

# Contract of Sale

Elizabeth Hazel Grace King

Apartment 105, 17-21 Queen Street

BLACKBURN VIC 3130



SILVERTHORN  
**CONVEYANCING**

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# Contract of Sale of Real Estate\*

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

**Property address**                    **APARTMENT 105, 17-21 QUEEN STREET, BLACKBURN VIC 3130**

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

in that order of priority.

## SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received –

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

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 ...../...../2023

**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)

**SIGNED BY THE VENDOR:** .....

..... on ...../...../2023

**Print name(s) of person(s) signing:**            **ELIZABETH HAZEL GRACE KING**

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

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

## IMPORTANT NOTICE TO PURCHASERS

**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 or within 3 clear business days **before or after** a publicly advertised auction;
- 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 have 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.

\*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

## NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

the contract of sale and the day on which you become the registered proprietor of the lot.

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.

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.

A substantial period of time may elapse between the day on which you sign

### Particulars of sale

#### Vendor's estate agent

Name:	Obrien Real Estate - Blackburn		
Address:	98 South Parade, Blackburn VIC 3130		
Email:	blackburn@obre.com.au		
Tel:	Mob: 0411 061 796	Fax: 03 9894 2044	Ref: Anthony Molinaro

#### Vendor

Name:	Elizabeth Hazel Grace King
Address:	

#### Vendor's legal practitioner or conveyancer

Name:	SILVERTHORN CONVEYANCING			
Address:	Level 1, 50C Heatherhill Road, Frankston VIC 3199			
Email:	justine@silverthornconveyancing.com.au			
Tel:	03 8743 1068	Mob:	Fax: 03 8732 0235	Ref: JK:RK:236636

#### Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

#### Purchaser's legal practitioner or conveyancer

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

#### Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 11824 Folio 148	105	714009B

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

#### Property address

The address of the land is: Apartment 105, 17-21 Queen Street, Blackburn VIC 3130

**Goods sold with the land** (general condition 2.3(f)) (list or attach schedule)

**All fixtures and fittings, all permanent floor coverings, window furnishings as inspected.**

**Payment** (general condition 11)

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

**GST** (general condition 13)

The price includes GST (if any) unless the words '**plus GST**' appear in this box

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box

**Settlement** (general condition 10)

**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; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

**Lease** (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.

If '**subject to lease**' then particulars of the lease are :

(\*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

\*residential tenancy agreement for a fixed term ending

OR

\*periodic residential tenancy agreement determinable by notice

OR

\*lease for a term ending with options to renew, each of years

**Terms contract** (general condition 23)

If this contract is intended to be a terms contract within the meaning of the *Sale of Land Act* 1962 then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.

**Loan** (general condition 14)

The following details apply if this contract is subject to a loan being approved.

Lender:

Loan amount:

Approval date:

This contract does not include any special conditions unless the words '**special conditions**' appear in this box


<b>Subject to Lease</b>
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<b>Special Conditions</b>
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## Building Report

Special Condition 21 applies only if the box is checked

## Pest Report

Special Condition 22 applies only if the box is checked

## Special Conditions

### 1. Acceptance of title

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General condition 12.4 is added:

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.

### 2. Electronic Conveyancing

EC
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Settlement and lodgement will be conducted electronically in accordance with the Electronic Conveyancing National Law and special condition 2 applies, if the box is marked "EC"

- 2.1 This special condition has priority over any other provision to the extent of any inconsistency. This special condition applies if the contract of sale specifies, or the parties subsequently agree in writing, that settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law.
- 2.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically.
- 2.3 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.
- 2.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 2.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 2.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
  - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 2.7 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 special condition 2.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 2.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any mistaken payment and to recover the mistaken payment.
- 2.9 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 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
  - (d) direct the vendor's subscriber to give (or, if there is no vendor's subscriber, give) all those documents and items, and any such keys, to the purchaser or the purchaser's nominee on notification of settlement by the Electronic Network Operator.
- 2.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

### **3. General Conditions**

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The General Conditions are varied as follows:

- (a) In General Condition 1.1(b) the words "exceptions and conditions" are inserted in after the word "reservations"

### **4. Auction Conditions**

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If the property is offered for sale by Auction, it is subject to the Vendor's reserve price. The rules for the conduct of the Auctions shall be as set out in Schedule 1 of the Sale of Land Regulations, 2005, or any rules prescribed by regulation which modify or replace those rules.

### **5. Guarantee**

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If the purchaser of the property is a corporation not listed on an Australian stock exchange the person who executes this contract for and on behalf of the purchaser or attests the affixing of its common seal must also execute the attached guarantee and indemnity

### **6. Identity of Property**

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The purchaser admits that the property as offered for sale and inspected by the purchaser is identical with that described in the title particulars set out in the particulars of sale. The purchaser must not make any requisition for any alleged misdescription of the land or deficiency in its area or measurements or call upon the vendor to amend title or to meet any cost of doing so.

### **7. Restriction**

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- 7.1 The purchaser acknowledges that by enquiry of the appropriate authorities, it has satisfied itself as to the zoning and planning restrictions (including all planning approvals, permits and consents) on and in respect of the land sold and the use to which the land may be put and the development thereof.
- 7.2 The property is sold subject to any restriction as to use under any order, plan, scheme, regulation or by law made by any authority empowered by any legislation to control the use of land. No such restriction constitutes a defect in the vendor's title or affects the validity of this contract. The purchaser must not make any requisition or objection and is not entitled to any compensation from the vendor in respect of any such restriction.
- 7.3 The purchaser shall assume liability for compliance with any notices or orders relation to the property (other than those referring to the apportionable outgoing) which are made or issued on or after the date of sale and the purchaser shall assume liability arising there from indemnify the vendor against such liability. This Special Condition shall not merge upon settlement and shall ensure for the benefit of the Vendor.

### **8. Use of the land**

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The purchaser acknowledges that the vendor gives no warranty as to the use to which the land sold may be put if the use is permissible only with the consent of any authority under or in pursuance of any statute, ordinance, regulations, by law, town planning scheme or interim development order or other enactment or order of the Court the purchaser shall obtain such consent at the purchaser's own expense.

### **9. Interest in default**

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General Condition 26 does not apply to this Contract if the purchaser defaults in payment of any money due under this contract the purchaser must pay to the vendor interest at the rate of 14% per annum on the money overdue during the period of default without any demand and without prejudice to any other rights of the vendor.

### **10. Default costs charges & expenses**

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General Conditions 25 & 26 do not apply to this contract. In the event that the purchaser fails to complete the purchase of the property on the due date specified in the contract between the vendor and the purchaser ('the contract') for the payment of the residue as defined in the contract ('the due date'), the vendor will or may suffer the following losses and expenses which the purchaser shall be required to pay to the vendor, in addition to the interest payable in accordance with the terms of the contract:

- 10.1 All costs associated with obtaining bridging finance to complete the vendor's purchase of another property and interest charged on such bridging finance;
- 10.2 Costs and expenses between the vendor's conveyancer and the vendor;
- 10.3 Penalties payable by the vendor to a third party or any costs incurred through any delay in completion of the vendor's purchase.
- 10.4 A fee for rescheduling settlement on the day of settlement or after set at \$275.00 for each rebooking.
- 10.5 In the event a default notice has been served upon the purchaser all monies due under the terms of the Contract of Sale will immediately become payable to the vendor where the default has been caused by the purchaser and has not been remedied in the specified time (under the terms of the default notice) and the costs and interest have not been paid, then;
- (a) the purchaser and vendor both acknowledge that the Contract of Sale is at an end;
- (b) the deposit up to 10% of the contract price is forfeited to the vendor as their right of entitlement, irrespective of whether the deposit has or has not been paid; and
- (c) the vendor is entitled to immediate re-possession of their property.
- 10.6 In addition to but not limited to other remedies, within one year of the Contract ending, the vendor may either:
- (a) retain the property and sue for damages for breach of contract; or
- (b) put the property back on the market in any manner and recover any shortfall in the price on the re-sale and any resulting expenses by way of liquidated damages; and
- (c) the vendor has the right to keep any part of the purchase price paid until the vendor's damages have been established and may direct that money towards those damages

## 11. Condition of property

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- 11.1 The property and any chattels are sold in their present condition and subject to any defects, fair wear and tear inclusive.
- 11.2 No failure of any buildings or improvements to comply with any planning or building legislation regulations or by-laws or any planning permit constitutes a defect in the vendor's title or affects the validity of this contract.
- 11.3 The purchaser acknowledges that the property may have been filled and shall not make any claims or demands whatsoever on the vendor in regard there to or arising there from.
- 11.4 The purchaser:
- (a) accepts the property:
    - (i) with all existing and future planning, environmental and building controls and approvals; and
    - (ii) in its present condition with all defects and non-compliance with any of those controls or approvals;
  - (b) Acknowledges that the decision to purchase the property was based on the purchaser's own investigation and that no representations were made by or on behalf of the vendor as to the condition of the property or any matters referred to sub-paragraph (b) hereof; and
- Waives any right it might otherwise have to make any requisition or enquiry in relation to any of the matters referred to in this special condition and agrees that those matters do not affect the Vendor's title to the property.

## 12. Stamp Duty – Purchasers buying unequal interests

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- 12.1 If there is more than one purchaser, it is the purchasers' responsibility to ensure the contract correctly records at the date of sale the proportions in which they are buying the property ('the proportions').
- 12.2 If the proportions recorded in the transfer differ from those recorded in the contract, it is the purchaser's responsibility to pay any additional duty which may be assessed as a result of the variation.
- 12.3 The purchaser's full indemnity the vendor, the vendor's Agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the transfer differing from those in the Contract.
- 12.4 This Special Condition shall not merge on completion.

## 13. Nomination

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General Condition 18 is deleted and replaced by the following:

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

If the Property is expressed as sold to a named purchaser "and/or nominee" or words of similar effect, then:

- 13.1 The party named as purchaser may nominate at least fourteen (14) days prior to settlement date (or such further period as the Vendor permits) a substitute or additional transferee ("nominee") by serving on the vendor a form of nomination executed by the Purchaser and the nominee in such a form and containing such information as the vendor requires; and
- 13.2 Any nomination under must be in writing and executed by the purchaser and the nominee, and must be accompanied by a copy of all relevant statutory declaration(s) made by the nominee for stamp duty purposes.
- 13.3 The purchaser and the nominee agree to be jointly and severally liable for the performance of the obligations of the purchaser under the contract whereby the nominee is substituted for the original purchaser as transferee.
- 13.4 The purchaser and the nominee must fully and truthfully disclose the circumstances of the substitution to the State Revenue Office and hold the vendor indemnified at all times against loss or damage of every description suffered by the vendor or Vendor's conveyancers arising out of failure to make such disclosure.
- 13.5 Where the nominee is a corporation, the provisions of special condition 5 shall apply.
- 13.6 All acts or omissions of the vendor or the purchaser continue to bind the vendor and the nominee respectively and any deposit money paid by the purchaser must be treated by the vendor as deposit money paid by the nominee.

## 14. Payment of deposit and balance of price

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- 14.1 If deposit monies are required to be paid under the terms of the Contract of Sale the purchaser and the vendor both acknowledge that the vendor's legal representative does operate a Licenced Conveyancer's trust account.
- 14.2 The purchaser and vendor acknowledge that the vendor's legal representative may request that any deposit monies paid under the Contract of Sale are to be made payable to the vendor's legal representative trust account as stakeholder.
- 14.3 Notwithstanding General Condition 10.3, if the balance of price is paid to the Vendor or at the Vendor's direction at a time later than 3:00pm on the date settlement is effected then: -
- (a) Settlement will be deemed to have taken place on the following day; and
  - (b) the Vendor will be entitled without demand to claim default interest

## 15. Cost of cheques

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General Condition 11.6 does not apply to this Contract. The Purchaser is to provide up to 6 bank cheques drawn by an authorised deposit-taking institution that are required by the Vendor at settlement, at the Purchaser's expense.

## 16. Plans and drawings

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The Plans and Drawings of the property attached to the Vendor's Statement, if any, are a guide only and the Vendor gives no representation in relation to these drawings or any permits. If the Purchaser chooses to use these drawings, there is no recourse to the Vendor. The Purchaser acknowledges and understands the planning information attached to the Vendor's Statement and is warned to investigate planning in the relevant planning scheme thoroughly.

## 17. Adjustments

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- 17.1 The Purchaser agrees to provide a copy of all certificates obtained by them to complete any adjustments to the Vendor's representative at the time of submitting the Statement of Adjustments. The Vendor will not be obliged to provide cheque directions until this condition has been complied with.
- 17.2 In the case of Land Tax, any such apportionment shall be calculated on the basis that:
- (a) If the Land is not the only land in which the Vendor is the owner, on a single holding basis; and
  - (b) If the Vendor owns the land as Trustee of a trust within the meaning of the *Land Tax Act, 2005*, on the basis that any applicable surcharge is included.

## **18. Entire Agreement**

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This contract sets out all the terms of this sale. Any promise, condition, representation or warranty which may have been made by the Vendor or by any person on behalf of the Vendor and which is not set out in this contract is negated and withdrawn. The Purchaser acknowledges that there is no other contract agreement or collateral warranty subsisting at the time of signing this contract. This condition operates for the benefit of the Vendor and the Vendor's estate agent and their respective employees, agents and contractors.

## **19. FIRB Approval**

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The Purchaser warrants to the Vendor that either:

- (a) The Purchaser is an Australian resident, or
- (b) The Purchaser has approval from the Treasurer of the Commonwealth of Australia to purchase the property.

## **20. Foreign Resident Capital Gains Withholding**

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- 20.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act, 1953* (Cth) have the same meaning in this Special Condition unless the context requires otherwise.
- 20.2 Every Vendor under this contract is a foreign resident for the purposes of this Special 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.
- 20.3 This Special Condition only applies if the purchaser is required to pay the Commissioner an amount in accordance with Section 14-200(3) or Section 14-234 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 is or will have a market value of \$2 million or more just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act, 1953*(Cth)
- 20.4 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.
- 20.5 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 in this Special Condition; and
  - (b) ensure that the representative does so.
- 20.6 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 Special 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 Special 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.
- 20.7 The representative is taken to have complied with the obligations in Special Condition 21.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
  - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 20.8 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 of settlement.
- 20.9 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 of 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.
- 20.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

**21. Building Inspection**

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The Sale is subject to the Purchaser obtaining a written building report within 7 days of the Purchaser signing this Contract by a Registered Building Inspector. If the report states the phrase "Major Structural Defect" in the context of the said inspection the Purchaser may end this Contract, but only if the Purchaser serves written notice on the Vendor together with a copy of the report within 7 days of the Purchaser signing this Contract. All monies shall be immediately refunded to the Purchaser if the Contract is ended pursuant to this Special Condition.

**22. Pest Inspection**

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This Sale is subject to the Purchaser obtaining a written pest report within 7 days of the Purchaser signing this Contract. If the report expressly states the phrase "Major Pest Infestation" in the context of the said inspection the Purchaser may end this Contract, only if the Purchaser serves written notice on the Vendor together with a copy of the report within 7 days of the Purchaser signing this Contract. All monies shall be immediately refunded to the Purchaser if the Contract is ended pursuant to this Special Condition.

**23. Improvements on the Property and Compliance with Building Regulations**

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- 23.1 Any improvements on the property, including but not limited to, any buildings, alterations or additions, swimming pool or spa as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or in relation to compliance with the Building Act 1993, Victorian Building Regulations, municipal by-laws, relevant statutes and any regulations thereunder or any repealed laws under which the improvements were constructed including the issue or non-issue of Building Permits and/or completion of inspections by the relevant authorities.
- 23.2 In respect to any improvements in accordance with Special Condition 23.1, any failure to comply with any one or more of those laws (or their statutory successors) shall not and shall be deemed not to constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or claim any compensation from the Vendor on that ground.

# General Conditions

Part 2 being Form 2 prescribed by the *Estate Agents (Contracts) Regulations 2008*

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## Title

### 1. ENCUMBRANCES

- 1.1 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 in the crown grant; and
  - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

### 2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 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.
- 2.4 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 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.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 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*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

### 3. IDENTITY OF THE LAND

- 3.1 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.
- 3.2 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.

**4. SERVICES**

- 4.1 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.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

**5. CONSENTS**

The vendor must obtain any necessary consent or licence required for the sale. 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.

**6. TRANSFER**

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

**7. RELEASE OF SECURITY INTEREST**

- 7.1 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.
- 7.2 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 7.4, 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.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
  - (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
  - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 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.
- 7.5 Subject to general condition 7.6, 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.
- 7.6 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 7.5 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(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.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

- 7.10 In addition to ensuring that a release is received under general condition 7.4(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.
- 7.11 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.
- 7.12 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 7.11.
- 7.13 If settlement is delayed under general condition 7.12 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.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

## 8. 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.

## 9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 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.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 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.
- 9.5 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.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

# Money

## 10. SETTLEMENT

- 10.1 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.
- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

## 11. PAYMENT

- 11.1 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.
- 11.2 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.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
  - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
  - (b) by cheque drawn on an authorised deposit-taking institution; or
  - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

## 12. STAKEHOLDING

- 12.1 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 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.
- 12.2 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.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

## 13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) 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
  - (b) if 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
  - (c) if 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.
- 13.2 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 the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 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.
- 13.5 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.
- 13.6 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.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 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.

**14. LOAN**

- 14.1 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.
- 14.2 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.
  - (e) the Purchaser must supply a copy of the Financial Institution Formal Decline Letter.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

**15. ADJUSTMENTS**

- 15.1 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.
- 15.2 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.

**Transactional**

**16. TIME**

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

**17. SERVICE**

- 17.1 Any document sent by—
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
  - (b) 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*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
  - (b) by pre-paid post; or
  - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
  - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

**18. 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.

**19. 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.

**20. 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.

**21. NOTICES**

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

**22. 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.

**23. TERMS CONTRACT**

23.1 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.

23.2 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.

**24. LOSS OR DAMAGE BEFORE SETTLEMENT**

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

24.2 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.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 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 24.2 at settlement.

24.5 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.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

**25. 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

### 26. 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 on any money owing under the contract during the period of default, without affecting any other rights of the offended party.

### 27. DEFAULT NOTICE

27.1 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.

27.2 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.

### 28. DEFAULT NOT REMEDIED

28.1 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.

28.2 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.

28.3 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.

28.4 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.

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

**Guarantee**

The following guarantee shall be executed by each person who executed this Contract for and on behalf of the purchaser (if not the same person) and be each Director of the purchaser (if the purchaser is a Corporation):

I/We, \_\_\_\_\_ of \_\_\_\_\_  
and \_\_\_\_\_ of \_\_\_\_\_

(hereinafter called the "Guarantors") IN CONSIDERATION of the within-named vendor selling to the within-named purchaser(s) at our request the land described in the within Contract for the price and upon the terms and conditions contained therein DO HEREBY 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 or residue of purchase money or interest or any other moneys payable by the purchaser(s) to the vendor under the within Contract or in the performance or observance of any term or condition of the within Contract to be performed by the purchaser(s) I/we will forthwith on demand by the vendor pay to the vendor the whole of the deposit money, residue or purchase money, interest or other moneys which shall be due and payable to the vendor and hereby indemnify and agree to keep the vendor indemnified against all loss of deposit money, residue or 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(s). This Guarantee is a continuing Guarantee and Indemnity and shall not be released or the Guarantors liability diminished 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(s) 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 us, our executors or administrators or diminishing our liability.

IN WITNESS whereof the parties hereto have set their hands and seals the \_\_\_\_\_ day of \_\_\_\_\_

SIGNED SEALED AND DELIVERED by the said \_\_\_\_\_ )  
\_\_\_\_\_)  
\_\_\_\_\_) .....

In the presence of \_\_\_\_\_

..... witness

SIGNED SEALED AND DELIVERED by the said \_\_\_\_\_ )  
\_\_\_\_\_)  
\_\_\_\_\_) .....

In the presence of \_\_\_\_\_

..... witness

DATED

2023

**ELIZABETH HAZEL GRACE KING**

to

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**CONTRACT OF SALE OF REAL ESTATE**

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**Property: Apartment 105, 17-21 Queen Street, Blackburn VIC**

**Silverthorn Conveyancing**

PO Box 4386  
LANGWARRIN VIC 3910  
Tel: 03 8743 1068  
Fax: 03 8732 0235  
Ref: JK:RK:236636

# 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.

<b>Land</b>	APARTMENT 105, 17-21 QUEEN STREET, BLACKBURN VIC 3130
-------------	---

Vendor's name	Elizabeth Hazel Grace King	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:

\$

OR

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

**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

OR

Is as follows:

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

**None to the Vendors knowledge**

**3.2 Road Access**

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

**3.3 Designated Bushfire Prone Area**

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

**3.4 Planning Scheme**

Attached is a certificate with the required specified information.

OR

The required specified information is as follows:

- (a) Name of planning scheme
- (b) Name of responsible authority
- (c) Zoning of the land
- (d) Name of planning overlay

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

**4. NOTICES**

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

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

Are contained in the attached certificates and/or statements

OR

Are as follows

**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:

**Not applicable**

**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:

**Not applicable**

**5. BUILDING PERMITS**

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

Are contained in the attached certificate

OR

Are as follows:

**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*.

OR

6.2  Attached is the information prescribed for the purposes of section 151(4)(a) of the *Owners Corporations Act 2006* and the copy documents specified in section 151(4)(b)(i) and (iii) of that Act.

OR

6.3  The owners corporation is an inactive owners corporation.

**7. SERVICES**

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

Electricity supply <input type="checkbox"/>	Gas supply <input type="checkbox"/>	Water supply <input type="checkbox"/>	Sewerage <input type="checkbox"/>	Telephone services <input type="checkbox"/>
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## 8. TITLE

Attached are copies of the following documents:

8.1  (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.

OR

(b) **General Law Title**

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

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

## 10. SUBDIVISION

### 10.1 Unregistered Subdivision

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

**Not applicable**

## 11. 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.)*

**As attached**

## 12. ATTACHMENTS

Title Search – Volume 11824 Folio 148
Plan of Subdivision – 714009B
Vicplan Property Planning Report
Whitehorse City Council Land Information Certificate
South East Water Information Statement
Residential Tenancy Agreement
Owners Corporation Certificate and attachments
Vic Roads Certificate
Land Tax Certificate
Notice to Purchaser
Due Diligence Checklist

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

Page 1 of 2

VOLUME 11824 FOLIO 148

Security no : 124105195232K  
Produced 05/04/2023 02:11 PM

### LAND DESCRIPTION

Lot 105 on Plan of Subdivision 714009B.

PARENT TITLES :

Volume 04695 Folio 835

Volume 06534 Folio 797 to Volume 06534 Folio 798

Volume 10950 Folio 691 Volume 11158 Folio 272

Created by instrument PS714009B 06/10/2016

### REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

ELIZABETH HAZEL GRACE KING of 10 BRIGHT CRESCENT MOUNT ELIZA VIC 3930

AN224289N 27/10/2016

### ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV066391G 26/11/2021

HSBC BANK AUSTRALIA LTD

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

### DIAGRAM LOCATION

SEE PS714009B 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 21 QUEEN STREET BLACKBURN VIC 3130

### ADMINISTRATIVE NOTICES

NIL

eCT Control 18478R FIRST LEGAL

Effective from 26/11/2021

### OWNERS CORPORATIONS

The land in this folio is affected by

OWNERS CORPORATION 1 PLAN NO. PS714009B

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

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Page 2 of 2

DOCUMENT END



# Imaged Document Cover Sheet

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Document Type	<b>Plan</b>
Document Identification	<b>PS714009B</b>
Number of Pages (excluding this cover sheet)	<b>29</b>
Document Assembled	<b>05/04/2023 14:15</b>

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<b>PLAN OF SUBDIVISION</b>	EDITION 1	<b>PS 714009 B</b>
----------------------------	-----------	--------------------

<p><b>LOCATION OF LAND</b></p> <p>PARISH: <b>NUNAWADING</b></p> <p>TOWNSHIP: -----</p> <p>SECTION: -----</p> <p>CROWN ALLOTMENT: -----</p> <p>CROWN PORTION: <b>83 (PART)</b></p> <p>TITLE REFERENCE: <b>Vol.4695 Fol.835</b>  <b>Vol.6534 Fol.798</b>  <b>Vol.6534 Fol.797</b>  <b>Vol.10950 Fol.691</b>  <b>Vol.11158 Fol.272</b></p> <p>LAST PLAN REFERENCE: <b>LP 3131</b></p> <p>POSTAL ADDRESS: <b>17-21 QUEEN STREET</b>  (at time of subdivision) <b>BLACKBURN 3130</b></p> <p>MGA CO-ORDINATES: E: <b>337310</b> ZONE: <b>55</b>  (of approx centre of land in plan) N: <b>5812640</b> GDA 94</p>	<p>Council Name: Whitehorse City Council</p> <p>Council Reference Number: CRT/6085  Planning Permit Reference: WH/2015/602  SPEAR Reference Number: S071289C</p> <p>Certification</p> <p>This plan is certified under section 6 of the Subdivision Act 1988</p> <p>Statement of Compliance</p> <p>This is a statement of compliance issued under section 21 of the Subdivision Act 1988</p> <p>Public Open Space</p> <p>A requirement for public open space under section 18 of the Subdivision Act 1988 Has been made and the requirement has been satisfied at Certification</p> <p>Digitally signed by: Aileen Lam for Whitehorse City Council on 29/08/2016</p>
--	---

**VESTING OF ROADS AND/OR RESERVES**

IDENTIFIER	COUNCIL/BODY/PERSON	
NIL	NIL	<b>NOTATIONS</b>

<p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS  For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.</p>	<p>THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR, BALUSTRADE WHICH DEFINE BOUNDARIES ARE CONTAINED WITHIN COMMON PROPERTY No.1.</p> <p>ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1.</p> <p>THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.</p>
---	--

**NOTATIONS**


<p>DEPTH LIMITATION NIL.</p> <p><b>SURVEY:</b>  This plan is based on survey.</p> <p><b>STAGING:</b>  This is not a staged subdivision.  Planning Permit No.  This survey has been connected to permanent marks No(s). Nunawading PM 873</p> <p>In Proclaimed Survey Area No.</p> <p>~~~~~ Defines a feature, not a boundary.</p>	<p>COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT LOTS LG01, LG02, G01-G19 (INCLUSIVE), 22-36 (INCLUSIVE), 101-120 (INCLUSIVE), 201-219 (INCLUSIVE), 301-315 (INCLUSIVE) AND 401-407 (INCLUSIVE).</p> <p>LOTS 1-21, 37 TO 100, 121 TO 200, 220 TO 300 AND 316-400 HAVE BEEN OMITTED FROM THIS PLAN.</p> <p>BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS</p> <p>LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:  Interior Face      All boundaries</p> <p>DIMENSIONS SHOWN THUS *3.02 ARE MEASURED TO THE EXTERNAL FACE.</p>
---	--

**EASEMENT INFORMATION**

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

Easements & Rights pursuant to Section 12(2) of the Subdivision Act 1988 apply to the land in this plan.

