



Contract of Sale of Land

**Property: Unit 105, 17 Railway Parade, Murrumbeena VIC
3163**

Name: Prior Law

Address: 154 Commercial Road, Morwell VIC 3840

Email: bethany.laughlin@priorlaw.com.au

Tel: 03 5135 3300 Ref: **DJP: BL: 260774**



Endorsed by the Australian Institute
of Conveyancers (Victorian Division)



Contract of sale of land

© Copyright January 2024

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*.

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

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: S & J Kelsey Property Nominees Pty (ACN: 603 307 713) ATF S & J Kelsey Superannuation Fund

State nature of authority, if applicable: Stuart Maxwell Kelsey – Director/Secretary & Justine Mary Kelsey – Director/Secretary

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

Table of contents

Particulars of sale

Special conditions

General conditions

1. ELECTRONIC SIGNATURE
2. LIABILITY OF SIGNATORY
3. GUARANTEE
4. NOMINEE
5. ENCUMBRANCES
6. VENDOR WARRANTIES
7. IDENTITY OF THE LAND
8. SERVICES
9. CONSENTS
10. TRANSFER AND DUTY
11. RELEASE OF SECURITY INTEREST
12. BUILDER WARRANTY INSURANCE
13. GENERAL LAW LAND
14. DEPOSIT
15. DEPOSIT BOND
16. BANK GUARANTEE
17. SETTLEMENT
18. ELECTRONIC SETTLEMENT
19. GST
20. LOAN
21. BUILDING REPORT
22. PEST REPORT
23. ADJUSTMENTS
24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING
25. GST WITHHOLDING
26. TIME & CO-OPERATION
27. SERVICE
28. NOTICES
29. INSPECTION
30. TERMS CONTRACT
31. LOSS OR DAMAGE BEFORE SETTLEMENT
32. BREACH
33. INTEREST
34. DEFAULT NOTICE
35. DEFAULT NOT REMEDIED

Particulars of sale

Vendor's estate agent

Name: Xynergy Realty Oakleigh

Address: 158 Drummond Street OAKLEIGH VIC 3166

Email: marketing@xynergy.com.au

Tel: (03) 9017 5881 Mob:

Fax:

Ref: Lisa Suryawan

Vendor

Name: S & J Kelsey Property Nominees Pty ATF S & J Kelsey Superannuation Fund

Address: 7 Bendanelle Court, GARFIELD VIC 3814

ACN: 603 307 713

Vendor's legal practitioner or conveyancer

Name: Prior Law

Address: 154 Commercial Road, Morwell VIC 3840

Email: bethany.laughlin@priorlaw.com.au

Tel: (03) 5135 3300

Ref: DJP: BL: 260774

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 11537 Folio 963	12	PS647880G

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 105, 17 Railway Parade, Murrumbidgee VIC 3163**

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

All fixed floor coverings, window furnishing and electric light fittings, fridge, dishwasher, washing machine, dryer

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**

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

☐ 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:

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.

1. Amendment to General Conditions of January 2024 Contract

1.1 General condition 3 (Guarantee) is deleted and replaced as follows:

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 in the form and terms of the form of Guarantee and Indemnity annexed to this contract. The purchaser must forthwith procure execution of such form by such directors and delivery of that executed form to the vendor with this contract and failure to do so is deemed a default under this contract entitling the vendor to issue a default notice.

1.2 General condition 4 (Nominee) is amended by the inclusion of the following words:

“If the nominee is a corporation a Guarantee and Indemnity as referred to in General Condition 3 (as modified by Special Condition 1.1) must be provided with the nomination.”

1.3 General condition 7 (Identity of Land) is amended as follows:

(a) The following words are added at the end of the general condition 7.1:

“The purchaser acknowledges and agrees that the land as offered for sale and inspected by the purchaser prior to signing this contract is identical with that described in the particulars of sale.”

(b) The following words are added at the end of general condition 7.2(b)

“or to move any boundary fence or to bear all or any part of the cost of doing so.”

2. Purchaser acknowledgements

2.1 The purchaser acknowledges that they are purchasing the property as a result of their own enquiries and inspection (including, where appropriate, inspections by tradespersons or consultants) and not relying upon any representation made by the vendor or any other person on the vendor’s behalf; and

(a) In its present condition and state of repair;

(b) Subject to all defects latent and patent;

(c) Subject to any infestations and dilapidation;

(d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and

(e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

2.2 The purchaser agrees not to seek to terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

2.3 The purchaser acknowledges and agrees that:

(a) the Vendor’s Agent has acted only as Agent of the Vendor and no information representation or warranty of the Vendor or his Agent was made with the intention or knowledge that it would be relied upon; and

(b) the only information, representations and warranties (if any) by the vendor, the vendor’s estate agent or the vendor’s legal practitioner relied upon by the purchaser are those expressly contained in this contract.

2.4 The purchaser agrees that ownership of any goods does not pass to the purchaser until payment in full of the price.

- 2.5 The purchaser acknowledges prior to signing this contract, the purchaser has received:
- (a) a copy of the section 32 statement required to be given by a vendor under section 32 of the Sale of Land Act 1962 in accordance with Division 2 of Part II of that Act; and
 - (b) a copy of the full terms of this contract.
- 3. Purchaser Inspection as to fixtures & chattels**
The Purchaser acknowledges that they have undertaken an inspection of the property, fixtures and chattels and acknowledge that they are purchasing and will accept delivery of the property and chattels "as is" i.e in their present condition and state of repair and with any defects existing at the date hereof and that the Vendor is under no liability or obligation to carry out repairs, renovations, alterations or improvements.
- 4. Purchaser Warranty – FIRB approval**
- (a) In the event that the Purchaser is a foreign resident or a non-resident of Australia or is otherwise required to obtain approval to enter into this Contract the Purchaser hereby warrants that it where required by law obtained the approval of the Treasurer of the Commonwealth and of the Reserve Bank of Australia in relation to any funding or in the case of the Treasurer has a received a statement of non-objection by the Treasurer or submits herewith evidence that the Treasurer has ceased to be empowered to make an order under Part II of the *Foreign Acquisitions and Takeovers Act 1975*.
 - (b) The Purchaser further acknowledges that in the event that this warranty is untrue in any respect the Purchaser hereby indemnifies the Vendor against and loss which the Vendor suffers as a result of the Vendor having relied on this warranty when entering into this Contract including any consequential loss.
- 5. Planning and Use**
- 5.1 In this special condition 'restrictions' means any restrictions, conditions and controls as to planning, environment, building control, use and development under any legislation or subordinate legislation and under any order, planning scheme, regulation, by-law or permit, approval, consent or sanction contained in or made or issued pursuant to that legislation or subordinate legislation.
 - 5.2 The land is sold subject to all restrictions.
 - 5.3 The purchaser must not make any requisition, objection or claim any compensation from the vendor in respect of any restriction.
 - 5.4 The purchaser covenants and acknowledges that the purchaser has inspected and has made the purchaser's own independent assessment of the land and all improvements on the land and is satisfied with and accepts that they are to the purchaser's satisfaction in all respects and that the purchaser has relied exclusively on the purchaser's own independent assessment and own independent advice in respect of the property and improvements.
 - 5.5 The Purchaser, having made their own enquirers as to the use of the property, is satisfied the Australian Valuation Property Classification code (AVPCC) assigned to the property by the Valuer-General Victoria appropriately reflects the current and existing use of the property. The purchaser will not require the vendor to object or change the AVPCC prior to the settlement of the property or claim any compensation from the vendor in respect of any error in the AVPCC assigned to the property.
- 6. Auction**
If the property is offered for sale by public auction, it is subject to the vendor's reserve price. The rules for the conduct of the auction shall be as set out in the schedules to the Sale of Land (Public Auctions) Regulations 2014 with the deletion of the first option at paragraph 1 (to the effect that the auctioneer may make one or more bids on behalf of the vendor of the land at any time during the auction) or any rules prescribed by regulation which modify or replace those rules.
- 7. Undisclosed Principal**
If the Purchaser buys as agent on behalf of an undisclosed principal, the purchaser shall remain personally liable under this Contract at all times.
- 8. Guarantee - Trustee**
If the Purchaser is or nominates to any corporation or trustee, the Purchaser must procure the execution of the Guarantee annexed to this Contract by each of the directors or trustees of the nominee entity.
- 9. Solar Panels**
The Purchaser acknowledges that if there are solar panels installed on the roof of the dwelling constructed on the property hereby sold, the Vendor makes no representations or warranties with

respect to the solar panels in relation to their condition, state of repair, fitness for the purposes for which they were installed, their in-put to the electricity grid or any benefits arising from any electricity generated by any said solar panels.

10. GST Withholding Notice



If this box is checked the Purchaser is not required to make a payment under Section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) in relation to the supply of the property described in the particulars of sale. By signing this Contract, the Purchaser hereby accepts this Special Condition as the required notice pursuant to Section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) and in accordance with General Condition 25.3 of this Contract of Sale.

GUARANTEE AND INDEMNITY

TO: The withinnamed and described Vendor (hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the withinnamed Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

Vendor: S & J Kelsey Property Nominees Pty (ACN: 603 307 713) ATF S & J Kelsey Superannuation Fund

Purchaser:

Guarantor/s:

IN WITNESS whereof the said Guarantors have set their hands and seals
this day of 20

IN WITNESS whereof the said Guarantors have set their hands and seals
this day of 20

this day of 20

SIGNED by the said Guarantor

)

)

in Victoria in the presence of:

)

)

)

.....

SIGNED by the said Guarantor

)

)

in Victoria in the presence of:

)

)

)

.....

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.

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 30 October 2018.

© Copyright June 2024

Section 32 Statement

Instructions for completing this document.

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included.

"Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

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 105, 17 Railway Parade, Murrumbeena VIC 3163

**+ Vendor's
name**

**S & J Kelsey Property Nominees Pty (ACN: 603 307 713) ATF S & J Kelsey
Superannuation Fund**

Date

/ /

**+ Vendor's
signature**


Justine Kelsey (Jul 6, 2026 19:47:59 GMT+10)

Jul 6, 2026


stuart kelsey (Jul 7, 2026 12:06:42 GMT+10)

Jul 7, 2026

**+ Vendor's
name**

Date

/ /

**+ Vendor's
signature**

**+ Purchaser's
name**

Date

/ /

**+ Purchaser's
signature**

**+ Purchaser's
name**

Date

/ /

**+ Purchaser's
signature**

27

Important information

Legal practitioners using this document should check for any subsequent changes in the law. The Law Institute of Victoria, its contractors and agents are not liable in any way, including, without limitation, in negligence, for the use to which this document may be put, for any errors or omissions in the precedent document, or any other changes in the law or understanding of the law, arising from any legislative instruments or the decision of any court or tribunal, whether before or after this precedent was prepared, first published, sold or used.

Copyright

This document is copyright. This document may only be reproduced in accordance with an agreement with the Law Institute of Victoria Ltd ABN 32 075 475 731 for each specific transaction that is authorized. Any person who has purchased a physical copy of this precedent document may only copy it for the purpose of providing legal services for a sale by a specific vendor of specific land.

1. FINANCIAL MATTERS

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

Are contained in the attached certificate/s.

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

Not Applicable

1.3 Terms Contract

This section 1.3 only applies if this section 32 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 section 32 statement is in respect of a contract which provides that any mortgage (whether registered or unregistered), is NOT to be discharged before the purchaser becomes entitled to possession or receipts of rents and profits.

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC No. 125
(b) Is the land tax reform scheme land within the meaning of the CIPT Act?	☐ YES ☒ NO
(c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR ☒ Not applicable

2. INSURANCE

2.1 Damage and Destruction

This section 2.1 only applies if this section 32 statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 Owner-Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s.

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

None 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:

None to the Vendor's Knowledge

4.2 Agricultural Chemicals

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

None to the Vendor's knowledge

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

29

Particulars of any building permit issued under the *Building Act* 1993 in the preceding 7 years (required only where

there is a residence on the land):

Are contained in the attached certificate.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

Not Applicable

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.
The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

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	☒ Gas supply	☐ Water supply	☐ Sewerage	☒ Telephone services
---	--	---------------------------------------	-----------------------------------	--

9. TITLE

Attached are copies of the following documents:

(a) Registered Title

9.1 ☒ 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.

OR

(b) General Law Title

☐ The last conveyance in the chain of title or other document which gives evidence of the vendor's title to the land.

9.2 ☐ Evidence of the vendor's right or power to sell (where the vendor is not the registered proprietor or the owner in fee simple).

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

Not Applicable

10.3 Further Plan of Subdivision

This section 10.3 only applies if the land is subject to a subdivision in respect of which a further plan within the

30

meaning of the *Subdivision Act 1988* is proposed.

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

(The Sale of Land Act 1962 provides that the vendor or the vendor's licensed estate agent must make a prescribed due diligence checklist available to purchasers before offering land for sale that is vacant residential land or land on which there is a residence. The due diligence checklist is NOT required to be provided with, or attached to, this section 32 statement but the checklist may be attached as a matter of convenience.)

Is attached

13. ATTACHMENTS

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

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

(Attached is a Law Institute of Victoria published "Additional Section 32 Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

See the attached

Due Diligence Checklist

What you need to know before buying a residential property



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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

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

Page 1 of 2

VOLUME 11537 FOLIO 963

Security no : 124134392807Q
Produced 06/05/2026 09:40 AM

LAND DESCRIPTION

Lot 12 on Plan of Subdivision 647880G.
PARENT TITLE Volume 08066 Folio 910
Created by instrument PS647880G 03/12/2014

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
S & J KELSEY PROPERTY NOMINEES PTY LTD of 7 BENDANELLE COURT GARFIELD VIC
3814
AL777669H 26/03/2015

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AL777670Y 26/03/2015
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 PS647880G 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: FLAT 105 17 RAILWAY PARADE MURRUMBEENA VIC 3163

ADMINISTRATIVE NOTICES

NIL

eCT Control 16320Q WESTPAC BANKING CORPORATION
Effective from 22/10/2016

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS647880G

34

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

Page 2 of 2

DOCUMENT END

Imaged Document Cover Sheet

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

Document Type	Plan
Document Identification	PS647880G
Number of Pages (excluding this cover sheet)	8
Document Assembled	06/05/2026 09:40

Copyright and disclaimer notice:

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

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

PLAN OF SUBDIVISION		STAGE NO. 	LRS use only EDITION 1	Plan Number PS 647880 G
Location of Land Parish: PRAHRAN EAST OF ELSTERNWICK Township: --- Section: --- Crown Allotment: --- Crown Portion: 77 (PART) Title Reference: vol. 8066 fol. 910 Last Plan Reference: LOT 1 TP 337759S Postal Address: 17 RAILWAY PARADE, (at time of subdivision) MURRUMBEENA 3163. MGA94 Co-ordinates E 330 240 ZONE: 55 (of approx. centre of land in plan) N 5 804 450		Council Certification Council Name: CITY OF GLEN EIRA Ref: - This plan is certified under section 6 of the Subdivision Act 1988. - This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / - 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 of the 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 signature print name Council Seal signature print name Date / / This plan is re-certified under section 11(7) of the Subdivision Act 1988. Council Delegate signature print name Council Seal signature print name Date / /		
Vesting of Roads and / or Reserves				
Identifier	Council/Body/Person			
Nil	Nil			
Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings:- - Median: all boundaries marked 'M'. - Internal Face: all boundaries marked 'I'. - Exterior Face: all other boundaries. Lots 2 to 18 (both inclusive) each comprise three parts. Lot 1 comprises four parts. The Common Property No.1 is all the land in this plan except lots 1 to 18 (both inclusive) & includes the structure of the walls, floors & ceilings marked 'I'. All internal columns, service ducts and pipe shafts within the building are deemed to be part of Common Property No.1. The positions of these columns, ducts and shafts have not been shown on the diagrams contained herein.		Notations Staging This is is not a staged subdivision Planning Permit No. Depth Limitation Does not Apply THIS IS SPEAR PLAN LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS Survey This plan is is not based on survey. This survey has been connected to permanent marks no(s). PM 324 & PM 325 in Proclaimed Survey Area No. ---		
Easement Information		LRS use only		
Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road) Section 12(2) of the Subdivision Act 1988 applies to all the land in this plan.		Statement of Compliance/ Exemption Statement Received X Date 19 / 11 / 14		
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
DICKSON HEARN PTY LTD A.C.N. 006 978 294 685 GLENHUNTLY ROAD, CAULFIELD SOUTH, 3162. Phone (03) 9523 9155 Fax (03) 9523 6926 email: melb@dicksonhearn.com.au		LICENSED SURVEYOR PETER ANDREW DENNIS (PRINT) SIGNATURE DIGITALLY SIGNED DATE / / REF. 5155		LRS use only PLAN REGISTERED Time 12.09PM Date 3 / 12 / 14 K.BUHAGIAR Assistant Registrar of Titles Sheet 1 of 7 Sheets DATE 37 COUNCIL DELEGATE SIGNATURE Original sheet size A3

PS 647880 G

Original Sheet Size A3

PLAN OF SUBDIVISION

Stage No. /

Plan Number

PS 647880 G

DIAGRAM 2: GROUND LEVEL & GROUND STOREY.

The diagram illustrates a subdivision of land into seven lots, labeled 1Pt through 7Pt. The lots are situated along a 'RAILWAY PARADE' on one side and 'TOWARD STREET' on the other. The plan includes various dimensions for the boundaries of the lots, such as bearings (e.g., 108°47'30", 277°16'30") and distances (e.g., 14.94, 14.63). It also shows common property areas and specific features like 'COMMON PROPERTY No.1'. A north arrow is located in the upper left, and a scale bar is provided in the lower left corner.

DICKSON HEARN PTY LTD
 A.C.N. 006 978 294
 685 GLENHUNTLY ROAD,
 CAULFIELD SOUTH, 3162.
 Phone (03) 9523 9155 Fax (03) 9523 6926
 email: melb@dicksonhearn.com.au

SCALE

2 0 2 4 8

LENGTHS ARE IN METRES

ORIGINAL

SCALE 1:200

SHEET SIZE A3

LICENSED SURVEYOR (PRINT) **PETER ANDREW DENNIS**

SIGNATURE _____ DATE / /

REF. 5155

Sheet 3 of 7 Sheets

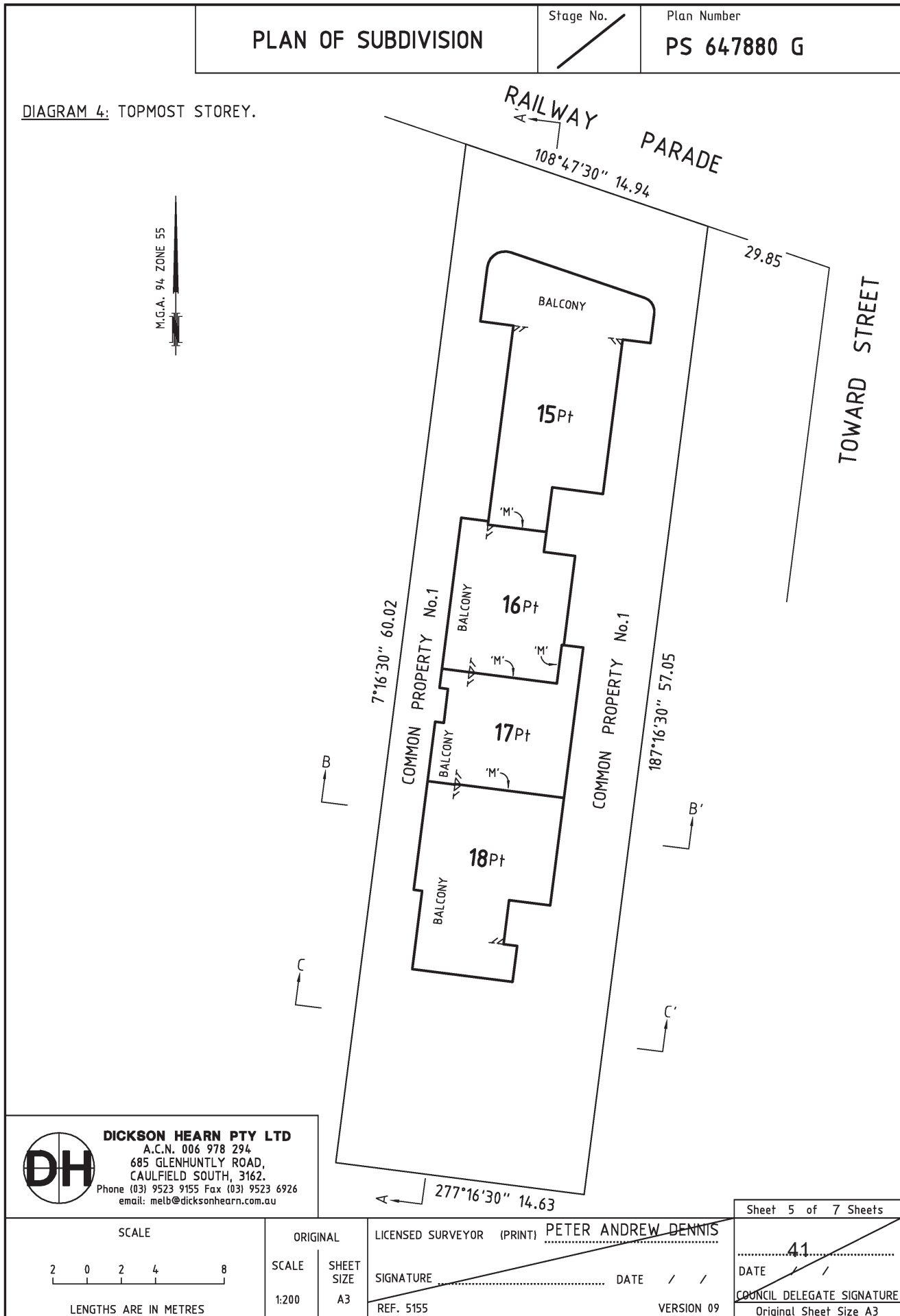
39

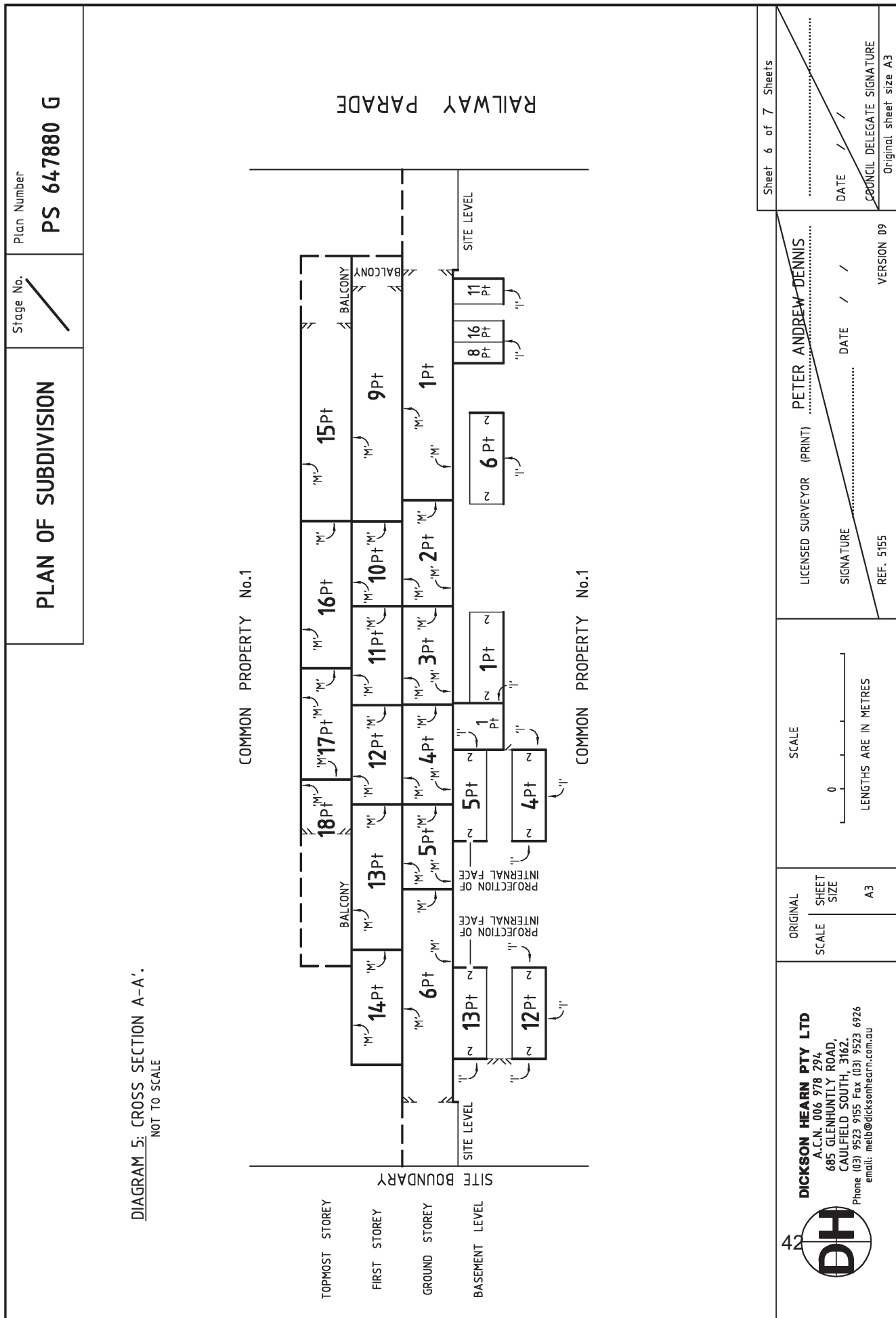
DATE / /

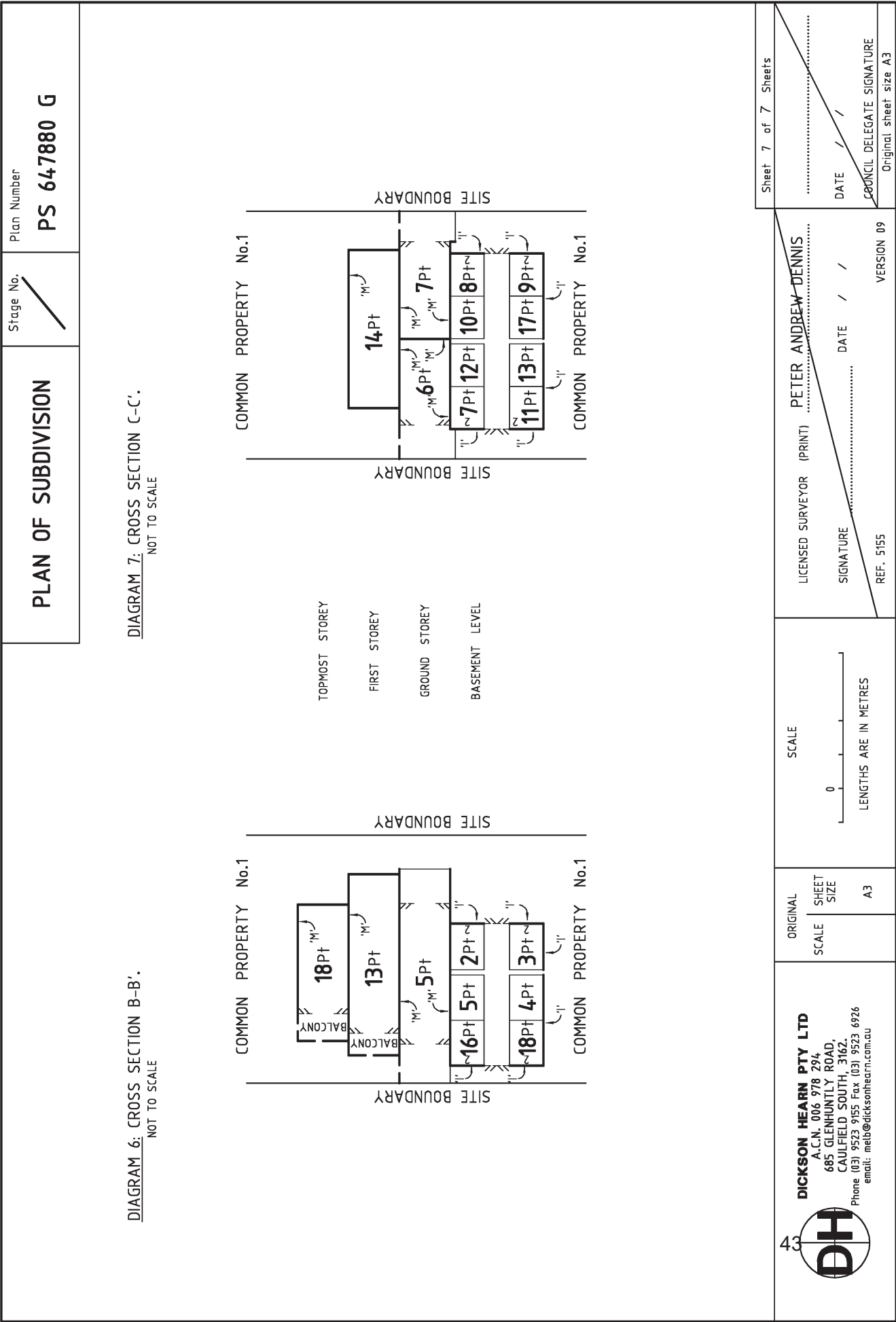
COUNCIL DELEGATE SIGNATURE _____

Original Sheet Size A3

Signed by: Peter Andrew Dennis (Dickson Hearn Pty Ltd - Melbourne) Surveyor's Plan Version (9) SPEAR Ref: S049408T 31/10/2014, Amended: 03/12/2014.









