

# CONTRACT OF SALE OF REAL ESTATE

Part 1 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

**Property Address: 336 Station Street, CHELSEA VIC 3196**

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 the 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 ...../...../20.....

Print name of person signing: .....

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

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

Print name of person signing CARMEN SYLVIA JANKE

State nature of authority if applicable (e.g. 'director', "attorney under power of attorney") .....

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

## IMPORTANT NOTICE TO PURCHASERS

### Cooling-off period

Section 31  
**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; or
- the property is used primarily for industrial or commercial purposes; or
- the property is more than 20 hectares in size and is used primarily for farming; or
- you and the vendor 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.

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

### Off-the-Plan Sales

Section 9AA(1A)  
**Sale of Land Act 1962**

- You may negotiate with the vendor about the amount of deposit moneys payable under the contract of sale, up to 10 per cent of the purchase price.
- A substantial period of time may elapse between the day on which you sign the contract of sale and the day on which you become the registered proprietor of the lot.
- The value of the lot may change between the day on which you sign the contract of sale of that lot and the day on which you become the registered proprietor.

## PARTICULARS OF SALE

### VENDOR'S ESTATE AGENT

Est8 Agent  
Of 265C Bluff Road,  
Sandringham

Tel: 9131 4344

Fax:

Ref:

Email: admin@est8agent.com.au

### VENDOR

Carmen Sylvia Janke  
Of 42 Scotch Avenue, Chelsea VIC 3196

Tel:

Email:

### VENDOR'S LEGAL PRACTITIONER OR CONVEYANCER

**Right Choice Conveyancing**  
of 401A Nepean Highway, Chelsea 3196

Tel: 03 9772 8000

Fax: 03 9772 3088

Ref: 18S/0405

Email: info@rightchoice.com.au

### PURCHASER

Tel:

Email:

### PURCHASER'S LEGAL PRACTITIONER OR CONVEYANCER

Tel:

Fax:

Ref:

Email:

**LAND** (general conditions 3 & 9)

The Land is:-  
Described in the table below

Certificate of Title Reference	Being Lot	On plan
Volume 11004 Folio 009	26	PS548594K

The Land includes all improvements and fixtures.

### **PROPERTY ADDRESS**

The address of the land is: **336 Station Street, CHELSEA VIC 3196**

**GOODS SOLD WITH THE LAND**  
(general condition 2.3(f))

All Fixture and Fittings of a Permanent Nature.

**PAYMENT** (general condition 11)

Price

Deposit

Balance

\$

by  
(of which \$ 0 has been paid)  
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:

GOING CONCERN

**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:

SUBJECT TO LEASE

**Residential tenancy agreement for a fixed term ending 1 June 2019.**

**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:

**SPECIAL CONDITIONS**

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

SPECIAL CONDITIONS

If the contract is subject to 'special conditions' then particulars of the special conditions are as follows.

## Special Conditions

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

- each special condition is numbered;
- the parties initial each page containing special conditions;
- a line is drawn through any blank space remaining on this page; and
- attach additional pages if there is not enough space and number pages accordingly (eg.5a, 5b, 5c etc.)

### Special condition 1 – Acceptance of title

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.

### \*Special condition 1B – Foreign resident capital gains withholding

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

1B.2 Every vendor under this contract is a foreign resident for the purposes of this special condition unless the vendor gives the purchaser a special 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.

1B.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 14-235 of Schedule 1 to the Taxation Administration Act 1953 (Cth) ("the amount") because one or more of the vendors is a foreign resident, the property is or will have a market value not less than the amount set out in section 14 215 of the legislation just after the transaction, and the transaction is not excluded under section 14 215(1) of the legislation.

1B.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.

1B.5 The purchaser must:

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

1B.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 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.

1B.7 The representative is taken to have complied with the obligations in special condition 1B.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.

1B.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Taxation Administration Act 1953 (Cth) must be given to the purchaser at least 5 business days before the due date for settlement.

1B.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.

1B.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.



## Special Conditions – cont.

### Special condition 2 – Electronic Conveyancing

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. Special condition 2 ceases to apply from when such a notice is given.
- 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. Purchasers acknowledgements

The land and buildings as sold hereby and inspected by the purchaser is sold on the basis of existing improvements including fencing, sheds, swimming pool or spa and the purchaser shall not make any requisition or claim any compensation for any deficiency, defect or noncompliance of the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non-issue of Building Permits and/or completion of inspections or compliance by the relevant authorities in respect of any improvements herein.

### 4. Purchasers Default

The Purchaser hereby agrees and acknowledges that should the purchaser be in default under this Contract they will reimburse the Vendor for all reasonably foreseeable losses, damages or expenses including the Vendors representative's additional costs caused or incurred by any default of the purchaser, including but not limited to

- (a) Additional legal fees incurred in advising the Vendor of the Purchasers inability to settle, advice regarding Vendors rights to penalty interest and rescission, communications with the Purchasers representative and such other attendances as may be required, such legal fees to be in the sum of \$220.00; and
- (b) Further additional legal fees of \$660.00 should a Notice of Default and or Rescission be served on the Purchaser.

### 5. Contract Variation

The Purchaser acknowledges and agrees that the Vendor will incur additional legal fees as a result of the Purchaser requesting variations to the Contract and, in addition to any amounts due to the Vendor, the Purchaser agrees to pay the sum of \$88.00 for each separate request for an extension of the date for loan approval and/or the date for settlement and such sum shall be allowed by the Purchaser at settlement.

### 6. Settlement re-scheduling fee

The Purchaser acknowledges and agrees that the Vendor will incur additional legal fees as a result of the Purchaser requesting to re-schedule settlement. In addition to any amounts due to the Vendor and any fees accrued pursuant to Special Conditions 4 and 5, the Purchaser agrees to pay a re-scheduling fee of \$88.00 to the Vendors representative at settlement.

## GST WITHHOLDING SPECIAL CONDITION

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Special condition 6A – GST withholding

### 6A GST WITHHOLDING

6A.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Taxation Administration Act 1953 (Cth) or in A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning in this special condition unless the context requires otherwise. Words and expressions first used in this special condition and shown in *italics* and marked with an asterisk are defined or described in at least one of those Acts.

6A.2 This special condition 6A applies if the purchaser is required to pay the Commissioner an \*amount in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth) because the property is \*new residential premises or \*potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition 6B is to be taken as relieving the vendor from compliance with section 14-255.

6A.3 The amount is to be deducted from the vendor's entitlement to the contract \*consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

6A.4 The purchaser must:

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

6A.5 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this special condition on settlement of the sale of the property;
- (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
- (c) otherwise comply, or ensure compliance, with this 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.

6A.6 The representative is taken to have complied with the requirements of special condition 6A.5 if:

- (a) 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.

6A.7 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Taxation Administration Act 1953 (Cth), but only if:

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic settlement system described in special condition 6A.6.

However, if the purchaser gives the bank cheque in accordance with this special condition 6A.7, the vendor must:

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

6A.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Taxation Administration Act 1953 (Cth) at least 14 days before the due date for settlement.

6A.9 A party must provide the other party with such information as the other party requires to:

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount, in accordance with section 14-250 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

6A.10 The vendor warrants that:

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

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

6A.11 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:

- (a) the penalties or interest arise from the vendor's failure, including breach of a warranty in special condition 6A.10; or
- (b) the purchaser's reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the Taxation Administration Act 1953 (Cth).

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

6A.12 This special condition will not merge on settlement.

## CONTRACT OF SALE OF REAL ESTATE — GENERAL CONDITIONS

Part 2 of the standard form of contract prescribed by the Estate Agents (Contracts) Regulations 2008

### 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 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 the 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 any 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 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 Properties 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 vendors 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 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 10.00 a.m. and 4.00 p.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 or 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) 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 subsection 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 an 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 do 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 a 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 a going concern and the supply (or 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 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.
- 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 adjustment 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 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 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 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 and INDEMNITY

I/We, ..... of .....

and ..... of .....

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

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

- (a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (c) by time given to the Purchaser for any such payment performance or observance;
- (d) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

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

SIGNED SEALED AND DELIVERED by the said

)

)

Print Name.....

)

.....

in the presence of:

)

Director (Sign)

)

Witness.....

)

SIGNED SEALED AND DELIVERED by the said

)

)

Print Name.....

)

.....

in the presence of:

)

Director (Sign)

)

Witness.....

)

# **SECTION 32**

# **STATEMENT**

PURSUANT TO DIVISION 2 OF PART II  
SECTION 32 OF THE SALE OF LAND ACT 1962 (VIC)

<b>Vendor:</b>	Carmen Sylvia Janke
<b>Property:</b>	336 Station Street, Chelsea VIC 3196

## **VENDORS REPRESENTATIVE**

Right Choice Conveyancing

401A Nepean Highway  
CHELSEA VIC 3196

Tel: 03 9772 8000  
Fax: 03 9772 3088  
Email: [info@rightchoice.com.au](mailto:info@rightchoice.com.au)

Ref: 18S/0405

### **32A FINANCIAL MATTERS**

Information concerning any rates, taxes, charges or other similar outgoings AND any interest payable on any part of them is contained in the attached certificate/s and as follows-

**Their total does not exceed: \$5,000.00**

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:- None to the Vendors knowledge

At settlement the rates will be adjusted between the parties, so that they each bear the proportion of rates applicable to their respective periods of occupancy in the property.

### **32B INSURANCE**

- (a) Where the Contract does not provide for the land to remain at the risk of the Vendor, particulars of any policy of insurance maintained by the Vendor in respect of damage to or destruction of the land are as follows: - Not Applicable

### **32C LAND USE**

- (a) RESTRICTIONS

Information concerning any easement, covenant or similar restriction affecting the land (whether registered or unregistered) is as follows:-

- Easements affecting the land are as set out in the attached copies of title.
- Covenants affecting the land are as set out in the attached copies of title.
- Other restrictions affecting the land are as attached.
- Particulars of any existing failure to comply with the terms of such easement, covenant and/or restriction are as follows:-

To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easement, covenant or similar restriction affecting the land. The Purchaser should note that there may be sewers, drains, water pipes, underground and/or overhead electricity cables, underground and/or overhead telephone cables and underground gas pipes laid outside any registered easements and which are not registered or required to be registered against the Certificate of Title.

- (b) BUSHFIRE

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the *Building Act 1993*.

- (c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Overlay/s: See attached certificate

**32D NOTICES**

The Vendor is not aware of any Notices, Declarations, Property Management Plans, Reports, Recommendations or Orders in respect of the land issued by a Government Department or Public Authority or any approved proposal directly and currently affecting the land however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor.

**32E BUILDING PERMITS**

Particulars of any Building Permit issued under the *Building Act 1993* during the past seven years (where there is a residence on the land):-

No such Building Permit has been granted to the Vendors knowledge.

**32F OWNERS CORPORATION**

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

**32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)**

(1) The land, in accordance with a work-in-kind agreement (within the meaning of Part 9B of the *Planning and Environment Act 1987* is NOT –

- land that is to be transferred under the agreement.
- land on which works are to be carried out under the agreement (other than Crown land).
- land in respect of which a GAIC is imposed

**32H SERVICES**

Service	Status
Electricity supply	Connected
Gas supply	Not Connected
Water supply	Connected
Sewerage	Connected
Telephone services	Not Connected

Connected indicates that the service is provided by an authority and operating on the day of sale. The Purchaser should be aware that the Vendor may terminate any account with a service provider before settlement, and the purchaser may need to have the service reconnected.

**32I    TITLE**

Attached are the following document/s concerning Title:

A copy of the Register Search Statement/s and the document/s, or part of the document/s, referred to as the diagram location in the Register Search Statement/s that identifies the land and its location.

**ATTACHMENTS**

Attached to this Section 32 Statement please find:-

- All documents noted as attached within this Section 32 Statement
- Title Search – Volume 11004 Folio 009
- Copy of Plan – PS548594K
- Covenant X2
- Lease
- Owners Corporation Basic Report
- Owners Corporation Certificate
- Water Information Statement
- Land Tax Certificate
- Property Report
- Planning Report
- Bushfire Report
- Due Diligence Checklist

**DATE OF THIS STATEMENT**

	/		/20	
--	---	--	-----	--

**Name of the Vendor**

**Carmen Sylvia Janke**

**Signature/s of the Vendor**

**x**

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed any contract.

The Purchaser further acknowledges being directed to the DUE DILIGENCE CHECKLIST.

**DATE OF THIS ACKNOWLEDGMENT**

	/		/20	
--	---	--	-----	--

**Name of the Purchaser**

**x**

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

Page 1 of 1

VOLUME 11004 FOLIO 009

Security no : 124072607344B  
Produced 28/06/2018 09:46 am

### LAND DESCRIPTION

Lot 26 on Plan of Subdivision 548594K.

PARENT TITLES :

Volume 06159 Folio 768      Volume 09634 Folio 954      Volume 10769 Folio 105  
Created by instrument PS548594K 19/04/2007

### REGISTERED PROPRIETOR

Estate Fee Simple

Sole Proprietor

CARMEN SYLVIA JANKE of 42 SCOTCH AVENUE CHELSEA VIC 3196  
AH443076L 20/08/2010

### ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT as to part 0949852

COVENANT as to part 1042447

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 PS548594K 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: 336 STATION STREET CHELSEA VIC 3196

### OWNERS CORPORATIONS

The land in this folio is affected by  
OWNERS CORPORATION 1 PLAN NO. PS548594K

DOCUMENT END



# Imaged Document Cover Sheet

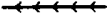




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Document Type	<b>Plan</b>
Document Identification	<b>PS548594K</b>
Number of Pages (excluding this cover sheet)	<b>9</b>
Document Assembled	<b>28/06/2018 11:53</b>

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<h2 style="margin: 0;">PLAN OF SUBDIVISION</h2>		STAGE NO. <div style="border-bottom: 1px solid black; width: 50px; margin: 0;"></div>	LR use only. <b>EDITION 1</b>	Plan Number <b>PS 548594 K</b>										
<b>Location of Land</b> Parish: LYNDHURST Township: — Section: — Crown Allotment: 143(PART) Crown Portion: — LR base record: Vicmap Digital Property Title references: VOL.6159 FOL.768 VOL.10769 FOL.105 VOL.9634 FOL.954 Last plan reference: PART LOTS 3, 4 BLOCK C & LOT 5 BLOCK C ON LP6311 Postal Address: 334-339 STATION STREET (at time of subdivision) CHELSEA 3196 MGA co-ordinates      E 334 787      Zone: 55 (of approx. centre of plan)      N 5 786 661		<b>Council Certificate and Endorsement</b> Council Name: <u>CITY OF KILGON</u> Ref: _____ 1. This plan is certified under section 6 of the Subdivision Act 1988 <del>2. This plan is certified under section 11(7) of the Subdivision Act 1988</del> <del>Date of original certification under section 6: / /</del> <del>3. This is a statement of compliance issued under section 21</del> <del>of the Subdivision Act 1988.</del> Open Space: (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has <del>has not</del> been made. (ii) <del>The requirement has been satisfied.</del> (iii) <del>The requirement is to be satisfied in stage</del> Council delegate _____ <del>Council seal</del> Date: <u>23/2007</u> Re-certified under section 11(7) of the Subdivision Act 1988 Council delegate _____ <del>Council seal</del> Date: / /												
<b>Vesting of Roads or Reserves</b> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 15%;">Identifier</th> <th>Council/Body/Person</th> </tr> <tr> <td style="text-align: center;">Nil</td> <td style="text-align: center;">Nil</td> </tr> </table>		Identifier	Council/Body/Person	Nil	Nil	<b>Notations</b> Staging: This is/is not a staged subdivision Planning Permit No. _____ Depth Limitation: DOES NOT APPLY Location of boundaries defined by buildings: Median: Boundaries shown thus:  Exterior Face: Boundaries shown thus:  Internal Face: Boundaries shown thus:  internal face North face wall : Shown thus 'N' South face wall : Shown thus 'S' West face wall : Shown thus 'W' Survey: This plan is/is not based on survey This survey has been connected to permanent mark No's. LYNDHURST PM 61&62 In Proclaimed Survey Area No. _____								
Identifier	Council/Body/Person													
Nil	Nil													
<b>Notations</b> <table style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;">           Lot 1 comprises 2 parts only.            Lot 2 comprises 2 parts only.            Lot 3 comprises 2 parts only.            Lot 4 comprises 2 parts only.            Lot 5 comprises 2 parts only.            Lot 6 comprises 2 parts only.            Lot 7 comprises 2 parts only.            Lot 8 comprises 2 parts only.            Lot 9 comprises 2 parts only.            Lot 10 comprises 2 parts only.            Lot 11 comprises 3 parts only.            Lot 12 comprises 2 parts only.            Lot 13 comprises 2 parts only.            Lot 14 comprises 2 parts only.            Lot 15 comprises 2 parts only.            Lot 16 comprises 2 parts only.            Lot 17 comprises 3 parts only.         </td> <td style="width: 50%; vertical-align: top;">           Lot 18 comprises 3 parts only.            Lot 19 comprises 3 parts only.            Lot 20 comprises 2 parts only.            Lot 21 comprises 3 parts only.            Lot 22 comprises 3 parts only.            Lot 23 comprises 3 parts only.            Lot 24 comprises 2 parts only.            Lot 25 comprises 2 parts only.            Lot 26 comprises 2 parts only.            Lot 27 comprises 2 parts only.            Lot 28 comprises 2 parts only.            Lot 29 comprises 2 parts only.            All lots contained diagram 1 (basement) have the same upper and lower limit.         </td> </tr> </table>		Lot 1 comprises 2 parts only. Lot 2 comprises 2 parts only. Lot 3 comprises 2 parts only. Lot 4 comprises 2 parts only. Lot 5 comprises 2 parts only. Lot 6 comprises 2 parts only. Lot 7 comprises 2 parts only. Lot 8 comprises 2 parts only. Lot 9 comprises 2 parts only. Lot 10 comprises 2 parts only. Lot 11 comprises 3 parts only. Lot 12 comprises 2 parts only. Lot 13 comprises 2 parts only. Lot 14 comprises 2 parts only. Lot 15 comprises 2 parts only. Lot 16 comprises 2 parts only. Lot 17 comprises 3 parts only.	Lot 18 comprises 3 parts only. Lot 19 comprises 3 parts only. Lot 20 comprises 2 parts only. Lot 21 comprises 3 parts only. Lot 22 comprises 3 parts only. Lot 23 comprises 3 parts only. Lot 24 comprises 2 parts only. Lot 25 comprises 2 parts only. Lot 26 comprises 2 parts only. Lot 27 comprises 2 parts only. Lot 28 comprises 2 parts only. Lot 29 comprises 2 parts only. All lots contained diagram 1 (basement) have the same upper and lower limit.	<b>Easement Information</b> Legend: E - Encumbering Easement or Condition in Crown Grant in the Nature of an Easement A - Appurtenant Easement      R - Encumbering Easement (Road) Section 12(2) of the Subdivision Act 1988 applies to all of the land on this plan.										
Lot 1 comprises 2 parts only. Lot 2 comprises 2 parts only. Lot 3 comprises 2 parts only. Lot 4 comprises 2 parts only. Lot 5 comprises 2 parts only. Lot 6 comprises 2 parts only. Lot 7 comprises 2 parts only. Lot 8 comprises 2 parts only. Lot 9 comprises 2 parts only. Lot 10 comprises 2 parts only. Lot 11 comprises 3 parts only. Lot 12 comprises 2 parts only. Lot 13 comprises 2 parts only. Lot 14 comprises 2 parts only. Lot 15 comprises 2 parts only. Lot 16 comprises 2 parts only. Lot 17 comprises 3 parts only.	Lot 18 comprises 3 parts only. Lot 19 comprises 3 parts only. Lot 20 comprises 2 parts only. Lot 21 comprises 3 parts only. Lot 22 comprises 3 parts only. Lot 23 comprises 3 parts only. Lot 24 comprises 2 parts only. Lot 25 comprises 2 parts only. Lot 26 comprises 2 parts only. Lot 27 comprises 2 parts only. Lot 28 comprises 2 parts only. Lot 29 comprises 2 parts only. All lots contained diagram 1 (basement) have the same upper and lower limit.													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 10%;">Easement Reference</th> <th style="width: 15%;">Purpose</th> <th style="width: 10%;">Width (Metres)</th> <th style="width: 20%;">Origin</th> <th style="width: 45%;">Land Benefited/In Favour Of</th> </tr> <tr> <td style="height: 150px;"></td> <td></td> <td></td> <td></td> <td></td> </tr> </table>		Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of						LR use only. Statement of Compliance/ Exemption Statement Received <input checked="" type="checkbox"/> Date: <u>11/4/2007</u> LR use only. PLAN REGISTERED TIME <u>2:27pm</u> DATE <u>19/4/2007</u>  Assistant Registrar of Titles Sheet 1 of 10 Sheets		
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of										
<b>Connelly &amp; Associates</b> surveyors <small>PTY LTD</small> 1st Floor, 96 Bluff Road Black Rock Vic. 3193 Phone: +61 3 9598 8530 Fax: +61 3 9598 8534 Mobile: 0418 560 404 or 0439 993 837 Email: admin@connellysurveyors.com.au		LICENSED SURVEYOR <u>STEWART J. CONNELLY</u> SIGNATURE _____ DATE <u>22/3/2007</u> REF: 3193      VERSION: 04												
		DATE <u>23/3/2007</u> COUNCIL DELEGATE SIGNATURE												



