month period at approximately six monthly intervals during the term of this Contract in consideration for the Customer paying to Klaus the System Service Program Fee.

3.2 The Customer agrees to pay Klaus the System Servicing Program Fee each year in advance for the duration of this Contract, as follows:

3.2.1 for the first year of the Contract, within 14 days of executing the Contract; and

3.2.2 within 14 days of each yearly anniversary of the commencement of this Contract

3.3 Klaus shall complete the System Servicing Program for the System during Business Hours unless the Parties agree to a different time.

3.4 The Customer acknowledges and agrees that the System Servicing Program contains an exhaustive list of the services to be provided by Klaus under this Contract and its obligations in respect of the servicing of the System pursuant to this Contract, subject to any Breakdown Call Out Service or Additional Services which Klaus may provide. The Customer acknowledges and agrees that Klaus may charge the Customer additional amounts for:

3.4.1 any services or repairs provided by Klaus which are not listed in the System Servicing Program (**Additional Works**); and

3.4.2 any parts or components required to service, maintain or repair the System (**Additional Parts**).

3.5 Before providing any:

3.5.1 Additional Works which, in Klaus' reasonable opinion, it expects the fees to exceed the amount of \$500.00 + GST; or

3.5.2 Additional Parts,

Klaus will provide to the Customer a work order which sets out a quote for the fees it expects to charge for the Additional Works or Additional Components and will only provide the Additional Works or Additional Parts if the Customer has accepted the work order.

3.6 The Customer agrees to provide Klaus with access to the System at this Site to allow Klaus to carry out the System Service Program. The Customer further agrees to supply Klaus with access to all utilities, including electricity and water, free of charge, required to complete the System Servicing Program and otherwise carry out its obligations under this Contract.

3.7 The Customer must ensure that the System is clear of all hazards and obstacles, including vehicles and other foreign objects at all times which Klaus is undertaking the System Servicing Program. The Customer's failure to provide Klaus with clear access to the System may result in Klaus rescheduling the System Servicing Program to an alternate time and date, at its sole discretion and Klaus shall not be in breach of this Contract as a result of any delay to perform the System Servicing Program resulting from such rescheduling. The Customer agrees any services provided as a result of a delay or rescheduling of the System Service Program where the Customer fails to provide clear access to the System shall be deemed to be a Breakdown Call Out Service and the Client agrees to pay Klaus the Breakdown Services Fee in respect of the provision of such services.

4. Breakdown Call Out Service

4.1 For the purposes of this Contract '**Breakdown Call Out Service**' means any inspection, maintenance and repair services provided by Klaus at the Site in respect of the System at the request of either the Customer, the operator of the car park at which the System is located (**Operator**) or a user of the System (**Users**), to rectify, resolve or fix any damage, breakdown or malfunction of the System which has been caused by any reason, including without limitation faults caused by the Customer, Operator or Users of the System and which is not otherwise provided as part of the regular System Servicing Program. The following is a non-exhaustive list of what constitutes Breakdown Call Out Service:

4.1.1 damage or vandalism to the System, a parking space, parts or components of the System which is caused by any person other than Klaus;

4.1.2 any damage, breakdown or malfunction of the System caused by incorrect use and/or misuse of the System by the Customer, Operator or any User;

4.1.3 loss of a key to the System, including when the key has fallen into the System or pit;

4.1.4 any damage, breakdown or malfunction of the System caused by any act by any person or use of the System by the Customer, Operator or User which is not in accordance with any manual, instructions or directions provided by Klaus or the Manufacturer;

4.1.5 any damage, breakdown or malfunction of the System caused by any act or operation by any person which in the reasonable opinion of Klaus has caused the damage, breakdown or malfunction to the System; and

4.1.6 any malfunction or breakdown of any part, component or equipment which forms part of the System.

- 4.2 Subject to clause 7, Klaus shall provide the Breakdown Call Out Services to the Customer 24 hours a day during each day for the term of this Contract in consideration for the Customer paying the relevant Breakdown Services Fee.
- 4.3 Klaus shall use reasonable endeavours, but is not obliged, to provide the Breakdown Call Out Services within three (3) hours of receiving a request for the Breakdown Call Out Service from the Customer, Operator or User of the System. Klaus reserves the right to only provide Breakdown Call Out Services between 8:00am and 5:00 pm if in the opinion of Klaus, the request by the Customer, Operator or User does not constitute an Emergency.
- 4.4 Where there is an incident (which may include an Emergency) involving the System which has resulted in significant injury, harm or damage to persons or property then the Customer, Operator or User should, if required and before contacting Klaus, contact the relevant emergency services by dialling 000.
- 4.5 The Customer acknowledges and agrees it shall pay the Breakdown Services Fee to Klaus plus the cost of any parts or equipment required to complete the Additional Services within five (5) days of Klaus completing the relevant Breakdown Call Out Service for the System.
- 4.6 Klaus shall keep a record of each Breakdown Call Out Service provided for the System and shall provide to the Customer a copy of these records within 7 days upon the Customer's reasonable written request.

5. Additional Services outside the scope of this Contract

- 5.1 **'Additional Services'** means any services that are not provided by Klaus as part of the System Servicing Program or Breakdown Call Out Services. The following are a non-exhaustive list of such Additional Services, including:
 - 5.1.1 performing work on the power supply line to the System;
 - 5.1.2 engineering and/or installation of safety equipment and modifications in respect of the System;
 - 5.1.3 large scale or exceptional repair work to the System resulting from theft, damage from fire, vandalism or water;
 - 5.1.4 cleaning and maintenance work to which the Customer was responsible for but failed to undertake or complete;
 - 5.1.5 maintenance works on external gates and doors that are not part of the System;
 - 5.1.6 cleaning of car park bays or similar daily maintenance duties;
 - 5.1.7 replacement of hydraulic oil and fluids outside of the scheduled System Servicing Program; and
 - 5.1.8 painting of line marking on the ground to provide guidance for cars on the parking equipment.
- 5.2 The Customer may request Klaus to provide Additional Services and Klaus may decide, in its sole discretion, whether it will perform the Additional Services requested by the Customer.
- 5.3 If Klaus provides Additional Services:
 - 5.3.1 at any time that is not part of a scheduled service pursuant to the System Servicing Program, Klaus shall charge the Customer the relevant Additional Service Fee for the time spent travelling to the Site and completing the Additional Services, plus the cost of any parts or equipment required to complete the Additional Services; or
 - 5.3.2 at the same time as carrying out a scheduled service pursuant to the System Servicing Program, Klaus shall not charge the Customer an Additional Service Fee to travel to the Site, but will charge the Additional Service Fee for time spent to complete the Additional Services, plus the cost of any parts or equipment required to complete the Additional Services.
- 5.4 If, in Klaus' reasonable opinion, it expects the Additional Services Fees for those Additional Services to exceed the amount of \$500.00 + GST Klaus will provide to the Customer a work order which sets out a quote for the Additional Services Fees it expects to charge for the Additional Services and will only provide the Additional Services if the Customer has accepted the work order, but otherwise, the Customer authorises Klaus to complete Additional Services up to the amount of \$500.00 + GST.

6. Access to Site

- 6.1 The Customer hereby expressly authorises and grants to Klaus and Klaus' employees, contractors and representatives an express, irrevocable licence to enter the Site during the term of this Contract for the purpose of carrying out the System Servicing Program, Breakdown Call Out Services and Additional Services.
- 6.2 The Customer is responsible for conducting health and safety risk assessments of the Site and for all aspects of health and safety at the Site and must:
 - 6.2.1 comply with all applicable laws, regulations, codes of practice and guidelines concerning the health, safety and welfare of people at work (**H&S Laws**) including ensuring appropriate consultation with other duty holders under H&S Laws in relation to any work occurring at the Site;
 - 6.2.2 do all things necessary to ensure that its agents, officers, employees and contractors comply with all H&S Laws and reasonable directions provided by the Customer about managing risks to health and safety;
 - 6.2.3 provide Klaus with access to such documentation as may be necessary to establish Klaus' compliance with H&S Laws and the requirements of this Contract; and
 - 6.2.4 provide Klaus with reasonable access to the Site to allow Klaus to monitor the Customer's compliance with the health and safety requirements of this Contract and H&S Laws.
- 6.3 Without limiting clause 6.2, the Customer must eliminate risks to health and safety at the Site so far as is reasonably practicable and, if it is not reasonably practicable to eliminate risks to health and safety, reduce those risks as is reasonably practicable.
- 6.4 The Customer will verbally notify Klaus immediately in the event of:
 - 6.4.1 any incident or injury that occurs involving any of Klaus' employees, contractors or representatives and provide Klaus with copies of any documentation that is created or produced as a result of or relating to such incident or injury, including but not limited to incident reports; and
 - 6.4.2 any notices issued by a regulatory authority about the systems of work and/or plant at the Site relevant to the attendance of any of Klaus' employees, contractors or representatives at the Site.
- 6.5 The Customer indemnifies Klaus for any claim, including in relation to any injury, illness or death, arising out of or in connection with a breach by the Customer of the H&S Laws or this clause 6.

7. Liability

7.1 For the purposes of this clause 7:

- 7.1.1 **Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any equivalent State or Territory legislation;
- 7.1.2 **Consumer** has the meaning provided to it in section 3 of the Australian Consumer Law;
- 7.1.3 **Consumer Guarantee** means any consumer guarantee provided under Division 1 of Part 3-2 of the Australian Consumer Law; an
- 7.1.4 **PDH Goods or Services** means goods or services which, for the purposes of the Australian Consumer Law, are of a kind ordinarily acquired for personal, domestic or household use or consumption.