Glen Eira City Council

Plan of Subdivision PS647880G
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S049408T
Plan Number: PS647880G
Responsible Authority Name: Glen Eira City Council
Responsible Authority Reference Number 1: GE/CRT-5832/2014
Responsible Authority Reference Number 2: GE/PP-26612/2014
Surveyor's Plan Version: 9

Certification

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

Public Open Space

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

☒ Has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Michelle Yu
Organisation: Glen Eira City Council
Date: 10/11/2014

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1252649

APPLICANT'S NAME & ADDRESS

MADELINE PRIOR C/- LANDATA
DOCKLANDS

VENDOR

KELSEY, STUART MAXWELL

PURCHASER

FOR INFORMATION PURPOSES

REFERENCE

(PL 260774)

This certificate is issued for:

LOT 12 PLAN PS647880 ALSO KNOWN AS 105/17 RAILWAY PARADE MURRUMBEENA
GLEN EIRA CITY

The land is covered by the:

GLEN EIRA PLANNING SCHEME

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

The land:

- is included in a HOUSING CHOICE AND TRANSPORT ZONE - SCHEDULE 1
- is within a PARKING OVERLAY - PRECINCT 2-2

A detailed definition of the applicable Planning Scheme is available at :
(<https://planning-schemes.app.planning.vic.gov.au/gleneira>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian
Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

06 May 2026

Sonya Kilkenny
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@servotria.com.au

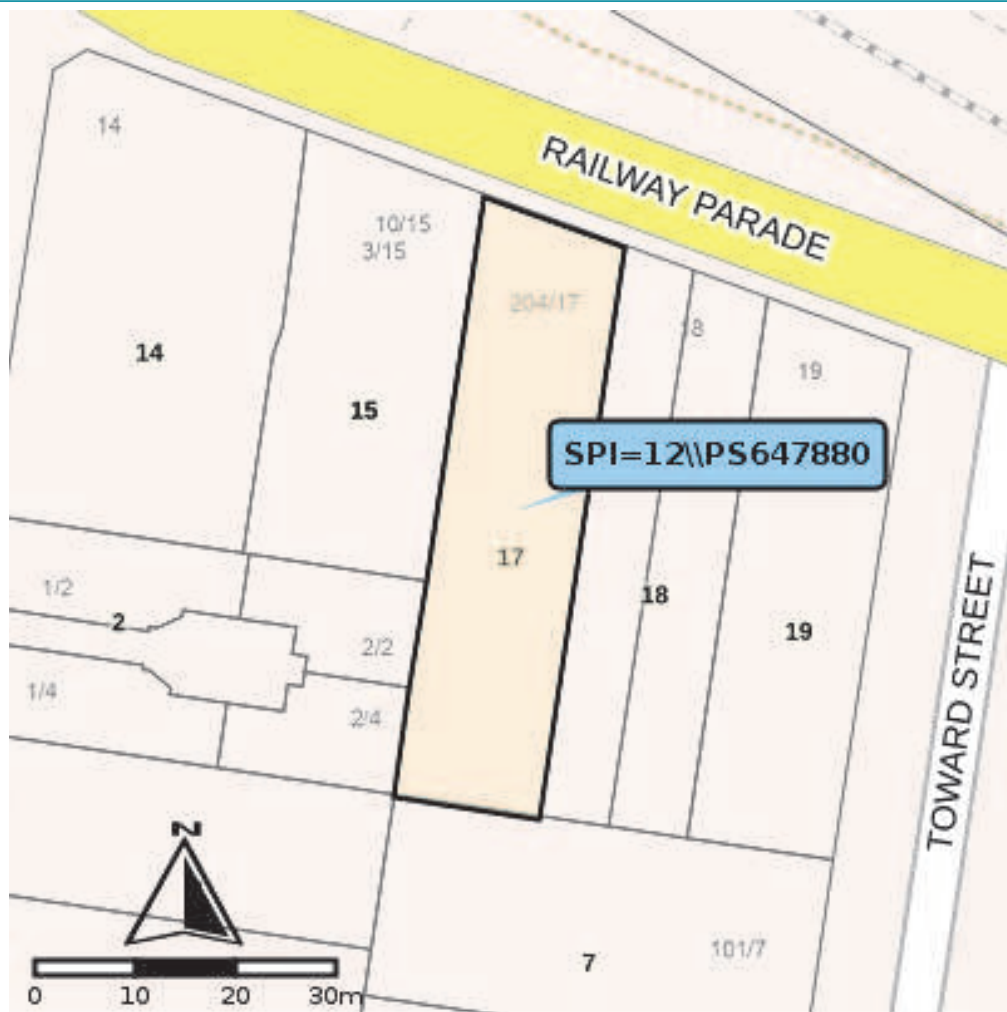
45

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.

46

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.

From www.planning.vic.gov.au at 13 May 2026 02:52 PM

PROPERTY DETAILS

Address: **105/17 RAILWAY PARADE MURRUMBEENA 3163**
 Lot and Plan Number: **Lot 12 PS647880**
 Standard Parcel Identifier (SPI): **12\PS647880**
 Local Government Area (Council): **GLEN EIRA**
 Council Property Number: **77783**
 Planning Scheme: **Glen Eira**
 Directory Reference: **Melway 69 B5**

www.gleneira.vic.gov.au

[Planning Scheme - Glen Eira](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
 Melbourne Water Retailer: **South East Water**
 Melbourne Water: **Inside drainage boundary**
 Power Distributor: **UNITED ENERGY**

STATE ELECTORATES

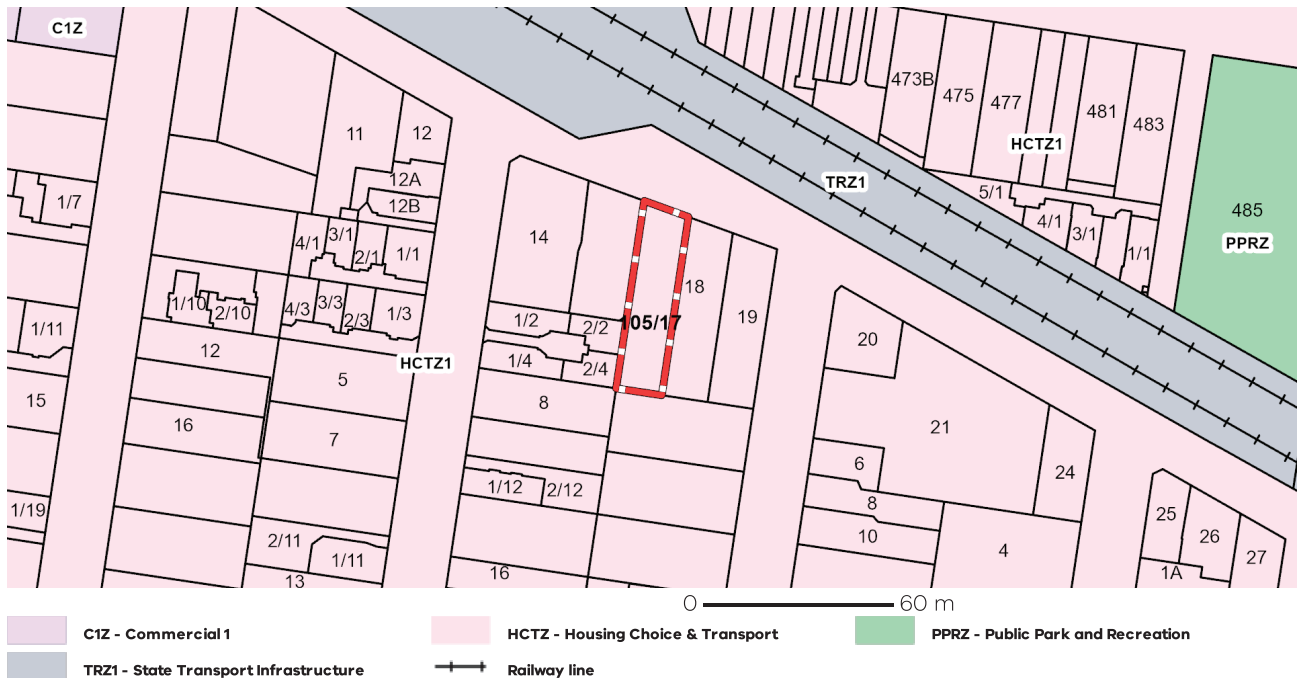
Legislative Council: **SOUTHERN METROPOLITAN**
 Legislative Assembly: **OAKLEIGH**
OTHER
 Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**
 Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

[HOUSING CHOICE AND TRANSPORT ZONE \(HCTZ\)](#)

[HOUSING CHOICE AND TRANSPORT ZONE - SCHEDULE 1 \(HCTZ1\)](#)

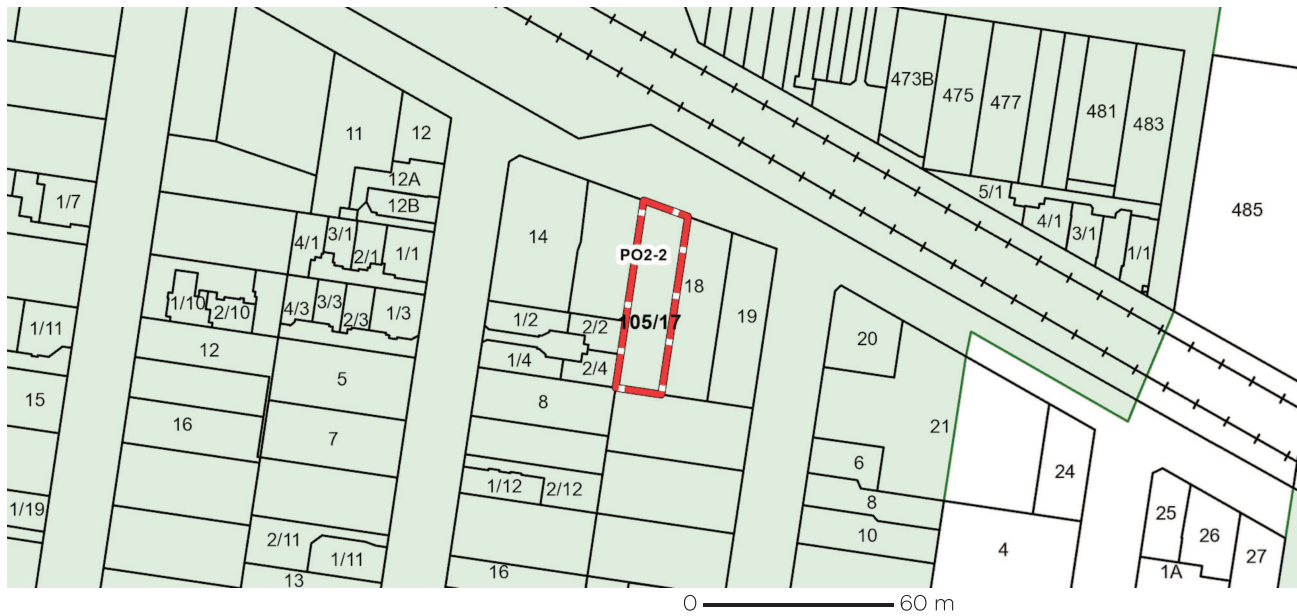


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

Planning Overlays

[PARKING OVERLAY \(PO\)](#)

[PARKING OVERLAY - PRECINCT 2-2 SCHEDULE \(PO2-2\)](#)



OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

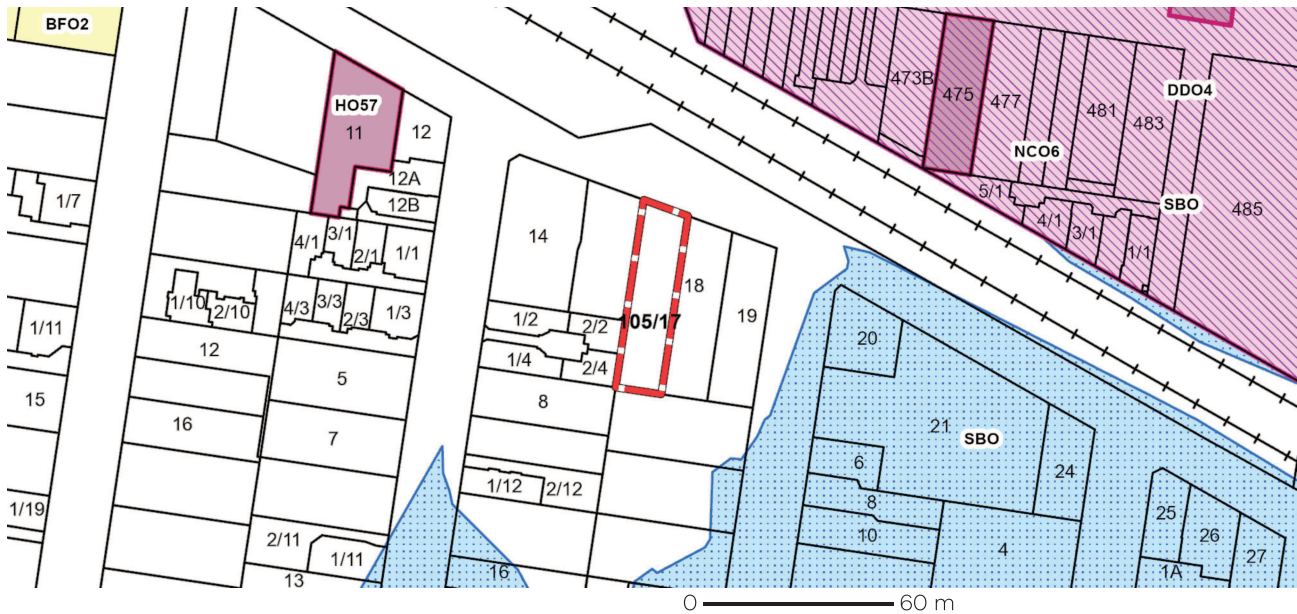
[BUILT FORM OVERLAY \(BFO\)](#)

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

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

[NEIGHBOURHOOD CHARACTER OVERLAY \(NCO\)](#)

[SPECIAL BUILDING OVERLAY \(SBO\)](#)



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

Copyright © - State Government of Victoria

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

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

Further Planning Information

Planning scheme data last updated on 8 May 2026.

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

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

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

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

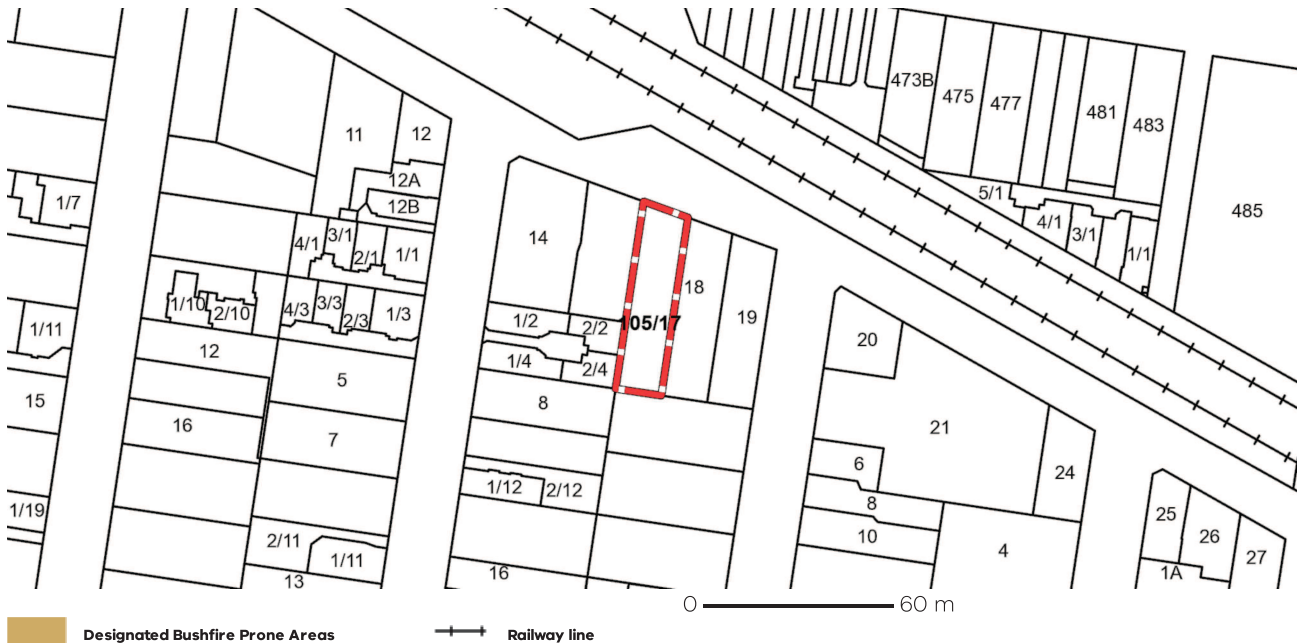
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

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

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

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



GLEN EIRA
CITY COUNCIL

LAND INFORMATION CERTIFICATE Section 121 Local Government Act 2020

Certificate No: 149958
Certificate Issue Date: 06-May-2026
Certificate Expiry Date: 04-Aug-2026

This certificate provides information regarding valuation, rates, charges, other monies owing and any orders and notices made under the **Local Government Act 1958**, the **Local Government Act 1989**, **Local Government Act 2020** or under local law or by-law of the Council and specified flood level by Council (if any).

This certificate is not required to include information regarding planning, building, health, land fill, land slip, other flooding information or service easements. Information regarding these matters may be available from the Council or the relevant authority. A fee may be charged for such information.

The property listed below may be excluded from Council's Residential Parking Permit Scheme. Information regarding properties that have been excluded can be found on Council's website at www.gleneira.vic.gov.au.

Landata
GPO BOX 527
MELBOURNE VIC 3001

Your Reference: 80456481-019-4:107941

In accordance with Section 175(1), Local Government Act 1989 the purchaser must pay all rates and charges outstanding at the time that person becomes the owner of the land. If the previous owner of the land was paying by instalments, Section 175(1A) allows the purchaser to continue payment of the rate and charge by instalments.

The specified due dates for instalments are: 30/09/2025, 30/11/2025, 28/02/2026, 31/05/2026.

Interest will be charged at 10.0% p.a. on all rates and charges not paid by the specified due date. Any arrears shown on this notice may be subject to Legal Action and/or Debt Collection Fees, interest will continue to accrue at 10.0% until paid in full.

This certificate is for the rating period 01/07/2025 to 30/06/2026.

Verbal confirmation of this certificate is available up to the Certificate Expiry Date as shown above; however, Council will not be held liable for any verbal advice or information given.

NOTICES, ORDERS, OUTSTANDING OR POTENTIAL LIABILITY / SUBDIVISIONAL REQUIREMENTS

- There are no monies owed for works under the Local Government Act 1958 or earlier Act.
- For any potential liability for Rates under the Cultural and Recreational Lands Act 1963 and
- For any potential liability for the land to become rateable under Section 173,174 or 174A of the Local Government Act 1989 and
- For any outstanding amount required to be paid for recreational purposes or any transfer of land required to be made to the Council for recreational purposes under Section 18, Subdivision of Land Act 1988 or the Local Government Act 1958 and
- For any monies owed under Section 227 of the Local Government Act 1989 and
- For any Notices or Orders on the land that have been served by Council under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by-law of the Council, which has a continuing application as at the date of this Certificate, please refer to Page 2 under "Other Information" for more details.

Received the sum of \$30.60 being the fee for this certificate.

TOTAL OUTSTANDING FOR Flat 105 17 Railway Parade MURRUMBEENA VIC 3163
____\$0.00_____

Delegated Officer

51



GLEN EIRA
CITY COUNCIL

LAND INFORMATION CERTIFICATE Section 121 Local Government Act 2020

Certificate No: 149958
Certificate Issue Date: 06-May-2026
Certificate Expiry Date: 04-Aug-2026

Property Location Flat 105 17 Railway Parade MURRUMBEENA VIC 3163

Parcel Details: Lot 12 PS 647880G

Titles: Volume: 11537 Folio: 963

Valuation Details: Council uses Net Annual Value to determine the value of the property for rating purposes.

AVPCC	125 - Strata Unit or Flat
Site Value	65,000
Capital Improved Value	370,000
Net Annual Value	18,500
The level of Value Date is: 01/01/2025	Effective Date of Valuation: 01-Jul-2025

Rating Information:

Assessment Number: 77783/9

	General Rates	Emergency Services and Volunteers Fund	Garbage Charge	Total
Arrears	0.00	0.00	0.00	\$0.00
Arrears Interest	0.00	0.00	0.00	\$0.00
Arrears Legal Fees	0.00	0.00	0.00	\$0.00
Current Rates Levied 2025/2026	513.95	200.00	92.00	\$805.95
Current Interest	0.00	0.00	0.00	\$0.00
Rebates	0.00	0.00	0.00	\$ 0.00
Current Legal Fees	0.00	0.00	0.00	\$0.00
Payments	-513.95	-200.00	-92.00	(\$805.95)
Balance Outstanding	0.00	0.00	0.00	\$0.00

Payments are allocated as follows: Legal Costs, Interest Arrears, Separate rates, Service charges, Current rates

Summary of Charges Outstanding:

General Rates, Charges & ESVF	\$0.00
Separate Rates	\$0.00
Other Charges	\$0.00
Total Outstanding	\$0.00

Bpay payment details:

Biller Code: 73106

Reference Number: 9334077783955

The particulars provided in this certificate is for information purposes only and may be subject to change. Please call Council for an update prior to Settlement.

Please ensure rates and promotional scheme amounts are paid to their respective reference numbers when applicable.

Notices of Acquisition should be forwarded to rates@gleneira.vic.gov.au

Other Information:

Land Information Certificate Ordering now available online:

Land Information Certificates can now be **ordered and paid for online** via the City of Glen Eira's website www.gleneira.vic.gov.au. From the menu options located on the left-hand side, select Rates and Valuations then click on Certificates.

You will need to register for this service initially by clicking on the register option located on the top right-hand corner of the screen. Once registered you can pay for and order Land Information Certificates online. Payments can only be made by Bankcard, Mastercard or Visa. For further details please contact Council's Customer Service Centre on 03 9524 3333.



GLEN EIRA
CITY COUNCIL

LAND INFORMATION CERTIFICATE
Section 121 Local Government Act 2020

Certificate No: 149958
Certificate Issue Date: 06-May-2026
Certificate Expiry Date: 04-Aug-2026

Madeline Prior
E-mail: certificates@landata.vic.gov.au

Statement for property:
FLAT 105 LOT 12 17 RAILWAY
PARADE MURRUMBEENA 3163
12 PS 647880

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
22K//05456/00148	LANDATA CER 80456481-027-9	06 MAY 2026	52088428

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/04/2026 to 30/06/2026	\$22.45
Melbourne Water Corporation Total Service Charges	01/04/2026 to 30/06/2026	\$31.25

(b) By South East Water

Water Service Charge	01/04/2026 to 30/06/2026	\$21.97
Sewerage Service Charge	01/04/2026 to 30/06/2026	\$100.41
Subtotal Service Charges		\$176.08
Arrears		\$176.05
TOTAL UNPAID BALANCE		\$352.13

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

* Please Note: if usage charges appear above, the amount shown includes one or more of the following:

Water Usage, Recycled Water Usage, Sewage Disposal, Fire Service Usage and Trade Waste Volumetric Fees.

Interest may accrue on the South East Water charges listed in this statement if they are not paid by the due date as set out in the bill.

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

South East Water
Information Statement Applications
PO Box 2268, Seaford, VIC 3198

You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.

- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

Where available, the location of sewers is shown on the attached plan. Please ensure where manholes appear, that they remain accessible at all times "DO NOT COVER". Where driveways/paving is proposed to be constructed over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset, the owner will be responsible for all costs associated with any demolition and or re-instatement works, necessary to allow maintenance and or repair of the asset effected. Where changes to the surface levels requires maintenance shafts/holes to be altered, all works must be carried out by South East Water approved contractors only. For information call 131694. For all other works, prior consent is required from south East Water for any construction over easements for water supply/sewerage purposes, or within 1 metre of a South East Water asset.

To assist in identifying if the property is connected to South East Waters sewerage system, connected by a shared, combined or encroaching drain, it is recommended you request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee at www.southeastwater.com.au Part of the Property Sewerage Branch servicing the property may legally be the property owners responsibility to maintain not South East Waters. Refer to Section 11 of South East Waters Customer Charter to determine if this is the case. A copy of the Customer Charter can be found at www.southeastwater.com.au. When working in proximity of drains, care must be taken to prevent infiltration of foreign material and or ground water into South East Waters sewerage system. Any costs associated with rectification works will be charged to the property owner.

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

If no plan is attached to this Statement, South East Water is not aware of any works belonging to South East Water being present on the property.

If a plan is attached to this Statement, it indicates the nature of works belonging to South East Water, their approximate location, and the approximate location of any easement relating to those works.

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

Important Warnings

The map base for any attached plan is not created by South East Water which cannot and does not guarantee the accuracy, adequacy or completeness of any information in the plan, especially the exact location of any of South East Water's works, which may have changes since the attached plan was prepared. Their location should therefore be proven by hand before any works are commenced on the land.

Unless South East Water's prior written approval is obtained, it is an offence to cause any structure to be built or any filling to be placed on a South East Water easement or within 1 metre laterally of any of its works or to permit any structure to be built above or below any such area.

Any work that requires any South East Water manhole or maintenance shaft to be altered may only be done by a contractor approved by South East Water at the property owner's cost.