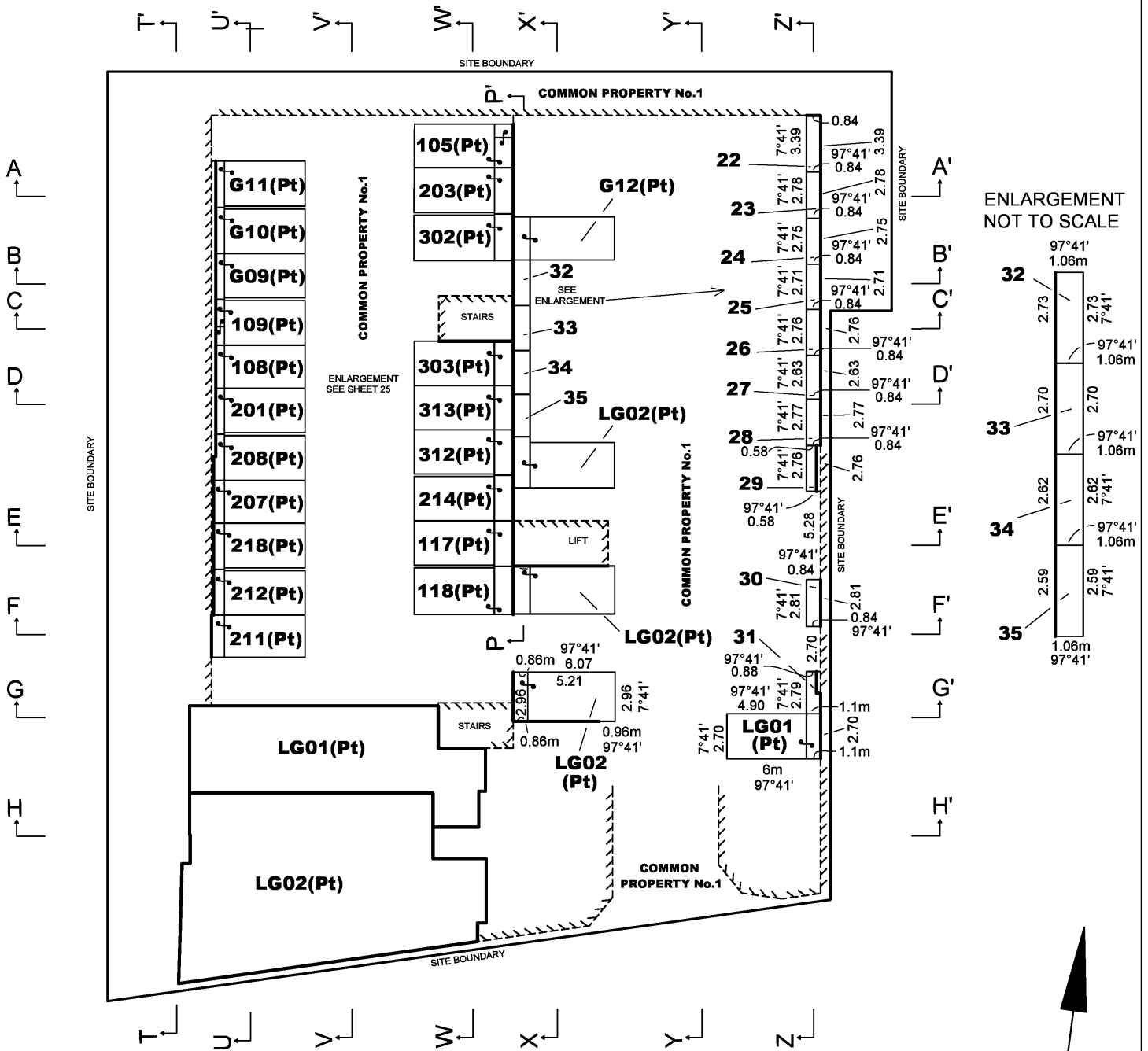
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	AS PROVIDED FOR IN SECTION 207(C) OF THE LGA 1989	3.66	SECTION 207(C) OF THE LGA 1989	YARRA VALLEY WATER

<p><b>AMS CONSULTING LAND SURVEYORS</b>  SUITE 12, 42-50 STUD ROAD, BAYSWATER, 3153  PO BOX 6141, WANTIRNA MALL, 3152  TELEPHONE: (03) 9720 5001  FACSIMILE: (03) 9720 5001  MOBILE: 0418 361 193  EMAIL: amso@bigpond.net.au</p> <div style="text-align: center;">   ACN 058 815 993 </div>	<p>SURVEYORS FILE REF: <b>3203</b>  3203SPEARSUBDVER4LRS.dwg</p> <p>Digitally signed by: Andrew Malcolm Smith (AMS Pty Ltd),  Surveyor's Plan Version (Version 4),  19/08/2016 Amended: 05/10/2016</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 1 OF 29</p>
<p>PLAN REGISTERED  TIME: 8.35 DATE: 06/10/2016  Ian R Mcleod  Assistant Registrar of Titles</p>			

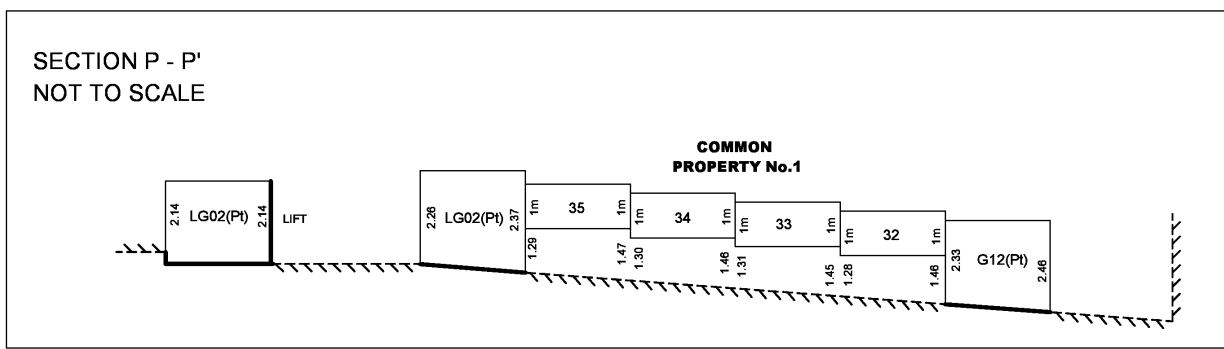
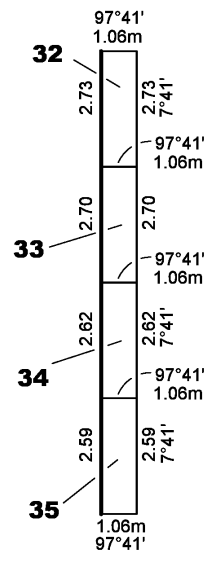


**DIAGRAM 2**  
LOWER GROUND FLOOR

**PS 714009 B**



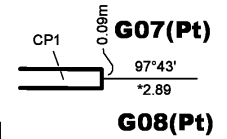
ENLARGEMENT  
NOT TO SCALE



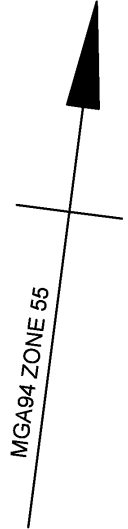
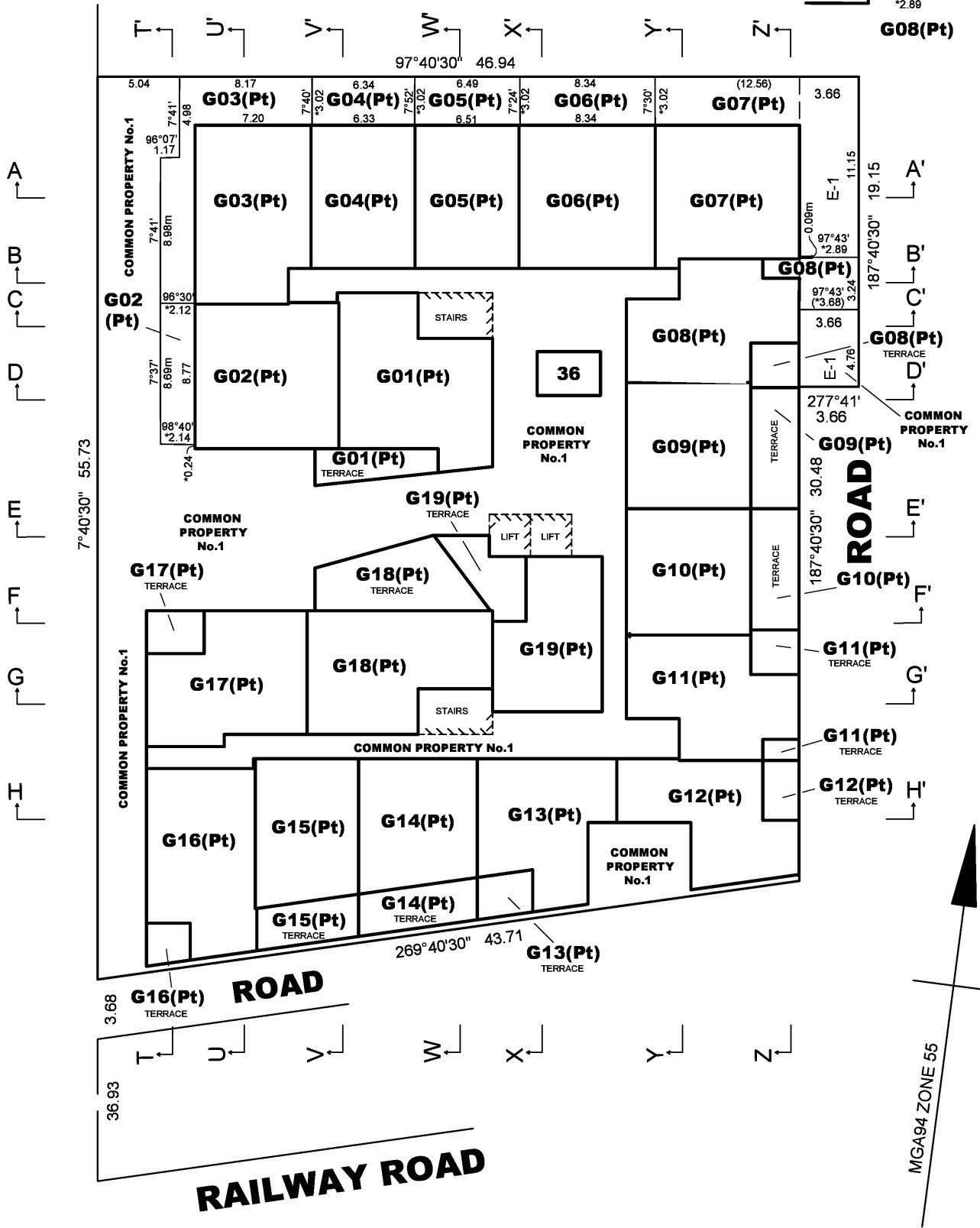
**PS 714009 B**

**DIAGRAM 3**  
GROUND FLOOR & GROUND STOREY

ENLARGEMENT



**QUEEN STREET**



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EMAIL: amso@bigpond.net.au



ACN 058 815 993

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2.5 0 2.5 5 7.5 10  
LENGTHS ARE IN METRES

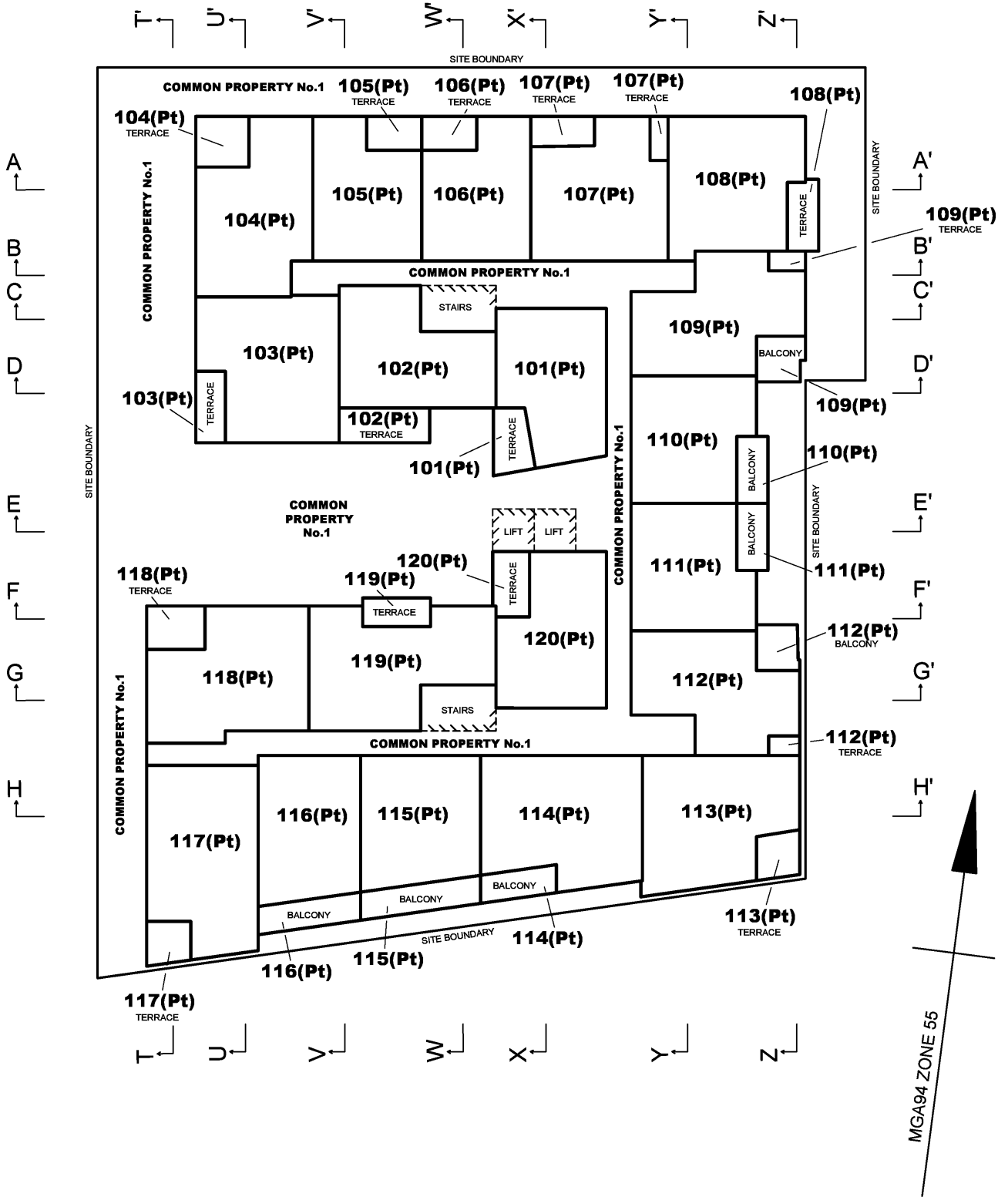
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SHEET 4

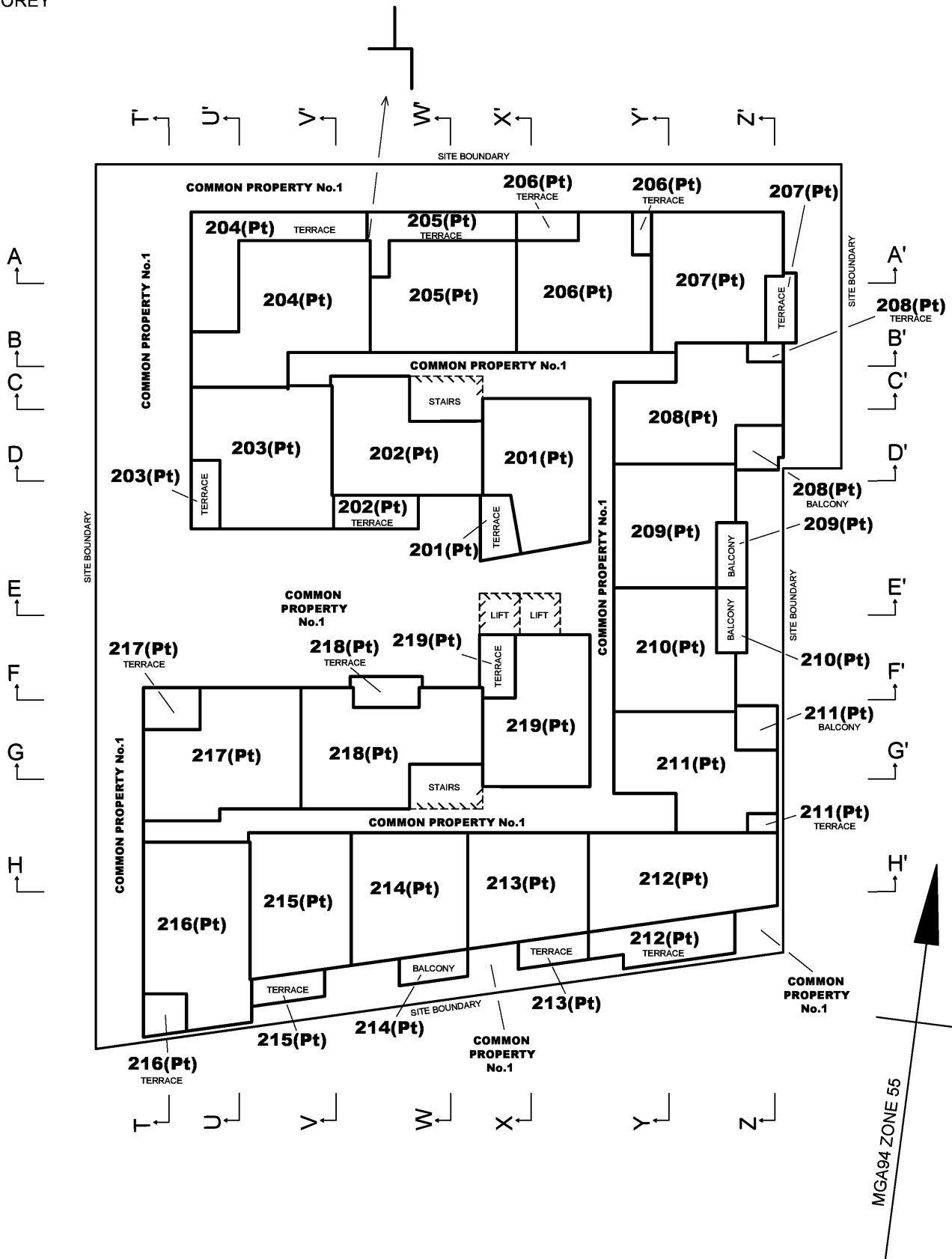
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**DIAGRAM 4**  
FIRST STOREY



**PS 714009 B**

**DIAGRAM 5  
SECOND STOREY**



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SCALE 1:250  
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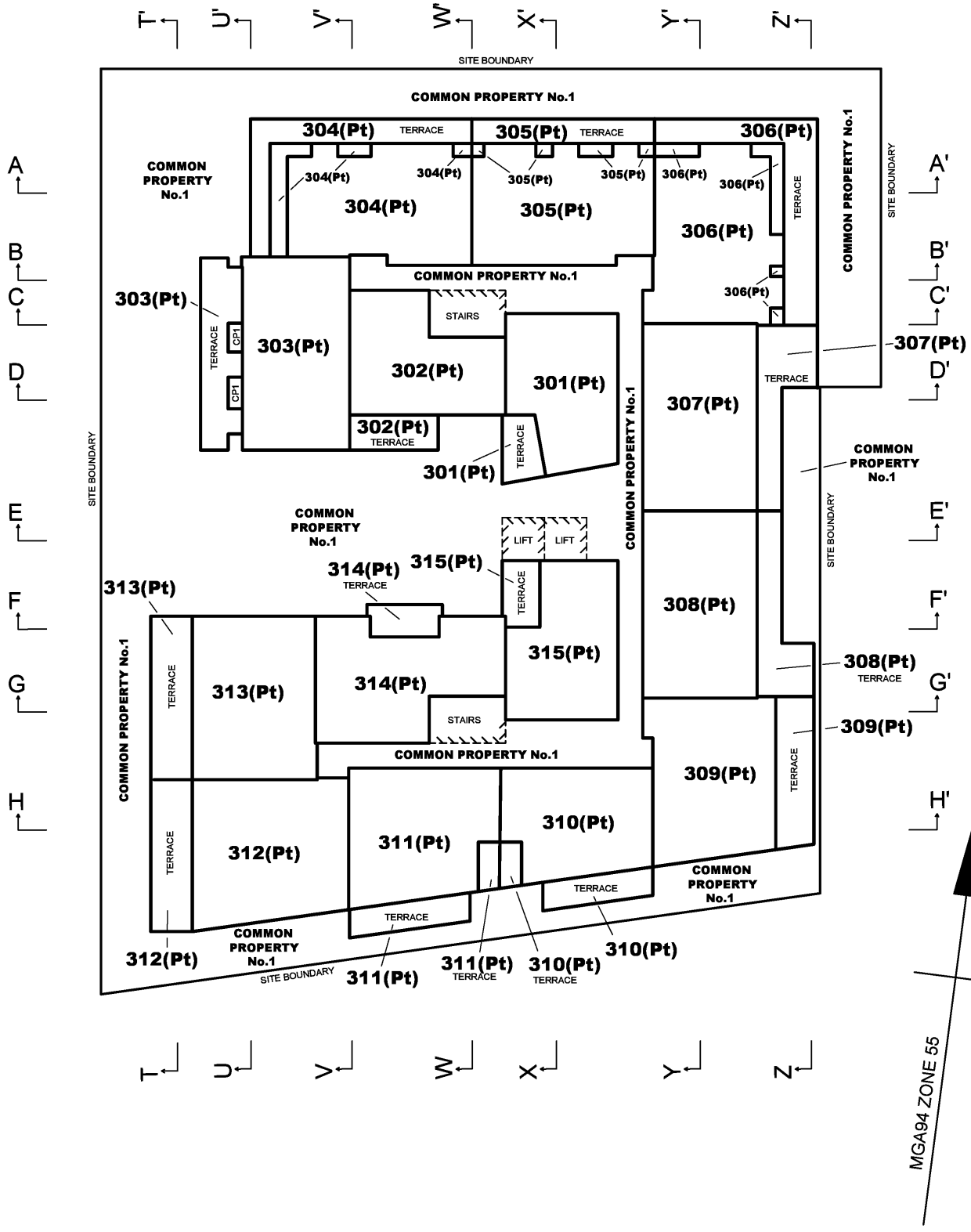
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SHEET 6

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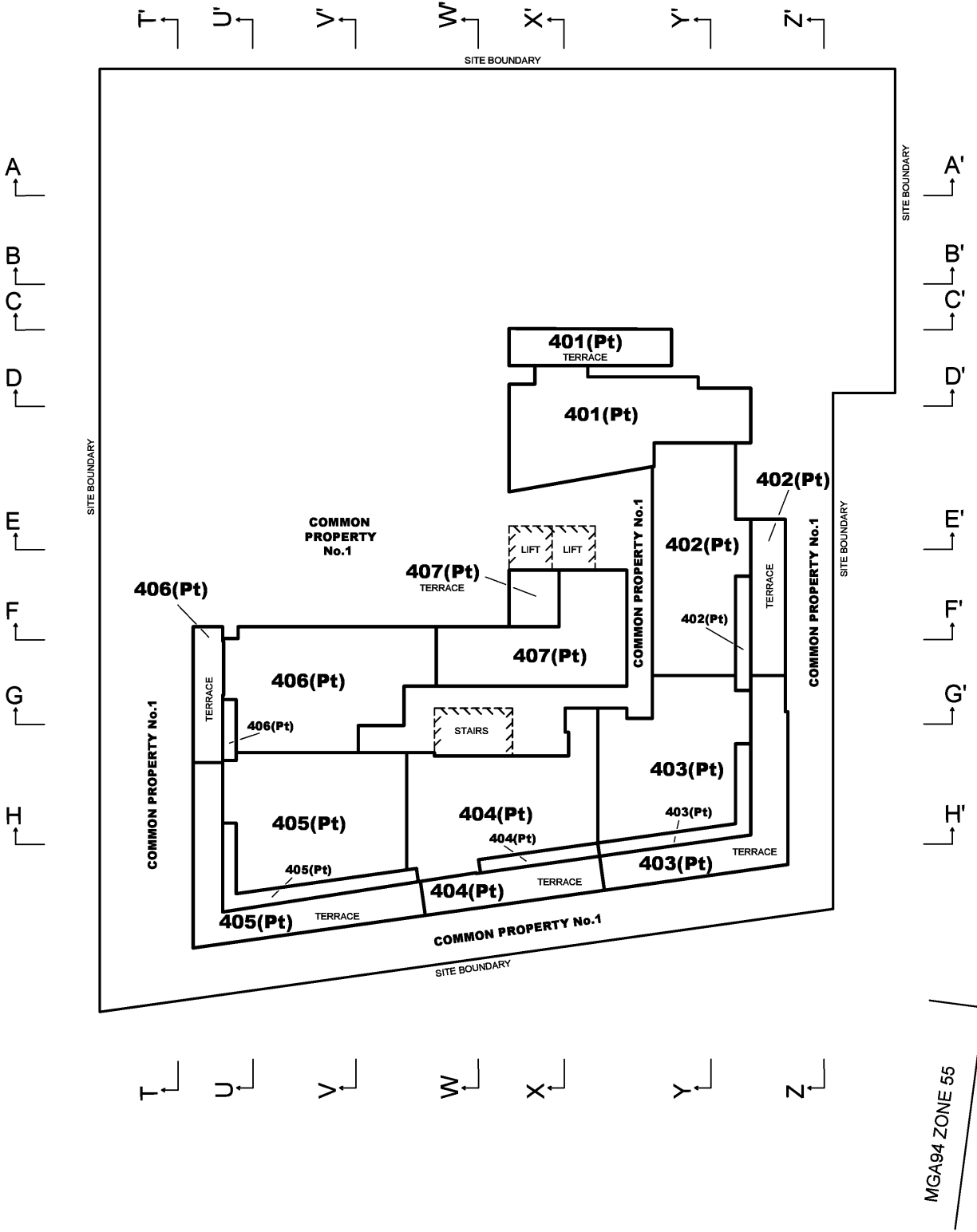
REF: 3203 3203SPEARSUBDVER4LRS.dwg

**DIAGRAM 6**  
THIRD STOREY



**PS 714009 B**

**DIAGRAM 7**  
TOPMOST STOREY



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MOBILE: 0418 361 193  
EMAIL: amso@bigpond.net.au  
**REF: 3203 3203SPEARSUBDVER4LRS.dwg**



