Contract of Sale of Land

Property:

Unit 102, 15 Queens Road, Melbourne VIC 3004

Melbourne Home Transfer Pty Ltd
Suite 7C, Level 1, Cairnlea Commercial Town centre
100 Furlong Road
CAIRNLEA VIC 3023
Tel: 0424 431 992
Ref: AL:262677

Contract of Sale of Land

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.

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

Contract of Sale of 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 ...../…..……/2026

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

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

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

SIGNED BY THE VENDOR: .....

..... on ...../…..……/2026

Print names(s) of person(s) signing: **NGAN CHENG CHING**

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

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

Particulars of Sale

Vendor's estate agent

Name: XYNERGY REALTY

Address: 25 Malcolm Street, South Yarra VIC 3141

Email: william.w@xynergy.com.au Ref: William Wang

Tel: Mob: 0410 515 168 Fax:

Vendor

Name: NGAN CHENG CHING

Address:

ABN/ACN:

Email:

Vendor's legal practitioner or conveyancer

Name: Melbourne Home Transfer Pty Ltd

Address: Suite 7C, Level 1, Cairnlea Commercial Town centre, 100 Furlong Road, Cairnlea VIC 3023

Email: info@melbournehometransfer.com.au Ref: 262677

Tel: 0424 431 992 Mob: Fax:

Purchaser's estate agent

Name:

Address:

Email: Ref:

Tel: Mob: Fax:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email: Ref:

Tel: Fax: DX:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10283	Folio	386	5	PS 335103W

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 102, 15 Queens Road, Melbourne VIC 3004

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

All fixed floor coverings, all light fittings and all blinds & curtains.

Payment

Price $ .....

Deposit $ ..... by (of which has been paid)

Balance $ ..... payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Settlement (general conditions 17 & 26.2)

is due on

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; and
- the 14th day after the vendor gives notice in writing to the purchaser of the issuance of the Occupancy Permit.

Lease (general condition 5.1)

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

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

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

OR

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

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

(or another lender chosen by the purchaser) .....

Loan amount: no more than ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

1. Purchaser's inspection and investigation

The Purchaser acknowledges that they have inspected the structures buildings and the Land and performed all required investigations in relation to the land. The Purchaser warrants to the Vendor that, because of the Purchaser's own inspection and enquiries, the Purchaser:

1.1 Has made investigations and accepts the structures, improvements, and land as to the current nature, quality, condition, and state of repair.

1.2 Accepts that all structures or improvements on the land may not comply with applicable building codes, standards regulations and the Purchaser has made its own investigation as to the level of compliance and required building rectification work or demolition to achieve compliance.

1.3 Accepts the land as it is in its current state, and subject to all defects, whether latent or patent, noncompliance with applicable building codes standards and regulations; and

1.4 Is satisfied about the purposes for which the land may be used and about all restrictions and prohibitions on their intended use or development of the land.

1.5 Is aware that the structures and improvements on the land may not be suitable for occupation or habitation notwithstanding that an occupancy permit had been issued

2. Warranty by Vendor

2.1 The Vendor gives no warranty:

2.1.1 That the improvements erected on the land or any alterations or additions to the improvements comply with any building legislation, regulations applicable code and standards.

2.1.2 As to the use to which the land may be intended to be used by the purchaser is suitable for that intended use

2.1.3 That the building and structures on the land comply with any applicable building permit, approval, and regulations

2.1.4 That any of the chattels appliances, fixtures or fittings in that building are operational or functional.

2.1.5 That the actual size, dimensions, or boundaries of the land match those shown in the plan of subdivision, title particulars, or Vendor's Statement. The Purchaser is responsible for making their own enquiries and investigations (including survey if required) regarding the land description, area, and measurements prior to entering into this Contract. The Purchaser shall not make any objection, requisition, claim for compensation, or require the Vendor to amend title or bear any costs in relation to any discrepancy or deficiency in the land size, area, or measurements.

2.2 The Vendor has not made and shall not be construed as having made any representation or warranty that the Property is free of contaminants. Prior to entering this Contract, the Purchaser has made its own enquiries and investigations as to the environmental state of the Property and the Purchaser has relied and relies entirely on the result of its investigations and on its own judgment in entering this Contract.

3. Claims by Purchaser

The Purchaser shall make no objection, claim compensation, or delay settlement or payment of the balance of the purchase price because of anything in connection with:

3.1 Any improvements buildings structures erected on the land or any alterations or additions to the improvements not being in compliance with any building legislation, applicable codes and standards, building regulations.

3.2 The failure or defect (latent or patent) in any structure, improvements chattels or good which are on the land.

3.3 The nature of quality and classification of the soil and subsoil of the land.

3.4 The suitability condition or existence or non-existence of any chattels appliances, fixtures, and fittings in relation to the dwelling on the land.

4. Finance Approval
If the purchaser attempts to end the Contract on the basis that it is unable to obtain finance approval by the approval date, the Purchaser must simultaneously provide written proof to the Vendor from the potential lender verifying that the purchaser has applied for finance in accordance with the particulars of Sale and refusing finance approval to the purchaser, failing which the purchaser shall be deemed to have obtained approval of finance. A letter from a mortgage broker/ mobile lender is not sufficient in this regard.

5. Rescheduled Settlement
Without limiting any other rights of the Vendor, if the purchaser fails to settle on the due date for settlement as set out in the particulars of this Contract (Due Date) or request a variation to the Due Date, the Purchaser must pay the Vendor's representative $220 at the settlement for each request.

6. Adjustments
The Purchaser is responsible for ensuring the Statement of Adjustments and all updated certificates are prepared by their representative and delivered to the Vendor's representative no later than three business days preceding the settlement date. Should there be a delay in providing the Statement of Adjustments and relevant certificates by the specified time, the Purchaser will be deemed in default of the contract.

7. Default costs charges & expenses
7.1 In the event that a purchaser causes, by any act, omission or delay by the purchaser, its representatives or its lender if any, any delay in settlement being effected at the nominated date and or time, the purchaser shall be in breach of the contract.
7.2 The penalty interest rate shall be 4% per annum plus the rate for the time being fixed by section 2 of the Penalty Interest Rates Act 1983. The default interest will be adjusted by the purchaser in favour of the vendor in the Statement of Adjustments prior to the settlement of the Property.
7.3 The purchaser acknowledges and agrees that if the purchaser fails to complete the purchase of the property on the due date under this Contract, the vendor will or may suffer additional loss, damage and expenses, which must be adjusted in the Statement of Adjustments against the purchaser, payable at settlement and/or upon demand by the vendor's representative:
7.3.1 the amount of $880.00 (inclusive of GST) to the vendor's representative being the costs of each default;
7.3.2 accommodation expenses necessarily incurred by the vendor;
7.3.3 penalties interest payable by the vendor through any delay in completion of the vendor's purchase of another property

8. Solar Panels
If there are any solar panels on the land, the purchaser acknowledges and agrees that:
8.1 Whether or not any benefits currently provided to the vendor by agreement with the current energy supplier (including with respect to feed-in tariffs) pass to the purchaser on the sale of the land is a matter for enquiry and confirmation by the purchaser, and the vendor makes no representation in this regard;
8.2 The purchaser will negotiate with the current energy supplier or an energy supplier of the purchaser's choice with respect to any feed-in tariffs for any electricity generated or any other benefits provided by the solar panels;
8.3 The purchaser shall indemnify and hold harmless the vendor against any claims whatsoever with respect to the solar panels; and
8.4 Neither the vendor nor vendor's estate agent has made any representations or warranties with respect to the solar panels in relation to their condition, state of repair, fitness for purpose for which they are installed, their input to the electricity grid, any benefits arising from and electricity generated by the solar panels, or otherwise.

9. Pool or Spa
If the property includes a swimming pool or spa, the vendor makes no warranties or representations that the pool or spa on the property has been registered and further makes no warranties that the pool or spa has a compliant safety barrier. The purchaser has relied upon their own enquiries in relation to registration and compliance with the current building regulations and acknowledges and accepts that it shall be responsible to register if required and shall be responsible to comply and lodge a Certificate of Barrier Compliance with the relevant council at their own cost. The purchaser agrees that this Contract cannot be terminated and shall not seek any compensation and make no objection or requisition in relation to this special condition.

10. Smoke Alarm

The Purchaser acknowledges and accepts that the Vendor makes no warranty, representation, or guarantee as to the presence, condition, compliance, or operation of any smoke alarm(s) at the Property. It is the sole responsibility of the Purchaser, at their own cost, to ensure that any smoke alarm(s) located at the Property comply with all applicable laws, regulations, and requirements after settlement.

11. Existing services and utilities

The Purchaser acknowledges that the services and utilities might not be connected on the final inspection date. The Purchaser should be responsible for connecting the services and utilities and shall not make any requisition, objection or claim for compensation or delay settlement.

12. 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.

13. 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, requisition, objection or claim for compensation or delay settlement.

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

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 the header 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 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 lodgment 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 lodgment 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 lodgment 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 lodgment network operators do not provide otherwise:

(a) the electronic lodgement network operator to conduct all the financial and lodgment 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 lodgment.

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 lodgment 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 lodgment network operator of settlement.

19. GST

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

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

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

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

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

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

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

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

(a) the parties agree that this contract is for the supply of a going concern; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

(c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act* 1999 (Cth); and

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

(d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

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

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

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

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

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act* 2005); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

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

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

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

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

24.5 The purchaser must:

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

(b) ensure that the representative does so.

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

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

(a) the settlement is conducted through an electronic lodgment 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 lodgment 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 lodgment network.

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

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that:

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

(b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

(b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.

26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.

27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

(a) express post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;

(c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28. NOTICES

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

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

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act* 1962; and

(b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

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

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

(e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We, ... of .....…….....

and ..... of .....…….....

being the **Sole Director** / **Directors** of .....…….....ACN ….....

(called the "Guarantors") IN CONSIDERATION of the Vendor selling to the Purchaser at our request the Land described in this Contract of Sale for the price and upon the terms and conditions contained therein **DO** for ourselves and our respective executors and administrators **JOINTLY AND SEVERALLY COVENANT** with the said Vendor and their assigns that if at any time default shall be made in payment of the Deposit Money or residue of Purchase Money or interest or any other moneys payable by the Purchaser to the Vendor under this Contract or in the performance or observance of any term or condition of this Contract to be performed or observed by the Purchaser I/we will immediately on demand by the Vendor pay to the Vendor the whole of the Deposit Money, residue of Purchase Money, interest or other moneys which shall then be due and payable to the Vendor and indemnify and agree to keep the Vendor indemnified against all loss of Deposit Money, residue of Purchase Money, interest and other moneys payable under the within Contract and all losses, costs, charges and expenses whatsoever which the Vendor may incur by reason of any default on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and Indemnity and shall not be released by:-

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

(c) by time given to the Purchaser for any such payment performance or observance;

(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

IN WITNESS whereof the parties hereto have set their hands and seals

this ...……..... day of ..……..... 20.....

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)
.....

in the presence of:) Director (Sign)
)
Witness.....)

SIGNED SEALED AND DELIVERED by the said)
)
Print Name.....)
.....

in the presence of:) Director (Sign)
)
Witness.....)

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

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

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

Vendor Statement

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

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

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

Land	UNIT 102, 15 QUEENS ROAD, MELBOURNE VIC 3004

Vendor's name	NGAN CHENG CHING	Date / /
Vendor's signature _____		

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

1. FINANCIAL MATTERS

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

(a) ☒ Their total does not exceed: $6,000.00 Plus Owner Corporation Levies

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

$0.00	To	

Other particulars (including dates and times of payments):

1.3 **Terms Contract**

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

Not Applicable

1.4 **Sale Subject to Mortgage**

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

Not Applicable

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

(a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPC No.
(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 vendor statement is in respect of a contract which does NOT provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits.

Not Applicable

2.2 **Owner Builder**

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

Not Applicable

3. LAND USE

3.1 **Easements, Covenants or Other Similar Restrictions**

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

☒ Is in the attached copies of title document/s

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

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

3.2 **Road Access**

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

3.3 **Designated Bushfire Prone Area**

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

3.4 **Planning Scheme**

☒ Attached is a certificate with the required specified information.

4. NOTICES

4.1 **Notice, Order, Declaration, Report or Recommendation**

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

Not Applicable

4.2 **Agricultural Chemicals**

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

NIL

4.3 **Compulsory Acquisition**

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

Electricity supply ☐	Gas supply ☐	Water supply ☐	Sewerage ☐	Telephone services ☐

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 **Unregistered Subdivision**

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

Not Applicable

10.2 **Staged Subdivision**

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

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

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

NIL

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

NIL

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

NIL

10.3 **Further Plan of Subdivision**

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

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

Not Applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

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

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

VOLUME 10283 FOLIO 386 Security no : 124131868018C
Produced 04/02/2026 12:54 PM

LAND DESCRIPTION

Lot 5 on Plan of Subdivision 335103W.
PARENT TITLE Volume 10032 Folio 965
Created by instrument PS335103W 31/05/1996

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
NGAN CHENG CHING of
U559673F 18/12/1996

ENCUMBRANCES, CAVEATS AND NOTICES

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

DIAGRAM LOCATION

SEE PS335103W FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 102 15 QUEENS ROAD MELBOURNE VIC 3004

ADMINISTRATIVE NOTICES

NIL

eCT Control 18601V BANKWEST
Effective from 08/09/2020

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION PLAN NO. PS335103W

DOCUMENT END

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Document Type	**Plan**
Document Identification	**PS335103W**
Number of Pages (excluding this cover sheet)	**19**
Document Assembled	**04/02/2026 12:55**

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PLAN OF SUBDIVISION

STAGE No.	LTO USE ONLY	PLAN NUMBER
	EDITION 4	PS 335103W

LOCATION OF LAND

PARISH: MELBOURNE SOUTH

CITY: SOUTH MELBOURNE

SECTION: P

CROWN ALLOTMENT: 11

CROWN PORTION: -----

LTO BASE RECORD: PARISH 6 MELBOURNE SOUTH (3084-D)

TITLE REFERENCES: VOL:10032 FOL:965

LAST PLAN REFERENCE:

POSTAL ADDRESS: (AT TIME OF SUBDIVISION) 15 QUEENS ROAD, MELBOURNE, 3004

AMG CO-ORDINATES: (OF APPROX. CENTRE OF PLAN) E 331 660 N 5 809 860 ZONE: 55

COUNCIL CERTIFICATION AND ENDORSEMENT

COUNCIL NAME : PORT PHILLIP CITY COUNCIL **REF :** 109

1. THIS PLAN IS CERTIFIED UNDER SECTION 6 OF THE SUBDIVISION ACT 1988.

~~2. THIS PLAN IS CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988. DATE OF THE ORIGINAL CERTIFICATION UNDER SECTION 6 / / .~~

~~3. THIS IS A STATEMENT OF COMPLIANCE ISSUED UNDER SECTION 21 OF THE SUBDIVISION ACT 1988.~~

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 BEEN SATISFIED.~~

(iii) THE REQUIREMENT IS TO BE SATISFIED IN STAGE

COUNCIL DELEGATE

~~COUNCIL SEAL~~

DATE 2/5/96

~~RE-CERTIFIED UNDER SECTION 11(7) OF THE SUBDIVISION ACT 1988~~

~~COUNCIL DELEGATE~~

~~COUNCIL SEAL~~

~~DATE / /~~

APPLIES TO MASTER PLAN STAGE 1 ONLY

VESTING OF ROADS OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

NOTATIONS

DEPTH LIMITATION DOES NOT APPLY

STAGING THIS IS A STAGED SUBDIVISION
PLANNING PERMIT No.

THE COMMON PROPERTY IS ALL THE LAND IN THE PLAN EXCEPT LOTS 1 TO 78 (BOTH INCLUSIVE)

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS

LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:

MEDIAN: BOUNDARIES MARKED M

EXTERIOR FACE: BOUNDARIES MARKED E

INTERIOR FACE: ALL OTHER BOUNDARIES (OF WALLS, FLOORS, CEILINGS AND WINDOWS)

LOTS 1, 3, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 27, 28, 29, 30, 32, 34, 36, 37, 38, 40, 41, 43, 44, 45, 46, 48, 49, 50, 51, 53, 54, 56, 57, 59, 62, 64, 65 . 67. 71 AND 72 ARE COMPRISED OF 2 PARTS

LOTS 2, 4, 5, 6, 7, 8, 21, 22, 23, 24, 25, 26, 31, 33, 35, 39, 42, 47, 52, 55, 58, 60, 61, 63 . 66, 68, 69, 70, 73 AND 74 ARE COMPRISED OF 3 PARTS

LOT 75 IS COMPRISED OF 4 PARTS

SURVEY THIS PLAN IS BASED ON SURVEY
THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s).
IN PROCLAIMED SURVEY AREA No.

EASEMENT INFORMATION

LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)

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

EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF

LTO USE ONLY

FORM 17 ~~DELETED~~

STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT

RECEIVED ☑

DATE 13/5/96

THIS IS AN L.T.O. COMPILED PLAN

CHECKED 17/9/96

A Dallas

Assistant Registrar of Titles ES

SHEET 1 OF 18 SHEETS

breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph:818 0301 fax:819 5597

LICENSED SURVEYOR GRAEME S GILBERT

SIGNATURE ..... DATE 26 / 4 / 96

REF: 5271/1 VERSION 3

CHECKED G COX DATE 26-4-96

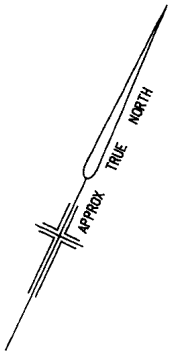
.....
DATE 2 / 5 / 96
COUNCIL DELEGATE SIGNATURE

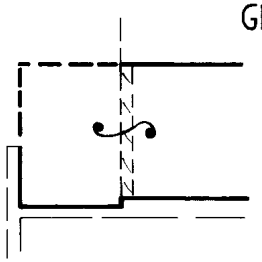
ORIGINAL SHEET SIZE A3

DIAGRAM 1

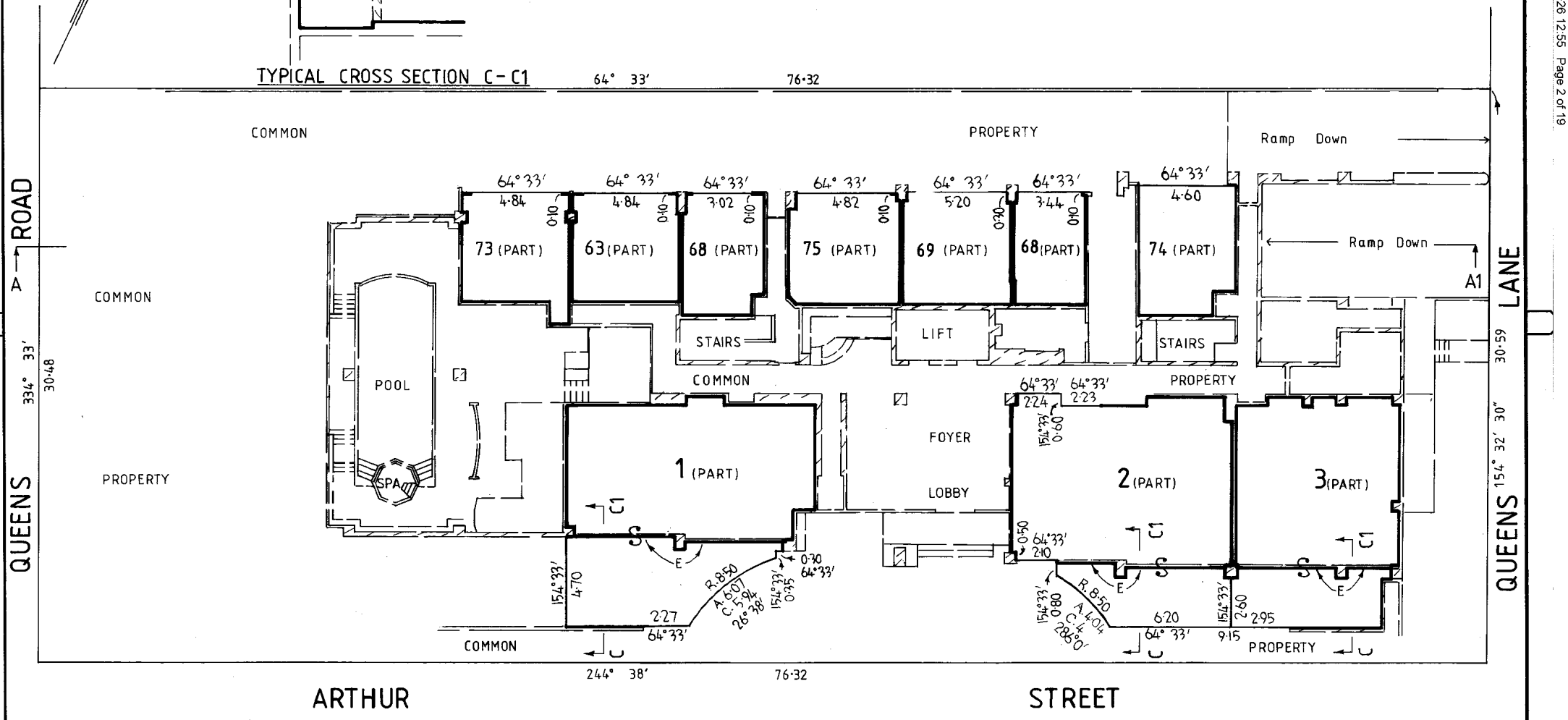
GROUND LEVEL AND GROUND STOREY

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 335103W





TYPICAL CROSS SECTION C - C1



breese pitt dixon pty ltd 1 alfred street, hawthorn, vic 3122 ph:818 0301 fax:819 5597	SCALE 2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SCALE: 1:200 SHEET SIZE: A3	LICENSED SURVEYOR GRAEME S GILBERT SIGNATURE ..... DATE 26/4/96 REF: 5271/1 VERSION 3	SHEET 2 OF 18 SHEETS ..... DATE / / COUNCIL DELEGATE SIGNATURE