If the owner builds or places filling in contravention of that requirement, the owner will be required to pay the cost of any demolition or re-instatement of work that South East Water considers necessary, in order to maintain, repair or replace its asset.

This Statement does not include any information about current or outstanding consent issued for plumbing works on at the property.

3. Disclaimer

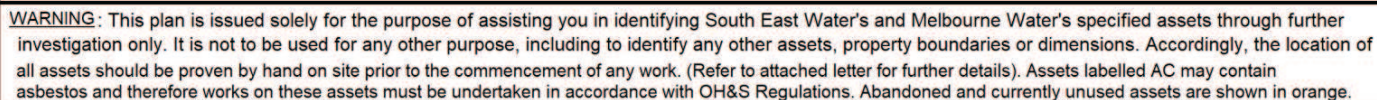
This Statement does not contain all the information about the property that a prospective purchaser may wish to know. Accordingly, appropriate enquiries should be made of other sources and information.

South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian Consumer Law.

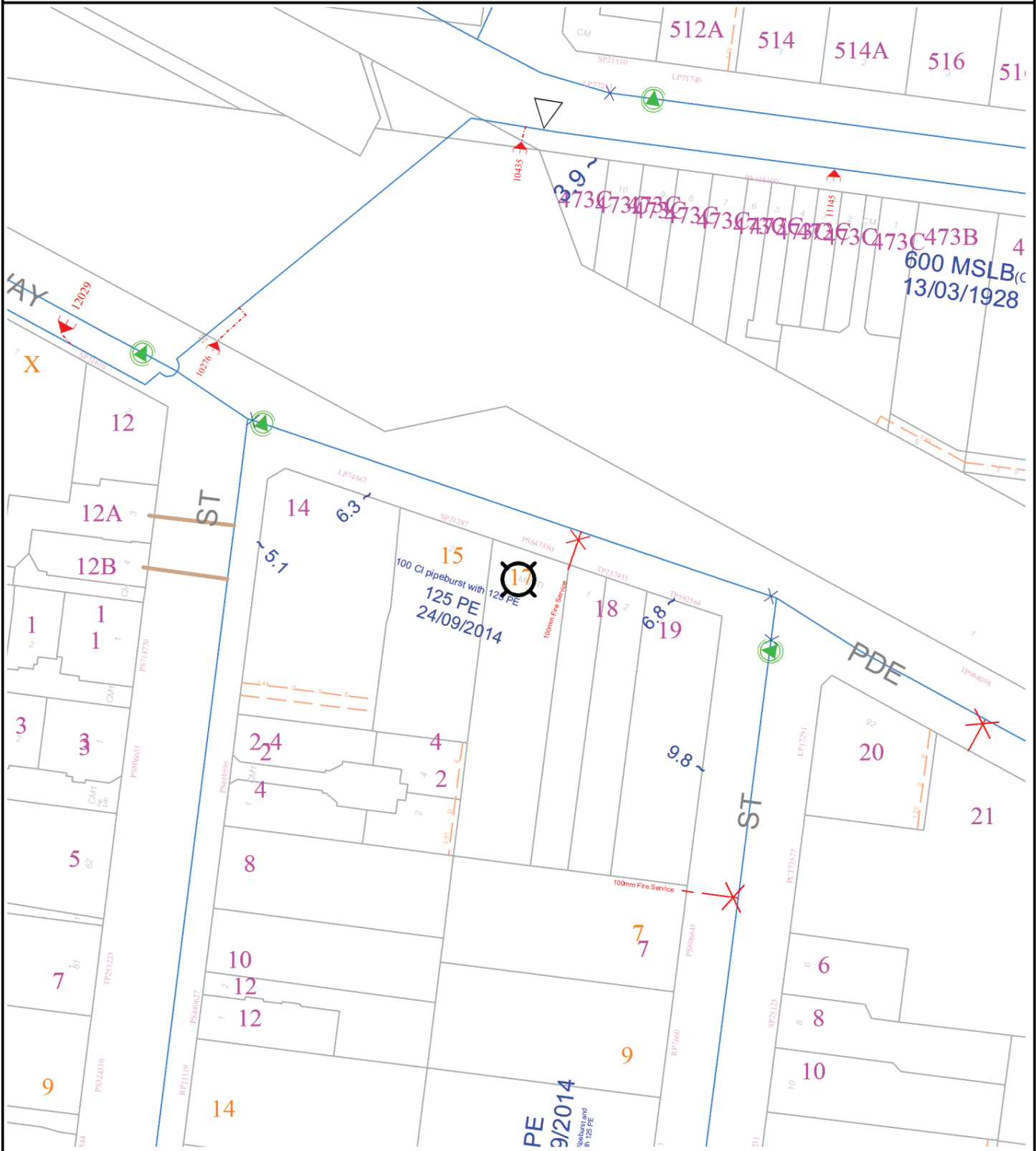
AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read 'Lara Salembier'.

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE



 Title/Road Boundary  Proposed Title/Road  Easement	  	Subject Property Sewer Main & Property Connections Direction of Flow	 Maintenance Hole  Inspection Shaft  Offset from Boundary	 Abandoned Sewer 57
Melbourne Water Assets  Sewer Main  Maintenance Hole  Underground Drain  Channel Drain  Natural Waterway  Underground Drain M.H.				



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled AC may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

- - - Easement



Subject Property



Water Main Valve

Water Main & Services



Hydrant



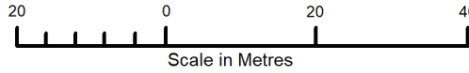
Fireplug/Washout



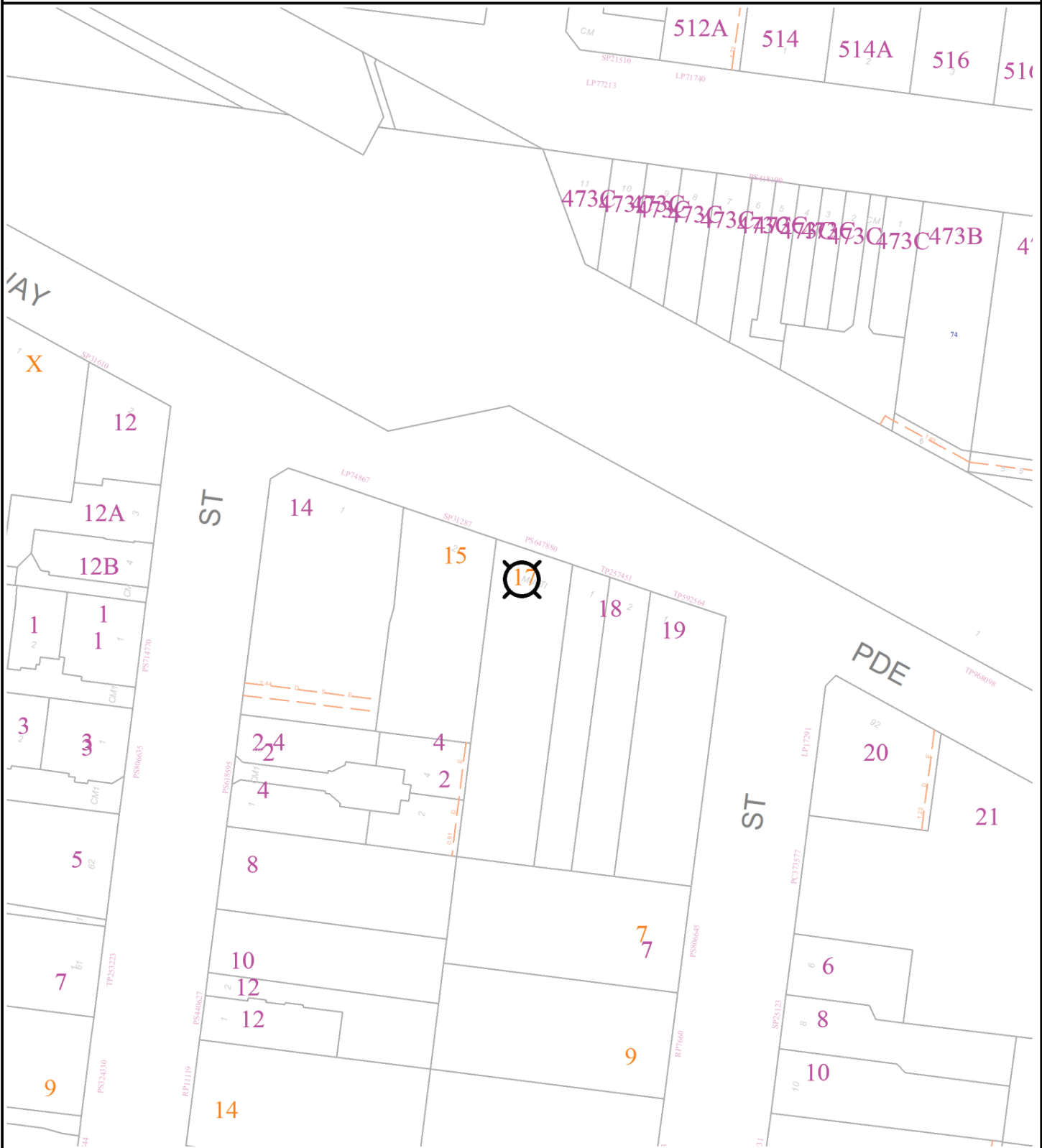
~ 1.0 Offset from Boundary



Case Number: 52088428



Date: 06MAY2026



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's and Melbourne Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details). Assets labelled A659 may contain asbestos and therefore works on these assets must be undertaken in accordance with OH&S Regulations. Abandoned and currently unused assets are shown in orange.

LEGEND

— Title/Road Boundary

- - - - - Proposed Title/Road

- - - - - Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main & Services



Hydrant

Fireplug/Washout



Offset from Boundary

Property Clearance Certificate

Land Tax



MADELINE PRIOR

Your Reference:	LD:80456481-015-6.(PL 26077
Certificate No:	99053513
Issue Date:	07 MAY 2026
Enquiries:	MXG16

Land Address: UNIT 105, 17 RAILWAY PARADE MURRUMBEENA VIC 3163

Land Id	Lot	Plan	Volume	Folio	Tax Payable
41768203	12	647880	11537	963	\$500.00

Vendor: STUART KELSEY
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)		Proportional Tax	Penalty/Interest	Total
S & J KELSEY SUPERANNUATION FUNI	2026	\$65,000	\$500.00	\$0.00	\$500.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
---------------------	------	------------------	------------------	-------

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total
--	------	------------------	------------------	-------

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$370,000
SITE VALUE (SV):	\$65,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$500.00

Notes to Certificate - Land Tax

Certificate No: 99053513

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 = \$65,000

Calculated as \$500 plus (\$65,000 - \$50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,700.00

Taxable Value = \$370,000

Calculated as \$370,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 99053513

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: 99053513

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



MADELINE PRIOR

Your Reference:	LD:80456481-015-6.(PL 260774)
Certificate No:	99053513
Issue Date:	07 MAY 2026
Enquires:	MXG16

Land Address: UNIT 105, 17 RAILWAY PARADE MURRUMBEENA VIC 3163					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
41768203	12	647880	11537	963	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
125	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:	\$370,000
SITE VALUE:	\$65,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 99053513

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 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



MADELINE PRIOR

Your Reference: LD:80456481-015-6.(PL 260774)

Certificate No: 99053513

Issue Date: 07 MAY 2026

Land Address: UNIT 105, 17 RAILWAY PARADE MURRUMBEENA VIC 3163

Lot	Plan	Volume	Folio
12	647880	11537	963

Vendor: STUART KELSEY

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

A handwritten signature in black ink, appearing to read "Paul Broderick".

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:

\$0.00

Notes to Certificate - Windfall Gains Tax

Certificate No: 99053513

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

BPAY



Billers Code: 416073
Ref: 99053514

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: 99053514

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments. **65**



**** Delivered by the LANDATA® System, Department of Transport and Planning ****

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Madeline Prior
219 McKinnon Road
MCKINNON 3204

Client Reference: (PL 260774)

NO PROPOSALS. As at the 6th May 2026, 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 105 17 RAILWAY PARADE, MURRUMBEENA 3163
CITY OF GLEN EIRA

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: 6th May 2026

Enquiries: Statutory Building Services
Telephone: 9524 3333



GLEN EIRA
CITY COUNCIL

13-May-2026

Landata
GPO BOX 527
MELBOURNE VIC 3001

Dear Applicant,

PROPERTY: Flat 105 17 Railway Parade MURRUMBEENA VIC 3163
YOUR REFERENCE: 80456481-020-0:107940

In reply to your request for Building Permit particulars for the preceding ten (10) years pursuant to regulation 51 (1) of the Building Regulations 2018, I wish to advise you that our records indicate the following:

Application	Issue date	Description	Final approval date
2277/PBS30/2025	09-Jul-2025	Cladding rectification works.	11-Aug-2025

Current notices etc. under *Building Act 1993: Building Notice issued 16-Jul-2020 by Glen Eira Council re cladding. All enquiries please contact Glen Eira's Building Department on 9524 3333.*

Details of any current statements under regulation 64 or 231: Nil:

NOTE:

Regulation 145 of the Building Regulations 2018, requires that owners of residential buildings (Class 1, 2, 3 or 4), **have** installed self-contained smoke alarms complying with AS 3786-1993.

Regulation 136 of the Building Regulations 2018 requires that owners of land containing a swimming pool constructed prior to 8 April 1991 **must** provide a suitable barrier complying with the regulations to restrict children under the age of five years from gaining access to the swimming pool.

Yours sincerely,

A handwritten signature in black ink, appearing to read "N. Babatsikos".

NICKI BABATSIKOS
MUNICIPAL BUILDING SURVEYOR

Glen Eira City Council
Corner Glen Eira and Hawthorn Roads,
Caulfield, Victoria
PO Box 2421 Caulfield Junction 3161

Telephone 03 9524 3333
National Relay Service TTY dial 13 36 77 or
Speak and Listen 1300 555 727 or
www.iprelay.com.au

Facsimile 03 9523 0339
Email mail@gleneira.vic.gov.au
Website www.gleneira.vic.gov.au

ABN 65 952 882 314

67



105/17 Railway Parade, Murrumbeena, Victoria

Owner Builder Report (Section 137B Report)

OBR - Owner builder report Section 137B - Owner Builder Report (Section 137B Report)

28 May 2026

Report number:	15839118
Inspection Date:	28 May 2026
Property Address	105/17 Railway Parade, Murrumbeena, Victoria
Owner Builder Works	See Description of Works to be Inspected on Page 8

Service

As requested by the Client, RBI has agreed to undertake the inspection, carried out by the Building Consultant, and provide this Owner Builder Defects Report in order to assist the Client with complying with their requirements under section 137B of the Building Act (Owner Builder Construction).

"Client" means the person or persons, for whom the Report was prepared for, including the Owner.

"Building Act" means the Building Act 1993 (Vic).

"Building Consultant" means a person, business or company who is qualified and experienced to undertake an inspection in accordance with Australian Standard AS 4349.0-2007 'Inspection of Buildings' including Appendix C and the Building Act.. The consultant must also meet any Government licensing requirement, where applicable.

"Owner" means the owner of the property identified above.

"Owner Builder Works" means the building works identified in drawings provided or identified to the Building Consultant and RBI by the Owner, or the Client on the Owner's behalf, referred to in the section below titled "Description of Works to be Inspected".

"Rapid Building Inspections" or "RBI" means Rapid Building Inspections Pty Ltd (ABN 75 614 843 131).

"Report" means this Owner Builder Defects Report, including all the terms and conditions, undertaken with respect to the Owner Builder Works, prepared to assist the Owner with complying with their requirements under s 137B of the Building Act.

This Report is not a Pre Purchase Report, but has been carried out on behalf of the owner to assist the owner with fulfilling their obligations under section 137B of the Building Act. While this Report contains the matters that are required under s 137B(2)(a)(i) of the Building Act, the Owner is responsible for ensuring they fully comply with s 137B of the Building Act.

This Owner Builder Defects Report was produced for the exclusive use of the Client. Neither RBI or the Building Consultant, their company or firm are liable for any reliance placed on this report by any third party.

Terms on which this report was prepared

Owner Builder Defects Report (137B Report)

PURPOSE OF INSPECTION

The purpose of this inspection is to provide an Owner Builder Defects Report to the Client regarding the condition of any renovations, extensions or other works undertaken by the Owner as an Owner Builder to assist the Client with fulfilling their obligations under section 137B of the Building Act. This Report only covers the Owner Builder Works as identified to RBI by the Client.

SCOPE OF INSPECTION

This Report only covers or deals with any evidence of, with respect to the Owner Builder Works,: Structural Damage; Conditions Conducive to Structural Damage; any Major Defect in the condition of Secondary Elements and Finishing Elements; collective (but not individual) and the matters that must be covered in a building report that is provided under 137B of the Building Act

Minor Defects; and any Serious Safety Hazard discernible at the time of inspection in connection with the Owner Builder Works. The inspection is limited to the Readily Accessible Areas of the Building & Site (see Note below) and is based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests.

"Structural Damage" means, with respect to the Owner Builder Works, a significant impairment to the integrity of the whole or part of the Structure falling into one or more of the following categories:

(a) Structural Cracking and Movement - major (full depth) cracking forming in Primary Elements resulting from differential movement between or within the elements of construction that form part of the Owner Builder Works,, such as foundations, footings, floors, walls and roofs in this area.

(b) Deformation - an abnormal change of shape of Primary Elements that form part of the Owner Builder Works resulting from the application of load(s).

(c) Dampness - the presence of moisture, which is causing consequential damage to Primary Elements.

(d) Structural Timber Pest Damage - structural failure, i.e. an obvious weak spot, deformation or even collapse of timber Primary Elements resulting from attack by one or more of the following wood destroying agents: chemical delignification; fungal decay; wood borers; and termites.

"Structure" means the loadbearing part of the building that forms part of the Owner Builder Works, comprising the Primary Elements.

"Primary Elements" means those parts of the building that form part of the Owner Builder Works providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams or columns. The term 'Primary Elements' also includes other structural building elements that form part of the Owner Builder Works -including: those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

"Conditions Conducive to Structural Damage" means noticeable building deficiencies or environmental factors that may contribute to the occurrence of Structural Damage in the Owner Builder Works.

"Major Defect" means defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the Owner Builder Works.

"Secondary Elements" means those parts of the Owner Builder Works not providing loadbearing capacity to the Structure, or those nonessential elements which, in the main, perform a completion role around openings in Primary Elements and in connection with the Owner Builder Works in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

"Finishing Elements" means, with respect to the Owner Builder Works, the fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor and wall tiles, trim or paint. The term 'Finishing Elements' does not include furniture or soft floor coverings such as carpet and lino.

"Minor Defect" means defect other than a Major Defect.

"Serious Safety Hazard" means any item that may constitute an immediate or imminent risk to life, health or property.

Occupational, health and safety or any other consequence of these hazards has not been assessed.

"Tests" means where appropriate the carrying out of tests in relation to the Owner Builder Works using the following procedures and instruments:

(a) Dampness Tests - additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.

(b) Physical Tests - the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

ACCEPTANCE CRITERIA

Unless noted in "Special Conditions or Instructions", the Report assumes that the existing use of the Owner Builder Works, and the building more generally, will continue.

This Report only records the observations and conclusions of the Consultant about the readily observable state of the Owner Builder Works disclosed to Rapid Building Inspections and listed on this report at the time of inspection. The Report therefore cannot deal with:

(a) possible concealment of defects, including but not limited to, defects concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint; and

(b) undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out.

These matters outlined above in (a) & (b) are excluded from consideration in this Report.

If the Client has any doubt about the purpose, scope and acceptance criteria on which the Report was based please discuss your concerns with the Consultant on receipt of the Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

LIMITATIONS

The Client acknowledges:

1. A visual only inspection may be of limited use to the Client, particularly where the cause/source of a defect cannot be determined by visible inspection only. In addition to a visual inspection and in order to thoroughly inspect the Readily Accessible Areas of the Owner Builder Works - the consultant may carry out necessary non invasive tests.
2. This Report does not include the inspection and assessment of items or matters outside the scope of the requested inspection and Report. Other items or matters may be the subject of a Special-Purpose Inspection Report, which is adequately specified (see Exclusions below).
3. This Report does not include the inspection and assessment of items or matters that do not fall within the Consultant's direct expertise, any areas outside of the Owner Builder Works or that are not required to be inspected in order to meet the requirements of s 137B of the Building Act (unless stated otherwise).
4. The inspection only covered the Readily Accessible Areas of the Owner Builder Works. The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include - but are not limited to - roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements, or earth.
5. Australian Standard AS4349.0-2007 Inspection of Buildings, Part 0: General Requirements recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future.
6. This Report was produced for the use of the Client. Neither the Consultant or RBI are liable for any reliance placed on this report by any third party.
7. RBI cannot provide the Client with advice with respect to whether they need to obtain this Report in order to comply with the Building Act. The Client should seek independent professional advice as to whether they are required to comply with s 137B of the Building Act.
8. The Report has been provided with respect to the Owner Builder Works and the Client acknowledges that RBI and the Building Consultant have relied on the information provided by, or on behalf of, the Client in order to identify the Owner Builder Works when preparing this Report. Neither RBI nor the Building Consultant will be liable where the Client or Owner, or anyone acting on their behalf, has incorrectly identified the Owner Builder Works, or provided incorrect information in relation to the Owner Builder Works.
9. The Report only covers the Owner Builder Works and does not consider any other areas of the building. The Report may not cover works related to the Owner Builder Works unless the works are integral to the Owner Builder Works, require a permit or could result in water penetration generally.
10. While the Report contains the matters that are required under s 137B(2)(a)(i) of the Building Act, the Owner is responsible for ensuring they fully comply with all the requirements set out under s 137B of the Building Act.
11. This Report is not a pre-purchase report. It has been provided to assist the owner with fulfilling their obligations under s 137B of the Building Act. Neither the Client nor any purchaser should rely on this Report when considering the full condition of the building.
12. Some works carried out in isolation are not covered by s 137B of the Building Act.
13. This Report is only valid for 6 months from the date of this Report. As per section 137B(2)(a)(ii) of the Building Act, this Report must be obtained not more than 6 months before the relevant person enters into the contract to sell the building.

EXCLUSIONS

The Client acknowledges that this Report does not cover or deal with:

- (i) any individual Minor Defect;
- (ii) solving or providing costs for any rectification or repair work;
- (iii) the structural design or adequacy of any element of construction;

- (iv) detection of wood destroying insects such as termites and wood borers;
- (v) the operation of fireplaces and chimneys;
- (vi) any services including building, engineering (electronic), fire and smoke detection or mechanical;
- (vii) lighting or energy efficiency;
- (viii) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;
- (ix) any appliances such as dishwashers, insinkerator, ovens, stoves and ducted vacuum systems;
- (x) a review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead based paints;
- (xi) a review of environmental or health or biological risks such as toxic mould;
- (xii) unless stated otherwise, whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- (xiii) whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip or tidal inundation, or if it is flood prone; ; and
- (xiv) any areas outside the Owner Builder Works area.

Any of the above matters may be the subject of a special-purpose inspection report, which is adequately specified and undertaken by an appropriately qualified inspector.

Description of Works to be Inspected

Date of Report:	28 May 2026
Building Permit No	N/A
Building Permit Issued	N/A
Occupancy Permit No.	N/A
Occupancy Permit Issued	N/A
Certificate of Final Inspection No.	N/A
Certificate of Final Inspection Issued	N/A
Plans sighted:	N/A
Prepared by:	N/A
Drawing No's:	N/A
Issue No's:	N/A
Building Surveyor:	N/A
Building Surveyor Registration:	N/A
Domestic Building Works covered by this Report:	Waterproofing to bathroom shower and balcony.
Description of Building and Materials used in Construction:	Ceramic tiles, waterproofing materials, silicone sealant.

The Parties

Pre-engagement inspection agreement number (if applicable):	15839118
Name of Client:	Stuart Kelsey
Client's email:	stuart.kelsey@goodmanfielder.com.au
Client's telephone number:	0424 184 173

SECTION A RESULTS OF INSPECTION - SUMMARY

This Summary is not the Report. The following Report MUST be read in full in conjunction with this Summary. If there is a discrepancy between the information provided in this Summary and that contained within the body of the Report, the information in the body of the Report shall override this Summary.

PROPERTY REPORT - SUMMARY

In respect of significant items:

Evidence of Serious Safety Hazards	Was not observed
Evidence of Major Defects	Was not observed
Evidence of Minor Defects	Was observed - see Section D, item D22

Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected defects including structural damage and conditions conducive to structural damage was considered:

Moderate. See Section C for details

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost.

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

For further information including advice on the implementation of a preventative maintenance program see Section G "Important Notes".

Ensure all joins to the wet areas are sealed to reduce the risk of water leaks and penetration

If, in the course of this report, any: Magnesite; and/or cracks and/or evidence of repaired cracks to:

- a) masonry construction,
- b) concrete slabs, or
- c) load bearing walls are observed,

the inspector must recommend a structural engineer be instructed to inspect and provide appropriate advice and recommendations.

Additionally, if in the course of this report any External Timber Structures that form part of the Owner Builder Works and are observed (i.e. deck, balcony, pergola etc.), the Report must recommend:

- a) a detailed analysis of the condition and structural stability of the External Timber Structure by a structural engineer;
- b) if people are likely to use the External Timber Structure, that care is taken not to overload the External Timber Structure.

Please note this is a requirement from our insurer.

SECTION B GENERAL

The records of the appropriate local authority should be checked to determine or confirm:

- whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip or tidal inundation, or if it is flood prone;
- the status of the property and services (e.g. compliance of the building with the provisions of any building Act, code, regulation or by-laws); and
- whether council has issued a building certificate or other notice for the dwelling.

Where appropriate, legal advice (e.g. from a solicitor) should be sought to explain title and ownership matters and to deal with matters concerning easements, covenants, restrictions, zoning certificates and all other law-related matters.

GENERAL DESCRIPTION OF THE PROPERTY

Residential building type:	Apartment
Number of storeys:	Three storey.
Approximate building age:	Unknown
Approximate year when the property was extended (if applicable):	Not applicable

Siting of the building:	Towards the front of a medium block.
Gradient:	The land is relatively flat.
Site drainage:	The site appears to be adequately drained.
Access:	Reasonable pedestrian and vehicular access
Main utility services:	The following services were connected: Electricity Sewer Water
Occupancy status:	Occupied and fully furnished
Orientation (to establish the way the property was viewed):	The facade of the building faces the street
Prevailing weather conditions at the time of inspection:	Wet

Primary method of construction

Floor construction:	Suspended slab Slab on ground
Wall construction:	Framing type undetermined Timber cladding
Roof construction:	Metal sheeting
Other (timber) building elements:	Not applicable
Overall standard of construction:	Reasonable
Overall quality of workmanship and materials:	Reasonable
Level of maintenance:	Reasonably maintained

Incomplete Construction

Was evidence of the original construction and any alterations or additions to the Owner Builder Works not complete in the work synonymous with construction noted (but does not include building services)?	No evidence found
---	-------------------

Note. This is only a general observation/comment except where any part of the building structure is, or is likely to be, at risk due to this condition.

Accommodation & significant ancillaries

Room:

Room Type	Quantity
Bedrooms	2

Room Type	Quantity
Living room	1
Bathroom/Ensuite	1
Kitchen	1
Laundry	1

SECTION C ACCESSIBILITY

The inspection only covered the Readily Accessible Areas of the Owner Builder Works specifically in relation to those works noted in "Description of Works to be Inspected"

"Readily Accessible Areas" means areas with respect to the Owner Builder Works which can be easily and safely inspected without injury to person or property, and are accessible by safe use of a ladder up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry.