# PLAN OF SUBDIVISION

STAGE NO.

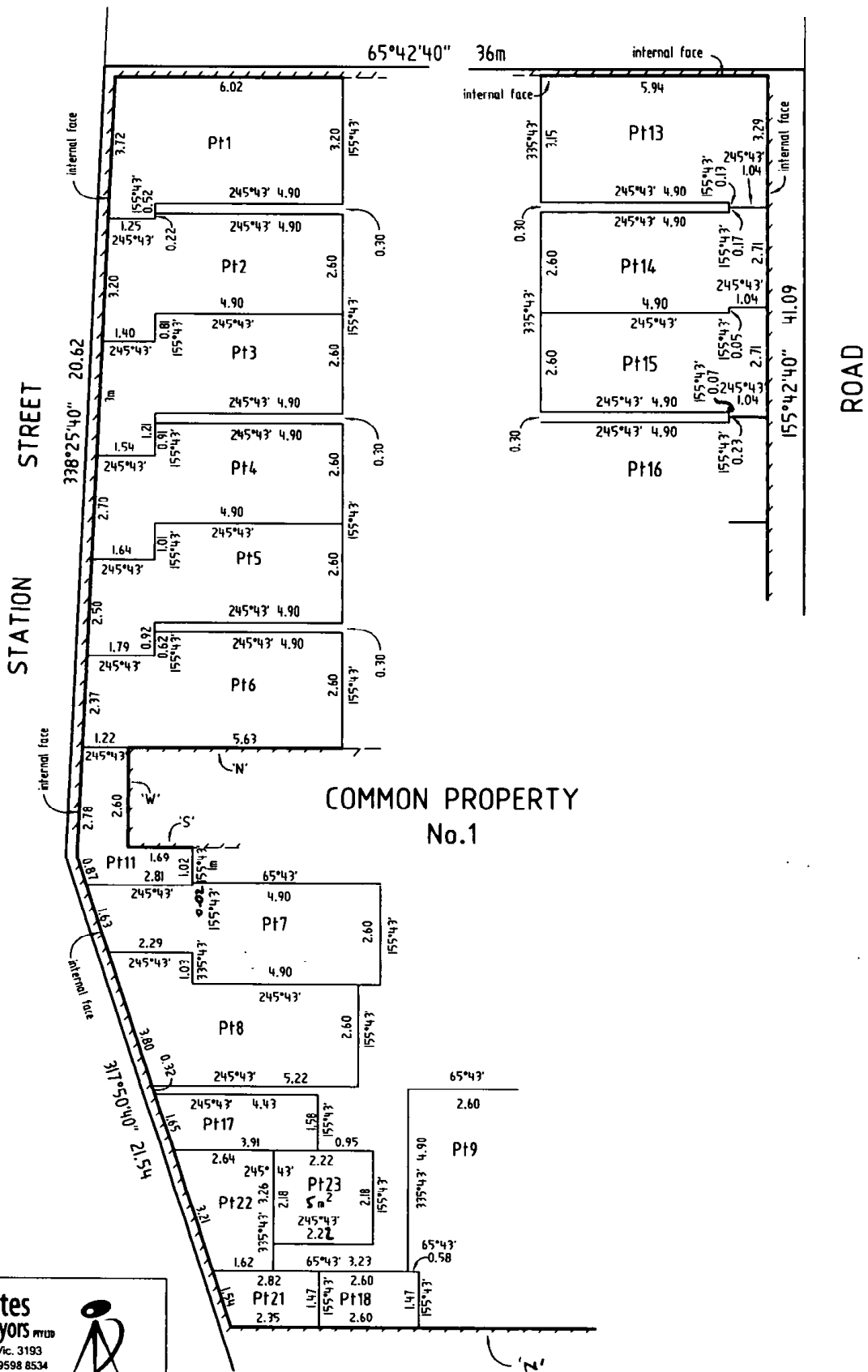
LTO use only.

Plan Number

PS 548594 K

## DIAGRAM 1:- BASEMENT LEVEL

ENLARGEMENTS NOT TO SCALE



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Mobile: 0418 560 404 or 0439 993 837  
Email: admin@connellysurveyors.com.au



SCALE



LENGTHS ARE IN METRES

ORIGINAL

SCALE SHEET  
SIZE

NTS

A3

LICENSED SURVEYOR (PRINT).....STEWART.J.CONNELLY.....

SIGNATURE ..... DATE 22/3/2007

REF: 3193

VERSION: 04

Sheet 3 of 10 Sheets

DATE 23/3/2007

COUNCIL DELEGATE SIGNATURE

Original sheet size A3

# PLAN OF SUBDIVISION

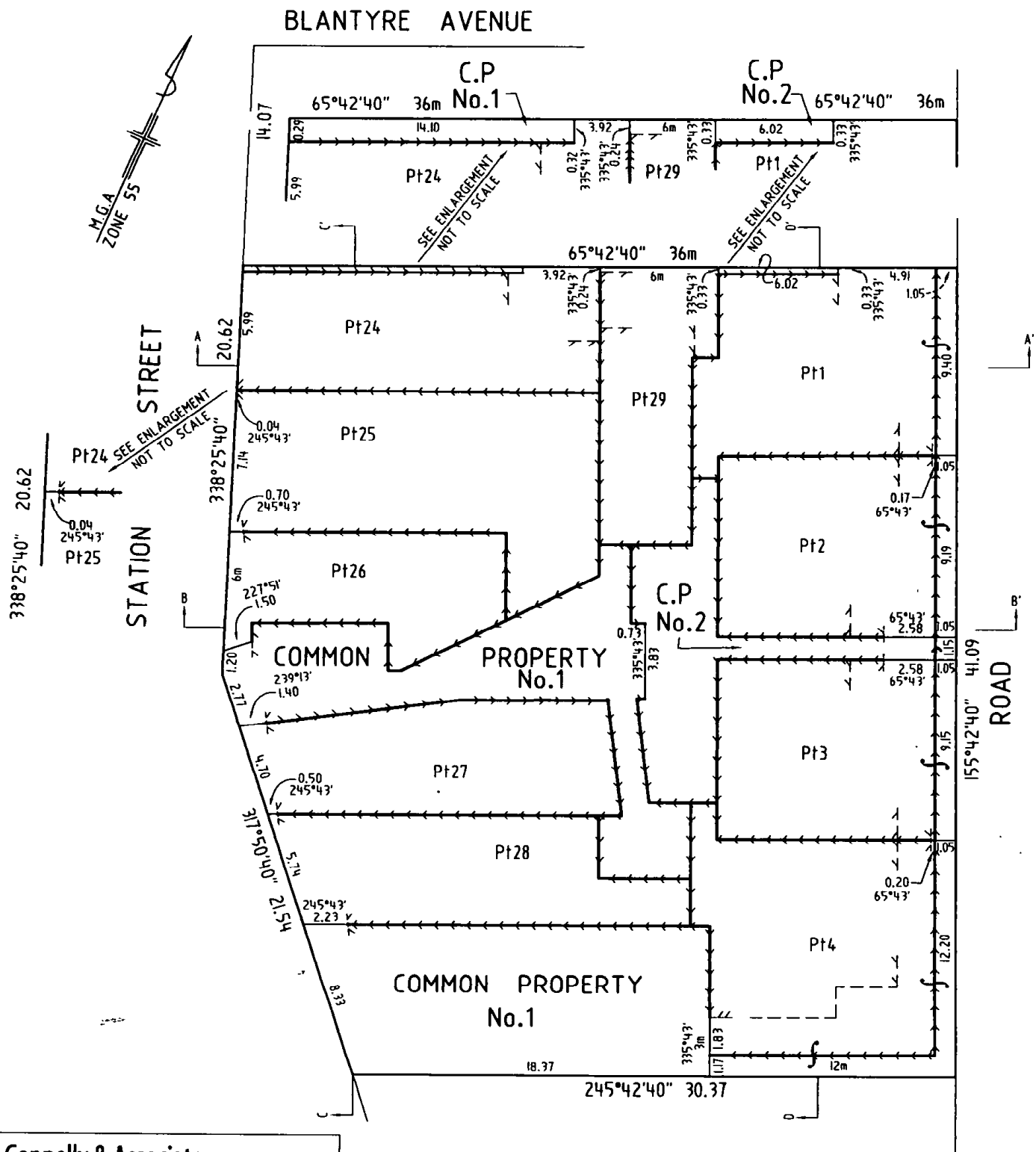
STAGE NO.

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DIAGRAM 2:- GROUND FLOOR & GROUND LEVEL

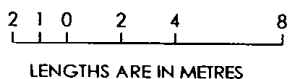


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SCALE



ORIGINAL

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SIZE

A3

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# PLAN OF SUBDIVISION

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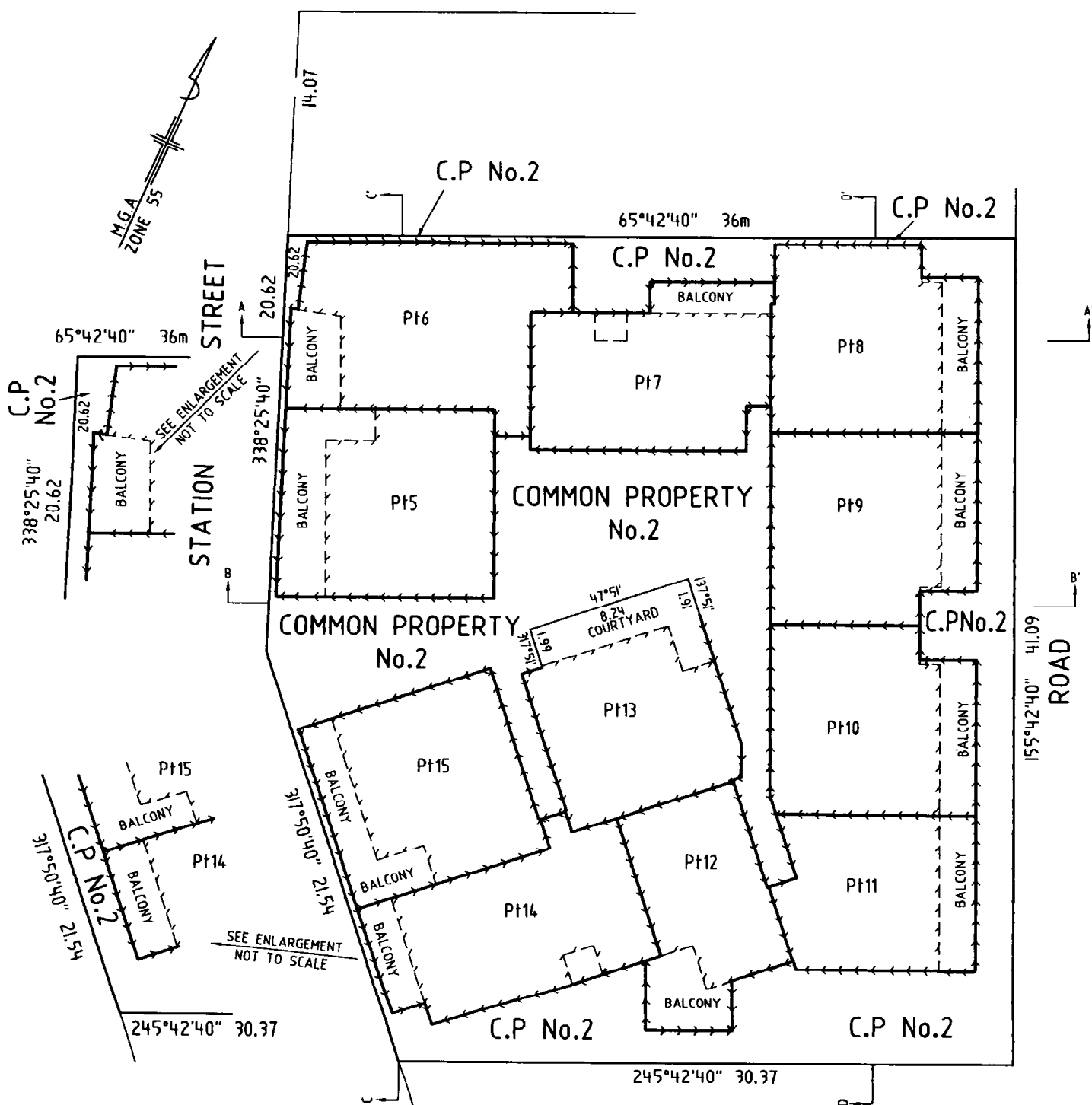
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DIAGRAM 3:- FIRST FLOOR

BLANTYRE AVENUE



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Email: admin@connellysurveyors.com.au



SCALE

2 1 0 2 4 8  
LENGTHS ARE IN METRES

ORIGINAL

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SIZE

A3

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REF: 3193

VERSION: 04

Sheet 5 of 10 Sheets

DATE 23/3/2007

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# PLAN OF SUBDIVISION

STAGE NO.