- 7.2 If the Customer is a Consumer and Klaus supplies PDH Goods or Services to the Customer under this Contract, Klaus acknowledges that the Customer may have certain rights under the Australian Consumer Law in respect of the Consumer Guarantees as they apply to the PDH Goods or Services supplied by Klaus and nothing in this Contract should be interpreted as attempting to exclude, restrict or modify the application of any such rights.
- 7.3 If the Customer is a Consumer and any goods or services supplied by Klaus to the Customer under this Contract are non PDH Goods or Services, Klaus' liability to the Customer in connection with any breach of the Consumer Guarantees in respect of those non PDH Goods or Services is limited (at Klaus' discretion) to the replacement or resupply of the non PDH Goods or Services, the repair of the non PDH Goods or Services, or the payment of the cost of having the non PDH Goods or Services replaced, supplied again or repaired.
- 7.4 Subject to clauses 7.2 and 7.3, and to the extent permitted by law, neither party will be liable to the other for any of the following, even if it has been advised in advance of the possibility of such Loss or damage:
 - 7.4.1 any loss of actual or anticipated profits, revenue or business opportunity; or
 - 7.4.2 any indirect, incidental special or consequential loss, including loss of profits and business revenue.
- 7.5 Subject to clauses 7.2, 7.3 and 7.4 if the Customer makes a claim against Klaus which includes a cause of action other than for a breach of a Consumer Guarantee then, to the extent the claim, or part of the claim, does not relate to a Consumer Guarantee and to the extent permitted by law, Klaus expressly excludes all liability in respect of the goods or services supplied by Klaus to the Customer under this Contract.
- 7.6 Subject to the rest of this clause 7, the total aggregate liability of Klaus to the Customer arising out of or in connection with this Contract will in no event exceed an amount equal to 100% of the fees actually received by Klaus from the Customer under this Contract.

8. Force Majeure

- 8.1 The Parties agree that Klaus, its servants and agents shall be under no liability in any way to the Customer for failure to provide services under this Contract (including the System Servicing Program, Breakdown Call Out Services and Additional Services) if such failure arises from a Force Majeure Event.

9. Indexing of fees

- 9.1 The Parties acknowledge and agree that each of Klaus' fees set out in the Fee Schedule (including the System Service Program Fee, Breakdown Services Fee and Additional Services Fee) shall be increased on every 12 month anniversary of the Commencement Date in accordance with the following formula:

$$\text{Fee} = A \times \frac{B}{C}$$

Where: A = the fee payable in the previous 12 months (**Previous Year**)

B = CPI for the Previous Year

C = CPI for the 12 months ending immediately prior to the Previous Year

10. Spare Parts

- 10.1 The Customer acknowledges that Klaus is the authorised agent and sole distributor throughout Australia and New Zealand of products and systems manufactured by the Manufacturer. If Klaus was the supplier and installer of the System then, when providing the System Servicing Program, Breakdown Call Out Services and Additional Services, Klaus will, where reasonably possible, source spare parts and components from the Manufacturer and provide those parts and components to the Customer as required to replace parts and components as originally installed by Klaus in the System.
- 10.2 If Klaus was not the supplier and installer of the System and/or is not the agent for the respective System in Australia, Klaus will provide reasonable assistance to the Customer to source spare parts and components for that System.
- 10.3 Klaus may elect, at its sole discretion, to terminate this Contract and will not be liable to the Customer in respect of the System Service Program if:
 - 10.3.1 the System was manufactured by the Manufacturer; and
 - 10.3.2 any work or servicing performed on the System is not performed by Klaus and results in parts or components being installed on or in the System which are not manufactured by, or sourced from, the Manufacturer.
- 10.4 The Customer must not remove, deface, alter, obliterate or cover up and any names, marks, designs, numbers, code or writing on the System or any spare parts or components provided by Klaus (including any identifying plate or trade mark).

11. Title and risk

- 11.1 Title to, and property in any goods (including any parts or components) supplied by Klaus under this Contract remain with Klaus and will only pass to the Customer once all moneys owing by the Customer to Klaus in respect of this Contract or any other agreement or arrangement between the Customer and Klaus have been paid in full.
- 11.2 Risk in any goods (including any parts or components) supplied under this Contract passes to the Customer upon those goods being delivered to the Customer at the Site notwithstanding that Klaus may still be required to provide installation or other services in respect of the goods at the Site.

12. Outstanding Fees and Default

- 12.1 If the Customer fails to make any payment to Klaus under this Contract by the due date for payment then Klaus may, in its absolute discretion and in addition to any other rights it may have:
- 12.1.1 charge the Customer interest on the overdue amount at a rate of two percent (2.0%) above the rate fixed by section 2 of the *Penalty Interest Rates Act 1983* (Vic) which will accrue and be chargeable from the first day on which such amounts become overdue until Klaus receives payment of all such amounts (including all interest) by way of cleared funds;
- 12.1.2 terminate this Contract under clause 18.1; and
- 12.1.3 suspend the provision of any System Servicing Program, Breakdown Call Out Services and Additional Services.
- 12.2 Without prejudice to any other remedies Klaus may have, if at any time the Customer is in breach of any obligation, including those relating to payment, under these terms and conditions Klaus may suspend or terminate the supply of services or goods to the Customer under this Contract or any other agreement. Klaus will not be liable to the Customer for any loss or damage the Customer suffers as a result of Klaus exercising its rights under this clause.
- 12.3 Without prejudice to Klaus' other rights and remedies at law, Klaus shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Klaus shall, whether or not due for payment, become immediately payable if:
- 12.3.1 any money payable to Klaus becomes overdue, or in Klaus's opinion the Customer will be unable to make a payment when it falls due; or
- 12.3.2 the Customer suffers an Insolvency Event.

13. GST

- 13.1 Unless otherwise expressly stated in writing in this Contract, all amounts payable by the Customer in connection with this Contract do not include an amount for GST. If GST is payable on any supply made by Klaus under this Contract, the Customer must pay to Klaus, in addition to and at the same time as the payment for the supply, an amount equal to the amount of GST on the supply. Where the Customer is required by this Contract to reimburse or indemnify Klaus for any Loss or other amount incurred, the amount to be reimbursed or paid will be reduced by the amount of any input tax credit that Klaus will be entitled to claim for the Loss or amount incurred and increased by the amount of any GST payable by Klaus in respect of the reimbursement or payment. This clause does not merge on completion or termination of this Contract. In this clause, words and expressions which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (**GST Act**) have the same meaning given to them by the GST Act.

14. Intellectual Property

- 14.1 The Parties acknowledge and agree that nothing in this Contract shall be construed as a transfer from Klaus to the Customer of the ownership of, or title to, any of the Intellectual Property Rights in the System, spare parts, components or any other goods supplied by Klaus to the Customer, material created as part of any of the services provided by Klaus under this Contract or any other Intellectual Property Rights owned by or licensed to Klaus or a third party (including the Manufacturer) and the Customer agrees that it must not infringe or use the Intellectual Property Rights of Klaus or any other third party without the prior consent of Klaus or the relevant third party.

15. Indemnity

- 15.1 The Customer indemnifies Klaus and holds Klaus harmless from and against all Losses (including all legal costs, and any other associated fees and costs) for which Klaus incurs as a direct or indirect result of:
- 15.1.1 recovering any amounts the Customer owes to Klaus (including any internal administration fees, fees paid to a debt collector, mercantile agent or similar);
- 15.1.2 any breach of this Contract by the Customer; and
- 15.1.3 any negligent or wilful act or omission by the Customer, the Customer's employees, agents, servants, contractors or others for whom the Customer is legally responsible.

16. Notification of claims

- 16.1 The Customer shall notify Klaus immediately if it becomes aware of:
- 16.1.1 any claim; or
- 16.1.2 any death, serious injury or serious illness, in respect of, or caused by, the System or any spare parts, components or other goods which are part of the System and the Customer will take all reasonable steps to mitigate any Loss arising as a consequence of the claim, death, serious injury or serious illness.
- 16.2 The Customer must impose on any Operator and User an obligation to notify the Customer immediately if the Operator or User becomes aware of:
- 16.2.1 any claim; or
- 16.2.2 any death, serious injury or serious illness,

in respect of, or caused by, the System or any spare parts, components or other goods which are part of the System and to take all reasonable steps to mitigate any Loss arising as a consequence of the claim, death, serious injury or serious illness.

17. Confidentiality

17.1 The Customer:

17.1.1 may use Confidential Information solely for the purposes of this Contract;

17.1.2 must keep confidential all Confidential Information; and

17.1.3 may disclose Confidential Information only to:

(a) employees and contractors who (A) are aware and agree that the Confidential Information must be kept confidential and (B) either have a need to know the Confidential Information (and only to the extent that each has a need to know), or have been specifically approved by Klaus; or

(b) as required by law or securities exchange regulation.

17.2 The Customer must notify Klaus immediately once it becomes aware of any breach of confidentiality in respect of the Confidential Information and must take all reasonable steps necessary to prevent further unauthorised use or disclosure of the Confidential Information.

18. Termination

18.1 Without limiting Klaus' other rights under this Contract, Klaus may terminate this Contract with immediate effect by written notice to the Customer if:

18.1.1 the Customer is the subject of an Insolvency Event;

18.1.2 the Customer has breached any term of this Contract; or

18.1.3 in accordance with clause 2.4 or 10.3.

18.2 Each party retains any rights, entitlements or remedies it has accrued before termination, including the right to pursue all remedies available to either party at law or in equity.

18.3 The termination or expiry of this Contract does not operate to terminate any rights or obligations under this Contract that by their nature are intended to survive termination or expiration, and those rights or obligations remain in full force and binding on the party concerned including without limitation the rights and obligations under clauses 6.5, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18.2, 18.3 and 19.