(a) accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e. 400 mm high by 600 mm wide); and

(b) areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

"Building & Site" means the Owner Builder Works inspected at the nominated residence together with relevant features that form part of those works including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and stormwater run-off within 30 m of the building.

The inspection did not include areas within the Owner Builder Works area, which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas in relation to the Owner Builder Works, which are not normally accessible, were not inspected and include - but not limited to - the interior of a flat roof or beneath a suspended floor filled with earth. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include - but are not limited to - roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.

AREAS INSPECTED

The inspection covered the Readily Accessible Areas of the Owner Builder Works	Building Interior
--	-------------------

STRATA OR COMPANY TITLE PROPERTIES

Was the inspection of a strata or company title property (eg a home unit or townhouse)?	Yes
Was the inspection limited to assessing the interior or exterior of a particular unit?	Yes
Additional comments:	No inspection to common property as per Australian Standards. Matters in relation to common property require further investigation through body corporate or complex management. Strongly recommend clients solicitor make the necessary enquiries relating to the type of body corporate title which pertains to this property as this will have a bearing on repairs and maintenance responsibilities, before contract becoming binding.

OBSTRUCTIONS

Were there any obstructions that may conceal possible defects?

There were no obstructions

Inaccessible areas

Were there any normally accessible areas that did not permit entry?

All normally accessible areas permitted entry

Undetected defect risk assessment

Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected defects with respect to the Owner Builder Works such as structural damage, conditions conducive to structural damage, timber pest attack and conditions conducive to timber pest attack was considered:

Moderate

A further inspection is strongly recommended of areas of the Owner Builder Works that were not readily accessible, and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. For further advice consult the person who carried out this report.

Additional comments:

No recommendations

SECTION D PROPERTY REPORT

The following items and matters were reported on in accordance with the Scope of Inspection. For building elements not identified in this condition report, monitoring and normal maintenance must be carried out (see also Section G 'Important note').

SERIOUS SAFETY HAZARDS

As a matter of course, in the interests of safety, and inspection and assessment of the electrical and plumbing/gas installations should be carried out by a suitably qualified person.

D1 Serious safety hazards: Evidence of any item or matter (within the Consultant's expertise) that may constitute a present or imminent serious safety hazard:

No evidence was found

INSIDE CONDITION - MAJOR DEFECTS

D2 Ceilings that form part of the Owner Builder Works

Not inspected as outside the Scope of Inspection

D3 Internal Walls that form part of the Owner Builder Works

Not inspected as outside the Scope of Inspection

D4 Floors that form part of the Owner Builder Works

No evidence of Major Defect was found

D5 Internal Joinery (e.g. doors, staircase, windows and all other woodwork, etc) that form part of the Owner Builder Works

Not inspected as outside the Scope of Inspection

D6 Built-in fittings (built in kitchen and other fittings, not including the appliances) that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D7 Bathroom fittings that form part of the Owner Builder Works	No evidence of Major Defect was found
D8 Other inside detail (e.g. fireplaces, chimney breasts and the outside of flues) that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D9 Roof space that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D10 Subfloor space that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection

OUTSIDE CONDITION - MAJOR DEFECTS

D11 External walls that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D12 Windows that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D13 External doors (including patio doors) that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D14 Platforms (including verandahs, patios, decks and the like) that form part of the Owner Builder Works	No evidence of Major Defect was found
D15 Other external primary elements that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D16 Other external secondary & finishing elements that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D17 Roof exterior (including roof covering, penetrations, flashings) that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D18 Rainwater goods that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D19 The grounds that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D20 Walls & fences that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D21 Outbuildings that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection

MINOR DEFECTS

D22 Minor defects: There are _____ Minor Defects. Monitoring and normal maintenance must be carried out (see also Section F 'Important note').	Very few
Comments on Minor Defects	Missing/cracked sealants/grouting to tiles

Minor Defect Photos



SECTION E CONCLUSION

Your attention is drawn to the advice contained in the Terms and Conditions of this Report including any special conditions or instructions that need to be considered in relation to this Report.

PROPERTY REPORT

The incidence of Major Defects in the Owner Builder Works in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained was considered:	Average
---	---------

The incidence of Minor Defects in this property in comparison to the average condition of similar building works of approximately the same age that have been reasonably well maintained was considered:	Average
--	---------

In conclusion, following the inspection of surface work in the readily accessible areas of the Owner Builder Works, the overall condition of the works relative to the average condition of similar works of approximately the same age that have been reasonably well maintained was considered:	Average
---	---------

SECTION F IMPORTANT NOTES

OWNER BUILDER REPORT - IMPORTANT NOTE

Australian Standard AS4349.0-2007 *Inspection of Buildings, Part 0: General Requirements* recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future. Accordingly, a preventative maintenance program should be implemented for the Owner Builder Works area which includes systematic inspections, detection and prevention of

incipient failure. Please contact the Consultant who carried out this inspection for further advice.

SECTION G ADDITIONAL COMMENTS

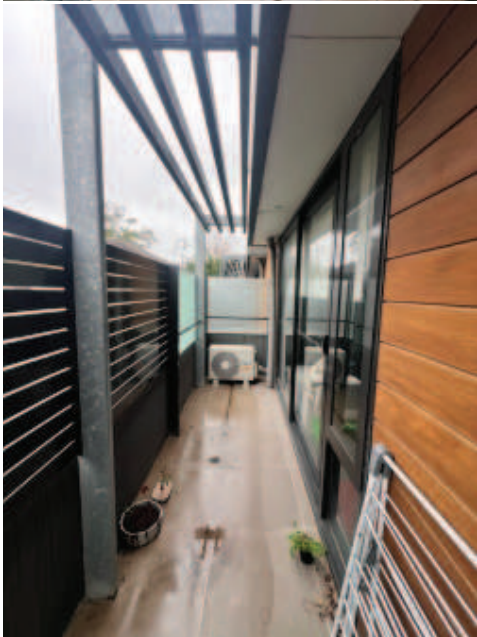
Additional comments	There are no additional comments
Additional Inspections Recommended	Fire Alarm/smoke Alarm technician

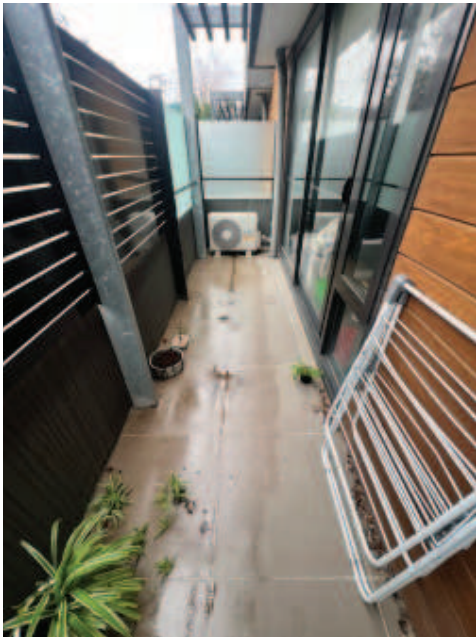
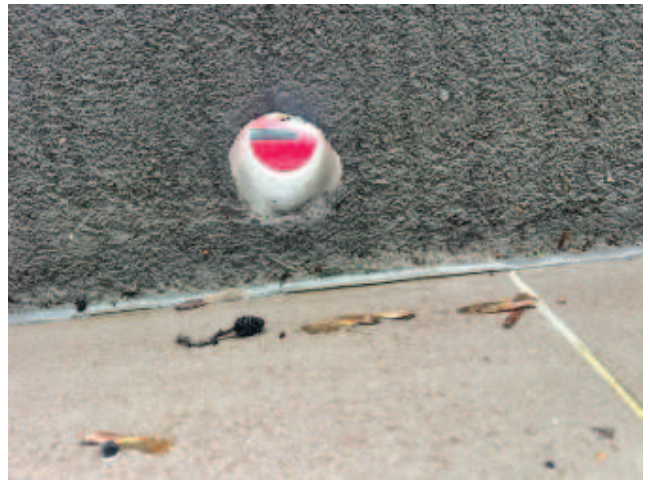
SECTION H ANNEXURES TO THIS REPORT

Annexures to this report	The following are attached
Annexures	Additional photos attached for reference only.

Annexure Photos

Photo











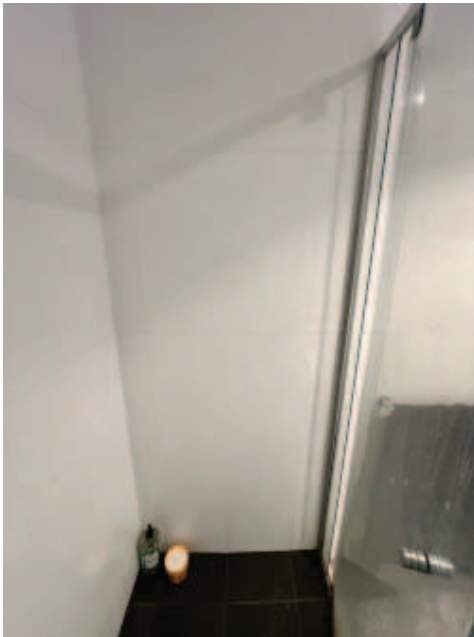
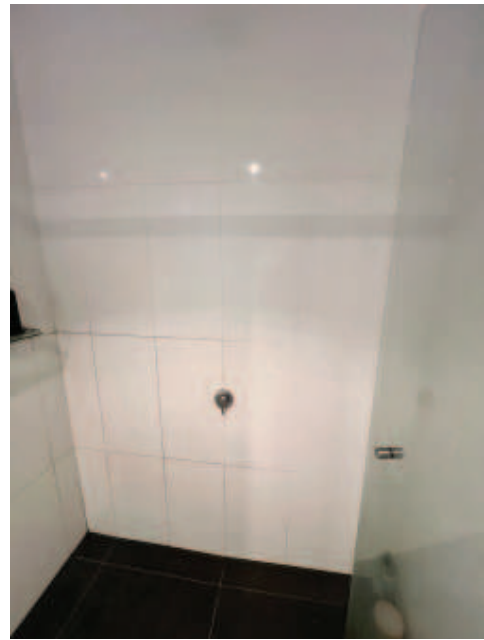


Photo Comments

Additional photos attached for reference only.

SECTION I CERTIFICATION

This document certifies that the Owner Builder Works described in this Report has been inspected by the Building Consultant in accordance with the level of service requested by the Client and the Terms and Conditions set out in this Report, and in accordance with the current edition of the Report Systems Australia (RSA) Handbooks Standard Property Inspection Reports 'Uniform Inspection Guidelines for Building Consultants' & Timber Pest Detection Reports 'Uniform Inspection Guidelines for Timber Pest Detection Consultants'.

Inspector Name:	William Pym
Licence No:	IN-U 1159
Inspector Phone	0486 008 845
Inspector Email	william.pym@rapidbuildinginspections.com.au

Inspector's Signature:



Date of Issue:

28 May 2026



Department of Transport and Planning

Owners Corporation Search Report

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

Produced: 06/05/2026 09:40:55 AM

OWNERS CORPORATION 1
PLAN NO. PS647880G

The land in PS647880G is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 18.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

ACCESS STRATA MANAGEMENT PTY LTD FACTORY 7 157-161 BERESFORD ROAD LILYDALE VIC 3140

BA289994C 15/04/2026

Owners Corporation Manager:

NIL

Rules:

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

Owners Corporation Rules:

NIL

Additional Owners Corporation Information:

OC024271H 03/12/2014

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	97	97
Lot 2	47	47
Lot 3	43	43
Lot 4	43	43
Lot 5	40	40
Lot 6	71	71



Department of Transport and Planning

Owners Corporation Search Report

Produced: 06/05/2026 09:40:55 AM

OWNERS CORPORATION 1
PLAN NO. PS647880G

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	63	63
Lot 8	54	54
Lot 9	55	55
Lot 10	43	43
Lot 11	43	43
Lot 12	50	50
Lot 13	53	53
Lot 14	64	64
Lot 15	81	81
Lot 16	49	49
Lot 17	53	53
Lot 18	51	51
Total	1000.00	1000.00

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.



ACCESS STRATA MANAGEMENT

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

**Owners Corporation 1 on Plan No. PS647880G
17 Railway Parade, Murrumbidgee Victoria 3163**

This certificate is issued for: Owners Corporation 1 on Plan of Subdivision No. 647880G
Lot 12/17 Railway Parade
MURRUMBIDGEE VICTORIA 3163

The postal address is: Unit 105/17 Railway Parade
MURRUMBIDGEE VICTORIA 3163

Applicant for certificate: Prior Law

Delivery address for certificate: Via email: bethany.laughlin@priorlaw.com.au

IMPORTANT:

The information in this certificate is issued on 19.05.26. A new certificate should be obtained for current information prior to settlement. You can inspect the Owners Corporations Register for additional information if required.

- (a) The current annual fees for Owners Corporation 1 for the above lot are \$4,537.50 (Administrative and Maintenance Fund) and \$360.28 (Stacker Fund); payable quarterly in advance. The due dates for annual fees in the current financial year are 1st January 2025, 1st April 2025, 1st July 2025 & 1st October 2025.

Due Date	Levy Description	Admin Fund	Maint Fund	Stacker Fund	Status
01.01.25	Quarterly Levy for period 01.01.25-31.03.25	\$914.55	\$31.25	\$81.88	Paid
13.05.25	Quarterly Levy for period 01.04.25-30.06.25	\$1,161.82	\$35.42	\$92.80	Paid
01.07.25	Quarterly Levy for period 01.07.25-30.09.25	\$1,161.82	\$35.41	\$92.80	Paid
01.10.25	Quarterly Levy for period 01.10.25-31.12.25	\$1,161.82	\$35.41	\$92.80	Paid

Please note that the Annual Fees will remain the same as the current financial year until the next Annual General Meeting is held and a new budget approved.

01.01.26	Quarterly Levy for period 01.01.26-31.03.26	\$1,100.00	\$34.38	\$90.07	Paid
01.04.26	Quarterly Levy for period 01.04.26-30.06.26	\$1,100.00	\$34.38	\$90.07	Paid

- (b) The date up to which the fees for the lot have been paid: *30th June 2026*
- (c) The total of any unpaid fees or charges for the lot is: **NIL**.
- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

Due Date	Levy Description	Levy Amount	Status
01.03.25	Special Levy - Cladding contingency	\$1,750.00	Paid
15.05.25	Special Levy - Legal action against builder	\$750.00	Paid
25.03.26	Special Levy - Legal expenses	\$1,650.00	Paid
25.03.26	Special Levy - Car Stacker Fund	\$800.58	Paid

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

*Building Notice 30/CLAD/2020 was received on 16.07.2020 from Glen Eira City Council in relation to combustible cladding on the building. **Note:** Cladding Safe Victoria carried out a due diligence inspection on 04.11.2020 to determine if the Owners Corporation is eligible for any funding.*



ACCESS STRATA MANAGEMENT

On 02.08.2024 the Owners Corporation received a copy of the Remedial Work Proposal.

The Owners Corporation have been granted funding by Cladding Safety Victoria and PASG have been retained as site managers for the project. On 16.05.2025 the Owners Corporation entered a Design and Construct Contract with St. Ferrer Building Contractors (ACN 614 959 492) to carry out the cladding works as set out in the Remedial Work Proposal. These works have now been completed.

As the Owners Corporation has now largely complied with the Building Notice, it is expected that the Building Notice will soon be withdrawn by Council once some final minor matters are addressed, such as the installation of alarm signaling equipment and monitoring systems, which are being attended to.

The current Owners have paid into a contingency fund for any unfunded remedial works that may be required. This was a requirement of CSV, and the funds are expected to be returned to the Owners once funding for the builder's final invoice for the remediation works is paid for by CSV.

There are various water ingress issues on site which concern flashings and other roof plumbing issues. Various plumbers have conducted investigations of these issues and produced reports for the OC. There are various general building defects also present at the site, which have been investigated and reported on. These items are yet to be quantified and quotes obtained.

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

Insurer:	Chubb Insurance Australia Limited
Policy No.	LNG-STR-169561
Class of Policy:	Residential Strata Insurance
The Insured:	Owners Corporation PS647880G
Period of Insurance:	17-11-2025 - 17-11-2026

COVER DETAILS:

Building:	\$8,995,000
Legal Liability:	\$20,000,000
Fidelity Guarantee:	\$100,000
Offices Bearers Liability:	\$250,000
Government Audit Costs:	\$30,000
Machinery Breakdown:	\$50,000
Legal Defense Expenses:	\$50,000

Please refer to attached copy of the Certificate of Currency for further information.

- (g) Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?
The Owners Corporation has NOT resolved that members may arrange their own insurance under section 63 of the Act.
- (h) The total funds held by Owners Corporation 1 as at 19.05.26. are: \$25,710.20– Please refer to the attached Balance Sheet.
- (i) Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above.

Building Notice 30/CLAD/2020 was received on 16.07.2020 from Glen Eira City Council in relation to combustible cladding on the building. **Note:** Cladding Safe Victoria carried out a due diligence inspection on 04.11.2020 to determine if the Owners Corporation is eligible for any funding.

On 02.08.2024 the Owners Corporation received a copy of the Remedial Work Proposal.

The Owners Corporation have been granted funding by Cladding Safety Victoria and PASG have been retained as site managers for the project. On 16.05.2025 the Owners Corporation entered a Design and Construct Contract with St. Ferrer Building Contractors (ACN 614 959 492) to carry out the cladding works as set out in the Remedial Work Proposal. These works have now been completed. As the Owners Corporation has now largely complied with the Building Notice, it is expected that the Building Notice will soon be withdrawn by Council once some final minor matters are addressed, such as the installation of alarm signaling equipment and monitoring systems, which are being attended to.



ACCESS STRATA MANAGEMENT

The current Owners have paid into a contingency fund for any unfunded remedial works that may be required. This was a requirement of CSV, and the funds are expected to be returned to the Owners once funding for the builder's final invoice for the remediation works is paid for by CSV.

There are various water ingress issues on site which concern flashings and other roof plumbing issues. Various plumbers have conducted investigations of these issues and produced reports for the OC. There are various general building defects also present at the site, which have been investigated and reported on. These items are yet to be quantified and quotes obtained.

A postal ballot was sent to all Owners on 01.08.2024 asking Owners to vote on seeking legal action against the Builder and other parties, raising a levy for \$30,000 and raising any further special levies to proceed with legal action against the builder. This ballot was required due to the end of the building warranty expiring on 29.10.2024 and all of the water ingress and other defects in the building that the Builder has yet to repair.

The resolution of \$30,000 failed the ballot but the other 2 resolutions passed.

- (j) Are there any current contracts, leases, licences or agreements affecting the common property?

There are no leases or licences existing over common property however the following agreements have been entered into by the Owners Corporation:

- Access Strata Management Pty Ltd
- CFM Air Conditioning
- Klaus Multiparking
- Link Fire
- Waste Ninja T/as Go Zero Waste
- The Minders

- (k) Are there any current agreements to provide services to lot owners, occupiers or the public?

The Owners Corporation has resolved by Special Resolution that the Owners Corporation arranges the preventative maintenance of the car stacker equipment provided for the use of Lots 2, 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 16, 17 and 18, with all costs associated with the service to be borne by the Lot Owners being provided with the service in accordance with Sections 12 and 28 of the Owners Corporations Act 2006.

- (l) Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?

Building Notice 30/CLAD/2020 was received on 16.07.2020 from Glen Eira City Council in relation to combustible cladding. The Owners Corporation expects the Building Notice to be withdrawn shortly, as the majority of cladding rectification works have now been completed by Cladding Safety Victoria, with some minor works remaining in relation to the installation of required alarm systems.

- (m) Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?

A postal ballot was sent to all Owners on 01.08.2024 asking Owners to vote on seeking legal action against the Builder and other parties, raising a levy for \$30,000 and raising any further special levies to proceed with legal action against the builder. This ballot was required due to the end of the building warranty expiring on 29.10.2024 and all of the water ingress and other defects in the building that the Builder has yet to repair.

The resolution of \$30,000 failed the ballot but the other 2 resolutions passed.

On 02.09.2024 the Owners Corporation engaged Holding Redlich to proceed with legal claims against the Builder, Architect, Fire Engineer and Registered Building Surveyor. On 11.11.2024 the Owners Corporation issued proceedings in the Victorian Civil and Administrative Tribunal against the Builder, Architect, Fire Engineer and Registered Building Surveyor, for the defects associated with cladding, water ingress and other building defects.

In October 2025, the Owners Corporation also lodged claims on the 'domestic builders warranty insurance' available for the property. In April 2026, the Building and Plumbing Commission (BPC) issued its decision which rejected most of the claims. Following



ACCESS STRATA MANAGEMENT

concerns raised by the Owners Corporation with the BPC in relation to its decision, the BPC is now conducting an internal review of the decision.

The Owners Corporation has continued to work with Holding Redlich to progress its legal claim in VCAT and has obtained a VCAT compliant expert report regarding the roof water ingress from an independent and experienced roof plumber.

- (n) Has the Owners Corporation appointed, or resolved to appoint, a manager?

*The Manager is Access Strata Management Pty Ltd
Level 1,20 Monomeeth Drive Mitcham Victoria 3132
(PO Box 369) Lilydale Victoria 3140
T: 03 9070 8299
E: info@accessstrata.com.au*

- (o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?
The Owners Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.

- (p) Documents required to be attached to the Owners Corporation Certificate are:

*A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
A copy of the Balance Sheet as at 19.05.26.
A copy of the Minutes of the Annual General Meeting held on 09.04.2025.
A copy of the Insurance Schedule for the period 17.11.25-17.11.26.
A copy of the Model Rules
A copy of the building Notice from Glen Eira City Council 30/CLAD/2020- 16.07.2020
A copy of the Building Notice 30/CLAD/2020 Extension 31.05.21
A copy of Cladding Safety Victoria's Remedial Work Proposal
A copy of the certificate of final inspection of the cladding remediation works
A copy of the certificate of practical completion of the cladding remediation works
A copy of the roof plumbing expert report prepared by P Wenning*

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owners Corporation Register by making written application to the Agent at the address listed below. This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

Date: 19th May 2026

This Owners Corporation Certificate was prepared by:

.....
On behalf of Owners Corporation 1 on Plan of Subdivision No. 647880G

Kealy Maciejewski – Portfolio Manager
Access Strata Management Pty Ltd
Level 1,20 Monomeeth Drive Mitcham Victoria 3132
(PO Box 369) Lilydale Victoria 3140

The Common Seal of Owners Corporation 1 on Plan of Subdivision





**Owners Corporation
Statement of Advice and Information for Prospective Purchasers and Lot Owners**

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

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, behavior 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.



Issue date: 13 November 2025

Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown in the Period of Insurance below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

INSURED:	Owners Corporation 647880G	
INTERESTED PARTY(S):	Name	Classification
DESCRIPTION OF INSURED BUSINESS:	Residential Strata	
SITUATION OF RISK:	17 RAILWAY PARADE, MURRUMBEENA, VIC 3163	
SECTION 1:	<u>Property - Physical Loss, Destruction or Damage</u> Buildings - \$8,995,000.00 Common Contents - \$89,950.00	
SECTION 2:	<u>Voluntary Workers Personal Accident</u> Accidental Death & Disablement - Insured Weekly Benefits - Insured	
SECTION 3:	<u>Office Bearers' Liability</u> Limit of Indemnity - \$250,000.00 in the aggregate Period of Insurance	
SECTION 4:	<u>Fidelity Guarantee</u> Limit - \$100,000.00 in the aggregate Period of Insurance	
SECTION 5:	<u>Machinery Breakdown</u> Limit - \$50,000 in the aggregate Period of Insurance	
SECTION 6:	<u>Public Liability</u> Limit of Indemnity - \$20,000,000.00 each and every Occurrence	
SECTION 7:	<u>Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses</u> (a) Taxation and Audit Costs Limit of Indemnity - \$30,000 in the aggregate Period of Insurance (b) Workplace Health and Safety Breaches Limit of Indemnity - \$150,000 in the aggregate Period of Insurance (c) Legal Defence Expenses Limit of Indemnity - \$50,000 in the aggregate Period of Insurance	
POLICY NUMBER:	LNG-STR-169561	
PERIOD OF INSURANCE:	17 November 2025 expiring on 17 November 2026 at 4pm Local Standard Time	
INSURER:	Chubb Insurance Australia Limited	

This certificate has been arranged by Us in our capacity as agents for the insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is in existence at the date we have issued this certificate. If you wish to review the details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy wording, schedule and any other associated policy document.

DISCLAIMER - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the Insurance Contracts Act 1984. We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

This policy is issued by Longitude Insurance Pty Ltd (ABN 86 152 337 267) as an Authorised Representative (AR 424867) of Austagencies Pty Ltd (ABN 76 006 09 464) (Austagencies). Austagencies have binding authority from Chubb Insurance Australia Limited (ABN 23 001 642 020, AFSL 239687).

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

- (1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.
- (2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.
- (3) Subrule (2) does not apply if the concession or rebate—
 - (a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or
 - (b) is paid directly to the lot owner or occupier as a refund.

4. Use of common property

4.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

- (a) to be parked or left in parking spaces situated on common property and allocated for other lots; or
- (b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or
- (c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to common property

- (1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.
- (3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.
- (4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.
- (5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

- (1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.
- (2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7. Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (2) The party making the complaint must prepare a written statement in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
 - (5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.
- (6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.
 - (6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.
 - (6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.



ACCESS STRATA MANAGEMENT

Minutes of the Annual General Meeting

Owners Corporation for 17 Railway Parade MURRUMBEENA VIC 3163 [Plan:PS647880G]

Meeting Date:	09/04/2025		
Meeting Location:	Remote attendance via Zoom Video Conference		
Time:	Scheduled Time: 06:00 PM	Opened: 06:06 PM	Closed: 06:50 PM
Lots Represented :	Lot	Member Name	Participation
	Lot : 1 (F)	Peter Ernest & Ann Patricia Forehan	Via Zoom
	Lot : 2 (F)	John Pellizzari & Rosemary Pellizzari	Via Zoom
	Lot : 4 (NF)	Melinda Joan Ross	Via Zoom
	Lot : 6 (F)	Thomas Leahy & Dr Timothy Phillip Patton	Via Zoom
	Lot : 11 (F)	Fairlie Property Pty Ltd	Via Zoom
	Lot : 14 (F)	Timothy Patrick Flicker	Via Zoom
	Lot : 16 (F)	Benjamin Gabriel Freidin	Via Zoom
	Lot : 17 (NF)	Geoffrey Ashby Super Fund	Via Zoom
	Lot : 18 (F)	Ian Michael & Thandi Leanne Black	Via Zoom
Chairperson :	Dahlene Qama of Access Strata		
Additional Attendees :			
Apologies :	Lot	Member Name	
Other Apologies :			
Quorum :	A quorum was achieved		



ACCESS STRATA MANAGEMENT

1. Motion 1

NOTING OF MEETING ATTENDANCES AND QUORUM

Submitted by Strata Manager .

Ordinary Resolution

To note Attendees, Proxies and Apologies

To determine if there is a Quorum

See explanatory notes schedule attached.

Additional Details

Motion CARRIED

VOTES

Yes : 8

No : 0

Abstain : 0

2. Motion 2

CHAIRPERSON

Submitted by Strata Manager .

Ordinary Resolution

To appoint a person to chair the meeting.

Additional Details

Motion CARRIED

VOTES

Yes : 9

No : 0

Abstain : 0



ACCESS STRATA MANAGEMENT

3. Motion 3

CONFIRMATION OF PREVIOUS MEETING MINUTES

Submitted by Strata Manager .