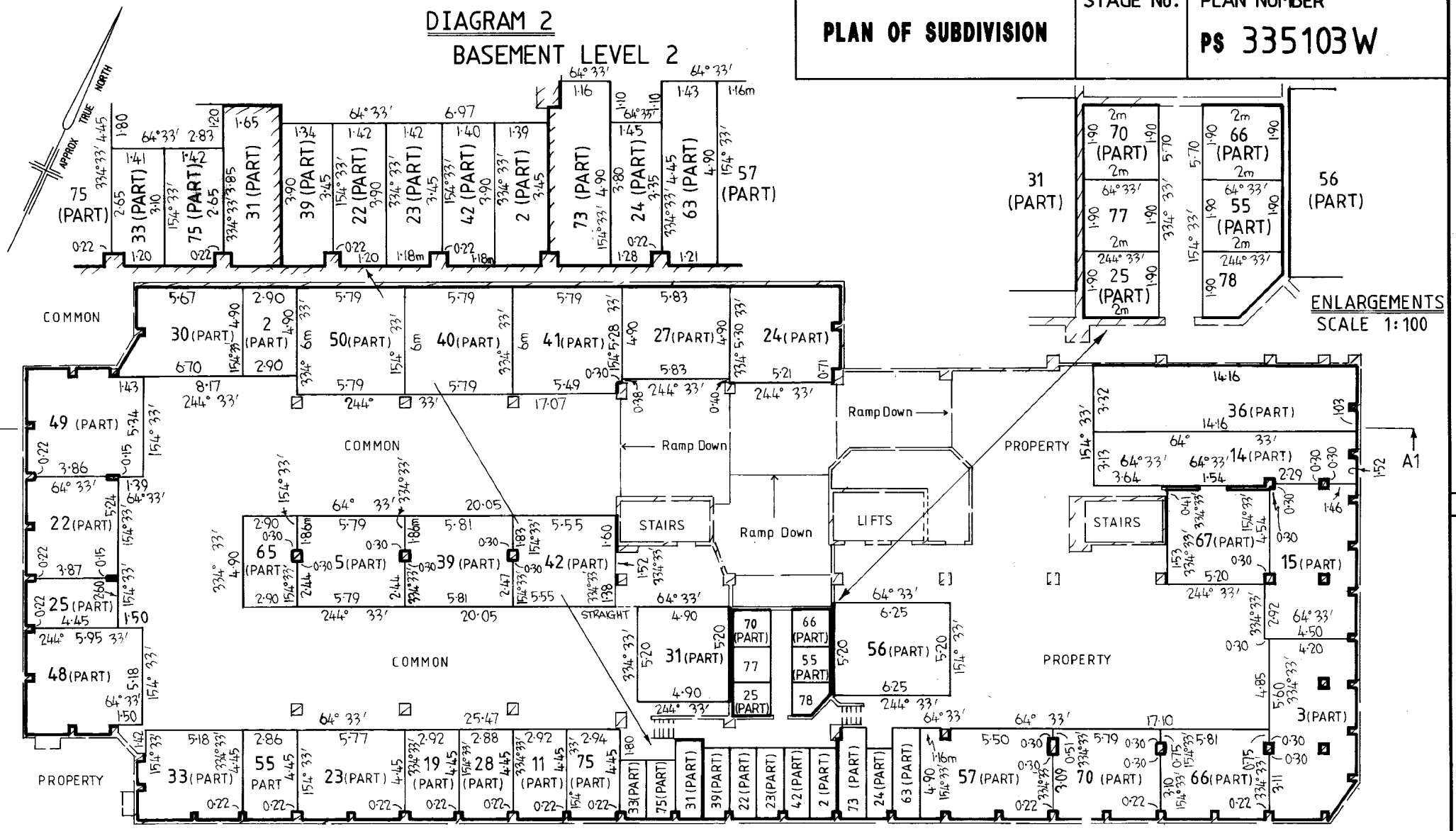
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

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DIAGRAM 2

BASEMENT LEVEL 2

PLAN OF SUBDIVISION | STAGE No. | PLAN NUMBER **PS 335103W**



breese pitt dixon pty ltd 1 alfred street, hawthorn, vic 3122 ph:818 0301 fax:819 5597	SCALE 2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:200 / SHEET SIZE A3	LICENSED SURVEYOR GRAEME S GILBERT SIGNATURE ..... DATE 26/4/96 REF: 5271/1 VERSION 3	SHEET 3 OF 18 SHEETS ..... DATE / / COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

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DIAGRAM 3

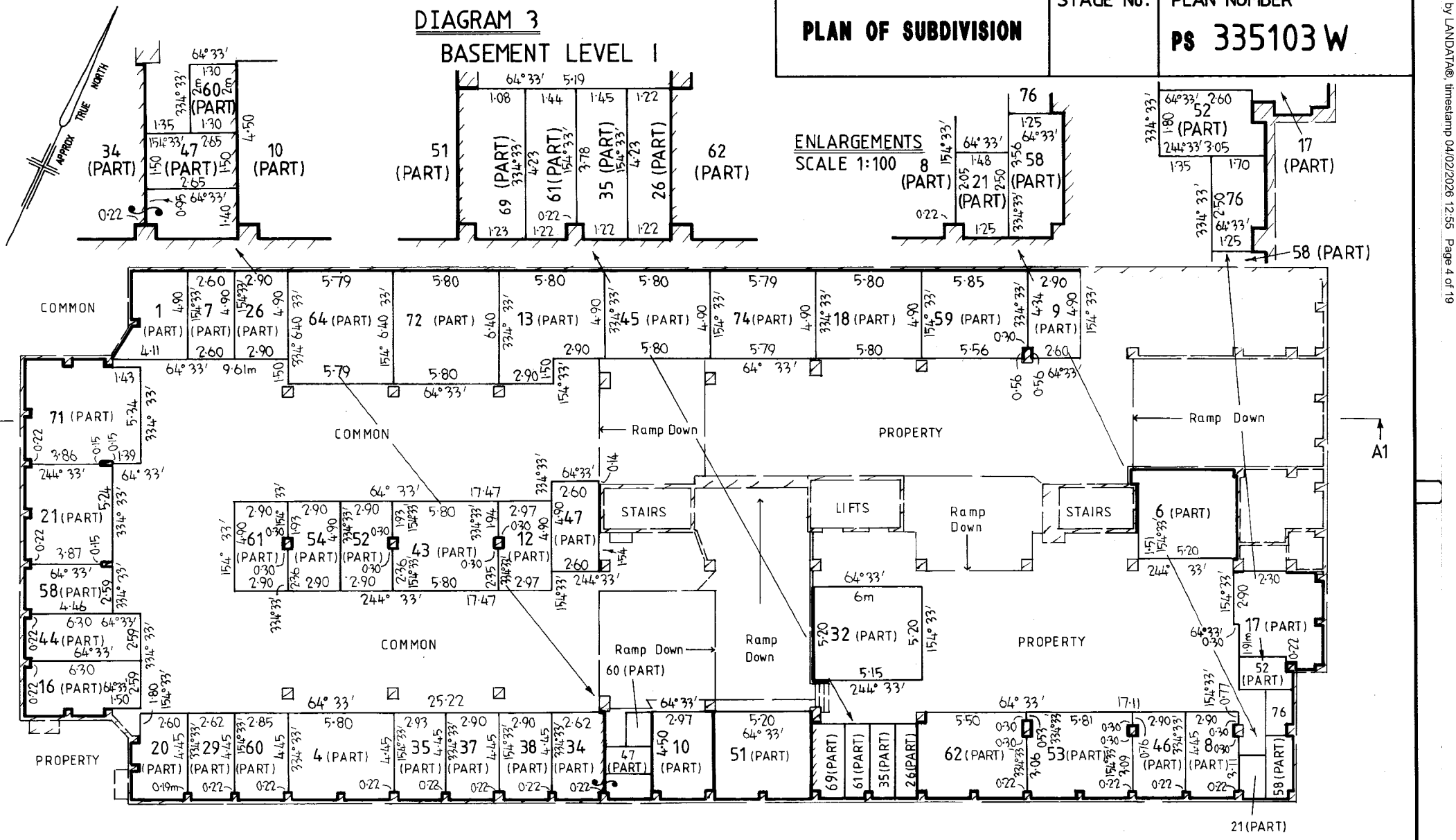
BASEMENT LEVEL 1

PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER

PS 335103 W



SHEET 4 OF 18 SHEETS

breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph:818 0301 fax:819 5597

SCALE

2 0 2 4 6 8

LENGTHS ARE IN METRES

ORIGINAL

SCALE	SHEET SIZE
1:200	A3

LICENSED SURVEYOR GRAEME S GILBERT

SIGNATURE ..... DATE 26/4/96

REF: 5271/1 VERSION 3

.....

DATE / /

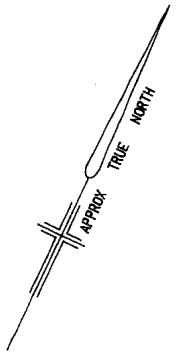
COUNCIL DELEGATE SIGNATURE

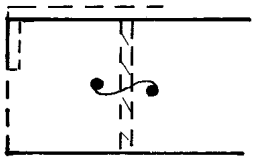
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Delivered by LANDATA®, timestamp 04/02/2026 12:55 Page 4 of 19

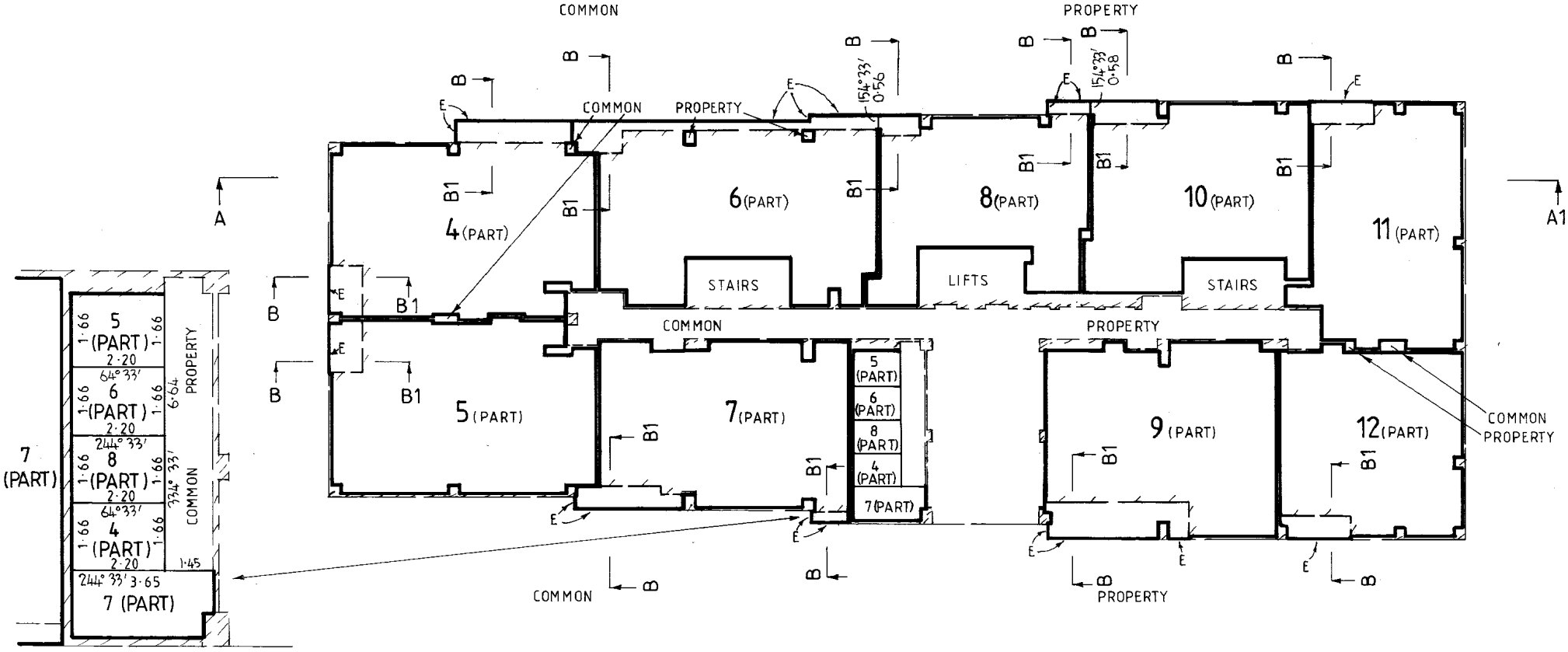
DIAGRAM 4
FIRST STOREY

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 335103W





TYPICAL CROSS SECTION B-B1



ENLARGEMENT
SCALE 1:100

SHEET 5 OF 18 SHEETS

breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph:818 0301 fax:819 5597

SCALE
2 0 2 4 6 8
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:200
SHEET SIZE A3

LICENSED SURVEYOR GRAEME S GILBERT
SIGNATURE ..... DATE 26/4/96
REF: 5271/1 VERSION 3

.....
DATE / /
COUNCIL DELEGATE SIGNATURE

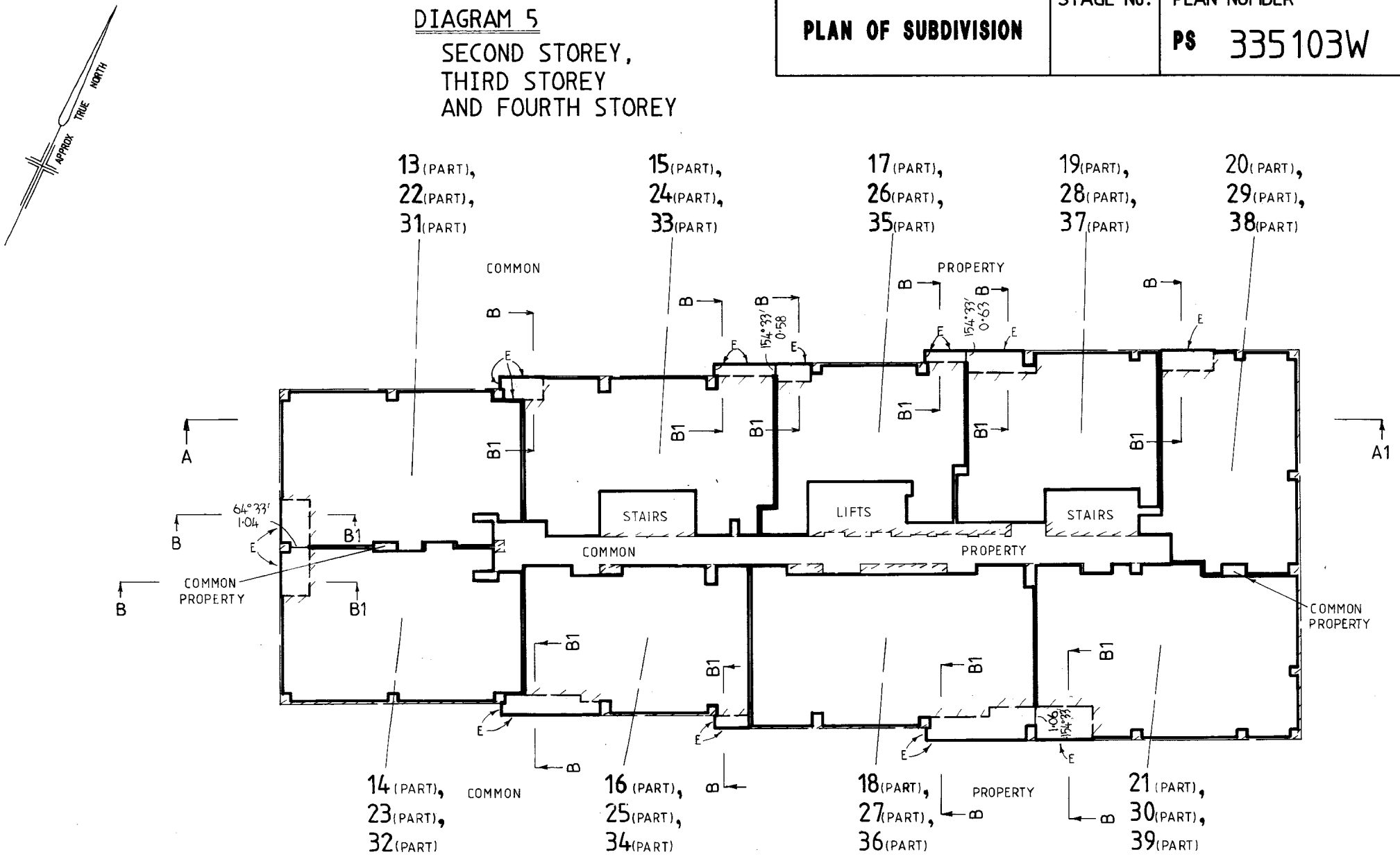
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 335103W