19. General

19.1 Unless otherwise specified in this Contract, in the event of an inconsistency between any of the documents which comprise this Contract, the following order of precedence shall apply to the extent of the inconsistency:

19.1.1 the Special Conditions (if any);

19.1.2 the terms and conditions in this document;

19.1.3 the Contract Details;

19.1.4 the Fee Schedule; and

19.1.5 the Annexure.

19.2 The failure or delay by Klaus to exercise any rights or enforce any provision of these terms and conditions shall not be treated as a waiver of that right or provision, nor shall it affect Klaus's right to subsequently enforce that right or provision. Waiver of any rights under this Contract must be in writing and is only effective to the extent set out in that written waiver.

19.3 If any words or provision of this Contract shall be held invalid, void, illegal or unenforceable by any Court and would not be so if the words or provision were omitted, those words or provisions shall be severed and the remaining terms shall continue to bind the parties.

19.4 The Customer shall not be entitled to set off against, or deduct from the fees payable under this Contract, any sums owed or claimed to be owed to the Customer by Klaus nor to withhold payment of any invoice because part of that invoice is in dispute.

19.5 The Customer must not assign or otherwise deal with any of its rights or obligations under this Contract without Klaus' prior written consent. Klaus may assign or otherwise deal with any of its rights or obligations under this Contract without the Customer's prior written consent.

19.6 This Contract, which includes the Contract Details, Fee Schedule and Annexure, contains the entire agreement between the parties about its subject matter and supersedes all previous communications, representations or agreements between the parties on the subject matter.

19.7 The relationship between the parties is and will remain that of independent contractors, and nothing in this Contract constitutes the parties as partners or joint venturers or constitutes any party as the agent of another party or gives rise to any other form of fiduciary relationship between the parties.

19.8 This Contract may be signed in any number of counterparts. All counterparts executed separately when taken together constitute one Contract and counterparts executed separately may be consolidated into a single document.

19.9 This Agreement shall be governed by and construed in accordance with the laws of Victoria, Australia. The proceeding of any dispute concerning this Agreement shall be governed by the non-exclusive jurisdiction of the Courts in the State of Victoria, Australia.

19.10 Any amendment or modification to this Contract will not be effective unless the variation is made in writing and signed by both Parties.

----- END OF TERMS-----

Annexure

System Service Program and Maintenance Checklist

1. Works in accordance with the Maintenance Checklist attached to this Annexure.
2. One (1) User training and induction is provided for each car parking space which is part of the System per annum, with a key to be provided and signed over to the user as acknowledgement that the User understands how to safely and correctly operate the System. Any additional inductions are to be provided and charged as an Additional Service. Unless otherwise agreed, Klaus may charge the Customer for each induction (including any annual induction) an amount equal to the 'Inductions' fee as set out in item B of the Fee Schedule

PARKING SYSTEM INDUCTIONS FOR NEW USERS

Have you just moved into an apartment or office with an allocated Klaus car parking space?

It is important to note that there are limitations to our systems; even though over 85% of all vehicles will fit in our system, some however will not be suitable so we highly encourage you to give our friendly staff a call on 1300 4 KLAUS (1300 4 55287) and we can check if your car will fit over the phone!

Once you know your vehicle will fit, you will need to organize an induction, these are arranged to ensure all users are comfortable operating our machines and are aware of the safety features. Vehicle dimensions are checked prior to and at the time of training, as there are maximum clearances which vary between different systems.

Inductions and training for all new users and/ or vehicles as a safety requirement of DIN EN 14010 (Power operated mechanical parking systems for motor vehicles). Training covers how to address issues if they should arise, and who to contact if you require assistance. It is important to note that users who do not complete inductions for the car parking in their space risk damage to their vehicle and the system, uninducted users will be fully liable for any damages.

To book new user training, please submit an Induction Request Form via www.multiparking.com.au and at the top of the page you will see "Book an Induction". Our staff will be in contact shortly afterwards to confirm a suitable time and date.

We are committed to ensuring the best possible performance and utmost safety throughout the life of each of our systems.

Note that users will need to book a re-induction upon changing vehicles.

Thank you for your support and co-operation.



14/08/2025

Claire Kenna c/o Landata
GPO Box 527
MELBOURNE VIC 3001

Re: Owners Corporation Certificate - Bliss Apartments, Lot 108, 339 Burnley Street, RICHMOND

In response to your application, we now attach an Owners Corporation Certificate for Lot 108 on Plan of Subdivision 642452G dated 14/08/2025. 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) The Statement of Advice and Information for Prospective Purchasers and Lot Owners;
- d) A copy of the Certificate of Currency;
- e) Certificate of completion – Cladding

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,



Nadia Vynogradova
Owners Corporation Manager
Bluestone OCM Pty Ltd

Owners Corporation Certificate

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

Plan of Subdivision	PS 642452G
Address of Property	Bliss Apartments, 335-343 Burnley Street RICHMOND
This certificate is issued for Lot	108
Postal address	Level 3, 312 St Kilda Road MELBOURNE VIC 3004
Vendor	Geoff Loftus
Applicant for the certificate	Claire Kenna c/o Landata
Address for delivery of certificate	Landata.online@servictoria.com.au
Date application was received	11 th August 2025
Reference	77722346
This certificate is issued for Lot 108 - PS 642452G	

IMPORTANT: The information in this certificate is issued on **14/08/2025**. 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 **\$3,145.96** per annum, for the year commencing **01/07/2024**, paid Quarterly. See below breakdown of fees.

Due Date	01/07/2024	01/10/2024	01/01/2025	01/04/2025
Administration Fund	\$523.61	\$523.61	\$523.61	\$523.61
Maintenance Fund	\$262.88	\$262.88	\$262.88	\$262.88

The first quarterly levy of the new financial year commencing 01/07/2025 has been raised as an interim levy based on a committee endorsed budget, pending approval at the 2025 AGM.

Due Date	01/07/2025
Administration Fund	\$523.61
Maintenance Fund	\$262.88

- 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 Agencies Pty Ltd
Policy Number: 41083
Kind of Policy: CHU Residential Strata Insurance
Building Sum: \$31,340,000
Public Liability: \$30,000,000
Expiry date of policy: 11/04/2026
Please note, the Certificate of Currency is included as an attachment to this certificate.

- 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 14/08/2025:

Administrative Fund	Maintenance Fund	Total
\$125,304.91	\$115,998.54	\$241,303.45

- 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.

- 10) Details of all current contracts, leases, licences or agreements affecting the common property:
- Leases**
23/04/2021, SMA No.15 P/L – Embedded network services
23/04/2021, CitiPower P/L & Powercor Australia – Substation Facility
- Licences**
17/04/2013, There are several license agreements in place for lots to use the car stackers.
- Contracts & Agreements**
28/04/2014, Prestige Lift Services - Passenger lift maintenance
18/04/2018, Aligned Property Services - Facilities management services
09/05/2018, WINenergy Pty Ltd - Electricity Embedded Network
31/05/2018, Klaus Multiparking - Car lift maintenance
23/04/2020, Conte Services Pty Ltd - Equipment maintenance
04/09/2020, Sentry Fire - Essential fire services
15/04/2021, ADT Fire Monitoring - Fire indicator panel monitoring
15/04/2021, Now Telecom Pty Ltd - Telecommunications service provider
23/04/2021, Statewide Gate FX - Garage door
02/08/2022, Bluestone OCM Pty Ltd - Owners Corporation Manager
- 11) The Owners Corporation has not made any agreements to provide services to lot owners, occupiers or the public except:
A new contract for the lift interior upgrade and comprehensive maintenance has been signed, commencing on 1 September 2025.
- 12) The Owners Corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that has not been satisfied.
- 13) The Owners Corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except:
To recover the debts of members should significant arrears arise.
- 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 has been appointed, and the Manager is not aware of any proposal to appoint an Administrator.
- 16) The following documents are attached to the Owners Corporation certificate:
1. **The minutes of the most recent annual general meeting of the Owners Corporation;**
 2. **A copy of the consolidated rules registered at Land Victoria;**
 3. **The Statement of Advice and Information for Prospective Purchasers and Lot Owners;**
 4. **A copy of the Certificate of Currency;**
 5. **Certificate of completion – Cladding**
- 17) Additional Information
Nil.

This Owners Corporation Certificate was prepared by:

Nadia Vynogradova
Owners Corporation Manager
Bluestone OCM Pty Ltd



Date: 14/08/2025

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.

Imaged Document Cover Sheet

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**Owners Corporation. Notification of making,
amendment or revocation of rules
Section 142 Owners Corporation Act 2006**
OC 27 (12/07)

Privacy Collection Statement	
The coll a m	AK408931T 19/06/2013 \$60.10 OCAR
	

Lodged by: Strata Plan Pty Ltd
Name: Simon Chamaa
Phone: 1300 278 728
Address: Lv 13 / 222 Kings Way, South Melbourne VIC 3205
Reference:
Customer Code: **13962N**

Owners Corporation Number **1** Plan number **PS642452G**

Supplied with this notification is:

1. The consolidated copy of the rules of the Owners Corporation currently in force.
2. The special resolution passed on **17/04/2013** under Section 138 of the Owners Corporation Act 2006 authorising the making, amendment or revocation of the rules of the Owners Corporation.

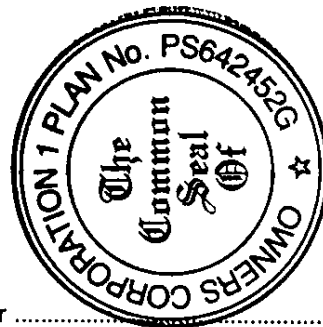
Dated: **17/04/2013**

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



Simon Chamaa as Manager on behalf of Owners Corporation No **1** Plan number **PS642452G**
Lv 13 / 222 Kings Way, South Melbourne VIC 3205

The common seal of Owners Corporation Number **1**
Plan number **PS642452G** was affixed in accordance
with Section 21 of the Owners Corporation Act
2006 in the presence of:



Lot Owner
Sole lot owner

Full name.....