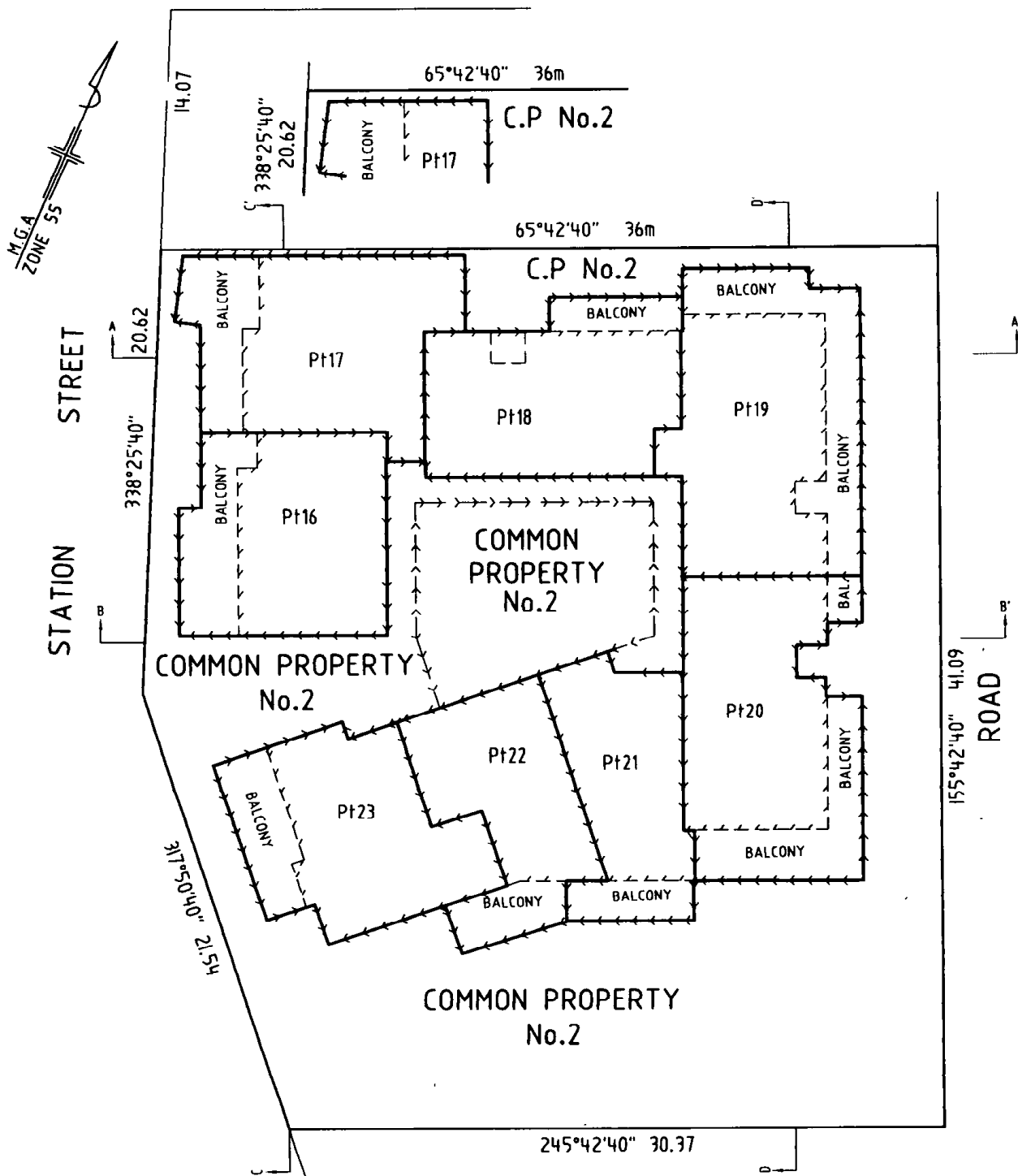
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DIAGRAM 4 - TOPMOST FLOOR

## BLANTYRE AVENUE



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DATE 23/3/2007

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# PLAN OF SUBDIVISION

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DIAGRAM 5:- CROSS SECTION A-A'

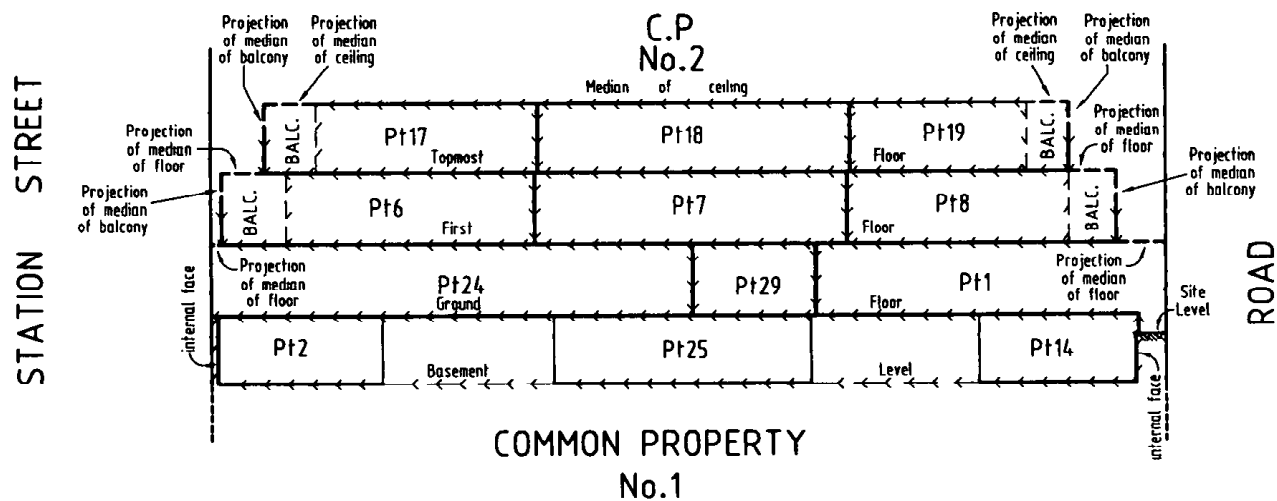
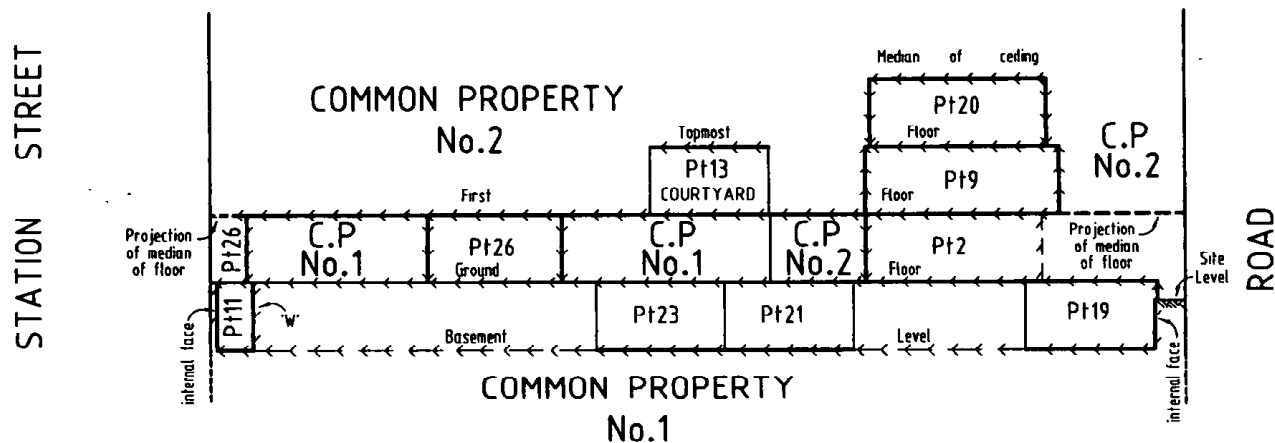


DIAGRAM 6:- CROSS SECTION B-B'

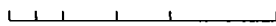


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DATE 23/3/2007

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PLAN OF SUBDIVISION	STAGE NO.	LTO use only.	Plan Number PS 548594 K
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DIAGRAM 7:- CROSS SECTION C-C'

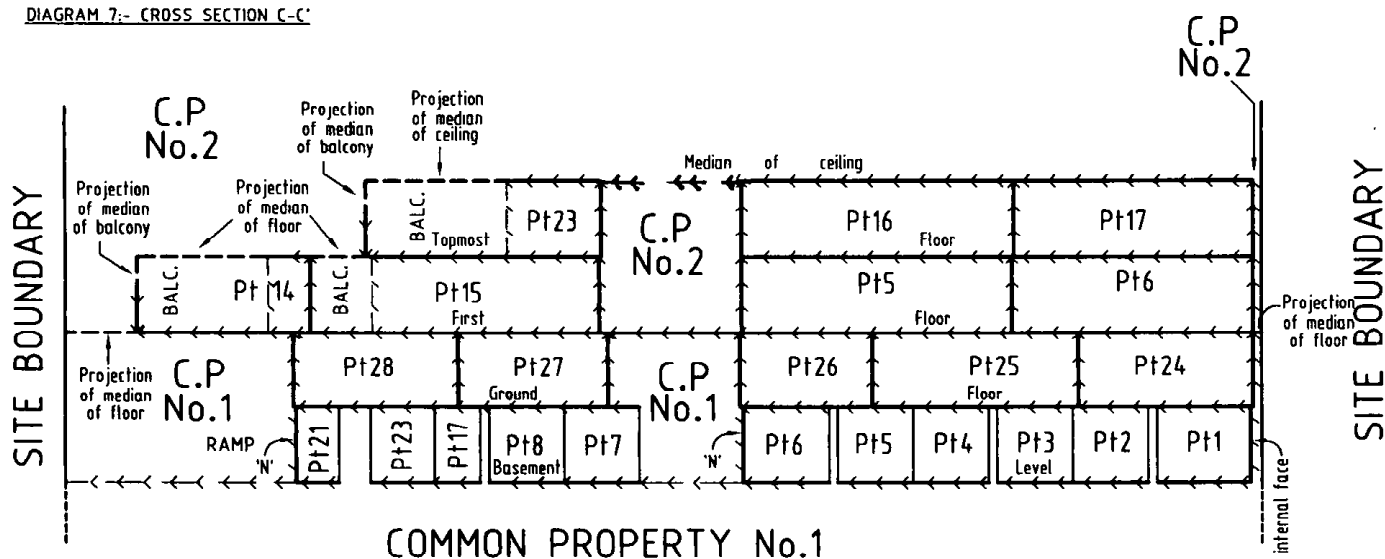
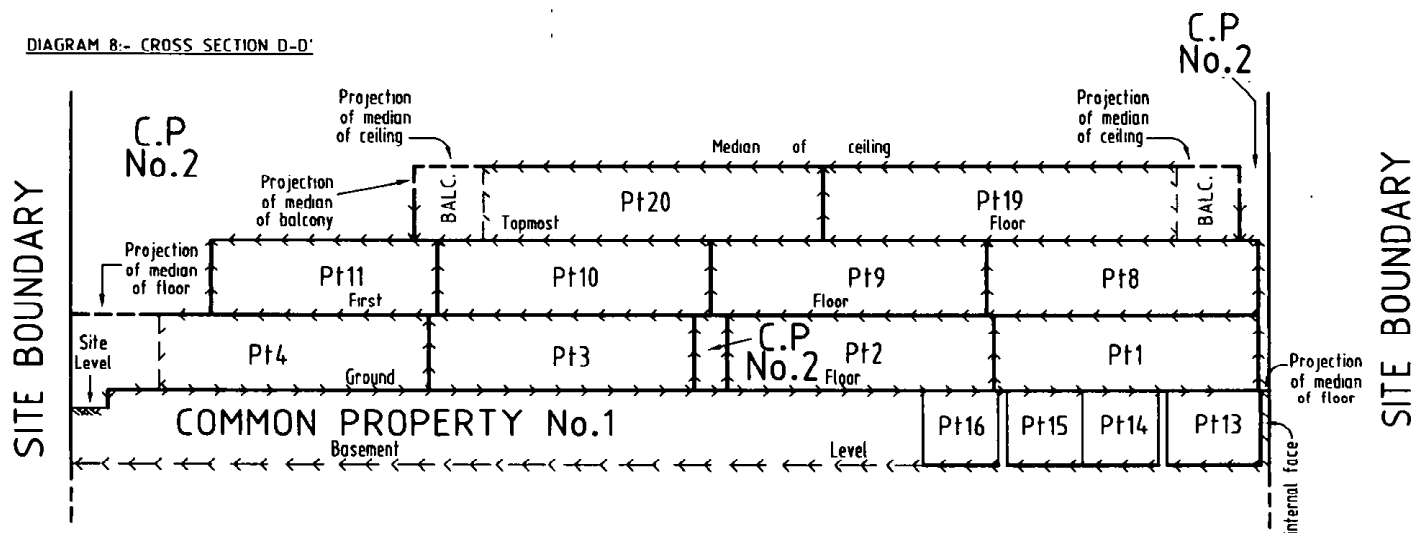


DIAGRAM 8:- CROSS SECTION D-D'



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SCALE  LENGTHS ARE IN METRES	ORIGINAL SCALE NTS	SHEET SIZE A3	LICENSED SURVEYOR (PRINT).....STEWART.J.CONNELLY.....  SIGNATURE ..... DATE 22/3/2007 REF: 3193	Sheet 8 of 10 Sheets  DATE 23/3/2007 COUNCIL DELEGATE SIGNATURE  Original sheet size A3
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PS548594K

**Owners corporation information  
formerly contained on Sheets**

**9, 10**

**of this plan is now available in the Owners  
Corporation Search Report**

**Sheets**

**10**

**have been removed from this plan**

# Imaged Document Cover Sheet

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Document Identification	<b>1042447</b>
Number of Pages (excluding this cover sheet)	<b>4</b>
Document Assembled	<b>28/06/2018 11:53</b>

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1042447

W. B. & O. McCUTCHEON

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VICTORIA

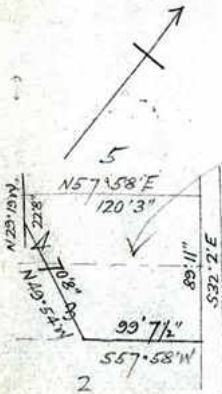
*C. paid.*



TRANSFER OF LAND



I JOHN GEORGE AIKMAN of Bourke Street Melbourne Member of the Legislative Council being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of THREE HUNDRED AND EIGHTY TWO POUNDS TEN SHILLINGS paid to me by JOSEPH WILLIAM GREGORY TAYLOR of 42 Little Collins Street --- Melbourne Gentleman pursuant to a sale made prior to the first day of January One thousand nine hundred and nineteen and in consideration of the sum of --- Four hundred and twenty five Pounds paid to the said Joseph William Gregory Taylor by ALBERT MASON of 6 Vale Street East Melbourne Retired <sup>Builder</sup> ~~Doctor~~ DO -- HEREBY at the request and by the direction of the said Joseph William Gregory Taylor testified by his execution hereof TRANSFER to the said Albert Mason All my estate and interest in ALL THOSE pieces of land being parts of Crown Allotment One hundred and Forty three Parish of Lyndhurst County of Mornington and being the untransferred parts of Lots Three and Four Block C on Plan of -- Subdivision Number 6311 lodged in the Office of Titles and being part of the land more particularly described in Certificate of Title entered in the --- Register Book Volume 3771 Folio 754094 Together with a right of carriage way over so much and such part of the Ten feet right of way abutting on the said lots leading from the South Eastern corner of said Lot Three North Westerly to Blaneyrie Avenue colored brown on the said Plan of Subdivision and thence --- South Westerly over Blaneyrie Avenue aforesaid to the Government Road and no -- more AND I the said Albert Mason for myself and my heirs executors and --- administrators and transferees registered proprietor or proprietors for the -- time being of the land hereby transferred HEREBY COVENANT with the said John George Aikman and his heirs executors administrators and transferees registered proprietors or proprietors for the time being of the land comprised in the said Certificate of Title Volume 3771 Folio 754094 that I the said Albert Mason or my heirs executors administrators or transferees registered proprietor or --- proprietors for the time being of the land hereby transferred will not at any time carry on or permit to be carried on any noxious or offensive business or trade on the land hereby transferred or any part thereof And I the said Albert Mason hereby consent to the foregoing covenant appearing as an encumbrance on



3771 pt. 6 1/2  
094

*Under an arc  
Log. in roads  
brown  
Once The Govt  
in D. 1042447*

*9.5.22*

*9.5.22*  
*9.5.22*  
*9.5.22*

IMAGED



the Certificate of Title to issue for the said land hereby transferred ----  
pursuant to this Transfer and to run with the said land.

D A T E D the 23rd. day of March One thousand nine  
hundred and twenty two.

S I G N E D by the said JOHN GEORGE AIKMAN  
in Victoria in the presence of -

*J. S. Aidman*

*J. G. Aikman*

S I G N E D by the said JOSEPH WILLIAM GREGORY  
TAYLOR in Victoria in the presence of -

*J. W. Gregory*

*J. W. Gregory*

*Clerk to Johnson & Johnson*

*W. H. Melbourne*

SIGNED SEALED AND DELIVERED by the said --  
ALBERT MASON in Victoria in the presence of -

*Albert Mason*

*Albert Mason*

*Clerk to W. B. & Co. Ltd.*

*W. B. & Co. Ltd.*

ENCUMBRANCES REFERRED TO



DATED

23rd March 1922

HON. J. G. ALLEN

by direction of MR. J. G. W. TAYLOR

- to -

MR. ALBERT MASON

T R A N S F E R

1-10-0

W. B. & O. McCORMACK  
Solicitors,  
416 Collins Street,  
MELBOURNE.

# MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OF SYMBOL THEREON
Transfer as to part and Creation of Easement	THE 21 <sup>st</sup> DAY OF April 1922.	To Albert Mason	1042443

*Alfred Comport.*

ASSISTANT REGISTRAR OF TITLES.

I CERTIFY THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED AT THE TIME LAST MENTIONED IN THE REGISTER BOOK VOL 3471 FOL 454094.

*Alfred Comport.*

ASSISTANT REGISTRAR OF TITLES.