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LENGTHS ARE IN METRES

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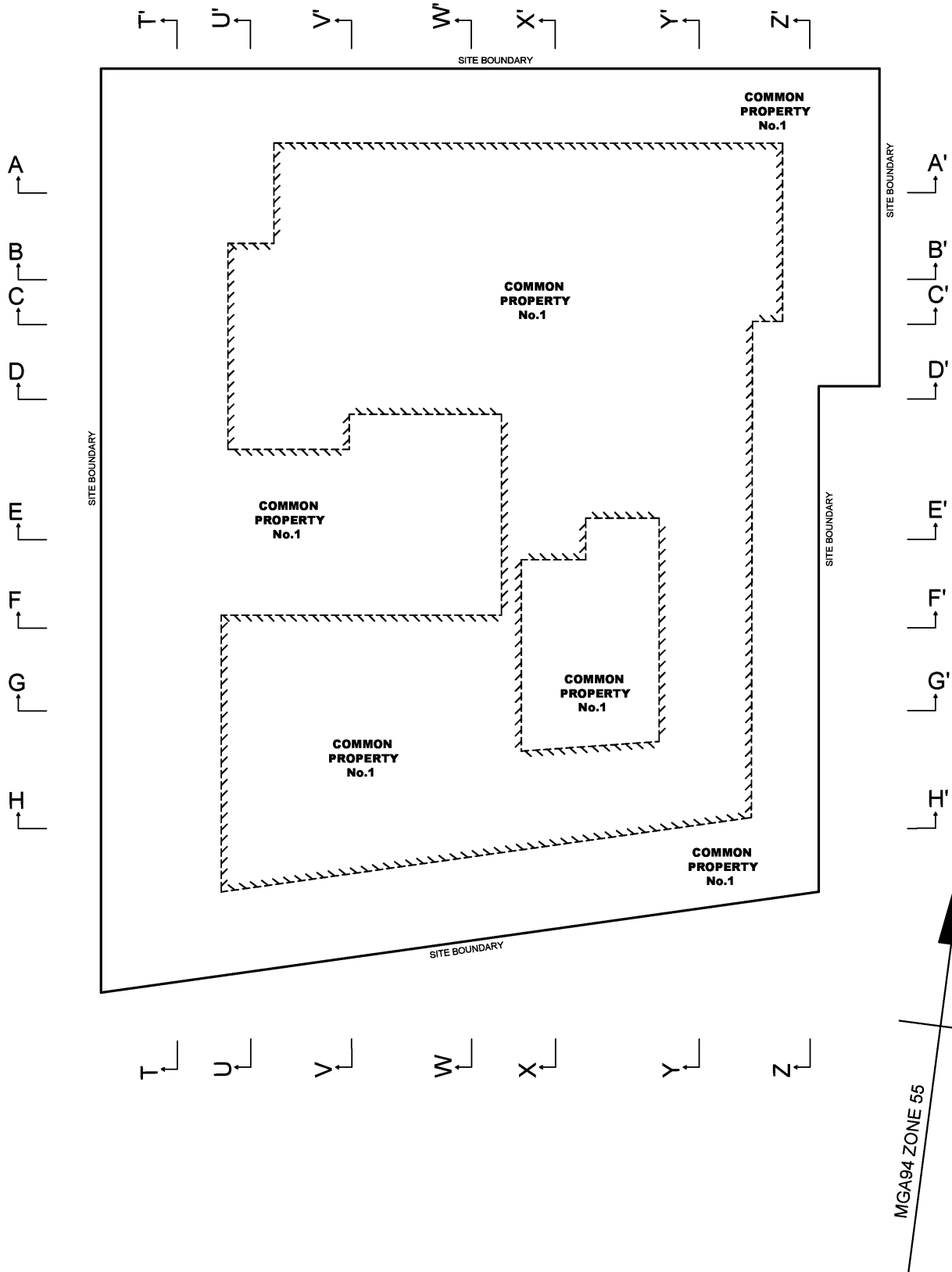
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**SHEET 8**

**PS 714009 B**

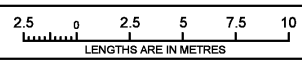
**DIAGRAM 8**  
ROOF



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SCALE  
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ORIGINAL SHEET  
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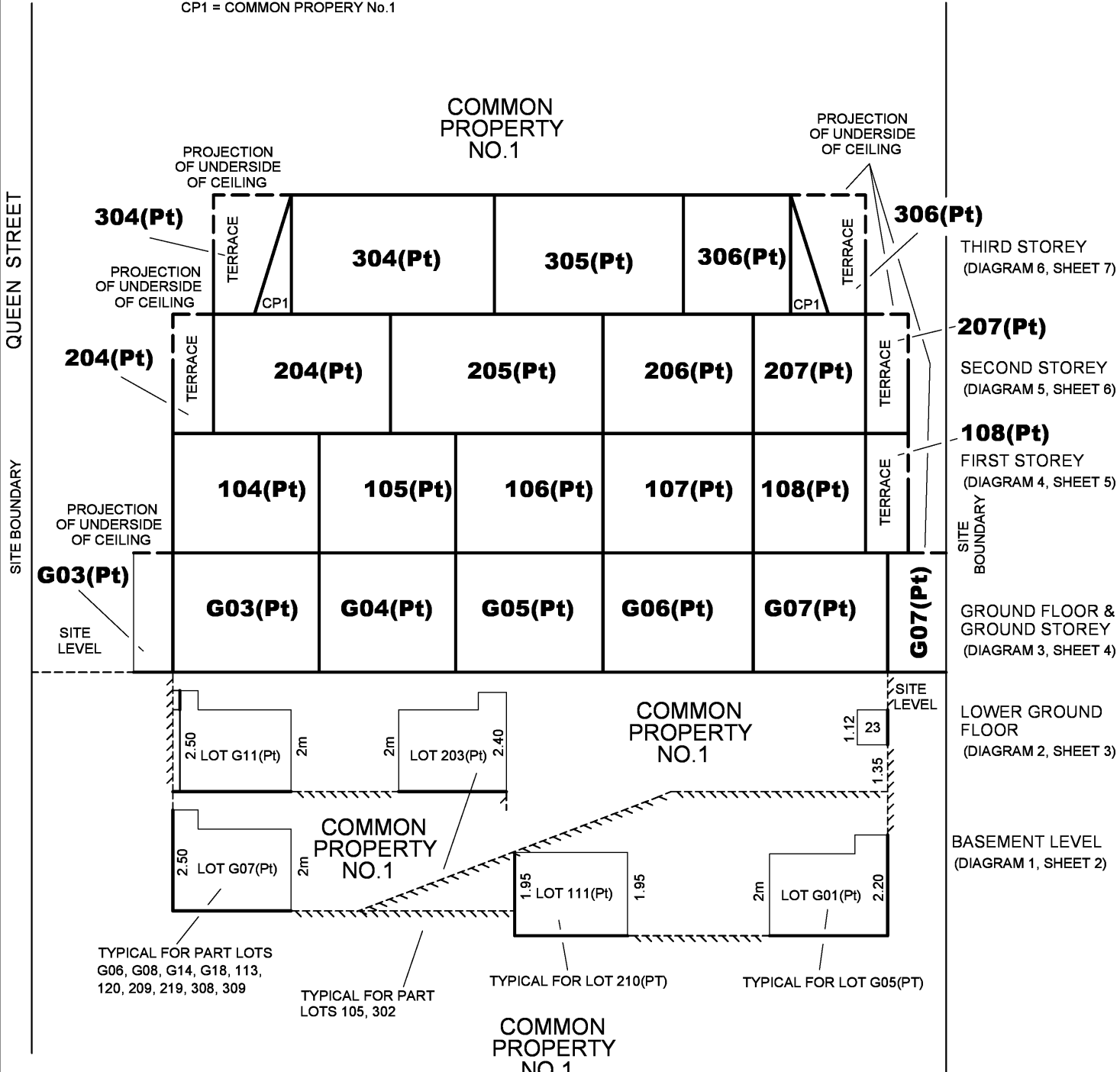
SHEET 9

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**DIAGRAM 9**  
 TYPICAL SECTION A - A'  
 NOT TO SCALE

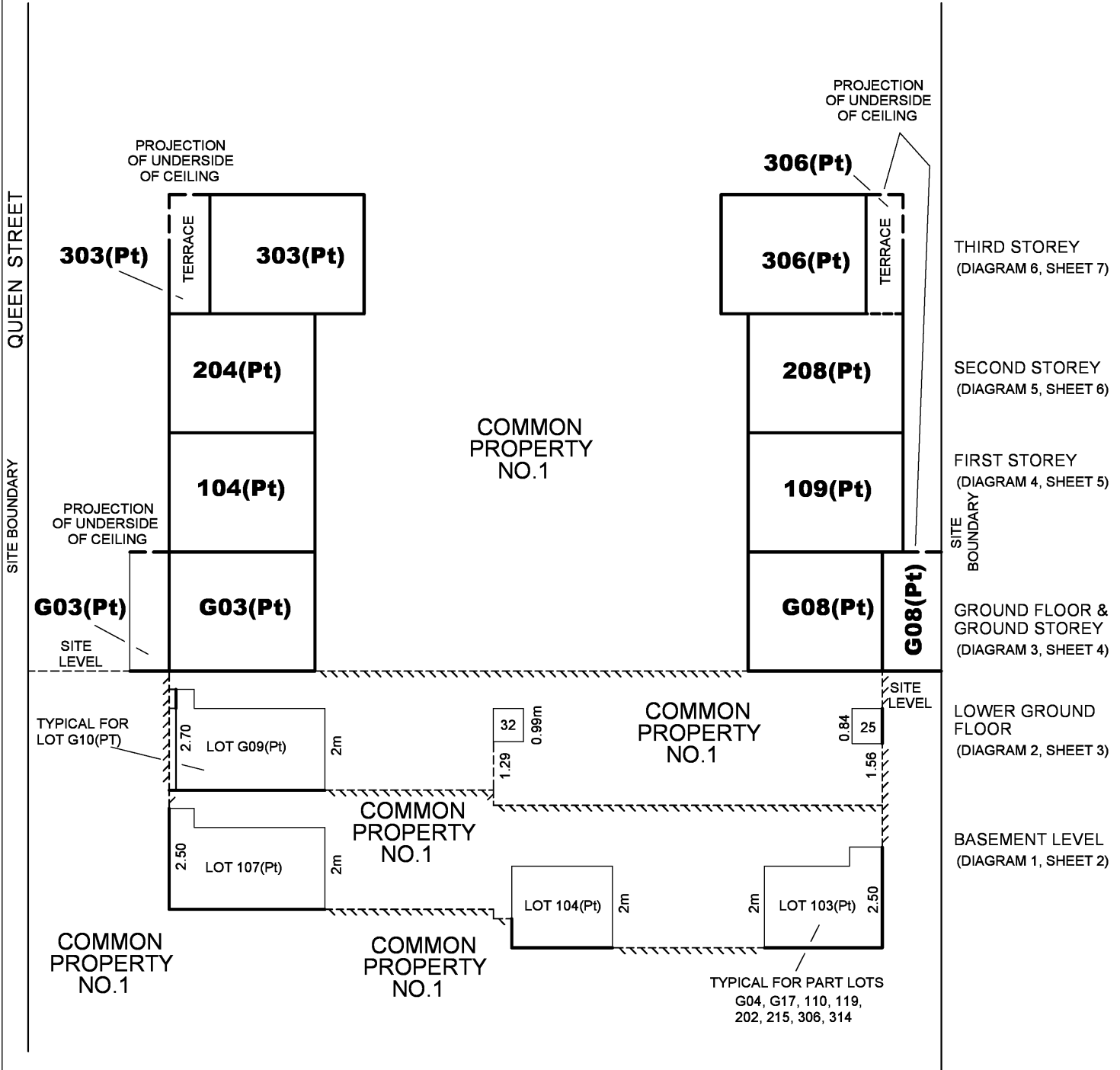
CP1 = COMMON PROPERTY No.1



**PS 714009 B**

**DIAGRAM 10**

TYPICAL SECTION B - B'  
NOT TO SCALE



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REF: 3203 3203SPEARSUBDVER4LRS.dwg

SCALE

NOT TO SCALE  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 11

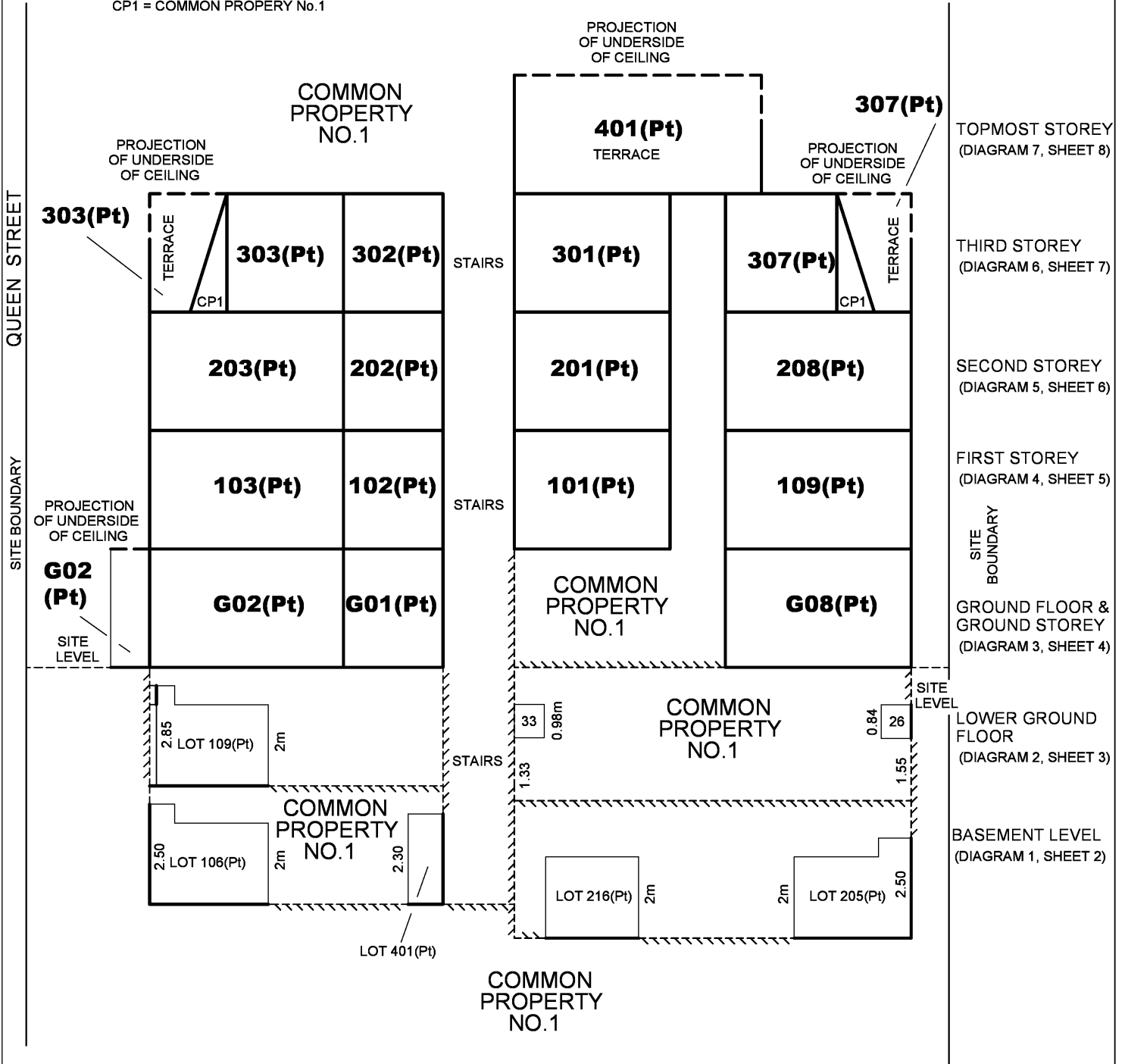
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**PS 714009 B**

**DIAGRAM 11**  
SECTION C - C'  
NOT TO SCALE

CP1 = COMMON PROPERTY No.1



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SCALE

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LENGTHS ARE IN METRES

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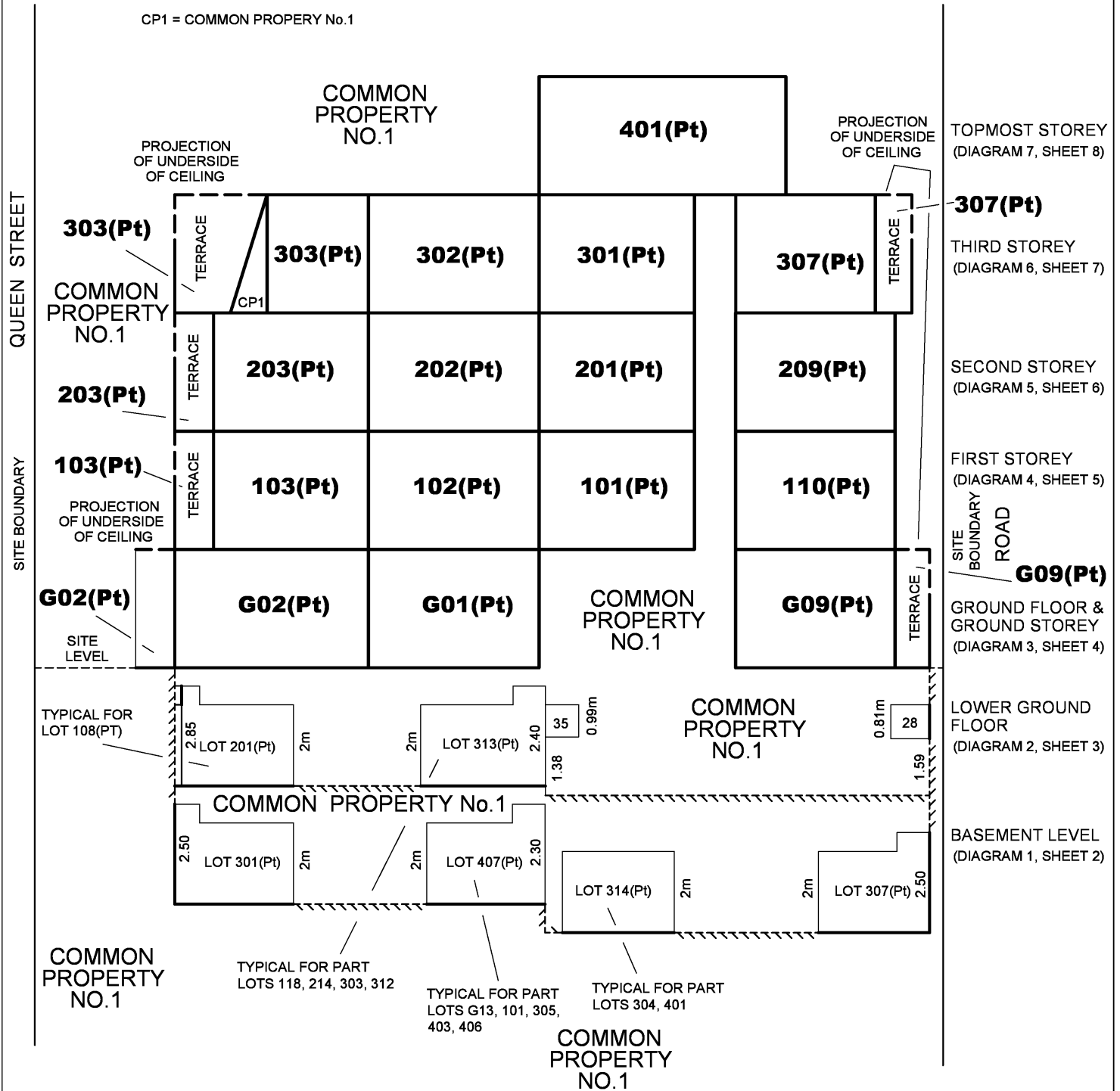
SHEET 12

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**PS 714009 B**

**DIAGRAM 12**  
 TYPICAL SECTION D - D'  
 NOT TO SCALE





**PS 714009 B**

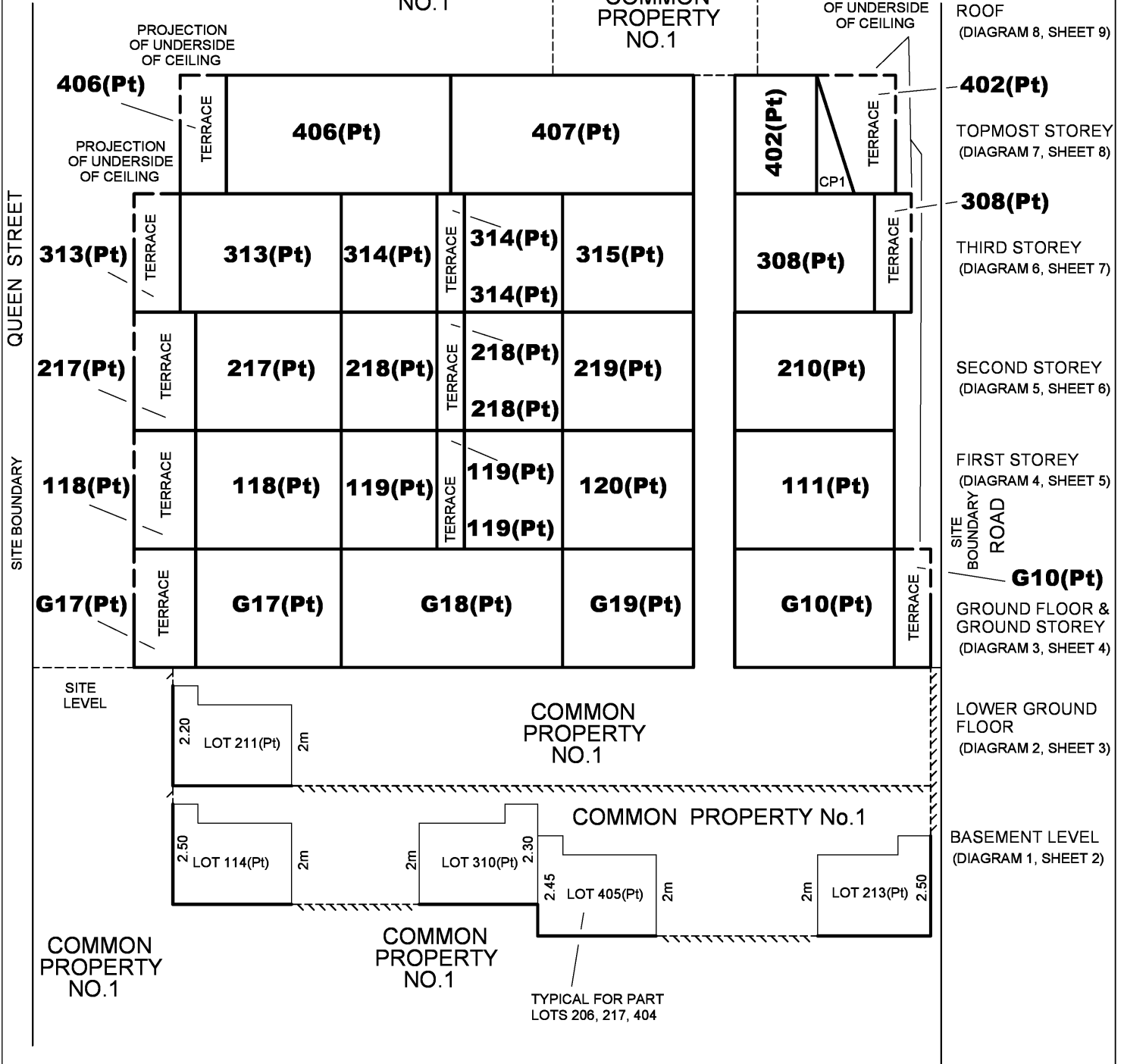
**DIAGRAM 14**

TYPICAL SECTION F - F'  
NOT TO SCALE

CP1 = COMMON PROPERTY No.1

COMMON PROPERTY NO.1

COMMON PROPERTY NO.1



QUEEN STREET  
SITE BOUNDARY

ROOF (DIAGRAM 8, SHEET 9)  
TOPMOST STOREY (DIAGRAM 7, SHEET 8)  
THIRD STOREY (DIAGRAM 6, SHEET 7)  
SECOND STOREY (DIAGRAM 5, SHEET 6)  
FIRST STOREY (DIAGRAM 4, SHEET 5)  
SITE BOUNDARY ROAD  
GROUND FLOOR & GROUND STOREY (DIAGRAM 3, SHEET 4)  
LOWER GROUND FLOOR (DIAGRAM 2, SHEET 3)  
BASEMENT LEVEL (DIAGRAM 1, SHEET 2)

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SCALE NOT TO SCALE  
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ORIGINAL SHEET SIZE: A3 SHEET 15  
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29/08/2016,  
SPEAR Ref: S071289C

**PS 714009 B**

**DIAGRAM 15**  
SECTION G - G'  
NOT TO SCALE

CP1 = COMMON PROPERTY No.1

COMMON PROPERTY NO.1

COMMON PROPERTY NO.1

PROJECTION OF UNDERSIDE OF CEILING

ROOF (DIAGRAM 8, SHEET 9)

**403(Pt)**

TOPMOST STOREY (DIAGRAM 7, SHEET 8)

**309(Pt)**

THIRD STOREY (DIAGRAM 6, SHEET 7)

SECOND STOREY (DIAGRAM 5, SHEET 6)

FIRST STOREY (DIAGRAM 4, SHEET 5)

GROUND FLOOR & GROUND STOREY (DIAGRAM 3, SHEET 4)

LOWER GROUND FLOOR (DIAGRAM 2, SHEET 3)

BASEMENT LEVEL (DIAGRAM 1, SHEET 2)

QUEEN STREET  
SITE BOUNDARY

SITE BOUNDARY ROAD

PROJECTION OF UNDERSIDE OF CEILING

**406(Pt)**

**406(Pt)**

PROJECTION OF UNDERSIDE OF CEILING

**313(Pt)**

**314(Pt)**

**313(Pt)**

**217(Pt)**

**218(Pt)**

**118(Pt)**

**119(Pt)**

**G17(Pt)**

**G18(Pt)**

**LG01(Pt)**

COMMON PROPERTY NO.1

LOT 112(Pt)