Ordinary Resolution

That the Minutes of the previous Annual General Meeting held on 05 September 2024 be accepted as a true and correct record of proceedings for that meeting.

See explanatory notes schedule attached.

Additional Details

Motion CARRIED

VOTES

Yes : 9

No : 0

Abstain : 0

4. Motion 4

CONSIDERATION OF REPORTS

Submitted by Strata Manager .

Ordinary Resolution

That the Manager report and Complaints/Dispute Report prepared by Access Strata be accepted.

That the Committee report (if provided) is accepted. NOT RECEIVED

Additional Details

Motion CARRIED

VOTES

Yes : 9

No : 0

Abstain : 0



ACCESS STRATA MANAGEMENT

5. Motion 5

INSURANCE

Submitted by Strata Manager .

Ordinary Resolution

That the insurance policy for the Owners Corporation be accepted.

That the owners corporation resolve to obtain quotations prior to renewal.

That the owners corporation empower the committee to determine renewal of the insurance premium on behalf of owners.

That the owners corporation resolve NOT to obtain an independent valuation for the purposes of insurance.

That the Manager is instructed to on-charge claim excess costs incurred as per the Owners Corporation Act 2006 (Amendment 1 Dec 2021) to the responsible party.

See explanatory notes schedule attached.

Additional Details

Motion CARRIED

VOTES

Yes : 9

No : 0

Abstain : 0



ACCESS STRATA MANAGEMENT

6. Motion 6

FINANCIAL STATEMENTS

Submitted by Strata Manager .

Ordinary Resolution

That the Statement of Financial Affairs for the Owners Corporation for the period 01 January 2024 to 31 December 2024 be accepted.

See explanatory notes schedule attached.

Additional Details

Motion CARRIED

VOTES

Yes : 9

No : 0

Abstain : 0

7. Motion 7

ADMINISTRATIVE FUND BUDGET

Submitted by Strata Manager .

Ordinary Resolution

That the proposed Administration Fund budget be accepted in the amount of \$80,000.00

The proposed Stacker Fund budget be accepted in the amount of \$4,500.00

See explanatory notes schedule attached.

Additional Details

Motion CARRIED

VOTES

Yes : 9

No : 0

Abstain : 0



ACCESS STRATA MANAGEMENT

8. Motion 8

MAINTENANCE FUND BUDGET

Submitted by Strata Manager .

Ordinary Resolution

That the proposed Maintenance Fund budget be accepted in the amount of \$2,500.00

See explanatory notes schedule attached.

Additional Details

Motion CARRIED

VOTES

Yes : 9

No : 0

Abstain : 0

9. Motion 9

LEVY CONTRIBUTIONS

Submitted by Strata Manager .

Ordinary Resolution

That the Administrative Fund and Maintenance Fund levy contributions for the period 01/01/2025 - 31/12/2025 be set in accordance with Section 23 of the Owners Corporations Act 2006.

See explanatory notes schedule attached

Additional Details

Motion CARRIED

VOTES

Yes : 9

No : 0

Abstain : 0



ACCESS STRATA MANAGEMENT

10. Motion 10

PENALTY INTEREST ON ARREARS

Submitted by Strata Manager .

Ordinary Resolution

That Owners Corporation charges interest on money owed by a member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.

See explanatory notes schedule attached.

Additional Details

Motion CARRIED

VOTES

Yes : 9

No : 0

Abstain : 0

11. Motion 11

DEBT RECOVERY

Submitted by Strata Manager .

Ordinary Resolution

That the Owners Corporation resolves by ordinary resolution in accordance with Section 18 of the Owners Corporations Act 2006 to take all steps necessary to recover outstanding fees, levies and charges due by any member of the Owners Corporation, including to commence proceedings in VCAT or the Magistrates' Court or any other Court of competent jurisdiction. The Manager of the Owners Corporation shall be provided the delegated authority pursuant to this resolution to give all appropriate instructions to lawyers employed on behalf of the Owners Corporation in taking out such proceedings.

Additional Details

Motion CARRIED

VOTES

Yes : 9

No : 0

Abstain : 0



ACCESS STRATA MANAGEMENT

12. Motion 12

COMMITTEE

Submitted by Strata Manager .

Ordinary Resolution

That the following persons be elected to the Committee for the Owners Corporation.

Lot 1 Ann Forehan

Lot 2 John Pellizzari

Lot 6 Dr Timothy Patton

Lot 14 Timothy Patrick Flicker

That the following person be elected as Chairperson of the Committee for the Owners Corporation.

Lot 6 Dr Timothy Patton

That the following person be elected as Secretary of the Committee for the Owners Corporation.

That the committee be delegated the authority and relevant permissions to act for and on behalf of the owners corporation.

That the Owners Corporation Committee be delegated full authority to make decisions on all matters on behalf of the Owners Corporation with the exception of when a Special Resolution or Unanimous Resolution required, pursuant to the power and authority defined within Section 11 of the Owners Corporations Act 2006 being Committee powers and delegation.

See explanatory notes schedule attached.

Additional Details

Motion CARRIED

VOTES

Yes : 9

No : 0

Abstain : 0



ACCESS STRATA MANAGEMENT

13. Motion 13

MANAGEMENT AGREEMENT

Submitted by Strata Manager .

Ordinary Resolution

That Owners Corporation resolves to engage the services of Access Strata Management Pty Ltd until 26/05/2027

Additional Details

Motion CARRIED

VOTES

Yes : 9

No : 0

Abstain : 0

14. Motion 14

GENERAL BUSINESS

Submitted by Strata Manager .

Ordinary Resolution

To discuss and approve any general business as raised.

LEVIES

It was discussed by the members in attendance that the levies notices that were sent out are very confusing as they have the Cladding levy mixed with the Administration levy, this lowers the total owing for the Administration fund. The manager will advise the Accounts team and ask if the levies can be reissued and resent to the Owners.

Additional Details

Motion CARRIED

VOTES

Yes : 9

No : 0

Abstain : 0

Ref. No.: 30/CLAD/2020
Enquiries: Jarrod Cole
Telephone: 9524 3333
Email: pbc@gleneira.vic.gov.au



GLEN EIRA
CITY COUNCIL

Form 11
Regulation 180

**BUILDING ACT 1993
BUILDING REGULATIONS 2018**

BUILDING NOTICE

Posted
16/07/2020
JZ
COPY

BENTLEIGH
BENTLEIGH EAST
BRIGHTON EAST
CARNEGIE
CAULFIELD
ELSTERNWICK
GARDENVALE
GLEN HUNTLY
MCKINNON
MURRUMBEENA
ORMOND
ST KILDA EAST

This Building Notice is served under Section 106 of the **Building Act 1993**.

TO: THE OWNER(S)

Owners Corporation (PS 647880G)

OF: ADDRESS FOR SERVICE OF THE OWNER

C/- Access Strata Management
6 McGlone Street,
MITCHAM VIC 3132

FROM:

1. I am the Municipal Building Surveyor of Glen Eira City Council.
2. I am authorised to cause a building notice to be served on you, as owner of the building/land to which this notice applies, under Division 2 of Part 8 of the **Building Act 1993**.

LOCATION OF THE BUILDING/LAND TO WHICH THIS NOTICE APPLIES:

Address: 17 RAILWAY PARADE

City/Suburb and Postcode: MURRUMBEENA VIC 3163

Municipal District: City of Glen Eira

INSPECTION DETAILS:

3. The date and time of an inspection relied on by myself as the Municipal Building Surveyor for the purpose of serving this notice, and the name and qualifications of the person or persons who conducted the inspection are:

Date of inspection: 02 July 2020

Time of inspection: At or about 09:00 am

Name of Person: Mr. Jarrod Cole,

Qualification(s) of Person: Building Surveyor (Unlimited) – BS-U 60867.

GLEN EIRA CITY COUNCIL
CORNER GLEN EIRA AND HAWTHORN ROADS, CAULFIELD, VIC
PO BOX 41, CAULFIELD SOUTH 3162

ABN 65 952 882 314 • P 03 9524 3333 • F 03 9523 0339
NATIONAL RELAY SERVICE TTY 13 36 77 • SPEAK AND LISTEN 1300 555 727
INTERNET-RELAY.NRSCALL.GOV.AU THEN ENTER 03 9524 3333 • MAIL@GLEN EIRA.VIC.GOV.AU
GLEN EIRA.VIC.GOV.AU

REASON(S) WHY THIS NOTICE WAS SERVED:

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

The building/land is a danger to the life, safety or health of any member of the public or of any person using the building/land or to any property.

- 4.1. The building/land is a danger to the life, safety or health of any member of the public or of any person using the building/land or to any property, in that:
- 4.1.1. External wall cladding components (including attached combustible ancillary elements) of the building are combustible (i.e. EPS, Timber etc), which could facilitate the spread of fire on or within the building.

SHOW CAUSE PROCESS:

5. Under Section 108 of the **Building Act 1993**, you are required to **SHOW CAUSE** within **60** days of the date of service of this notice:

Why you should not be required to carry out the building work, protection work or work required by the Building Regulations 2018 identified in this notice in relation to the building/land.

- 5.1. Remove all combustible external wall cladding components (including attached combustible ancillary elements) in its entirety and replace with components that satisfy the performance requirements of the 2019 version of the Building Code of Australia (BCA), Volume One,
- or
- 5.2. Justify the retention of the combustible external wall cladding components (including attached combustible ancillary elements) by way of a performance solution prepared by a registered building practitioner in the category of Engineer – Fire Safety demonstrating compliance with the performance requirements CP2, CP4, and CP8 of the 2019 version of the BCA.
- or
- 5.3. Partly remove combustible external wall cladding components (including attached combustible ancillary elements) to render the building compliant with the 2019 version of the BCA performance requirements CP2, CP4, and CP8, by way of a performance solution prepared by a registered building practitioner in the category of Engineer – Fire Safety.

Note 1: Performance solutions retaining combustible cladding components (including attached combustible ancillary elements) will be required to be submitted to the Building Appeals Board for a successful determination, pursuant to section 160A of the Building Act 1993 (Vic).

Note 2: A building permit is to be obtained for any building work required to discharge this notice.

Specified period for making representations:

6. The specified period for making representations is **60 days** of the date of service of this notice.

Specified manner for making representations:

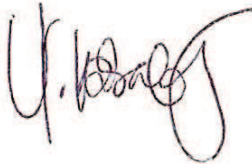
7. The manner for making representations in response to the matters contained in this notice is to be made in writing via email to pbcc@gleneira.vic.gov.au, containing the following in the subject title: 'Representations in response to Building Notice No.30/CLAD/2020.

BUILDING NOTICE SERVED BY:

Municipal Building Surveyor

Name: NICKI BABATSIKOS
Address: PO BOX 42
CAULFIELD SOUTH VIC 3162
Email: pbcc@gleneira.vic.gov.au
Building Practitioner No. BS-U 17683
Municipal District: CITY OF GLEN EIRA
Building Notice No. 30/CLAD/2020
Date of Making: DATED THIS 16 DAY OF JULY 2020

Signature:



NOTES:

- **Representations by Owner**
Pursuant to section 109 of the Act, an owner may make representations to the Municipal Building Surveyor about the matters contained in the building notice. Any representations are to be made in writing to the Municipal Building Surveyor before the end of the "show cause" period.
- **Cancellation of Building Notice**
Pursuant to section 110 of the Act, the Municipal Building Surveyor may cancel a building notice if he considers it appropriate to do so after any representations made upon section 109.
- **Building Order**
Pursuant to section 107 of the Act, the Municipal Building Surveyor may make a building order under section 111 after the end of the time allowed for making representations.
- **Appeals to the Building Appeals Board**
Pursuant to section 142(1) of the Act, an owner of a building or land may appeal to the Building Appeals Board against a decision to serve a building notice; and failure within a reasonable time, or refusal, to cancel a building notice. In accordance with section 146 of the Act and regulation 271 of the Building Regulations 2018, the prescribed appeal period is 30 days from the date of service of the building notice.
- **Subsequent Owner**
Pursuant to section 236 of the Act, this building notice is binding on every subsequent owner or occupier of the land.

Ref. No.: 30/CLAD/2020
Enquiries: Jarrod Cole
Telephone: 9524 3333
Email: pbc@gleneira.vic.gov.au



GLEN EIRA
CITY COUNCIL

BENTLEIGH
BENTLEIGH EAST
BRIGHTON EAST
CARNEGIE
CAULFIELD
ELSTERNWICK
GARDENVALE
GLEN HUNTLY
MCKINNON
MURRUMBEENA
ORMOND
ST KILDA EAST

16 July 2020

Posted
16/07/2020
↓
COPY

Owners Corporation (PS 647880G)

C/- Access Strata Management

6 McGlone Street,

MITCHAM VIC 3132

Dear Sir/Madam,

RE: BUILDING NOTICE

PROPERTY: 17 RAILWAY PARADE MURRUMBEENA VIC 3163

I refer to the attached Building Notice, pursuant to Section 106 of the Building Act 1993 (Vic) ("The Act"), that has been issued as a result of an inspection of the aforementioned building by a representative of the Glen Eira City Council's Building Department on 02 July 2020.

The purpose of this letter is to explain several matters in relation to the issuance of the Building Notice.

What is a Building Notice?

A Building Notice is a "show cause" notice that requires the owner of a building (land) to give reasons, in writing, to the Municipal Building Surveyor (MBS) as to why a Building Order should not be issued requiring the owner to do, or not to do, certain things in respect of the building (land).

Even though this is a statutory notice which requires compliance, the intention of a Building Notice is to start a conversation between parties. A building notice is a mandatory step before the MBS issues a building order. Building work may be expensive, and it is important owners have a chance to correspond with the MBS before commencing any work.

When is a Building Notice issued?

When the MBS forms an opinion that there has been one or more of the following things in respect of your building (land):

- A contravention of the Act or the Building Regulations 2018 (Vic) ("The Regulations") (including building work without a building permit as required by the Act), and/or,
- The use of the building contravenes the Act or the Regulations, and/or,
- The building is unfit for occupation, and/or
- The building/land is a danger.

GLEN EIRA CITY COUNCIL
CORNER GLEN EIRA AND HAWTHORN ROADS, CAULFIELD, VIC
PO BOX 42, CAULFIELD SOUTH 3162

ABN 65 952 882 314 • P 03 9524 3333 • F 03 9523 0339
NATIONAL RELAY SERVICE TTY 13 36 77 • SPEAK AND LISTEN 1300 555 727
INTERNET-RELAY.NRSCALL.GOV.AU THEN ENTER 03 9524 3333 • MAIL@GLEN EIRA.VIC.GOV.AU
GLEN EIRA.VIC.GOV.AU

Why has a Building Notice been issued?

The Victorian Building Authority (VBA) is currently leading the **Victorian Statewide Cladding Audit** on behalf of the Victorian Government.

The project's focus is on reducing the fire safety risk of buildings found to have combustible cladding and attachments, such as expanded polystyrene (**EPS**) or aluminum composite panels (**ACPs**) with a polymer core.

As a result of the above, inspections of the building were undertaken in conjunction with the VBA's appointed inspector.

Following on from the original inspection and as part of the Victorian Statewide Cladding Audit process, a hearing was carried out by the VBA's Assessment Review Panel (**ARP**) which comprises a panel of experts to determine the risk category of the building via input of the results / data obtained from the VBA inspection into the VBA's Risk Assessment Tool.

As a result of the inspection and based on the outcome of the VBA's ARP hearing, as the MBS I have formed an opinion that the buildings external wall or attachments (ancillary elements) incorporate combustible components which present a danger to the life, safety or health of any member the public or of any person using the building/land or to any property in that, the form of construction may adversely facilitate the spread of fire on or within a building.

Combustible components applicable to building(s) may comprise one or more of the following type of materials:

- ACPs with a combustible polymer core,
- EPS,
- Timber,
- Reconstituted/Composite Timber,
- Glass Reinforced Plastic (**GRP**),
- Sandwich Panels with a combustible core,
- Other material deemed combustible by the Building Code of Australia.

Requesting a Copy of the VBA's Inspector Report and ARP Results?

For a copy of the VBA inspectors report (iAuditor Report) which describes the type of materials identified on **your** building as part of the inspection, a formal request must be made in writing to the VBA via email: ecag@vba.vic.gov.au.

When requesting a copy of the document you should provide a copy of the Building Notice and confirmation of your agency engagement for acting for and on the behalf of the owner's corporation (if so required).

Furthermore, the VBA has advised Council that where a copy of the ARP hearing documentation is sought, this information can only be provided through a freedom of information request. The freedom of information officer of the VBA can be contact via foi@vba.vic.gov.au.

For further information on freedom of information, please refer to the below link to the VBA's relevant webpage.

<https://www.vba.vic.gov.au/legal/foi>

What are you required to do?

The owner is offered the opportunity to make representations, in writing, to the MBS, in response to the various matters specified in the Building Notice, as to why a Building Order should not be issued (i.e. why is the existing building form of construction acceptable to remain).

What are you not permitted to do?

The Building Notice does not allow any person to carry out building work without a building permit, where a building permit would otherwise be required. The carrying out of building work without a building permit (where a building permit is required) is a breach of section 16 of the Act for which Council may commence prosecution proceedings against the responsible party(s).

The Representation Process

The MBS will consider any representations made in response to the Building Notice.

If the MBS is satisfied that the representations adequately address the various matters specified he/she may cancel the Building Notice, or, amend any of the matters specified in a Building Order.

If the MBS is not satisfied that the representations adequately address the various matters specified, or, no representations are received he/she will issue a Building Order.

What if I do nothing?

The purpose of a Building Notice is to provide you as the owner, with an opportunity to provide reasons as to why a Building Order, requiring you to do the things set out in the Building Notice, should not be issued. If you fail to make representations, it is most likely such a Building Order will be issued. A failure to comply with a Building Order can result in prosecution and fines.

What if I want to appeal?

An appeal may be made to the Building Appeals Board (**BAB**) against either;

- The decision to serve a Building Notice, or
- A failure, within a reasonable time, or a refusal to cancel a Building Notice on being requested to do so by the owner.

The prescribed appeal period for an appeal against a Building Notice is 30 days from the date of service of the Building Notice. For further information regarding appeals, the BAB can be contacted on 1300 421 082.

Extension(s) of Time

The MBS will consider any representations for an extension of time to the building notice, subject to the request being made in writing.

The request should describe the reasons why an extension of time should be granted, including the proposed length of extension.

Concluding Remarks

It is desirable that the contents of, and issues surrounding the attached Building Notice are fully understood by you.

You are encouraged to contact me if you wish to discuss any issues relating to the issue of this Building Notice.

Please do not hesitate to contact me on 9524 3333 should you have any queries or wish to discuss this matter any further.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'N. Babatsikos', written over a horizontal line.

**NICKI BABATSIKOS
MUNICIPAL BUILDING SURVEYOR**

Ref. No: 30/CLAD/2020
Enquiries: Jarrod Cole
Telephone: 9524 3333
Email: pbc@gleneira.vic.gov.au



GLEN EIRA
CITY COUNCIL

BENTLEIGH
BENTLEIGH EAST
BRIGHTON EAST
CARNEGIE
CAULFIELD
ELSTERNWICK
GARDENVALE
GLEN HUNTLY
MCKINNON
MURRUMBEENA
ORMOND
ST KILDA EAST

13 May 2021

Access Strata Management
PO Box 380
MITCHAM VIC 3132
christiner@accessstrata.com.au

Posted
+ Emailed
to OC
Manager
13/5/2021 JC

COPY

Dear Sir/Madam,

RE: EXTENSION TO BUILDING NOTICE
ADDRESS: 17 Railway Parade MURRUMBEENA VIC 3163

I acknowledge your request for a further extension of time to the building notice issued at the abovementioned address.

I have considered your request and have extended the building notice for another ninety (90) days.

Please note that the building notice has been extended until **25 August 2021** to allow you to provide representations in writing as to why a Building Order should not be issued.

Yours sincerely,


JARROD COLE
Deputy Municipal Building Surveyor

GLEN EIRA CITY COUNCIL
CORNER GLEN EIRA AND HAWTHORN RDS, CAULFIELD, VIC
PO BOX 42, CAULFIELD SOUTH 3162

ABN 65 952 882 314 • P 03 9524 3333 • F 03 9523 0339
NATIONAL RELAY SERVICE TTY 13 36 77 • SPEAK AND LISTEN 1300 555 727
INTERNET-RELAY.NRSCALL.GOV.AU THEN ENTER 03 9524 3333 • MAIL@GLEN EIRA.VIC.GOV.AU
GLEN EIRA.VIC.GOV.AU



B551 - 17 Railway Parade, Murrumbeena Remediation Work Proposal



Preliminary

This Remediation Work Proposal (**RWP**) is issued by Cladding Safety Victoria (**CSV**) for the purpose of Minister's Guideline 15 made under the *Building Act* 1993 on 21 September 2023.

Please read this document in its entirety. The contents of this document are subject to the limitations and purposes stated herein.

Capitalised terms are defined in this document at section 9.1.

Version	Description	Date
0.1	Initial RWP development	25/10/2023
1.0	Internal format update	18/04/2024
2.0	Presented to MBS	03/07/2024
3.0	MBS Agreement	19/07/2024
3.1	Final RWP	30/07/2024

Contents

1	Executive Summary	4
2	Introduction	5
2.1	Cladding Safety Victoria.....	5
2.2	Document Purpose	5
2.3	Cladding Risk Assessment Methodology	6
2.4	Cladding Risk Mitigation Approach	6
2.5	Limitations of the Remediation Work Proposal.....	7
3	Building Information	9
	Aerial View.....	10
	North Elevation	11
	East Elevation.....	11
	South Elevation.....	12
	West Elevation.....	12
4	Cladding Risk Identification.....	13
4.1	CRMF interventions to address Elevated risk cladding	13
	North Elevation	13
	East Elevation.....	15
	South Elevation.....	17
	West Elevation.....	18
4.2	Exit Analysis	21
5	Performance Solutions Review	26
6	Consultation with MBS.....	27
7	PMCR Document Set.....	28
8	Cladding Risk Mitigation Interventions	29
9	Appendices	31
9.1	Definitions	31
9.2	Attachments.....	31

1 Executive Summary

This Remediation Work Proposal relates to the building at 117 Railway Parade.

The purpose of this Remediation Work Proposal is to identify a potential package of work which, if implemented, would reduce the current fire risk posed by the external combustible cladding on the building from an '**Elevated Cladding Risk**' rating to an '**Acceptable Cladding Risk**' rating.

A detailed discussion of the purpose of this Remediation Work Proposal is set out in Part 2.2. A discussion of the risk ratings is set out in Part 2.3.

The building comprises class 2 apartments & class 7a carparking. The building has a rise in storeys of 3 and contains 18 SOUs. EPS and modwood is present on the external façade of the building. The building is subject to a building notice (30/CLAD/2020) relating to the EPS and Modwood issued by the Municipal Building Surveyor (MBS) of Glen Eira City Council

CSV has assessed the building as having an **Elevated** Cladding Risk rating under the Cladding Risk Mitigation Framework. The overall risk rating is supplemented by risk ratings across each elevation of the building, which is used to determine the adoption of appropriate interventions.

This Remediation Work Proposal sets out the assessment undertaken by CSV in relation to the combustible cladding referred to in the above paragraph. The assessment was undertaken consistently with the Cladding Risk Mitigation Framework (CRMF), and includes the cladding risk identification, and the CRMF interventions that are recommended to be implemented to address Elevated Cladding Risk.

The following table summarises the CRMF interventions recommended to be implemented to reduce the cladding risk from Elevated to Acceptable. A detailed description of the interventions is contained in Section 4.

Location	Risk Mitigation Details
North elevation	Install smoke detections systems in cluster affected rooms, protect penetrations
East elevation	Install smoke detections systems in cluster affected rooms, Thermal detector installation to Unit 1.
South elevation	N/A
West elevation	Install smoke detections systems in cluster affected rooms, protect penetrations
Exits	Removal and replacement of EPS cladding along egress path. Upgrade to latch activation of door at GFL providing access to basement to ensure unimpeded access upon GA
Other	Confirmation of compliance with original fire engineering requirement for thermal detection installation required. FIP/FDCIE to be monitored via Alarm Signalling Equipment (ASE)

In summary, CRMF interventions including the installation of relevant detection and alarm systems are recommended to be applied at Elevated risk clusters. The Fire Indicator Panel is to be monitored to ensure early fire brigade intervention in the event of General Alarm.

A detailed description of the interventions and exit analysis is contained in Section 4. Details of interventions relating to penetrations can be found in the Penetration Remediation Requirements appendix. The package of work identified in this Remediation Work Proposal, if implemented, would reduce the cladding risk to an 'Acceptable Cladding Risk' rating.

2 Introduction

2.1 Cladding Safety Victoria

Cladding Safety Victoria was established in 2019 by the Victorian Government with the object to support Victorians to rectify external combustible cladding on buildings to improve safety of those buildings. The *Cladding Safety Victoria Act 2020* (CSV Act) permits CSV to provide guidance to owners and owners corporations of buildings and other persons and bodies in relation to cladding rectification work.

In performing its functions, CSV works closely with owners, owners corporations, municipal building surveyors and regulators to support risk based decision making in addressing combustible cladding.

2.2 Document Purpose

This document is a Remediation Work Proposal as defined by Minister's Guideline 15: Remediation Work Proposals for Mitigating Cladding Risk for Buildings Containing Combustible External Cladding issued by the Minister for Planning under section 188 of the *Building Act 1993* on 21 September 2023 (MG-15). A municipal building surveyor is required to have regard to this Remediation Work Proposal when performing their functions, including with respect to decisions relating to enforcement action relating to combustible cladding.

The Remediation Work Proposal identifies a potential package of work which, if implemented, reduces the current fire risk posed by the external combustible cladding on the building from an '**Elevated Cladding Risk**' rating to an '**Acceptable Cladding Risk**' rating. It is noted that the identified package of work may not eliminate all risk associated with the Combustible External Cladding. The focus of the Remediation Work Proposal is to assist the owners corporation to reduce risk to an Acceptable level.

Where the building is subject to a current building notice or building order relating to combustible cladding issued by the Municipal Building Surveyor, the MBS may conclude that the implementation of the Remediation Work Proposal will be sufficient to enable the MBS to be satisfied that the building notice or building order can be withdrawn because the risk posed by the combustible cladding has been satisfactorily reduced. The outcomes of Cladding Safety Victoria's consultation with your MBS are outlined in this document.

The owners corporation is not obliged to implement the Remediation Work Proposal. The owners corporation may adopt a package of work that is over and above the advice contained within this document. The owners corporation is required to fund any works, whether recommended by CSV or otherwise.

The owners corporation may also consider what other steps are required to further document, develop or verify the Remediation Work Proposal before it procures the work contained in it.

2.3 Cladding Risk Assessment Methodology

Buildings with Combustible External Cladding are assessed by CSV pursuant to its Cladding Risk Prioritisation Model and categorised into three risk categories. The three categories of cladding risk are as follows:

Table 1: Cladding risk rating categories

Cladding risk rating category	Risk description	
	Sprinkler protected	Not sprinkler protected
Unacceptable	Risk of fire spread across the Combustible External Cladding of ≥ 4 SOU	Risk of fire spread across the Combustible External Cladding of ≥ 3 SOU
Elevated	Risk of fire spread across the Combustible External Cladding of 3 SOU	Risk of fire spread across the Combustible External Cladding of 2 SOU
Low	Risk of fire spread across the Combustible External Cladding of ≤ 2 SOU	Risk of fire spread across the Combustible External Cladding of ≤ 1 SOU

The risk ratings above only apply to the risk posed by the Combustible External Cladding and are not intended to apply to or take account of risk posed by other factors, including any other parts of the building containing combustible materials.