DIAGRAM 5

SECOND STOREY, THIRD STOREY AND FOURTH STOREY



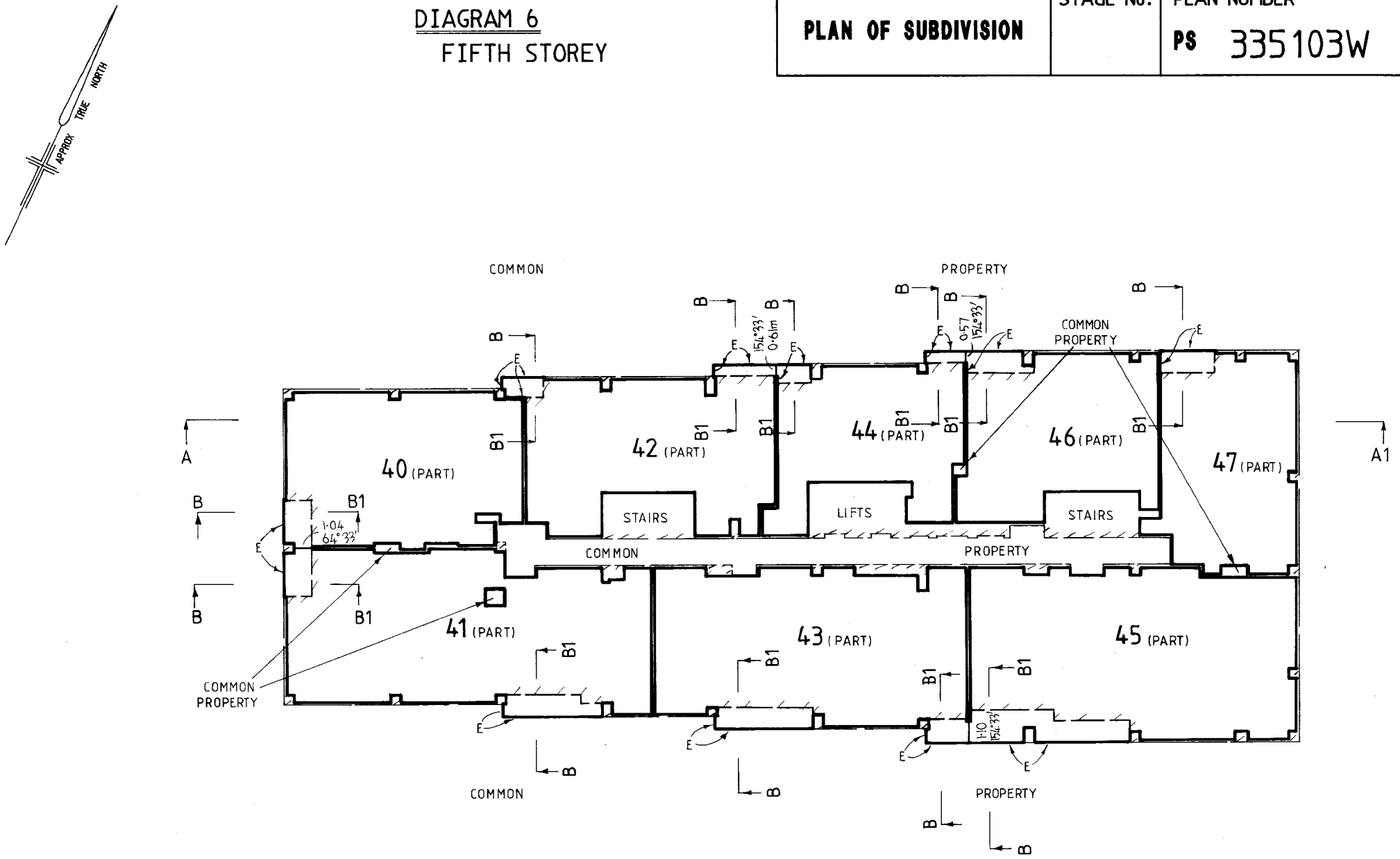
breese pitt dixon pty ltd 1 alfred street, hawthorn, vic 3122 ph:818 0301 fax:819 5597	SCALE 2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:200 SHEET SIZE A3	LICENSED SURVEYOR GRAEME S GILBERT SIGNATURE ..... DATE 26/4/96 REF: 5271/1 VERSION 3	SHEET 6 OF 18 SHEETS ..... DATE / / COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

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DIAGRAM 6
FIFTH STOREY

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 335103W



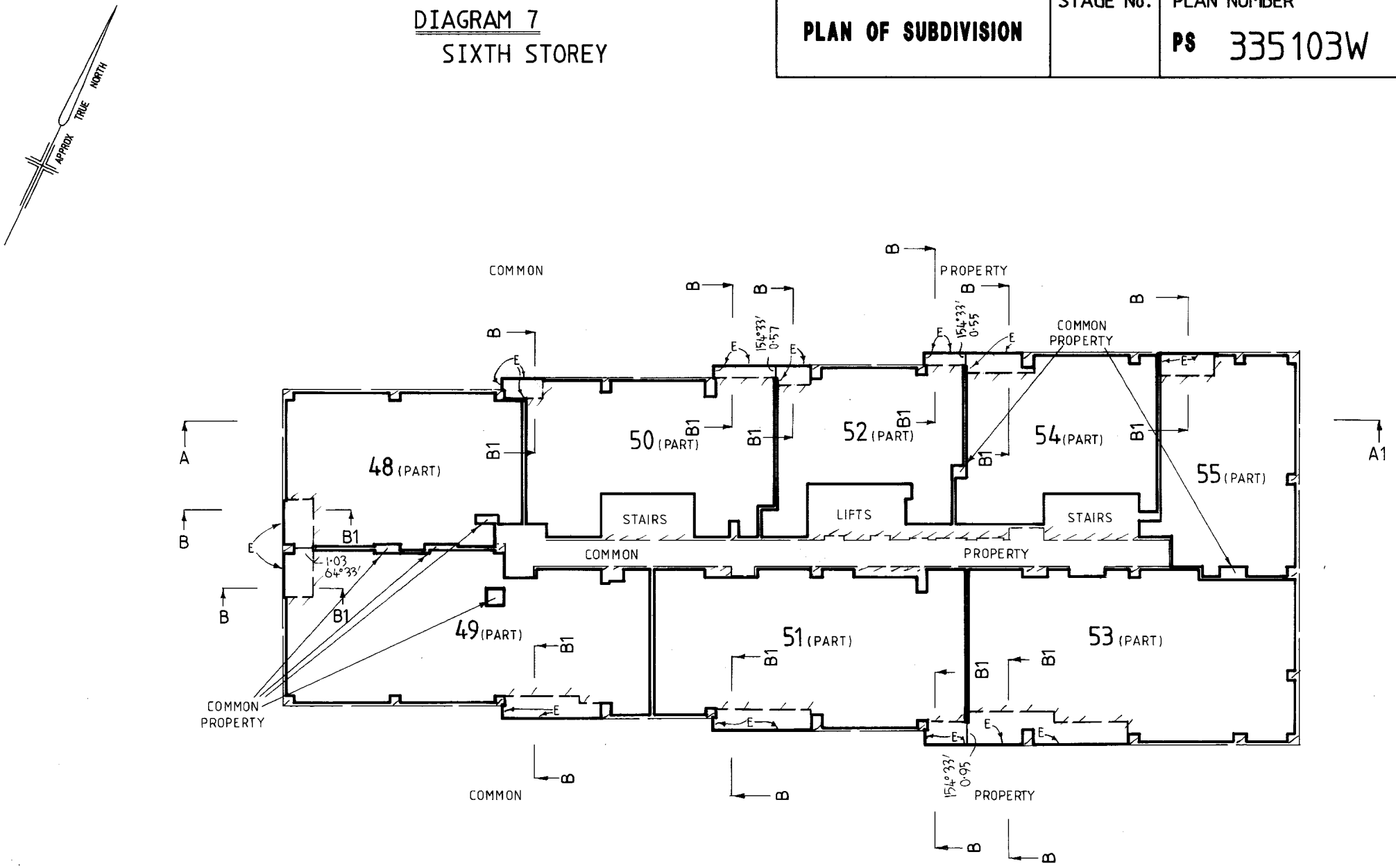
breese pitt dixon pty ltd 1 alfred street, hawthorn, vic 3122 ph:818 0301 fax:819 5597	SCALE 2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:200 / SHEET SIZE A3	LICENSED SURVEYOR GRAEME S GILBERT SIGNATURE ..... DATE 26/4/96 REF: 5271/1 VERSION 3	SHEET 7 OF 18 SHEETS ..... DATE / / COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

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DIAGRAM 7
SIXTH STOREY

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 335103W



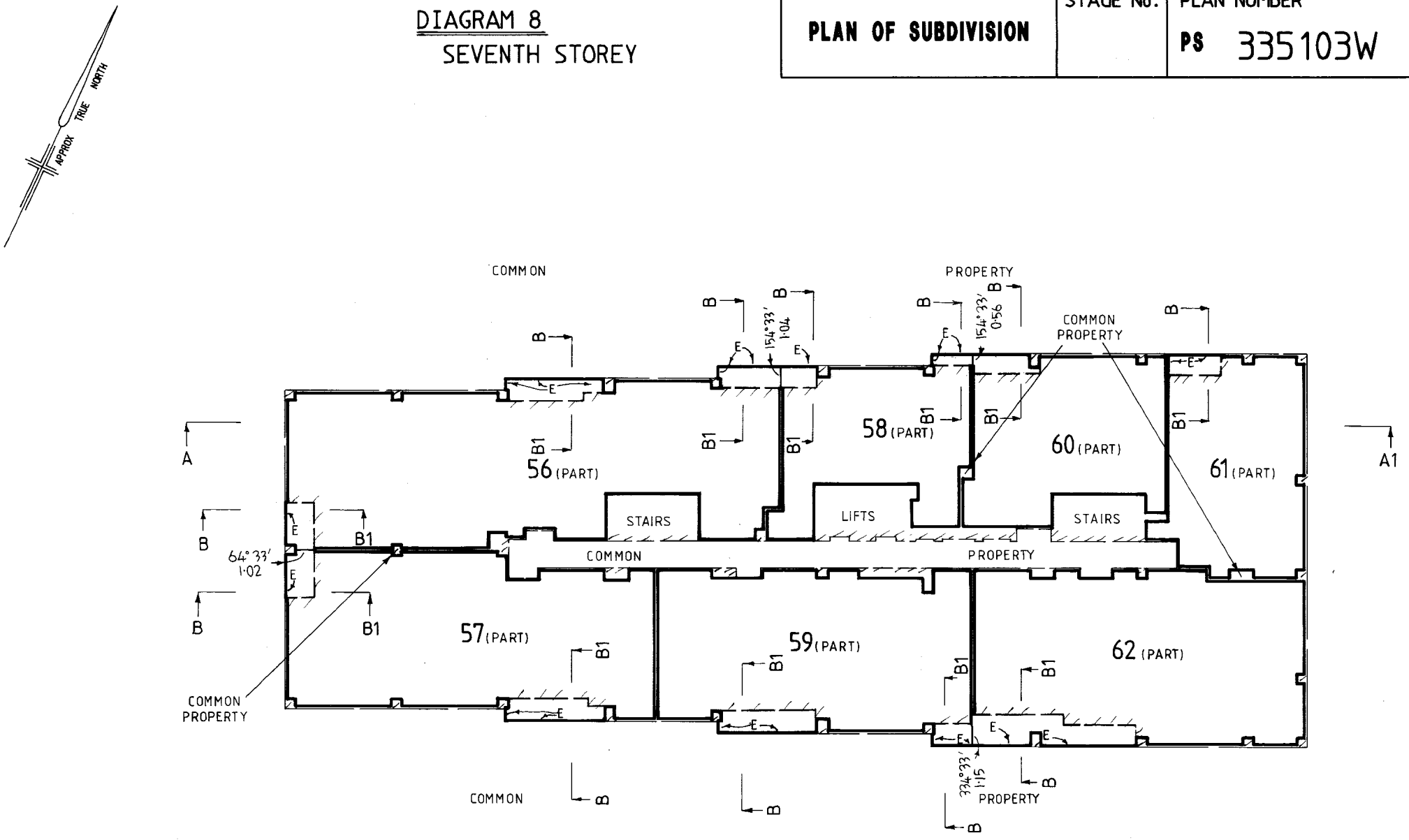
breese pitt dixon pty ltd 1 alfred street, hawthorn, vic 3122 ph:818 0301 fax:819 5597	SCALE 2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:200 SHEET SIZE A3	LICENSED SURVEYOR GRAEME S GILBERT SIGNATURE ..... DATE 26/4/96 REF: 5271/1 VERSION 3	SHEET 8 OF 18 SHEETS ..... DATE / / COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

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DIAGRAM 8
SEVENTH STOREY

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 335103W



SHEET 9 OF 18 SHEETS

breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph:818 0301 fax:819 5597

SCALE
2 0 2 4 6 8
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:200
SHEET SIZE A3

LICENSED SURVEYOR GRAEME S GILBERT
SIGNATURE ..... DATE 26/4/96
REF: 5271/1 VERSION 3

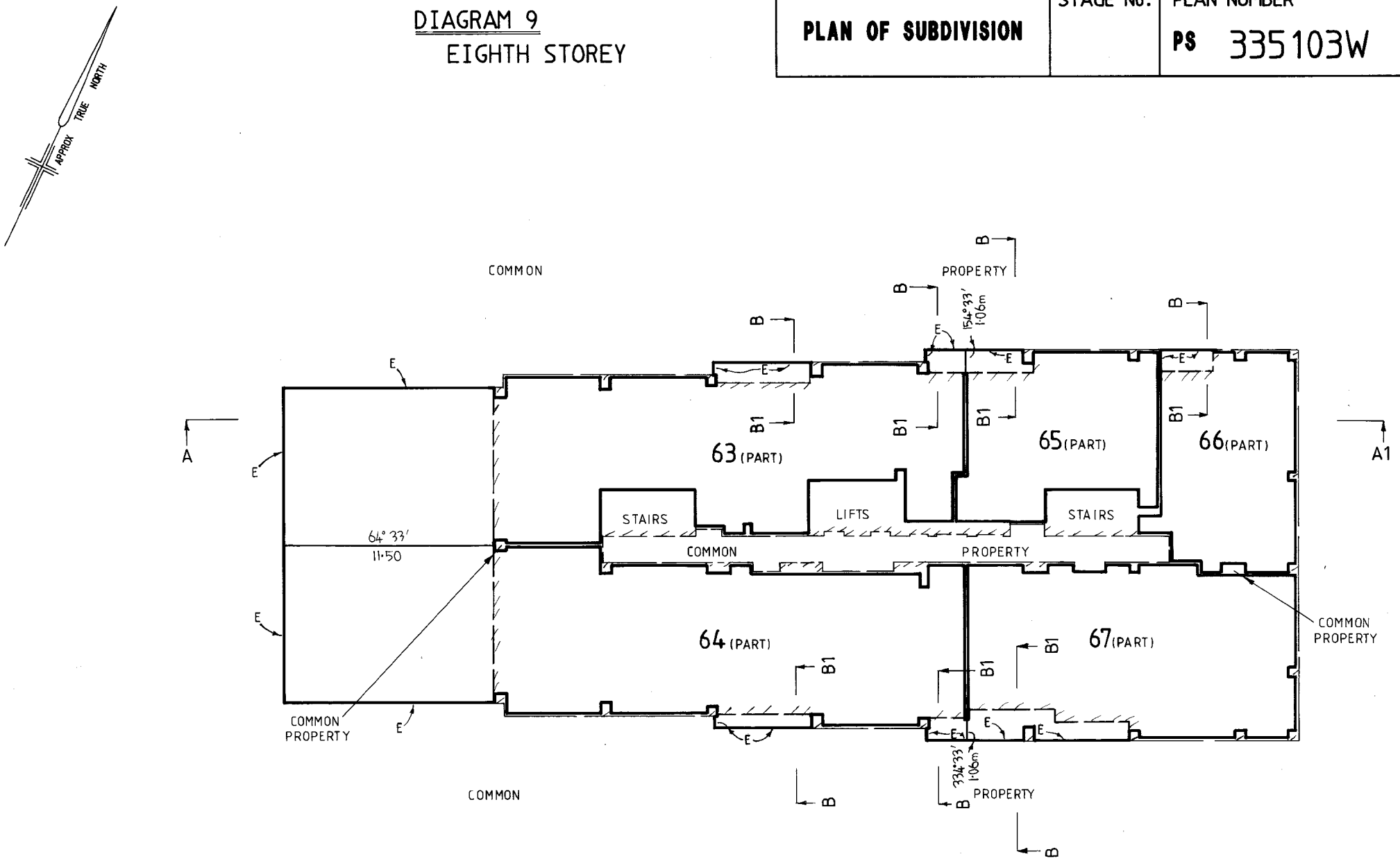
.....
DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

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DIAGRAM 9
EIGHTH STOREY

PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 335103W



SHEET 10 OF 18 SHEETS

breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph:818 0301 fax:819 5597

SCALE
2 0 2 4 6 8
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:200
SHEET SIZE A3

LICENSED SURVEYOR GRAEME S GILBERT
SIGNATURE .....
DATE 26/4/96
REF: 5271/1
VERSION 3

.....
DATE / /
COUNCIL DELEGATE SIGNATURE

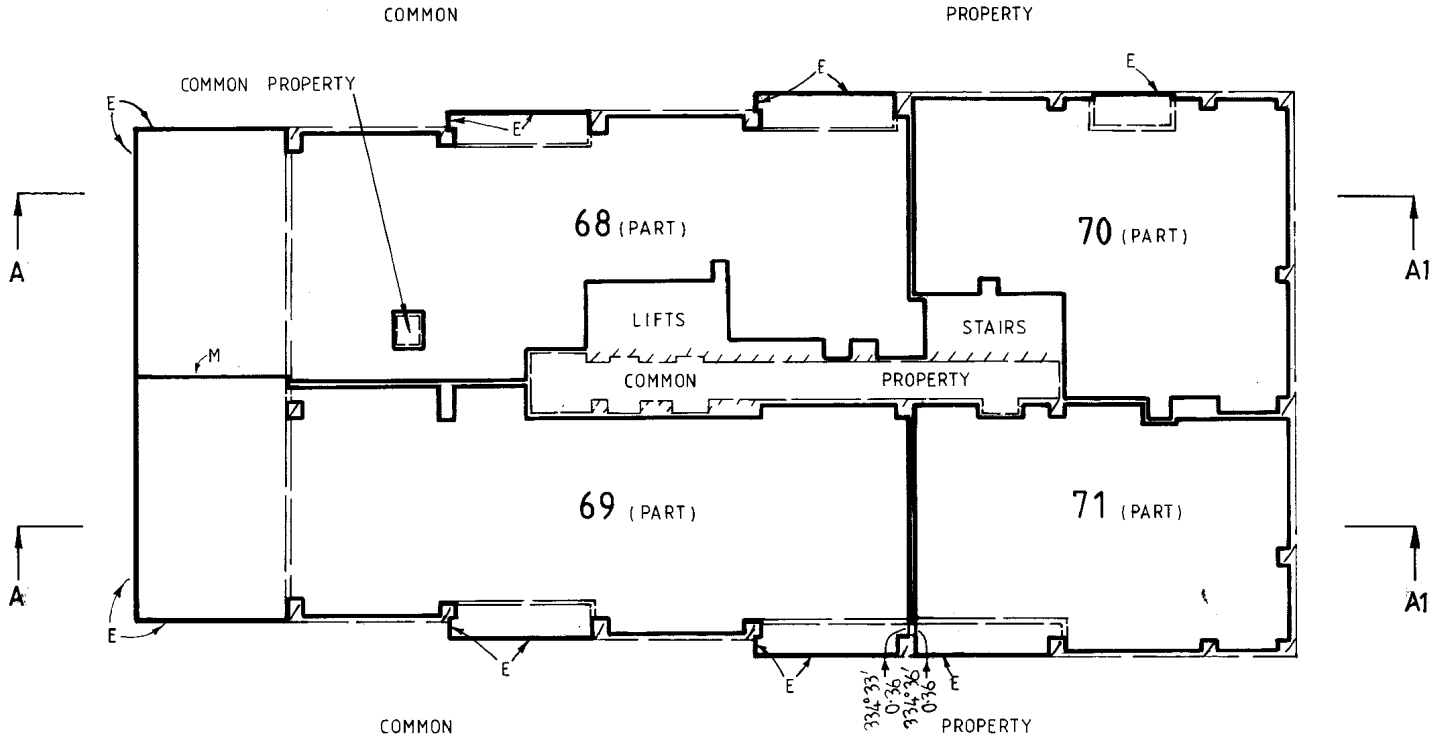
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 335103W