COMMON PROPERTY NO.1

STAIRS

STAIRS

STAIRS

STAIRS

**404(Pt)**

**403(Pt)**

**315(Pt)**

**309(Pt)**

**219(Pt)**

**211(Pt)**

**120(Pt)**

**112(Pt)**

**G19(Pt)**

**G11(Pt)**

COMMON PROPERTY NO.1

COMMON PROPERTY No.1

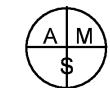
2.20 LOT LG02(Pt) 2m

2m LOT LG01(Pt) 2.30

2.45 LOT 204(Pt) 2m

2m LOT 115(Pt) 2.50

SITE LEVEL



ACN 058 815 993

SCALE

NOT TO SCALE  
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 16

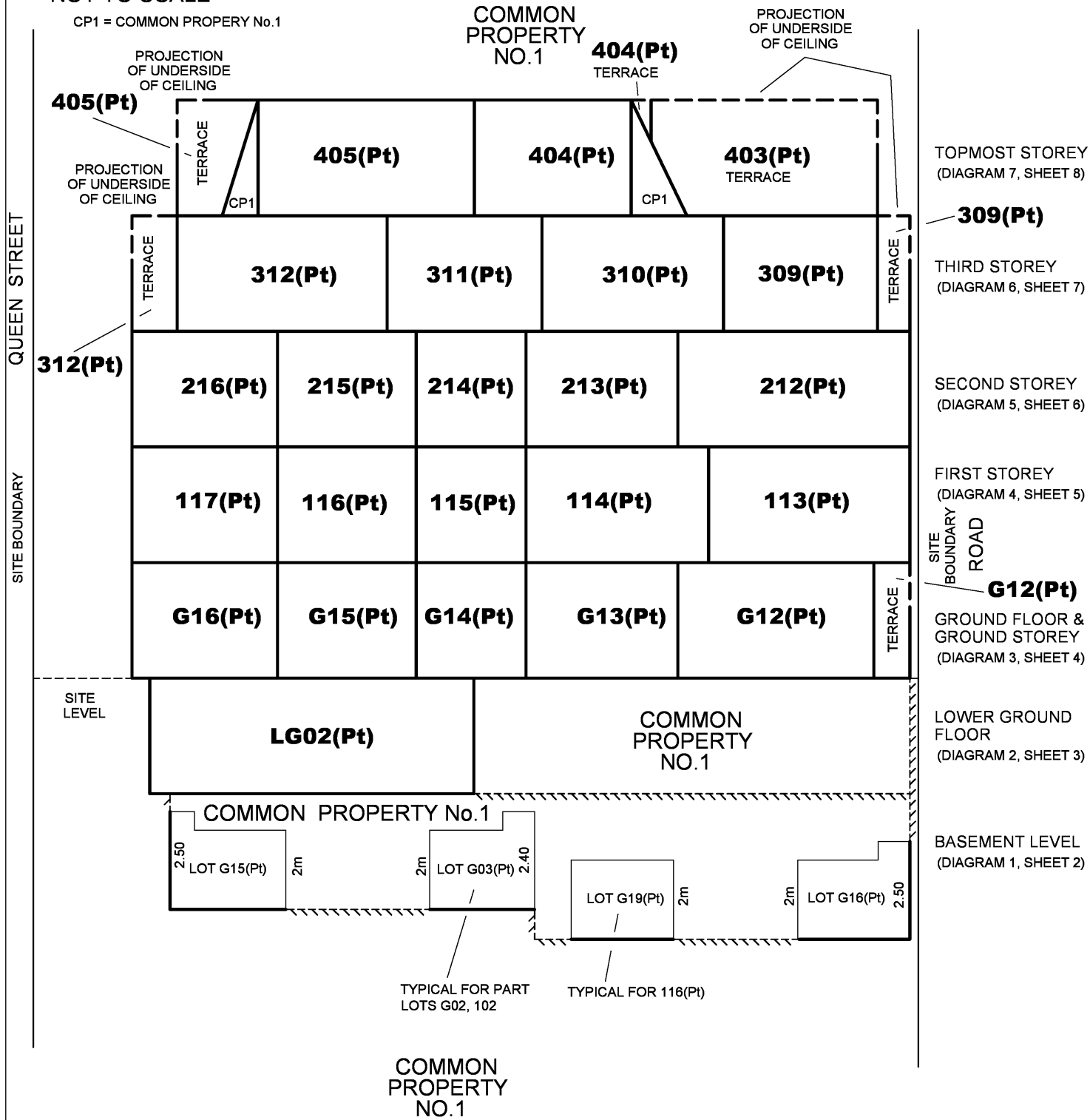
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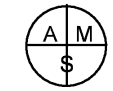
**DIAGRAM 16**  
 TYPICAL SECTION H - H'  
 NOT TO SCALE

CP1 = COMMON PROPERTY No.1



**COMMON PROPERTY NO.1**

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 EMAIL: amso@bigpond.net.au



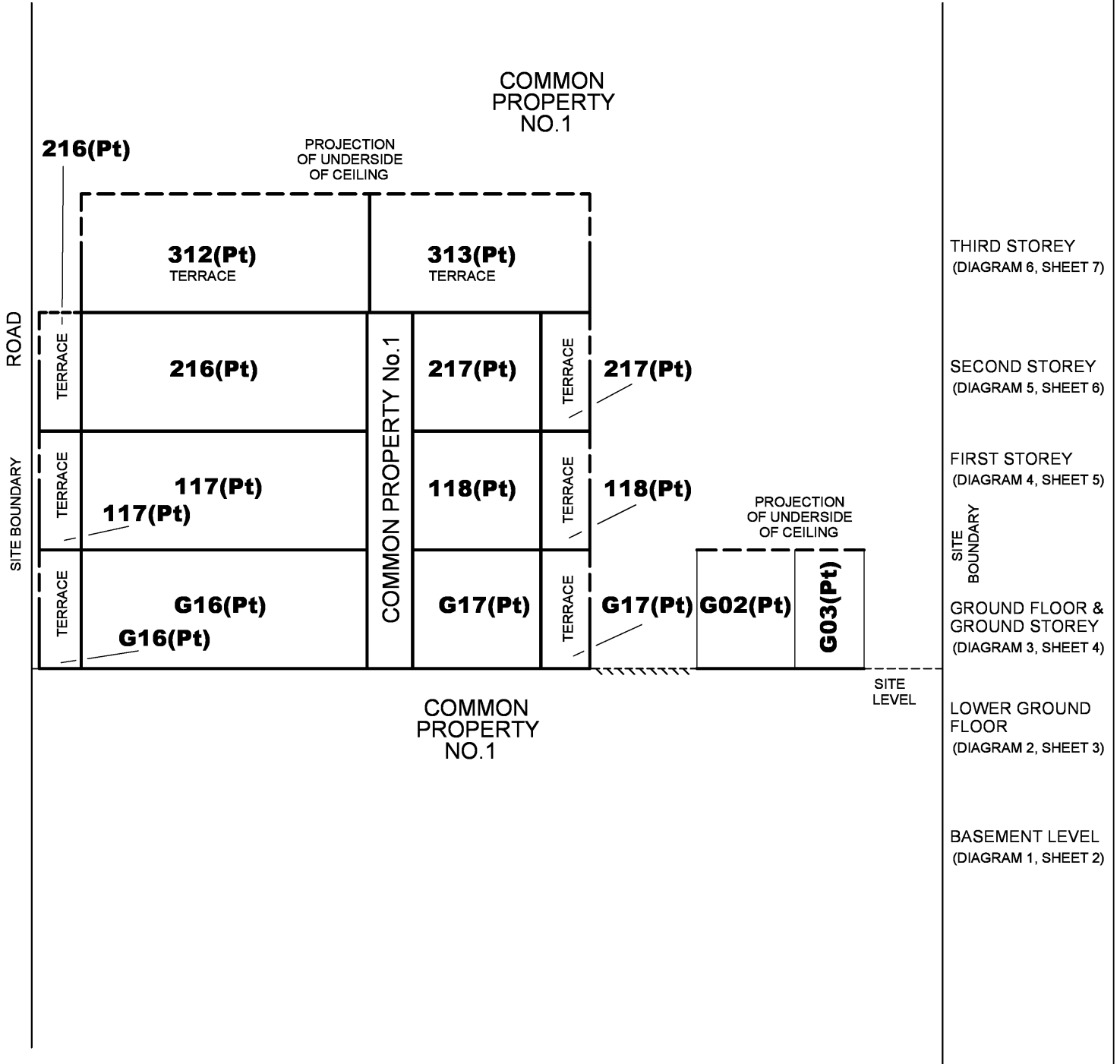
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**REF: 3203** 3203SPEARSUBDVER4LRS.dwg

SCALE	NOT TO SCALE LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 17
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**PS 714009 B**

**DIAGRAM 17**  
SECTION T - T'  
NOT TO SCALE



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ACN 058 815 993

**REF: 3203** 3203SPEARSUBDVER4LRS.dwg

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LENGTHS ARE IN METRES

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<b>ORIGINAL SHEET SIZE: A3</b>	<b>SHEET 18</b>
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**PS 714009 B**

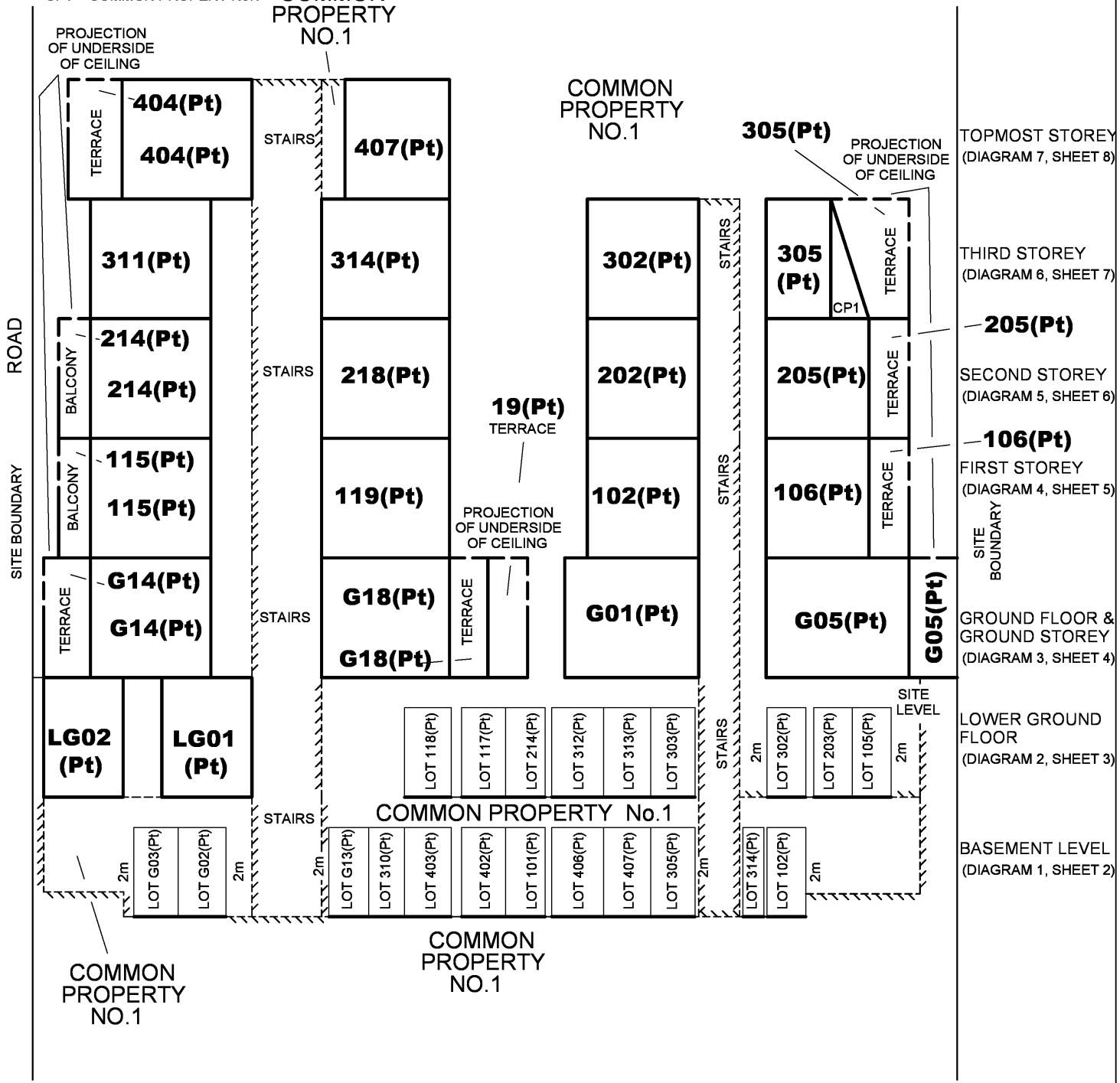
**DIAGRAM 20**

SECTION W - W'  
NOT TO SCALE

CP1 = COMMON PROPERTY No.1

COMMON PROPERTY NO.1

COMMON PROPERTY NO.1



TOPMOST STOREY  
(DIAGRAM 7, SHEET 8)

THIRD STOREY  
(DIAGRAM 6, SHEET 7)

— 205(Pt)

SECOND STOREY  
(DIAGRAM 5, SHEET 6)

— 106(Pt)

FIRST STOREY  
(DIAGRAM 4, SHEET 5)

SITE BOUNDARY

GROUND FLOOR &  
GROUND STOREY  
(DIAGRAM 3, SHEET 4)

LOWER GROUND  
FLOOR  
(DIAGRAM 2, SHEET 3)

BASEMENT LEVEL  
(DIAGRAM 1, SHEET 2)



ACN 058 815 993

REF: 3203 3203SPEARSUBDVER4LRS.dwg

SCALE

NOT TO SCALE  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 21

Digitally signed by: Andrew Malcolm Smith (AMS Pty Ltd),  
Surveyor's Plan Version (Version 4),  
19/08/2016 Amended: 05/10/2016

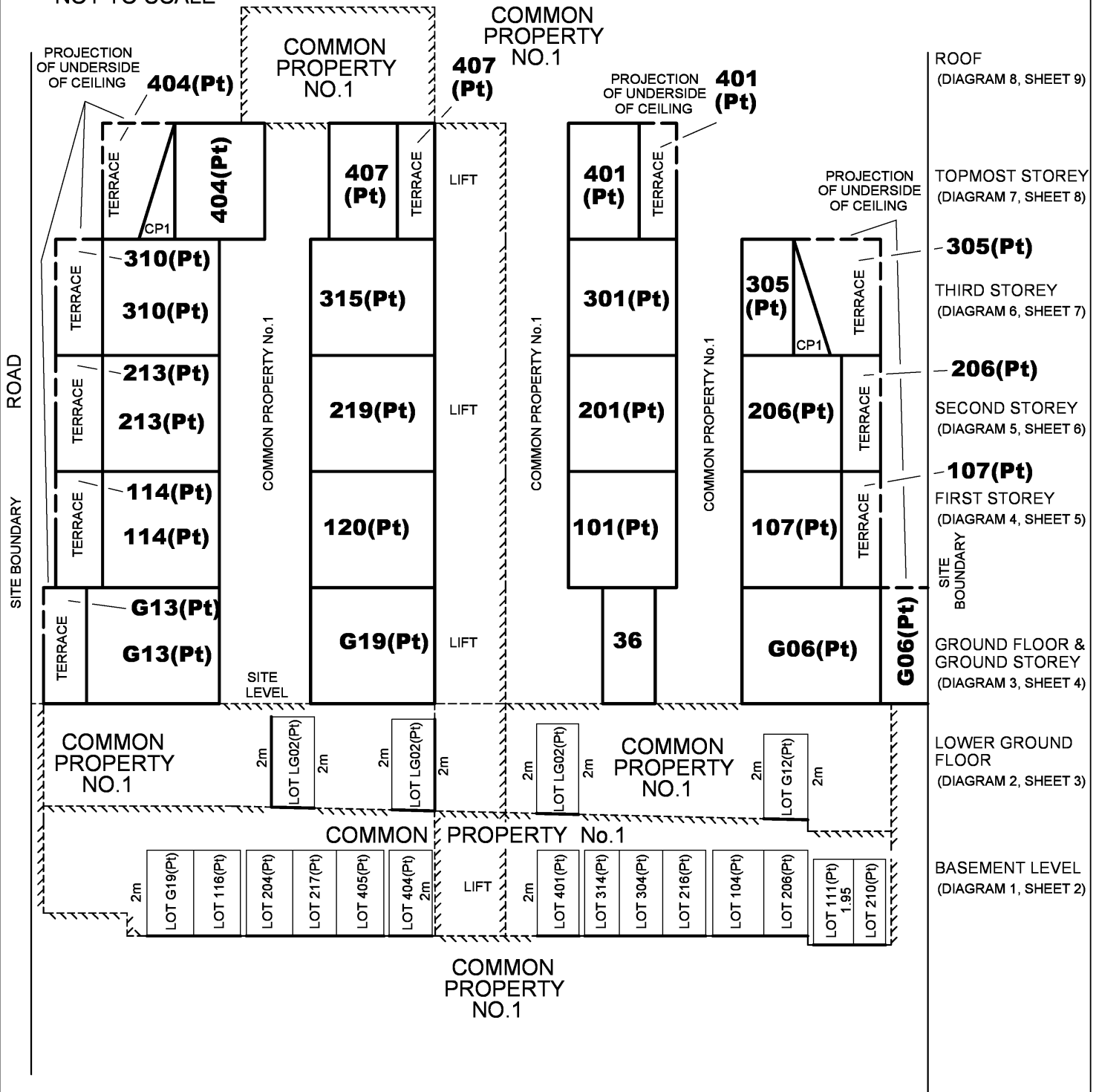
Digitally signed by:  
Whitehorse City Council,  
29/08/2016,  
SPEAR Ref: S071289C

**PS 714009 B**

**DIAGRAM 21**

SECTION X - X'  
NOT TO SCALE

CP1 = COMMON PROPERTY No.1



ACN 058 815 993

SCALE

NOT TO SCALE  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 22

Digitally signed by: Andrew Malcolm Smith (AMS Pty Ltd),  
Surveyor's Plan Version (Version 4),  
19/08/2016 Amended: 05/10/2016

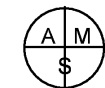
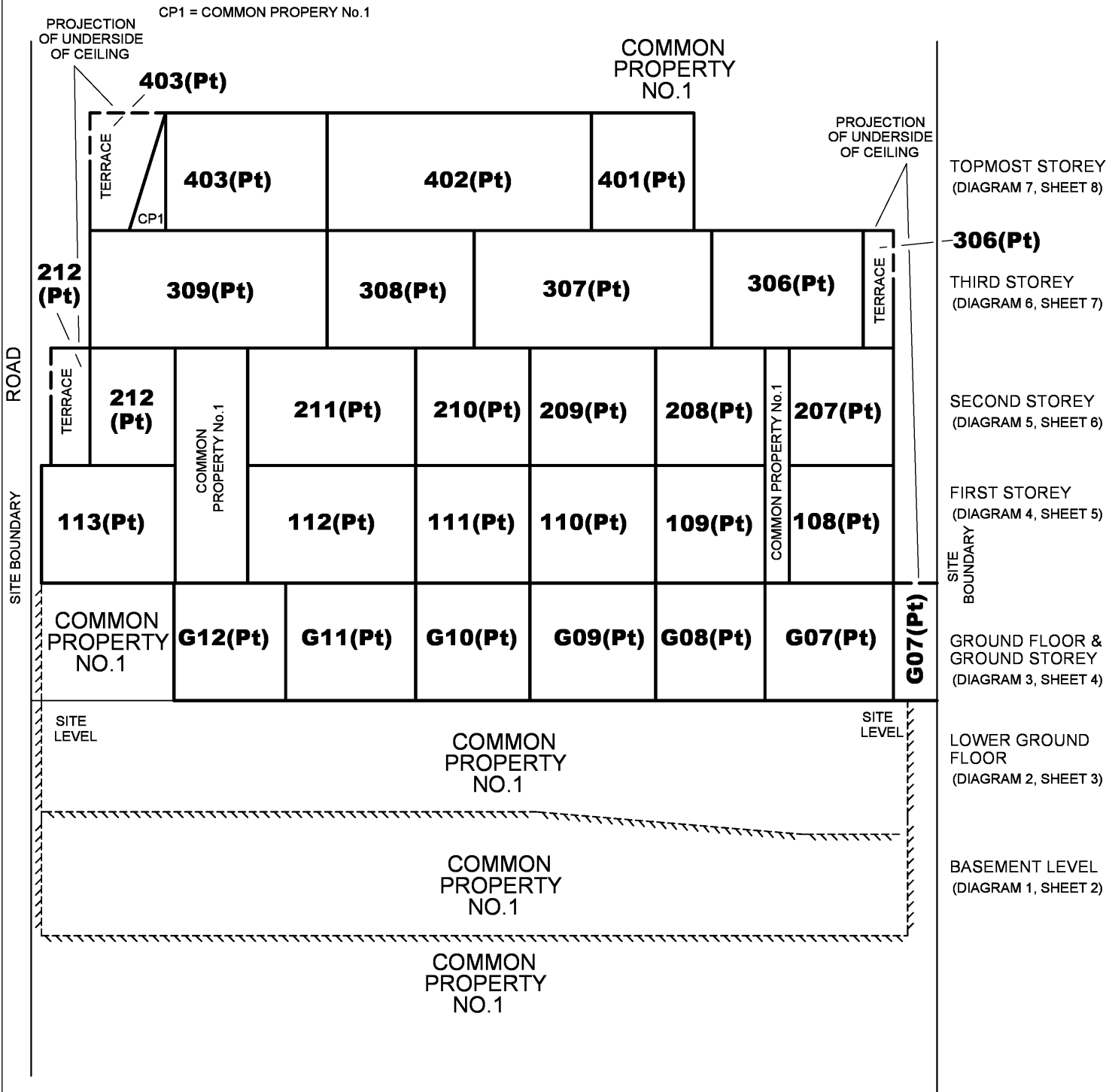
Digitally signed by:  
Whitehorse City Council,  
29/08/2016,  
SPEAR Ref: S071289C

**PS 714009 B**

**DIAGRAM 22**

SECTION Y - Y'  
NOT TO SCALE

CP1 = COMMON PROPERTY No.1



ACN 058 815 993

REF: 3203 3203SPEARSUBDVER4LRS.dwg

SCALE

NOT TO SCALE  
LENGTHS ARE IN METRES

ORIGINAL SHEET  
SIZE: A3

SHEET 23

Digitally signed by: Andrew Malcolm Smith (AMS Pty Ltd),  
Surveyor's Plan Version (Version 4),  
19/08/2016 Amended: 05/10/2016

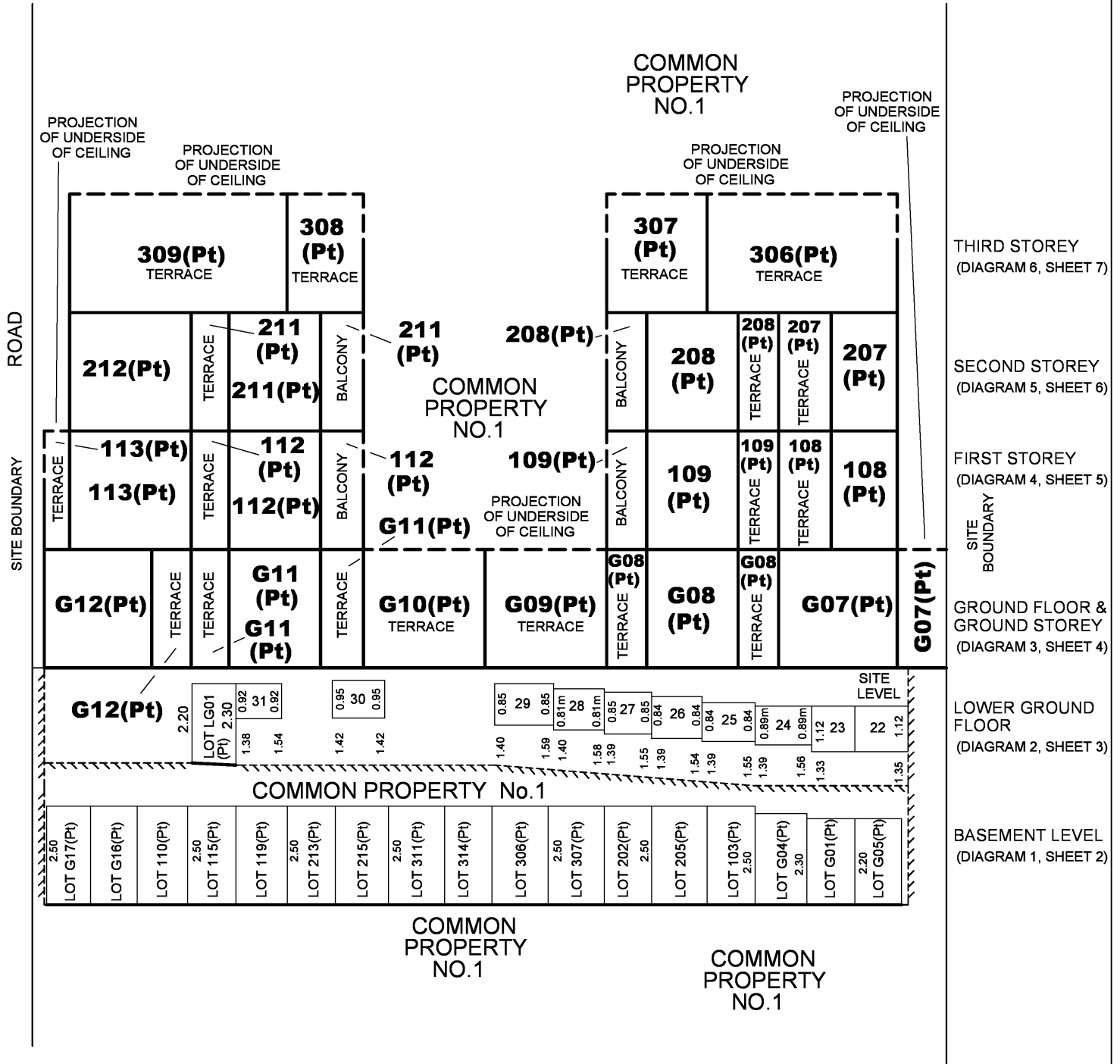
Digitally signed by:  
Whitehorse City Council,  
29/08/2016,  
SPEAR Ref: S071289C

**PS 714009 B**

**DIAGRAM 23**

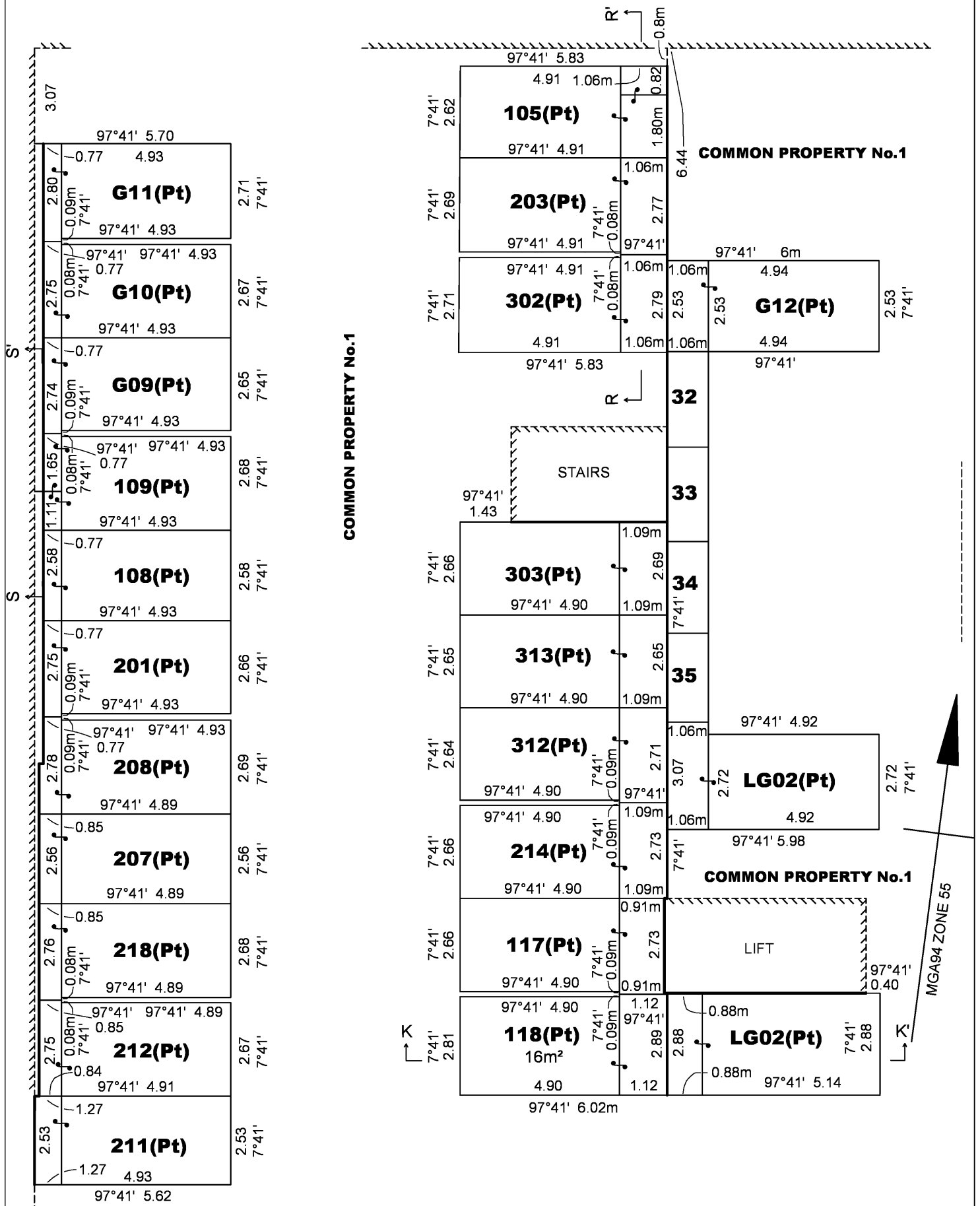
SECTION Z - Z'