The building has been assessed by CSV and has a risk rating of **Elevated**. The building was assessed by CSV based on documents provided by the owners corporation and audit report (or evidence) provided by the MBS.

2.4 Cladding Risk Mitigation Approach

The Remediation Work Proposal seeks to, if implemented, reduce the risk rating of the building from an '**Elevated Cladding Risk**' rating to an '**Acceptable Cladding Risk**' rating.

The risk mitigation approach involves adoption of CRMF interventions to the clusters of concern within the external façade of the building.

The Remediation Work Proposal may include one or more CRMF interventions which, as applied to a building assessed as Elevated Cladding Risk, in combination, will reduce the risk rating of the building to an 'Acceptable Risk' rating. The methodology for applying those interventions has been considered by registered building surveyors and registered fire engineers engaged by CSV, and is further detailed in the Protocols for Mitigating Cladding Risk document set.

<https://www.vic.gov.au/cladding-risk-prioritisation-model-policy-and-methodology>

The interventions recommended for this building are consistent with a risk-based approach. This approach applies the principle of proportionality and scalability in responding to cladding fire risk on buildings in Victoria.

For each relevant risk rating category, the potential actions for the Remediation Work Proposal are set out below.

Table 2: Cladding risk remediation



Cladding risk rating category	Potential Action
Unacceptable	(1) Immediately lower the combustible external cladding risk by implementing interim mitigating measures/works if required; and (2) Either: (a) remove most or all of the combustible external cladding from the building to achieve, at a minimum, an acceptable cladding risk rating; or (b) undertake targeted removal of combustible external cladding and apply alternative, cost effective risk reduction interventions which achieve, at a minimum, an acceptable cladding risk rating without, where possible, the need to remove all combustible external cladding.
Elevated	Undertake targeted removal of combustible external cladding either alone or in combination with the application of alternative, cost effective risk reduction interventions to achieve, at a minimum, an acceptable cladding risk rating without, where possible, the need to remove all combustible external cladding.
Low	Owner ESM maintenance and other fire safety measure maintenance practices of building owners to be improved and monitored.

The primary focus is on achieving an Acceptable Cladding Risk rating without the need for widespread or complete removal of Combustible External Cladding.

2.5 Limitations of the Remediation Work Proposal

The Remediation Work Proposal seeks to reduce the risk to life, safety and property posed by the combustible cladding on the building. It recommends the adoption of interventions which are proportionate to the level of the assessed cladding risk.

Adoption of the recommendations set out in this Remediation Work Proposal will assist in reducing the risk of rapid spread of fire but will not eliminate all combustible cladding risk. Further, whilst it will take into account the combustibility of the external façade and the effectiveness of a building's essential safety measures, it does not include a complete building risk assessment, nor does it seek to identify or address other building defects that may exist behind the external cladding. Similarly, the Remediation Work Proposal, if implemented, may not result in the building or the external cladding achieving compliance with the requirements of the National Construction Code.

The decision as to whether to adopt and/or implement the Remediation Work Proposal is the responsibility of the owners of the building. To that end, the owners of the building should carefully consider the Remediation Work Proposal and accept it or, if they consider necessary to do so, undertake any further investigations, assessments or design development in relation to the Remediation Work Proposal. In producing this Remediation Work Proposal, CSV is not liable for any

loss, cost or damage (including in negligence, for misrepresentation or otherwise) suffered by any person (including an owner) associated with the implementation of the Remediation Work Proposal.

This document may be shared with the owners corporation's legal advisers and other consultants on a confidential basis. This document must not be otherwise used, adapted or published without the prior written consent of CSV.

This document does not constitute legal advice and should not be relied upon by the building owners in any recovery action. The building owners should seek independent legal advice about their entitlement to or prospects of recovering costs for cladding rectification work beyond the scope of work set out in this Remediation Work Proposal from the parties responsible for the original design and construction of their building.

3 Building Information

Item of information	Building details
CSV ID	B551
Address	17 Railway Parade, Murrumbreena
Building Name	-
Rise in Storeys	3
Basement Levels	1
No. of Sole Occupancy Units (SOU)	18
Municipality	Glen Eira City Council
Owners Corporation Management details	Owners Corporation PS 67880G C/- Access Strata Management 6 McGlone Street, MITCHAM VIC 3132
Enforcement Action	City of Glen Eira - Building Notice number 30/CLAD/2020 (Date 16 th July 2020)
Combustible Cladding Type	EPS and Mod wood
Structure and Framing System	Concrete slab with structural timber.
Essential Safety Measures	Fire Hydrant, fire hose reels, fire extinguishers, smoke alarms in SOU, thermal detection in SOU connected to BOWS. FIP - not monitored.
Sprinkler Status	Non sprinklered.
Original Builder	May Constructions Pty Ltd
Occupancy Permit	Philip Chun Permit no. BS-U18065/2013/0263/1F Date: 12 November 2014

Documentation Reviewed

Document	Reference	Author	Date
iAuditor	BP-02-1522	VBA	06/06/2020
Due Diligence Report	B551	CSV	02/12/2020
Preliminary Recladding Report	B551	CSV	12/11/2020
Fire Engineering Report	2861100	OMNII	01/12/2013

Existing Performance Solutions

Review of the available Building Permit and Occupancy Permit documentation identify that performance solutions were incorporated into the design.

CSV are not able to confirm that the performance solutions have been fully implemented into the building's construction. The proposed work interventions with reference to the approved performance solutions have been considered to assess any detriment that the cladding retention or intervention works proposed may pose in respect of life safety.

Fire Authority Report and Consent Matters

Review of the available Building Permit/s and Occupancy Permit documentation identify that no Fire Authority Report and Consents were considered.

The proposed work interventions with reference to Report and Consent matters have been considered within the egress assessment within this report.

Building Appeals Board (BAB) Determinations

Review of the available Building Permit/s and Occupancy Permit documentation identify that no Building Appeals Determinations were made.

Aerial View



North Elevation



East Elevation



South Elevation



West Elevation

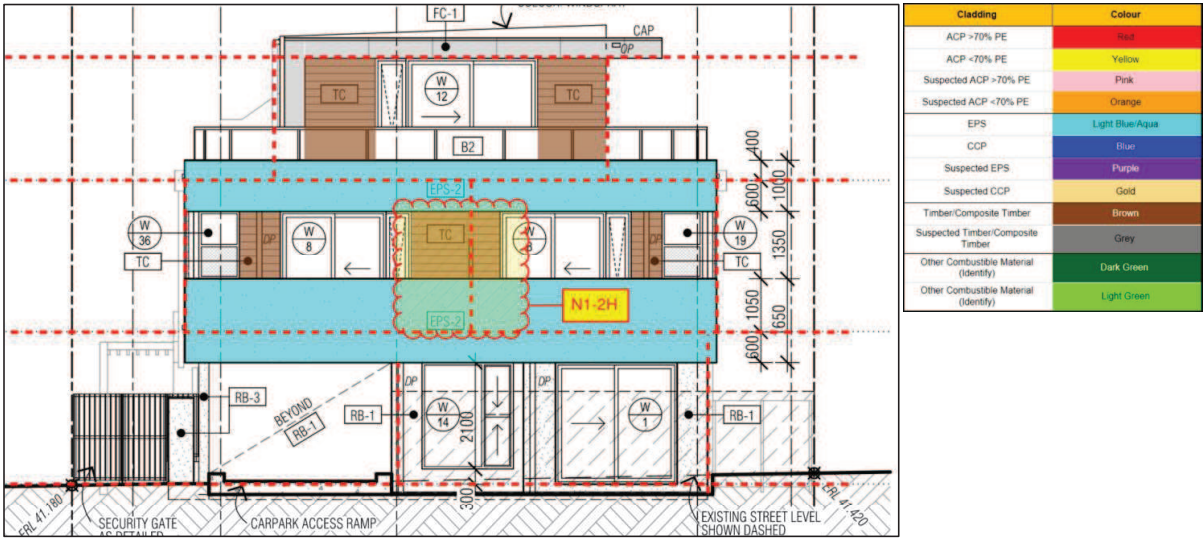


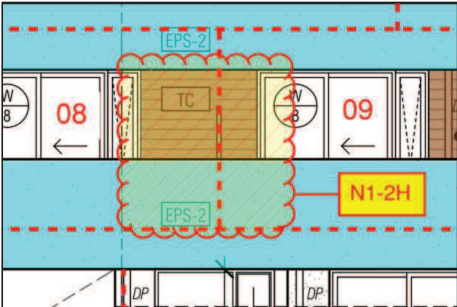
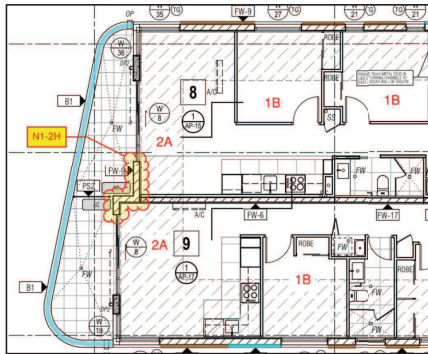
4 Cladding Risk Identification

This section details the Remediation Work Proposal by reference to specified interventions. Those interventions are detailed in Part 8.

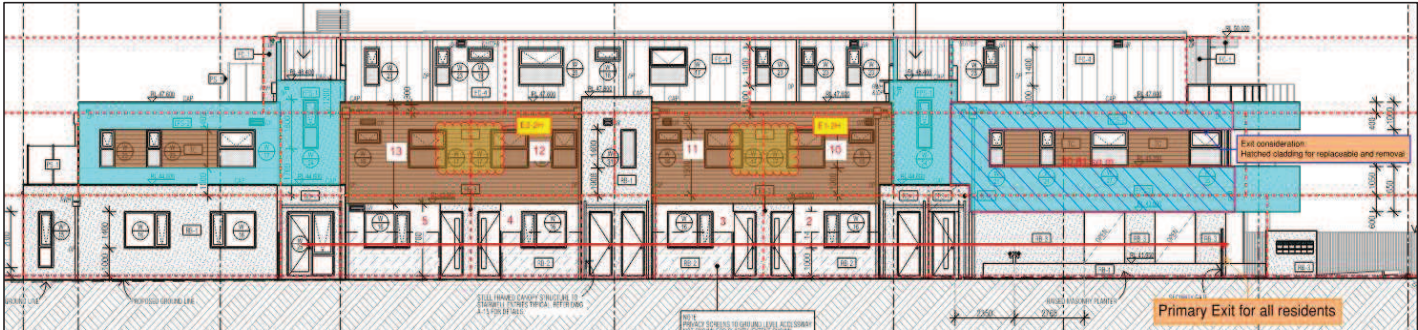
4.1 CRMF interventions to address Elevated risk cladding

North Elevation

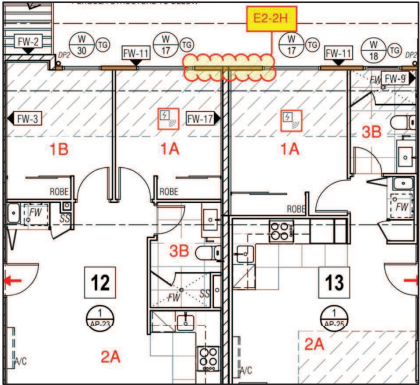


Cluster	Hazards	Cluster location	Interventions
N1-2H:	Balcony, Flashover	 North elevation – level 1	Note: Modwood – Current testing indicates that this material may unduly spread fire. This PMCR assessment has considered Modwood an in-scope combustible material. Modwood cladding connects two SOUs horizontally, giving rise to a CFSR of 2H. – Typology type F: Remedial actions are recommended: - 1A (Bedrooms) – Provide smoke detection to external wall doors and windows – AS3786 system. - 1A and 1B (Bedrooms) – Ensure the location of smoke detection within the SOU is positioned so as to detect smoke that may impact the path between the bedroom and the SOU exit – AS3786 system. - BOWS - Ensure BOWS activation is possible to each floor level of the cluster via the AS1670 system. - Penetrations – Protect penetrations as per the Penetrations Remediation Requirements  Level 1

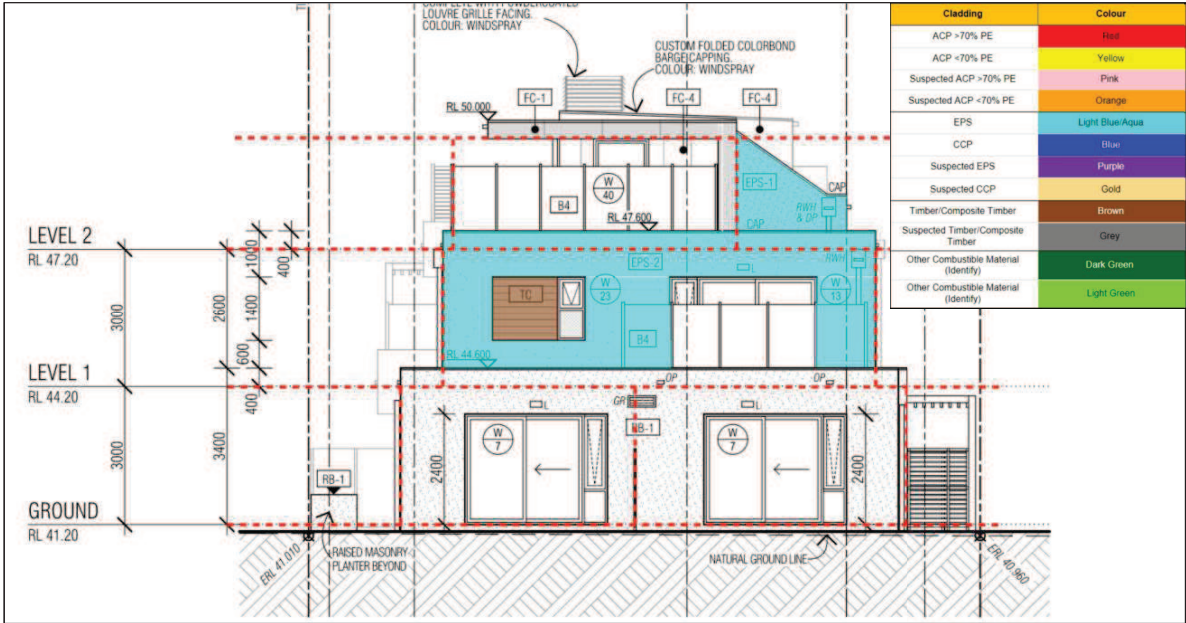
East Elevation



Cluster	Hazards	Cluster location	Interventions
E1-2H, E2-2H	Flashover	Level 1 – Unit 10 and 11	Note: Recent testing indicates that this material may unduly spread fire. This PMCR assessment and RWP preparation has considered Modwood as an in-scope combustible material. Modwood cladding connects two SOUs horizontally, giving rise to a CFRS of 2H. – Typology type F: Remedial actions are recommended: - 1A (Bedrooms) – Provide smoke detection to external wall doors and windows – AS3786 system. - 1A and 1B (Bedrooms) – Ensure the location of smoke detection within the SOU is positioned so as to detect smoke that may impact the path between the bedroom and the SOU exit – AS3786 system. - BOWS - Ensure BOWS activation is possible to each floor level of the cluster via the AS1670 system. AND - Confirm thermal detection has been installed within 1.5m of the entry door in units 2, 3, 4 & 5 connected to BOWS as per requirement of FER Alternative Solutions – refer FER page 8.

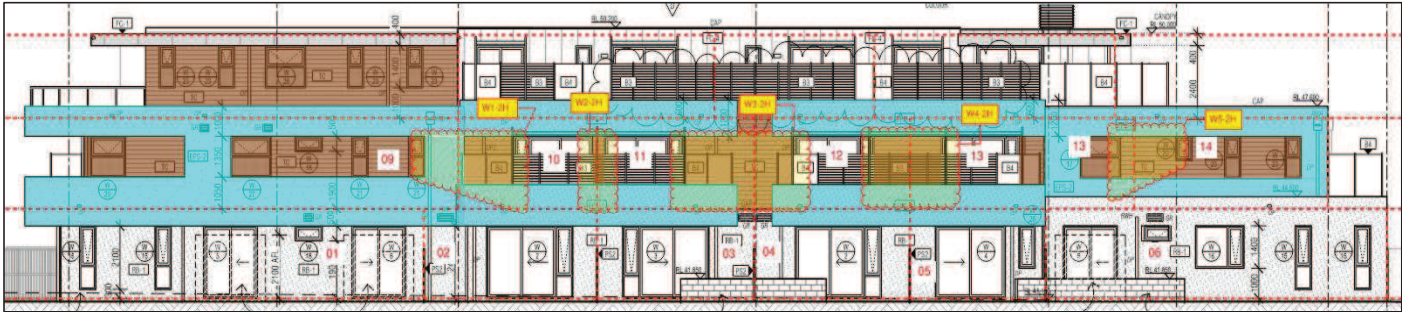
Cluster	Hazards	Cluster location	Interventions
		Level 1 – Unit 12 and 13  GFL – Unit openings considered ignition risk to cluster. Refer doc G03 Section 6.1 	With reference to G03 Section 6.1, consultation with CSV FE confirms that thermal detection within 1.5m of the exit doors of Units 2, 3, 4 & 5 (required by FER) considered appropriate early warning of GFL flashover risk ignition to cluster/s above. An addressable heat detector shall be installed within each SOU as follows: - located at ceiling level within 1.5m of the SOU entry door; and - be rate of rise type with a static activation temperature not more than 65°C; and - activate the BOWS on activation

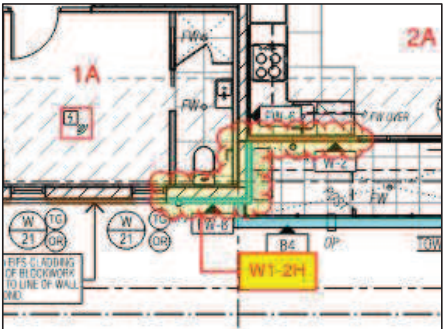
South Elevation

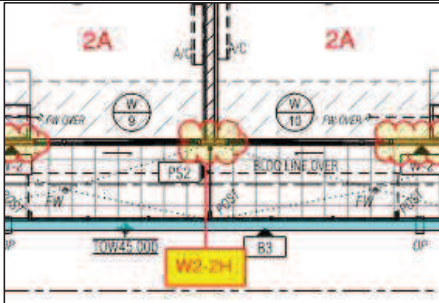
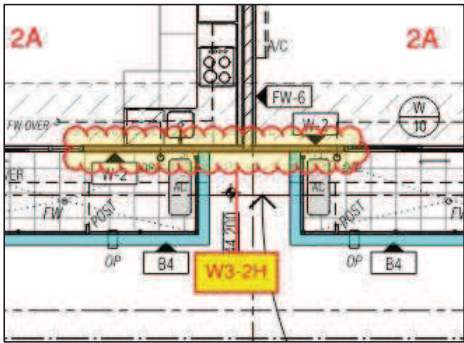


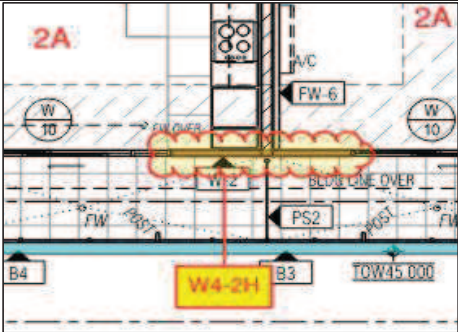
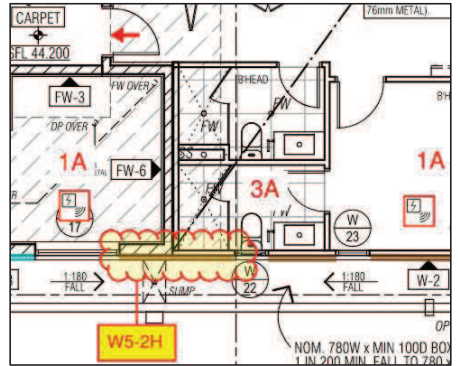
Cluster	Hazards	Cluster location	Interventions
N/A	N/A	N/A	Cladding on the south elevation does not generate an elevated risk CFSR. No remedial actions required

West Elevation

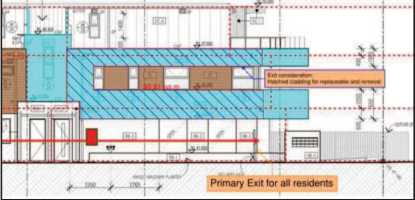


Cluster	Hazards	Cluster location	Interventions
W1-2H, W2-2H, W3-2H, W4-2H, W5-2H	Flashover, Balcony	 W1-2H - Level 1 units 9-10	Note: The Cladding Fire Spread Risk of Modwood is currently under assessment. Recent testing indicates that this material may unduly spread fire. This PMCR assessment and RWP preparation has considered Modwood as an in-scope combustible material. Modwood cladding connects two SOUs horizontally, giving rise to a CFSR of 2H. – Typology type F: Remedial actions are recommended: - 1A (Bedrooms) – Provide smoke detection to external wall doors and windows – AS3786 system. - 1A and 1B (Bedrooms) – Ensure the location of smoke detection within the SOU is positioned so as to detect smoke that may impact the path between the bedroom and the SOU exit – AS3786 system. - BOWS - Ensure BOWS activation is possible to each floor level of the cluster via the AS1670 system. - Penetrations – Protect penetrations as per the Penetrations Remediation Requirements AND

Cluster	Hazards	Cluster location	Interventions
		 W2-2H - Level 1 units 10-11  W3-2H - Level 1 units 11-12	- Thermal detector connected to BOWS in bedroom of Unit 1 where flashover would be considered a potential ignition risk to cluster W1 above (as per doc G03 Section 6.1). - Confirm thermal detection has been installed within 1.5m of the entry door in units 1, 2, 3, 4 & 5 connected to BOWS as per requirement of FER Alternative Solutions – refer FER page 8. <i>With reference to G03 Section 6.1, CSV FE confirm the provision of thermal detection as specified is appropriate early warning of GFL flashover risk ignition to cluster/s above.</i> An addressable heat detector shall be installed within each SOU as follows: - located at ceiling level within 1.5m of the SOU entry door; and - be rate of rise type with a static activation temperature not more than 65°C; and - activate the BOWS on activation

Cluster	Hazards	Cluster location	Interventions
		 W4-2H - Level 1 units 12 – 13  W5-2H - Level 1 units 13 – 14	

4.2 Exit Analysis

Exits	Hazards	Location	Interventions
Primary Exit	Flashover	 East elevation  North elevation	Cladding is present above the primary egress route and the Fire Indicator Panel. Ignition is plausible due to a flashover hazard. Remedial actions are required: Targeted removal and replacement of the EPS cladding above the egress path provides sufficient clearance to occupants from combustible cladding at the front of the building to facilitate egress. An estimated total of 31m² of EPS is to be removed and replaced with a non-combustible alternative

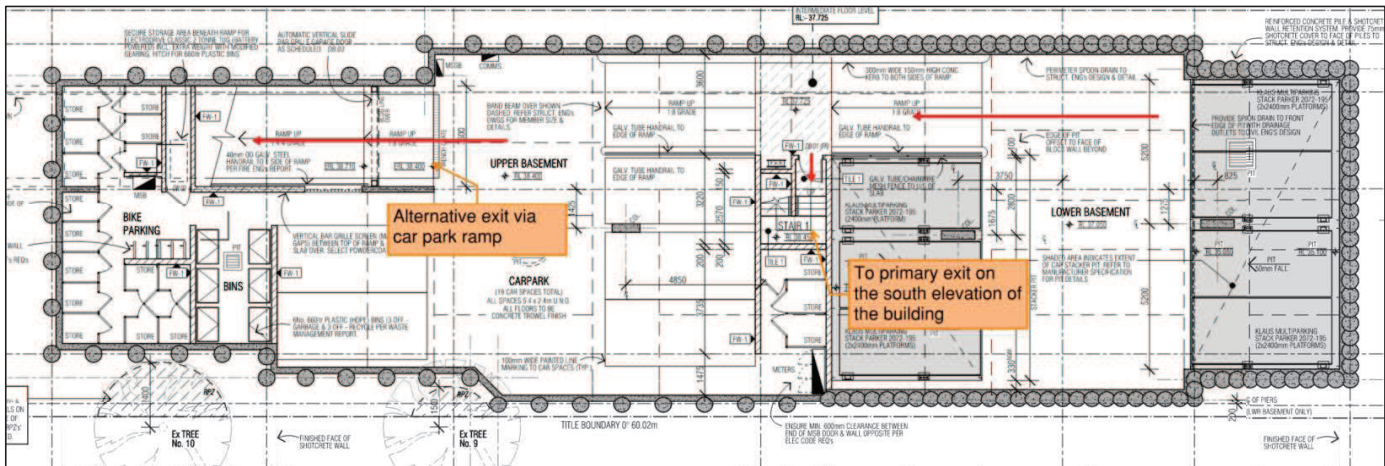
Alternative Exit via basement ramp	Flashover	The alternate path of egress via the basement minimises exposure to combustible cladding risk over the path of travel on the east elevation.	The EPS in proximity to the alternative egress path is not considered an egress risk to the principal exit path. Use of the alternate egress path requires re-entry to the building from ground floor level. Remedial actions required. The door to the basement stair at GFL must be configured with an electromagnetic latch connected to the FIP to enable unimpeded access to the basement in the event of General Alarm (aka BOWS) activation. Clearer identification of the emergency open button / sign configuration required. I.e relocate sign next to button or provide clear arrow to button.
---	------------------	--	---

Exit Assessment Table

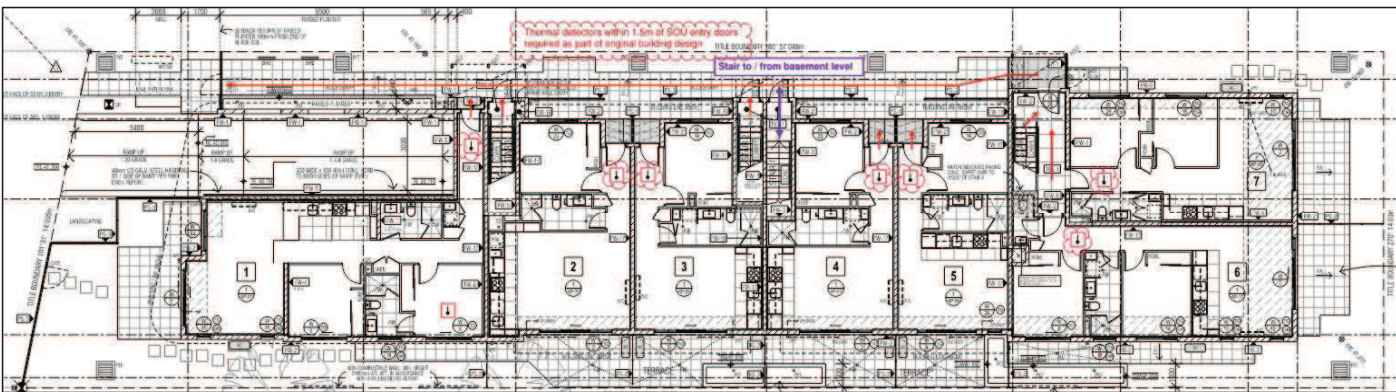
Building with multiple exits

Exit	Is there more than one designated exit for the building?	Is cladding around the primary exit linked to SOUs or other internal common area?	Is there a risk of ignition to linked cladding?	Are remedial actions required?
Primary / Main Exit	Yes	Yes	Yes	Yes
Alternative Exit	Yes	No	No	No