APPROX TRUE NORTH

DIAGRAM 10
NINTH STOREY



SHEET 11 OF 18 SHEETS

breese pitt dixon pty ltd 1 alfred street, hawthorn, vic 3122 ph:818 0301 fax:819 5597	SCALE 2 0 2 4 6 8 LENGTHS ARE IN METRES	ORIGINAL SCALE 1:200 SHEET SIZE A3	LICENSED SURVEYOR GRAEME S GILBERT SIGNATURE ..... DATE 25/7/96 REF: 5271/2 VERSION 3	..... DATE / / COUNCIL DELEGATE SIGNATURE

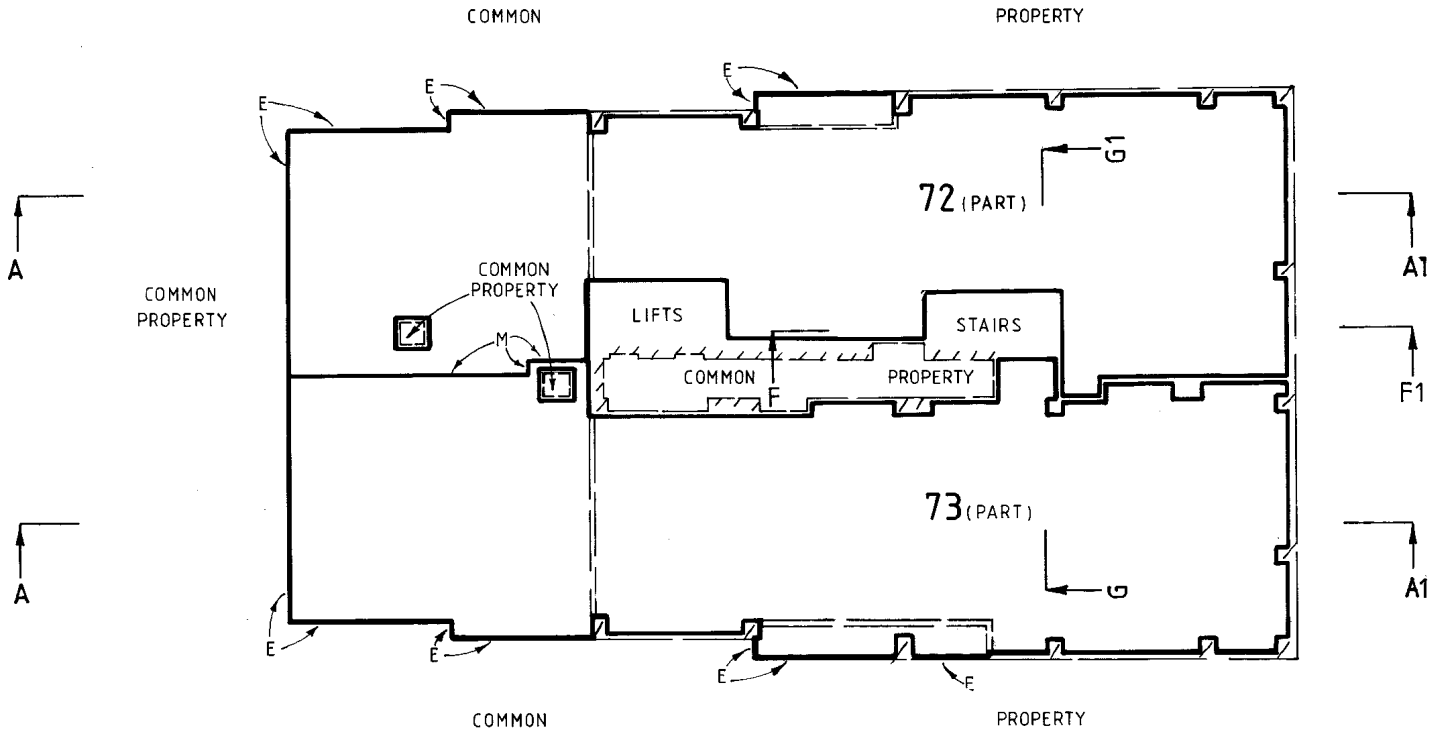
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 335103W

APPROX TRUE NORTH

DIAGRAM 11
TENTH STOREY



SHEET 12 OF 18 SHEETS

breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph:818 0301 fax:819 5597

SCALE
2 0 2 4 6 8
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:200
SHEET SIZE A3

LICENSED SURVEYOR GRAEME S GILBERT
SIGNATURE ..... DATE 25/7/96
REF: 5271/2 VERSION 3

.....
DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

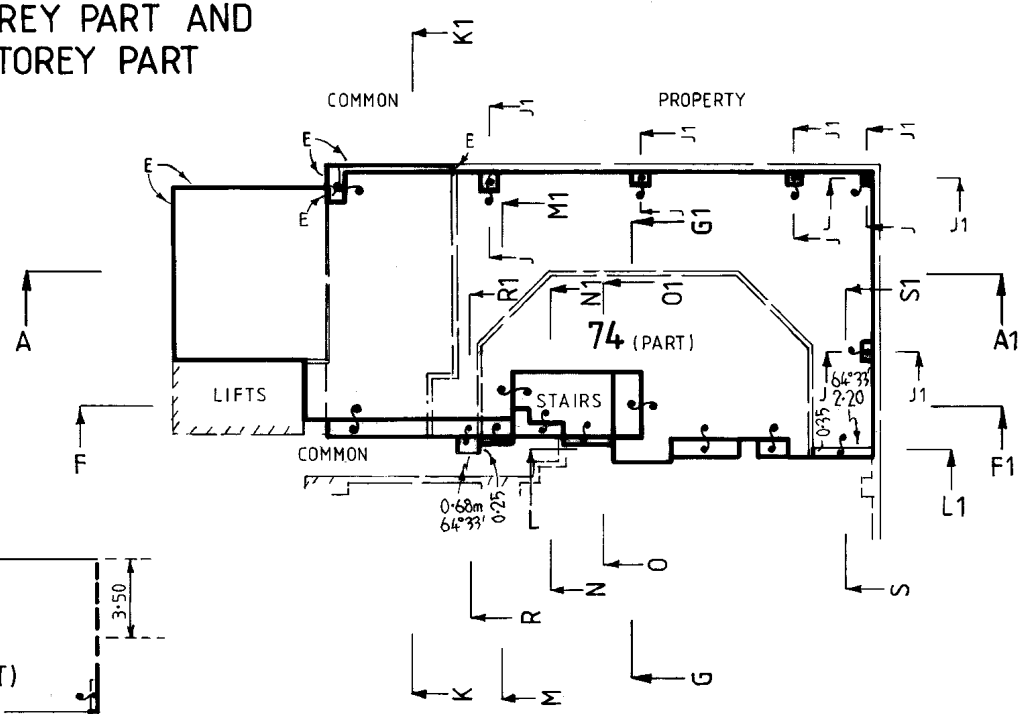
Delivered by LANDATA®, timestamp 04/02/2026 12:55 Page 12 of 19

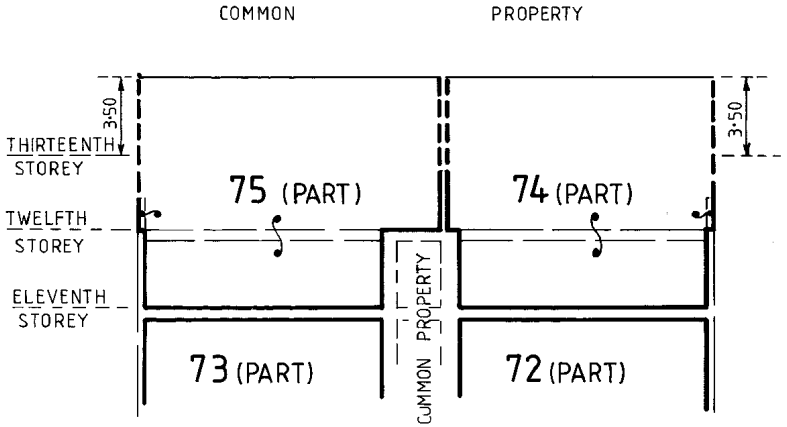
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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 335103W

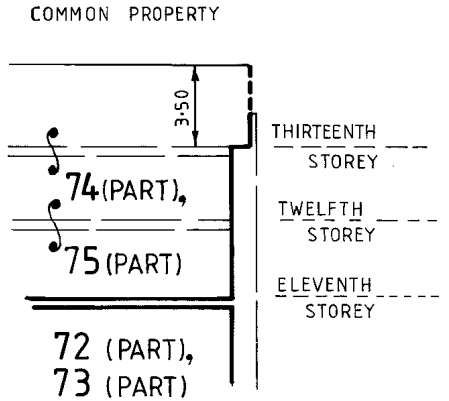
APPROX TRUE NORTH

DIAGRAM 12
ELEVENTH STOREY PART, TWELFTH STOREY PART AND THIRTEENTH STOREY PART





CROSS SECTION K – K1



TYPICAL CROSS SECTION J – J1

SHEET 13 OF 18 SHEETS

breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph:818 0301 fax:819 5597

SCALE
2 0 2 4 6 8
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:200
SHEET SIZE A3

LICENSED SURVEYOR GRAEME S GILBERT
SIGNATURE ..... DATE 25/7/96
REF: 5271/2 VERSION 3

.....
DATE / /
COUNCIL DELEGATE SIGNATURE

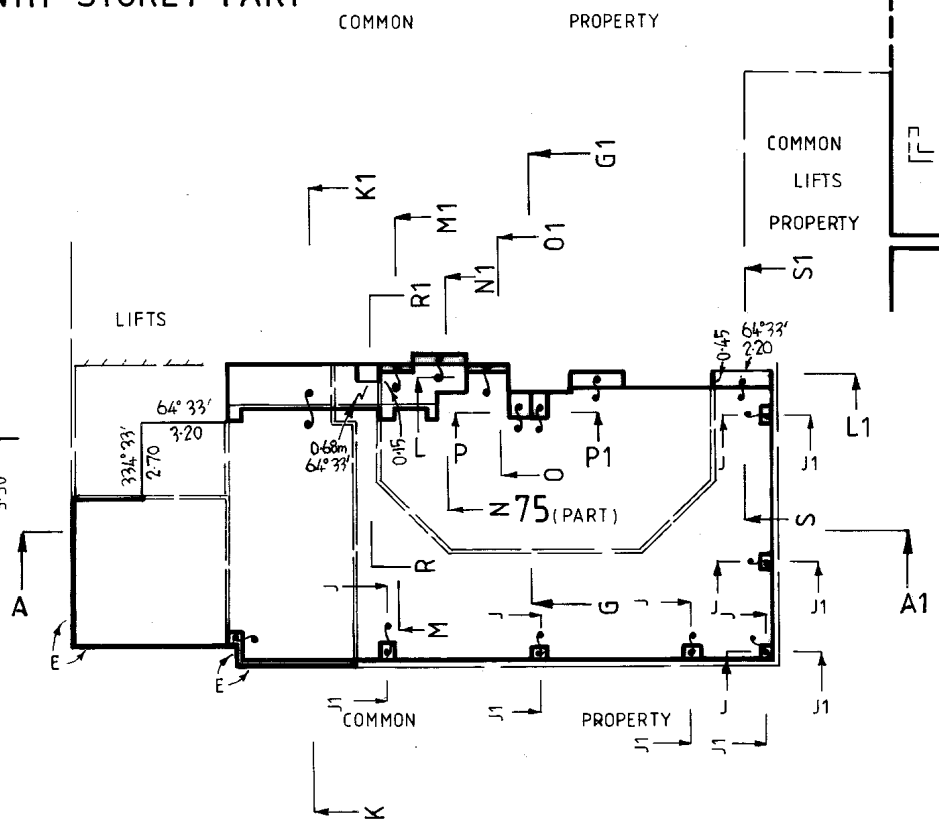
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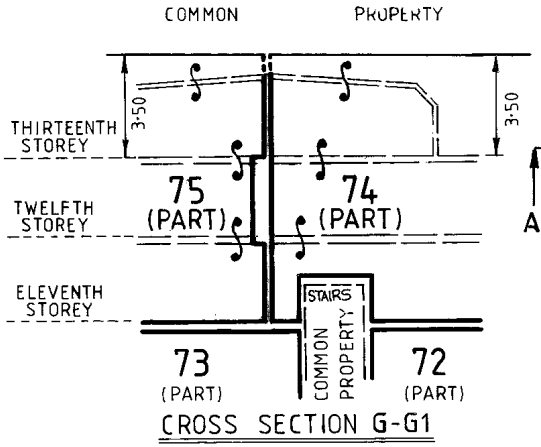
PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 335103W

DIAGRAM 13

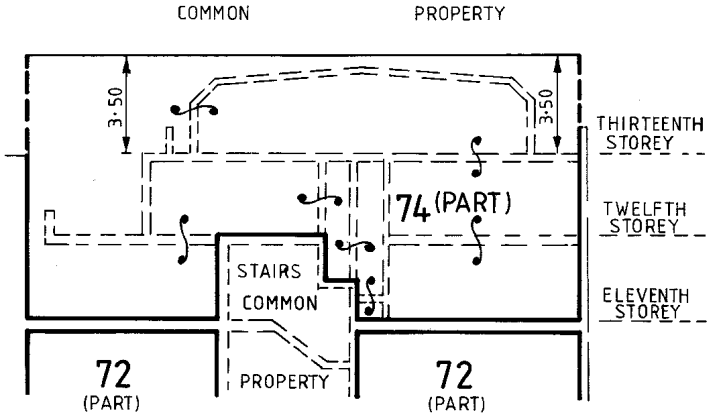
ELEVENTH STOREY PART
TWELFTH STOREY PART AND
THIRTEENTH STOREY PART

APPROX TRUE NORTH

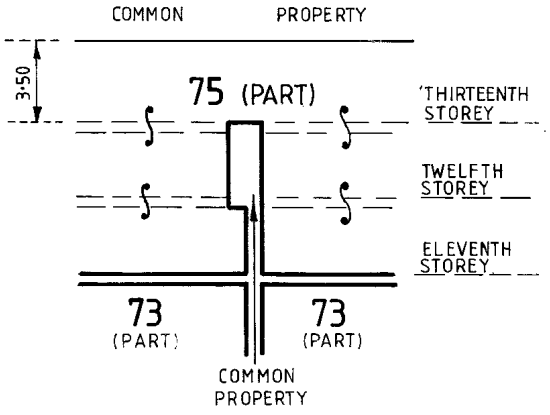




CROSS SECTION G-G1



CROSS SECTION F-F1



CROSS SECTION P-P1

CROSS SECTIONS ARE NOT TO SCALE

SHEET 14 OF 18 SHEETS

breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph:818 0301 fax:819 5597

SCALE
2 0 2 4 6 8
LENGTHS ARE IN METRES

ORIGINAL
SCALE 1:200
SHEET SIZE A3

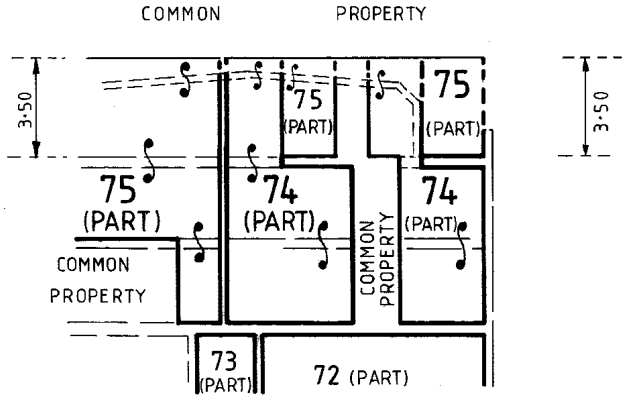
LICENSED SURVEYOR GRAEME S GILBERT
SIGNATURE ..... DATE 25/7/96
REF: 5271/2 VERSION 3

.....
DATE / /
COUNCIL DELEGATE SIGNATURE

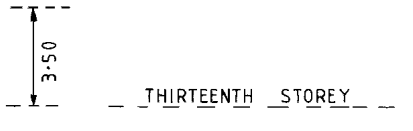
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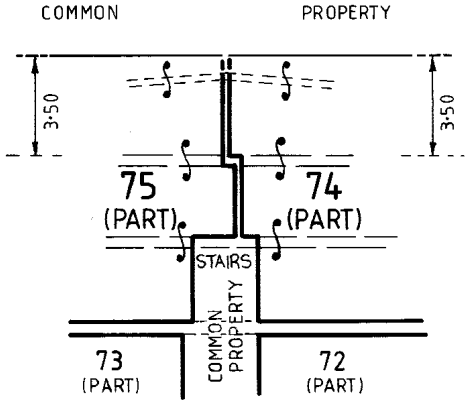
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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER PS 335103W

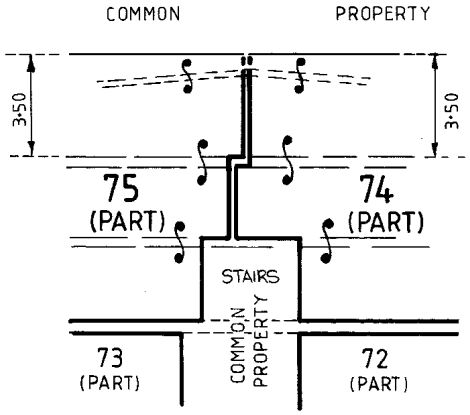


CROSS SECTION L — L1

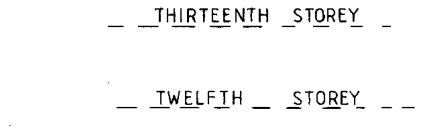


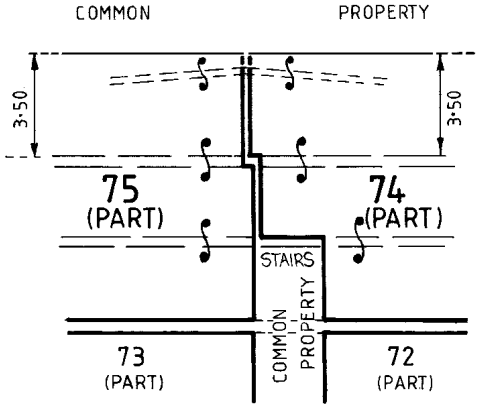


CROSS SECTION M — M1



CROSS SECTION N — N1





CROSS SECTION O — O1

SHEET 15 OF 18 SHEETS

breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph:818 0301 fax:819 5597

CROSS SECTIONS ARE NOT TO SCALE

ORIGINAL
SCALE | SHEET SIZE A3

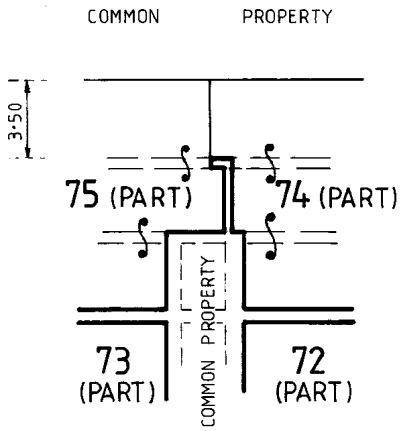
LICENSED SURVEYOR GRAEME S GILBERT
SIGNATURE ..... DATE 25/7/96
REF: 5271/2 VERSION 3