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Document Assembled	<b>28/06/2018 11:52</b>

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Haden Smith & Fitchett

*John W.B. & C. McEachern*

Victoria

TRANSFER OF LAND



I JOHN GEORGE AIKMAN of Bourke Street Melbourne Member of the Legislative Assembly being registered as the proprietor of an estate in fee simple in the land hereinafter described -- subject to the encumbrances notified hereunder in consideration of the sum of Two hundred and two pounds ten shillings paid to me by Alfred Leicester of *336 Lygon Street Carlton Heidelberg* *Draper* — under a Sale made before the first day of -- January 1918 and of the sum of Two hundred and two pounds ten -- shillings paid to the said Alfred Leicester by Ellen O'Keefe of 89 Victoria Street East Brunswick *Widow* — DO HEREBY TRANSFER to the said ELLEN O'KEEFE All my estate and interest in ALL THAT piece of land being *Block* Lot 5 Lot C on Plan of Subdivision No. 6311 lodged in the Office of Titles and being part of Crown Allotment 143 Parish of Lyndhurst County of Mornington and being part of the land described in Certificate of Title Volume 3771 Folio 754094 Together with a right of carriage way over such part of Blancyrie Avenue colored brown on said Plan of Subdivision as leads West from the North West corner of Lot 7 Section C on said Plan of Subdivision <sup>to the</sup> Government Road and no more and over so much or such parts of the tenfoot road (colored brown on the said Plan of Subdivision) abutting on the said Lot as runs from the South East corner of the said Lot to Blancyrie Avenue AND I the said Ellen O'Keefe for myself my heirs executors administrators and transferees registered proprietor or proprietors for the time being of the said land hereby transferred HEREBY COVENANT with -- the said John George Aikman and his heirs executors administrators and transferees registered proprietor or proprietors for the time being of the land comprised in Certificate of Title Volume 3771 Folio 754094 that I the said Ellen O'Keefe and my heirs executors administrators and transferees registered proprietor or proprietors



*3441 P.V.C.  
09H  
Under an acre  
Togr & roads brown  
Enc. - The covenant  
Cont'd in Inst. of  
Tr. 949852  
H.T.S.  
14.8.20*

*M. G.V.B.  
17.8.20  
H.T.S.  
18/8/20*

IMAGED



2202805

for the time being of the said land hereby transfereed will not  
at any time carry on or permit to be carried on any obnoxious or  
offensive trade or business on the said land hereby transfered --  
or any part thereof AND I the said Ellen O'Keefe HEREBY CONSENT  
to the foregoing covenant appearing as an encumbrance on the --  
Certificate of Title to issue for the said land hereby transferred  
pursuant to this transfer and to run with such land.

DATED this *twenty-fourth* day of *June* 1920.

SIGNED within Victoria by the said )  
JOHN GEORGE AIKMAN in the presence )  
of -

*J. G. Aikman* *J. Aikman*  
*Ellen O'Keefe*

SIGNED within Victoria by the said )  
ELLEN O'KEEFE in the presence of - )

*James Hebert*  
*John*  
*McCombe*

61.10.0  
65.10.0

*[Large handwritten flourish]*

DATED 24<sup>th</sup> June 1920

MR. J.G. ALKIAN

TO

ELLEN O'KEEFE

TRANSFER

Haden Smith & Fitchett,  
Solicitors,  
2 Temple Court,  
Melbourne.

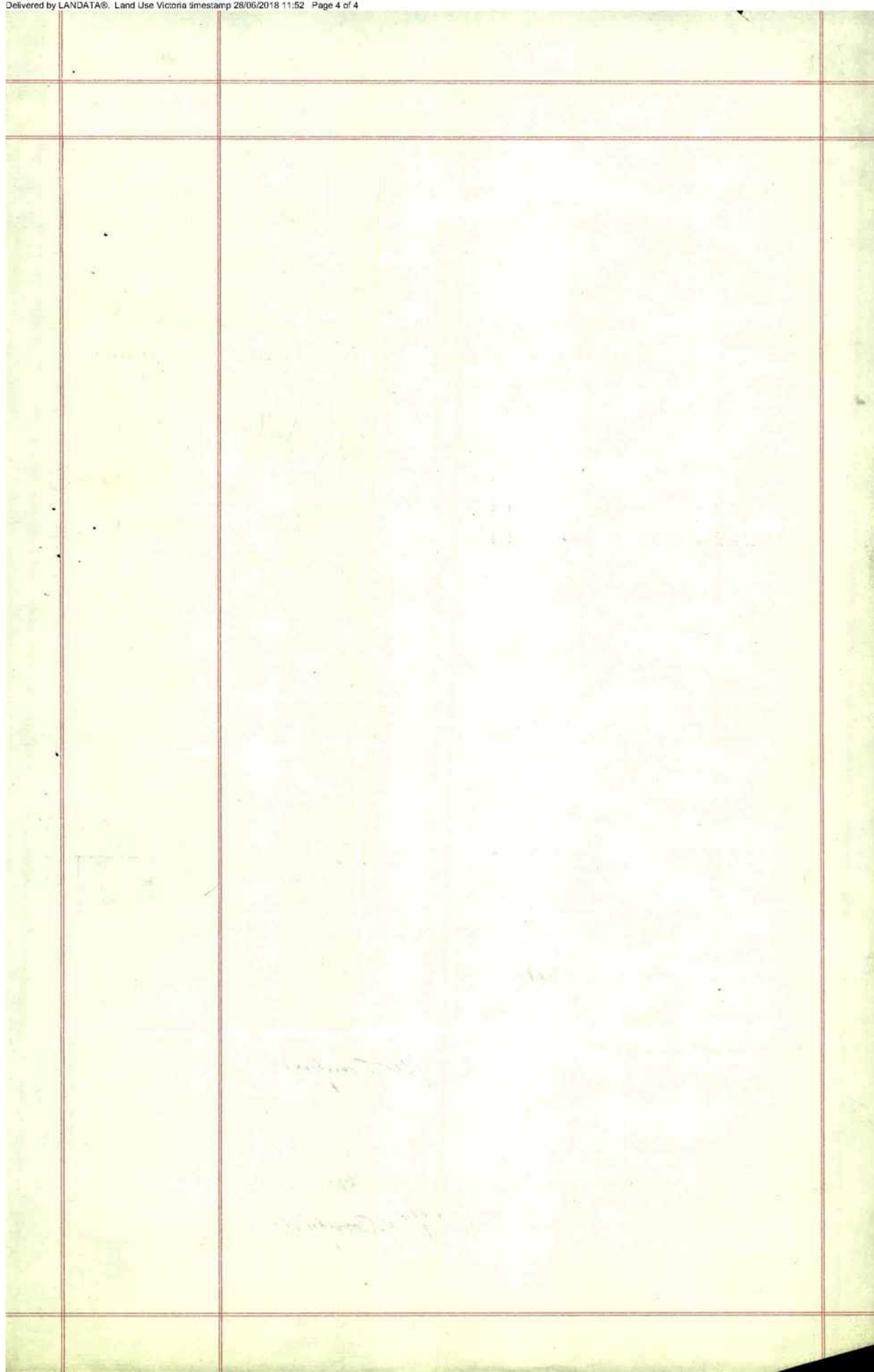
MEMORIAL OF INSTRUMENT.

NATURE OF INSTRUMENT	TIME OF ITS PRODUCTION FOR REGISTRATION	TO WHOM GIVEN	NUMBER OF SYMBOL THEREON
Transfer as to part and Creation of Easement	THE 6 <sup>th</sup> DAY OF <i>July</i> 1920	To <i>Ellen O'Keefe</i>	949852

*Alfred W. Comport.*  
ASSISTANT REGISTRAR OF TITLES

I certify THAT A MEMORIAL OF THE WITHIN INSTRUMENT WAS ENTERED IN THE REGISTER BOOK VOL 3771 FOL 754 094

*Alfred W. Comport.*  
ASSISTANT REGISTRAR OF TITLES





**COMMERCIAL 143**

**The Real Estate Institute of Victoria Ltd.**  
ABN 81 004 210 897

# **Commercial Lease**

May 2003

**THIS LEASE** is made between the party named and described as the Lessor in Item 1 of the Schedule **AND** the party named and described as the Lessee in Item 2 of the Schedule and records that the Lessor leases to the Lessee the premises described in Item 3 of the Schedule ('the Premises') together with the Lessor's fixtures and chattels described in Item 4 of the Schedule to be held by the Lessee for the term described in Item 5 of the Schedule ('the Term') from the date described in Item 6 of the Schedule ('the Commencement Date') at the rental described in Item 7 of the Schedule.

**Rental**

**1. THE LESSEE COVENANTS AND AGREES** with the Lessor as follows:-

- (a) To pay the rental in advance and without deduction on the dates provided in Item 8 of the Schedule to the Lessor or to the duly appointed Agent of the Lessor referred to in Item 9 of the Schedule ('the Agent') or to such other person at such other address as the Lessor may from time to time direct in writing.

**Outgoings**

- (b) To pay or reimburse the Lessor during the Term in respect of the Premises -
- (i) All municipal and water, drainage and sewerage rates, charges and levies;
  - (ii) All land tax calculated on the basis that the Premises or the building(s) of which the Premises forms part (the Building) is the only land owned by the Lessor unless the Act applies;
  - (iii) All gas, electricity, telephone, sewer disposal and water consumption charges;
  - (iv) Any body corporate levies;
  - (v) The cost of maintaining and servicing any air conditioning, heating and other plant and equipment; and
  - (vi) Any other outgoings whatsoever which are now or may at any future time be assessed charged or payable by the owner or occupier of the Premises, unless expressly excluded in Item 10 of the Schedule provided that:
    - (A) If any outgoings assessed apply partly to a period outside the Term, they must be apportioned between the Lessor and the Lessee;
    - (B) If any outgoings are not separately assessed or charged against the Premises, then the Lessee must unless some other way of apportioning outgoings is described in Item 11 of the Schedule, pay a proportionate part calculated on the proportion which the lettable area of the Premises bears to the lettable area of the whole of the land or the Building to which the assessment or charge relates. However, if the Act applies to the Premises the Lessee must pay that proportion of the Building outgoings -
      - (i) that benefit all premises in the Building - the proportion that the lettable area of the Premises bears to the lettable area of the Building as stated in Item 11A of the Schedule;
      - (ii) that benefit the Premises and only some of the other premises in the Building - the proportion that the lettable area of the Premises bears to the lettable area of all premises that together share the benefit of the outgoing;
      - (iii) that benefit only the Premises - 100%;
    - (C) All the above outgoings must be paid by the Lessee within seven days of the due date for payment and if payable by the Lessor must be reimbursed by the Lessee within seven days of demand;
    - (D) If the Act applies to this Lease these outgoings must be calculated so as to comply with the Act (including the exclusion of land tax).



**Building  
Operating  
Expenses**

- (c) To pay or reimburse the Lessor within seven days of demand a proportionate share of all costs and expenses paid or incurred by the Lessor in operating, managing, equipping, lighting, repairing and maintaining the Building including, without limitation, toilets and sanitary services, cleaning, fire protection, insurance premiums in respect of liability for property damage, fire, workers' compensation and public liability and other risks which the Lessor shall reasonably require. The Lessee's proportion of the costs and expenses must be determined in the same manner as the outgoings referred to in Clause 1(b) unless -
  - (i) Some other way of apportioning the costs and expenses is described in Item 12 of the Schedule; or
  - (ii) The Act applies to this Lease, in which case the Lessee's share of the costs must exclude any expenses and other items which the Lessor is prohibited from passing on to the Lessee under the Act.

**Insurances**

- (d)
  - (i) To reimburse to the Lessor all premiums and other charges paid by the Lessor under the insurance policies effected by the Lessor with respect to the Premises including fire insurance on all improvements on a replacement and reinstatement basis and such other risks as the Lessor shall require and whether or not the risk is one in respect of which insurance is commonly obtained at the Commencement Date of this Lease. These insurances shall include plant and machinery breakdown insurance, public liability insurance, loss of rent and consequential loss insurance and any other insurance effected by the Lessor in relation to any risk relating to the Lessor's ownership or interest in the Premises. The Lessor shall be entitled to insure for such amounts and with such extensions and exclusions as the Lessor shall think fit provided that if the Act applies the Lessor shall not be entitled to recover any premiums or other charges which the Lessor may be prohibited from claiming from the Lessee under the Act.
  - (ii) To effect and keep current during the occupation by the Lessee of the Premises a public liability policy in the joint names of the Lessor and the Lessee for an amount of not less than \$10million or such higher amount as the Lessor may from time to time reasonably determine. The policy must be with an insurer reasonably approved by the Lessor and the Lessee must produce evidence of the cover within seven days of request by the Lessor.

**Not to Void  
Policies**

- (e) Not to do or permit anything to be done in the Premises or the Building which may result in any policy of insurance relating to the Premises or the Building becoming void or voidable or which may allow an insurer to decline a claim whether under any condition or exclusion contained in the policy or policies or otherwise or which may result in the premium being increased. Where any premium is increased the Lessee must pay to the Lessor or the Agent all additional premiums payable by the Lessor.

**Repairs**

- (f) To keep the Premises, including the faces of the external and internal walls which comprise the boundary of the Premises, together with any additions in good and tenable repair and to make good any damage caused to the Premises during the Term, fair wear and tear and damage by fire or other cause not attributable to the negligence of the Lessee always excepted. The Lessee must also thoroughly clean the inside and outside of all windows at least once in every three months and clean and keep free of debris all drains, waste pipes, gutters, spoutings, rainheads and downpipes which exclusively serve the Premises.

**Maintenance**

- (g) Not without the approval in writing of the Lessor or the Agent, to employ any person in the repair or maintenance of the Premises or to effect any structural alterations, additions or repairs or to install or remove any fixtures and fittings on the Premises.

**Lessor's  
Fixtures  
and Chattels**

- (h) To keep the Lessor's fixtures and chattels clean and in good and tenable repair and to make good any damage to them, fair wear and tear and damage by fire or other cause not attributable to the negligence of the Lessee always excepted. Subject to those exceptions the Lessee must replace with a similar article of at least equal value all fixtures and chattels that may be destroyed, lost or so damaged as to be incapable of complete reinstatement to their former condition and must not permit any Lessor's fixtures and chattels to be removed from the Premises without the previous written consent of the Lessor, except for the purpose of necessary repairs.

**Damage to Installations**

- (i) To unblock or repair any sewers, drains, wash basins, sanitary apparatus, washing facilities or mechanical installations in or serving the Premises which may be blocked or damaged and which the Lessee agrees were neither blocked or damaged at the Commencement Date.

**Alterations and Additions**

- (j) Not to make or permit any structural alterations, additions or repairs to the Premises and not without the prior written consent of the Lessor or the Agent (which consent may be given to conditions including, without limitation, the type of materials to be used) to install any partitions, fixtures or fittings or to alter or remove any existing partitions, fixtures or fittings or to redecorate the Premises.

**Notice of Accidents**

- (k) To promptly give notice in writing to the Lessor of any accident to or defect in the Premises and/or the Building or in the water, sewerage or gas pipes or electric light fittings installed in the Premises and/or the Building.

**Inspection and Remedy of Default**

- (l) To permit the Lessor and the employees, agents, consultants and contractors of the Lessor with or without workmen and others at any reasonable time during normal working hours or immediately in the case of emergency, to enter and inspect the Premises and examine their condition. The Lessee must repair and make good any damage to the Premises for which the Lessee is liable under the covenants contained in this Lease within 14 days or such shorter period as is reasonable of written notice being given by the Lessor or the Agent. If the Lessee does not comply with the notice, the Lessor and any workmen and others may, without prejudice to the right of re-entry contained in this Lease, enter the Premises and undertake any repairs at the expense of the Lessee and the expense of the repairs together with interest calculated from the date or dates of expenditure must be repaid by the Lessee to the Lessor on demand.

If the Act applies to this Lease then the above Clauses from 1(f) through to 1(l) shall be modified as necessary to comply with the Act.

**Reinstatement and Delivery up of the Premises**

- (m) At the expiration or earlier termination of the Term, to remove any Lessee's partitions, fixtures and fittings and to reinstate the Premises to their original condition as at the commencement of the Lessee's occupancy of the Premises and to make good any damage to the Premises to the reasonable satisfaction of the Lessor. The Lessee must also deliver up possession of the Premises to the Lessor together with all Lessor's fixtures and chattels in accordance with the Lessee's covenants contained in this Lease.

**Signs**

- (n) Not to erect or permit any writing, sign, advertisement or notice to remain on any part of the Premises or the Building without the prior written consent of the Lessor or the Agent, which consent shall not be unreasonably withheld. At the expiration or earlier termination of the Term of the Lease, the Lessee must paint out or remove any writing, sign, advertisement or notice to the satisfaction of the Lessor or the Agent.

**Use of Premises**

- (o)
  - (i) Except with the prior written consent of the Lessor, not to use or permit the Premises to be used for any purpose other than the purpose specified in Item 13 of the Schedule.
  - (ii) Not to use or permit the Premises or the Building to be used for any illegal, noisy, noxious, improper, immoral or dangerous purpose nor to allow or keep any animal or bird in the Premises or about the Building nor to use or permit any radio, television or other sound producing apparatus to be used in or about the Premises in a manner which might interfere with or annoy occupiers of other premises in the neighbourhood.
  - (iii) The Lessee acknowledges that no promise or representation has been given by the Lessor or the Agent as to the suitability of the Premises or any Lessor's fixtures or chattels for any purpose or use which may be intended by the Lessee.

**Auction Sales etc.**

- (p) Not without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, to conduct or permit any person to conduct on the Premises any auction or any teaching, practice or rendering of music classes or classes of any kind.



**Common Areas**

- (q) Not to cause or permit any common areas or service facilities associated with the Premises or the Building to be obstructed or untidy.

**Heavy Weights**

- (r) Not to bring into the Building or permit on the Premises any machinery or other articles of a weight or nature which may damage the Premises or the Building.