NOT TO SCALE



LOWER GROUND FLOOR

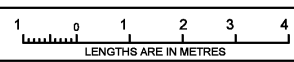
PS 714009 B



**AMS CONSULTING LAND SURVEYORS**  
 SUITE 12, 42-50 STUD ROAD, BAYSWATER, 3153  
 PO BOX 8141, WANTIRNA MALL, 3152  
 TELEPHONE: (03) 9720 5001  
 FACSIMILE: (03) 9720 5001  
 MOBILE: 0418 361 193  
 EMAIL: amso@bigpond.net.au  
**REF: 3203 3203SPEARSUBDVER4LRS.dwg**



SCALE  
1:100



ORIGINAL SHEET  
SIZE: A3

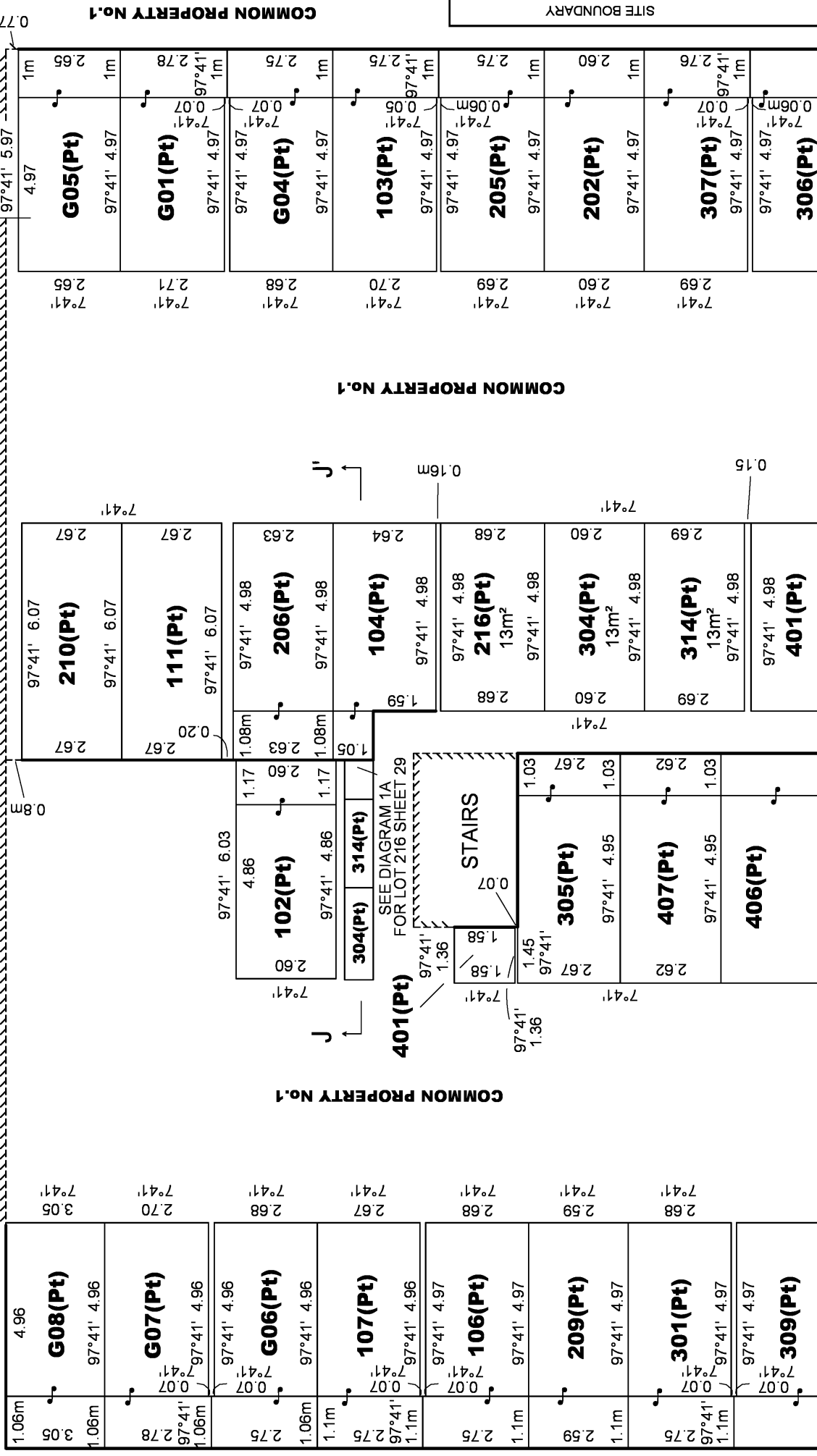
SHEET 25

Digitally signed by: Andrew Malcolm Smith (AMS Pty Ltd),  
 Surveyor's Plan Version (Version 4),  
 19/08/2016 Amended: 05/10/2016

Digitally signed by:  
 Whitehorse City Council,  
 29/08/2016,  
 SPEAR Ref: S071289C

**PS 714009 B**

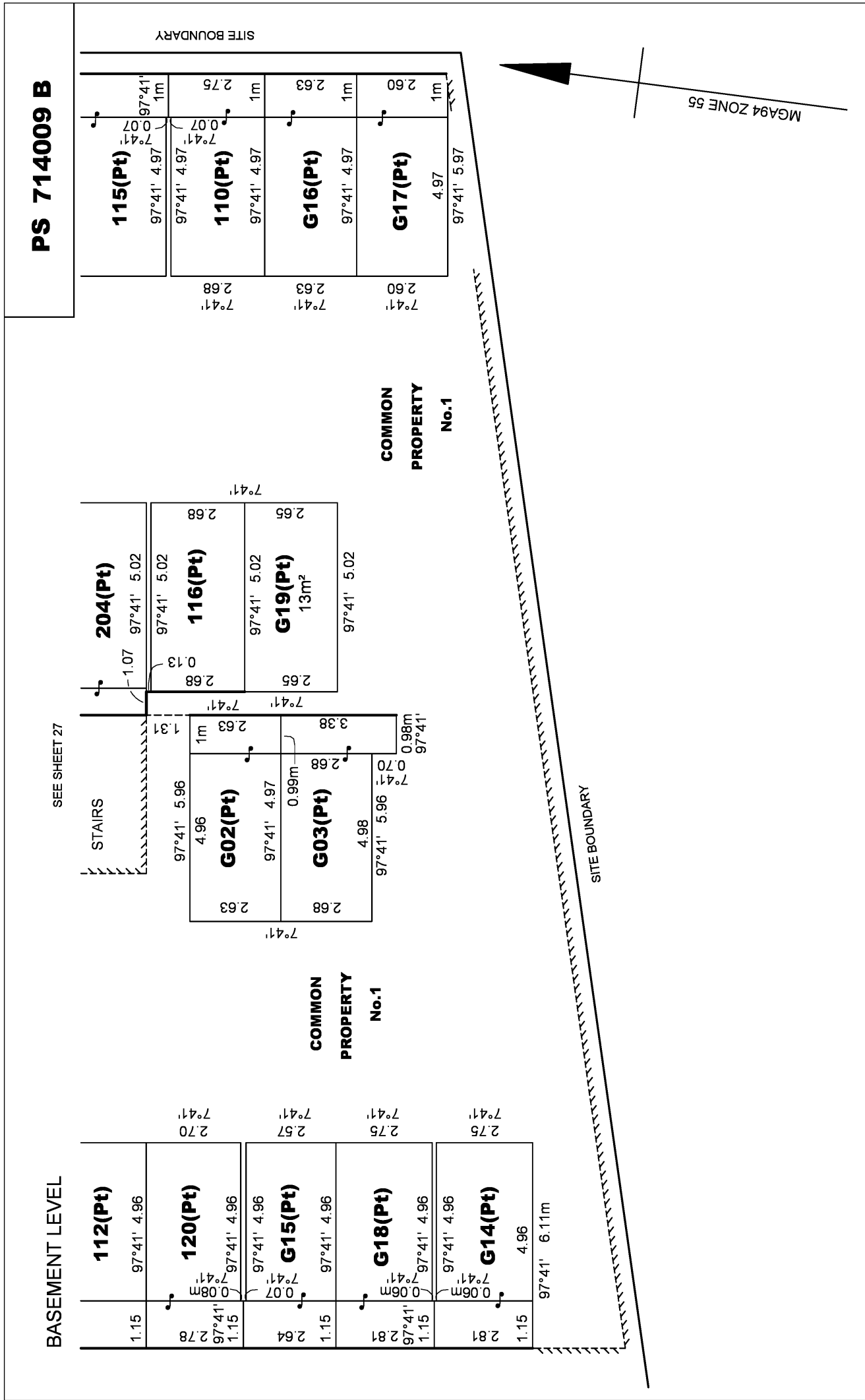
**BASEMENT LEVEL**



SEE SHEET 27

<p><b>AMS CONSULTING LAND SURVEYORS</b>                  SUITE 12, 42-50 STUID ROAD, BAYSWATER, 3153                  PO BOX 6141, WANTIRNA MALL, 3152                  TELEPHONE: (03) 9720 5001                  FACSIMILE: (03) 9720 5001                  MOBILE: 0418 361 193                  EMAIL: <a href="mailto:ams@bigpond.net.au">ams@bigpond.net.au</a></p>	<p><b>REF: 3203_3203PEARSURBD.VER41.RS.dwg</b></p>	<p>SCALE 1:100</p>	<p>LENGTHS ARE IN METRES</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 26</p>
		<p>Digitally signed by: Andrew Malcolm Smith (AMS Pty Ltd),                  Surveyor's Plan Version (Version 4),                  19/08/2016 Amended: 05/10/2016</p> <p>Digitally signed by: Whitehorse City Council,                  29/08/2016,                  SPEAR Ref: S071289C</p>			





**PS 714009 B**

SEE SHEET 27

**BASEMENT LEVEL**

1.15	97°41' 4.96	<b>112(Pt)</b>	2.70	7°41'
2.78	97°41' 4.96	<b>120(Pt)</b>	2.57	7°41'
1.15	97°41' 4.96	<b>G15(Pt)</b>	2.75	7°41'
2.64	97°41' 4.96	<b>G18(Pt)</b>	2.75	7°41'
1.15	97°41' 4.96	<b>G14(Pt)</b>	2.75	7°41'

2.68	97°41' 5.96	<b>G02(Pt)</b>	2.68	7°41'
2.68	97°41' 4.97	<b>G03(Pt)</b>	3.38	7°41'
2.65	97°41' 5.02	<b>G19(Pt)</b>	0.98m	97°41'
2.68	97°41' 5.02	<b>116(Pt)</b>	0.70	97°41'
2.68	97°41' 5.02	<b>204(Pt)</b>	0.98m	97°41'

7°41'	2.60	<b>G17(Pt)</b>	2.60	7°41'
7°41'	2.63	<b>G16(Pt)</b>	2.63	7°41'
7°41'	2.68	<b>110(Pt)</b>	2.68	7°41'
7°41'	2.75	<b>115(Pt)</b>	2.75	7°41'

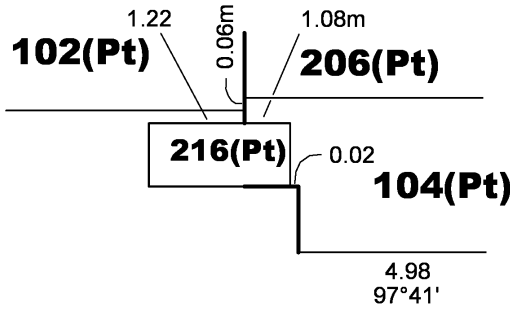
**COMMON PROPERTY No.1**

**COMMON PROPERTY No.1**

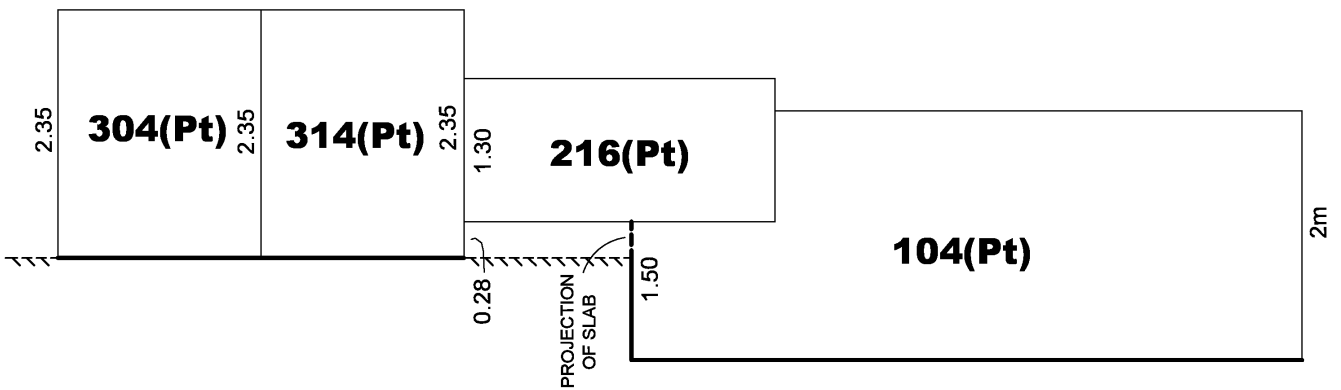
<p><b>AMS CONSULTING LAND SURVEYORS</b>                  SUITE 12, 42-50 STUDD ROAD, BAYSWATER, 3153                  PO BOX 6141, WANTIRNA MALL, 3152                  TELEPHONE: (03) 9720 5001                  FACSIMILE: (03) 9720 5001                  MOBILE: 0418 361 193                  EMAIL: <a href="mailto:ams@bigpond.net.au">ams@bigpond.net.au</a></p>	<p>ACN 058 815 993</p>	<p>SCALE 1:100</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 28</p>
		<p>Digitally signed by: Andrew Malcolm Smith (AMS Pty Ltd),                  Surveyor's Plan Version (Version 4),                  19/08/2016 Amended: 05/10/2016</p>		<p>Digitally signed by:                  Whitehorse City Council,                  29/08/2016,                  SPEAR Ref: S071289C</p>

**PS 714009 B**

**DIAGRAM 1A**  
BASEMENT LEVEL  
NOT TO SCALE

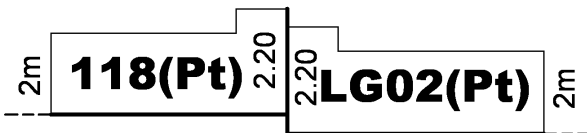


**SECTION J - J'**  
BASEMENT LEVEL  
NOT TO SCALE



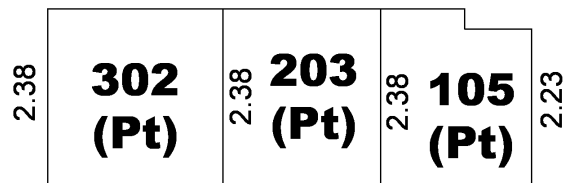
**SECTION K - K'**  
LOWER GROUND FLOOR  
NOT TO SCALE

**COMMON PROPERTY No.1**



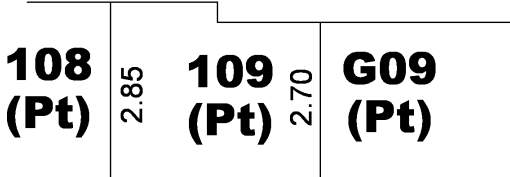
**SECTION R - R'**  
LOWER GROUND FLOOR  
NOT TO SCALE

**COMMON PROPERTY No.1**



**SECTION S - S'**  
LOWER GROUND FLOOR  
NOT TO SCALE

**COMMON PROPERTY No.1**





# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 05/04/2023 02:14:39 PM

**OWNERS CORPORATION 1**  
**PLAN NO. PS714009B**

The land in PS714009B is affected by 1 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 1, Lots 22 - 36, 101 - 120, 201 - 219, 301 - 315, 401 - 407, G01, G10, G11, G12, G13, G14, G15, G16, G17, G18, G19, G02, G03, G04, G05, G06, G07, G08, G09, LG01, LG02.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

13 KINGSWOOD RISE BOX HILL SOUTH VIC 3128

OC032103K 06/10/2016

### 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. AN190780U 18/10/2016

### Additional Owners Corporation Information:

OC032103K 06/10/2016

### Notations:

NIL

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 22	1	1
Lot 23	1	1
Lot 24	1	1
Lot 25	1	1
Lot 26	1	1



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 05/04/2023 02:14:39 PM

**OWNERS CORPORATION 1  
PLAN NO. PS714009B**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 27	1	1
Lot 28	1	1
Lot 29	1	1
Lot 30	1	1
Lot 31	1	1
Lot 32	1	1
Lot 33	1	1
Lot 34	1	1
Lot 35	1	1
Lot 36	20	20
Lot 101	96	96
Lot 102	101	101
Lot 103	112	112
Lot 104	108	108
Lot 105	86	86
Lot 106	86	86
Lot 107	108	108
Lot 108	102	102
Lot 109	105	105
Lot 110	91	91
Lot 111	91	91
Lot 112	105	105
Lot 113	115	115
Lot 114	119	119
Lot 115	101	101
Lot 116	98	98
Lot 117	115	115
Lot 118	111	111
Lot 119	109	109



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 05/04/2023 02:14:39 PM

**OWNERS CORPORATION 1  
PLAN NO. PS714009B**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 120	97	97
Lot 201	99	99
Lot 202	104	104
Lot 203	114	114
Lot 204	156	156
Lot 205	120	120
Lot 206	111	111
Lot 207	105	105
Lot 208	108	108
Lot 209	94	94
Lot 210	94	94
Lot 211	116	116
Lot 212	130	130
Lot 213	89	89
Lot 214	97	97
Lot 215	96	96
Lot 216	118	118
Lot 217	114	114
Lot 218	112	112
Lot 219	100	100
Lot 301	103	103
Lot 302	108	108
Lot 303	149	149
Lot 304	165	165
Lot 305	139	139
Lot 306	179	179
Lot 307	152	152
Lot 308	150	150
Lot 309	142	142



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 05/04/2023 02:14:39 PM

**OWNERS CORPORATION 1  
PLAN NO. PS714009B**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 310	111	111
Lot 311	124	124
Lot 312	153	153
Lot 313	143	143
Lot 314	135	135
Lot 315	103	103
Lot 401	140	140
Lot 402	153	153
Lot 403	187	187
Lot 404	161	161
Lot 405	199	199
Lot 406	146	146
Lot 407	102	102
Lot G01	137	137
Lot G10	115	115
Lot G11	106	106
Lot G12	98	98
Lot G13	103	103
Lot G14	111	111
Lot G15	106	106
Lot G16	113	113
Lot G17	109	109
Lot G18	160	160
Lot G19	110	110
Lot G02	136	136
Lot G03	175	175
Lot G04	106	106
Lot G05	106	106
Lot G06	139	139



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 05/04/2023 02:14:39 PM

**OWNERS CORPORATION 1  
PLAN NO. PS714009B**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G07	193	193
Lot G08	121	121
Lot G09	115	115
Lot LG01	113	113
Lot LG02	217	217
<b>Total</b>	<b>10000.00</b>	<b>10000.00</b>

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.

From [www.planning.vic.gov.au](http://www.planning.vic.gov.au) at 05 April 2023 01:01 PM

## PROPERTY DETAILS

Address: **105/21 QUEEN STREET BLACKBURN 3130**  
 Lot and Plan Number: **Lot 105 PS714009**  
 Standard Parcel Identifier (SPI): **105\PS714009**  
 Local Government Area (Council): **WHITEHORSE**  
 Council Property Number: **274385**  
 Planning Scheme: **Whitehorse**  
 Directory Reference: **Melway 47 K9**

[www.whitehorse.vic.gov.au](http://www.whitehorse.vic.gov.au)

[Planning Scheme - Whitehorse](#)

## UTILITIES

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

## STATE ELECTORATES

Legislative Council: **NORTH-EASTERN METROPOLITAN**  
 Legislative Assembly: **BOX HILL**

## OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural Heritage Aboriginal Corporation**

[View location in VicPlan](#)

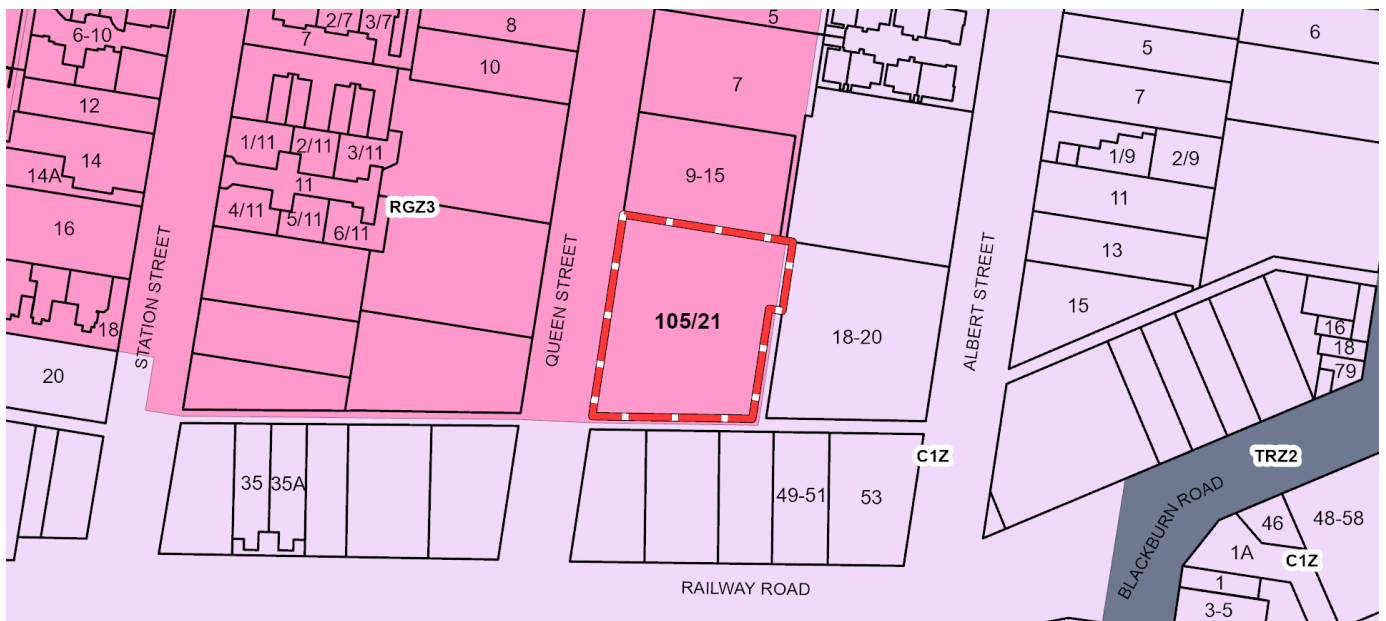
## Planning Zones

[COMMERCIAL 1 ZONE \(C1Z\)](#)

[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)

[RESIDENTIAL GROWTH ZONE \(RGZ\)](#)

[RESIDENTIAL GROWTH ZONE - SCHEDULE 3 \(RGZ3\)](#)



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

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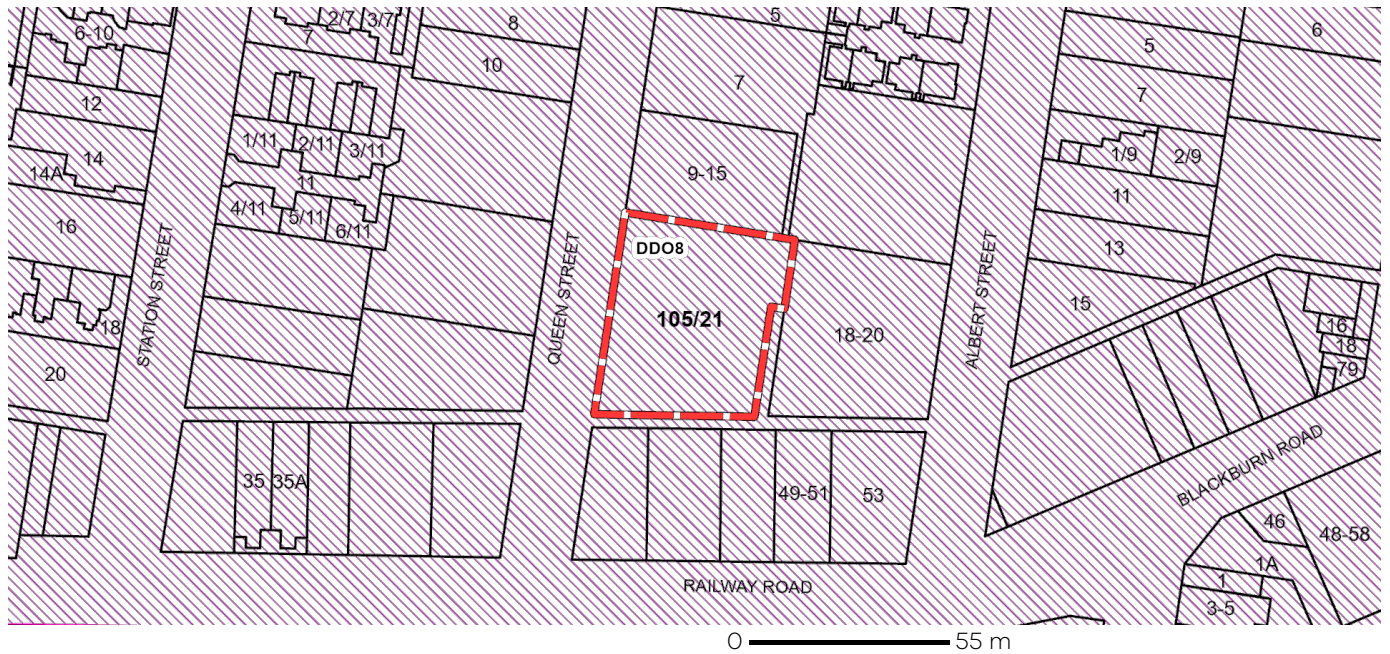
**Disclaimer:** This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.  
 Read the full disclaimer at <https://www.delwp.vic.gov.au/disclaimer>