.....
DATE / /
COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

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PLAN OF SUBDIVISION	STAGE No.	PLAN NUMBER
		PS 335103W

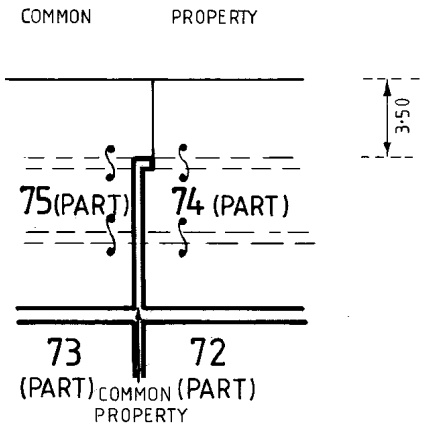


CROSS SECTION R – R1

THIRTEENTH STOREY

TWELFTH STOREY

ELEVENTH STOREY



CROSS SECTION S – S1

SHEET 16 OF 18 SHEETS

breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph:818 0301 fax:819 5597

CROSS SECTIONS ARE NOT TO SCALE

ORIGINAL
SCALE | SHEET SIZE A3

LICENSED SURVEYOR GRAEME S GILBERT

SIGNATURE ..... DATE 25/ 7/96

REF: 5271/2 VERSION 3

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

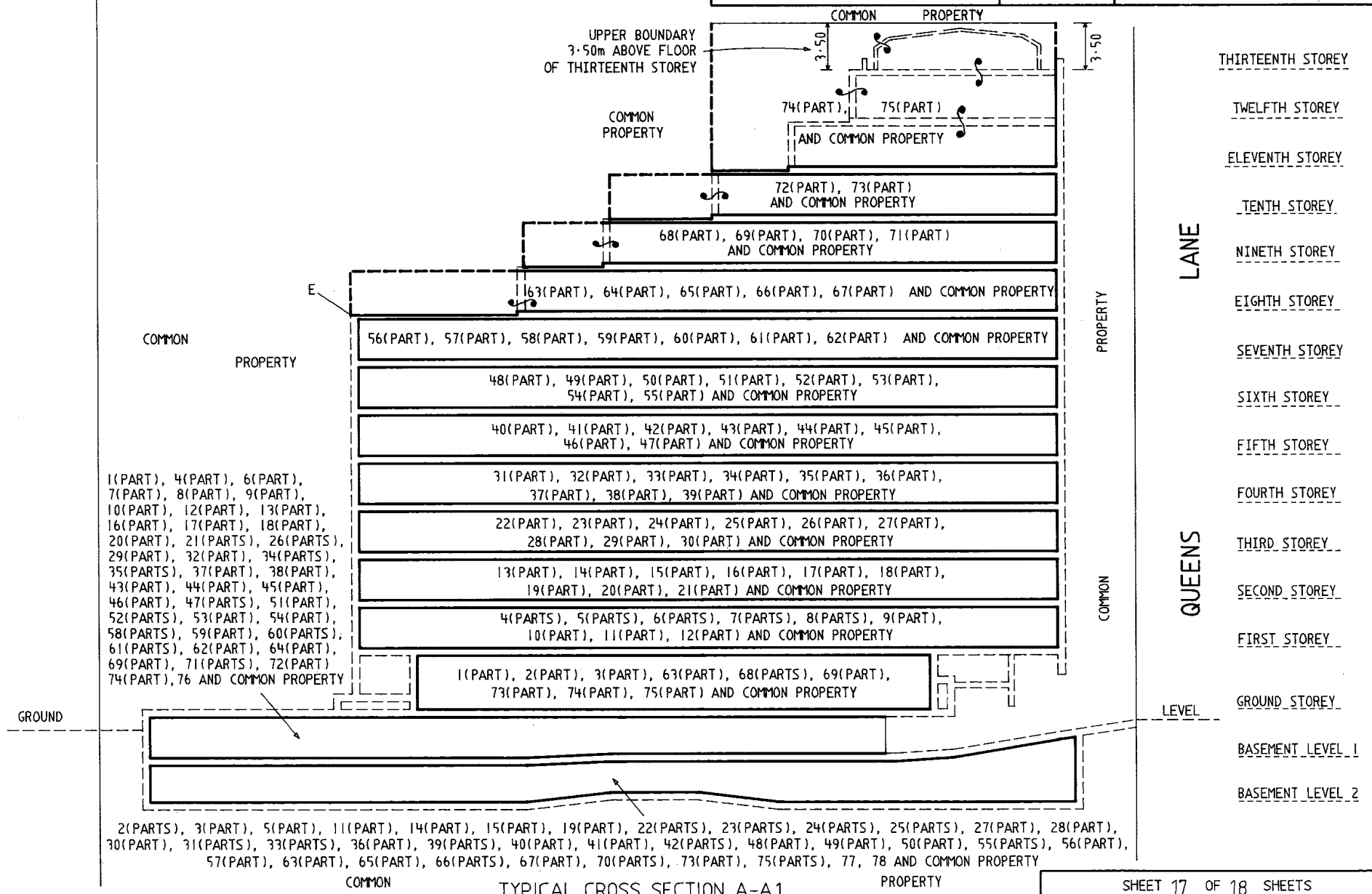
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PLAN OF SUBDIVISION

STAGE No.

PLAN NUMBER PS 335103W



TYPICAL CROSS SECTION A-A1

SHEET 17 OF 18 SHEETS

breese pitt dixon pty ltd
1 alfred street, hawthorn, vic 3122
ph:818 0301 fax:819 5597

CROSS SECTIONS ARE NOT TO SCALE

ORIGINAL

SCALE | SHEET SIZE A3

LICENSED SURVEYOR GRAEME S GILBERT

SIGNATURE ..... DATE 25 / 7 / 96

REF: 5271/2 VERSION 3

.....

DATE / /

COUNCIL DELEGATE SIGNATURE

0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150mm

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FOR CURRENT BODY CORPORATE DETAILS SEE BODY CORPORATE SEARCH REPORT

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

MASTER PLAN (STAGE 1) REGISTERED DATE 31/5/96 TIME 10.31 am

PLAN NUMBER

PS 335103W

LAND	MODIFICATION	DEALING REFERENCE	DATE AND TIME		NEW EDITION NUMBER	SIGNATURE OF ASSISTANT REGISTRAR OF TITLES
			DATE	TIME		
LOT S2	LOT S2	U 355899K	6/9/96	12.10 pm	2	A Dallas
THIS PLAN	SPECIAL RULES RECORDED	V52092M	27/10/97	12-05	3	
THIS PLAN	SPECIAL RULES RECORDED	V473390V	17/6/98	11-55	4	

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Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. PS335103W

The land in PS335103W is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property, Lots 1 - 78.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
LEVEL 1 261 HIGH STREET ASHBURTON VIC 3147

AK936381G 01/03/2014

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
1. V052092M 27/10/1997
2. V473390V 17/06/1998

Additional Owners Corporation Information:
NIL

Notations:
NIL

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

Land Parcel	Entitlement	Liability
Common Property	0	0
Lot 1	496	637
Lot 2	450	637
Lot 3	383	637
Lot 4	550	637
Lot 5	580	637

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

Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION
PLAN NO. PS335103W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	540	637
Lot 7	450	637
Lot 8	350	637
Lot 9	420	637
Lot 10	340	637
Lot 11	370	637
Lot 12	400	637
Lot 13	560	637
Lot 14	590	637
Lot 15	550	637
Lot 16	460	637
Lot 17	356	637
Lot 18	700	637
Lot 19	380	637
Lot 20	410	637
Lot 21	590	637
Lot 22	580	637
Lot 23	610	637
Lot 24	560	637
Lot 25	480	637
Lot 26	364	637
Lot 27	710	637
Lot 28	390	637
Lot 29	420	637
Lot 30	600	637
Lot 31	590	637
Lot 32	620	637
Lot 33	570	637
Lot 34	490	637

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

Department of Transport and Planning

Owners Corporation Search Report

Produced: 04/02/2026 12:54:59 PM

OWNERS CORPORATION
PLAN NO. PS335103W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 35	372	637
Lot 36	720	637
Lot 37	400	637
Lot 38	430	637
Lot 39	610	637
Lot 40	610	637
Lot 41	969	637
Lot 42	590	637
Lot 43	709	637
Lot 44	380	637
Lot 45	855	637
Lot 46	410	637
Lot 47	450	637
Lot 48	640	637
Lot 49	1014	637
Lot 50	610	637
Lot 51	739	637
Lot 52	400	637
Lot 53	882	637
Lot 54	420	637
Lot 55	480	637
Lot 56	1036	637
Lot 57	900	637
Lot 58	488	637
Lot 59	726	637
Lot 60	420	637
Lot 61	500	637
Lot 62	815	637
Lot 63	1000	637

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

Department of Transport and Planning

Owners Corporation Search Report

Produced: 04/02/2026 12:54:59 PM

OWNERS CORPORATION
PLAN NO. PS335103W

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 64	1188	637
Lot 65	508	637
Lot 66	950	637
Lot 67	440	637
Lot 68	1020	623
Lot 69	1246	623
Lot 70	520	623
Lot 71	580	623
Lot 72	1040	623
Lot 73	1280	623
Lot 74	1600	620
Lot 75	1800	619
Lot 76	6	6
Lot 77	6	6
Lot 78	6	6
Total	**47674.00**	**47674.00**

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

Statement End.

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

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 13 February 2026 02:08 PM

PROPERTY DETAILS

Address:	**102/15 QUEENS ROAD MELBOURNE 3004**
Lot and Plan Number:	**Lot 5 PS335103**
Standard Parcel Identifier (SPI):	**5\PS335103**
Local Government Area (Council):	**PORT PHILLIP** www.portphillip.vic.gov.au
Council Property Number:	**171408**
Planning Scheme:	**Port Phillip** Planning Scheme - Port Phillip
Directory Reference:	**Melway 2K K5**

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**PRAHRAN**

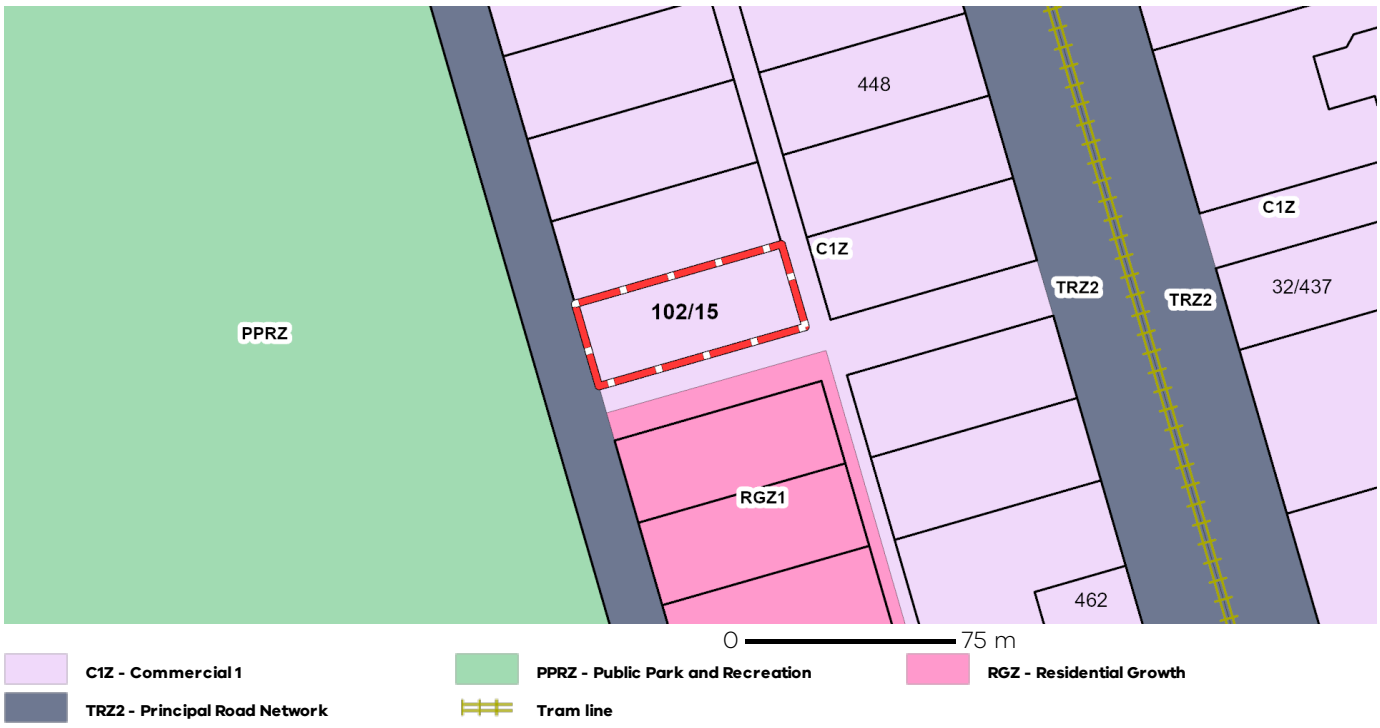
OTHER

Registered Aboriginal Party:	**Bunurong Land Council Aboriginal Corporation**
Fire Authority:	**Fire Rescue Victoria**

View location in VicPlan

Planning Zones

COMMERCIAL 1 ZONE (C1Z) (PORT PHILLIP)
SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z) (PORT PHILLIP)



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

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

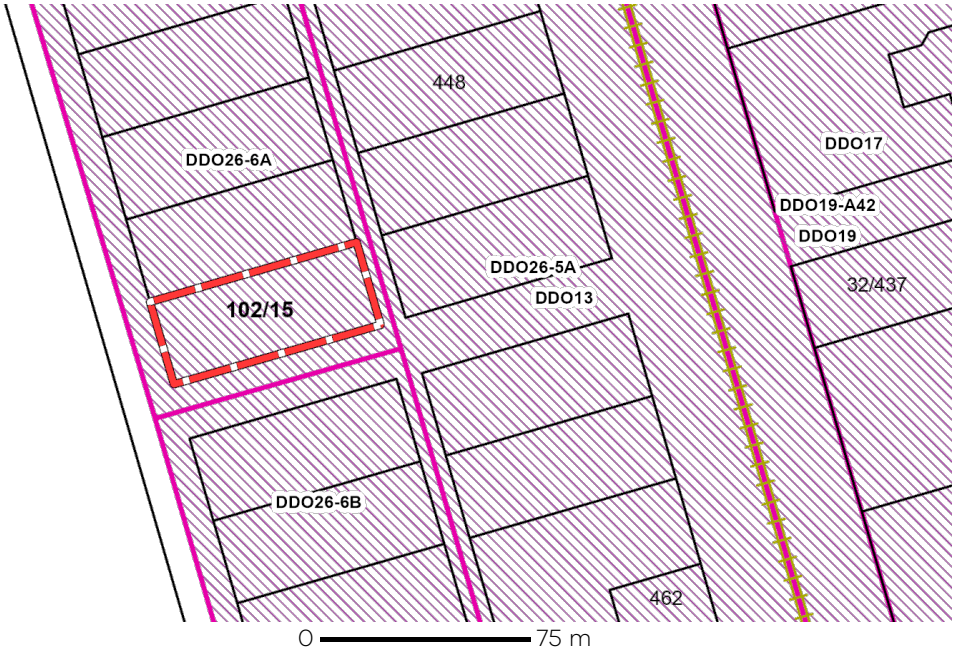
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DESIGN AND DEVELOPMENT OVERLAY (DDO) (PORT PHILLIP)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 26-6A (DDO26-6A) (PORT PHILLIP)

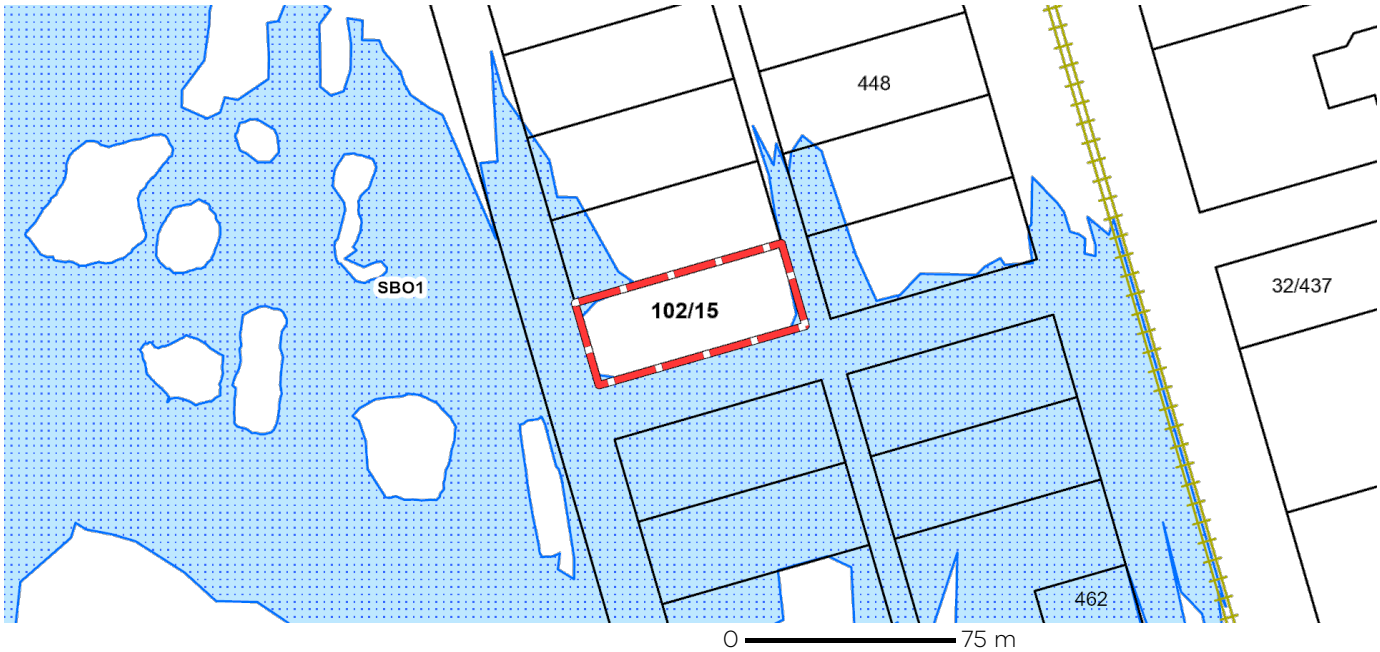


DDO - Design and Development Overlay **Tram line**

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

SPECIAL BUILDING OVERLAY (SBO) (PORT PHILLIP)

SPECIAL BUILDING OVERLAY - SCHEDULE 1 (SBO1) (PORT PHILLIP)



SBO - Special Building Overlay **Tram line**

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

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PLANNING PROPERTY REPORT

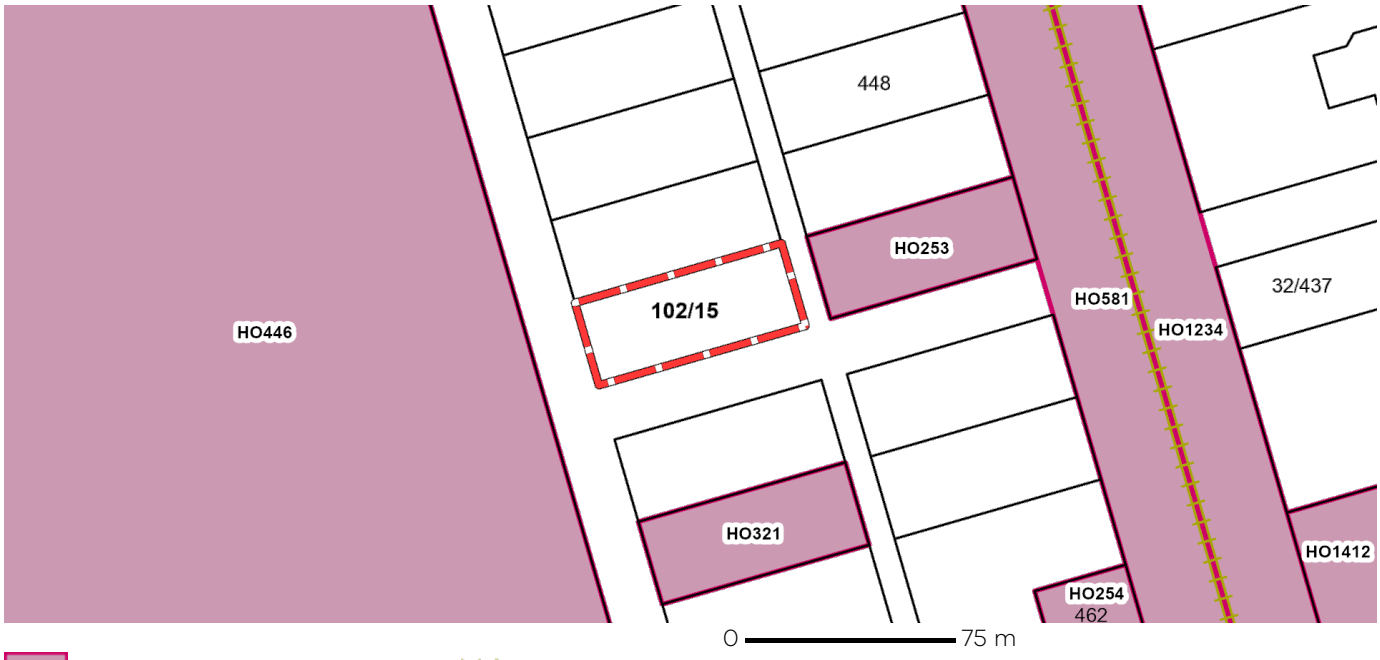
Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO) (PORT PHILLIP)

HERITAGE OVERLAY (HO) (MELBOURNE)



HO - Heritage Overlay Tram line

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

Further Planning Information

Planning scheme data last updated on 13 February 2026.