**Compliance with Orders**

- (s) To observe and comply with all provisions and requirements of all Acts, rules, regulations and by-laws so far as they relate to the Building and the Premises or their use and the rules and regulations made by the Lessor under this Lease provided that the Lessee must not be required to make structural alterations or additions to the Premises unless the structural alteration or additions are required directly or indirectly by the act, omission or default of the Lessee or which arise directly or indirectly from the use to which the Premises may or are intended to be used by the Lessee. If the Lessee does not comply with this covenant, the Lessor and any workmen may (without prejudice to the right of re-entry contained in this Lease) enter the Premises and undertake any work required and the expenses together with interest calculated from the date or dates of expenditure must be repaid by the Lessee to the Lessor on demand.

**Assignment and Subletting**

- (t) Not to assign, transfer, sub-let, mortgage, charge, licence or otherwise part with possession of the Premises without the prior written consent of the Lessor and the provisions of Section 144(1) of the Property Law Act 1958 are expressly excluded provided that:-
- (i) Consent must not be unreasonably withheld to an assignment or sub-lease where:-
- (A) Written request has been made to the Lessor for consent;
  - (B) The Lessee has paid all rental and has fully performed the Lessee's covenants and conditions contained in this Lease;
  - (C) The name, address and occupation of the proposed assignee or sub-lessee has been given to the Lessor together with at least two acceptable references as to the financial circumstances and at least two acceptable references as to the business experience of the proposed assignee or sub-lessee. Where the proposed assignee or sub-lessee is a body corporate, two acceptable references as to the financial circumstances and business experience of the directors must also be provided;
  - (D) An assignment or sub-lease executed by the proposed assignee or sub-lessee (to which the Lessor is a party) is submitted to the Lessor in a form approved by the Lessor or its Solicitors including a provision that the Lessee and any guarantor must not be released from its obligations under this Lease. Where the proposed assignee or sub-lessee is a body corporate, the document must, if required by the Lessor, include an indemnity and guarantee by the director of the obligations of the Lessee;
  - (E) All reasonable costs and expenses incurred by the Lessor in satisfying itself as to the respectability, responsibility, solvency, financial circumstances and business experience of the proposed assignee or sub-lessee relating to the granting of consent and the consideration, approval and execution of any document have been paid by the Lessee;

except if the Act applies when consent may:-

- (a) only be withheld to an assignment if:-
- (i) the proposed use is inconsistent with the use permitted under this Lease;
  - (ii) the Lessor considers that the assignee does not have sufficient financial resources or business experience to meet the obligations under this Lease;
  - (iii) the assignor has not complied with the assignment provisions of this Lease;

- (iv) the assignor has not supplied the assignee with the business records for the previous 3 years (or any shorter period that the assignor has carried on business from the Premises);
  - (b) be withheld (at the absolute discretion of the Lessor) to a sub-lease, licence, concession, parting with occupancy, mortgage, charge, or other encumbrance upon the estate or interest of the Lessee, that in any way relates to this Lease;
- (ii) The Lessor reserves the right to require supporting personal guarantees for performance of the Lessee's covenants contained in this Lease from any suitable person when the proposed assignee or sub-lessee is an individual or to require the Lessee to lodge a bond or bank guarantee as security for due performance by the proposed assignee or sub-lessee of the Lessee's covenants;
- (iii) Where:-
  - (A) The Lessee is a body corporate;
  - (B) A change occurs during the Term in:-
    - (i) The membership of the body corporate or any holding company of the body corporate; or
    - (ii) The beneficial ownership of any shares in the capital of the body corporate or any holding company of the body corporate; or
    - (iii) The beneficial ownership of the business or assets of the body corporate;
  - (C) As a result of that change, the body corporate or the business of the body corporate is after the change effectively controlled by a person or persons who at the Commencement Date did not effectively control the body corporate or the business of the body corporate -  
the Lessee shall, unless the prior written consent of the Lessor has been obtained to the change, be deemed to have assigned this Lease;
- (iv) The Lessor must not unreasonably withhold its consent to a change referred to in sub-clause (iii)(B) if the Lessee complies as far as possible with the requirements of Clause 1(t);
- (v) The Lessor may require any new director of a body corporate to execute an indemnity and guarantee of the performance and observance of the Lessee's covenants contained in this Lease and to lodge a bond or bank guarantee as security for the amount described in Clause 1(v) below.

**Reletting or Sale**

- (u) To permit the Lessor and the Agent or their respective employees or agents or others with the written authority of the Lessor to enter the Premises at all reasonable times and on reasonable notice:-
  - (i) To affix a notice to any part of the Premises that does not unreasonably interfere with the business of the Lessee, offering the Premises or the Building for sale or lease; and
  - (ii) To enable prospective purchasers or tenants to view the Premises.

**Security Deposit**

- (v) On or prior to the Commencement Date, the Lessee must pay the amount specified in Item 14 of the Schedule or, at the absolute discretion of the Lessor, lodge a bank guarantee ('the Security Deposit') as security for the performance by the Lessee of its obligations under this Lease which must be held by the Agent or as otherwise prescribed by law, during the period that the Lessee occupies the Premises. If in the reasonable opinion of the Lessor or the Agent, the Premises are in a clean and tenantable condition on the date the Lessee vacates the Premises and the Lessee has fully complied with the Lessee's covenants contained in this Lease, the Security Deposit must be repaid to the Lessee within 14 working days of the date on which the Lessee vacates the Premises, otherwise the Agent may, at their discretion, pay to the Lessor such amount as may be necessary to rectify any breach of any covenant

or to restore the Premises and account to the Lessee for the balance. If the Security Deposit is insufficient to rectify the breach or to meet the cost of restoration, the Lessee must pay any additional amount to the Lessor on demand.

**Interest**

- (w) Without prejudice to any other rights of the Lessor, the Lessee must pay to the Lessor on demand interest at a rate being the aggregate of two per cent and the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 on any rental or other moneys which are due and payable under the covenants of this Lease provided that, except in the case of rental or other moneys which it has been agreed will be paid on a particular date or moneys which have been expended by the Lessor to remedy any default by the Lessee under the covenants of this Lease, interest must not be demanded until 14 days after the date on which the Lessor has made demand.

**Lessor's  
Costs etc**

- (x) To pay:
- (i) The Lessor's costs, charges and expenses including the Lessor's legal costs of and incidental to the preparation, completion, execution and stamping of this Lease and any variation or surrender of this Lease;
  - (ii) Any stamp duty on this Lease;
  - (iii) All reasonable costs and expenses which the Lessor may expend or incur as a consequence of any default by the Lessee in the performance of the covenants contained in this Lease or under or in the exercise or enforcement or attempted exercise or enforcement of any power authority or remedy contained or implied in this Lease; and
  - (iv) Any reasonable costs incurred by the Lessor in connection with the granting of any consent or approval, whether or not that consent or approval is actually granted.

If the Act applies, the Lessor may only recover the payments permitted by the Act.

**Quiet  
Enjoyment**

**2. THE LESSOR COVENANTS AND AGREES** with the Lessee as follows:

- (a) The Lessee paying the rental reserved and performing and observing the Lessee's covenants and agreements contained in this Lease may peaceably hold and enjoy the Premises during the Term without any disturbance or interruption from the Lessor or any person lawfully claiming by, through or under the Lessor.
- (b) The Lessee shall be entitled to use all lifts, passages, driveways and courtyards in common with other lessees to enable access to the Premises.
- (c) The Lessor, if required by the Lessee, must produce particulars of any insurance effected by the Lessor relating to the Premises.
- (d) If the Act applies, the Lessor must satisfy the requirements of Section 52 of the Act.

**Access to the  
Premises**

**Insurance**

**Destruction**

**3. IT IS MUTUALLY AGREED AND DECLARED** between the parties as follows:-

- (a) Subject to the Act -
  - (i) If:
    - (A) The Premises or any part are totally or partially destroyed or damaged during the Term by fire, storm, tempest, earthquake, explosion or inevitable accident so as to be unfit for use and occupation by the Lessee; and
    - (B) The event causing the destruction or damage was not caused by the default of the Lessee; and

- (C) Any policy of insurance effected by the Lessor has not been vitiated or payment or renewal refused as a result of the act, default or neglect of the Lessee -

then the rental and outgoings or a fair and reasonable proportion having regard to the nature and extent of the destruction or damage or to any interference with their use by the Lessee must, so long as the Premises are unfit for use and occupation, be suspended and cease to be payable.

- (ii) If either party disputes the proportion or period of abatement the dispute must (subject to the provisions of Clause 3(m)) be referred to arbitration under the Commercial Arbitration Act 1984 and abatement shall be in full satisfaction of all claims (if any) for damages by the Lessee against the Lessor.
- (iii) Notwithstanding the provisions of this sub-clause, if the Premises are totally or substantially destroyed and not reinstated within three months, the Lessor or the Lessee may elect by notice in writing to the other to determine this Lease and from the date of service of the notice all claims under this Lease, excepting those claims which have arisen prior to that date, shall be at an end.

**Cessation of  
Building  
Services**

- (b) Except in the case of voluntary withdrawal by the Lessor or as provided by the Act (if applicable), no damages, compensation or abatement or rental shall be claimed by the Lessee or allowed by the Lessor for cessation of, damage to, or failure or breakdown of any of the Services provided in the Building. Reference of 'Services' shall include, but not be limited to, electricity, gas, water, sprinklers, alarms, pumps, airconditioning, heating, cooling or ventilation equipment, hot water service, cleaning and lifts.

**Overholding**

- (c) (i) If the Lessee remains in occupation of the Premises after the expiration of the Term, without objection by the Lessor, then as from the expiration of the Term, the Lessee shall be deemed to be a tenant from month to month on the same covenants and conditions, so far as they are applicable to a monthly tenancy, as are contained in this Lease.
- (ii) Unless otherwise agreed, the monthly rental shall be the same as that payable immediately prior to the expiration of the Term but the Lessor shall have the right to increase the monthly rent upon one month's notice in writing.
- (iii) The tenancy may be determined by either party on the expiration of one month's prior notice in writing which may be given to expire at any time.

**Determination**

- (d) (i) If:
- (A) The Lessee fails to pay the rental or any other moneys payable by the Lessee to the Lessor under this Lease for a period of 14 days after any of the days on which they ought to have been paid, although no formal or legal demand has been made; or
- (B) The Lessee breaches or fails to observe or perform any of the Lessee's covenants contained or implied in this Lease; or
- (C) The Lessee is in Liquidation, except with the written consent of the Lessor for the purposes of reconstruction or amalgamation, -
- then the Lessor, despite any waiver of any previous breach or default by the Lessee or the failure of the Lessor to have taken advantage of any previous breach or default, may in addition to any other power, re-enter the Premises or any part and occupy or re-let the Premises.
- (ii) In exercising the right of re-entry, the Lessor and persons authorised by the Lessor may break open any inner or outer door, fastening or other obstruction and forcibly eject the Lessee and any other persons found in the Premises together with any furniture or other property without being liable for trespass assault or any other proceedings whatsoever and shall be entitled to plead the leave and licence which is granted by this Lease in defence of any such action or proceedings which may be brought by the Lessee.

- (iii) Upon re-entry, this Lease shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any previous breach of any of the Lessee's covenants provided that the right of re-entry for any breach of any covenant term or condition to which Section 146 of the Property Law Act 1958 extends shall not be exercisable until the expiration of 14 days after the Lessor has served on the Lessee the notice required by Section 146(1) specifying the breach and if the breach is capable of remedy requiring the Lessee to remedy the breach or to make reasonable monetary compensation to the satisfaction of the Lessor for the breach. If the Lessor re-enters the Premises pursuant to this Clause, it may at its option remove any property of the Lessee from the Premises and store it at the risk and at the expense of the Lessee.

**Essential Terms**

- (e) The covenants contained in Clauses 1(a), 1(b), 1(c), 1(d), 1(f), 1(h), 1(j), 1(o), 1(s) and 1(t) are essential terms of this Lease and where there is a breach of any of these covenants by the Lessee, the Lessor shall, in addition to the right of re-entry, be entitled to sue the Lessee for loss of the benefits which performance of the covenants by the Lessee would have conferred on the Lessor between the date of the default giving rise to the re-entry and the date the Premises are re-let. The Lessor may also recover any deficiency between the rental payable by the new tenant and the rental payable by the Lessee had the Term of this Lease not been determined provided that the Lessor shall take all reasonable steps to mitigate the loss.

**Further Term(s)**

- (f) (i) The Lessor must on the written request of the Lessee delivered to the Lessor not more than six months and not less than three months prior to the expiration of the Term and so long as:
- (A) There is no unremedied breach of this Lease by the Lessee of which the Lessor has given written notice; and
  - (B) The Lessee has not persistently committed breaches of this Lease of which the Lessor has given notice during the Term, -  
renew this Lease for the Further Term(s) set out in Item 15 of the Schedule. The last date for exercising the option for renewal is stated in Item 16 of the Schedule.
- (ii) If the rental for the Further Term is not agreed between the parties within one month of the request, the rental shall be determined as otherwise set out in 3(g)(ii) below.
- (iii) The Lease for the Further Term shall otherwise contain the same terms and conditions as are set out in this Lease but excluding this agreement for renewal.
- (iv) Where on the execution of this Lease or on any assignment of this Lease, guarantees, indemnities or covenants were or are provided securing the obligations of the Lessee, similar guarantees, indemnities or covenants executed by the same parties must be provided securing the obligations of the Lessee under any renewed Lease entered into under this Clause. If such guarantees, indemnities or covenants are not provided, the Lessee shall not be entitled to require the Lessor to renew this Lease.
- (v) If the Act applies to this Lease then:
- (A) If there is no provision for a Further Term, the Lessor must at least six months and not more than 12 months prior to the expiration of the Term give written notice to the Lessee either offering a renewal of this Lease on terms specified in the notice or informing the Lessee that no renewal is to be offered. Any offer of renewal cannot be revoked for one month and unless accepted by the Lessee during that period, the offer shall be deemed to have been withdrawn;
  - (B) If there is provision for a Further Term or the Lessor proposes to renew this Lease, the Lessor must give to the Lessee at least 21 days before the end of the Term, a disclosure statement complying with the requirements of the Act.

**Review of Rent  
to Market**

- (g) (i) The rental specified in Item 7 of the Schedule and the rental agreed upon or determined for any Further Term must be reviewed on each review date specified in Item 17 of the Schedule (the Review Date) in the manner referred to in this Clause 3(g).
- (ii) If the parties fail to agree on the new current market rent of the Premises 14 days prior to the Review Date, then it must be determined by a 'Specialist Retail Valuer' (as defined in the Act and who acts as an expert and not an arbitrator) who must also be a practising estate agent appointed at the request of either party by the President or other senior office bearer for the time being of The Real Estate Institute of Victoria Ltd.(the Institute). The determination of the Specialist Retail Valuer shall be binding on the parties. The costs of the Specialist Retail Valuer are payable equally by the parties. The rental as determined must not be less than the rental payable immediately prior to the Review Date (except where the Act applies).
- (iii) If by the Review Date the reviewed rental has not been determined then the Lessee must continue to pay the previous rental and any necessary adjustment between the parties must be made no later than seven days after the determination has been delivered.

**CPI Adjustment**

- (h) (i) On each date specified in Item 18 of the Schedule (the Adjustment Date) the rental payable under this Lease (subject to sub-clause(iii)) must be adjusted by reference to the Consumer Price Index in accordance with the following formula:
- R equals A multiplied by B divided C
- Where:
- R is the adjusted rental payable from the Adjustment Date.
- A is the rental payable immediately before the Adjustment Date.
- B is the quarterly Consumer Price Index (All Groups) figure for Melbourne (The CPI figure) last published by the Australian Government Statistician prior to the relevant Adjustment Date.
- C is the CPI figure last published prior to the previous Adjustment Date or Review Date or (if there is no previous Adjustment Date or Review Date) prior to the Commencement Date.
- (ii) If the CPI figure is not current on both Adjustment Date or a substantial change takes place in the method or basis of calculating the CPI figure, then the Lessor and the Lessee must endeavour to reach agreement within 14 days of the Adjustment Date as to the alternative index, failing which the President or other senior office bearer for the time being of the Institute (acting as an expert and not as an arbitrator) shall determine an appropriate index which reflects changes in the cost of living in Melbourne.
- (iii) It is agreed by the parties that the rental must not be adjusted under this Clause 3(h) (unless the Act applies to this Lease) if the calculation would result in the rental decreasing.

**Fixed Rental  
Increase**

- (i) On each Adjustment Date referred to in Item 18 of the Schedule the rental payable under this Lease immediately prior to the Adjustment Date must be increased by the percentage set out in Item 19 of the Schedule.

**Indemnity by  
Lessee**

- (j) This Lease is entered into upon the express condition that the Lessor shall not in any way liable for any damage or injury to the Premises or to the Lessee or to the Lessee's property or to the property of any employee, agent, invitee or licensee of the Lessee by reason of any happening not attributable to a negligent act of the Lessor. To the extent that it is not prohibited by law, the Lessee indemnifies and agrees to keep the Lessor indemnified in respect of all claims, actions, suits, demands, judgements or costs arising from such damage or injury.

**Notices**

- (k) Except where a specific mode of service is prescribed by law, any notice required or permitted by this Lease shall, in addition to any method prescribed by law, be deemed to have been validly given if delivered personally or sent by post to another party at the address shown in the Schedule or if it is left at the last known place of abode or business of that party in the State of Victoria or in the case of the Lessee is affixed to or left for the Lessee at the Premises. Any notice sent by post shall be deemed to have been received by the party to whom it was sent at the time at which the letter would have been delivered to that party in the ordinary course of post.