Address.....

.....

Lot Owner

Full name.....

Address.....

.....

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



K&L GATES

Owners Corporation Rules

Owners corporation plan no. 642452G

Property: 335 Burnley Street, Richmond

K&L Gates
Melbourne office
Ref: JTL10019681

AK408931T

19/06/2013 \$60.10 OCAR



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Owners corporation rules

Owners corporation plan no PS642452G

Property: 335 Burnley Street, Richmond



1. Definitions and interpretation

1.1 Defined terms

In these Rules:

- (a) **Act** means the *Owners Corporations Act 2006 (Vic)*;
- (b) **Authority** means any government, semi-government, administrative, municipal or judicial body, authority or entity exercising any powers or functions under any law;
- (c) **Common Property** means the common property shown as common property on the Plan;
- (d) **Member** means a member of the Owners Corporation;
- (e) **Occupier** means an occupier of a lot on the Plan;
- (f) **Owners Corporation** means owners corporation plan no 642452G
- (g) **Plan** means plan of subdivision PS642452G;
- (h) **Rules** means these rules;
- (i) **Security Key** means a key, magnetic card or other device used to open and close doors, gates, windows or locks of a lot or the Common Property;
- (j) **Services** means the services and utilities provided for a lot or the Common Property including water, gas, electricity, lighting, sanitation, air-conditioning and ventilation, lights, escalators, elevators, fire control, security, telephone, facsimile, computer services and communications together with all plant and equipment needed to provide them; and
- (k) **Waste Management Plan** means the waste management plan for the Property.

1.2 Interpretation

In these Rules, unless the context requires otherwise:

- (a) a heading may be used to help interpretation, but is not legally binding;
- (b) a gender includes the other genders;
- (c) the word "person" includes a natural person and any body or entity whether incorporated or not;

- (d) a reference to a person includes that person's successors, personal representatives and permitted assigns;
- (e) if 2 or more people are described as a party, each person is liable for their obligations and entitled to their rights jointly and severally;
- (f) a reference to all or any part of a statute, ordinance or other law (**statute**) includes:
 - (i) any rules, regulations or other instruments made under that statute; and
 - (ii) that statute as amended, consolidated, re-enacted or replaced from time to time;
- (g) a reference to an owners corporation includes any elected committee of the owners corporation,
- (h) the word "include" or any form of that word, when introducing a list of things, does not limit the meaning of the words to which the list relates to those things or to things of a similar kind; and
- (i) a reference to a thing includes a part of that thing.

2. The Owners Corporation may grant special rights

2.1 Special rights

Subject to the Act, the obligations and restrictions set out in these Rules are subject to any rights that may be given to any person by the Owners Corporation. If there is any conflict between these Rules and any rights given by the Owners Corporation, then the rights given by the Owners Corporation prevail in respect of the person to whom those rights are given.

2.2 A Member must not interfere with another's rights

A Member or Occupier must not:

- (a) use any part of the Common Property over which the Owners Corporation has granted exclusive use or enjoyment rights to another person; or
- (b) interfere with a manager performing their duties under any management agreement entered into with the Owners Corporation.

3. Members' obligations

3.1 A Member must do these things

A Member or Occupier must:

- (a) keep their lot clean and in good repair;
- (b) clean the windows and exterior of their lot, and keep them in good repair;
- (c) promptly repair all broken glass or replace it with glass of the same or similar quality;

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- (d) keep any plants, gardens and lawns on their lot trimmed, well watered and in good condition;
- (e) keep their lot secure;
- (f) use the Services, driveways, pathways and any other facilities in a lot or on any part of the Common Property only for their designated purpose;
- (g) use any items placed on the Common Property by the Owners Corporation only for their designated purpose;
- (h) comply with and observe the requirements of the Waste Management Plan;
- (i) promptly notify the Owners Corporation on becoming aware of:
 - (i) any damage or defect in a lot, the Common Property or to any Services; and
 - (ii) anything likely to cause danger or risk to any person or property in or near a lot or the Common Property;
- (j) must be appropriately clothed when on any part of a lot visible from another lot and when on any part of the Common Property; and
- (k) comply with any parking directions given orally or published by the Owners Corporation in respect of parking and driving on or about the Common Property.

3.2 A Member may do these things with Owners Corporation consent

A Member or Occupier may do any of the following if it gets Owners Corporation consent first:

- (a) install on, attach to or hang from the exterior of any lot or any part of the Common Property any sign, furnishing, device, aerial, satellite dish, cable television or any other object;
- (b) install, attach or hang any window coverings or awnings;
- (c) install bars, screens, grilles or other safety equipment on the exterior of any windows or doors;
- (d) put anything in their lot which is visible from outside their lot and is inconsistent with the appearance of other lots or the Common Property;
- (e) hang a wind chime or other item on or from a balcony or terrace;
- (f) store or use dangerous or flammable substances except Owners Corporation consent is not needed for storage or use of dangerous or flammable substances:
 - (i) in the normal conduct of the Member's or Occupier's use of their lot;
 - (ii) only in such quantities permitted by law; and

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- (iii) only if stored strictly in accordance with all relevant safety standards; and
- (g) do anything which may cause any insurance premium payable by the Owners Corporation to be increased.

3.3 A Member must not do these things

A Member or Occupier must not:

- (a) obstruct the lawful use of Common Property by any person;
- (b) make any noise or behave in a way likely to interfere with the peaceful enjoyment of any person in another lot or lawfully using Common Property;
- (c) allow any hazardous, noxious, offensive or unlawful thing to happen including anything causing annoyance, nuisance, danger or damage to any person or property;
- (d) paint, finish, mark, damage, deface or otherwise alter the exterior of any building or improvement forming part of any lot or the Common Property;
- (e) tint or otherwise treat any windows or other glazed parts of their lot or the Common Property;
- (f) obstruct any of the entrances, exits or passages to any lot or to or on the Common Property;
- (g) throw anything over any balcony;
- (h) do anything which may invalidate or suspend any insurance policy effected by the Owners Corporation;
- (i) hinder or obstruct any contractor or workman employed by the Owners Corporation;
- (j) use offensive language or behave in a way which may cause offence or embarrassment to another person;
- (k) smoke or drink alcohol in any part of the Common Property;
- (l) throw cigarette butts or cigarette ash on the Common Property;
- (m) allow any child under the Member's or Occupier's control to play on any part of the Common Property;
- (n) allow any child under the Member's or Occupier's control to be in any part of the Common Property which may be dangerous or hazardous to children, including any car park, driveway, stairs or swimming pool, unless the child is with an adult;
- (o) allow any person under the Member's or Occupier's control to use skateboards, roller skates or roller blades on the Common Property;
- (p) remove any item from the Common Property which has been placed there by the Owners Corporation;



- (q) instal on, attach to or hang from the exterior of any lot or any part of the Common Property any sign, furnishing device, aerial, satellite dish, cable television or any other object;
- (r) interfere with or modify any Services;
- (s) interfere with or modify any intercom, television aerial or communication system;
- (t) cover any storage area;
- (u) enter any plant room;
- (v) operate any electronic or other equipment which interferes with any television, radio, telephone, computer or domestic appliances lawfully being used on any other lot or the Common Property;
- (w) install or use any intruder alarm which makes a sound which can be heard from outside their lot;
- (x) use a barbecue or other cooking appliance on any balcony or terrace on Common Property;
- (y) hang any clothing, towel, bedding or other item in a place which can be seen from outside their lot;
- (z) other than in accordance with Rule 24, put up any 'for sale' or 'for lease' signs on Common Property; and
- (aa) damage any plants, gardens and lawns on the Common Property.

3.4 Damage to Common Property

A Member or Occupier must immediately:

- (a) repair any damage to the Common Property and Services caused by the Member or Occupier; and
- (b) pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to Common Property and the Services caused by the Member or Occupier.

4. Rubbish disposal

4.1 A Member must do these things

A Member or Occupier must:

- (a) keep rubbish in appropriate containers and make sure rubbish is cleared on collection days; and
- (b) comply with any directions of the Owners Corporation concerning disposal or recycling of rubbish.

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4.2 Specific things a Member must do

Without limiting Rule 4.1, a Member or Occupier must:

- (a) clean, drain and place glass, unbroken, in the area which the Owners Corporation provides for this purpose;
- (b) store recyclable items, including paper and plastic, in the area which the Owners Corporation provides for this purpose;
- (c) flatten cardboard and packaging and place it neatly in the area which the Owners Corporation provides for this purpose; and
- (d) drain and securely wrap rubbish in small parcels or bags and put them in the rubbish chute if there is one.

4.3 A Member must not do these things

A Member or Occupier must not:

- (a) leave any rubbish, pallet, equipment or articles of any kind on the Common Property except in a receptacle or area specifically provided for that purpose by the Owners Corporation; or
- (b) burn rubbish or other materials in their lot or on the Common Property;

4.4 Rules for animals

A Member or Occupier must make sure that any animal:

- (a) is properly restrained and kept on a leash or carried in a cage at all times when on Common Property;
- (b) does not urinate or defecate on Common Property;
- (c) enters or leaves their lot through the basement and not through the main entrance lobby, if there is one; and
- (d) is removed from their lot or the Common Property after the Member or Occupier is requested to do so by the Owners Corporation if the Owners Corporation has resolved that the animal is causing a nuisance.