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

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

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

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

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

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PLANNING PROPERTY REPORT

Department of Transport and Planning

Designated Bushfire Prone Areas

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

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

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



Designated Bushfire Prone Areas **Tram line**

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)

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PROPERTY REPORT

Energy, Environment and Climate Action

Created at 13 February 2026 02:08 PM

PROPERTY DETAILS

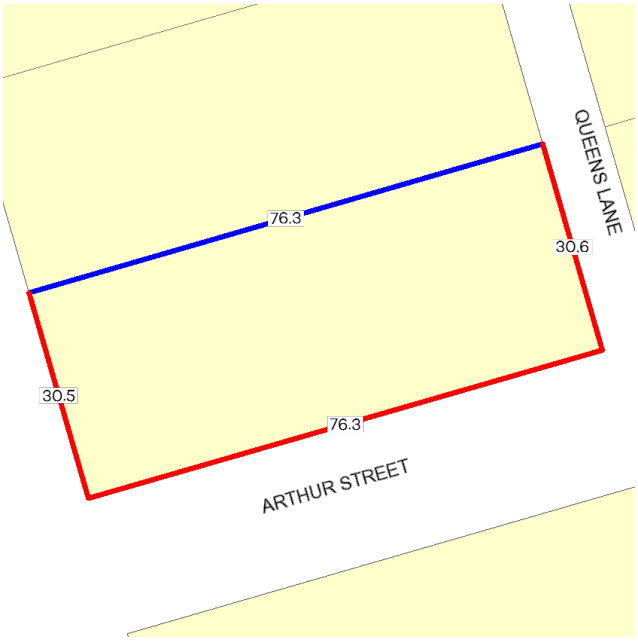
Address:	**102/15 QUEENS ROAD MELBOURNE 3004**
Lot and Plan Number:	**Lot 5 PS335103**
Standard Parcel Identifier (SPI):	**5\PS335103**
Local Government Area (Council):	**PORT PHILLIP**
Council Property Number:	**171408**
Directory Reference:	**Melway 2K K5**

www.portphillip.vic.gov.au

Note: There are 76 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 2330 sq. m
Perimeter: 214 m
For this property:
Site boundaries
Road frontages

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

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

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

UTILITIES

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

STATE ELECTORATES

Legislative Council:	**SOUTHERN METROPOLITAN**
Legislative Assembly:	**PRAHRAN**

PLANNING INFORMATION

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

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

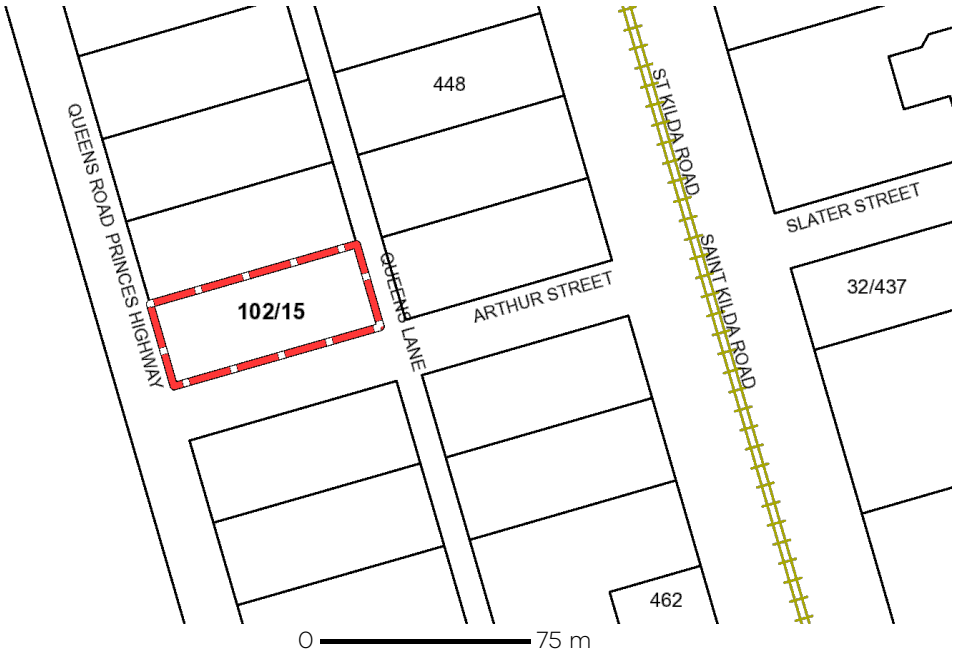
Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

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PROPERTY REPORT

Energy, Environment and Climate Action

Area Map



Selected Property

Tram line

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OS

Rates and charges 2025-26

2nd Instalment notice

Want to go paperless?

Sign up today: portphillip.enotices.com.au

3A6C2102EZ

eNotices

CITY OF PORT PHILLIP

ABN 21 762 977 945

C C Ngan

Property details

102/15 QUEENS ROAD MELBOURNE VIC 3004

Legal description	Lot 5 PS335103W V10283 F386
Owner/ Ratepayer	Cheng Ching Ngan

Site value	$190,000	Capital improved value	$600,000	Net annual value	$30,000
Level of value date	01/01/2025	Effective date	01/07/2025	Ward	LAKESIDE

Any payments made on or after 21 October 2025 may not be reflected on this notice

Assessment number	**171408**
Date of issue	**31/10/2025**

TAX INVOICE (no GST included)

Paying your rates

Instalment due

$365.00

Due date **30 NOV 2025**

Municipal Rates Concessions

If you have been approved by Council to receive the Municipal Rates Concessions, these rebates have been applied and reflected in the balance payable on this notice. Please refer to your 2025/26 rates, charges and valuation notice to see the full rebates granted to period ending 30 June 2026.

Interest charges may apply on late payment

See back of notice for more details.

Have you got a question or having difficulty paying your rates?

Please contact us immediately to discuss payment options or submit an application under hardship provisions.

Ask a question or make a request online

ASSIST 03 9209 6777

portphillip.vic.gov.au

Scan the QR code

National Relay Service

If your hearing or speech is impaired use the National Relay Service.

TTY users 133 677, Speak & Listen users 1300 555 727 then ask for 03 9209 6777.

What are your payment options?

IMPORTANT! No spaces when entering payment reference numbers

Assessment number	Property address	Due date	Amount due
171408	102/15 QUEENS ROAD MELBOURNE VIC 3004	30 NOV 2025	**$365.00**

BPAY®

Biller Code: 356899
Ref: 2025 8741 1714 084

Telephone & Internet Banking – BPAY®
Contact your bank or financial institution to make this payment from your cheque, savings, debit, credit card or transaction account.
More info: www.bpay.com.au
® Registered to BPAY Pty Ltd ABN 69 079 137 518

ONLINE

portphillip.vic.gov.au/pay-rates

Ref: 2025 8741 1714 084

View your account and pay by credit card or request to pay by direct debit.

PHONE

BPOINT

Biller Code: 356899
Ref: 2025 8741 1714 084

1300 276 468

IN PERSON

Post Billpay

Pay by cash, cheque, eftpos or credit card in person at any Post Office.

*3178 202587411714084

Payments made by card (excluding BPAY) will incur a surcharge to recover merchant fees charged to Council. To view current surcharges please refer to **portphillip.vic.gov.au/card-fees**. Council will not be held responsible for transactions made to incorrect Biller Codes or Reference Numbers.

Emergency Services and Volunteers Fund (ESVF)

The Emergency Services and Volunteers Fund (ESVF) replaces the Fire Services Property Levy from 1 July 2025.

This new levy will be collected by council and included in the rates notices.

This is a State Government tax / charge, NOT a council-imposed fee.

For 2025/26, it is estimated that this levy will raise for the Victorian Government approximately $37.7 million from ratepayers in our municipality, a sharp 57 per cent increase from $24 million in 2024/25.

Key changes in the ESVF for 2025/26 include:

- Fixed component of the ESVF to increase by 3 per cent depending on property type
- Variable component of the ESVF to increase by 64 per cent for industrial properties and 100 per cent for residential and commercial properties
- Most residential properties will increase by $50 to $150 depending on property value, which is significantly higher than the 3 per cent rates cap increase.

ESVF support line: 1300 819 033
sro.vic.gov.au/esvf (General enquiries)
service.vic.gov.au/evrs (Volunteers rebate enquiries)

Change of address

The property owner must notify Council in writing of any change of postal and residential address.

portphillip.vic.gov.au/update-your-details

Postal delays

Council will not be held responsible for delays in the postal service. Where a due date falls on a public holiday or weekend, the due date shall be the next working day.

Penalties for late payments

Amounts not paid by the due dates on this notice may be charged interest, currently 10 per cent per annum (subject to legislative change), from the due date of each overdue instalment (unless an agreement is in place).

All payments will be allocated as follows:

1 Legal Costs Owing (if any)
2 Arrears Interest Owing (if any)
3 Arrears Owing (if any)
4 Current Owing.

Waste charges

- Default Waste Charge for all rateable properties $230.30
- Kerbside Food Organic Garden Organic Collection Charge for properties with this service $77
- Annual Garbage Charge for non-rateables using Council waste collection service $500 (additional charges may apply where multiple bins are requested)
- 240-litre waste bin surcharge $290
- Additional 120-litre waste bin charge $290.

Rebates

- 80-litre waste bin rebate to encourage reducing waste output $82
- Private waste collection rebate (residential properties) $89.

Are you a pensioner?

Council offers rates assistance for pensioners of $230 (maximum) in addition to a $266 (maximum) Victorian Government rebate and $50 fixed rebate for the Emergency Services Volunteer Fund. Eligible cards: Centrelink Pensioner Concession Cards and Department of Veterans' Affairs Gold Card (War Widow or TPI). **Health Care and Seniors Cards are not eligible**.

Privacy The City of Port Phillip collects the personal information contained in this form for the purposes of carrying out its functions under the Local Government Act 2020. The personal information is used by Council to facilitate the delivery of Council services including Rates, Valuations, Planning and the production of a Voters Roll for Council Elections. This information will not be disclosed except as required by law.

South East Water

Payments (Visa/MasterCard) & account balances:
southeastwater.com.au or call 1300 659 658
Account enquiries:
southeastwater.com.au/enquiries or call 1300 310 118
Mon-Fri 8am to 6pm
Faults and emergencies (24/7):
live.southeastwater.com.au or call 132 812
Interpreter service:
For all languages 9209 0130
TTY users 133 677 (ask for 131 851)

CHENG CHING NGAN

Account number: 3226807
Date due: 08 October 2025

Last bill	Payments received	Balance	Current charges	Total due
$172.90	− $172.90cr =	$0.00	+ $176.05	$176.05

Your account breakdown

Issue date	22 September 2025
Property	Unit 102 15 Queens Road MELBOURNE VIC 3004
Property reference	08A//03336/700
Group account number	2934271
Last bill	$172.90
Payment received	$172.90cr
Balance brought forward	$0.00
Our charges (no GST)	$122.38
Other authorities' charges (no GST)	$53.70
Total due	**$176.05**

Important note:
Prices have changed as of 1 July 2025. See what your bill pays for at southeastwater.com.au/2526prices

Your snapshot

Average daily cost $1.34

Payment options

DD **Direct debit**
Set up payments at **southeastwater.com.au/paymybill**

BPAY® (Up to $20,000)
Biller code: 24208 Ref: 1000 3226 8000 005

Credit card
Pay by Visa or MasterCard at **southeastwater.com.au/paymybill** or call 1300 659 658.

eft **EFT (Electronic Funds Transfer)**
BSB: **033-874** Account number: **3226807**
Account name: **South East Water Corporation**

Post Billpay **Post Billpay**
BillpayCode: 0361 Ref: **1000 3226 8000 005**
Call 131 816 Visit: postbillpay.com.au
Or visit an Australia Post store.

Services Australia **Centrepay**
Go to **servicesaustralia.gov.au/centrepay** for more information.
Reference number: **555 050 397J**

Property ref: 08A//03336/700
UNIT 102 15 QUEENS ROAD
MELBOURNE VIC 3004

*361 100032268000005

PN08A

Total due: $176.05
Account number: 3226807
Date paid:
Receipt number:

+00000003226807> +009124+ <0000000000> <0000017605> +444+

Our charges

Service charges

For period 01/07/25 to 30/09/25	
Water service charge	$21.97
Sewerage service charge	$100.41
Total service charges	**$122.38**
Our charges	**$122.38**

Other authorities' charges

	Charge
Parks 01/07/25 to 30/09/25	$22.45
Waterways and Drainage charge 01/07/25 to 30/09/25	$31.25
Total other authorities	**$53.70**
Total current charges	**$176.05**

Our charges explained

Our charges cover the costs involved with delivering clean, safe water and safely removing and treating sewage for 1.8 million Melburnians. For more details, see **southeastwater.com.au/charges2025**

Other authorities' charges

Waterways and drainage charge

We collect this charge on behalf of Melbourne Water to help protect our rivers and creeks and improve drainage and flood management. For details, see **melbournewater.com.au**. The charge is for **01/07/25 to 30/09/25**.

Parks charge

We collect this charge quarterly on behalf of the Department of Energy, Environment and Climate Action (DEECA). Funds raised go towards the management and maintenance of parks, gardens, trails, waterways, and zoos. For more details about this charge, see **www.parks.vic.gov.au/about-us/parks-charge**. The charge is for **01/07/25 to 30/09/25**.

Additional information

Payment assistance

We have a range of payment solutions to help manage your bill. From payment plans to government assistance or more time to pay, find a solution to suit you at **southeastwater.com.au/paymentsupport**

Our customer charter

We have a customer charter, which outlines your rights and responsibilities as a customer of South East Water. View the charter at **southeastwater.com.au/customer-charter.** For a printed copy of the Charter, email support@sew.com.au and we will send out a copy.

Helping you take care of your water bill.

We have a range of flexible support options to help you.

See **southeastwater.com.au/extrasupport**



South East Water Corporation
ABN 89 066 902 547
101 Wells Street Frankston VIC 3199
PO Box 2268 Seaford VIC 3198 Australia

13/02/2026

Plan of Subdivision No: 335103W - The Royal Albert OC1

The Royal
Albert
Lot No: 5
Lot Street No: 15
Queens Road, Melbourne

Please find attached Owners Corporation Certificate/s, as requested, in respect of the above-mentioned property.

When settlement has taken place, could you please record new owner details on the attached information sheet, and return to our office along with the Notice of Acquisition/Disposition so we may amend our records accordingly.

It is advised that you contact MICM Property at least two (2) working days prior to settlement to confirm current fee status. This updated information is provided free of charge to the original requester, provided that the enquiry is within three (3) months of the original Owners Corporation Certificate date of issue.

Please contact the Owners Corporation via email on ownerscorp@micm.com.au for an update prior to settlement, or regarding any related queries.

Regards

MICM

Attachments:
Model Rules
Additional Rules of the Owners Corporation
Statement of Advice and Information for Prospective Purchasers and Lot Owners – Schedule 3
Minutes from last Annual General Meeting
Contracts, leases, licences or agreements
Other Building related documents

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 and Reg 16 Owners Corporations Regulations 2018

OC Number	335103W - The Royal Albert OC1
Property	The Royal Albert 5/15 Queens Road Melbourne
Vendor	Mr Cheng Ching Ngan
Vendors Representative	MELBOURNE HOME TRANSFER PTY LTD
Reference	REQ-15067-D7F1P

This certificate is issued for lot 5, 335103W - The Royal Albert OC1

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **13/02/2026**. You should obtain an update over the phone immediately prior to settlement.

a) The present fees for the above Lot are $7,285.42 per annum for the year commencing 01/04/2025 paid Quarterly (The annual contribution fee is subject to change depending on the budget set for the year.)

Due Date	Amount	Details
01/04/2025	$2,428.47	Standard Fee The Royal Albert OC 1 From: 01/04/2025 To: 30/06/2025 The Royal Albert OC 1
01/04/2025	-$60.39	Special Rule - Decrease The Royal Albert OC 1 From: 01/04/2025 To: 30/06/2025 The Royal Albert OC 1
01/07/2025	$2,428.47	Standard Fee The Royal Albert OC 1 From: 01/07/2025 To: 30/09/2025 The Royal Albert OC 1
01/07/2025	-$60.39	Special Rule - Decrease The Royal Albert OC 1 From: 01/07/2025 To: 30/09/2025 The Royal Albert OC 1
01/10/2025	$2,428.47	Standard Fee The Royal Albert OC 1 From: 01/10/2025 To: 31/12/2025 The Royal Albert OC 1
01/10/2025	-$60.39	Special Rule - Decrease The Royal Albert OC 1 From: 01/10/2025 To: 31/12/2025 The Royal Albert OC 1
01/01/2026	$2,428.48	Standard Fee The Royal Albert OC 1 From: 01/01/2026 To: 31/03/2026 The Royal Albert OC 1
01/01/2026	-$60.39	Special Rule - Decrease The Royal Albert OC 1 From: 01/01/2026 To: 31/03/2026 The Royal Albert OC 1

b) The fees are paid up until 30/09/2025. If settlement should occur on or after any due date the next fee instalment will also be due and payable

c) Unpaid fees and levies presently total **$16,085.57** plus penalty interest of **$403.95**

d) If applicable, the following special fees or levies have been raised and are payable on the dates indicated below-

Due Date	Amount	Details
29/09/2025	$1,708.04	Special Levy for Carpark Structure Works - Instalment 6/10 The Royal Albert OC1
13/10/2025	$55.00	Charge for final notice dated 13/10/2025 The Royal Albert OC1
29/10/2025	$3,300.81	Special Levy for Carpark Structure Works - Instalment 7/10 The Royal Albert OC1
01/12/2025	$3,271.81	Special Levy for Carpark Structure Works - Instalment 8/10 The Royal Albert OC1
29/12/2025	$3,247.21	Special Levy for Carpark Structure Works - Instalment 9/10 The Royal Albert OC1
13/01/2026	$55.00	Charge for final notice dated 13/01/2026 The Royal Albert OC1
28/02/2026	$3,206.80	Special Levy for Carpark Structure Works - Instalment 10/10 The Royal Albert OC1

e) Are there any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees? (if applicable, see attached)

Yes - Repairs to the common pool and concrete slab under the pool are being conducted within the next 12 months. Special Levies of $2,400,000 over 10 monthly instalments based on lot liability has been issued for these works and there may be additional levies required for unforeseen circumstances. In addition, it was resolved in the 12/02/2025 Extraordinary General meeting for the Owners Corporation to enter into a strata loan for the amount of $650,000 to assist with cashflow to fund the Carpark Structural Integrity and pool rehabilitation works.

f) The Owners Corporation has the following insurance cover - See Certificate of Currency attached.