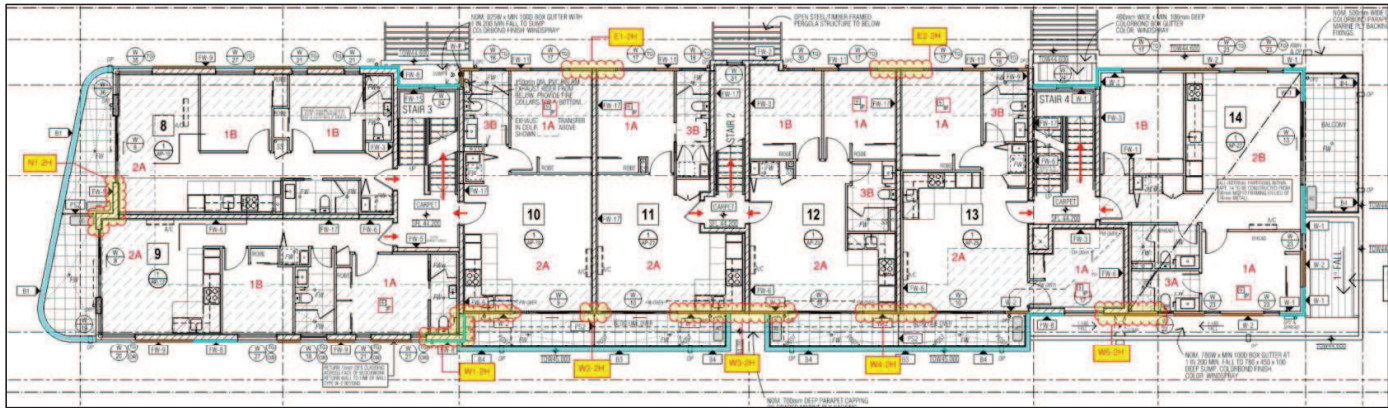
Floor plans - Basement level



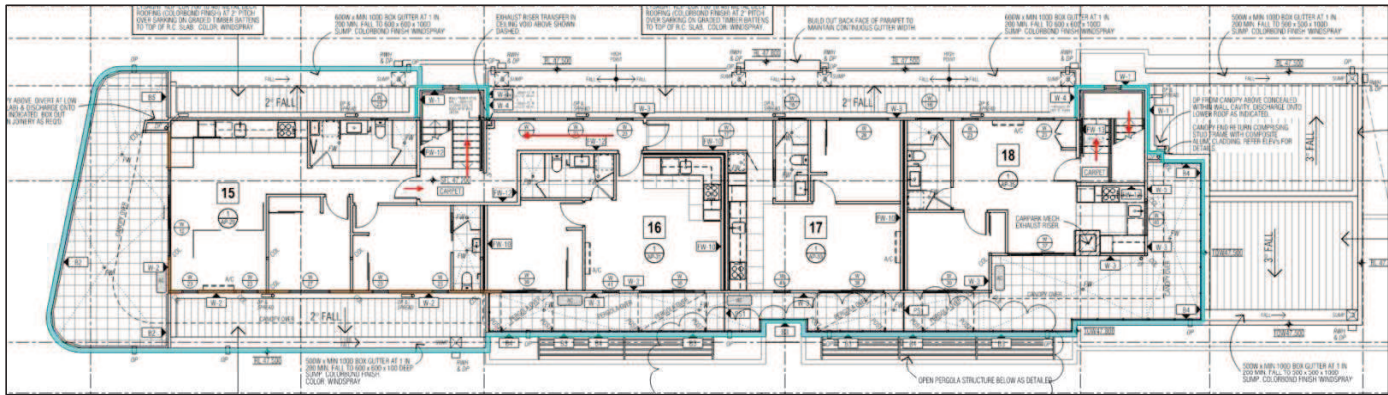
Ground level



First level



Second level



5 Performance Solutions Review

Omnii Fire Engineers Report ref: 2861100 FER

Performance solutions	Comments
Fire Resistant Levels (FRLs) to the residential apartments located a Ground Level and Level 1 to achieve an FRL of 60 minutes, in lieu of 90 minutes. The external walls bounding the residential apartments and the internal load bearing columns supporting the roof structure at Level 2 to achieve an inherent FRL (i.e. no defined FRL), in lieu of 90 minutes.	The proposed scope of the Remediation Work Proposal does not compromise the Performance Solution.
Biowood lining to the eastern façade of Level 1 in lieu of a material meeting the requirements of C1.1 Clause C2.4.	The proposed scope of the Remediation Work Proposal does not compromise the Performance Solution.
Openings to be located within 3m of the east and west allotment boundaries without the required protection in accordance with BCA DTS Clause C3.4	The proposed scope of the Remediation Work Proposal does not compromise the Performance Solution.
Basement carpark to be provided with a single (1) exit with an associated travel distance of 30m, in lieu of at least two (2) exits and a travel distance of 20m to the exit the vehicle door and ramp serving the carpark is to comprise a gradient of 1:5 and be used as a secondary means of egress from the Basement carpark.	The proposed scope of the Remediation Work Proposal does not compromise the Performance Solution. Access to the basement ramp exit considered within the RWP.
Unobstructed egress width of stairs to be 900mm, in lieu of 1m.	The proposed scope of the Remediation Work Proposal does not compromise the Performance Solution.
Underside of timber Stairs 2, 3 and 4 to be provided with a single layer of 13mm fire rated plasterboard, in lieu of compliance with D2.3(c)	The proposed scope of the Remediation Work Proposal does not compromise the Performance Solution.
Door on Ground Floor Level to swing against the direction of egress.	The proposed scope of the Remediation Work Proposal does not compromise the Performance Solution.

NOTE: The Omnii report included the following requirement for thermal detection within SOU's. Confirmation of thermal detection in accordance with the Fire Engineering Report has been specified where the FER required detectors are satisfying an intervention required by the RWP.

An addressable heat detector shall be installed within each SOU as follows: – located at ceiling level within 1.5m of the SOU entry door; and – be rate of rise type with a static activation temperature not more than 65°C; and – activate the BOWS on activation
--

Extract from FER page 8.

6 Consultation with MBS

It is CSV's view that the works proposed in this Remediation Work Proposal will, if implemented by the owners corporation, reduce the cladding risk to an Acceptable level.

A copy of the proposed Remediation Work Proposal was provided to the MBS on 27 May 2024 for their review.

Written feedback was sent by the Deputy MBS at Glen Eira on 13 June 2024 and a further discussion took place on 19 June 2024 between the Deputy MBS of Glen Eira and CSV, including Building Surveyor and Program Delivery personnel.

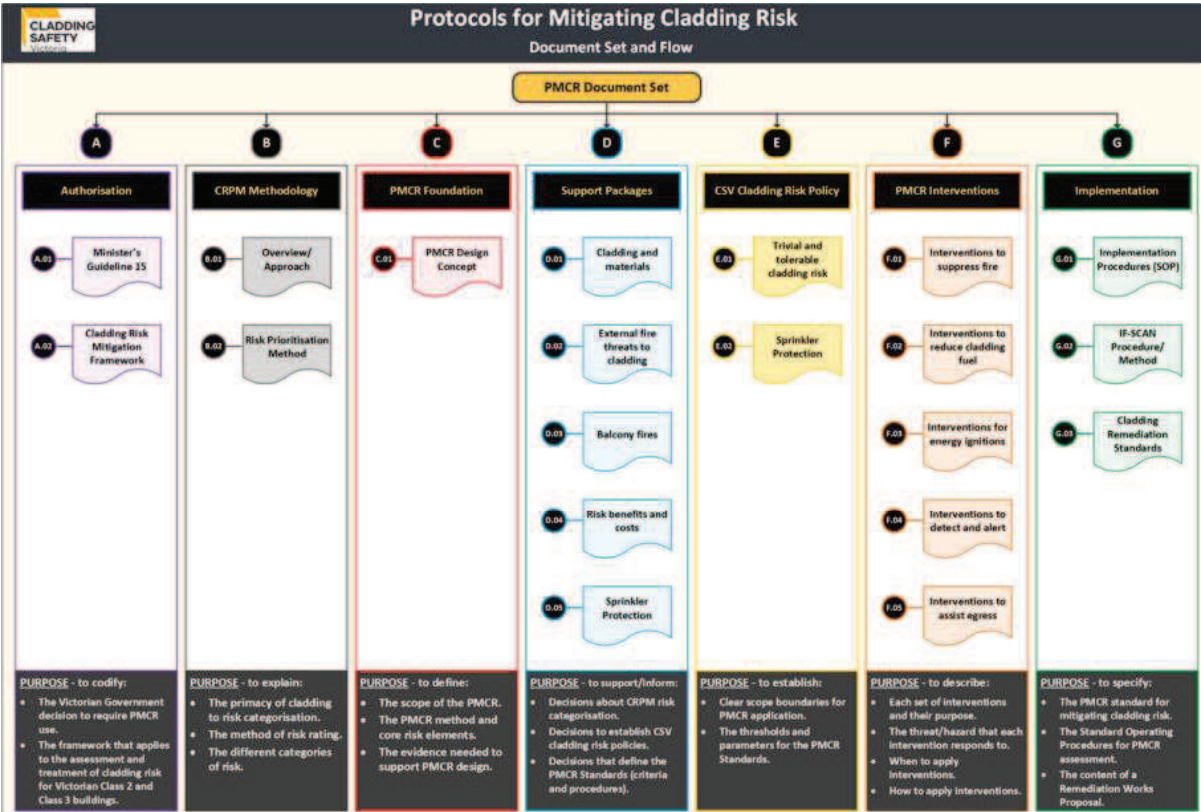
Following consideration of Council's feedback, CSV re-issued the revised draft Remediation Work Proposal to Council on 3 July 2024.

CSV received a response from the Council MBS on 10 July 2024 indicating that implementation of the proposed RWP will reduce the cladding fire risk to an Acceptable level such that the MBS may withdraw, or refrain from taking enforcement action.

Municipal Building Surveyor's response to this Remediation Work Proposal is attached in Attachment 2.

7 PMCR Document Set

The following figure details the suite of documents that provide the fire engineering design and science, research, testing and fire modelling that underpins the PMCR methodology that this assessment and report is based upon. Documents can be found by clicking on this link <https://www.vic.gov.au/cladding-risk-prioritisation-model-policy-and-methodology>



8 Cladding Risk Mitigation Interventions

The interventions that can be adopted to reduce risk on buildings with Combustible External Cladding are set out in the table below.

Intervention type	Intervention solution to be applied	The intent of the intervention solution is to
Cladding removal	1. Remove cladding that provides a pathway for external fire spread between separate sole occupancy units	- Reduce the risk of cladding fire spread between different sole occupancy units.
	2. Remove cladding returning wall on balconies and soffits	- Reduce through cladding removal the likelihood of cladding ignition directly from a balcony fire source. - Reduce the likelihood of an external cladding fire spreading into balcony areas. - Reduce the likelihood of a flashover fire from balcony openings connecting with external cladding.
	3. Overclad and encapsulate enclosed balcony returning walls with fire-rated elements	- Reduce through encapsulation the likelihood of cladding ignition directly from a balcony fire source. - Reduce the likelihood of an external cladding fire spreading into balcony areas. - Reduce the likelihood of a flashover fire from balcony openings connecting with external cladding.
	4. Remove cladding from the ground floor level	- Reduce the opportunity of cladding ignition by removing cladding proximal ground level ignition sources. - Reduce the opportunity for fire spread to upper residential levels from cladding fire spread.
	5. Remove cladding adjacent sole exit or sole egress routes	- Remove cladding where it is foreseeable that a cladding fire would directly expose evacuating occupants to unacceptable levels of radiation, heat, smoke and falling debris.
	6. Cladding proximal electrical penetrations is to be removed	- Reduce the potential for ignition at service/cladding interfaces. - Provide additionally, where there are gaps surrounding penetrations, an avenue for the spread of fire from external cladding into the internal wall system. Removal of cladding proximal penetrations reduces the risks associated with cladding fire (addressed in Intervention solution 11).
Active fire safety system upgrades	7. Utilise sprinkler protection to building and balconies	- Reduce the potential spread of a building or balcony fire to proximal cladding by either extinguishing entirely or controlling a fire's heat release rate.
	8. Install multi-criteria detection to internal areas adjacent cladding (other than kitchens)	- Reduce the consequence of a cladding fire through early occupant warning by the installation of interconnected multicriteria detection to bedrooms/studies.
	9. Install heat detection to kitchen areas adjacent cladding	- Reduce the consequence of a cladding fire through early occupant warning by the installation of interconnected heat detection to kitchen areas. 148. Thermal/heat detectors are not activated by smoke,

Intervention type	Intervention solution to be applied	The intent of the intervention solution is to
		reducing the chances of spurious alarms triggered by cooking.
	10. Interconnection of a buildings detection and alarm system, including the capacity of the system to communicate with external monitoring facilities	- Facilitate communication of alerts/warnings as considered appropriate through detection and alarm system upgrades. - Facilitate earlier brigade intervention by installing Alarm Signalling Equipment to communicate signals from the detection and alarm system to an external monitoring facility or brigade directly.
Passive fire safety upgrades	11. Install passive protection where service penetrations and power points/electrical switches are installed to external wall cladding	- Require protection (fire stopping, fire collars, grommets and fire boxes) where combustible cladding is to be retained by ensuring that services that pass through construction elements proximal to combustible cladding are protected.
	12. The lighting installed in combustible cladding elements is required to be replaced with low voltage lighting	- Install low voltage lighting (higher voltage lighting removed) where mounted in combustible cladding (secondary winding output penetration). Halogen lamps for example get hot enough to ignite combustible material.
Exit and egress protection	13. Construction of a new (secondary exit) in lieu of cladding removal around the buildings original exit	- Provide an alternative exit path.
	14. Install exit or egress protection (from radiation or debris) through the construction of a protective barrier or canopy	- Provide protective construction that can protect occupants from falling debris and any adverse heat exposure that may occur from a cladding fire. This construction should protect occupants all the way through to a place of relative safety.
	15. Install self-closing devices and smoke seals to apartment entry doors	- Protect the paths of egress that may be affected by a secondary internal apartment fire, initiated by a cladding fire.

9 Appendices

9.1 Definitions

In this Remediation Work Proposal:

‘Acceptable Cladding Risk’ means that the relevant building:

- (i) achieves a ‘Low Cladding Risk’ rating; or
- (ii) presents an overall level of risk to the life and safety of the occupants of the Relevant Building which is reasonably similar or less than the risk which would be presented by the same building, if that building had no Combustible External Cladding.

‘Cladding Risk Mitigation Framework’ means the document of that name published by the Department of Transport and Planning on 22 September 2023, as updated from time to time.

‘Combustible External Cladding’ means:

- (a) aluminium composite panels (**ACP**) with a polymer core which is installed as external cladding, lining or attachments as part of an external wall system; and
 - (i) aluminium composite panel with a ratio of less than 1:1 – flame retardant materials to polyethylene is considered as **ACP – PE**;
 - (ii) aluminium composite panel with a ratio of more than 1:1 – flame retardant materials to polyethylene is considered as **ACP – FR**;
- (b) expanded polystyrene (**EPS**) products used in an external insulation and finish (rendered) wall system.

Composite Cladding Panel (CCP) means EPS beads mixed with a cementitious matrix, typically having a bulk density greater than 345 kg/m³. This material is also referred to as Conpolcrete, QT Eco Series wall system and EPS-Concrete.

‘Elevated Cladding Risk’ has the meaning given in Table 1 above.

‘Low Cladding Risk’ has the meaning given in Table 1 above.

‘SOUs’ means ‘sole occupancy units’, as that term is defined in the National Construction Code.

‘Sprinkler Protected’ means that there are sprinklers internally throughout the relevant SOU.

‘Unacceptable Cladding Risk’ has the meaning given in Table 1 above.

9.2 Attachments

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021 REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT
Ver.9.3.CAV.OA/1223

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

Part A – Basic terms

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

1. Date of agreement

This is the date the agreement is signed. Aug 2, 2024

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

2. Premises let by the rental provider

Address of Premises **105/17 Railway Parade,
MURRUMBEENA, VIC, 3163,
Car park: 1 – Storage Cage: N/A**

3. Rental provider details

Name: **Stuart & Justine Kelsey Superannuation Fund P/L**

Rental provider's agent's details (if applicable)

Name: **Xynergy Realty (Oakleigh) Pty Ltd Trading as
Xynergy Realty Oakleigh**
Business Address: **19 Station St, Oakleigh, VIC 3166**
Telephone: **(03) 9017 5881**
Email: **info.oakleigh@xynergy.com.au**
ABN: **37 615 705 621**

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full Name of Renter 1	Ethan Wild
Current Address	105/17 Railway Parade, Murrumbeena, VIC 3163
Email of Renter 1	ethanwild24@gmail.com
Phone number of Renter 1	0459759944
Full Name of Renter 2	Tian Huang
Current Address	105/17 Railway Parade, Murrumbeena, VIC 3163
Email of Renter 2	nicoleskyhuang@gmail.com
Phone number of Renter 2	0452288335

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

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

5. Length of the agreement

Fixed Period Agreement ☒ - The period of the Agreement (The period 6 months Agreement)
Start date: **01/08/2024** (this is the date the agreement starts and you may move in)

End date: **31/01/2025**

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

6. Rent

Rent amount (\$) **\$2,346.00** (payable in advance)
To be paid per ☐ week ☐ fortnight ☒ calendar month
Day rent is to be paid at the **end** of each month.
Date first rent payment due **31/07/2024**

7. Bond

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

Bond Amount: **\$1,782.00**
Date bond payment due: **Paid**

Part B – Standard terms

8. Rental provider's preferred method of rent payment

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

(Rental provider to tick available methods of rent payment)

☐ Direct debit ☐ Bank deposit ☐ Cash ☐ Cheque or money order
☒ BPAY ☐ other electronic form of payment, including Centrepay

9. Service of notices and other documents by electronic methods

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

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

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

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

(Rental provider to tick as appropriate)

☒ Yes – insert email address, mobile phone number or other electronic contact details

rental.oakleigh@xynergy.com.au

☐ No

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

(Renter to tick as appropriate)

Renter 1 ☒ Yes – insert email address, mobile phone number or other electronic contact details

ethanwild24@gmail.com

☐ No

Renter 2 ☒ Yes – insert email address, mobile phone number or other electronic contact details

nicoleskyhuang@gmail.com

☐ No

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

10. Urgent Repairs

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

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

Emergency contact name	Josep A Haryono
Emergency phone number	03 9017 5881
Emergency email address	rental.oakleigh@xynergy.com.au

Note: Full Emergency Contact List listed on the Appendix.

11. Professional Cleaning

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

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

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

12. Owners corporation (formerly body corporate)

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

- ☐ No ☒ Yes If yes, the rental provider must attach a copy of the rules to this agreement.

13. Condition report

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

(Rental provider to tick as appropriate)

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

Part C – Safety-related activities

14. Electrical safety activities

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

15. Gas safety activities

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

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

16. Smoke alarm safety activities

(a) The rental provider must ensure that:

- (i) any smoke alarm is correctly installed and in working condition; and
- (ii) any smoke alarm is tested according to the manufacturer instructions at least once every 12 months; and
- (iii) the batteries in each smoke alarm are replaced as required.

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

Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the commencement of the agreement, must provide the renter with the following information in writing:

- (i) Information on how each smoke alarm in the rented premises operates; and
- (ii) Information on how to test each smoke alarm in the rented premises; and
- (iii) Information on the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

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

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

17. Swimming pool barrier safety activities

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

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

18. Relocatable swimming pool safety activities

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

- (a) The renter must not put up a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.
Note: Regulations made under *Building Act 1993* apply to any person erecting a relocatable swimming pool.

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

19. Bushfire prone area activities

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

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

Part D – Safety-related activities

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

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

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

Urgent repairs

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

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.

The rental provider must carry out urgent repairs after being notified.

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

A renter may arrange for urgent repairs to be done if they have taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to \$2,500.

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

- the renter cannot meet the cost of the repairs; or
- the cost of repairs is more than \$2,500; or
- the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

Non-urgent repairs

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

25. Assignment or sub-letting

The renter:

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

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

The rental provider:

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

26. Rent

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

27. Access and entry

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

28. Pets

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

Part E – Additional Terms

29. Further details (if any)

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

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

Part E.1. Commencement Stage

29.1. No Representations

The RENTER acknowledges that no promise representations, warranties or undertakings have been given by the RENTAL PROVIDER or AGENT in relation to the suitability of the premises let for the RENTER'S purposes or in respect of the furnishings or fittings of the premises let other than as provided herein. Without limiting clause 21, the RENTAL PROVIDER must ensure that the premises let comply with the rental minimum standards on Part C on this Agreement.

29.2. Consent of the Premises Let use

The RENTER shall only use the premises let for residential purposes unless the prior written consent of the RENTAL PROVIDER has been obtained for any other use.

- (a) The RENTAL PROVIDER may impose reasonable terms and conditions on giving any consent.
- (b) Any other use may be subject to council or other approval and any cost associated with such approvals will be the responsibility of the RENTER.

29.3. Government Compliance Requirements

The RENTER shall comply with any Acts, Regulations, Rules, or Direction of any Government, semi-Government, or statutory body.

29.4. Owners Corporation Compliance Rules

The RENTER agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Owners Corporation as specified in Appendix (as the case may be) in so far as they relate to or affect the use, occupation, and enjoyment of the premises let and the common property provided.

- (a) The RENTER shall not be required to contribute costs of a capital nature, or which would, except for this provision, be payable by the RENTAL PROVIDER.
- (b) The RENTER must comply with the rules of the Owners Corporation or any amending or superseding rules, a copy of which are provided to the RENTER. (If applicable.)
- (c) The Standard Rules of the Sub-Division (Owners Corporation) Regulations, if not amended, apply to all Bodies Corporate/Owners Corporations.

29.5. Availability of the Premises Let

The AGENT will use its best endeavours so that the premises let is available on the commencement date.

29.6. Condition Report

The RENTER acknowledges having received on or before entering into occupation of the premises let two copies of Entry or Ingoing Condition Report signed by or on behalf of the RENTAL PROVIDER as well as a written statement setting out the rights and duties of the RENTAL PROVIDER and the RENTER under a tenancy agreement.

- (a) The RENTER acknowledges that Entry or Ingoing Condition Report provided must be signed and returned to the AGENT within 5 business days after entering into occupation of the premises let.

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

- (b) If the Entry or Ingoing Condition Report is not returned, the copy held by the AGENT will be accepted as conclusive evidence of the state of repair or general condition of the premises let at the commencement of this Agreement.

29.7. Residential Disclosure Statement

The RENTER acknowledges having received before entering into this Agreement an electronic or written disclosure statement as required by the Act.

29.8. Occupancy of the Premises Let

The RENTER acknowledges that the premises let are currently occupied or vacant; that vacant possession is subject to the occupant(s) leaving title premises in accordance with their Notice to Vacate.

29.9. Payment of Water Usage and Sewage Disposal

The RENTER shall pay charges in respect of the consumption of water and the sewage disposal charge of the rented premise, which is separately metered.

29.10. Payment of Services

The RENTER shall pay all charges in respect of the connection or re-connection and consumption of electricity, gas, internet broadband, and telephone of the premise let, which is separately metered for these services.

- (a) No claim shall be made against the RENTAL PROVIDER or the AGENT should the power not be connected at the commencement of the Agreement.
- (b) The RENTAL PROVIDER might be responsible for the first initial internet broadband connection fee on the brand-new premises let.

29.11. Furnishings

If the premises let is let fully furnished or semi-furnished the RENTER acknowledges that any furniture, fittings and chattels included in the premises let is listed in Entry Condition Report and the RENTER further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.

29.12. Care for Furnishings

The RENTER agrees to care for and maintain any items of furniture, fittings and chattels leased with the premises let during the tenancy and deliver them to the RENTAL PROVIDER at the end of the tenancy in the same condition as at the commencement date (fair wear and tear expected). The RENTER must follow any care or manufacturer's instruction manuals provided to the properly care for any such furniture fittings and chattels leased with the premises let.

29.13. Withdrawal

Should the RENTER find it necessary to withdraw the Agreement prior to commencement date as specified in clause 5, she/he will:

- (a) immediately inform the Agent in writing of their intention within 48 hours (*two business days*) from the date of this Agreement;
- (b) reimburse the RENTAL PROVIDER all advertising costs incurred in obtaining a new RENTER; and
- (c) if the intention is lodged more than 48 hours (two business days) from the date of this Agreement, the RENTER agrees to pay a one-week rent fee for the opportunity cost of the RENTAL PROVIDER.

Part E.2. Tenancy Stage

29.14. Quiet Enjoyment

The RENTAL PROVIDER will take all reasonable steps so that the RENTER has quiet enjoyment of the premises let during the tenancy.

29.15. Cleanliness

The RENTER agrees to keep the premises let in a reasonably clean condition during the period of tenancy.

29.16. Noise Control

The RENTER shall adhere to the Environmental Protection Authority (EPA) – Noise Control Guidelines which states; noise from any fixed domestic plant must not be audible within a habitable room of any other residence (regardless of whether any door or window giving access to the room is open) during prohibited hours prescribed by the Environment Protection (Residential Noise) Regulations 2008. The following prohibited hours apply to air conditioners, swimming pool and spa pumps, ducted heating system and the like on Monday to Friday from 10.00 p.m. to 7.00 a.m. and on weekends and public holidays from 10.00 p.m. to 9.00 a.m. For further information please visit www.epa.vic.gov.au/noise.

29.17. Commercial Use

The RENTER must not grant a license or part with occupation of the premises let, or a part of the premises let to provide accommodation (*short stay or long stay*) for a fee or other benefit, without, in each instance, obtaining the RENTAL PROVIDER prior written consent which, if given, may be subject to reasonable conditions. Any request for consent must be made in writing to the AGENT.

29.18. Bond Use

The RENTER acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the BOND or any part of the BOND paid in respect of the premises CANNOT be used to pay rent. The RENTER further acknowledges that failure to abide by this section of the Act renders the RENTER liable to a penalty as stated on the Act.

29.19. Report Defects

The RENTER shall notify the RENTAL PROVIDER or AGENT immediately upon becoming aware of any defects in the premises let or any other matter which may give rise to liability pursuant to the Occupiers Liability Act 1983.

29.20. Report Damage or Injury

The RENTER shall notify the AGENT immediately in writing on becoming aware of any damage to or defects in the premises let or breakdown of facilities, whether or not it might injure a person or cause damage to the premises let.

29.21. Shared Services

The RENTER shall not do or allow anything to be done that will cause the shared service facilities to be obstructed, untidy, damaged, or used for any purpose other than for which they are intended.

29.22. Rubbish

The RENTER shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close-fitted-lid as required by the Health and Human Services Department or Local Council. Such rubbish receptacle shall be kept only in the place provided and placed out by the RENTER for collection by the Local Council or Health and Human Services Department and returned to its allotted place.

29.23. Hanging Clothes

The RENTER shall not hang any clothes outside the premises let other than where provision for the hanging of clothes has been provided. The RENTER must use any clothes drying facilities in the manner required by the RENTAL PROVIDER or any Owners Corporation Rules.

29.24. Balcony

The RENTER agrees balcony will not be used for hanging clothes, washing or storage other than the balcony furniture.

29.25. Indoor Plants

The RENTER agrees that all indoor pot plants should be placed in suitable non-porous containers and raised at least 20 centimetres above the floor.