**Rules**

- (l) The Lessor reserves the right to make and/or alter rules and regulations which are not inconsistent with the rights of the Lessee expressed in this Lease and which relate to the management of the Building and/or to its use and occupation by the Lessee provided that no rule or regulation or any alteration shall bind the Lessee until communicated to the Lessee in writing.

**Disputes**

- (m)
  - (i) If the Act applies to this Lease, any dispute must be determined according to Part 10 of the Act.
  - (ii) If a dispute is referred to the Victorian Civil and Administrative Tribunal under the Act, or otherwise to conciliation or arbitration, then any party to the proceedings may be represented by their own chosen legal practitioner or legal practitioners.
  - (iii) Subject to the Act (if applicable), any dispute between the Lessee and any other lessee or occupier of the Building concerning the use of the Premises must be referred to the Lessor or the Agent for settlement and the decision of the Lessor or the Agent shall be final and binding.

**Goods and Services Tax**

- (n) in this Lease:
  - (i) "GST" means GST within the meaning of the GST Act.  
"GST Act" means A New Tax System (Goods and Services Tax) Act 1999 (as amended).  
Expressions used in this clause 3 (n) and in the GST Act have the same meanings as when used in the GST Act.
  - (ii) Except where this Lease states otherwise, each amount payable by a party under this Lease in respect of a taxable supply by the other party is expressed as a GST exclusive amount and the recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the GST payable in respect of the supply.
  - (iii) An amount payable by the Lessee in respect of a creditable acquisition by the Lessor from a third party must not exceed the sum of the value of the Lessor's acquisition and the additional amount payable by the Lessee under sub-clause 3(n) (ii) on account of the Lessor's GST liability.
  - (iv) A party is not obliged, under sub-clause 3(n)(ii), to pay the GST on a taxable supply to it under this Lease, until given a valid tax invoice for the supply.
  - (v) An adjustment of the consideration payable under this Lease to take account of the New Tax System changes referred to in the Trade Practices Act 1974 must not constitute price exploitation within the meaning of that Act or breach the guidelines in force from time to time published by the Australian Competition and Consumer Commission under Part VB of that Act.

**Joint and Several Covenants**

- (o) Where any party comprises two or more persons the covenants and obligations on the part of that party shall bind those persons jointly and each of them severally.

**Waiver**

- (p) No waiver by the Lessor of any breach by the Lessee of any of the terms, covenants and conditions of this Lease shall operate as the waiver of another breach of the same or of any other term, condition or covenant contained in this Lease.

**Act, Statutes**

- (q) References to a specific statute shall include a reference to any order, ordinance, regulation, rule or by-law made under the statute and all amendments, modifications, re-enactments, consolidation or replacements.

**Headings**

- (r) Marginal or head notes shall not affect the construction of this Lease.

**Interpretation**

- (s) In this Lease:-
  - (i) The expression 'the Lessee' includes the Lessee and the executors, administrators and permitted assigns of the Lessee or being a body corporate, its successors and permitted assigns and shall where the context permits include an employee, agent, contractor, licensee or invitee of the Lessee;
  - (ii) The expression 'the Lessor' includes the Lessor, the assigns, executors and administrators of the Lessor or being a body corporate, its successors and assigns and the reversioner immediately expectant on the Term created by this Lease;
  - (iii) the singular includes the plural and the masculine gender includes the feminine and neuter genders;
  - (iv) A reference to 'Liquidation' includes official management, receivership, appointment of an administrator, deregistration, winding up, dissolution, assignment for the benefit of or compromise, arrangement, composition or moratorium with creditors generally or any class of creditors, deed of company arrangement, scheme of arrangement, insolvency, bankruptcy, or a similar procedure or, where applicable, changes in the constitution of any partnership or person, or death;
  - (v) Any provision must be interpreted so that it does not infringe against the Acts of any Parliament or any regulations made under those Acts. Any provision that does infringe must be read down to the extent necessary to give it, if possible, an operation of a partial character, but if it cannot be read down, it shall be deemed to be severable. If any provision is held invalid by a Court, that provision must be disregarded and the remainder of this Lease shall continue in force.
  - (vi) References to the Act mean the Retail Leases Act 2003.
  - (vii) The expression "bank guarantee" means a guarantee by an "Authorised Deposit-Taking Institution" under the Commonwealth Banking Act 1959.
  - (viii) The language must be tempered so that it complies with all relevant laws and other lawful directions, otherwise the offending language must be read down so as to be as effective as possible. If this objective provides impossible, then the offending language must be severed from this Lease.



## SCHEDULE

1. **Lessor:** Carmen Janke
2. **Lessee:** Andree E Armour & Tonya Santoni T/as Lash Bronz n Beaute  
Shop 11, 1370 Thompsons Road, Cranbourne North
3. **Premises:** Lot 26, 336 Station Street, Chelsea, VIC 3196
4. **Fixtures and Chattels (if any):** Air-conditioning, Fire extinguishers x2, shop front, lighting
5. **Term:** Two (2) Years
6. **Commencement Date:** 1<sup>st</sup> June, 2017
7. **Rent Commencement Date:** 1<sup>st</sup> June, 2017
8. **Rental:** \$ 2,073.44 Per Calendar Month  
\$ 24,881.28 Per Annum

## CLAUSE

- 1(a) 8. **Manner of payment of rental:** Calendar Monthly in advance to Lessor's
- 1(a) 9. **Lessor's Agent:** N/A
- 1(b) 10. **Outgoings excluded:** NIL
- 1(b) 11. **Portion of rates, taxes, etc. to be borne by the Lessee:** 100% of Outgoings  
Applicable to demised premises
- 11A. **The proportion that the lettable area of the premises bears to the lettable area of the Building:** 100 %
- 1(c) 12. **Portion of building operating expenses to be borne by Lessee:** 100%
- 1(o) 13. **Use of the Premises:** Hair, Beauty & Nail Salon
- 1(v) 14. **Security Deposit:** \$ 2,073.44
- 3(f) 15. **Further Term(s):** Two (2) Further Terms of two (2) years
- 3(f) 16. **Last date for exercise of Option:** 1<sup>st</sup> March, 2019
- 3(g) 17. **Market Review Date(s):** 1<sup>st</sup> June, 2019
- 3(h)&(i) 18. **Adjustment Date(s):** 1<sup>st</sup> June, 2018
- 3(i) 19. **Percentage increase in Rental:** CPI Annually  
Market Review s at Options

# **SPECIAL CONDITIONS**

## **SPECIAL CONDITION ONE**

These Special Conditions prevail over all other provisions in this Lease if there is any inconsistency between the Special Conditions and other provisions of the Lease.

## **SPECIAL CONDITION TWO**

The Lessee acknowledges and agrees that the Lease is not binding on the Lessor until:

- The Lessor has signed the Lease; and
- The Lessee has given the Security Bond to the Lessor / Agent; and
- The Lessee has paid to the Lessor / Agent the first months rental instalment; and
- The Lessee has paid any Lease preparation fees; and
- The Lessee has provided a copy of their Public Liability Insurance

If the Lessor has given possession of the premises before the above items have been satisfied then the Lessor may at its option regard the Lessee as a tenant at will.

## **SPECIAL CONDITION THREE**

The Lessee hereby acknowledges that it is the Lessee's responsibility to make necessary enquiries with all relevant authorities to obtain a Permit (if required) for the permitted use of the premises.

## **SPECIAL CONDITION FOUR**

The Lessee hereby agrees to pay their rent by direct bank transfer into an account specified by the Lessor. The Lessor specifies at the commencement of the Lease, rental to be paid into:

**BSB:**

**Acc:**

on or before the 1<sup>st</sup> day of each month, as long Barry Plant Real Estate remains the Lessor's Agent or unless otherwise notified by the Lessor.

## **SPECIAL CONDITION FIVE**

The Lessee shall:

- At all times be responsible for any damage caused to the premises by vandalism (including graffiti), attempted or unlawful entry to the premises and any such damage caused must be rectified immediately after such damage has occurred;
- Immediately repair any defective window glass, lights, doors, locks and fastenings and replace defective light globes, fluorescent tubes, key cards, remote controls or keys
- It is the responsibility of the Lessee to effect necessary insurance to cover against any damage detailed above
- The Lessee acknowledges that should an insurance claim be made as a result of any vandalism, unlawful entry or other such damage that they are responsible for paying the insurance excess

**SIGNED BY THE LESSEE**



**SIGNED BY THE LESSOR**



## **SPECIAL CONDITION SIX**

The Lessee agrees, at its expense, to maintain the building in accordance with Essential Services Act and the Building Regulations 1994, in particular with respect to the requirements for the maintenance of essential services and to reimburse the Lessors cost of obtaining any annual report required by legislation and keep the Lessor indemnified against any cost, expense or payment that the Lessor may reasonably incur to maintain compliance with the Building Regulations, or as a consequence of a breach by the Lessee or a failure by the Lessee to satisfy the Building Regulations.

## **SPECIAL CONDITION SEVEN**

The Lessee acknowledges that it is their responsibility to maintain clear paths of travel through the premises to the exit doors at all times. **No goods or equipment are to be stored across exit doorways internally or externally.** Such 'paths of travel' and the function of the exit doors should be reviewed by the Lessee on a quarterly basis as a minimum requirement. Exit doors should be checked regularly and any concern regarding the functionality of the door or egress should be immediately communicated to the Agent.

## **SPECIAL CONDITION EIGHT**

The Lessee must give the Lessor or their Agent not less than Three (3) Months written Notice that it intends to vacate the premises before the end of the term or any holding over period. Failing which, the Lessee acknowledges they must pay the Lessor liquidate damages equal to the rent and outgoings for the last three (3) months of the tenancy.

## **SPECIAL CONDITION NINE**

The Lessee will remain liable to pay rent and outgoings in relation to the premises until:

- the lease expires;
- the lessee has delivered to the Lessor or the Lessor's Agent all keys to the premises, or arranged and paid for alternate locks if all keys cannot be located; and
- the premises have been repaired / reinstated into the order or condition the premises are required to be in when the term comes to an end

## **SPECIAL CONDITION TEN**

The Lessee hereby indemnifies the Lessor against any claim for damages to the Lessee's chattels, fixtures and fittings arising from flood, water penetration, burst pipes or any like occurrence. As such the Lessee must take out all necessary insurances to cover any goods, chattels, fixtures or fittings owned by the Lessee or any Third Party.

## **SPECIAL CONDITION ELEVEN**

The Lessee acknowledges that this Lease is granted pursuant to provision of Directors Guarantees. Accordingly, if during the course of the Lease or any extension thereof, there is a change to the Directorship of the Company under the Lease, the Lessee must advise the Lessor/Lessors Agent in writing and the incoming Director/s are required to execute a new Indemnity & Guarantee in relation to the existing Lease.

Further, the Lessor may re-enter and end the Lease if the Guarantor is a natural person and-

- a) becomes bankrupt, or
- b) takes or tries to take advantage of Part X of the Bankruptcy Act, or
- c) makes an assignment for the benefit of their creditors, or
- d) enters into a composition or arrangement with their creditors, or
- e) is unable to pay their debts when due

**SIGNED BY THE LESSEE**



**SIGNED BY THE LESSOR**



## **SPECIAL CONDITION TWELVE**

The Lessor and Lessee agree that if the Lessee leaves any Lessee's Installations or other property on the Premises after the end of the lease, unless the Lessor and Lessee agree otherwise, those Lessee's Installations and property will be considered abandoned and will become the property of the Lessor, but the Lessor may remove any of the Lessee's Installations or other property and recover the costs of removal and making good as a liquidated debt payable on demand.

## **SPECIAL CONDITION THIRTEEN**

The Lessee must, at its own cost, replace all windows and other glass in the premises which becomes broken or cracked during the term of the tenancy with equivalent quality glass.

## **SPECIAL CONDITION FOURTEEN**

The Lessee must:

- keep the electricity connected to the premises during the term of the lease or any extension thereof; and
- pay all charges for the removal of waste and rubbish from the premises during the term of the lease or any extension thereof, except for any rubbish created by Lessors works

## **SPECIAL CONDITION FIFTEEN**

In accordance with clause 1 d (i) of the Lease, the Lessor shall take out the following insurances at the Lessee's cost:

- Fire, Storm, Impact Damage, Plate Glass, machinery breakdown, 12 months Loss of rental, debris removal and Public Liability Insurance for a minimum of \$10 million

Should the Lessor choose to take insurance cover in addition to the above and in accordance with its rights under 1 d(i) of the lease, it shall notify the Lessee accordingly.

The Lessee shall pay any additional insurance premium attracted to any policy held by the Lessor as a result of the Lessees occupation or use of the premises.

## **SPECIAL CONDITION SIXTEEN**

The Lessee hereby acknowledges that if part of the building is constructed over an easement; the Lessee hereby covenants and agrees with the Lessor to permit the relevant authority to enter at any time to do any work and will not make any claims against the Lessor for any damage to the Lessee's machinery or goods as a result of any works done to the said sewer or drains.

## **SPECIAL CONDITION SEVENTEEN**

The Lessee hereby acknowledges that in the event the Lessor accepts payment by cheque, should any cheque tendered in payment of rental and / or other monies due and payable under the Lease and any over holding period not be honoured in the normal course by the bank on its first presentation then subsequent payment shall be by way of cash or Bank Cheque only. The Lessee also agrees to pay all bank charges and associated costs resulting from the dishonour.

**SIGNED BY THE LESSEE**



**SIGNED BY THE LESSOR**



### **SPECIAL CONDITION EIGHTEEN**

The Lessee undertakes to maintain the exterior and applicable surrounding areas of the premises (which may include landscaped and garden areas, car parking areas, driveways, fire escapes and laneways including regular mowing and weeding of nature strips and common areas) in a neat and tidy condition at all times unless it is confirmed that any such maintenance is undertaken by an Owners Corporation or third party.

### **SPECIAL CONDITION NINETEEN**

The Lessee hereby acknowledges that the car parking area is not to be used for any other purpose than to park registered motor vehicles. In particular the car parking area is not to be used for the storage for shipping containers or any other heavy weights save for the purpose of loading and unloading.

### **SPECIAL CONDITION TWENTY**

- (a) The Lessee acknowledges that it has management and control of the premises for the purposes of the Occupational Health and Safety Act 2004 (Act);
- (b) The Lessee must give written notice to the Lessor / Lessors Agent as soon as possible after the Lessee becomes aware of any potential or actual issue in relation to Occupational Health and Safety or the Act;
- (c) The Lessee indemnifies the Lessor against any liability of the Lessor or claim made against the Lessor in relation to Occupational Health and Safety or the Act arising from the occupation of the premises by the Lessee

### **SPECIAL CONDITION TWENTY ONE**

Should the premises be fitted with a heating / cooling / air conditioning system, the Lessee acknowledges that it is their responsibility to either reimburse the Lessor's cost for or to directly engage a professional contractor to carry out regular inspections and servicing of the heating/ cooling / air conditioning system at the Lessee's cost, excluding repairs of a capital nature. In the absence of any written agreement, the Lessee acknowledges that this maintenance shall be their sole responsibility to arrange contractors at their cost.

The Lessee will be responsible for all repairs and maintenance costs of the heating / cooling / air conditioning system if a regular service contract (minimum quarterly inspections) has not been taken out and documentary proof provided.

### **SPECIAL CONDITION TWENTY TWO**

The Lessee hereby agrees, that upon the commencement of this Lease Agreement and during any extension or further term, the Lessee will enter into and keep in force a service agreement with a recognised firm of contractors, to service maintain the Lessor's fixtures and chattels which may include cool rooms, overhead cranes, roller shutter doors, exit and emergency lighting, fire fighting equipment, all of which form part of the demised premises. The Lessee further agrees to pay the costs associated with the said maintenance agreement(s).

The Lessee hereby agrees to produce a copy of any of the above agreements upon request, and the Lessor (acting reasonably and with reason) will have the right to refuse any contractor and nominate a preferred contractor instead.

The Lessee further acknowledges that failure of the Lessors fixtures and fittings as a result of lack of maintenance does not constitute fair wear and tear.

**SIGNED BY THE LESSEE**



**SIGNED BY THE LESSOR**



### **SPECIAL CONDITION TWENTY THREE**

At the expiration of the Lease, any further term or any termination of the Lease, in accordance with the Lease covenants 1 (j) and 1 (m) the Lessee undertakes to complete such works in a proper and workmanlike manner in accordance with all requirements of any relevant authority. Furthermore, should any works include the penetration of the walls/ceiling/roof etc (e.g. for exhaust flues / ducting etc) then at the termination of this tenancy the Lessee undertakes to professionally have the walls / ceiling / roof etc reinstated to their original condition by using full sheets (not patches) of the relevant material.

### **SPECIAL CONDITION TWENTY FOUR**

When the Lessee vacates the premises and if the Lessor so requests:

- The Lessee must, at its cost, have all gas and electrical services it installed in the premises during the tenancy disconnected and removed by properly qualified gas plumbers and electricians and in accordance with the relevant gas and electricity supply authority so as to leave the premises safe.
- The Lessee must give to the Lessor or the Lessor's Agent a certificate from the gas plumber and electrician stating that the disconnection and removal has been properly carried out and that the premises is in that regard safe and compliant by that authority.

**SIGNED BY THE LESSEE**

A handwritten signature in dark ink, appearing to read 'P. J. ...', written over a horizontal line.

**SIGNED BY THE LESSOR**

A handwritten signature in dark ink, appearing to read 'CSZ', written over a horizontal line.