5. Vehicles on the Common Property

5.1 A Member must do these things

A Member or Occupier must:

- (a) only use car parking spaces to park vehicles;
- (b) promptly clean up any oil or other fluid emitted by any vehicle the Member or Occupier brings into the Common Property;
- (c) observe any parking directions given by the Owners Corporation;

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- (d) observe every traffic sign on or at the entrance or exit of any car parking spaces;
- (e) observe any condition of entry of the Owners Corporation concerning the car parking spaces; and
- (f) make sure that any vehicle is parked wholly within a marked car parking space.

5.2 A Member must not do these things

A Member or Occupier must not:

- (a) park or leave a vehicle on Common Property so as to obstruct a driveway or entrance to a lot, or in any place other than in parking areas specified by the Owners Corporation;
- (b) leave any unregistered vehicle on a lot or on the Common Property;
- (c) park in an area allocated for visitor parking; or
- (d) allow a visitor to park in a visitor parking area for more than 48 hours.

5.3 The Owners Corporation may do these things

The Owners Corporation may:

- (a) move any vehicle which is not parked wholly within a marked car parking space;
- (b) move any vehicle which is not parked in the spot designated for that vehicle;
- (c) install traffic signs in the car parking area and the entrances and exits to the car parking area; and
- (d) designate car parks, including by numbering or line marking.

6. Bicycle storage

A Member or Occupier must:

- (a) store any bicycle in the area which the Owners Corporation provides for this purpose; and
- (b) not bring any bicycle into a lot or any part of the Common Property, including the foyers, stairwells, hallways, garden areas, balconies or any other area designated by the Owners Corporation.

7. Building works

7.1 No building works without Owners Corporation consent

A Member or Occupier must get Owners Corporation consent before they may do any building works relating to the lot or the Services (for example, demolishing walls or altering the interior design of a lot).

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7.2 The process for building works

For any proposed building works under this Rule, the Member or Occupier must:

- (a) if the Owners Corporation asks, promptly give the Owners Corporation copies of all detailed drawings and other specifications of the proposed building works;
- (b) follow the reasonable requirements and directions of the Owners Corporation;
- (c) engage only qualified trades people, holding all necessary and current licences and insurance to do the works, as approved by the Owners Corporation, and give a copy of the licences and the insurance policy or certificate of currency for the policy to the Owners Corporation;
- (d) make sure the proposed building works are done in a proper and workmanlike way and following any drawings and specifications;
- (e) get any necessary permits or approvals to allow the proposed building works to be done and give copies of them to the Owners Corporation;
- (f) make sure that the proposed building works comply with all laws, including getting an occupancy permit or final inspection, when necessary; and
- (g) make sure the proposed building works are done at times and in a way that minimises damage, disturbance and inconvenience to others.

7.3 Restrictions on building works

The Member or Occupier must make sure that they and their agents and contractors doing the building works comply with these restrictions:

- (a) no building materials may be stacked or stored outside their lot;
- (b) no scaffolding may be erected on the Common Property or the exterior of their lot;
- (c) building works must be done during times permitted by local laws, as required by any responsible Authority;
- (d) the exterior of any building on the lot and the Common Property must be clean and in a safe state at all times;
- (e) construction vehicles and construction worker's vehicles must not be brought into or parked on the Common Property;
- (f) the method of building operations, means of access, use of Common Property, on-site management, building protection and hours of work must comply with the reasonable directions of the Owners Corporation; and
- (g) access to other lots or the Common Property to install or maintain Services or to do any building works requires the consent of the owner of the relevant lot or, in the case of Common Property, the consent of the Owners Corporation.

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7.4 Damage to Common Property

- (a) A Member or Occupier must immediately:
 - (i) repair any damage to the Common Property and Services caused by the building works; and
 - (ii) clean and remove any dirt, debris or other rubbish resulting from the building works.
- (b) If the Member or Occupier breaches this Rule 7, the Member or Occupier indemnifies the Owners Corporation against any damage, expense, loss or liability incurred by the Owners Corporation if the Owners Corporation makes good any damage to, or cleans, the Common Property and the Services.

7.5 The Member must pay Owners Corporation costs

If the Owners Corporation requires advice from an architect or other consultant concerning the proposed building works, the Member or Occupier must pay on demand the reasonable fees and expenses which the Owners Corporation incurs for seeking that advice.

8. Receiving or delivering Large Items

8.1 Meaning of words

In this Rule:

Large Items means furniture, goods, equipment or any item which may damage or obstruct any part of the Common Property; and

Subject to Rule 8.2, **Route** means the part of the Common Property through which the Member or Occupier proposes to move a Large Item.

8.2 Moving Large Items

When delivering or receiving Large Items, the Member or Occupier must:

- (a) notify the Owners Corporation of the Member's or Occupier's intention to move the Large Items at least 48 hours before the proposed move;
- (b) allow a representative of the Owners Corporation to be present when the Large Items are moved;
- (c) comply with all directions of the Owners Corporation, including the date and time for moving the Large Items and coordinating removalists or tradespeople involved in the move;
- (d) only use those parts of the Common Property, and at such times, as the Owners Corporation allows;
- (e) only use service lifts and not use passenger lifts to carry the Large Items and, if the Owners Corporation requires, only after the Owners Corporation has placed protective covers in the lift to minimise damage;

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- (f) not allow any Large Items to contact lift doors or walls, including static contact by leaning or stacking the Large Items against the lift door;
- (g) not restrict access to any lifts, lobbies, fire escapes or car parking area; and
- (h) not carry the Large Items through any building or the Common Property unless the Owners Corporation consents first.

8.3 Damage to Common Property

- (a) Subject to Rule 8.2, before a Member or Occupier may move a Large Item, they must inspect the Route with the Owners Corporation to establish the state of repair of the Route.
- (b) A Member must immediately:
 - (i) repair any damage to the Common Property and Route caused by moving the Large Items;
 - (ii) remove any rubbish, including paper, boxes or cartons; and
 - (iii) pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to or cleaning of the Common Property and the Route.

8.4 Moving in and vacating

Without limitation, Rule 8 applies to any items moved into or out of a lot when a Member or Occupier moves into or vacates a lot.

9. Members not to damage structures

9.1 Structural integrity of buildings

A Member or Occupier must not do anything that may interfere with:

- (a) any support or shelter given by a lot or a part of the Common Property for any other lot or any other part of the Common Property;
- (b) the structural or functional integrity of their lot, or any building or improvement on any part of the Common Property; or
- (c) the Services.

9.2 Floor loading

A Member or Occupier must observe the maximum floor loadings of their lot, and any building or improvement on any part of the Common Property.

10. Obeying laws

A Member or Occupier must obey any law or notice from an Authority requiring the Member or Occupier to do or stop doing anything.

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11. Emergency procedures

11.1 Fire drills

A Member or Occupier must:

- (a) observe all fire and emergency drills. This includes participating in any building evacuation;
- (b) make sure that they are aware of all safety and emergency procedures; and
- (c) follow the directions of any person who the Owners Corporation nominates as a fire warden to supervise the orderly evacuation of their lot and the Common Property during any drill or emergency.

11.2 Imminent danger

If there is any danger or threat concerning their lot or the Common Property (for example, a bomb threat), a Member or Occupier must immediately

- (a) notify the Owners Corporation of the danger or threat;
- (b) obey Owners Corporation instructions, including evacuating the lot or the Common Property; and
- (c) obey the instructions of the police, fire brigade or any other relevant Authority.

11.3 Emergency equipment

A Member or Occupier must:

- (a) not use or interfere with any fire safety or other emergency equipment except in the case of an emergency;
- (b) not obstruct any fire stairs or fire escape;
- (c) comply with all fire laws in respect of their lot, including installing all required fire fighting equipment and smoke detectors;
- (d) make sure that all fire safety and other emergency equipment installed in their lot are properly maintained and tested, and that back up batteries for smoke detectors are replaced as necessary; and
- (e) not cause a false fire alarm. If the Owners Corporation incurs a cost from the responsible fire Authority because of a false fire alarm, the Owners Corporation may recover the cost from the Member or Occupier responsible.

11.4 Fire control

The Owners Corporation may secure and keep the Common Property and any lots safe from fire or other hazards. This includes:

- (a) permanently or temporarily closing off and restricting access to any part of the Common Property not required for access to a lot; and



- (b) allowing a part of the Common Property to be used for security purposes, including monitoring security and safety of lots, even if this means excluding Members and Occupiers from using that part of the Common Property.

12. Security

12.1 Owners Corporation may issue Security Keys

The Owners Corporation may:

- (a) restrict access to any part of the Common Property by securing that part and restricting access to Security Key holders;
- (b) make the number of Security Keys it determines necessary available to Members or Occupiers free of charge; and
- (c) charge a reasonable fee for any additional Security Key requested by a Member or Occupier.

12.2 Members cannot copy keys or change locks

A Member or Occupier must:

- (a) not make any unauthorised copies of Security Keys;
- (b) immediately tell the Owners Corporation if a Security Key is lost or damaged; and
- (c) not change the locks on any Common Property.

12.3 Security Keys are Members' responsibility

A Member or Occupier:

- (a) is responsible for the safe keeping of their Security Keys;
- (b) must make sure that their Security Keys are not used by any person other than another Member or Occupier; and
- (c) must include a requirement in any lease or licence for the tenant or licensee to return the Security Keys to the Member or Occupier at the end of tenant's or licensee's occupation of their lot.

12.4 Security of Common Property

- (a) A Member or Occupier must not do anything which may prejudice the security or safety of the Common Property or any person in or near the Common Property.
- (b) A Member or Occupier must not allow anyone to follow them through security doors or entrances into any part of the Common Property.