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

## Planning Overlays

### DESIGN AND DEVELOPMENT OVERLAY (DDO)

### DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)

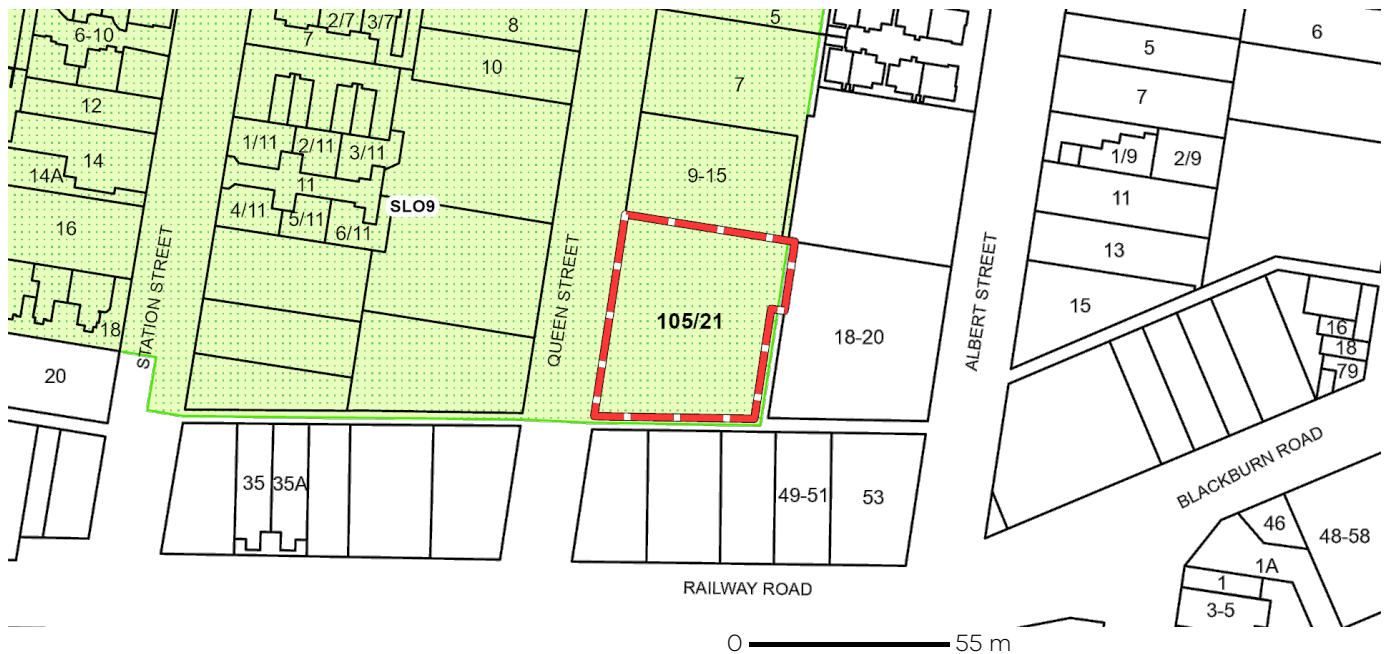


**DDO - Design and Development Overlay**

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

### SIGNIFICANT LANDSCAPE OVERLAY (SLO)

### SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



**SLO - Significant Landscape Overlay**

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

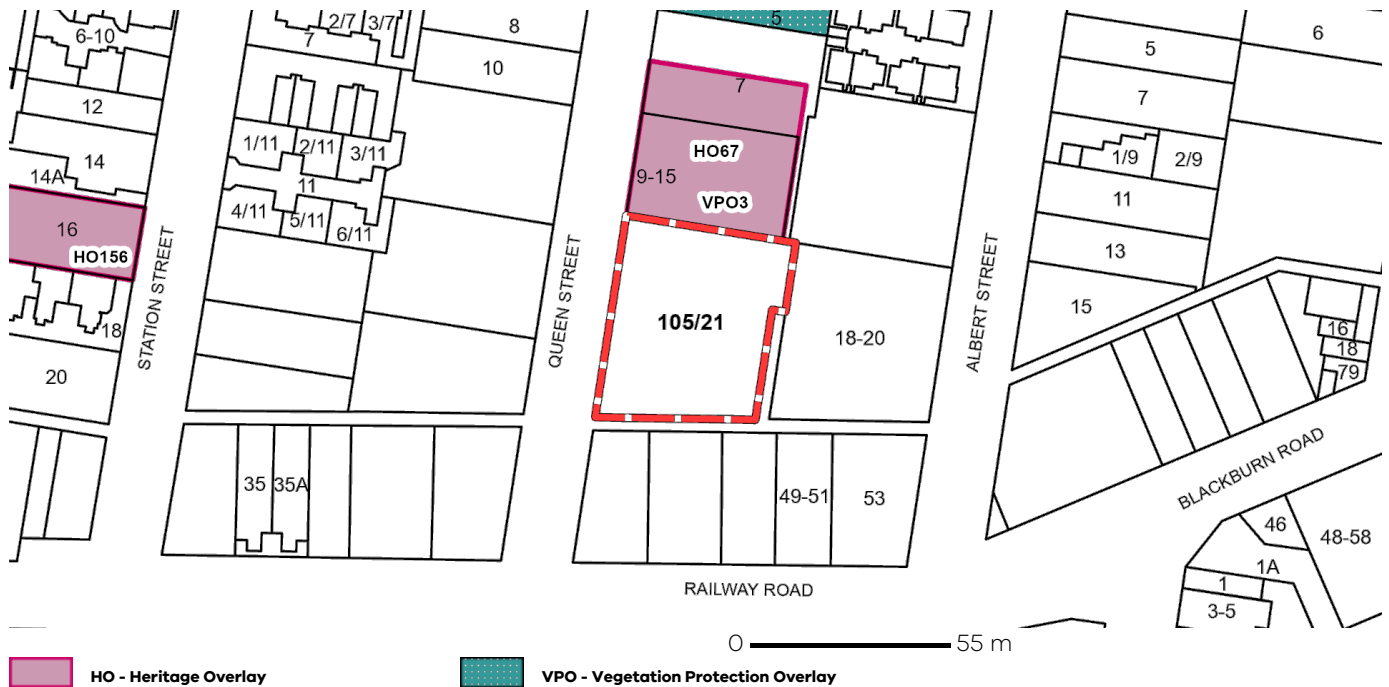
## Planning Overlays

### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

[VEGETATION PROTECTION OVERLAY \(VPO\)](#)



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 29 March 2023.

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

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

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

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

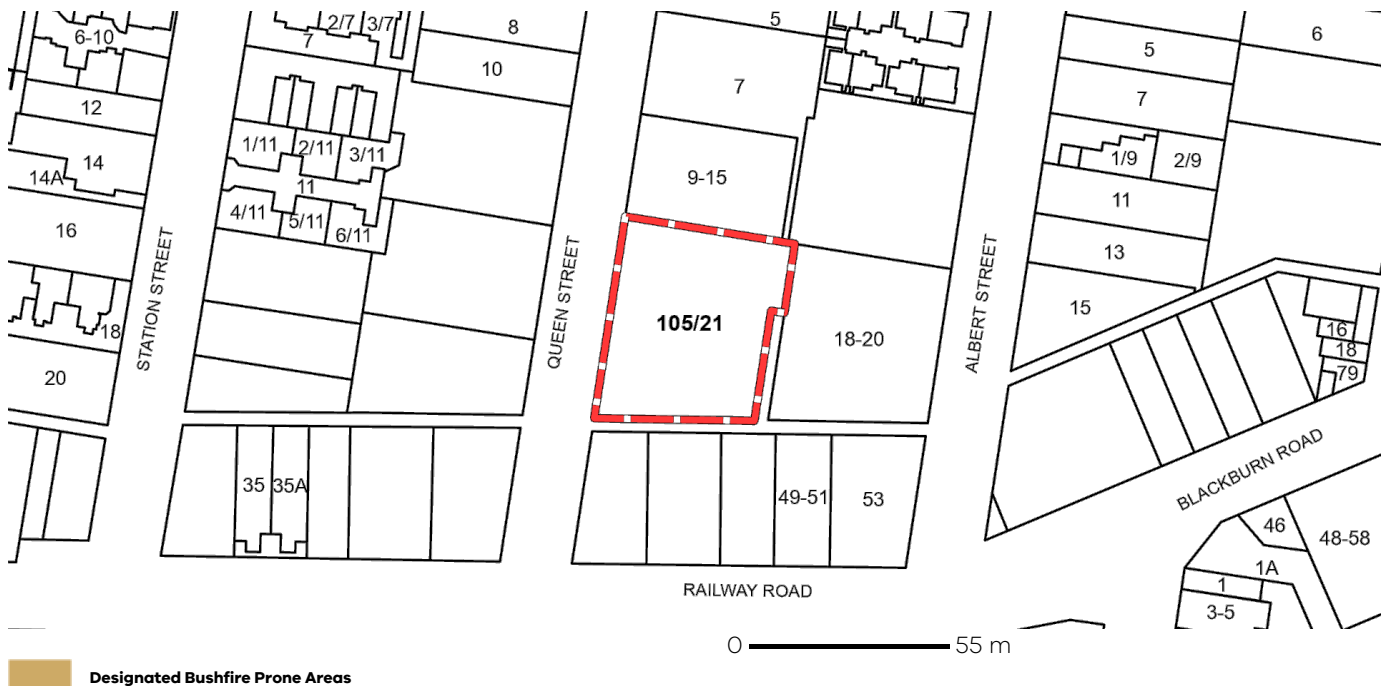
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

## Designated Bushfire Prone Areas

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

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

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



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

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

Create a BPA definition plan in [VicPlan](#) to measure the BPA.

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

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

## Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Information Management system <https://nvim.delwp.vic.gov.au/> and [Native vegetation \(environment.vic.gov.au\)](https://www.environment.vic.gov.au) or please contact your relevant council.

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



**Whitehorse City Council**  
379–399 Whitehorse Road  
Nunawading VIC 3131  
Locked Bag 2 Nunawading VIC 3131  
  
ABN: 39549568822

Telephone: (03) 9262 6333  
Fax: (03) 9262 6490  
NRS: 133 677  
TIS: 131 450  
customer.service@whitehorse.vic.gov.au  
www.whitehorse.vic.gov.au

## **LAND INFORMATION CERTIFICATE**

### **Local Government Act 1989 - Section 229**

Certificate Number: 4710  
Date of Issue: 5 April 2023  
Applicant's Reference: 236636:47403

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Levy Act 2012* or under a local law or by-law of the Council.

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

<b>Assessment Number:</b> 10068237	<b>Check Digit:</b> 6
<b>Property Description:</b> Lot 105 PS 714009	
<b>Property Address:</b> 105/21 Queen Street, BLACKBURN VIC 3130	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2022 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2022.

<b>Site Value:</b>	\$41,000
<b>Capital Improved Value:</b>	\$300,000
<b>Net Annual Value:</b>	\$15,000

### **RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2022 TO 30 JUNE 2023**

#### **DECLARED BY COUNCIL 27 JUNE 2022**

#### **FIRE SERVICES PROPERTY LEVY (FSPL) RAISED FOR THE PERIOD 1 JULY 2022 TO 30 JUNE 2023**

General Rates	461.30
FSPL Fixed Charge	117.00
FSPL Variable Rate	15.90
<b>TOTAL CURRENT LEVIED</b>	<b>\$594.20</b>

#### **OTHER CHARGES**

Arrears	0.00
Interest	0.00
Legal Costs	0.00
Other Charges	0.00
<b>TOTAL</b>	<b>\$0.00</b>

**TOTAL AMOUNT OUTSTANDING** **\$594.20**

**FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE**

NOTE:

**Section 175 Local Government Act 1989 and Section 32 Fire Services Property Levy Act 2012**

A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

If a Council has obtained an award for legal costs in relation to any rate or charge owing by the previous owner of the rateable or the leviable land, the above section applies to the amount of legal costs remaining unpaid as if the legal costs were arrears of rates, charges or levies.

If the previous owner of the rateable or leviable land had been paying any rate, charge or levy by instalments at the time the ownership of the land changed, the person who becomes the owner of the land may continue the payment of that rate, charge or levy by instalments.

The person who becomes the owner of rateable land may also pay a rate or charge by instalments if the previous owner could have paid it by instalments and the person becomes the owner of the land before the date the first instalment falls due. The person who becomes the owner of leviable land may also pay a levy amount by instalments.

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Levy Act 2012*).

For the 2022/2023 rating year, due dates for instalments are 30 September 2022, 30 November 2022, 28 February 2023 and 31 May 2023. Due date for lump sum payment is 15 February 2023.

**Notices, Orders, Subdivisional Matters and Other Outstanding and/or Potential Liability Matters**

- A. There are no monies owed for works under the *Local Government Act 1958*.
- B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.
- C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.
- D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.
- E. There are no monies owed under Section 227 of the *Local Government Act 1989*.
- F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.
- G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.
- H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989*.

There is other information under section 229(3) of the *Local Government Act 1989* (other than as set out on page 3 under "Comments" (if any) and this additional information is as follows):

### Additional information

Notwithstanding that, pursuant to a written request previously received from the owner of the property, for Council to send its rates and charges notices for payment to a person other than the owner (in this case, according to Council's records, the occupier of the property, as the tenant of the property), the owner of the property is reminded that –

- the owner of the property is, and remains, liable to pay the rates and charges on the property, including interest, should the occupier not pay the rates and charges (or any instalment) by their due date, or at all;
- all declared rates and charges in relation to the property which are unpaid and any unpaid interest on such rates or charges and any costs awarded to Council by a court or in any proceedings in relation to such rates or charges or interest are a first charge on the property; and
- unless Council decides otherwise, no waiver or deferral of rates and charges will be given merely because the owner of the property is unable to recover rates and charges from the tenant, or if the property is, or becomes, vacant, or if the property is, or becomes, subject to the grant by the owner of a rental discount or other reduction.

To determine if there are any outstanding building notices or orders on the property, an application can be made for a Building Property Information Request, which provides information on the status of building works. Visit <https://www.whitehorse.vic.gov.au/planning-building/lodge-and-apply> or call 9262 6421 for more information.

In accordance with the section 2 of the *Penalty Interest Rates Act 1983*, interest will continue to accrue on any overdue rates, charges or levies at the prescribed rate of 10 per cent per annum until paid in full.

I hereby certify that, as at the issue date of this Certificate the information supplied is true and correct for the property described in this Certificate.

This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

### **COMMENTS:**



**Authorised Officer:** \_\_\_\_\_

If the subject property is a recent subdivision, please contact Council's Rates Department on 9262 6292 to ascertain if an updated reference number is required for BPAY payment.

### **Payment of rates and charges outstanding can be made by:**

- Bpay – Biller Code: 18325 Reference Number: 0100682376
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

When transfer of property is settled please email the Notice of Acquisition to [customer.service@whitehorse.vic.gov.au](mailto:customer.service@whitehorse.vic.gov.au) or send to Locked Bag 2, Nunawading DC VIC 3131. Other forms of notification at this stage are unable to be accepted.

5th April 2023

SILVERTHORN CONVEYANCING.  
Silverthorn Conveyancing

Dear SILVERTHORN CONVEYANCING.,

**RE: Application for Water Information Statement**

<b>Property Address:</b>	MM/17 QUEEN BLACKBURN 3130
<b>Applicant</b>	SILVERTHORN CONVEYANCING. Silverthorn Conveyancing
<b>Information Statement</b>	30760557
<b>Conveyancing Account Number</b>	1310045563
<b>Your Reference</b>	236636

Thank you for your recent application for a Water Information Statement (WIS). We are pleased to provide you the WIS for the above property address. This statement includes:

- Yarra Valley Water Property Information Statement
- Melbourne Water Property Information Statement
- Asset Plan
- Rates Certificate

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address [enquiry@yvw.com.au](mailto:enquiry@yvw.com.au). For further information you can also refer to the Yarra Valley Water website at [www.yvw.com.au](http://www.yvw.com.au).

Yours sincerely,

Steve Lennox  
GENERAL MANAGER  
RETAIL SERVICES

## **Yarra Valley Water Property Information Statement**

Property Address	MM/17 QUEEN STREET BLACKBURN 3130
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STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)**

Existing sewer mains will be shown on the Asset Plan.

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

There is a backflow prevention device for containment purposes installed on the property which will require annual testing and maintenance by the owner. The selection and installation of the device shall at all times be in accordance with the Plumbing Standards Regulations 1998 (Victoria) and AS/NZS 3500:1.

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

## **Melbourne Water Property Information Statement**

Property Address	MM/17 QUEEN STREET BLACKBURN 3130
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STATEMENT UNDER SECTION 158 WATER ACT 1989

### **THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)**

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

Please note: Unless prior consent has been obtained, the Water Act prohibits:

1. The erection and/or placement of any building, wall, bridge, fence, embankment, filling, material, machinery or other structure over or under any sewer or drain.
2. The connection of any drain or sewer to, or interference with, any sewer, drain or watercourse.

If you have any questions regarding Melbourne Water encumbrances or advisory information, please contact Melbourne Water on 9679 7517.



SILVERTHORN CONVEYANCING.  
Silverthorn Conveyancing  
rebecca@silverthornconveyancing.com.au

## RATES CERTIFICATE

Account No: 2747912967  
Rate Certificate No: 30760557

Date of Issue: 05/04/2023  
Your Ref: 236636

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
MM/17 QUEEN, BLACKBURN VIC 3130		5106137	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Usage Charge <i>Step 1 – 39.600000kL x \$2.44510000 = \$96.83</i> <i>Step 2 – 39.600000kL x \$3.12530000 = \$123.76</i> <i>Step 3 – 665.800000kL x \$4.63000000 = \$3082.65</i> Estimated Average Daily Usage \$36.70	20-10-2022 to 18-01-2023	\$3303.24	\$0.00
Fire Service Usage Charge <i>Fire Service Usage – 19.000000kL x \$2.90740000 = \$55.24</i>	20-10-2022 to 18-01-2023	\$55.24	\$0.00
Metered Fire Service Charge	01-04-2023 to 30-06-2023	\$10.86	\$10.86
Metered Fire Sprinkler Service Charge	01-04-2023 to 30-06-2023	\$92.26	\$92.26
<b>Other Charges:</b>			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
	<b>Balance Brought Forward</b>		\$0.00
	<b>Total for This Property</b>		\$103.12
	<b>Total Due</b>		\$103.12



GENERAL MANAGER  
RETAIL SERVICES

### Note:

- Invoices generated with Residential Water Usage during the period 01/07/2017 – 30/09/2017 will include a Government Water Rebate of \$100.
- This statement details all tariffs, charges and penalties due and payable to Yarra Valley Water as at the date of this statement and also includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

4. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchasers account at settlement.
5. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
6. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up to date financial information, please order a Rates Settlement Statement prior to settlement.
7. From 01/10/2022, Residential Water Usage is billed using the following step pricing system: 244.51 cents per kilolitre for the first 44 kilolitres; 312.53 cents per kilolitre for 44-88 kilolitres and 463.00 cents per kilolitre for anything more than 88 kilolitres
8. From 01/07/2022, Residential Recycled Water Usage is billed 184.89 cents per kilolitre
9. From 01/07/2022, Residential Sewage Disposal is calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
10. From 01/07/2022, Residential Recycled Sewage Disposal is calculated using the following equation: Recycled Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (cents/kl) 115.40 cents per kilolitre
11. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

**To ensure you accurately adjust the settlement amount, we strongly recommend you book a Special Meter Reading:**

- Special Meter Readings ensure that actual water use is adjusted for at settlement.
- Without a Special Meter Reading, there is a risk your client's settlement adjustment may not be correct.

**Property No:** 5106137

**Address:** MM/17 QUEEN, BLACKBURN VIC 3130

**Water Information Statement Number:** 30760557

## HOW TO PAY



**Bill**er Code: 314567  
**Ref:** 27479129673

**Amount  
Paid**

**Date  
Paid**

**Receipt  
Number**

**O'Brien Real Estate Blackburn**

98 South Parade,  
Blackburn, VIC 3130

P: 03 9894 2044

E: blackburn@obre.com.au



# O'Brien Real Estate

## Residential Rental Agreement Renewal

for

105/17-21 Queen Street, Blackburn VIC 3130

This agreement is between **Elizabeth King**  
and **Meredith Bedford**.

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# Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Residential Tenancies Regulations 2020 Regulation 10(1)

## Part A - General

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

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### 1. Date of agreement

This is the date the agreement is signed

Sun 19/09/2021

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

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### 2. Premises let by the rental provider

Address of premises

105/17-21 Queen Street, Blackburn VIC

Postcode 3130

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### 3. Rental provider details

Full name or company name of rental provider

Elizabeth King

Address (if no agent is acting for the rental provider)

Postcode

Phone number

ACN (if applicable)

Email address

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

Full name

OBrien Real Estate Blackburn

Address

98 South Parade, Blackburn, VIC

Postcode 3130

Phone number

03 9894 2044

ACN (if applicable)

Email address

blackburn@obre.com.au

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

---

#### 4. Renter details

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

Full name of **renter 1**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 2**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 3**

Current Address:  **Postcode**

Phone number:

Email:

Full name of **renter 4**

Current Address:  **Postcode**

Phone number:

Email:

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#### 5. Length of the agreement

Fixed term agreement

Start date

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

End date

Periodic agreement (monthly)

Start date

**Note:** If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

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## 6. Rent

Rent amount(\$) (payable in advance)	<input type="text" value="1543.00"/>
To be paid per	<input type="checkbox"/> week <input type="checkbox"/> fortnight <input checked="" type="checkbox"/> calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	<input type="text" value="22nd day of each month"/>
Date first rent payment due	<input type="text" value="Thu 23/12/2021"/>

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## 7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than \$900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may — email [rtba@justice.vic.gov.au](mailto:rtba@justice.vic.gov.au), or call the RTBA on 1300 13 71 64

Rental bond amount(\$)	<input type="text" value="1543"/>
Bond lodgement date	<input type="text" value="Wed 23/12/2020"/>
Bond Lodgement No.	<input type="text" value="14951575"/>

## Part B – Standard terms

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### 8. Rental provider's preferred method of rent payment

**Note:** The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

**Note:** The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

direct debit     bank deposit     cash     cheque     money order     BPay

other electronic form of payment, including Centrepay

Payment details (if applicable)

Rental Rewards by Credit Card/Bank Account/BPay. The tenant acknowledges and agrees that a fee of \$15.00 is payable for any dishonoured payments.

**9. Service of notices and other documents by electronic methods**

Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

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

The rental provider must complete this section before giving the agreement to the renter.  
(Rental provider to tick as appropriate)

Yes  No

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

(Renter to tick as appropriate)

**Renter 1**  Yes  No

**Renter 2**  Yes  No

**Renter 3**  Yes  No

**Renter 4**  Yes  No

---

## 10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

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

Emergency contact name

O'Brien Real Estate Blackburn

Emergency phone number

03 9894 2044

Emergency email address

anna.molinaro@obre.com.au

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## 11. Professional cleaning

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

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

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

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## 12. Owners corporation

Do owners corporation rules apply to the premises?

*If yes, the rental provider must attach a copy of the rules to this agreement.*

(Rental provider to tick as appropriate)

No

Yes

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## 13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.

(rental provider to tick as appropriate)

The condition report has been provided

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

## Part C – Safety related activities

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### 14 Electrical safety activities

- (a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
  - (b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.
- 

### 15 Gas safety activities

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

- (a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.
  - (b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.
- 

### 16 Smoke alarm safety activities

- (a) The rental provider must ensure that:
  - i. any smoke alarm is correctly installed and in working condition; and
  - ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
  - iii. the batteries in each smoke alarm are replaced as required.
- (b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.  
**Note:** Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.
- (c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
  - i. information about how each smoke alarm in the rented premises operates;
  - ii. information about how to test each smoke alarm in the rented premises;
  - iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.
- (d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

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

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### 17 Swimming pool barrier safety activities

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

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

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

### **18 Relocatable pool safety activities**

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

- (a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.
- (b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

**Note:** Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

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### **19 Bushfire prone area activities**

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

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

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

## Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

---

### 20. Use of the premises

The renter:

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

### 21. Condition of the premises

The rental provider:

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

The renter:

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

### 22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website [consumer.vic.gov.au/renting](http://consumer.vic.gov.au/renting).

### 23. Locks

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

### 24. Repairs

- Only a suitably qualified person may do repairs—both urgent and non-urgent

### 25. Urgent repairs

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

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

The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.

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

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

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

## 26. Non-urgent repairs

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

## 27. Assignment or sub-letting

### The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

### The rental provider:

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

## 28. Rent

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

## 29. Access and entry

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

## 30. Pets

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

### 31. Additional terms (if any)

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

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit [consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms](http://consumer.vic.gov.au/products-and-services/business-practices/contracts/unfair-contract-terms).

### 32. Residential Tenancy Database

In accord with Section 439 (l) of the Act OBrien Real Estate Blackburn will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by OBrien Real Estate Blackburn subject to the Act.

### 33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or OBrien Real Estate Blackburn may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or OBrien Real Estate Blackburn may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement. The Rental Provider must not increase the Rental more than once in every 12 months.

Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.

This Agreement may only be amended in writing signed by the Rental Provider and the Renter.

Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.

### 34. Availability of Premises

OBrien Real Estate Blackburn will use its best endeavours so that the Premises are available on the Commencement Date.

### 35. Payment of Services

The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.

It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or OBrien Real Estate Blackburn should the power not be connected at the commencement of this Agreement.

The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.

### 36. Contents Insurance

The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

### 37. Use of Premises

The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior

written consent of the Rental Provider. Any request for consent must be made in writing to OBrien Real Estate Blackburn.

**38. No Representations**

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or OBrien Real Estate Blackburn in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

**39. Condition Report**

The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.

The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to OBrien Real Estate Blackburn within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by OBrien Real Estate Blackburn will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.

**40. No Promise of Renewal**

The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or OBrien Real Estate Blackburn in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specified in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.

**41. Rental Provider Termination**

The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.

**42. Lost Keys**

The Renter is responsible for the replacement of any lost key, auto remote control and the provision of any additional key and any locksmith's charge where any key is mislaid or lost. OBrien Real Estate Blackburn does not guarantee that it holds a spare set of keys to the Premises at its offices.

**43. Extra Keys**

The Renter acknowledges that should the Renter wish to order any extra key, auto remote control or other access device for the Premises it will be at the expense of the Renter. The Renter acknowledges that copies of all keys/auto remote controls and access devices must be returned to OBrien Real Estate Blackburn at the end of the tenancy without reimbursement.

**44. Floor Protection**

If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

**45. Changing Locks**

The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or OBrien Real Estate Blackburn a duplicate key and/or new security alarm code and/or other access device as soon as practicable.

**46. Comply with Insurance**

Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental

Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.

**47. No Invalidating Insurance**

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

**48. Protection Against Damage**

The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or OBrien Real Estate Blackburn or their respective contractors.

**49. Shared Services**

The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.

**50. No Servicing Vehicles**

The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.

**51. Report Damage or Injury**

The Renter shall notify OBrien Real Estate Blackburn immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.

**52. Notify Blockages**

The Renter must as soon as practicable notify the Rental Provider or OBrien Real Estate Blackburn of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or OBrien Real Estate Blackburn or their respective contractors.

**53. Alterations**

The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

**54. Rubbish**

The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.

**55. Pests**

The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.

**56. Hanging Clothes**

The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.

**57. Replace Light Globes**

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

**58. Smoke Free Zone**

The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.

**59. Payment of Rental**

All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by OBrien Real Estate Blackburn from time to time.

**60. Rental Increase**

If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.

**61. Maintain Garden**

The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.

**62. Watering System**

If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, OBrien Real Estate Blackburn or their contractors.

**63. Rental Provider Repairs**

The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify OBrien Real Estate Blackburn in writing.

**64. Urgent Repairs**

The Renter acknowledges that OBrien Real Estate Blackburn is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact OBrien Real Estate Blackburn during business hours or after hours information service on 03 9894 2044 or OBrien Real Estate Blackburn approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

#### **65. Vehicle Parking**

The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.