# INDEMNITY AND GUARANTEE

IN CONSIDERATION of the within named Lessor having agreed at the request of

**Tonya D Santoni of 48 Armstrongs Road, Seaford, VIC 3198 AND  
Andree E Armour of 15 Hoya Cres, Frankston North, VIC 3200**

(together called 'the Guarantor') to grant the within Lease ('the Lease') to the within named Lessee ('the Lessee') the Guarantor **HEREBY GUARANTEES** the performance by the Lessee of all terms, covenants and conditions contained in the Lease and the punctual payment by the Lessee to the Lessor of the rental and all other moneys payable by the Lessee under the Lease and all costs and damages which may be payable by the Lessee on any default, repudiation or otherwise. Furthermore, as a separate and independent obligation, the Guarantor **HEREBY INDEMNIFIES** the Lessor and agrees to keep the Lessor always indemnified against all loss arising out of or relating to the Lease including without limitation all losses, costs, charges, damages and expenses which the Lessor may incur for or by reason of any default by the Lessee or by reason of the termination of the Lease for any reason and further agrees that any moneys which are not recoverable for any reason (including, without limitation, disability, immunity, infancy, incapacity or any Statute of Limitations), whether or not the Lessor knew or ought to have known, shall be recoverable from the Guarantor as sole or principle debtor and shall be paid to the Lessor on demand.

1. The Guarantor agrees that the liability of the Guarantee shall not be abrogated, prejudiced or affected by:-

- (a) any postponement, forbearance or other concession granted to the Lessee or to any other person nor any compounding or full or partial release or discharge of the Lessee or any other person from liability under this Deed or from any other right of the Lessor against the Lessee or any compromise, abandonment, waiver, variation, relinquishment or renewal of the Lease, any securities or assets or by any act, neglect or omission by the Lessor in exercise of the powers and discretions vested in the Lessor by or under the Lease;
- (b) a judgement against the Lessee in any Court;
- (c) the Liquidation of the Lessee or any other person;
- (d) any other person or corporation whether or not named in this Deed giving or failing to give an indemnity or guarantee of the Lessee's obligations to the Lessor;
- (e) the liability of the Lessee ceasing for any cause or any indemnity, guarantee or security to secure the obligation being released or discharged or being void, defective or informal;
- (f) any assignment by the Lessee of its interest in the Lease to another person or corporation;
- (g) any alteration, variation, addition or modification to or of the Lease or this Deed and whether or not the Lessee and/or the Guarantor have specifically agreed or consented;
- (h) the failure or omission by the Lessor to give notice to the Guarantor of any default by the Lessee under the Lease;  
or
- (i) anything else whatsoever which under the law relating to sureties would, but for this provision, have the effect of releasing the Guarantor.

2. This Deed is to be a continuing indemnity and guarantee and shall remain in full force until the full amount for which the Guarantor is liable under the Lease has been paid to the Lessor and shall be enforceable by the Lessor without first taking any steps or proceedings against the Lessee and notwithstanding the termination or expiration of the Lease and the Lessor may determine if and when it shall enforce or refrain from enforcing this Deed.

3. The liability of the Guarantor under this Deed shall extend to all amounts which:-

- (a) may be payable by the Lessee to the Lessor for any period during which the Lessee over holds under the Lease or otherwise remains in occupation of the Premises, notwithstanding that the term of the Lease has expired or may otherwise have terminated;
- (b) may be payable by the Lessee to the Lessor under any equitable lease which may arise on the exercise by the Lessee of any option for a further term contained in the Lease; or
- (c) the Lessor has been paid by the Lessee, but which the Lessor is obliged to repay on the ground of preference or otherwise.

EXECUTED by the parties as a deed

6.6. 20 17

Executed by the LESSOR – Carmen Janke

In the presence of:



Signature

.....

Signature

Carmen-Sylvia Janke

Print Full Name

.....

Print Full Name

Executed by the LESSEE - Andree E Armour & Tonya D Santoni T/as Lash Bronz n Beaute

In the presence of:



Signature



Signature

Tonya Santoni

Print Full Name

Andree Armour

Print Full Name



# INDEMNITY AND GUARANTEE

IN CONSIDERATION of the within named Lessor having agreed at the request of

**Tonya D Santoni of 48 Armstrongs Road, Seaford, VIC 3198 AND  
Andree E Armour of 15 Hoya Cres, Frankston North, VIC 3200**

(together called 'the Guarantor') to grant the within Lease ('the Lease') to the within named Lessee ('the Lessee') the Guarantor **HEREBY GUARANTEES** the performance by the Lessee of all terms, covenants and conditions contained in the Lease and the punctual payment by the Lessee to the Lessor of the rental and all other moneys payable by the Lessee under the Lease and all costs and damages which may be payable by the Lessee on any default, repudiation or otherwise. Furthermore, as a separate and independent obligation, the Guarantor **HEREBY INDEMNIFIES** the Lessor and agrees to keep the Lessor always indemnified against all loss arising out of or relating to the Lease including without limitation all losses, costs, charges, damages and expenses which the Lessor may incur for or by reason of any default by the Lessee or by reason of the termination of the Lease for any reason and further agrees that any moneys which are not recoverable for any reason (including, without limitation, disability, immunity, infancy, incapacity or any Statute of Limitations), whether or not the Lessor knew or ought to have known, shall be recoverable from the Guarantor as sole or principle debtor and shall be paid to the Lessor on demand.

1. The Guarantor agrees that the liability of the Guarantee shall not be abrogated, prejudiced or affected by:-

- (a) any postponement, forbearance or other concession granted to the Lessee or to any other person nor any compounding or full or partial release or discharge of the Lessee or any other person from liability under this Deed or from any other right of the Lessor against the Lessee or any compromise, abandonment, waiver, variation, relinquishment or renewal of the Lease, any securities or assets or by any act, neglect or omission by the Lessor in exercise of the powers and discretions vested in the Lessor by or under the Lease;
- (b) a judgement against the Lessee in any Court;
- (c) the Liquidation of the Lessee or any other person;
- (d) any other person or corporation whether or not named in this Deed giving or failing to give an indemnity or guarantee of the Lessee's obligations to the Lessor;
- (e) the liability of the Lessee ceasing for any cause or any indemnity, guarantee or security to secure the obligation being released or discharged or being void, defective or informal;
- (f) any assignment by the Lessee of its interest in the Lease to another person or corporation;
- (g) any alteration, variation, addition or modification to or of the Lease or this Deed and whether or not the Lessee and/or the Guarantor have specifically agreed or consented;
- (h) the failure or omission by the Lessor to give notice to the Guarantor of any default by the Lessee under the Lease;  
or
- (i) anything else whatsoever which under the law relating to sureties would, but for this provision, have the effect of releasing the Guarantor.

2. This Deed is to be a continuing indemnity and guarantee and shall remain in full force until the full amount for which the Guarantor is liable under the Lease has been paid to the Lessor and shall be enforceable by the Lessor without first taking any steps or proceedings against the Lessee and notwithstanding the termination or expiration of the Lease and the Lessor may determine if and when it shall enforce or refrain from enforcing this Deed.

3. The liability of the Guarantor under this Deed shall extend to all amounts which:-

- (a) may be payable by the Lessee to the Lessor for any period during which the Lessee over holds under the Lease or otherwise remains in occupation of the Premises, notwithstanding that the term of the Lease has expired or may otherwise have terminated;
- (b) may be payable by the Lessee to the Lessor under any equitable lease which may arise on the exercise by the Lessee of any option for a further term contained in the Lease; or
- (c) the Lessor has been paid by the Lessee, but which the Lessor is obliged to repay on the ground of preference or otherwise.

4. It is the intention of the parties that where the context so admits:-

(a) the singular includes the plural and the masculine gender includes the feminine and neuter genders;

(b) the expressions 'Guarantor', 'Lessor' and 'Lessee' when used in reference to an individual or individuals, shall be deemed to include and also to refer to his, her or their respective heirs, executors, administrators and transferees and when used in reference to a body corporate, shall be deemed to include and also to refer to the successors and permitted assigns of the body corporate. The expression 'Lessor' shall also include the registered proprietor or proprietors from time to time of the Premises referred to in the Lease;

(c) a reference to 'Liquidation' includes official management, receivership, appointment of an administrator, deregistration, winding up, dissolution, assignment for the benefit of or compromise, arrangement, composition or moratorium with creditors generally or any class of creditors, deed of company arrangement, scheme of arrangement, insolvency bankruptcy or a similar procedure or, where applicable, changes in the constitution of any partnership or person or death;

(d) where there is more than one Guarantor, the liability of the Guarantors shall be joint and several.

EXECUTED by the Guarantor as a Deed and dated

6.6.2017

SIGNED SEALED AND DELIVERED by )

Tonya D Santoni )

in the presence of )

  
Tonya D Santoni

.....  
WITNESS SIGNATURE


  
.....  
WITNESS NAME (Please Print)

.....  
WITNESS ADDRESS

SIGNED SEALED AND DELIVERED by )

Andree E Armour )

in the presence of )

  
.....  
Andree E Armour

.....  
WITNESS SIGNATURE

  
.....  
WITNESS NAME (Please Print)

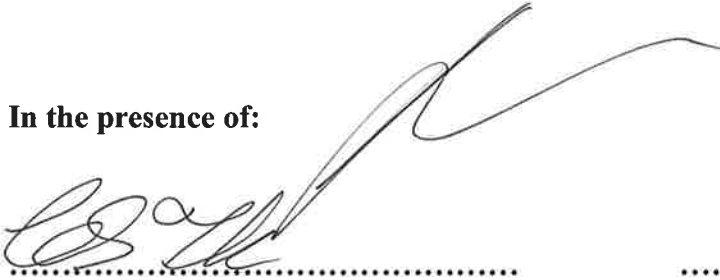
.....  
WITNESS ADDRESS

EXECUTED by the parties as a deed

6.6. 20 17

Executed by the LESSOR – Carmen Janke

In the presence of:



Signature

Signature

Carmen-Sylvia Janke  
Print Full Name

Print Full Name

Executed by the LESSEE - Andree E Armour & Tonya D Santoni T/as Lash Bronz n Beaute

In the presence of:



Signature

Signature

Tonya Santoni  
Print Full Name

Andree Armour  
Print Full Name



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 28/06/2018 11:53:08 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS548594K**

The land in PS548594K is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 1 - 29.

### Limitations on Owners Corporation:

Unlimited

### Postal Address for Services of Notices:

ACTION BODY CORPORATE MANAGEMENT PTY LTD 12-14 KLAUER STREET SEAFORD VIC 3198

AM679482N 05/04/2016

### 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. AF029929K 02/05/2007

### Additional Owners Corporation Information:

NIL

### Notations:

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

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 28/06/2018 11:53:08 AM

**OWNERS CORPORATION 1**  
**PLAN NO. PS548594K**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	10	10
Lot 20	10	10
Lot 21	10	10
Lot 22	10	10
Lot 23	10	10
Lot 24	10	10
Lot 25	10	10
Lot 26	10	10
Lot 27	10	10
Lot 28	10	10
Lot 29	10	10
<b>Total</b>	<b>290.00</b>	<b>290.00</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.



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

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Produced: 28/06/2018 11:53:21 AM

**OWNERS CORPORATION 2**  
**PLAN NO. PS548594K**

The land in PS548594K is affected by 2 Owners Corporation(s)

### Land Affected by Owners Corporation:

Common Property 2, Lots 1 - 23.

### Limitations on Owners Corporation:

Limited to Common Property

### Postal Address for Services of Notices:

ACTION BODY CORPORATE MANAGEMENT PTY LTD 12-14 KLAUER STREET SEAFORD VIC 3198

AM679482N 05/04/2016

### 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:

NIL

### Additional Owners Corporation Information:

NIL

### Notations:

Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1. Members of Owners Corporation 2 are also affected by Owners Corporation 1.

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 1	10	10
Lot 2	10	10
Lot 3	10	10
Lot 4	10	10
Lot 5	10	10
Lot 6	10	10



# Department of Environment, Land, Water & Planning

## Owners Corporation Search Report

Produced: 28/06/2018 11:53:21 AM

**OWNERS CORPORATION 2**  
**PLAN NO. PS548594K**

### Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	10	10
Lot 8	10	10
Lot 9	10	10
Lot 10	10	10
Lot 11	10	10
Lot 12	10	10
Lot 13	10	10
Lot 14	10	10
Lot 15	10	10
Lot 16	10	10
Lot 17	10	10
Lot 18	10	10
Lot 19	10	10
Lot 20	10	10
Lot 21	10	10
Lot 22	10	10
Lot 23	10	10
<b>Total</b>	<b>230.00</b>	<b>230.00</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.

# **ACTION**

## **BODY CORPORATE MANAGEMENT**

Wednesday 4<sup>th</sup> July, 2018

Right Choice Conveyancing  
Po Box 249  
Chelsea Vic 3196

Dear Sir/Madam,

**RE: 26/334-339 STATION STREET, CHELSEA VIC 3196**

Please find enclosed a Owners Corporation Certificate for the above unit as requested.

**When settlement takes place, please advise our office of the following: -**

- Name & Address of new owner for service of correspondence.

**If you have any queries please contact our office on 9786-0344.**

Kind Regards,  
Action Body Corporate Management



**BRIAN TOGNAZZINI**  
**MANAGER**

Ref: FORM3/lettersolicitor&envelope.bc

*Tel. 03 9786 0344 Fax. 03 9786-5333*  
*Email: [actionmanagemen@optusnet.com.au](mailto:actionmanagemen@optusnet.com.au)*  
**Postal Address P. O. Box 385, PATTERSON LAKES VIC 3197**  
**A B N 30 085 603 578**



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

Owners Corporation No **548594**

Address **334-339 STATION STREET, CHELSEA VIC 3196**

This certificate is issued for Lot **26** on Plan of Subdivision No **548594**

Postal address is

26/334-339 STATION STREET  
CHELSEA VIC 3196

Applicant for the certificate is **RIGHT CHOICE CONVEYANCING**

Address for delivery of certificate ...jade@rightchoice.com.au.....

Date that the application was received ...26/6/18.....

**IMPORTANT:**

The information in this certificate is issued on **4 July 2018**.

You can inspect the owners corporations register for additional information and you should obtain a new certificate for current information prior to settlement.

- (a) The current fees for the lot are \$672.45 payable quarterly.
- (b) The date up to which the fees for the lot have been paid is 31 Jul 2018.
- (c) The total of any unpaid fees or charges for the lot is:

*Administrative Fund*

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

*Maintenance Fund*

Amount owing	\$0.00
Interest owing	\$0.00
Total amount owing	\$0.00

- (d) The special fees or levies which have been struck, the dates on which they were struck and the dates they are payable are:

None

- (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?

If so, then provide details: NIL

- (f) The owners corporation has the following insurance cover:

Policy No.	CS0003085	Chu
Type:	Strata	Broker: Whitbread

Premium:	\$11,465.24	Paid on:	11/05/2018	Policy start date:	07/05/2018	Next due:	07/05/2019
Cover		Sum insured		Excess			
Building		\$12,250,000.00		\$1,000.00			

The type of Policy is: Replacement

The Buildings covered by the Policy are situated at: **334-339 STATION STREET, CHELSEA VIC 3196**

(g) Has the owners corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: NO

(h) The total funds held by the owners corporation are set out in the Financial Statement attached to this 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?

If so, then provide details: NIL

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

If so, then provide details: **QUARTERLY GUTTER CLEAN, SIX MONTHLY WINDOW CLEAN, QUARTERLY GARAGE GATE SERVICE, QUARTERLY BASEMENT PUMP CHECKS, ANNUAL VEHICLE EXHAUST CHECK. LOT 29 HAS A LEASE FOR THE SMALL AREA IN THE BASEMENT TO CONSTRUCT A STORAGE CAGE, SEE ATTACHED PLAN.**

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

If so, then provide details: NIL

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

If so, then provide details:

There are no notices or orders as at 4 July 2018.

(m) Are there any legal proceedings to which the owners corporation is a party and any circumstances of which the owners corporation is aware that are likely to give rise to proceedings?

If so, then provide details: NIL

(n) Has the owners corporation appointed, or resolved to appoint, a manager?

If so, then provide details:

The manager is Action Body Corporate Management  
PO BOX 385  
PATTERSON LAKES VIC 3197

Telephone: 9786 0344

(o) Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

No administrator is appointed.

(p) Documents required to be attached to the owners corporation certificate are:

A copy of the latest financial statements

A copy of the minute of the last annual general meeting of the owners corporation

A copy of the consolidated rules registered at Land Victoria

A copy of Schedule 3 of the Owners Corporations Regulations 2007 entitled

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

**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.

Date: 4 July 2018

This owners corporation certificate was prepared by:

.....(signature)  
BRIAN TOGNAZZINI  
Action Body Corporate Management  
PO BOX 385  
PATTERSON LAKES VIC 3197

actionmanagemen@optusnet.com.au





Delivered by LANDATA®. Land Victoria timestamp 15/09/2015 12:01 Page 2 of 9

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**MINUTES OF THE ANNUAL GENERAL MEETING OF OWNERS CORPORATION**  
**PLAN NO: 548594 334-339 STATION STREET CHELSEA**  
**HELD AT: PATTERSON LAKES COMMUNITY CENTRE**  
**54-70 THOMPSONS ROAD PATTERSON LAKES**  
**ON TUESDAY 17<sup>TH</sup> APRIL 2018 AT 6.00 PM**

**PRESENT: A. BALKIN (2), M. CARAVATAS (10), P. WHITE (13), Y. CHADWICK (18)**

**IN ATTENDANCE: B.TOGNAZZINI (CHAIRMAN) - ACTION MANAGEMENT**

The Manager advised that as a quorum was not present that any resolutions made will be termed interim resolutions and will be deemed to be ratified by the Owners Corporation if no petition for a special general meeting is received WITHIN 29 DAYS OF THE DATE OF THE MEETING pursuant to Section 78 of the Owners Corporations Act 2006.