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13. Using a lot for business

A Member or Occupier must not use their lot or any part of the Common Property for any trade or business unless:

- (a) the Owners Corporation consents;
- (b) the trade or business does not cause any nuisance to occupiers of other lots;
- (c) they comply with any law governing the trade or business, including getting any necessary permit, licence and insurance; and
- (d) the planning scheme permits the lot or that part of the Common Property to be used for the proposed trade or business.

14. Access to a lot by the Owners Corporation

- (a) After giving a Member or Occupier at least 1 day notice, the Owners Corporation may enter a lot to:
 - (i) inspect the interior of the lot;
 - (ii) inspect and test any Services;
 - (iii) trace and repair any leak from or defect in any Service; and
 - (iv) maintain the Services.
- (b) The Owners Corporation may enter a lot at any time without giving notice to the Member or Occupier in an emergency.
- (c) In exercising the Owners Corporation's right under this Rule 14, the Owners Corporation must use reasonable endeavours to cause as little disruption as possible to the Member's or the Occupier's use of the lot.
- (d) If the Owners Corporation repairs a leak or defect in any Service which is caused by the Member or Occupier, the Member or Occupier must pay on demand by the Owners Corporation all costs incurred by the Owners Corporation in repairing the leak or defect.

15. Developer may install advertising signs

For 5 years after the date of registration of the Plan, SMA No. 11 Pty Ltd (ACN 137 197 687) (**Developer**) or any agent of the Developer may erect 'for sale' signs (**Developer's Signs**) on any part of the Common Property as long as the Developer:

- (a) gives the Owners Corporation details of the Developer's Signs, including their proposed location;
- (b) pays all costs for erecting the Developer's Signs;
- (c) does not damage the Common Property or the structural or functional integrity of any lot, or any building or improvement on any part of the Common Property; and

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- (d) repairs any damage to the Common Property caused by the Developer.

16. Compliance with Rules by others

16.1 Invitees

A Member or Occupier must take all reasonable steps to make sure that their invitees obey these Rules. If their invitees do not obey these Rules, the Member or Occupier must immediately make sure their invitees leave their lot and the Common Property. The Owners Corporation may remove any person from the Common Property if the Owners Corporation believes that person is behaving inappropriately.

16.2 Tenants and licensees

A Member or Occupier of a lot subject to a lease or licence must:

- (a) take all reasonable steps (including any action available under the lease or licence) to make sure any tenant or licensee of the lot and their invitees obey these Rules; and
- (b) make sure that the lease or licence contains a condition requiring the tenant or licensee to obey these Rules.

16.3 Contractors

A Member or Occupier must make sure that their contractors enter and exit through the basement only (if there is one) or through the means of access nominated by the Owners Corporation.

17. Owners Corporation may recover costs

17.1 Owners Corporation may fix a Member's breach

If a Member or Occupier breaches these Rules the Owners Corporation may, at the Member's or Occupier's cost, do anything the Member or Occupier should have done under these Rules but which has not been done or which the Owners Corporation reasonably considers has not been done properly.

17.2 Owners Corporation may recover costs on demand

The Member or Occupier must pay on demand by the Owners Corporation all costs incurred by the Owners Corporation because of any breach of these Rules by the Member or Occupier, including legal costs (on a solicitor-own client basis) and recovery of any Owners Corporation fee.

18. Owners Corporation may take action for a breach of these Rules

18.1 Owners Corporation may issue proceedings

The Owners Corporation may:

- (a) issue proceedings;

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- (b) impose a fine or penalty; or
 - (c) both issue proceedings and impose a fine or penalty,
- on any Member or Occupier who breaches any Rule.

18.2 Penalty interest

A Member or Occupier must pay to the Owners Corporation on demand interest at the rate each year equal to the current rate fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)* on any money payable by the Member or Occupier to the Owners Corporation, including owners corporation fees and levies, which remains unpaid after the due date. Interest will be computed from the date on which the payment became due.

19. Dispute resolution

19.1 Application of this Rule

The grievance procedure set out in this Rule 19 applies to disputes involving a Member, Occupier, manager or the Owners Corporation.

19.2 Procedure for dispute resolution

- (a) The party making the complaint must prepare a written statement in the approved form.
- (b) If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- (c) 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.
- (d) Delivery of the statement required under Rule 19.2(a) is sufficient notice under Rules 19.2(b) and 19.2(c).
- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (f) A party to the dispute may appoint a person to act or appear on their behalf at the meeting.

19.3 Dispute not resolved

- (a) If the dispute is not resolved, the grievance committee or the Owners Corporation must notify each party of their right to take further action under Part 10 of the Act.
- (b) This process is separate from and does not limit any further action under Part 10 of the Act.

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20. Owners Corporation consent

- (a) Where anything depends on the consent or approval of the Owners Corporation then, unless these Rules provide otherwise, that consent or approval may be given conditionally or unconditionally or withheld, in the absolute discretion of the Owners Corporation.
- (b) Any consent or approval of the Owners Corporation means the prior written consent, approval or authority.
- (c) A consent or approval of the Owners Corporation may be revoked.
- (d) A conditional consent or revocation of consent made by the Owners Corporation may be evidenced by a minute of a resolution of the Owners Corporation.

21. Member complaints

A complaint or request for approval by a Member or Occupier made to the Owners Corporation must be in writing and sent to the managing agent, if there is one, or to the secretary of the Owners Corporation.

22. Member indemnity

The Member or Occupier of each lot must indemnify and hold harmless the Owners Corporation against all claims resulting from any damage, loss, death or injury in connection with that Member's or Occupier's lot, or their use and occupation of that lot or the Common Property except to the extent that such claims arise out of the negligence of the Owners Corporation.

23. Blinds

A Member or Occupier of a lot must not install any blinds in a lot other than a roller blind made of blackout (colour charcoal) or sunshade/sheer weave (colour charcoal sable).

24. For Sale Signs

A proprietor or occupier of a lot must not allow the erection of any for sale or for lease boards on the common property.

25. Car Stackers

In addition to Rule 5, a Member or Occupier of a lot that is party to a car park licence with the Owners Corporation must not:

- (a) transfer that car park licence or allow any other person to use the car park other than by using the approved form from time to time, a copy of which is available from the Owners Corporation; and
- (b) allow any person to use or otherwise permit the use of any car park in a car stacker without a valid car park licence or approved form from time to time.

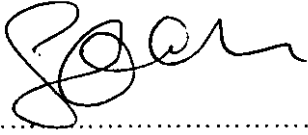
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I hereby certify these rules to be a true and correct copy of the rules made at the special resolution on 17/4/2013.



.....
Signed Manager

Simon CHAMA

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**FORM 2**

Regulation 37(1)
Building Act 1993
Building Regulations 2018

Building Permit No. BS-U46353/3052700387714 12 July 2021**Issue to**

Agent of Owner **Owners Corporation PS 642452G C/- Bluestone OCM
77 110 053 547**

Postal Address **Level 3, 312 St Kilda Road, Melbourne** Postcode **3004**

Email **nicole.clarkson@bluestoneocm.com.au**

Address for serving or giving of documents: **Level 3, 312 St Kilda Road, Melbourne** Postcode **3004**

Contact Person **Owners Corporation PS 642452G C/- Bluestone OCM** Telephone **8535 2770**

Ownership Details

Owner **David Andrew Thomas**

Postal Address **4 Seldon Terrace, Donvale** Postcode **3111**

Email **nicole.clarkson@bluestoneocm.com.au**

Contact Person **David Andrew Thomas** Telephone **03 8535 2770**

Property Details

Number **336** Street/Road **Burnley Street** Suburb **Richmond** Postcode **3121**

Lot/s **1** LP/PS **903965K** Volume **11330** Folio **018**

Crown allotment Section No Parish County

Municipal District **City of Yarra**

Builder

Name **David Andrew Thomas** Telephone **03 8535 2770**

Address **4 Seldon Terrace, Donvale** Postcode **3111**

Details of Building Practitioners and Architectsa) To be engaged in the building work³

Name	Category/class	Registration Number
------	----------------	---------------------

(b) Who were engaged to prepare documents forming part of the application for this permit⁴

Name	Category/class	Registration Number
------	----------------	---------------------

Details of Domestic Building Work Insurance⁵The issuer or provider of the required insurance policy is: **N/A**Insurance policy number : **N/A**Insurance policy date : **N/A**Owner Builder: **Yes**Owner Builder Consent Number: **N/A****Details of Relevant Planning Permit**Planning Permit No: **N/A**Date of grant of Planning Permit: **N/A****Nature of Building Work**

Alteration to Existing Apartment Building (magnetic door holders for smoke doors)

Storeys contains: **0**

Rise in storeys: **N/A**

Effective height: **N/A**

Type of construction: **N/A**

Version of BCA applicable to permit: **2019**

Cost of Building Work: **\$5,500.00**

Total floor area of new building work in m²: **0**

Conditions and required Certificates

This building permit is issued subject to compliance with all of the conditions as listed in attached Annexures.

BCA Class

Part of Building: **Apartment**

Class: **2**

Protection Work

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

Inspection Requirements³

The mandatory inspection notification stages are:

1. Final

Occupation or User of Building: A certificate of final inspection is required prior to the occupation or use of this building.