Please see Certificate/s of Currency attached.

g) The Owners Corporation has not resolved that members may arrange their own insurance under Section 63 of the Act.

No

h) The total funds held by the owners corporation as at **13/02/2026.**

Administrative Fund	Maintenance Fund	Total
$171,010.86	$2,483,323.05	$2,654,333.91

i) If the Owners Corporation has additional liabilities that are not covered by annual fees, special levies and repairs and maintenance as set out above, see below if applicable.
Not applicable

j) The Owners Corporation has granted contracts, leases, licences or agreements affecting the common property as follows.
See attached

k) Has the Owners Corporation made agreements to provide services to members and occupiers for a fee? (if applicable, see attached).
No

l) Are there any notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied?(if applicable, see attached)
No

m) Is the Owners Corporation party to any proceedings or aware of any notices or orders which may give rise to proceedings? (if applicable, see attached)
No - The owners corporation is not aware of any notices which may give rise to proceedings.

n) The Owners Corporation has resolved to appoint MICM as manager
Yes

o) Has a proposal been made for the appointment of an administrator?, see below if applicable.
No administrator has been appointed.

p) Other information:
Terrace lots at Royal Albert are charged additional levies not per their Units of Liability. Non-terrace lots are charged reduced levies not per their Units of Liability. It was resolved at recent Extraordinary General Meeting to raise $2.4 Million in order to cover the carpark structural works. Owners can pay the amount in full or over x 10 monthly instalments. The special levy will be issued 1 April 2025 and will have a due date of 29 April 2025. For owners paying in full this will be first and last notice. For those paying instalments this will be the 1 instalment. Instalments will be issued on the 1 of each month until all 10 instalments are completed.

q) The minutes of the most recent Annual General Meeting of the Owners Corporation
Please see attached the most recent Annual General meeting minutes.

Further information on prescribed matters can be obtained by inspection of the owners corporation register.
An applicable fee to provide this service will apply.

IMPORTANT

1. **Information contained in this certificate is correct to the best of our knowledge at the date of issue.**
2. **This information is subject to change without notice.**
3. **It may be prudent to obtain a verbal update prior to settlement of the property. An update will be provided at no cost if requested within 90 days of the issue date. Once that 90 day period has lapsed an application must be made for a new certificate.**
4. **No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.**

The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.

Date of Issue:

13/02/2026

You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Prepared By:

Jonathan Cohen
178 City Road, Southbank VIC 3006

Owners Corporations Regulations 2018
SCHEDULE 3

Owners Corporations Regulations 2018 Reg. 17

STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

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. When purchasing a lot that is part of an owners corporation, buyers automatically become members of the owners corporation. If you buy into an owners corporation, you will be purchasing not only the individual property, but also ownership of, and the right to use, the common property as set out in the plan of subdivision. This common property may include driveways, stairs, paths, passages, lifts, lobbies, common garden areas and other facilities set up for use by owners and occupiers. In order to identify the boundary between the individual lot you are purchasing (for which the owner is solely responsible) and the common property (for which all members of the owners corporation are responsible), you should closely inspect the plan of subdivision.

How are decisions made by an owners corporation?
As an owner, you will be required to make financial contributions to the owners corporation, in particular for the repair, maintenance and management of the common property. Decisions as to the management of this common property will be the subject of collective decision making. Decisions as to these financial contributions, which may involve significant expenditure, will be decided by a vote.

Owners corporation rules
The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability
The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.
Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information
If you are interested in finding out more about living in an owners corporation, you can contact Consumer Affairs Victoria. If you require further information about the particular owners corporation you are buying into you can inspect that owners corporation's information register.

Management of an owners corporation.
An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manger, 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.

RULES FOR OWNERS CORPORATION OF ROYAL ALBERT APARTMENTS IS QUEENS ROAD MELBOURNE

SECTION 1 - INTERPRETATION

1. In these Rules, the following words have the following meanings: "Act" means the Subdivision Act 1988 (as amended)

"Owners Corporation" means Owners Corporation Number 335103W

"Building" means the building situated at 15 Queens Road, Melbourne and known as "The Royal Albert"

"Building Manager" means the person, firm or company appointed by the Owners Corporation to manage the Building pursuant to the relevant provisions of these Rules;

"Common Facility" means the gymnasium, swimming pool, sauna, change rooms, recreation rooms, outdoor areas.

"Common Property" means the common property on Plan of Subdivision No.335103W ("the Plan") being the land hatched on the copy of the Plan and being more particularly all parts of the Development not being a unit or accessory unit;

"Development" means the whole of the land comprised in the Plan and all improvements thereon situated and known as "The Royal Albert Apartments" at 15 Queens Road, Melbourne;

"Lift" means the lifts servicing the Development;

"Lots" mean the lots on the Plan including a Member's Units and Accessory Units;

"Members" means the Members of the Body Corporate being the owners of the Lots;

"Members Families, Agents, Employees and Occupiers" means:

(a) the employees of Members;
(b) the families of Members;
(c) the agents, contractors, and sub-contractors of Members;
(d) invitees and visitors of Members; and
(e) tenants, licensees and occupiers of Lots;

"Outgoings" shall include (but not necessarily be limited to) all rates, charges, taxes and impositions(other than those levied directly against the Member's Lot), insurances of the Buildings and improvements(including but not limited to public risk and reinstatement), cleaning, gas and electricity, fire protection, maintenance of lifts, repairs and maintenance, security, bank fees, and associated government charges, garden maintenance, air conditioning of Common Property and like expenses associated with the maintenance and operation of the Common Property.

"Regulations" means the Subdivision (Owners Corporation) Regulations 1989 (as amended);

Words in the singular include the plural and vice versa, and words in one gender include the other genders.

SECTION 2 - RULES

2. A Member must not and must ensure that the Member's Families, Agents, Employees and Occupiers of a Member's Lot do not-

(a) use the Common Property or permit the Common Property, or use or permit the Lots or to be used in such a manner as to unreasonably interfere with or prevent its use by other Members, the occupants of Lots, their families, employees, invitees, visitors, or any other person lawfully upon the Common Property;

(b) use the Common Property or permit the Common Property, or use any Lot or permit any Lot to be used for other than residential purposes, or for any purpose which may be illegal or injurious to the reputation or appearance of the Development including as a massage parlour, brothel or similar purpose, or in a manner which may constitute a nuisance or hazard to any other Member of any Lot or their Families, Agents, Employees and Occupants or any other person lawfully in or upon a Lot or the Common Property;

(c) use the Common Property or permit the Common Property, or use any Lot or permit any Lot to be used as a serviced apartment;

(d) cover or obstruct windows, air vents, air-conditioning ducts, lights, skylights or emergency exits in, or any other part of, the Common Property or use the Common Property for any purpose except ingress to or egress from

(e) the Lots;

(f) alter, deface or damage the Common Property;

(g) enter, or facilitate any person to enter, any plant room, machinery or equipment area or any electricity, water or sewerage service area in the Development without the consent of the Body Corporate;

conduct or permit to be conducted any sale or auction in or upon a Lot and display any for sale, for lease, auction or similar sign:

(a) on any part of the Common Property; or

(b) in or upon the Member's Lot;

without the prior written consent of the Owners Corporation.

(h) do any act or thing which affects the working of the air-conditioning, electricity, gas or water in the Building and on Col11ID.on Property (including, without limitation, altering any thermostat or other control in the Building, the Common Property or in the Lots), or which causes unreasonable interference to television or radio reception at the Development;

(i) park or leave a vehicle in the Common Property

(i) so as to obstruct a driveway or entrance to a Lot; or

(ii) in any place specified for use by a Member or Occupier;

(j) use any Lot or the Common Property in a noisy, noxious, immoral or offensive manner or in a manner which disturbs the quiet enjoyment of Members of any Lot or their Families, Agents, Employees and Occupants or any other person lawfully in or upon a Lot or the Common Property;

(k) make or permit to be made noise from music or machinery which may be heard outside the Members' Lot between the hours of II p.m. and 8 a.m. on any day of the year;

(l) keep any animal on a Lot or the Common Property or Common Facilities;

(m) store or keep waste or garbage other than in proper, tightly secured receptacles in an area specified for such purpose by the Body Corporate or within the Member's Lot or as otherwise directed by the Owners Corporation;

(n) allow any garden, balcony or open land forming part of the Lot to become unkempt, overgrown or unsightly;

(o) without the express written consent of the Owners Corporation (which the Owners Corporation may withhold in its absolute discretion) erect or display, or permit to remain erected or displayed, any sign, device, fitting, furnishing or object which may be seen from outside the Member's Lot and which is incongruous or unsightly or detracts from the external appearance of the Building or fails to comply with all laws, and in particular the following matters relating to signage are prohibited;

(i) The use of any neon signs other than those which have the express written approval of the Owners Corporation (which the Owners Corporation may in its absolute discretion withhold);

(ii) Any signage on doors and/or windows opening to or protruding on to or between the Common Property in any manner whatsoever other than those which have the express written approval of the Owners Corporation (which the Owners Corporation may in its absolute discretion withhold);

and the Member must remove any sign, device, fitting, furnishing, ornament or object immediately upon receipt of the Owners Corporation's request to do so.

(p) Without the prior written consent of the Owners Corporation which shall not be unreasonably withheld, install or place, or permit to remain installed or placed, any air-conditioning unit, fan or other appliance in such a position as to be visible from outside the Member's Lot;

(q) hang any garment, sheet, blanket, towel or other article on or from the exterior of the Member's Lot or on or from the Common Property (other than in the place or places expressly provided for such purpose);

(r) throw, drop, or let fall any article or substance from or out of a Lot or the Common Property;

(s) bum any rubbish or waste in or upon the Lot or the Common Property;

(t) use or permit any lift in the Building to be used to carry bulky goods or furniture unless;

(i) a minimum of 24 hours prior notice of intention to do so has been given to the Building Manager;

(ii) the moving of bulky goods or furniture is done under the supervision of the Owners Corporation and at a time approved by the Owners Corporation; and

(iii) the lift is fitted with proper protective covers when being so used.

(iv) Occupants ensure that all cartons and packing crates are placed in the garbage room on the ground floor.

(v) Occupants accept that they will be held responsible for the cleanliness of Common Areas, and damage to lift walls. An account will be rendered for any repairs or additional cleaning that may be required.

(u) keep or leave open or permit any security door or the door into any stairwell to be kept or left open for any purpose whatsoever;

(v) except in the case of emergency, permit any trades people or work people to be on a Lot or the Common Property:

(i) on a Saturday, Sunday or public holiday;

or

(ii) before 8 a.m. or after 5 p.m. on any other day;

(w) ' structural alterations to the Lots which affect the support or shelter ıer Lot;

(x) or permit to be carried out any building work requiring a building under the Building Control Act 1981 (or an equivalent enactment)

(i) at least 21 day's written notice of intention to carry out the work, accompanied by proper plans and specifications of the work, has been given to the Owners Corporation by the Member who owns the Lot on which the work is proposed to be· carried out; and

(ii) the Owners Corporation gives its prior written approval of the work and such approval shall not be unreasonably withheld; and

(iii) the work is carried out in accordance with such reasonable directions as the Owners Corporation may give and

(iv) the work is carried out in accordance with the plans and specifications provided in writing to the Owners Corporation and

(v) the Member signs an indemnity prepared by the Owners Corporation against all loss and damage caused directly or indirectly by the works and

(vi) the work complies with all laws.

(y) damage, deface, obstruct or in any way interfere with any fire appliance, cupboard, stairway, entrance, passage, lift, landing, driveway or pathway or any other part of the Common Property, or permit any fire appliance, cupboard, stairway, entrance, passage, lift, landing, driveway or pathway to be damaged, defaced, obstructed or in any way interfered with;

(z) dispose of or leave any garbage and refuse on the Common Property otherwise than in a place designated for the receipt of rubbish of that type and in particular cans, bottles;

(aa) place or leave any item on the Common Property

(bb) store any materials or goods on the Common Property except with the prior written consent of the Owners Corporation and in accordance with the terms and conditions contained in that written consent

(cc) contravene any requirement of any authority having jurisdiction over the Development and/or the Member's Lot

(dd) bring in to or leave in the Building any bicycle or similar machine without the consent of the Owners Corporation

(ee) reproduce any keys or access devices issued by the Body Corporate for the Common Property without the consent of the Owners Corporation

(ff) smoke in or on the Common Property;

(gg) put up signs, notices, advertisements, blinds, awnings, antennae or receiving dishes or install vending machines without the prior written approval of the Owners Corporation

(hh) dispose of refuse in rubbish bins provided by the Owners Corporation fo the use of members of the public in the Common Property

(ii) use any method of heating, cooling or lighting of any area of the Common Property other than those provided by the Owners Corporation

(jj) interfere with directory boards or any other notice or sign provided by the Owners Corporation

(kk) do anything to endanger or increase the cost of the insurance of the Development or the public liability insurance for the Common Property, and the amount of any loading or increase in any premium must be paid by the owner or Occupier for the period that the loading or increase applies

(ll) use any telephone or other device that is provided by the Owners Corporation for use by the Building Manager.

(mm) allow private car parking spaces to be used by any person who is not a Member or Occupier of a Lot and/or charge any fee for the use of a Member's or Occupier's car parking space

3. A Member must and must ensure that the Member's Families, Agents, Employees and Occupiers of a Member's Lot will:-

(a) at the Member's cost replace any security key which is issued to the Member by the managing agent;

(b) comply with all directions of the Owners Corporation in relation to maintaining the Building and the Development (including, without limitation, the Lots) as "smoke-free";

(c) keep the Member's Lot clean, properly maintained and in good repair and condition and keep any part of the Common Property and any equipment or apparatus on Common Property which exclusively services the Member's Lot in good repair and condition;

(d) at all times submit proposed window furnishings specifications to the Owners Corporation for its prior approval to ensure acceptable quality and compatibility with the general colour scheme of the Building and/or the Development.

(e) promptly notify the Owners Corporation of any breakage or defect of which the member becomes aware in water pipes, air-conditioning ducts or equipment, electrical and light fittings, fixtures and services, and fire equipment;

(f) promptly notify the Owners Corporation of any accident on the Common Property;

(g) obey all directions given by the Owners Corporation in relation to the Common Property including, without limitation, for:

(a) the carriage of bulky goods or furniture in lifts;
(b) the delivery of take away foods,
(c) the use of services; and
(b) no smoking policies.

(h) observe all speed limit signs and car parking requirements and restrictions for vehicles on the Common Property;

(i) participate in any emergency drill in the Building of which the Owners Corporation gives reasonable notice;

(j) evacuate the Building immediately and in accordance with the directions of any representative of the Owners Corporation or the Building Manager when informed of an actual or suspected emergency

(k) secure the lots when they are unoccupied and comply with the Owners Corporation directions about the Building's security;

4. The Owners Corporation is not liable or responsible to any Member for any loss or damage to the Lots or any part of them.

5. The Owners Corporation may close, lock or otherwise control the Common Property and Common Facilities from time to time and may take all actions as it deems necessary or appropriate to prevent and prohibit persons that it considers in its absolute discretion undesirable from entering the Common Property and common Facilities.

6. Within 14 days of the date of settlement each Member must advise the Owners Corporation of the private address and telephone number of the Member or if the Member is a company, the registered office of the Company. Each Member must promptly inform the Owners Corporation of any change in the address and/or telephone number and/or the registered office as the case may be.

7. Within 14 days of any tenancy each Member must promptly advise the Owners Corporation of the name and telephone number of any tenant and of any managing agent for the Member's tenancy.

8. Each Member is responsible for the costs of maintaining the air-conditioning system within the Lots.

9. If a Member wishes to effect works to the Member's Lot and to effect the works reqwres;

(a) access to another Lot; or

(b) to effect works to another Lot ("Other Lot"), the following rules apply;

(i) The Member must advise the Owners Corporation in writing of the Member's requirements("Requirements") in relation to the Other Lot;

(ii) If the Requirements do not cause undue interference with the Owner of any occupier of the Other Lot, the Owners Corporation may direct the Owner of the Other Lot to meet the Requirements; and

(iii) the Owners Corporation must act reasonably when determining to make a direction under paragraph (b)(ii) and must take into account any objections and comments of the Owner; and

(iv) the Owner of the Other Lot must, and must ensure that the Occupiers of the Other Lot, comply with the Directions of the Owners Corporation; and

(v) the Member must sign an indemnity and release prepared by the Owners Corporation in favour of the Owner of the Other Lot in relation to any and all damage caused by the works.

10. Each Member shall pay a quarterly sum determined by the Owners Corporation on account of Outgoings. The accounts are to be posted within 21 days from the date upon which payment is due. If a period of 30 days passes after the due date and the levy or fee has not been paid then the Body Corporate must impose an interest rate penalty - as agreed at the Annual General Meeting.

11. Each Member must incorporate these rules in any lease, licence or other occupancy agreement granted over a Lot.

12. The Owners Corporation may appoint a person to manage the Building and Common Property ("the Building Manager") and/or a person to manage security in the Building or the Common Property ("the Security Manager").

13. The Owners Corporation must ensure that any contract appointing the Building Manager or the Security Manager provides that the Building Manager's and Security Manager's only remuneration in relation to the Building is the fee in the contract and that the contract expressly prohibits the Building Manager or Security Manager from receiving any commissions or other payments from a supplier of goods or services (excluding the suppliers of insurance).

14. The Body Corporate may allow:

    a) any consent or approval to be given by the Owners Corporation , to be given by the Building Manager

    b) any notice to be served upon the Owners Corporation to be served upon the Building Manager.

15. At any and all places in these Rules where it refers to the "Body Corporate", it may also mean a Committee of Management or a Managing Agent that has been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of the rules contained herein

16. Meetings are conducted in accordance with the Subdivision (Body Corporate) Regulations 1989 (as amended).

17. The budget prepared for each Annual General Meeting may include an allowance for contingencies. Such an allowance may accumulate and contingencies can include, but are not limited to, repairs and maintenance of a major nature and capital works. No refund of the allowance for contingencies is refundable to a Member.

18. The garbage chute must not be used to dispose of glass, china or any other fragile item. Such items must be disposed of in the garbage room on ground level.

19. All garbage must be securely wrapped and placed in the garbage chute. The occupant must ensure that rubbish does not drip from the wrapped parcel.

20. Use of the Common facilities is strictly confined to Members and Occupiers. Guests of Members, and Occupiers are not permitted to use the Common
Facilities.