#### **66. Pets**

The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or OBrien Real Estate Blackburn. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or OBrien Real Estate Blackburn may impose reasonable conditions. It is not unreasonable for the Rental Provider or OBrien Real Estate Blackburn to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or OBrien Real Estate Blackburn to keep a pet at the Premises the Renter must complete and provide a pet request form.

#### **67. Pools and Water Features**

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

#### **68. Rental Provider Entry**

Subject to compliance with the Act, the Rental Provider or OBrien Real Estate Blackburn has the right to enter the Premises:

- To carry out duties specified in this Agreement, or the Act or any other legislation or law;
- To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
- At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);
- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provide further that at least 7 days' written notice has been given to the Renter.

#### **69. Assignment and Sub-Letting**

If during the term of the tenancy the people in occupation of the Premises change -

The Renter must as soon as practicable notify the Rental Provider or OBrien Real Estate Blackburn in writing and comply with clause 27 in Part D of this Agreement.

The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or OBrien Real Estate Blackburn for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of OBrien Real Estate Blackburn as agent to manage the Premises.

#### **70. Rental Provider Notice**

If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.

#### **71. Renter Notice**

If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.

#### **72. Periodic Tenancy**

If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.

#### **73. Rental Provider Expenses**

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or OBrien Real Estate Blackburn the following costs:

1. A pro rata letting fee;
2. Marketing costs as incurred by OBrien Real Estate Blackburn;
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

#### **74. Return Keys**

The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to OBrien Real Estate Blackburn during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.

#### **75. No Set-Off**

The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.

#### **76. Remove Personal Property**

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

#### **77. Window Cleaning**

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

#### **78. Carpet Cleaning**

If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide OBrien Real Estate Blackburn with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.

#### **79. Definitions and Interpretation**

All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.

#### **80. Electronic Notices**

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of OBrien Real Estate Blackburn. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

#### **81. Change of Electronic Address**

The Rental Provider and the Renter must give immediate written notice to the Other Party and OBrien Real Estate Blackburn if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.

#### **82. Withdraw Consent**

The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or OBrien Real Estate Blackburn but such notice shall only become effective on receipt by the Rental Provider or OBrien Real Estate Blackburn.

#### **83. Furnishings**

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

#### **84. Care for Furnishings**

The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

#### **85. Repair/Replacement of Furnishings**

At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).

#### **86. Cost of Repairs/Replacements**

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

#### **87. Owners Corporation**

A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

#### **Administration Fee:**

The Rental Provider agrees to pay an administration cost of \$220 inc gst in order for the agent to facilitate a tenancy transfer that may arise. The Rental Provider will be reimbursed the costs from the Renter.

**Renter Acknowledgement**

1. *Meredith Bedford viewed and acknowledged at Sun, 19/09/2021 22:11 from device: iOS 13.7 iPhone Mobile Safari 13.1.2*

## Privacy Collection Notice

As professional property managers **OBrien Real Estate Blackburn** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9894 2044

### Primary Purpose

As professional property managers, **OBrien Real Estate Blackburn** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **OBrien Real Estate Blackburn** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database Pty Ltd (ABN 65 079 105 025 ("ntd"))
- Other Real Estate Agents, **Rental Providers** and Valuers

### Secondary Purpose

**OBrien Real Estate Blackburn** also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities

(Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **OBrien Real Estate Blackburn** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **OBrien Real Estate Blackburn** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **OBrien Real Estate Blackburn** privacy policy can be viewed without charge on the **OBrien Real Estate Blackburn** website; or contact your local **OBrien Real Estate Blackburn** office and we will send or email you a free copy.

### Disclaimer

**OBrien Real Estate Blackburn** its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **OBrien Real Estate Blackburn** disclaims all liability and responsibility including for negligence for any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

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## Signatures

This agreement is made under the Act.

Before signing you must read **Part D – Rights and obligations** of this form.

### Rental Provider

Rental Provider : **Elizabeth King**



Signed at Sun, 19/09/2021 22:28 , from device: Windows 10 Other Chrome 92.0.4515

### Renter(s)

Renter : **Meredith Bedford**



Signed at Sun, 19/09/2021 22:13 , from device: iOS 13.7 iPhone Mobile Safari 13.1.2

## AUDIT TRAIL

### Meredith Bedford (Renter)

- Sun, 19/09/2021 21:51 - Meredith Bedford clicked 'start' button to view the Residential Rental Agreement Renewal (iOS 13.7 iPhone Mobile Safari 13.1.2, IP: 149.167.130.220)
- Sun, 19/09/2021 22:13 - Meredith Bedford signed the Residential Rental Agreement Renewal (iOS 13.7 iPhone Mobile Safari 13.1.2, IP: 149.167.130.220)
- Sun, 19/09/2021 22:13 - Meredith Bedford submitted the Residential Rental Agreement Renewal (iOS 13.7 iPhone Mobile Safari 13.1.2, IP: 149.167.130.220)

### Elizabeth King (Rental Provider)

- Sun, 19/09/2021 22:25 - Elizabeth King clicked 'start' button to view the Residential Rental Agreement Renewal
- Sun, 19/09/2021 22:28 - Elizabeth King signed the Residential Rental Agreement Renewal
- Sun, 19/09/2021 22:28 - Elizabeth King submitted the Residential Rental Agreement Renewal

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**AGREEMENT END**

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**OWNERS CORPORATION CERTIFICATE**

***s.151(4)(a) Owners Corporations Act 2006 and r.16 Owners Corporations Regulations 2018***

**Owners Corporation 1 on Plan of Subdivision No. 714009B  
17-21 Queen Street, Blackburn VIC 3130**

This certificate is issued for: Owners Corporation 1 Plan No. PS714009B  
Lot 105/17-21 Queen Street, Blackburn VIC 3130

The postal address is: 105/17-21 Queen Street, Blackburn VIC 3130

Applicant for certificate: Silverthorn Conveyancing  
Level 1, 50C Heatherhill Road, Frankston VIC 3199

Delivery address for certificate: Via email: [rebecca@silverthornconveyancing.com.au](mailto:rebecca@silverthornconveyancing.com.au)

**IMPORTANT:**

The information in this certificate is issued on 19/04/2023. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to [info@mocs.com.au](mailto:info@mocs.com.au). A new certificate should be obtained for if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

- (a) The current annual fees for the financial year 01/10/22 to 30/09/23 for the above lot are **\$2,425.14** payable quarterly in advance.

Levy Description	Administration Fund	Maintenance Fund	Total Amount Due	Due Date	Status
Quarterly Levy 01/10/22 to 31/12/22	\$503.75	\$62.35	\$566.10	01/10/22	Paid
Quarterly Levy 01/01/23 to 31/03/23	\$503.74	\$62.33	\$566.07	01/01/23	Paid
Quarterly Levy 01/04/23 to 30/06/23	\$503.74	\$62.33	\$566.07	01/04/23	Paid
Quarterly Levy 01/07/23 to 30/09/23	\$543.95	\$62.33	\$606.28	01/07/23	Unpaid
Levy Adjustment as per AGM 22/03/23	\$120.62	\$0.00	\$120.62	01/07/23	Unpaid

- (b) **The date up to which the fees for the lot have been paid:**  
30/06/23
- (c) **The total of any unpaid fees or charges for the lot is:**  
Nil.
- (d) **The special fees or levies which have been struck, the dates on which they were struck, and the dates they are payable are:**  
Nil.
- (e) **Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?**  
The Owners Corporation has inspected all balconies of every unit. The report has identified a number of units which require further testing / investigation. The Owners Corporation is arranging for further investigation to be carried out to the affected lots. Should special fees be struck, the Owners Corporation would apply the "benefit principle" where the costs would be equally shared between G04, G05, G07, G08, G09, G10, G11, G12, G13, G16, 103, 110, 111, 112, 114, 120, 201, 203, 204, 206, 209, 211, 212, 214, 215, 217, 219, 301, 302, 304, ,305, 306, 308, 309, 310, 311 and 403.
- (f) **The Owners Corporation presently has the following insurance cover:**  
A copy of the Certificate of Currency is attached to this Owners Corporation Certificate.
- (g) **Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?**  
The Owners Corporation has NOT resolved that members may arrange their own insurance under Section 63 of the Act.
- (h) **The total funds held by the Owners Corporation as at 19/04/2023 are:**  
A copy of the balance sheet is attached to this Owners Corporation Certificate.
- (i) **Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?**  
None known to the Manager as at the date of this certificate.
- (j) **Are there any current contracts, leases, licenses or agreements affecting the common property?**
- An agreement has been entered into with OC Energy to own and operate an electrical embedded network at the property for the supply of electricity to residents and the common property.
  - An agreement has been entered into with Origin Energy to provide and operate a central water heating system and associated billing and the supply of unmetered cooker gas to all residents.
  - The Owners Corporation has entered into:
    - (a) a lease with the Golden Prospect Pty Ltd in relation to the grease interceptor trap being fitted on the common property (basement level);
    - (b) a lease with the Golden Prospect Pty Ltd in relation to additional storage cages on the common property (lower ground floor);

- (c) a license with the Golden Prospect Pty Ltd in relation to the outdoor area on the common property (adjacent to Lots LG.01 and LG.02 as marked on the licence); and
- (d) a license with the Golden Prospect Pty Ltd in relation to the installation of signage on the common property (on the exterior face of building for Lot LG.01 and LG.02).
- (k) Are there any current agreements to provide services to lot owners, occupiers or the public?**
- (1) Refer to item (h) – Electrical Embedded Network – operated by OC Energy
- (2) Refer to item (h) – Central Water Heating System and Cooker Gas – operated by Origin Energy
- (l) Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?**
- None known to the Manager as at the date of this certificate.
- (m) Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?**
- The Owners Corporation is a respondent to a Liability Claim (personal injury) by an ex-owner. The Owners Corporation insurer at the time of incident is providing legal liability cover to the Owners Corporation and is defending the matter on its behalf.
- (n) Has the Owners Corporation appointed, or resolved to appoint, a manager?**
- The appointed Owners Corporation Manager is:
- Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)  
PO Box 2228, Hawthorn, VIC 3122  
Phone: 03 9818 2488  
Email: [info@mocs.com.au](mailto:info@mocs.com.au)
- (o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?**
- The Owners Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.
- (p) Documents required to be attached to the Owners Corporation Certificate are:**
- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
  - A copy of the latest Minutes of the Annual General Meeting held;
  - A copy of the Insurance Certificate of Currency;
  - A copy of the OC Balance sheet;
  - A copy of the OC Rules of the Owners Corporation.

**NOTE:**

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

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

Date: 19/04/2023



On behalf of Owners Corporation 1 on Plan of Subdivision No. 714009B

Lisa Loh

Melbourne Owners Corporation Services Pty Ltd

PO Box 2228, HAWTHORN, VIC 3122

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

### **Schedule 3, Regulation 17, Owners Corporations Regulations 2018**

#### **What is an Owners Corporation?**

The lot you are considering buying is part of an owners corporation. Whenever a plan of subdivision creates common property, an owners corporation is responsible for managing the common property. A purchaser of a lot that is part of an owners corporation automatically becomes a member of the owners corporation when the transfer of that lot to the purchaser has been registered with Land Use Victoria.

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

#### **How are decisions made by an Owners Corporation?**

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

#### **Owners Corporation rules**

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

#### **Lot entitlement and lot liability**

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

#### **Further information**

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

#### **Management of an Owners Corporation**

An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

**IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.**

## Balance Sheet

### As at 19/04/2023

PS714009B

Paragon, 17-21 Queen Street, Blackburn VIC 3130

	Current period
<b>Owners' funds</b>	
<b>Administrative Fund</b>	
Operating Surplus/Deficit--Admin	47,047.95
Owners Equity--Admin	38,463.89
	85,511.84
<b>Maintenance Fund</b>	
Operating Surplus/Deficit--Sinking	4,101.66
Owners Equity--Sinking	65,658.80
	69,760.46
<b>Net owners' funds</b>	<b>\$155,272.30</b>
<b>Represented by:</b>	
<b>Assets</b>	
<b>Administrative Fund</b>	
Cash at bank--Admin	76,748.80
Receivable--Levies--Admin	11,198.99
Receivable--Owners--Admin	1,672.97
Macquarie At Call Account	280.41
	89,901.17
<b>Maintenance Fund</b>	
Cash at bank--Sinking	(2,611.26)
Receivable--Levies--Sinking	1,396.97
Macquarie TD - Maintenance Fund 2	71,476.47
Macquarie - At Call Account	2.89
	70,265.07
<b>Unallocated Money</b>	0.00
<i>Total assets</i>	160,166.24
<b>Less liabilities</b>	
<b>Administrative Fund</b>	
Creditor--GST--Admin	3,448.56
Creditors--Other--Admin	842.47
Prepaid Levies--Admin	98.30
	4,389.33
<b>Maintenance Fund</b>	
Creditor--GST--Sinking	493.35
Prepaid Levies--Sinking	11.26
	504.61
<b>Unallocated Money</b>	0.00
<i>Total liabilities</i>	4,893.94
<b>Net assets</b>	<b>\$155,272.30</b>

# Residential Strata Insurance

## Certificate of Currency



Policy Number: HS0006084525

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**Certificate Date** 06 June, 2022

**Insurer** QBE Insurance (Australia) Limited  
ABN: 78 003 191 035  
AFSL: 239545

### Important Information

This certificate confirms that from the certificate date noted above, a Policy existed for the sums insured shown.

It is not intended to amend, extend, replace or override the Policy terms and conditions. This certificate is issued as a matter of information only and confers no rights on the certificate holder.

**Period of Cover** 5/06/2022 to 5/06/2023 at 4pm

**Insured** Owners Corporation Plan No. PS 714009

**Interested Parties** None

**Situation** Unit 17 21 Queen Street, BLACKBURN, VIC, 3130

### Cover

<b>Insured Property</b>	Insured
Building	\$28,492,100
Common Area Contents	Other
Sum Insured	\$0

Loss of Rent & Temporary Accommodation (total payable)	\$4,273,815
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Floating Floorboards	Selected
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<b>Liability to Others</b>	Insured
Limit of Liability	\$20,000,000

<b>Fidelity Guarantee</b>	Insured
Sum Insured	\$100,000

<b>Voluntary Workers</b>	Insured
Death	\$200,000
Total Disablement (per week)	\$2,000

<b>Workers Compensation</b>	Not Insured
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<b>Office Bearers Legal Liability</b>	Insured
Limit of Liability	\$1,000,000

<b>Machinery Breakdown</b>	Insured
Sum Insured	\$100,000

<b>Catastrophe Insurance</b>	Insured
Sum Insured	\$4,273,815

The contract of insurance is arranged by CHUISAVER Underwriting Agency Pty Ltd (ABN 85 613 645 239, AFSL 491113) trading as Flex Insurance on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545)

# Residential Strata Insurance Certificate of Currency



Policy Number: HS0006084525

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Extended Cover - Loss of Rent & Temporary Accommodation	\$641,072
Escalation in Cost of Temporary Accommodation	\$213,690
Cost of Removal, Storage and Evacuation	\$213,690
<b>Government Audit and Related Covers</b>	Insured
Government Audit Costs	\$25,000
Appeal expenses - common property health & safety breaches	\$100,000
Legal Defence Expenses	\$50,000
<b>Lot Owners Fixtures and Improvements (per lot)</b>	Insured
Sum Insured	\$250,000
<b>Flood Cover</b>	Insured
<b>Flex+ Optional Benefits</b>	
Exploratory Costs	Selected
Extended Temporary Accommodation & Loss of Rent	Selected
Fusion	Selected
Fallen Trees	Selected
Landscaping	Selected
Fire extinguishing	Selected
Personal Property of Others	Selected
Removal, storage costs	Selected
Temporary Accommodation/Rent/contributions/storage	Selected
Emergency accommodation	Selected
Arson reward	Selected
Electricity, gas, water and similar charges – excess costs	Selected
Keys, lock replacement	Selected
Car park liability	Selected
Hiring out of sporting and recreational facilities	Selected
Wheelchairs, garden equipment, other vehicles	Selected
Court appearance	Selected

The contract of insurance is arranged by CHUISAVER Underwriting Agency Pty Ltd (ABN 85 613 645 239, AFSL 491113) trading as Flex Insurance on behalf of the insurer: QBE Insurance (Australia) Limited (ABN 78 003 191 035, AFSL 239545)

28<sup>th</sup> March 2023

To the Owners Corporation Members  
Owners Corporation Plan No. 714009B  
Paragon Apartments – 17-21 Queen Street, Blackburn VIC 3130

Dear Lot Owner,

**RE: OWNERS CORPORATION PLAN NO. PS714009B – 17-21 QUEEN STREET, BLACKBURN  
NOTICE OF INTERIM ORDINARY RESOLUTIONS - ANNUAL GENERAL MEETING ON 22-03-2023**

Please find attached the Minutes of the Annual General Meeting for Owners Corporation Plan No. PS714009B held on 22-03-2023 via Zoom Video Teleconference.

As there was no quorum, all decisions made at the meeting are deemed interim decisions. These interim decisions will become decisions of the Owners Corporation if no petition (from Lot Owners representing at least 25% of the total lot entitlements) is received within 28 days of the interim decision.

If you disagree with the interim decisions, you must petition the Manager to call another meeting within 28 days of the meeting.

The contact details for the Manager are as follows:

Melbourne Owners Corporation Services Pty Ltd  
PO BOX 2228  
Hawthorn VIC 3122

E: [info@mocs.com.au](mailto:info@mocs.com.au)

Should you require any further information or wish to discuss the attached documents, please don't hesitate to contact the undersigned via the details provided above.

Thank you.

Yours sincerely,

Veronica Yuanita  
For and on behalf of OCPS714009B

## MINUTES OF ANNUAL GENERAL MEETING OWNERS CORPORATION PLAN NO. 714009B 17-21 QUEEN STREET, BLACKBURN VIC 3130

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DATE, PLACE & TIME OF  
MEETING:

An Annual General Meeting of the Owners Corporation was held on:

Date: Wednesday, 22<sup>nd</sup> March 2023

Time: 5:00 PM

Venue: Zoom Video Conference

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1. QUORUM:

In attendance:

Lot G1 David Black  
Lot G3 Ruth Guifoyle  
Lot G9 Eddy Li  
Lot G14 Mark Sedrak  
Lot 104 Benjamin Choong  
Lot 111 Graham Harrison  
Lot 206 Robyn & John Hazlett  
Lot 207 Kathryn Cousins  
Lot 209 Indika Wijayawardance  
Lot 210 Supunnasa Suebwongrean  
Lot 215 Caron Kingsley  
Lot 304 Nam Yi Lee  
Lot 306 Elizabeth Ratnasundram  
Lot 309 Rajat Bagga  
Lot 313 Felicity Ryan  
Lot 402 Wing Yau Yee

Proxies:

Lot LG02 Django Buzo Pty Ltd (Chintan) in favour of Graham Harrison  
Lot G11 Robert Griffiths in favour of Graham Harrison

Apologies:

Lot 401 Kylie Digby  
Lot 403 Fred Fox

Present (no voting rights):

Noel Lim – Senior OC Manager – MOCS  
Veronica Yuanita – Executive Assistant – MOCS  
Lot G3 Craig Guifoyle accompanying Ruth Guifoyle

Quorum:

As 18 of the 97 lots (units of entitlements 2342 out of 10,000) were present in person or via proxy, a quorum was not present. All decisions made at the meeting are deemed interim decisions. These interim

decisions will become decisions of the Owners Corporation if no petition (from Lot Owners representing at least 25% of the total lot entitlements) is received within 28 days of the interim decision.

**2. CHAIRPERSON:**

It was resolved:

To appoint Veronica Yuanita to chair the meeting.

**3. MINUTES:**

It was resolved:

That the minutes of the previous Annual General Meeting held on 17/02/2022 as attached to the Notice of Meeting be accepted.

**4. INSURANCE:**

It was resolved:

- a) That the insurance policy certificate of currency as attached to the Notice of Meeting be accepted.
- b) To accept to have an Insurance Valuation carried out on the Building and Common Contents every 5 years and the Owners Corporation to amend the insurance cover in accordance with the recommendations of each valuation that is prepared.
- c) That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.

**Note:**

- The insurance policy is based on the valuation dated 08/07/2019.
- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years.
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.

- If no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

**5. REPORTS:**

It was resolved:

To accept the following reports: (where applicable)

a) Committee Report

Wing Yau Yee on behalf of his fellow Committee Members expressed his appreciation towards Graham Harrison for his hard work and contribution as the Committee Chairperson of Paragon Apartments Owners Corporation.

b) Manager's Report

Note:

- A tier one (>100 occupiable lots) owners corporation or a tier two (51-100 occupiable lots) owners corporation must prepare and approve a maintenance plan.
- A tier three (10-50 occupiable lots) owners corporation, a tier four (3-9 occupiable lots) owners corporation or a tier five (2 occupiable lots or services only) owners corporation may prepare and approve a maintenance plan

**6. AUDITOR:**

It was resolved:

- To accept the auditor's report on the financial statements for the period 1/10/2021 to 30/09/2022 as attached to the Notice of Meeting.
- To undertake an annual financial audit/review for the period ending 30/09/2023.

**7. FINANCIAL REPORTS:**

It was resolved:

That the audited financial statements for the period 1/10/2021 to 30/09/2022 as attached to the Notice of Meeting be accepted.

Note: Any queries regarding the Financial Reports, please forward to the manager in writing at least 72 hours prior to the meeting.

**8. BUDGET & CONTRIBUTIONS:**

It was resolved:

- That the proposed Administration Fund Budget for the period 01/10/2022 to 30/09/2023, as attached to the Notice of Meeting be accepted.

- b) That the Administration Fund contribution be set at \$230,000.00 plus GST per annum to commence on the 01/10/2022.
- c) That the proposed Maintenance Fund Budget for the period 01/10/2022 to 30/09/2023, as attached be tabled and adopted.
- d) That the Maintenance Fund contribution be set at \$26,356.50 plus GST per annum to commence on the 01/10/2022.
- e) That the Administration Fund & Maintenance Fund contributions be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1<sup>st</sup> October, 1<sup>st</sup> January, 1<sup>st</sup> April and 1<sup>st</sup> July of each year.
- f) That an adjustment levy totaling \$12,750.00 plus GST be struck and levied on a Unit of Lot Liability basis to collect the increase in the Administrative Fund levy contributions for the period 01/10/2022 to 30/09/2023. The adjustment levy is due and payable on 01/07/2023.

**9. ARREARS & PENALTY INTEREST:** It was resolved:

- a) That Owners Corporation Plan No. 714009B continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
- b) That Owners Corporation Plan No. 714009B engages the services of a lawyer, debt collection agency and/or apply to VCAT or a court of competent jurisdiction to recover debt from Members as required.
- c) That a Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners and/or Melbourne Owners Corporation Services Pty Ltd in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.
- d) That Owners Corporation Plan No. 714009B delegates the powers to Melbourne Owners Corporation Services Pty Ltd to waive any penalty interests (excluding levies) up to \$10.00. All other amounts require approval from the Committee.

Note:

- Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.
- Members are also reminded that the onus is with the Member to ensure that they inform Melbourne Owners Corporation Services Pty Ltd of any change to their mailing address for all correspondence.

**10. APPOINTMENT OF COMMITTEE:**

It was resolved:

- a) That the following persons be elected to the Committee for Owners Corporation Plan No. 714009B.

Lot LG2 Chintan Engineer  
Lot 104 Benjamin Choong  
Lot 111 Graham Harrison  
Lot 210 Supunnasa (Supa) Suebwongrean  
Lot 402 Wing Yau Yee

- b) That the Chairperson of Owners Corporation be elected at the first Committee Meeting.
- c) That the Secretary of the Owners Corporation be elected at the first Committee Meeting.

It was noted that at least three members of the Committee be members of the Grievance Committee as needed.

Note: The appointment of Committee Member is done at an Annual General Meeting only. If an owner is interested in working with the Committee after the Annual General Meeting, they can be accepted as a Sub-Committee members for particular projects e.g. Gardening Sub-Committee. Sub-Committee members however would not be eligible to vote in Committee Meetings.

**11. INSTRUMENT OF DELEGATION:**

It was resolved:

- a) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation Committee to ensure the efficient and effective operation of the Owners Corporation except for the removal/termination of the Committee or officer of the Owners Corporation (including the Manager), or a power or function that requires a unanimous resolution or a special resolution.

- b) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to Melbourne Owners Corporation Services Pty Ltd, to carry out the functions and duties as set out in the Contract of Appointment.

**12. ESSENTIAL SAFETY:** Note: Each Member is reminded of their responsibility for the maintenance and reporting on essential service requirements including but not limited to balcony, balustrade, smoke detectors, sprinkler heads and the entry door within their lot if non-compliant to the appropriate Australian Standards.

**13. GENERAL BUSINESS**

**13.1 Appreciation**

Graham Harrison as the Committee Chairperson of Paragon Apartments Owners Corporation expressed his appreciation to fellow Committee Members for their hard work, support, and contribution to the Owners Corporation.

**13.2 Floor Grate – Garage Entrance**

It was advised that the floor grate located near garage entrance is rattling, pins may need to be tightened. MOCS to organise necessary repair.

**14. CLOSE OF MEETING:** There being no further business, the meeting closed at 5:30PM.

## **Owners Corporation Additional Rules**

**PS 714009B**

**17-21 Queen Street, Blackburn**

### **1 Use and behaviour by owners, occupiers and invitees**

- (a) Without limiting any specific rules on any subject or matter, an owner, must not, and must ensure that the occupier of an owner's lot does not:
- (i) use the common property or the common facilities or permit the common property or common facilities to be used in such a manner as to unreasonably interfere with or prevent its use by other owners or occupants of lots or their families or visitors;
  - (ii) use or permit the common property or the common facilities to be used for any purpose other than that for which they were designed;
  - (iii) do or suffer to be done in or upon the common property or the common facilities any act, matter or thing that may render any insurance in respect of the building void or voidable or by reason of which the rate of premium of any such insurance may be liable to be increased;
  - (iv) use or permit any lot, the common property or common facilities to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other owner or occupier of any lot or the families or visitors of any such owner or occupier;
  - (v) fail to accept liability for and compensate the owners corporation in respect of all damage to the common property or personal property vested in it caused by any such owner, occupier or their invitees;
  - (vi) fail to clear on each and every day the contents of the owner's mail receiving box;
  - (vii) fail to inform of and require compliance with all owners corporation rules and regulations by any occupier, guest, visitor or invitee of any kind;
  - (viii) operate or permit to be operated on a lot (or within it) any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property or in another lot;
  - (ix) without the prior written consent of the owners corporation manager, keep anything inside a lot that is visible from outside the lot and that when viewed from outside is not in keeping with the rest of the development;
  - (x) obstruct the lawful use of common property by any person.
- (b) An owner or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed and must not use language or behave in a manner likely to cause offence or

embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

- (c) An owner or occupier of a lot must not smoke, eat, drink alcohol or other beverages in glass containers or receptacles of any kind in the stairwells, lifts, foyers, car park, lobbies or any area forming part of the common property.
- (d) An owner or occupier of a lot must not dispose or permit the disposal of cigarette butts, litter or any other materials over balconies or in common property except in those areas designate from time to time by the owners corporation.
- (e) If an owner or occupier fails to comply or abide with the directions, rules, or decisions made by the owners corporation, the owners corporation is entitled to take such action as is required to remedy the breach, and shall be entitled to recover the costs of doing so from the owner or occupier.