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

Commencement and Completion

This building work must commence by 12 July 2022

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

This building work must be completed by 12 July 2023

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

Relevant Building Surveyor

Name: **Peter Mariolis**

Address: **Suite 6, 1153 Burke Road, Kew VIC 3101**

Email: **info@jnat.com.au**

Building practitioner registration no.: **BS-U46353**

Municipal district: **City of Yarra**

Permit no.: **BS-U46353/3052700387714**

Date of issue of permit: **12 July 2021**



Notes

- Note 1 Under Regulation 318 an owner of a building of land, for which a building permit has been issued, must notify the relevant building surveyor within 14 days after any change in the name or address of the owner or of the builder carrying out the building work. The penalty for non-compliance is 10 penalty units;
- Note 2 Under Regulation 317 the person in charge of the carrying out the building work on an allotment must take all reasonable steps to ensure that a copy of this permit and one set of any approved plans and relevant documentation are available for inspection at the allotment while the building works in progress. They must also take all reasonable steps to ensure that the registration numbers and contact details of the builder and building surveyor are displayed in a conspicuous position accessible to the public before and during the building work to which this permit applies.
- Note 3 Include building practitioners with continuing involvement in the building work.
- Note 4 Include building practitioners with no further involvement in the building work.

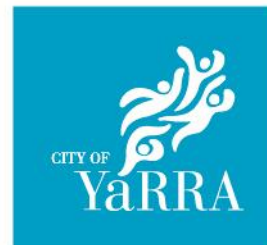
Annexures 'A'

Conditions of Approval

Building Permit No. BS-U46353/3052700387714 Issued 12 July 2021

The building permit for this project has been issued subject to the following conditions and further information being submitted prior to completion of works certificate being issued:

1. Pursuant to Section 33 (1) of the building act, a person who is in charge of the carrying out of building work for which a permit has been issued under Part 3, must notify the relevant building surveyor without delay after completion of each mandatory notification stage of that work.
2. Pursuant to Section 33 (2) of the building act, a person who is carrying out building work for which a permit has been issued under Part 3 must stop carrying out that work or any part of that work on completion of a mandatory notification stage if directed to do so by the relevant building surveyor.



1 March 2023

The Owners
and Owners Corporation Plan of Subdivision PS642452G,
339 Burnley Street,
RICHMOND VIC 3121

and

The Owners Corporation Manager,
Bluestone OCM Pty Ltd,
Level 3, 312 St Kilda Road,
MELBOURNE VIC 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

CANCELLATION OF BUILDING NOTICE SECTION 110 OF THE BUILDING ACT 1993

Re: 339 Burnley Street Richmond VIC 3121, PS642452G ('the building')

As the Municipal Building Surveyor of Yarra City Council I am authorised to cancel a Building Notice that was issued under Part 8, Division 2 of the *Building Act 1993*.

I refer to the Building Notice dated 17 June 2020, currently in effect at the above property in relation to combustible cladding contained on the front and rear buildings.

Pursuant to Section 110 of the Building Act 1993, the Building Notice has now been cancelled as a result of the combustible cladding being removed from the front and rear buildings and replaced with a non-combustible cladding under building permit no: CBSU58176/6956715203146/0 that was issued on 9 August 2022 and a subsequent Certificate of Final Inspection that was issued on 25 October 2022 by Socrates Capouleas from PLP Building Surveyors & Consultants.

Please Note: All Essential Safety Measure (ESM) as nominated on the original Occupancy Permit and any subsequent ESM determination made as part of the above-mentioned works must be inspected and maintained both within common areas and within the apartments / sole occupancy units. The Annual Essential Safety Measure Reports (AESMR) is required for the entire Building, including apartments / sole occupancy units and all common areas.

Thank you for your co-operation in this matter.

Yours faithfully,

A handwritten signature in black ink, appearing to read 'Rob Hicks'.

Rob Hicks BS-U15343
Municipal Building Surveyor

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

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



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	41083
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	11/04/2025 to 11/04/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 642452
Situation	335-343 BURNLEY STREET RICHMOND VIC 3121

Policies Selected

Policy 1 – Insured Property

Building: \$31,340,000

Common Area Contents: \$63,248

Loss of Rent & Temporary Accommodation (total payable): \$4,701,000

Policy 2 – Liability to Others

Sum Insured: \$30,000,000

Policy 3 – Voluntary Workers

Death: \$200,000

Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$250,000

Policy 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000

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



Sum Insured: \$250,000

Flood Cover is included.

Date Printed

07/04/2025

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

MINUTES OF ANNUAL GENERAL MEETING

Owners Corporation PS642452G

339 Burnley Street, Richmond VIC 3121

BLISS APARTMENTS

Date: Monday, 21 October 2024
Location: Zoom Webinar – Online Conference
Meeting start time: 5.30pm
Meeting finish time: 5.56pm

Meeting Open

Michaela Corona opened the meeting welcomed members in attendance.

Meeting Recording

The meeting will be recorded for the purpose of accurate minute taking and the recording will be destroyed thereafter. The recording is a property of Bluestone OCM and does not form part of the Owners Corporation records.

Attendance, Apologies and Proxies

The following Members were in attendance:

Lot 21	Ms. Christina Tonkes	<i>Entitled to vote</i>
Lot 103	Ms. Elizabeth Anderson	<i>Entitled to vote</i>
Lot 114	Mr. Robert Hunter	<i>Entitled to vote</i>
Lot 203	Ms. Irina Halmagiu	<i>Entitled to vote</i>
Lot 303	Mr. David Doolan	<i>Entitled to vote</i>
Lot 304	Mr. David Doolan	<i>Entitled to vote</i>
Lot 307	Ms. Emma Puddy	<i>Entitled to vote</i>
Lot 402	Mr. Ben Dingle	<i>Entitled to vote</i>

Apologies Received:

Lot 19 Simon Keep
Lot 108 Mr. Geoff Loftus

Present by Invitation:

Ms. Michaela Corona, Owners Corporation Manager of Bluestone OCM Pty Ltd
Ms. Grace Guo, Associate Owners Corporation Manager of Bluestone OCM Pty Ltd

Admittance of Proxies:

Lot 108	Mr. Geoff Loftus appointed Mr. Simon Keep	<i>Entitled to vote</i>
Lot 112	Mr. Ian Gordon appointed Mr. Simon Keep	<i>Entitled to vote</i>

1. Electronic Voting

The Owners Corporation resolves that voting for the meeting will be electronic voting via Survey Monkey and all results will be documented in the Minutes.

Motion: *Carried*

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.

The Owners Corporation 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

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

The Owners Corporation resolves to appoint Ms. Michaela Corona of Bluestone OCM Pty Ltd as the Chairperson for the meeting.

Motion: Carried

4. Previous Minutes

The Owners Corporation resolves to accept the Minutes of the previous Annual General Meeting held on 23 October 2023 as a true and correct record of the meeting

Motion: Carried

5. Election of Owners Corporation Committee

The Owners Corporation resolves that the number of members to serve on the Committee as 3 (between 3 and 7).

The following 3 members nominated for the Committee:

Simon Keep – Lot 19;
David Doolan – Lot 303 & 304
Ben Dingle – Lot 402

The following 3 members were elected to the Committee:

Simon Keep – Lot 19;
David Doolan – Lot 303 & 304
Ben Dingle – Lot 402

Motion: Carried

6. Delegations

The Owners Corporation 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*

The Owners Corporation 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*

7. Consideration of Reports

Owners Corporation Manager's Report

The Owners Corporation acknowledges the Manager's Report as presented.

Motion: *Carried*

Report on Commissions

The Owners Corporation acknowledges the Report on Commissions as presented.

Motion: *Carried*

Committee Report

The Owners Corporation acknowledges the Committee Report as presented.

Motion: *Carried*

Maintenance Plan Status Report

The Owners Corporation acknowledges the Maintenance Plan Status Report as presented.

Motion: *Carried*

8. Appointment of Auditor

The Owners Corporation resolves to appoint J&T Partnerships to review the Financial Statements for the year ending 30 June 2025 pursuant to s. 35(2) *Owners Corporations Act 2006*.

Motion: *Carried*

Please Note: Jeffrey Wu is an independent person who is a member of and holds a current practicing certificate from CPA Australia.

9. Appointment of Public Officer

The Owners Corporation 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*

10. Annual Financial Statements

The Owners Corporation 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*

11. Administration Fund Budget and Levy Contribution

The Owners Corporation 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 **\$184,042.10 (inc GST)** as per attached proposed budgets.

The Owners Corporation 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 31/06/2025

Motion: Carried

* 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.

The Owners Corporation 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 June 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

12. Maintenance Fund Budget and Levy Contribution

The Owners Corporation 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 **\$92,400 (inc GST)** as per attached proposed budgets.

The Owners Corporation 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 31/06/2025

Motion: Carried

* 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. If the approved budget differs from the draft budget, any differences will be distributed evenly across the remaining quarters of levies that have not yet been issued for the financial year.

The Owners Corporation 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 June 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

13. Penalty interest

The Owners Corporation 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

14. Debt Recovery

The Owners Corporation 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

The Owners Corporation 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

15. Insurances

The Owners Corporation 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:	Whitbread Insurance Brokers Pty Ltd
POLICY NUMBER:	41083
SUM INSURED:	\$31,340,000
RENEWAL DATE:	11/04/2025

BUILDING & CONTENTS:	\$31,340,000
TEMP ACCOM / LOSS OF RENT:	\$4,701,000
INSURED PROPERTY (COMMON AREA CONTENTS):	\$63,248
GENERAL LIABILITY:	\$30,000,000
FIDELITY GUARANTEE / CRIME INSURANCE:	\$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

Claim Excess:

Legal Defence:	\$1,000 per claim
Machinery Breakdown	\$1,000 per claim
Car Stacker	\$5,000 per claim
Water Damage	\$2,000 per claim
All other claims	\$2,000 per claim

Motion: Carried

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.*

The Owners Corporation acknowledges that Bluestone OCM Pty Ltd is an Authorised Representative of Whitbread Insurance Brokers Pty Ltd and is qualified to give general advice and factual advice about insurance, not personal advice.