21. A Member must not and must ensure that the Member's Families, Agents, Employees and Occupiers of a Member's Lot do not-

(a) breach any rules or regulations pertaining to and/or displayed at each Common Facility and remove any item, equipment or other such things that are and shall remain the property of the Owners Corporation from and Common Facility for any reason whatsoever without the express written permission of the Owners Corporation ;

(b) use the Common Facilities without observing the following:-

(i) children below the age of 15 years must be accompanied by an adult and supervised at all times;

(ii) hours of use are 6:00 am to 11:00 pm;

(iii) no food, alcoholic or other beverages, smoking, glass containers or receptacles of any kind are permitted in the areas of the Common Facilities;

(iv) use the Common Facilities or any equipment in or around the Common Facilities in accordance wit.'l the Manufacturer's instructions and shall (and hereby agrees to) indemnify and release the Owners Corporation from and against all claims, costs, losses, damages of whatsoever nature suffered or incurred by the Member of the Member's Families, Agents, Employees and Occupiers.

(v) reservations for the use of the sauna must be made through the Building Manager.

(vi) running or the playing of games is prohibited in the pool area.

(vii) suntan oils must be washed off prior to entering the pool or sauna.

(viii) glass and cans are prohibited in the pool area.

(ix) obtaining consent of the Body Corporate prior to using Common Facilities for entertainment or parties.

(xi) The cutting of hair is prohibited in the Common Facilities.

(c) enter or leave the Common Facilities without wearing a shirt or other clothing top and footwear.

(d) enter or leave the Common Facilities wet.

A Member must not hold a function for more than 20 people in a Lot without the consent of the Owners Corporation.

The Body Corporate has the right to grant a lease of any portion of the common area located in the basement of the property.

BARBECUE OPERATING INSTRUCTIONS

AUTOMATIC LIGHTING

TO LIGHT BARBECUE WITH PIEZO INGNITION

PUSH IN THE FAR

RIGHT HAND KNOB AND TURN IN AN ANTI-

CLOCKWISE DIRECTION

TO THE HI POSITION. THE GAS IS FITTED WITH A

PIEZO

(SPARK) IGNITION SYSTEM AND THE BURNER

SHOULD LIGHT

IMMEDIATELY. IF IT DOES NOT, REPEAT PROCEDURE AGAIN ONCE MORE. CHECK VISUALLY THAT THE BURNER IS ALIGHT. IF THERE IS ANY FURTHER DELAY IN IGNITION LEAVE KNOB IN OFF POSITION FOR SEVERAL MINUTES BEFORE ATTEMPTING TO LIGHT

UNIT AGAIN. ONCE THE RIGHT BURNER IS LIT,

THE BURNER NEXT TO IT CAN BE TURNED ON

AND WILL LIGHT OFF THE LIGHTED BURNER.

REPEAT TILL ALL BURNERS ARE ALIGHT.

TO TURN BARBECUE OFF TURN EACH BURNER TO

THE OFF POSITION IN THE REVERSE SEQUENCE

TO THAT USED TO START UP

Model rules for an owners corporation

1. Health, safety and security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

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

1.5 Fire safety information

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

2. Committees and sub-committees

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

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

3. Management and administration

3.1 Metering of services and apportionment of costs of services

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

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

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

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

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

4. Use of common property

4.1 Use of common property

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

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

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

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

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

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

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

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

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

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

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

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

5. Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

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

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

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

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

5.3 Requiring notice to the owners corporation of renovations to lots

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

6. Behaviour of persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7. Dispute resolution

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

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

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

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

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

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

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

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

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

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

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

MINUTES OF

ANNUAL GENERAL MEETING

MICM - OWNERS CORPORATION

Building Name	The Royal Albert
Plan No.	335103W
Address	15 Queens Road, MELBOURNE, VIC, 3004
OC Manager	Jonathan Cohen
Meeting Date	20 August 2025 at 06:00 PM
Location	14 Queens Road

MICM

ATTENDANCE

MEMBERS PRESENT

Members were registered with the MICM team prior to entering the meeting.

Lot Number/s	Name of Lot Owner/s
Lot 3	Mr Alan H Holmes
Lot 4	Janet Micallef
Lot 7	Mr Ian Lloyd
Lot 8	Mr Alan John Barrie & Ms Denby Edith Weller (non-financial)
Lot 10	Mark Stephen Hancock
Lot 12	Ms Tatiana Anikieff
Lot 14	Ms Patricia Boyhan
Lot 15	Mr Phil Taylor & Mrs Marg Taylor (non-financial)
Lot 29	Miss Maria Magdalena Dominguez
Lot 30	Mr David Dee
Lot 32	Ms Christina J Clayton
Lot 33	Mr Timothy John Halaska
Lot 34	Mr Sonny Capistrano
Lot 38	Ms Ella Schiesser (non-financial)
Lot 42	Lai Yin Foong
Lot 44	Mr Ofer Rotkopf
Lot 45	Ms Annie Yipp
Lot 46	Miss Leanne Dunn
Lot 47	Ms Kylie Ann Nelson
Lot 48	Ms Christina J Clayton (non-financial)
Lot 49	Mrs Miriam McNamee
Lot 51	Ms Helen Xu
Lot 53	Dr Indira Dhupelia (non-financial)
Lot 54	Mr Ross McDonald
Lot 55	Mr Akash Deb Mukhopadhyay
Lot 57	Magdi R & De'arne J Naguib

Lot 59	Ms Kathleen Gannon and Mr Nicholas Francis Diaz
Lot 63	Ms Eliane Zelcer
Lot 68	Mrs Pauline Skewes
Lot 69	Mr John-Paul Ouvrier
Lot 71	Patricia Northrope
Lot 72	Mrs B Skepper
Lot 73	Mr Jose Sanchez
Lot 74	Ms Cheryl Marasovic
Lot 75	Ms Alpa Bhatia

PROXIES RECEIVED

The following proxies were received and announced at the commencement of the meeting.

Lot Number/s	Name of Lot Owner/s	Proxy
Lot 64	Yew Hee Koh & Lai Wan Koh	Proxy present Magdi Naguib

APOLOGIES

Nil Apologies

OTHER ATTENDEES

Jonathan Cohen – Owners Corporation Manager, MICM
Scott Devereux - Business Development Manager, MICM
Tania Kanadi - Senior Associate Owners Corporation Manager, MICM

NOTIFICATION OF QUORUM

Notice is hereby given that there was not a quorum at the Annual General Meeting and in accordance with Section 78(2) of the Owners Corporation Act 2006, these Minutes are being provided and the decisions made at the Annual General Meeting are considered Interim Ordinary Resolutions. The Interim Ordinary Resolutions will become resolutions of the Owners Corporation on the 29th day after the Annual General Meeting. In accordance with Section 74 of the Owners Corporation Act 2006, within the 28 days, Owners whose lot entitlements total 25% of all lot entitlements may petition the Secretary of the Owners Corporation to convene a Special General Meeting at which time the Interim Ordinary Resolutions could be confirmed or replaced. Owners may petition the Secretary by notice in writing and sent to c\- MICM Property 178 City Road Southbank, VIC3006"

1 CONFIRMATION OF CHAIRPERSON

Ordinary Resolution

It is **resolved** that Jonathan Cohen was appointed to chair the meeting.

Passed by Simple Majority

2 VOTING INSTRUCTIONS AND ENTITLEMENTS

It is **noted** that voting will be conducted by show of hands

3 MINUTES OF PREVIOUS MEETING

Ordinary Resolution

It Was Resolved that in accordance with section 71(i) of the Owners Corporation Act, the minutes of the previous Annual General Meeting held on 26/6/24 and attached to the notice of meeting be confirmed as a true and correct record of the meeting.

Passed by Simple Majority

4 CONSIDERATION OF REPORTS

4.1 Committee Report

Ordinary Resolution

It Was Resolved that the Owners Corporation accept the Committee report in accordance with section 115 of the Owners Corporations Act 2006 as tabled.

Passed by Simple Majority

4.2 Owners Corporation Managers Report

Ordinary Resolution

It Was Resolved that the Owners Corporation accept the Manager's report in accordance with sections 71(2)(h) and 126 of the Owners Corporations Act 2006 as tabled.

Passed by Simple Majority

4.3 Penalty Interest Waiver Report

Ordinary Resolution

It Was Resolved that the owners Corporation accept there to be $0.00 of penalty interest waived in accordance with sections 29(4) of the Owners Corporations Act.

Passed by Simple Majority

4.4 Dispute Resolution & Complaints report

Ordinary Resolution

Nil to be reported.

Passed by Simple Majority

5 FINANCIAL MATTERS

5.1 Audited Financial Statements

Ordinary Resolution

It Was Resolved that the Owners Corporation approve and adopt the Audited full Financials for the period ending 31/3/25, attached to the notice of meeting in accordance with section 71(2)(d) of the Owners Corporation Act.

Passed by Simple Majority

5.2 Determination of Administration Fund & Fees

Ordinary Resolution

It Was Resolved that the Owners Corporation set the Administration Fund Budget for the period 1/4/25 to 31/3/26 at the amount of $509,080.00 plus GST in accordance with sections 23(1) of the Owners Corporations Act 2006.

Passed by Simple Majority

5.3 Determination of Maintenance Fund & Fees

Ordinary Resolution

It Was Resolved that the Owners Corporation set the Maintenance Fund Budget for the period 1/4/25 to 31/3/26 at the amount of $151,831.00 plus GST in accordance with sections 23(1) of the Owners Corporations Act 2006.

Passed by Simple Majority

5.4 Appointment of Auditor

Ordinary Resolution

That the Owners Corporation appoints Willis Partners to audit the Financials Statements for the year ending 31/3/26, pursuant to s.35 *Owners Corporations Act 2006.*

Motion withdrawn from the meeting.

5.5 Penalty Interest

Ordinary Resolution

It Was Resolved that the Owners Corporation will charge penalty interest at the maximum rate allowable under the Penalty Interest Rates Act (Vic) 1983, on any fees or amounts payable by a Lot Owner to the Owners Corporation that remain outstanding after the due date in accordance with section 29(1) of the Owners Corporation Act.

Passed by Simple Majority

5.6 Recovery Costs

Ordinary Resolution

It Was Resolved that the Owners Corporation in accordance with sections 31 and 32 of the Owners Corporation Act, authorize MICM to send a letter of demand or to engage a solicitor at its discretion to each lot owner, who has failed to pay their Owners Corporation fees and/or charges in accordance with the Final Fee Notice, to commence proceedings in VCAT/ Magistrates Court for recovery of those fees and proceed to execution of any orders.

Passed by Simple Majority

5.7 Interest Waiver

Ordinary Resolution

It Was Resolved that the Owners Corporation delegate to the Owners Corporation Manager, the discretion to grant a waiver of payment of interest upon matters it deems merit such consideration in accordance with section 11(2) and section 29(3) of the Owners Corporation Act.

Passed by Simple Majority

6 OWNERS CORPORATION MANAGEMENT AGREEMENT

6.1 Instrument of Delegation to Manager

Ordinary Resolution

It Was Resolved that the Owners Corporation delegate all powers and functions that may be delegated in accordance with section 11(2) and section 120 of the Owners Corporation Act.

Passed by Simple Majority

7 INSURANCE

Note: The Owners Corporation insurance policy does not extend to cover the lot owner's contents within a lot (private property).

Contents within a private lot are the responsibility of the lot owner to insure: Contents include carpets, floating floors, curtains, blinds, personal valuables, furniture, household appliances not wired into the premises such as dishwashers, refrigerators, washing machines, dryers etc

In addition, lot Owners should ensure that their contents cover also includes Public Liability insurance in the name of the lot owner as occupier or landlord. The Owners Corporation insurance does not provide cover for Legal Liability for owners resulting from private ownership of individual lots.

7.1 Insurance Renewal

Ordinary Resolution

It Was Resolved that the Owners Corporation take out the following insurance for all buildings on common property, in accordance with section 59 of the Owners Corporation Act:

a. Reinstatement and replacement insurance for all buildings on common property in accordance with section 59 of the Act; and
b. Public liability insurance in accordance with section 60 of the Act

Passed by Simple Majority

7.2 Application of Excess

Ordinary Resolution

It Was Resolved that the Owners Corporation apply the payment of insurance excess to the lot owner of the property that caused the loss, unless common property is responsible for the loss, whereby the owners corporation will then be liable to pay the insurance excess.

Passed by Simple Majority

7.3 Insurance Valuation

Ordinary Resolution

It Was Resolved that the Owners Corporation proceed with an Insurance Replacement Valuation and advise the insurance company to amend the cover in accordance with the valuer's assessment, in accordance with section 65 of the Owners Corporation Act.

Passed by Simple Majority

8 SIZE OF COMMITTEE

8.1 Size of Committee

Ordinary Resolution

It Was Resolved that the Owners Corporation have no more than 7 committee members.

Passed by Simple Majority

8.2 Determination of Committee Size.

Ordinary Resolution

N/A the Owners Corporation expand the maximum numbers of committee members from 7 to the following options (maximum of 12).

Motion lapsed as Size of Committee was CARRIED

8.2 Alternatives for Determination of Committee Size.

Motion Alternatives

(Option A) 8

(Option B) 9

(Option C) 10

(Option D) 11

(Option E) 12

Motion lapsed as Size of Committee was CARRIED

9 ELECTION OF COMMITTEE

That in accordance with section 100 of the Owners Corporation Act, the nominees as presented are elected to serve as members of the committee of the Owners Corporation until a newly appointed committee is elected.

Result: *Tatiana Anikieff, Nicholas Francis Diaz, Yew Hee Koh, Maria Magdalena Dominguez, Cheryl Marasovic, Miriam McNamee, Magdi Naguib have been elected to the committee. for -- Plan No. 335103W*

10 INSTRUMENT OF DELEGATION TO COMMITTEE

Ordinary Resolution

It Was Resolved that the Owners Corporation delegate all powers and functions that may be delegated to the Owners Corporation Committee, in accordance with section 11 of the Owners Corporation Act, save for functions that require a unanimous or special resolution.

Passed by Simple Majority

11 GRIEVANCE COMMITTEE

Ordinary Resolution

It Was Resolved that the members of the Owners Corporation Committee form the Grievance Committee of at least three members to be available to resolve any dispute that may arise in accordance with Part 10 of the Owners Corporations Act and as required pursuant to Schedule 2, section 7 of the Owners Corporations Regulations 2018.

Passed by Simple Majority

12 UPDATES ON CURRENT PROJECTS

12.1 Pool and Carpark

Pool works are the focus for the committee in the year ahead. Commencement is planned in the coming months, and alternative carparks will be provided for affected units.

12.2 Intercom

Members who still need to replace the surrounds of the intercom may check the panel at the Building Manager's desk. If Members would like to arrange their own repair work, please advise the Owners Corporation.

12.3 Window Cleaning

Window cleaning will be arranged with additional access points.

12.4 Elevator Upgrade

The elevator upgrade completion is estimated for 17th September 2025.

12.5 Security

Review of the security, including fobs and the camera system, will be undertaken.

13 MATTERS FOR COMMITTEE CONSIDERATION

Ordinary Resolution

It Was Resolved that the Owners Corporation accept the following items be considered by the incoming Committee.

Passed by Simple Majority

Notes:

Lot Liability	*: This will be discussed in the next Committee Meeting*
AirBnB Noise issues	*: There were discussions from the floor about recurring noise complaints, cigarettes from the AirBnB unit. This will be raised at the next committee meeting to see what actions are to be taken..*
Pool work schedule for noisy work	*: OC to provide update on schedule for noisy work to residents ahead of time.*
Fire Safety in the building	*: To review information given out to owners regarding fire readiness on the property including the detector check below.*
Detector check reminder	*: Members request that a reminder is sent out each year during daylight saving to residents to check their smoke detector.*

14 NEXT ANNUAL GENERAL MEETING

Ordinary Resolution

It Was Resolved that the next Annual General Meeting be scheduled for 10/8/26. Please be advised this is date is subject to change.

Passed by Simple Majority

There being no further business, the manager thanked the members in attendance and closed the meeting at 07:48 PM

Jonathan Cohen
MICM
21 August 2025

Chubb Insurance Australia Limited
ABN: 23 001 642 020 AFSL: 239687
Grosvenor Place
Level 38, 225 George Street
Sydney NSW 2000, Australia
O +61 2 9335 3200
www.chubb.com/au

Date Issued: 18 August 2025

Certificate of Currency

This Certificate of Currency confirms the following **Policy** is current at the date stated below. Please refer to **Policy** documents for full terms and conditions.

Certificate of Currency		
Named Insured:	OC 335103W	
Indemnity to Others (Section 5, General Liability Insurance Only)	Not Applicable	
Policy Number:	02GS035166	
Insurance:	Residential Strata Insurance	
Wording	Chubb Strata Insurance ChubbSTRATA01PDS0224	
Period of Insurance:	From:	4.00pm on 16 August 2025, Local Standard Time
	To:	4.00pm on 16 August 2026, Local Standard Time
The Insurer:	Section 1	100.00% Chubb Insurance Australia Limited
	Section 2	100.00% Chubb Insurance Australia Limited
	Section 3	100.00% Chubb Insurance Australia Limited
	Section 4-10	100.00% Chubb Insurance Australia Limited
Insured Location	15 Queens Road, Melbourne VIC 3004	

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Limits of Liability		
Section 1: Property Damage Insurance	**Buildings** and **Common Property**	AUD 74,588,000
	Common Contents	AUD 745,880
	Catastrophe	AUD 11,300,082
Section 2: Machinery Breakdown Insurance	AUD 100,000	
Section 3: Consequential Loss Insurance	AUD 11,188,200	
Combined Section 1 - Property Damage Insurance and Section 3 - Consequential Loss Insurance Limit of Liability	AUD 97,822,162	
Section 4: Crime Insurance	AUD 100,000	
Section 5: General Liability Insurance	**Personal Injury**	AUD 30,000,000 in respect of any one **Occurrence**
	Property Damage	AUD 30,000,000 in respect of any one **Occurrence**
Section 6: Environmental Impairment Liability Insurance	AUD 250,000 in the aggregate **Period of Insurance**	
Section 7: Management Committee Liability Insurance	AUD 1,000,000 in the aggregate **Period of Insurance**	
Section 8: Audit Expenses Insurance	AUD 30,000	
Section 9: Appeal Expenses Insurance	AUD 150,000	
Section 10: Voluntary Workers Insurance	**Accident** each occurrence Limit	AUD 200,000
	Accident aggregate Limit	AUD 200,000 in the aggregate **Period of Insurance**

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All the values on this Certificate of Currency are correct as at 18 August 2025 and may only be subject to change within the **Period of Insurance** by written agreement between the Insurer and the **Insured**.

The insurance afforded by the policies described in this Certificate is subject to all terms, exclusions and conditions of such policies.

This Certificate is furnished as a matter of information only and does not constitute an insurance contract upon which claims can be made. **Policy** terms and conditions incorporate provisions which may enable Insurers to cancel or vary the **Policy** on the happening of prescribed circumstances or events (i.e. non-payment of premium). Therefore, this confirmation of insurance is not to be construed as guaranteeing that the **Policy** will remain in force throughout the **Period of Insurance** as specified herein.

Signed:



Ana De Corrado
Strata Underwriter

Authorised Officer, Chubb Insurance Australia Limited
ABN 23 001 642 020 AFSL 239687

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Contracts

As at: 13/02/2026

Development	OC#	Contract Name	Supplier	Start Date	End Date	Status
The Royal Albert	OC 1	The Royal Albert MICM Contract 0725	MICM	14/07/25	15/07/28	Active
The Royal Albert	OC 1	The Royal Albert OC1 Service Contract 1225	Waste Wise Environmental	01/12/25	30/11/28	Active