## **2 Vehicles, driveways and bike parks**

- (a) Only motor vehicles and motor bikes are permitted to be located in a lot's allocated car space and a lot's allocated car space can only be used for the storage of motor vehicles and motor bikes.
- (b) An owner must not, and must ensure that the occupier of an owner's lot does not:
  - (i) close in its car parking space to make a private garage-style car parking space without the prior written approval of the owners corporation;
  - (ii) permit bicycling, rollerblading, skate boarding, roller skating, or ball games in the bike parking areas or access pathways or any part of the common property;
  - (iii) permit any bicycle to be brought into a lot or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the owners corporation or its building manager from time to time.
- (c) Bicycles are only to be left in the designated bicycle storage areas. Owners with bicycles must coordinate usage of bicycle racks with the owners corporation manager or the building manager. No bicycle is to be left on a rack without prior approval and allocation by the owners corporation manager or the building manager. Bicycle racks will be allocated on a first come first serve basis with a maximum allocation of one bicycle rack per apartment.
- (d) An occupier of a lot must only use the car parking space that belongs or has otherwise been allocated to its lot.

## **3 Storage cages**

- (a) An owner must not, and must ensure that the occupier of an owner's lot does not use a storage cage or a storage area:
  - (i) for any purpose other than the purpose for which it is designed, without the prior written consent of the owners corporation; and

- (ii) to store any:
  - (A) inflammable, explosive or dangerous substances or offensive items; or
  - (B) heavy objects or anything likely to damage the common property, the development, the storage cage or the storage area.
- (b) Owners and occupiers must obtain insurance for any contents kept in a storage cage or storage area. The insurance of the owners corporation does not cover contents kept in storage cages, storage areas or car spaces.

#### **4 Noise**

An owner must not and must ensure that the occupier of an owner's lot does not:

- (a) make or permit to be made any undue noise in or about the common property or any lot affected by the owners corporation;
- (b) make or permit to be made noise from music, machinery or other sources, including social gatherings, musical instruments, television sets, radios, stereos, CD players or the like which may be heard outside the owner's lot between the hours of 10.00 pm and 8.00 am;
- (c) create upon the owner's lot any noise likely to be objected to or which would be likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property;
- (d) hold any social gathering or create noise likely to be objected to in the common areas or on balconies, courtyards or patios and must ensure that any such noise is minimised by closing all doors, windows and curtains on the owner's lot and also take such further steps as may be within the owner's or occupier's power to effect between the hours of 10.00 pm and 8.00 am;
- (e) allow guests to leave a lot between 10.00 pm and 8.00 am without making sure they do so in a quiet and orderly manner as to not cause any disturbance to any other owners or occupiers;
- (f) leave or return to a lot between 10.00 pm and 8.00 am without making sure they do so in a quiet and orderly manner as to not cause any disturbance to any other owners or occupiers;
- (g) without limiting the generality of the foregoing, use hammer drills, jack hammers, or carry on any building, renovations or the like in a lot on weekends or public holidays or outside the hours of 9.00 am to 5.00 pm on weekdays.

#### **5 Animals**

- (a) An owner must not, and must ensure that the occupier of an owner's lot does not:
  - (i) keep any animal within an owner's lot without having first notified the owners corporation;

- (ii) keep any animal on the common property, common facilities or within the owner's lot after being given notice by the owners corporation to remove such animal after the owners corporation has resolved that the animal is causing a nuisance;
  - (iii) exercise any animals on common property, allow any animal to roam freely or allow any animal to defecate or urinate on common property at any time;
  - (iv) fail to clean up any animal debris or make good any damage to common property caused by an animal;
  - (v) fail to clean up each day any animal debris from balconies, courtyards or patios within an owner's lot;
  - (vi) keep any animal on a balcony, courtyard or patio within the owner's lot if the owner, occupier or an invitee is not present.
- (b) Any cats or dogs kept on an owner's lot must be microchipped and registered with the Whitehorse City Council.

More information is available at <http://www.whitehorse.vic.gov.au/animal-registrations.html>

## **6 Balconies, patios, courtyards and external appearance**

- (a) An owner must not, and must ensure that the occupier of an owner's lot does not:
- (i) allow any balcony or open area forming part of a lot to become unkempt or unsightly;
  - (ii) hang any clothes, wind chimes, decorations, store bicycles or other articles from or on the outside of an owner's lot or the common property or on or from any balcony, entrance or landing of an owner's lot or the common property except in specific areas (if any) designated for that purpose by the owners corporation;
  - (iii) install any fly wire screen, tinting or other window treatment, awning, security door, bars, grilles or any other exterior fixture or fitting without first having obtained written permission to do so from the owners corporation. Permission will only be considered if the external appearance of the lot is maintained as per the existing colour scheme and in compliance with all laws;
  - (iv) keep any plants, planter boxes or pots on any balcony, patio or courtyard that are not maintained in good health and condition and further that the size and type of plant shall not extend beyond the boundary of the lot or obstruct the views from another lot. Care must be taken when watering or cleaning to ensure no water or refuse or other item falls onto another owner's lot;
  - (v) construct or erect or install any sheds, kennels, synthetic grass or structures of any nature or description on any balcony, patio or courtyard;

- (vi) install any external wireless, television aerial, sky dish receiver, satellite dish or receiver, wiring, cables, pipes or any other apparatus to the external face of the building;
  - (vii) install any air-conditioning unit in a lot or on a balcony, patio or courtyard without having received prior written permission from the owners corporation;
  - (viii) hang curtains, blinds or window coverings of any type visible from outside the lot without prior written consent from the owners corporation unless those curtains, blinds or window covers meet the colour and specifications specified by the owners corporation (the colour and specifications are available on request from the owners corporation manager);
  - (ix) obstruct entrance to a lot, balcony, courtyard or other area forming part of an owner's lot by the building manager, owners corporation manager or contractor engaged by the owners corporation for the purposes of maintenance or cleaning of the building structure including glass on balconies, box gutters or any emergency repairs;
  - (x) paint, finish or otherwise alter the external façade of any part of the building or any improvement forming part of the common property or their lot;
  - (xi) place any items on any ledge.
- (b) An owner must, and must ensure that the occupier of an owner's lot secures any item that is permitted to be on a balcony or terraces so that it cannot be dislodged during high winds

## **7 Rubbish**

- (a) An owner must not, and must ensure that the occupier of an owner's lot does not:
- (i) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the owners corporation;
  - (ii) deposit any items or articles of rubbish including but not limited to any items of a non- household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the owners corporation as separate collection for items of this nature;
  - (iii) throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows, doors, balconies, stairwells onto another owner's lot or the common property. Any damage or cost for cleaning or repair caused by breach of this rule will be borne by the occupier of the owner's lot.
- (b) An owner must, and must ensure that the occupier of an owner's lot:
- (i) keep all garbage and refuse within the owner's lot in tidily secured containers and place the member's garbage or refuse for collection in conformity with the hygiene regulations of the owners corporation or the City of Whitehorse (as determined from time to time);

- (ii) remove all garbage and refuse from the owner's lot only in accordance with the hygiene regulations of the owners corporation or the City of Whitehorse (as determined from time to time) and at such times as may be designated as acceptable by the owners corporation;
  - (iii) ensure that all garbage of a wet nature is appropriately strained and wrapped to prevent spillage;
  - (iv) ensure that any ash, dust, cleaning refuse, scourings, broken glass, metal pieces and similar materials are appropriately wrapped to ensure the safety of occupants, contractors and garbage collectors; and
  - (v) 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.
- (c) The following rules apply to owners and occupiers in respect of waste disposed using the rubbish chutes provided in the development:
- (i) all waste disposed of using the chutes must be contained in tied plastic bags (except for glass, paper, cans and bottles);
  - (ii) glass, paper, cans and bottles are to be disposed of directly into the recycling chute. These items must not be bagged;
  - (iii) cardboard boxes and cartons must not be disposed of into the chutes and are to be flattened and disposed directly in the bin room;
  - (iv) if the bin chute(s) become blocked and the owners corporation is able to identify the responsible owner or occupier, the cost to reinstate the chute(s) may be recovered from that owner or occupier;
  - (v) an owner or occupier must not place any body part, such as hands or arms, into a chute beyond the door frame of a chute;
  - (vi) items that must not be disposed of using a chute include cigarette butts, ignition sources, fluids, items weighing over 35kg or any items which may block the chute;
  - (vii) all items which cannot be disposed of using the chute (subject to observing all Rules, and Guidelines) may be disposed of in the bins within the bin rooms located within the carpark;
  - (viii) no items are to be left in front of the chutes (clear access to chutes and emergency exit doors is required at all times);
  - (ix) no flammable items are to be disposed of through the chutes or the bin room;
  - (x) hard rubbish (for example glass, brick, crockery, appliances or similar) must not be disposed of through the chutes. An owner or occupier is responsible for the disposal of hazardous rubbish, hard rubbish or large items and must make private arrangements for the disposal of such items; and

- (xi) cardboard cartons and rubbish must not be left on the premises by tradesmen. This type of rubbish must be removed by the trades or service people and must not be left on the common property.

## 8 Relocations, deliveries, tradesman and moving of articles

An owner must not, and must ensure that the occupier of an owner's lot does not:

- (a) give less than 72 hours' notice in writing to the owners corporation or its representative before any furniture, fittings, furnishings or equipment may be moved in or out of any lot and the moving of any such items must be done in a manner, at the time and in compliance with any conditions directed by the owners corporation manager. A levy of \$200 is levied to the individual lot owners benefitting from the move pursuant to section 28(3) of the *Owners Corporations Act 2006* (Vic) (**Act**);
- (b) undertake any removals on weekends or public holidays at all. Move ins and move outs or shifting of furniture or other items may only occur during business hours Monday to Friday;
- (c) allow the loading and unloading of vehicles other than entirely within the development at such locations and at such times as to cause minimum interference with other vehicular traffic and strictly in accordance with the regulations made by the Owners Corporation and by the City of Whitehorse from time to time;
- (d) damage, obstruct or interfere with the lift, stairways, corridors or any common property when moving any items in or out of any lot;
- (e) permit any vehicles to restrict access to the building;
- (f) place any furniture or other items in a lift other than that specified by the owners corporation manager and, in any event, not until protective covers have been placed in the lift by the owners corporation manager;
- (g) permit any furniture or other items to come into contact in any way with the lift doors, including static contact of leaning or stacking against the door;
- (h) allow cardboard cartons and rubbish to be left on the common property by tradesmen;
- (i) leave moving-in waste on the common property and must ensure that all rubbish is cleared from the common property following a move.

## 9 Building works

- (a) An owner must not, and must ensure that the occupier of an owner's lot does not undertake any building works within or about or relating to an the owner's lot except in accordance with the following requirements:
  - (i) any such building works may only be undertaken:
    - (A) after all requisite permits, approvals and consent under all relevant laws have been obtained;

- (B) copies of any such permits, approvals or consents have been given to the owners corporation manager or their representative; and
  - (C) strictly in accordance with any such permits, approvals or consents and any conditions of those permits, approvals or consents;
- (ii) the owner or occupier of a lot must at all times ensure that any such building works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance or inconvenience to other lot owners and occupiers.
- (b) The owner or occupier of a lot must not proceed with any such building works until the owner or occupier:
- (i) submits to the owners corporation plans and specifications of any building works proposed which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building;
  - (ii) supplies the owners corporation with such further particulars of those proposed building works as may be requested by the owners corporation to enable the owners corporation to be reasonably satisfied that the proposed works are in accordance with the reasonable aesthetics and orderly development of the building, do not endanger the building and are compatible with the overall services to the building and the individual floors;
  - (iii) supplies to the owners corporation with a copy of its contractor's all risk insurance policy taken out for the protection of the owners corporation during the building works and any possible consequential damage caused as a result of the building works; and
  - (iv) receives written approval for those building works from the owners corporation.
- (c) If the owners corporation, acting reasonably, determines that any such building works:
- (i) are not in accordance with the reasonable aesthetics and orderly development of the building,
  - (ii) endanger the building; or
  - (iii) are not compatible with the overall services to the building and the individual floors,
- then the owners corporation may refuse its consent to the building works.
- (d) The owner or occupier of a lot must ensure that the owner or occupier (including servants, agents or contractors undertaking such building works) comply with the proper and reasonable directions of the owners corporation concerning the method of building operations, means of access, use of common property, on-site management, building protection, delivery of materials, parking of vehicles, disposal of waste and hours of work.

- (e) The owner or occupier of a lot must ensure that the servants, agents and contractors are supervised in the carrying out of such building works so as to minimise any damage to or dirtying of the common property and any services.
- (f) The owner or occupier of a lot must immediately make good all damage to and dirtying of the building and common property which are caused by such building works and if the owner or occupier fails to immediately do so after provision of notice by the owners corporation or the owners corporation manager, the owners corporation may in its absolute discretion to make good any such damage or dirtiness and charge the cost of the same to the owner or occupier.
- (g) An owner or occupier of a lot must promptly notify the owners corporation or the owners corporation manager on becoming aware of any damage to or defect in the common property or any personal property vested in the owners corporation.
- (h) The owner or occupier of a lot must compensate the owners corporation in respect of any damage to the common property or personal property vested in the owners corporation caused by that owner or occupier or their respective tenants, licenses or invitees.

## 10 Signage

An owner must not, and must ensure that the occupier of an owner's lot does not:

- (a) permit any placard, advertisement or signage in or upon the owner's lot or upon the common property without the prior written consent of the owners corporation and then only in accordance with the terms and conditions specified in such consent;
- (b) permit any advertising material, logos, sign writing to any external window or glazing or external solid face of a lot without the prior written consent of the owners corporation.

This rule 10 does not apply to commercial lots.

## 11 Damage, repairs and maintenance

- (a) An owner must not, and must ensure that the occupier of an owner's lot does not:
  - (i) damage, deface or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, landing or any other property of the owners corporation located on, in or attached to the common property. If the owners corporation expends money to make good damage caused by any owner or the owner's tenants, guests, servants or invitees, the owners corporation will be entitled to recover the amount so expended as a debt due in any action in any court of competent jurisdiction from the owner of the lot;
  - (ii) interfere with or attempt to redirect any maintenance works being attended to by tradespersons, contractors or others engaged by the owners corporation;
  - (iii) interfere with the operation, function or control of any of the common property or any fixtures, fittings or equipment installed on or servicing the common property;

- (iv) store any inflammable liquid or chemical on any lot or any part of the common property or suffer to be done any act or thing which may cause any policy of insurance on the buildings, common property or any other improvements to be invalidated or become void or voidable or which may cause an increase to the premium payable in respect of any such insurance. 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;
  - (v) interfere or activate any of the building's fire protection services including but not limited to alarms, sprinklers, smoke detectors, fire extinguishers and fire hydrants except in the case of an emergency. The owners corporation may recover the cost of any charges for false alarms or making good any damage caused by the interference to or activation of the building's fire protection services from the owner or occupier;
  - (vi) modify any air conditioning, heating or ventilation system or associated ducting servicing that lot without the prior written consent of the owners corporation;
  - (vii) install covering to any storage areas without the prior written consent of the owners corporation. Any covering must comply with the fire regulations (i.e. by being fire retardant and of a colour approved by the owners corporation).
- (b) An owner or occupier of a lot must:
- (i) grant to the owners corporation its servants and agents upon the owner or occupier being given twenty-four (24) hours prior written notice, the right of access to any balcony forming part of the owner's lot for the purpose of maintenance of the external walls of the common property and the cleaning of the outside of the windows and external façade of the common property (in the case of an emergency, the owners corporation may have immediate access to the owner's lot and will not be required to give 24 hours prior written notice);
  - (ii) ensure that all smoke detectors and fire equipment installed in the owner's lot (excluding sprinklers linked to the main building system) are properly maintained and tested;
  - (iii) ensure that the front door to the apartment is maintained in accordance with the fire regulations and certificate of occupancy as a fire door and that no additional locks, chains, deadlocks or peepholes be installed on the door which may interfere with its use as a fire exit or void the integrity of the structure as a fire exit door under the fire regulations;
  - (iv) ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of the owner's lot;
  - (v) ensure that any air-conditioning unit is maintained in accordance with the manufacturer's instructions and that any drainage trays are regularly

emptied so as to ensure that water is not falling onto another lot within the owners corporation or the common property;

- (vi) ensure that all accessible doors, windows, awnings and balcony glass on the owner's lot are properly maintained and regularly cleaned;

## 12 Short stays

If a residential lot owner grants a lease or licence over its lot to an occupier (**Lease**), the residential lot owner must at its cost ensure that the Lease is for a term of not less than 6 months.

## 13 Charging of interest and recovery of amounts owed to the owners corporation

- (a) The owners corporation will charge penalty interest of no more than the rate for the time being fixed under section 2 of the *Penalty Interest Rates Act 1983* (Vic) on outstanding amounts owed to the owners corporation.
- (b) The owners corporation may recover any amount owed to the owners corporation in a court of competent jurisdiction (including VCAT) including all legal costs incurred by the owners corporation in collection of the same.
- (c) The owner of a lot must not permit tenants or occupiers to avoid paying the cost of damage, false alarms or other amounts from time to time owed to the owners corporation. If the amount is not paid within 7 days, or within the agreed period, the owner will become liable to the owners corporation for the amount.
- (d) The owner of the lot must reimburse the owners corporation any monies expended in debt collection or searching for correct correspondence addresses including land titles searches, private detective, administration fees or any other fees reasonably expended in relation to the owner's lot.
- (e) A lot owner who sells a lot must advise the owners corporation of the name and address of the new owner within one month of the completion of the contract.
- (f) A person who acquires a lot must advise the owners corporation of the person's name and address within one month of the completion of contract.
- (g) A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the owners corporation of the lot owner's mailing address for service of notices and any changes to it as soon as possible
- (h) A lot owner must provide a street address for correspondence purposes to the owners corporation. PO Box addresses will not be accepted.

## 14 Commercial lots additional requirements

The following conditions apply to the use of the commercial lots and must be observed by the owner or occupier of a commercial lot and persons under their control:

- (a) the owner or occupier of a commercial lot must keep the lot maintained in a clean, neat and tidy condition at all times;

- (b) the owner or occupier of a commercial lot must keep its internal furniture, equipment and other miscellaneous items neat and in maintainable order so as not to detrimentally impact the overall appearance of the building;
- (c) the owner or occupier of a commercial lot will be responsible for its own rubbish disposal in accordance with all laws;
- (d) the owner or occupier of a commercial lot must ensure that the bin room made available for the use of the commercial lots (**Commercial Lot Bin Room**) is maintained in a reasonably clean, neat and tidy condition at all times having regard to the bin room's use as place for disposing of rubbish. If the bin room is not maintained in accordance with this rule, the owners corporation may arrange for the Commercial Lot Bin Room to be cleaned and may recover the cleaning costs from the owner or occupier which caused the non-compliant condition of the Commercial Lot Bin Room, Where responsibility for the non-compliant condition of the Commercial Lot Bin Room cannot be determined, the owners corporation may recover the cleaning costs from all owners or occupiers of commercial lots by apportioning the total cleaning cost between the commercial lots based on the lot liabilities of the commercial lots;
- (e) a licensee of a retail or commercial area will be responsible for all costs associated with the cleaning, repair and maintenance of the area licensed to it. Any such licensee will be responsible for ensuring that these areas are kept in a clean, neat and tidy condition at all times.

## 15 Signage on commercial lots

The owner or occupier of a commercial lot:

- (a) must not affix any signs, advertising material, logos or sign writing to the external face of a lot or the common property without the prior written consent of the owners corporation (such consent must not be unreasonably withheld);
- (b) must ensure that any signs, advertising material, logos or sign writing:
  - (i) are presented in an orderly manner;
  - (ii) are maintained in a neat and tidy condition; and
  - (iii) do not detrimentally impact the reputation of the development.

## 16 Relationship with model rules

If there is any conflict or inconsistency between these rules and the model rules prescribed under the Regulations (a copy of which is attached as Annexure A), these rules prevail to the extent of such conflict or inconsistency.

## 17 Complaints and disputes

- (a) Any dispute or other matter arising under the Act (or its regulations) or these rules that affects the owners corporation (including the operation of the owners corporation, an alleged breach by a lot owner or an occupier of a lot of an obligation imposed on that person by the Act (or its regulations) or these rules or

the exercise of a function by a manager in respect of the owners corporation) (**Dispute**) must be dealt with at first instance in accordance with this rule 17.

- (b) A party to a Dispute must not initiate legal proceedings or complain to the Director (as that term is defined in the Act) in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this rule 17.
- (c) The party making the complaint must in the first instance notify the owners corporation manager, or where the owners corporation manager is the subject of or involved in the Dispute, the owners corporation committee (**Committee**), of the Dispute in writing. The owners corporation manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the owners corporation manager or received directly from an owner or occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:
  - (i) arrange a meeting between the parties to resolve the Dispute; or
  - (ii) waive the requirement for the parties to meet.
- (d) Notwithstanding the course of action decided by the Committee under rule 17(c), the parties to the Dispute must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of the parties to the Dispute without resort to legal proceedings or other avenues of dispute resolution.
- (e) Without limiting the generality of this rule 17, where no formal complaint is made by an owner or occupier and the owners corporation otherwise becomes aware of a Dispute, the owners corporation (through the owners corporation manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:
  - (i) arrange a meeting between the parties to resolve the Dispute; or
  - (ii) waive the requirement for the parties to meet.
- (f) If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 17(c)(i) or 17(e)(i), the parties may revert to the dispute resolution mechanisms set out in the Act or other law.

## **ANNEXURE A**

### **Model Owners Corporation Rules**

If the Model Rules provide for a matter and the Registered Rules of the Owners Corporation do not provide for that matter, the Model Rules relating to that matter are deemed to be included in the Rules of the Owners Corporation (refer section 139(3) *Owners Corporations Act 2006* (Vic))

### **Model Rules**

#### **1 Health, Safety & 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**

- (a) 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.
- (b) This rule does not apply to:
  - (i) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - (ii) 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.

#### **2 Management and administration**

##### **2.1 Metering of services and apportionment of costs of services**

- (a) 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.
- (b) 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.
- (c) Subrule (b) does not apply if the concession or rebate:

- (i) 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
- (ii) is paid directly to the lot owner or occupier as a refund.

### **3 Use of Common Property**

#### **3.1 Use of common property**

- (a) 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.
- (b) An owner or occupier of a lot must not, without the written permission of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
- (c) An approval under subrule (b) may state a period for which the approval is granted.
- (d) 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.
- (e) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (d) must remove that animal.
- (f) Subrules (d) and (e) do not apply to an animal that assists a person with an impairment or disability.

#### **3.2 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 an owners corporation.

#### **3.3 Damage to common property**

- (a) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.
- (b) 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.
- (c) An approval under subrule (a) or (b) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

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

## **4 Lots**

### **4.1 Change of use of lots**

- (a) 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.
- (b) 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 Behaviour of persons**

### **5.1 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.

### **5.2 Noise and other nuisance control**

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

## **6 Dispute resolution**

- (a) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.
- (b) The party making the complaint must prepare a written statement in the approved form.
- (c) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (d) If there is no grievance committee of the owners corporation, 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.

- (e) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation within 14 working days after the dispute comes to the attention of all parties.
- (f) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- (g) If the dispute is not resolve, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- (h) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

Certified by the Secretary of the Owners Corporation



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**Sherry Li**  
**Owners Corporation Manager**



The Common Seal of Owners Corporation Plan No. PS 714009B



\*\*\*\* Delivered by the LANDATA® System, Department of Environment, Land, Water & Planning \*\*\*\*

## ROADS PROPERTY CERTIFICATE

The search results are as follows:

Rebecca Kaigg  
Shop 3, The Gateway, 230 Cranbourne - Frankston rd  
LANGWARRIN 3910

Client Reference: 236636

NO PROPOSALS. As at the 5th April 2023, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

21 QUEEN STREET, BLACKBURN 3130  
CITY OF WHITEHORSE

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

Date of issue: 5th April 2023

Telephone enquiries regarding content of certificate: 13 11 71

**[Vicroads Certificate] # 68471704 - 68471704141118 '236636'**

# Property Clearance Certificate

Taxation Administration Act 1997



SILVERTHORN CONVEYANCING

**Your Reference:** 236636  
**Certificate No:** 62561983  
**Issue Date:** 05 APR 2023  
**Enquiries:** ESYSPROD

**Land Address:** APARTMENT 105, 17 -21 QUEEN STREET BLACKBURN VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
43427829			11824	148	\$0.00

**Vendor:** ELIZABETH KING  
**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS ELIZABETH HAZEL GRACE KING	2023	\$41,000	\$0.00	\$0.00	\$0.00

**Comments:**

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
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**Comments:**

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.

**Paul Broderick**  
Commissioner of State Revenue

**CAPITAL IMP VALUE:** \$300,000

**SITE VALUE:** \$41,000

**AMOUNT PAYABLE:** \$0.00

# Notes to Certificates Under Section 95AA of the *Taxation Administration Act 1997*

Certificate No: 62561983

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## Power to issue Certificate

1. The Commissioner of State Revenue can issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

## Amount shown on Certificate

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

## Land tax is a first charge on land

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

## Information for the purchaser

4. If a purchaser of the land described in the Certificate has applied for and obtained a Certificate, the amount recoverable from the purchaser cannot exceed the 'amount payable' shown. A purchaser cannot rely on a Certificate obtained by the vendor.

## Information for the vendor

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

## General information

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

## For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$41,000

Calculated as \$0 plus ( \$41,000 - \$0) multiplied by 0.000 cents.

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## Property Clearance Certificate - Payment Options

**BPAY**




Billers Code: 5249  
Ref: 62561983

**Telephone & Internet Banking - BPAY®**

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

[www.bpay.com.au](http://www.bpay.com.au)

**CARD**



Ref: 62561983

**Visa or Mastercard**

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

[sro.vic.gov.au/paylandtax](http://sro.vic.gov.au/paylandtax)

## Vendor/supplier GST withholding notice

Pursuant to section 14-255 Schedule 1 *Taxation Administration Act 1953* (Cwlth)

**To:** Purchasers/Recipient:

**Property address:** Apartment 105, 17-21 Queen Street, Blackburn VIC 3130

**Lot no.:** 105 **Plan of subdivision:** 714009B

The Purchasers/Recipient are not required to make a payment under section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property.

**From:** Vendor: Elizabeth Hazel Grace King

**Dated:** 18/04/2023

**Signed by or on behalf of the Vendor:** *Silverthorn Conveyancing*

# Due diligence checklist

## What you need to know before buying a residential property

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

## Urban living

### Moving to the inner city?

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

### Is the property subject to an owners corporation?

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

## Growth areas

### Are you moving to a growth area?

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

## Flood and fire risk

### Does this property experience flooding or bushfire?

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

## Rural properties

### Moving to the country?

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

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

### Can you build new dwellings?

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

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

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

## Soil and groundwater contamination

### Has previous land use affected the soil or groundwater?

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

(04/10/2016)

## **Land boundaries**

### **Do you know the exact boundary of the property?**

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

## **Planning controls**

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

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

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

### **Are there any proposed or granted planning permits?**

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

## **Safety**

### **Is the building safe to live in?**

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

## **Building permits**

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

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

### **Are any recent building or renovation works covered by insurance?**

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

## **Utilities and essential services**

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

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

## **Buyers' rights**

### **Do you know your rights when buying a property?**

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