Motion: *Carried*

16. Insurance Valuation Report

The Owners Corporation acknowledges receipt of the Insurance Valuation Report as commissioned on 10 April 2024 by WBP Group, pursuant to s. 65(1) & (3) *Owners Corporations Act 2006*

Motion: *Carried*

17. Confirmation of Appointment – Owners Corporation Manager

The Owners Corporation acknowledges that Bluestone OCM Pty Ltd is the appointed Owners Corporation Manager, in accordance with the Contract of Appointment between PS 642452G and Bluestone OCM Pty Ltd.

Motion: *Carried*

18. Occupational Health and Safety

The Owners Corporation resolves to undertake an independent safety assessment report of the common property in relation to Occupational Health and Safety.

Motion: *Carried*

19. General Business

Courtyard Paving Repairs

Members inquired about the timeline for the courtyard paving repairs and noted that the Committee and Bluestone are working diligently to secure a reputable contractor for the job, though it has been challenging. The issue is being discussed with the Chairperson on a weekly basis to ensure the repairs are completed as soon as possible.

Entry Keypad Isolation

Members inquired about the use of the keypad at the property entrance and the potential security risks when residents move out of the property. Bluestone confirmed that access devices are currently being sent to contractors who utilise the keypad. Once confirmation is received that the devices have been delivered, the keypad will be deactivated to prevent any further security concerns.

20. Meeting Closure

With no further business the Chairperson closed the meeting at 5.56pm.

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*.

Form 1 – Application for a building permit

Building Act 1993
BUILDING REGULATIONS 2018
Regulation 24

Please complete all fields as an incomplete form may delay obtaining a Building Permit Number from the VBA

Project	B502 –335-343 Burnley Street Richmond
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To (Private Building Surveyor) PLP Building Surveyors & Consultants Pty Ltd
Level 5, 136 Exhibition Street
MELBOURNE VIC 3000 Telephone 9650 7999
Email info@plpaust.com

From

Owner or Agent of Owner	PS642452G C/- Bluestone OCM		
ACN/ARBN (If Applicable)	75 193 002 674		
Postal Address of Applicant	Level 3/312 St Kilda Road, Melbourne VIC	Post Code	3004
Email	srk05@icloud.com		
Address for serving or giving of documents (if different from above)			
Postal Address of Applicant	Level 3/312 St Kilda Road, Melbourne VIC	Post Code	3004
Contact Person	Simon Keep	Telephone	Mobile 0421-059-567

☐ Tick here if the applicant is a lessee or licensee of Crown Land to which this application applies.

Lessee Responsible for Building Work

☐ Tick here to indicate if a Lessee of the building, of which parts are leased by different persons, is responsible for the alterations to a part of the building leased by that lessee.

Ownership Details (must complete if applicant is Agent of Owner)

Name of Owner(s)	PS642452G C/- Bluestone OCM		
ACN/ARBN (If Applicable)	75 193 002 674		
Postal Address	Level 3/312 St Kilda Road, Melbourne VIC	Post Code	3004
Contact Person	Level 3/312 St Kilda Road, Melbourne VIC	Telephone	0421-059-567
Email	srk05@icloud.com		

Property Details

Address	335-343 Burnley Street						
Suburb	Richmond			Post code	3121		
Lot/s		LP/PS		Volume		Folio	
Crown Allot		Section		Parish		County	
Municipal District					City of Yarra		
Land owned by the Crown or a Public Authority:					<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

*must provide either lot number or street number

Ownership

Tick all applicable

- ☒ Private ☐ Local Govt. ☐ State Govt.
☐ Commonwealth Govt. (crown land) ☐ Commonwealth Govt. (non crown land)

Builder	Building Engineering Pty Ltd		
ACN/ARBN (If Applicable)	41 103 839 514		
Building Practitioner Registration No.	CDB-U 56593		
Name	Building Engineering Pty Ltd	Telephone	03 8379 2200
Postal Address	125 Hawke Street West Melbourne	Post Code	3003
Email	Tom.s@buildingengineering.com.au		

[If the builder is carrying out domestic building work under a major domestic building contract, attach an extract of the major domestic building contract showing the names of the parties to the contract in relation to the proposed building work and a copy of the certificate of insurance (if applicable).]

Natural Person for Service of Directions, Notices and Orders (if builder is a body corporate) (If Applicable)			
Name		Telephone	
Postal Address		Postcode	

Building Practitioners and/or Architect to be Engaged to Prepare documents for this Permit

[List any building practitioner or architect engaged to prepare documents forming part of the application for this permit]

Category/Class	Registered Practitioner	Registration No.
Architect/Draftsperson	Peter Bouras	ARBV No.14362
Engineer (Civil/Structural)	Maged Ahmed	PE0001938
Engineer (Mechanical)	N/A	
Engineer (Electrical)	N/A	
Engineer (Fire Safety)	N/A	
Quantity Surveyor	N/A	
Builder	Building Engineering Pty Ltd	CDB-U 56593
Demolisher	N/A	
Other		

Nature of Building Work *(Tick if applicable or give "other" description)*

- | | | |
|--|---|--|
| <input type="checkbox"/> Construction of a new building | <input type="checkbox"/> Re-erection of a building | <input type="checkbox"/> Construction of a pool or spa barrier |
| <input type="checkbox"/> Alterations to an existing building | <input type="checkbox"/> Extension to an existing building | <input type="checkbox"/> Change of use of an existing building |
| <input type="checkbox"/> Demolition of a building | <input type="checkbox"/> Construction of swimming pool or spa | <input type="checkbox"/> Removal of a building |
| <input checked="" type="checkbox"/> Other (give description) <u>Recladding of building</u> | | |

Proposed Use of Building *Tick all applicable*

- | | | |
|---|--|--|
| <input type="checkbox"/> Class 1a (a) detached house | <input type="checkbox"/> Class 4 dwelling in a class 5, 6, 7, 8 or 9 building (caretakers unit) | <input type="checkbox"/> Class 8 laboratory, production, assembling, altering, repairing, packing, finishing, or cleaning of goods or produce for sale |
| <input type="checkbox"/> Class 1a (b) attached house/s | <input type="checkbox"/> Class 5 office building used for professional or commercial purposes | <input type="checkbox"/> Class 9a healthcare building including any parts of the building set aside as laboratories |
| <input type="checkbox"/> Class 1b (a) boarding/guest house, hostel | <input type="checkbox"/> Class 6 (1) eating room, café, restaurant, milk or soft-drink bar | <input type="checkbox"/> Class 9b an assembly building including a trade workshop or laboratory in a primary or secondary school |
| <input type="checkbox"/> Class 1b (b) short-term holiday accomm. | <input type="checkbox"/> Class 6 (2) dining room, bar that is not an assembly building, shop | <input type="checkbox"/> Class 9c residential care building |
| <input checked="" type="checkbox"/> Class 2 apartment building | <input type="checkbox"/> Class 6 (3) hairdresser's or barber's shop, public laundry, or undertaker | <input type="checkbox"/> Class 10a garage, carport, shed |
| <input type="checkbox"/> Class 3 (1) boarding/guest house, backpacker accommodation | <input type="checkbox"/> Class 6 (4) market or sale room, showroom, or service station | <input type="checkbox"/> Class 10b fence, retaining wall, pool, spa |
| <input type="checkbox"/> Class 3 (2) hotel / motel | <input type="checkbox"/> Class 7a carpark | <input type="checkbox"/> Class 10c private bushfire shelter |
| <input type="checkbox"/> Class 3 (3) residential part of a school | <input type="checkbox"/> Class 7b storage or display of good for sale by wholesale | |
| <input type="checkbox"/> Class 3 (4) accomm. for the aged, children, or people with disability. | | |
| <input type="checkbox"/> Class 3 (5) residential part of a health-care building for members of staff. | | |
| <input type="checkbox"/> Class 3 (6) residential part of a detention centre. | | |
| <input type="checkbox"/> Class 3 (7) residential care building | | |

Social Housing

Does any of the building work include the construction of social housing as referred to in Regulation 281B? ☐ Yes ☐ No

[Indicate Yes if the building work, which is the subject of this application, includes the construction of social housing or if other building work, which is the subject of a related staged building permit, includes the construction of social housing.]

Owner Builder

I intend to carry out the work as owner-builder (please tick)

☐ Yes ☒ No

Owner Builder Certificate of Consent No. (if applicable)

Issued by Building Practitioners Board to carry out domestic building work, valued greater than \$12,000

Total Cost of Building Work

Is there a contract for the building work?

☒ Yes ☐ No

If yes, state the total contract price

\$ 1,873,400 Excluding GST

If no, state the estimated total cost of the building work

\$ including GST

Cost is to include the cost of labour and materials and attach details of the method of estimation

Does the building work relate to more than one class of building, including a class of building referred to in Section 205G(2A) of the Building Act 1993 and a class 1, 9 or 10 building?

☐ Yes ☒ No

If yes, provide the cost of the building work that relates to the class or classes referred to in Section 205G(2A) of the Building Act 1993 and the cost of the building work that relates to a class 1, 9 or 10 building:

Cost of building work relating to a class 2 – 8 building

\$ including GST

Cost of building work relating to a class 1, 9 or 10 building:

\$ including GST

Stage of Building Work

Is application is to permit a stage of the works

☐ Yes ☒ No

If yes, state stage number and extent of stage

Stage No. _____

Stage Description _____

Cost of building work relating to a class 2 – 8 building

\$ including GST

Cost of building work relating to a class 1, 9 or 10 building:

\$ including GST

Nominated Levy Payer

Name:	Building Engineering Pty Ltd	Telephone:	03 8379 2200
Postal Address:	125 Hawke Street, West Melbourne	Post Code:	3003
Email:	tom.s@buildingengineering.com.au		

Signature of Applicant



Print Name

SIMON KEEP

Date

13-08-21

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.