29.26. Maintain Garden

The RENTER agrees to maintain any garden at or adjacent to the premises let including the moving and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the RENTER in a neat and tidy condition, free of weeds and so far, as is reasonably possible, free of garden pests and properly watered. *(If applicable to the premises let.)*

29.27. Maintain Water Feature

The RENTER must comply with any government watering restrictions in place, from time to time when watering any garden. It is responsibility of the RENTER to maintain any water feature/fountain or pond at the premises let. The RENTER must maintain the water quality and keep the water feature/fountain or pond clean during the tenancy and taking into account fair wear and tear.

29.28. Maintain Water System

The RENTER agrees to maintain the system and or tank in the state of repair and condition it was in the start of the Agreement (fair wear and tear expected). The RENTER is not required to repair damage to the watering system caused by the RENTAL PROVIDER or the AGENT or their contractors.

29.29. Pools and Water Features

The RENTER must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the premises let without the express written permission of the RENTAL PROVIDER. The RENTER agrees that should any such permission be granted it will be conditional on the RENTER obtaining and providing evidence to the RENTAL PROVIDER, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.

29.30. Notify Blockages

The RENTER must as soon as practicable notify the RENTAL PROVIDER or the AGENT of any blockage or defect in any drain, water service, or sanitary system.

- (a) No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy, or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems.
- (b) The RENTER must pay the RENTAL PROVIDER all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the RENTER or a person that the RENTER has allowed or permitted to be at the premises let. This obligation shall not extend to any defect or blockage caused by the RENTAL PROVIDER or the AGENT or their respective contractors.

29.31. Maintain Filters

The RENTER agrees to maintain the cleanliness of the filters for the air conditioning units and the kitchen range hoods by checking and cleaning the filters at least every three months. Please refer to the instruction manual to clean the filters. The RENTER may have to cover the cost of service on any future problems with the units if this caused by the cleaning was not undertaken.

29.32. Protection Against Damage

The RENTER must take reasonable measures so that anyone that the RENTER has allowed or permitted to be at the premises let does not cause damage to the premises let. This obligation shall not extend to the RENTAL PROVIDER or the AGENT or their respective contractors.

29.33. Floor Protection

If the premises let include polished floorboards or floating floor, it shall be the responsibility of the RENTER to fit floor protectors to all items of the furniture to protect the floorboards from scratching.

29.34. Smoke Free Zone

The RENTER acknowledges and agrees that the premises let is a smoke-free zone.

- (a) The RENTER and any invitees will NOT SMOKE inside the premises let during the term of the tenancy.
- (b) The RENTER is responsible and must take any necessary action to eliminate the odour from the carpets, walls, and blinds if it is found that the RENTER and or any invitees are smoking inside the premises let.

29.35. Heaters Products

The RENTER shall not keep or use any portable kerosene heaters, all burning heaters, or heaters of a similar kind in the premises let.

29.36. Fireplace Use

The RENTER agrees that the open fireplace(s) is/are NOT to be used as they are for ornamental purposes only.

29.37. Smoke Alarm Detectors

The RENTER must:

- (a) check or sight each smoke alarm detector in the premises let on a six-monthly basis to confirm that it is kept entirely operated. This activity is to ensure the safety of the RENTER and the security to the premises let as the duty of care; and
- (b) immediately notify the RENTAL PROVIDER or the AGENT of any faulty smoke alarm detector and confirm this advice to the RENTAL PROVIDER or the AGENT in writing on the same day.

29.38. Vehicle Parking

The RENTER shall not park or allow any vehicle to be parked on the premises let or in any garage facilities made available for use by the RENTER as part of the Agreement. No visitor cars are permitted to be parked at the premises let unless any dedicated visitor parking is provided by the RENTAL PROVIDER or any Owners Corporation.

29.39. Parking Permit

The RENTER acknowledges that if the premises let is advertised without any off-street parking being made available, it shall be the responsibility of the RENTER to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the premises let and or otherwise make independent arrangement for the parking of any vehicle.

29.40. Registered Vehicle

The RENTER agrees that the only vehicle, caravan, trailer, boat, or other permitted to be on the premises let are those nominated on the Residential Application Form and that the RENTER will make a written application to the AGENT in the event that any increase is required.

29.41. Mechanical Work

The RENTER agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats, or motorcycles in or around the premises let including common property. The RENTER also agrees to be fully responsible for the removal of any motorcycle, car, or boat spare parts or bodies or any other equipment used; and to fully reinstate the premises let or the land or common property on which it is situated to their original condition forthwith.

29.42. Replace Light Features

The RENTER shall, at the RENTER's expense, replace with a similar type of style and feature or attribute any lighting tube, globe, and down-light (including any starter ballast or transformer) at the premises let which become defective during the term or any extension of the Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

29.43. Registered Pets

The RENTER must not keep any animal, bird, or other pet at the premises let without first obtaining the written permission of the RENTAL PROVIDER provision to clause 28. In giving permission, the RENTAL PROVIDER or the AGENT may impose reasonable conditions.

- (a) It is not unreasonable for the RENTAL PROVIDER or the AGENT to withhold permission if the Owners Corporation Rules prohibit pets being on the common property or kept on the premises let.
- (b) If the RENTER of the premises let is blind, permission will not be required for the RENTER to have a trained guide dog at the premises let (unless permission must be obtained from the Owners Corporation).

29.44. Pets Responsibility

The RENTER acknowledges that

- (a) the RENTER will be responsible for any damage caused by any pet kept at or visiting the premises let.
- (b) the RENTER ensures that the pets will not cause any nuisance to the other neighbouring premises let.

29.45. Pet Request

The RENTER must complete and provide a pet request form as prescribed by Consumer Affairs Victoria in order to seek a written permission of the RENTAL PROVIDER or the AGENT to keep a pet at the premises let.

29.46. Pests Control

The RENTER agrees to take all reasonable steps to ensure that the premises let are kept free from pests, including but not limited to: rats, mice, cockroaches, fleas, ticks, silverfish, ants, and lice.

- (a) If, after investigation, it is discovered that the infestation is due to the negligence of the RENTER, all costs incurred, including fumigation, will be payable by the RENTER.
- (b) The extermination of all pests that may infest the premises let is considered an urgent repair and shall be dealt with in accordance with clause 24.

29.47. Changing Locks

In accordance with the Residential Tenancies Act 1997, if the RENTER changes the locks or security alarm code or other security device at the premises let,

- (a) The RENTER agrees to use the Owners Corporation's assigned locksmith if the RENTER wish to replace the barrels of the locks at their cost, for the premises let with an apartment setting and the locks are restricted and audited.
- (b) The RENTER agrees to provide a duplicate key to the RENTAL PROVIDER or the AGENT immediately.
- (c) The RENTER must give the RENTAL PROVIDER or the AGENT the new security alarm code or other access device as soon as practicable.

29.48. Lost Keys

The RENTER is responsible for the replacement of lost keys, remote controls, and the provision of any additional key, and any locksmith charges where keys are lost or mislaid and comply with clause 23. The AGENT does not guarantee that it holds a spare set of keys to the premises let at its offices.

29.49. Extra Keys

The RENTER acknowledges that should the RENTER wish to order any extra key, remote control or other access device for the premises let, it will be at the expense of the RENTER including the administration fee (non-reimbursable). The RENTER agrees that copies of all keys, remote controls, and access devices must be returned to the AGENT at the end of the tenancy without reimbursement.

29.50. Breakage Incident

The RENTER agrees to be responsible for all breakages at the premises let whether present or not at the time of the breakage, or to provide a police report where breakage is the result of theft or vandalism. This includes any glass broken or cracked during the tenancy due to negligence.

29.51. Premises Let Alterations

The RENTER shall not paint or affix any sign or any antenna or cabling onto the premises let without the prior written consent of the RENTAL PROVIDER.

- (a) The consent of the RENTAL PROVIDER will not be unreasonably withheld.
- (b) The consent of the RENTAL PROVIDER may be made subject to any reasonable condition including (but not limited to) removal of the object affixed when the tenancy is terminated.
- (c) The RENTAL PROVIDER may require the RENTER to remove such items affixed and make good any damage caused by such removal.
- (d) The RENTER's right and obligations in relation to modification are set out in clause 22 of the Agreement.

29.52. Premises Let Maintenance

The RENTER acknowledges that the premises let may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur,

- (a) the RENTAL PROVIDER will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and or tradespeople appointed by any insurer;
- (b) the RENTER agrees to allow the RENTAL PROVIDER or any tradespeople reasonable access to carry out any such repairs; and
- (c) the RENTAL PROVIDER must ensure that the premises let is provided and maintained in good repair.

29.53. Urgent Repairs

The RENTER acknowledges that the AGENT is authorized to attend urgent repairs to a maximum of \$2,500 including GST and the RENTER agrees to use all reasonable efforts to contact the AGENT during the business hours or after business hours on the contact details as provided on clause 10 or the approved Emergency Contact before any urgent repairs are completed.

Please refer to the booklet "Renting a Home – A guide for Renter" as provided for classification of urgent repairs.

29.54. Writing Maintenance Request

The RENTER acknowledges that ALL requests for maintenance to the premises let, with the exception of repairs defined by the Residential Tenancies Act 1997 as 'urgent repairs' are required in writing to the AGENT address outlined in clause 3.

29.55. Cost of Repairs of the Premises Let

The RENTER shall be liable for the cost of repairing the damage they caused, and RENTAL PROVIDER shall give the RENTER a repair notice for the damage caused by RENTER to the premises let.

Part E.3. Expiration Stage

29.56. Notice of Expiration

The RENTAL PROVIDER may issue a notice to vacate in accord with the Act during the term of this Agreement and the RENTER must vacate the premises let at the expiration of the notice period given in the notice to vacate.

29.57. Notice of Possession

The RENTER acknowledges that the RENTAL PROVIDER may require possession of the premises let at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

29.58. No Promise of Renewal

The RENTER acknowledges that no promise, representation or warranty has been given by the RENTAL PROVIDER or the AGENT in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 on this Agreement, the RENTER acknowledges that if this Agreement is specified in clause 5 of this Agreement as being for a fixed period, then it shall commence on the start date and expire on the end date.

29.59. Notice of Intention to Vacate

If the RENTER wishes to vacate the premises let at the expiration of this Agreement, the RENTER must give the RENTAL PROVIDER or the AGENT a written notice of the RENTER'S intention to vacate 28 days prior to the expiration of the Agreement.

29.60. Periodic Tenancy

If the RENTER remains in occupation of the premises let after the expiration of this Agreement and does not enter into a new fixed-term Agreement; the tenancy reverts to a periodic tenancy, the RENTER must give written notice of the RENTER'S intention to vacate the premises let specifying the termination date that is not earlier than 28 days after the day on which the RENTER gives written notice.

29.61. Break Lease

Should the RENTER find it necessary to vacate the premises let prior to the expiry date of the lease, the RENTER will:

- (a) immediately inform the AGENT in writing of their desire and ask them to find acceptable person/persons willing to lease the premises let;
- (b) responsible for reimbursing the RENTAL PROVIDER or the AGENT the following cost:
 - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
 - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and
 - the advertising costs of \$350 plus GST or as on the advertising fees schedule whichever higher as incurred in obtaining a new RENTER, and
 - the National Tenancy Database check fee of \$15 plus GST on each new applicant, and
 - if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement subject to legal requirements.
- (c) continue maintaining the said premises let, and pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the tenancy whichever first occurs; and
- (d) vacate the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

29.62. Public Notice and Access

The RENTER shall allow the RENTAL PROVIDER or the AGENT:

- (a) to put on the premises let a notice 'to let' during the last month of the term of this Agreement.
- (b) to put on the premises let a notice 'for sale' or 'auction' at any time during the term of this Agreement.
- (c) to gain access to the premises let by the RENTAL PROVIDER or the AGENT to present the premises let to prospective purchasers or renters upon 48 hours' notice or by Agreement with the RENTER and the RENTAL PROVIDER or the AGENT as provision to clause 27.

29.63. Removal of Personal Belonging

The RENTER shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car, or boat spare parts or any other equipment at the termination of the tenancy and shall reinstate the premises let or the land on which it is situated on the condition which existed at the commencement of the tenancy provision to clause 13 subject only to fair wear and tear.

29.64. Modifications Restoration

The RENTER will remain responsible for restoring any modifications made to the premises let and will be able to lodge a restoration bond to cover the future removal of the fixture or modifications.

29.65. Window Cleaning

If required in order to return the premises let to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the premises let, the RENTER agrees to have all windows at the premises let cleaned (both internally and externally) in a professional manner at the RENTER's own cost immediately prior to vacating the premises let and taking into account fair wear and tear.

29.66. Carpet Cleaning

If required in order to return the premises let to the state evidenced in the condition report (*where carpets are steamed cleaned prior to commencement*), the RENTER will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the premises let to be steam cleaned or dry cleaned by a professional carpet cleaning contractor at the RENTER's own cost and provide the AGENT with an invoice or receipt for such work. The RENTER hereby acknowledges that carpet cleaning will be claimed from the bond if a professional receipt is NOT provided.

29.67. Cost of Rectification

The RENTER acknowledges and agrees that any damages done to the premises let as a result of non-approved work or installation will be the responsibility of the RENTER and rectification works will be completed at RENTER'S cost.

29.68. Cost of Replacements

At the end of the tenancy, the RENTER must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the premises let which have been damaged, destroyed or rendered inoperable or useful during the term of the tenancy and taking into account fair wear and tear.

29.69. Cost of Pet Damage

At the end of the tenancy, if any damage, discolouration odour or other deterioration has been caused at the premises let by any pet kept at or visiting the premises let, the RENTER shall be liable to the RENTAL PROVIDER for the cost of having the premises let professionally cleaned, fumigated, flea bombed, and or deodorised in accord with the provisions of this Agreement.

29.70. Cost of Cleaning

At the end of the tenancy, if the premises let is not in a clean and re-lettable condition upon vacating, the RENTER agrees to be responsible for the cleaning cost.

29.71. Return Keys

The RENTER acknowledges that it is the RENTER'S responsibility upon the termination of the Agreement to deliver all keys and any remote controls of the premises let held by the RENTER to the AGENT'S office in person during business hours, and that rent on the premises let is payable until all keys and any remote controls are delivered.

Part E.4. General Provision

29.72. Residential Tenancy Database

The AGENT will within 14 days of receipt of a written request to provide a copy of any listing located on a residential tenancy database used by the AGENT subject to the Act Section 439 (l).

29.73. Occupant of the Premises Let

The RENTER agrees that the person or persons who sign the Rental Agreement together with their dependent children are to be the ONLY occupants of the premises let.

29.74. Contents Insurance

The RENTER is not required to take out any insurance. The RENTER acknowledges that his/her personal belongings are not covered by the RENTAL PROVIDER insurance, hence the RENTER will not make claims for loss or damage of the personal belongings against the RENTAL PROVIDER. It is recommended that the RENTER should take out content insurance to adequately cover their possessions.

29.75. No Invalidating Insurance

The RENTER shall not do or allow anything to be done which would invalidate any insurance policy on the premises let or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the premises let. For the avoidance of doubt the RENTAL PROVIDER is responsible for payment of insurance, and nothing in this clause requires the RENTER to take out or pay for any insurance.

29.76. Loss or Damage

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any loss or damage caused by the failure of the RENTER to avoid damage to the premises let by the RENTER or anyone at the premises let with the consent of the RENTER.

29.77. Injury and Damage

The RENTAL PROVIDER shall not be liable to the RENTER or anyone at the premises let for any liability in respect of injury or damage to the RENTER or to any third party or property arising from any conduct, act or omission by the RENTER or any servant, agent and or invitee of the RENTER including (but not limited to) any guest visiting the premises let on any occasions.

29.78. Rent Payment

The RENTER agrees:

- (a) payments are to be made monthly or as stated in clause 6 in advance on or before the due date by BPAY system or any approved payment system by the AGENT in clause 8 or as notified in writing by the AGENT from time to time.
- (b) rent will be paid without demand by or on behalf of the RENTAL PROVIDER and on time as stated in clause 6.
- (c) rent will be paid up to 3 days prior to the rent due date, as monies might take three business days to clear into the trust account.
- (d) EXACT rent payments in full are to be tendered with the correct RENTER'S Reference as provided.
- (e) to pay all bank charges if the rent payment is made by any other method apart from the payment method available in clause 8.

29.79. Rent Increase

The RENTAL PROVIDER must not increase the rent more than once in every 12 months.

- (a) The RENTAL PROVIDER may in accord with the provisions of the Act Section 44, increase the rent by giving the RENTER at least 60 days' notice of the rent increase, unless this Agreement is specified in clause 5 to be for a fixed term.
- (b) If the RENTER disagrees with the rent increase sought by the RENTAL PROVIDER, the RENTER may apply to the Director of Consumer Affairs Victoria (CAV) for an investigation, provided the application to the Director of CAV is made within 30 days after the notice of rent increase is given by or on behalf of the RENTAL PROVIDER.

29.80. Cost of Repairs of the Furniture, Fittings, and Chattels

The RENTER acknowledges that the RENTER may be liable for any repairs or maintenance costs to any furniture, fittings, and chattels leased with the premises let if the RENTER has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture, fittings, or chattels leased with the premises let.

29.81. Electronic Notices

The RENTER acknowledges that the RENTER is entering into a binding Agreement if this Agreement is signed utilizing an electronic signature.

- (a) The RENTER consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000, unless indicated to the contrary in clause 9.
- (b) The RENTAL PROVIDER consents to the Electronic Transactions (Victoria) Act 2000 at the email address of the AGENT.
- (c) If the RENTER has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000, the RENTAL PROVIDER shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

29.82. Change of Electronic Address

The RENTAL PROVIDER and the RENTER must give immediate written notice to the other party and the AGENT if the email address for the electronic service of notices or other documents is changed, or any other contact details are changed.

29.83. Withdrawal of Consent

The RENTER may withdraw consent to the electronic service of notices or other documents by giving written notice to the RENTAL PROVIDER or the AGENT but such notice shall only become effective on receipt by the RENTAL PROVIDER or the AGENT.

29.84. Notice of Entry

The RENTAL PROVIDER or the AGENT has the right to enter the premises let subject to compliance with the Act and clause 27:

- (a) to carry out duties specified in this Agreement, or the Act or any other legislation or law;
- (b) to value the premises let or any property of which the premises let form part, provided that at least seven days' notice has been given to the RENTER;
- (c) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the premises let, provided that at least 48 hours' written notice has been given to the RENTER;

- (d) at any time between 8.00 a.m. and 6.00 p.m. on any day (except a public holiday), for the purposes of showing prospective new RENTERS through the premises let provided that at least 48 hours' written notice has been given to the RENTER (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- (e) to verify a reasonable belief that the RENTER or any occupier may not have met any duties as a RENTER of the premises let, provided that at least 24 hours' written notice has been given to the RENTER;
- (f) to make one general inspection provided that entry for that purpose has not been made within the last six months, and provide further that at least seven days' written notice has been given to the RENTER.

29.85. Change of Renter

The RENTER in the occupation of the premises let is changed during the term of the tenancy, the RENTER must as soon as practicable notify the RENTAL PROVIDER or AGENT in writing and comply with clause 25.

29.86. Obligation of Renter of Transfer

The RENTER'S obligation to pay or reimburse the RENTAL PROVIDER or the AGENT for any expenses or charge incurred in preparing a written transfer of this Agreement is dependent upon the RENTAL PROVIDER taking reasonable steps to mitigate any loss arising from the RENTER default or due to the event in clause [29.88](#).

29.87. Process of Transfer

The RENTER agrees to inform the AGENT in writing prior to any RENTER transfers and or would like to either add or remove additional RENTER to the Agreement,

- (a) The RENTER understands and agrees that each ingoing RENTER must complete a Residential Rental Application Form with full supporting documents as required and must be approved by the RENTAL PROVIDER, prior to the RENTER transfer taking place.
- (b) The *ingoing* and or *outgoing* RENTER agrees to pay in advance a transfer processing fee of \$275 (including GST) or 0.55 weeks rent (including GST), whichever greater per transfer or change event, and
- (c) The *ingoing* and or *outgoing* RENTER agrees to pay in advance the National Tenancy Database check fee of \$15 plus GST on each new applicant.
- (d) The RENTER further agrees to ensure all documentation formalising the RENTER transfer and the transfer processing fee payment receipt are submitted to the AGENT prior to finalisation of the transfer of tenancy.

The transfer will take in place until the new Agreement is binding and unconditional.

29.88. Assignment and Sub-Letting

The RENTER assigns the tenancy or sub-let in contrary to clause 25, or the RENTER abandon the premises let, the RENTER agrees:

- (a) to reimburse the RENTAL PROVIDER'S expenses including:
 - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the initial fixed period on clause 5, multiplied by the number of remaining days of the initial fixed period from and including the date a new RENTER takes possession, or
 - the pro-rata value of the letting fee that incurred by the RENTAL PROVIDER at the beginning of the tenancy divided by term (number of days) of the current renewed fixed term in clause 5, multiplied by the number of remaining days of the current renewed fixed term period from and including the date a new RENTER takes possession, and

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

- the advertising costs of \$350 plus GST or as on the advertising fees schedule whichever higher as incurred in obtaining a new RENTER, and
 - the National Tenancy Database check fee of \$15 plus GST on each new applicant, and
 - if the premises let are relet at a lower rent, the RENTER agrees to pay the RENTAL PROVIDER any difference or shortfall as required for the unexpired portion of the term of this Agreement subject to legal requirements.
- (b) To be responsible to pay rent in accordance with the Agreement until the commencement of the following tenancy or the expiry of the Agreement whichever first occurs; and
- (c) Leave the premises let in a clean as in clause 11 and undamaged state as on the condition report per clause 13.

29.89. Administration Fee of Extra Keys

The RENTER agrees to pay the administration fee (*non-reimbursable*) as in clause [29.90](#) for the extra keys and to return all keys as given at the end of the tenancy.

29.90. Standard Administration Fee

The RENTER agrees to pay in advance the administration fee for any extra services that fall out of the standard services level of the AGENT for the amount of \$33 (included GST) per processing service that excluded of the RENTER'S transfer processing fee in clause [29.87](#).

29.91. Failure to Comply

The RENTER acknowledges that failure to comply with the Act may render the RENTER liable to a penalty as stated on the Act.

29.92. Enforcement of the Agreement

No consent or waiver of any breach by the RENTER of the RENTER'S obligations under the Residential Tenancies Act 1997 shall prevent the RENTAL PROVIDER from subsequently enforcing any of the provisions of this Agreement.

29.93. Severability

If any provision of this Agreement is void, voidable by a party, unenforceable, invalid or illegal and would not be so if a word or words were omitted, then that word or those words are to be severed and if this cannot be done the entire provision is to be severed from this Agreement without affecting the validity or enforceability of the remaining provisions of this Agreement.

29.94. Definitions and Interpretation

All terms used in this Agreement shall have the meanings given to them in the Schedule or in the Addendum which shall form part of this Agreement.

- (a) The Act means Residential Tenancies Act 1997 including any subordinate regulations,
- (b) The Schedule means the schedule to this Agreement,
- (c) The Addendum means the additional terms to this Agreement,
- (d) The Agreement means this document incorporating the Schedule, and
- (e) All attachments on the Appendix or the digital link to this document.

29.95. Amendment of the Agreement

This Agreement may be amended only by an Agreement in writing signed by the RENTAL PROVIDER and the RENTER. Where the premises let form part of a building, the RENTAL PROVIDER has the right to make and or alter the rules and regulations for the premises let and the RENTER will be bound by such rules and regulations of the Act.

RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT

30. Signatures

This agreement is made under the **Residential Tenancies Act 1997**. Before signing you must read **Part D – Rights and Obligations** in this form.

RENTAL PROVIDER



Josep Haryono (Aug 2, 2024 11:27 GMT+10)

*Signature of AGENT
on behalf of the
RENTAL PROVIDER*

Josep A Haryono
Name

Date Aug 2, 2024

RENTER(S)



Ethan Wild (Aug 2, 2024 20:53 GMT+10)

Signature of RENTER 1

Ethan Wild
Name

Date Aug 2, 2024



Tian Huang (Aug 2, 2024 20:54 GMT+10)

Signature of RENTER 2

Tian Huang
Name

Date Aug 2, 2024

**RESIDENTIAL TENANCIES ACT 1997
RESIDENTIAL TENANCIES REGULATIONS 2021
REGULATION 10(1)
RESIDENTIAL RENTAL AGREEMENT**

Appendix

1. [Privacy Collection Notice](#)
2. [Rental Disclosure Statement](#)
3. [Emergency Contact Details](#)
4. [Owners Corporation Rules and Move in Procedures \(as the case may be\)](#)

Prepared on: 2 August 2024

PT1167 - LR

Final Audit Report

2024-08-02

Created:	2024-08-02
By:	Xynergy Realty (rental.oakleigh@xynergy.com.au)
Status:	Signed
Transaction ID:	CBJCHBCAABAAFzwWeZ5BYAJ7xWaTjmoFFpF_ED0kFdm3

"PT1167 - LR" History

-  Document created by Xynergy Realty (rental.oakleigh@xynergy.com.au)
2024-08-02 - 01:24:02 GMT- IP address: 117.54.99.210
-  Document emailed to Josep Haryono (pm1.0a@xynergy.com.au) for signature
2024-08-02 - 01:26:14 GMT
-  Email viewed by Josep Haryono (pm1.0a@xynergy.com.au)
2024-08-02 - 01:26:24 GMT- IP address: 66.249.84.200
-  Document e-signed by Josep Haryono (pm1.0a@xynergy.com.au)
Signature Date: 2024-08-02 - 01:27:54 GMT - Time Source: server- IP address: 122.148.196.37
-  Document emailed to ethanwild24@gmail.com for signature
2024-08-02 - 01:27:58 GMT
-  Email viewed by ethanwild24@gmail.com
2024-08-02 - 03:59:31 GMT- IP address: 66.249.84.197
-  Signer ethanwild24@gmail.com entered name at signing as Ethan Wild
2024-08-02 - 10:53:24 GMT- IP address: 159.196.241.18
-  Document e-signed by Ethan Wild (ethanwild24@gmail.com)
Signature Date: 2024-08-02 - 10:53:26 GMT - Time Source: server- IP address: 159.196.241.18
-  Document emailed to nicoleskyhuang@gmail.com for signature
2024-08-02 - 10:53:28 GMT
-  Email viewed by nicoleskyhuang@gmail.com
2024-08-02 - 10:53:46 GMT- IP address: 66.249.84.200
-  Signer nicoleskyhuang@gmail.com entered name at signing as Tian Huang
2024-08-02 - 10:54:21 GMT- IP address: 159.196.241.18



Document e-signed by Tian Huang (nicoleskyhuang@gmail.com)

Signature Date: 2024-08-02 - 10:54:23 GMT - Time Source: server- IP address: 159.196.241.18



Agreement completed.

2024-08-02 - 10:54:23 GMT



S & J KELSEY PROPERTY NOMINEES PTY LTD
7 BENDANELLE COURT
GARFIELD VIC 3814

Our reference: 7170307437524

Phone: 13 28 66

20 May 2026

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2411204824107
Vendor name	S & J KELSEY PROPERTY NOMINEES PTY LTD
Clearance Certificate Period	12 May 2026 to 19 May 2027

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours faithfully,
Emma Rosenzweig
Deputy Commissioner of Taxation

Need help?

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

Contact us

In Australia? Phone us on **13 28 66**
If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00 am and 5:00 pm Australian Eastern Standard time, Monday to Friday.