**1. CONFIRMATION OF MINUTES OF LAST AGM**

The minutes of the last meeting were confirmed as a true record of proceedings.

**2. FINANCIAL STATEMENT**

The financial statement for the period ending 31/03/18 was tabled and received.

**3. COMMITTEE OF MANAGEMENT**

The Owners Corporation decided not to elect a committee.

**4. INSURANCE**

The Chairperson advised that a valuation for insurance purposes had been undertaken in July 2014, and that a further valuation should be considered. The Owners Corporation agreed to have an insurance valuation undertaken and to circulate a copy of the valuer's report to owners with a postal ballot. In the interim the Owners Corporation agreed to maintain the existing level of insurance cover and to renew cover with the provider of the cheapest quote sourced via Whitbread Insurance Brokers. It was noted there is a \$500 excess on all claims

Buildings	\$12,250,000
Public Liability	\$20,000,000
Voluntary Workers	\$100,000
Fidelity Guarantee	\$100,000
Office Bearers Cover	\$100,000
Machinery breakdown	\$20,000

Members are reminded that Owners Corporation insurance **does not** cover contents or owners chattels (e.g. carpets, floating floors and curtains) inside the units and owners who have undertaken improvements or altered the risk profile of their Lot must notify the Owners Corporation. Each owner should have contents insurance which includes personal public liability. Landlords are advised to have Landlords Contents cover. Owners are reminded to ensure working smoke detectors are fitted inside their unit.

As required by the Financial Services Reform Act the Manager is bound to disclose that they receive a commission on the insurance premium.

Action Body Corporate Management is an authorized representative of both CHU Underwriting Agencies and Whitbread Insurance Brokers. Any advice given in relation to the Owners Corporation's insurance cover is both factual and general in nature and the relevant insurer's Product Disclosure Statement should be referred to. Copies are available on request.



## **5. MAINTENANCE AND REPAIRS**

### **5.1 CARETAKING**

The Owners Corporation agreed to retain the services of Greenscene Property Maintenance. The caretaker is to be asked to ensure all bins are placed out for collection each week and to plant some succulents on the Level 1 garden area.

### **5.2 PAINTING**

It was agreed to proceed with Stage 2 of the painting works to Level 1 and the stairwell with the quote from Argyle Maintenance Services being accepted. The cost of works is to be paid for from the Maintenance Fund.

## **6. GENERAL BUSINESS**

### **6.1 REAPPOINTMENT OF OWNERS CORPORATION MANAGER**

The Owners Corporation agreed to reappoint Action Body Corporate Management to manage the Owners Corporation. In accordance with section 11 of the Owners Corporations Act 2006, the Owners Corporation delegates to the manager all powers except those requiring either a special or unanimous resolution of owners.

6.2. The manager noted that with the conversion of the Office on the ground floor to a studio apartment, the owner has requested to lease a small area in the basement to construct a storage cage. Further details are enclosed in a postal ballot enclosed with these minutes.

## **7. BUDGET FOR 2018/19**

The following budget was approved

Administration	\$700.00
Bank Charges	\$200.00
Electricity	\$8000.00
Fire Equipment Service	\$6000.00
Caretaking	\$14300.00
Gutter Cleaning	\$1200.00
Insurance	\$11000.00
Lift Maintenance	\$8500.00
Management Fee	\$7337.00
Meeting Room Hire	\$20.00
Repairs & Maintenance	\$13593.00
Telephone	\$650.00
Water	\$600.00
Window Cleaning	\$900.00
Sinking Fund	\$5000.00
<b>TOTAL</b>	<b><u>\$78000.00</u></b>

It was resolved that an amount of \$78000.00 be raised to meet the anticipated expenses for the current year. The Owners Corporation resolved that contributions be set at \$672.45 per unit per quarter for all units payable in advance and due on 1<sup>st</sup> February, May, August & November.

The meeting closed at 6.35 pm.

## Owner Ledger

Start Date: 01/07/2016  
End Date: 31/07/2020  
Owners: One only

The Owners of OC--548594

334-339 STATION STREET, CHELSEA VIC 3196

Lot 26 Unit 26 Carmen Janke

UE / AE: 10.00 / 290.00

## Levies

Levy no.	Due date	Frequency	Details	Admin Fund		Maintenance Fund		Interest paid	Discount	Levy type	Status	Group
				Due	Paid	Due	Paid					
			<b>Balance brought forward</b>	<b>0.00</b>		<b>0.00</b>						
1	01/08/2016	Quarterly	01/08/16-31/10/16	629.35	629.35	43.10	43.10	0.00	0.00%	Standard	Normal	None
2	01/11/2016	Quarterly	01/11/16-31/01/17	629.35	629.35	43.10	43.10	0.00	0.00%	Standard	Normal	None
3	01/02/2017	Quarterly	01/02/17-30/04/17	629.35	629.35	43.10	43.10	0.00	0.00%	Standard	Normal	None
4	01/05/2017	Quarterly	Quarterly Admin/Maintenance Levy 01/05/17-31/07/17	629.35	629.35	43.10	43.10	0.00	0.00%	Standard	Normal	None
5	01/08/2017	Quarterly	Quarterly Admin/Maintenance Levy 01/08/17-31/10/17	629.35	629.35	43.10	43.10	0.00	0.00%	Standard	Normal	None
6	01/11/2017	Quarterly	Quarterly Admin/Maintenance Levy 01/11/17-31/01/18	629.35	629.35	43.10	43.10	0.00	0.00%	Standard	Normal	None
7	01/02/2018	Quarterly	Quarterly Admin/Maintenance Levy 01/02/18-30/04/18	629.35	629.35	43.10	43.10	0.00	0.00%	Standard	Normal	None
8	01/05/2018	Quarterly	Quarterly Admin/Maintenance Levy01/05/18-31/07/18	629.35	629.35	43.10	43.10	0.00	0.00%	Standard	Normal	None
9	01/08/2018	Quarterly	Quarterly Admin/Maintenance Levy 01/08/18-31/10/18	629.35	0.00	43.10	0.00	0.00	0.00%	Standard	Normal	None
10	01/11/2018	Quarterly	Quarterly Admin/Maintenance Levy 01/11/18-31/01/19	629.35	0.00	43.10	0.00	0.00	0.00%	Standard	Normal	None
11	01/02/2019	Quarterly	Quarterly Admin/Maintenance Levy 01/02/19-30/04/19	629.35	0.00	43.10	0.00	0.00	0.00%	Standard	Normal	None

Current position: Unallocated prepayments \$0.00

Levy arrears & owner invoices due \$0.00

Interest on levy arrears \$0.00

## Receipts

Date	Receipt no.	Subtype	Status	Source	Admin Fund		Maintenance Fund		Unallocated		Total amount	Cheque no.	Levy no.
					Paid	Interest	Paid	Interest	Paid	Interest			

The Owners of OC--548594

334-339 STATION STREET, CHELSEA VIC 3196

Lot 26	Unit 26	Carmen Janke	UE / AE: 10.00 / 290.00				
30/05/2017	328	Receipt	1,873.00	0.00	127.00	0.00	
20/06/2017	336	Receipt	93.65	0.00	6.35	0.00	
27/06/2017	338	Receipt	93.65	0.00	6.35	0.00	
04/07/2017	341	Receipt	93.65	0.00	6.35	0.00	
07/07/2017	342	Receipt	1,463.77	0.00	100.23	0.00	
11/07/2017	344	Receipt	93.59	0.00	6.41	0.00	1,564.00
18/07/2017	350	Receipt	93.59	0.00	6.41	0.00	100.00
25/07/2017	355	Receipt	93.59	0.00	6.41	0.00	100.00
01/08/2017	363	Receipt	93.59	0.00	6.41	0.00	100.00
08/08/2017	367	Receipt	93.59	0.00	6.41	0.00	100.00
09/08/2017	369	Receipt	558.41	0.00	38.24	0.00	100.00
15/08/2017	371	Receipt	93.59	0.00	6.41	0.00	596.65
22/08/2017	377	Receipt	93.59	0.00	6.41	0.00	100.00
22/11/2017	422	Receipt	629.35	0.00	43.10	0.00	100.00
20/02/2018	460	Receipt	482.76	0.00	33.06	0.00	672.45
27/03/2018	473	Receipt	629.35	0.00	43.10	0.00	515.82
12/06/2018	514	Receipt	629.35	0.00	43.10	0.00	672.45
25/06/2018	519	Receipt	629.35	0.00	43.10	0.00	672.45

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## Balance Sheet - Detailed

### As at 04/07/2018

The Owners of OC--548594

334-339 STATION STREET, CHELSEA VIC 3196

**Current period****Owners' funds****Administrative Fund**

Operating Surplus/Deficit--Admin	(6,256.78)
Owners Equity--Admin	40,627.43
	34,370.65

**Maintenance Fund**

Operating Surplus/Deficit--Sinking	1,249.90
Owners Equity--Sinking	15,053.94
	16,303.84

**Net owners' funds****\$50,674.49****Represented by:****Assets****Administrative Fund**

Cash at Bank--Admin	8,719.88
Receivable--Levies--Admin	19,641.99
	28,361.87

**Maintenance Fund**

Cash at Bank--Sinking	3,689.96
Receivable--Levies--Sinking	1,340.58
	5,030.54

**Unallocated Money**

0.00

*Total assets***33,392.41****Less liabilities****Administrative Fund**

Prepaid Levies--Admin	629.35
	629.35

**Maintenance Fund**

Prepaid Levies--Sinking	43.10
	43.10

**Unallocated Money**

0.00

*Total liabilities*

672.45

**Net assets****\$32,719.96**

\* As the previous financial year has not been finalised, the current financial year reporting will not be accurate.

## **OWNERS CORPORATION STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS**

**Schedule 3, Regulation 12, Owners Corporations Regulations 2007**

### **What is an owners corporation?**

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

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

### **How are decisions made by an owners corporation?**

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

### **Owners corporation rules**

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

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

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

### **Further information**

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

### **Management of an owners corporation**

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

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

More information can be obtained by an inspection of the owners corporation register. Please make your request to inspect the owners corporation register in writing to: Action Body Corporate Management; P.O. Box 385 Patterson Lakes VIC 3197.

**COVERAGE SUMMARY****Client:**

OC No. 548594K  
C/- Action Body Corporate  
PO Box 385  
PATTERSON LAKES VIC 3197

**Broker Contact Details:**

**Broker:** Stephen McMahon  
**Phone:** 03 8646 0241  
**Email:** s.mcmahon@whitbread.com.au

**Policy Class:**

Strata Comm Risk

**Policy No.:**

CS0003085

**Client reference:**

WIB STR B5281

**Period of**

From: 7/05/2018

**Insurance:**

To: 7/05/2019

This summary is not a policy document and is only an outline of the coverage.  
The terms, conditions and limitations of the Insurers policy shall prevail at all times.

**Insured:** OC No. 548594K

**Situation:** 334-339 Station Street, Chelsea

**Covering:****Policy 1****Insured Property**

Building:	\$12,250,000
Loss of Rent/Temp Accommodation (15%):	\$1,837,500
Common Area Contents:	\$122,500
Optional Paint Benefit (NSW only):	Insured

**Policy 2****Public or Legal Liability:**

\$20,000,000

**Policy 3****Voluntary Workers:**

\$2,000/\$200,000

**Policy 4****Workers Compensation:**  
(NSW, ACT, TAS & WA only)

Not Insured

**Policy 5****Fidelity Guarantee:**

\$100,000

**Policy 6****Office Bearers Legal Liability:**

Not Insured

**Policy 7****Machinery Breakdown:**

\$20,000

**Policy 8**

<b>Catastrophe Insurance</b> (Insured Property):	Not Insured
Extended Cover – Rent/Temp Accom (15%):	Not Insured
Escalation in Cost of Temp Accom (5%):	Not Insured
Cost of Storage & Evacuation (5%):	Not Insured



# **334-339 STATION STREET CHELSEA**

## **SCHEDULE 2**

### **MODEL RULES FOR AN OWNERS CORPORATION**

#### **1. Health, safety and security**

##### **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.

##### **Storage of flammable liquids and other dangerous substances and materials**

- (1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.
- (2) This rule does not apply to-
  - a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or
  - b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

##### **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**

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

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

#### **3. Use of common property**

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

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
- (3) An approval under sub-rule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove the animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

### **Vehicles and parking on common property**

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

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

### **Damage to common property**

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

## **4 Lots**

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

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

### **Example**

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

## **5 Behaviour of persons**

### **5.1 Behaviour of owners, occupiers and invitees on the 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**

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

## **6 Dispute resolution**

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



- (2) The party making the complaint must prepare a written statement in the approved form
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.
- (6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting
- (7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006.
- (8) This process is separate from and does not limit any further action under Part 10 of the Owners Corporation Act 2006.

## 7. Additional Rules

An owner or occupier must not:

- (1) store or keep waste or garbage other than in proper receptacles in an area specified for such purpose by the Body Corporate;
- (2) install or place, or permit to remain installed or placed, any air-conditioning unit, fan or other appliance in such a position as to be visible from outside the member's lot;
- (3) keep or leave open or permit any security door or the door into any stairwell to be kept or left open for any purpose whatsoever;
- (4) carry out or permit to be carried out, on a lot affected by the Body Corporate, any building work requiring a building approval under the Building Act 1993 unless;
  - at least 21 days written notice of intention to carry out the work accompanied by proper plans and specifications of the work, has been given to the Body Corporate by the member who owns the lot on which the work is proposed to be carried out ; and
  - the work is carried out in accordance with such reasonable directions as the Body Corporate may give;
- (5) obstruct any fire appliance cupboard, stairway or landing or permit any fire appliance cupboard, stairway or landing to be obstructed;
- (6) dispose of or leave any rubbish on the common property otherwise than in a place designated for the receipt of rubbish of that type;
- (7) store any materials or goods on the common property except with the prior written consent of the Body Corporate and in accordance with the terms and conditions contained in that written consent;
- (8) save for Lots 24 to 29 inclusive use or permit the lot or any part thereof to be used for carrying on any trade or business or for any

use other than that of an office (whether of the member or the occupier of a member's lot) and ancillary car parking;

- (9) make any alterations or additions to the exterior of the building or the member's lot or any part thereof that may be incongruous or unsightly or impair or detract from the architecture form or style or general appearance of the member's lot, the common property or the building generally or paint or otherwise decorate the same or erect any blind curtain or other awning there to without the written consent of either the Body Corporate or their representative;
  - (10) smoke in any part of the building or common property other than those areas designated by the Body Corporate;
1. Any reference to "building herein means the building erected at 334-339 Station Street, Chelsea including walls, out-buildings, service installation and other appurtenances.
  2. A member must or must ensure that the occupiers of a member's lot will at the member's cost replace any security key which is issued to the member by the managing agent.
  3. No member will erect or display any sign, hoarding, board or other form of advertisement on the common property without first obtaining the written consent of either the Body Corporate or their representative who will regulate the time limit for display, size, type, contents, locations and fee for the right to display of any sign on the common property.
  4. The Body Corporate will establish and maintain a separate account (the sinking fund) for the purpose of on-going maintenance, improvement and development works on the common property to which each member will be required to contribute on an annual basis an amount determined by the Body Corporate payable quarterly in advance when required by the Body Corporate.
  5. The Body Corporate may impose a penalty for non-payment of any moneys owed by a Body Corporate member at a rate of 2% above the rate fixed pursuant to the Penalty Interest Rates Act which penalty will continue to accrue from the due date for payment until full payment of the moneys owed and the total accrued penalty is received by the Body Corporate.
  6. If any lot when viewed from common property is in a condition which would detract from general standard of the building, the Body Corporate in its discretion has the right to require the owner or occupier at his expense to frost the glass or erect screens, such frosting and screens to be approved by the Body Corporate.
  7. Any business conducted within the commercial lots which causes the insurance cover for the property to be rated as commercial, will result in the additional insurance premium for commercial coverage being charged to the respective owner.

# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

Right Choice Conveyancing C/-  
Smokeball  
E-mail: certificates@landata.vic.gov.au

Statement for property:  
LOT 26 336 STATION STREET  
CHELSEA 3196  
26 PS 548594

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
50D//09733/00378	LANDATA CER 28820772-034-5	28 JUN 2018	31511393

## 1. Statement of Fees Imposed

### (a) By Other Authorities

<b>Parks Victoria - Parks Service Charge</b>	01/07/2017 to 30/06/2018	\$75.85
<b>Melbourne Water Corporation Total Service Charges</b>	01/04/2018 to 30/06/2018	\$31.62

### (b) By South East Water

<b>Water Service Charge</b>	01/04/2018 to 30/06/2018	\$30.27
<b>Sewerage Service Charge</b>	01/04/2018 to 30/06/2018	\$114.15
<b>Subtotal Service Charges</b>		<u>\$251.89</u>

**Payments** \$251.89

**TOTAL UNPAID BALANCE** \$0.00

- The meter at the property was last read on 23/05/2018. Fees accrued since that date may be estimated by reference to the following historical information about the property:

**Water Usage Charge** \$0.59 per day

**Sewage Disposal Charge** \$0.31 per day

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below):

<https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

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

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

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

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

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



# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at [www.southeastwater.com.au](http://www.southeastwater.com.au).
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If the property is sold, the vendor is liable to pay all fees incurred in relation to the property until the vendor gives South East Water a Notice of Disposition of Land required by the Water (Disposition of Land) Regulations 2010. Please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

## 2. Encumbrance Summary

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

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

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

**ENCUMBRANCE ENQUIRY EMAIL** [infostatements@sew.com.au](mailto:infostatements@sew.com.au)

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

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

AUTHORISED OFFICER:



TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

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

# INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

## **Important Warnings**

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

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

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

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

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

## **3. Disclaimer**

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

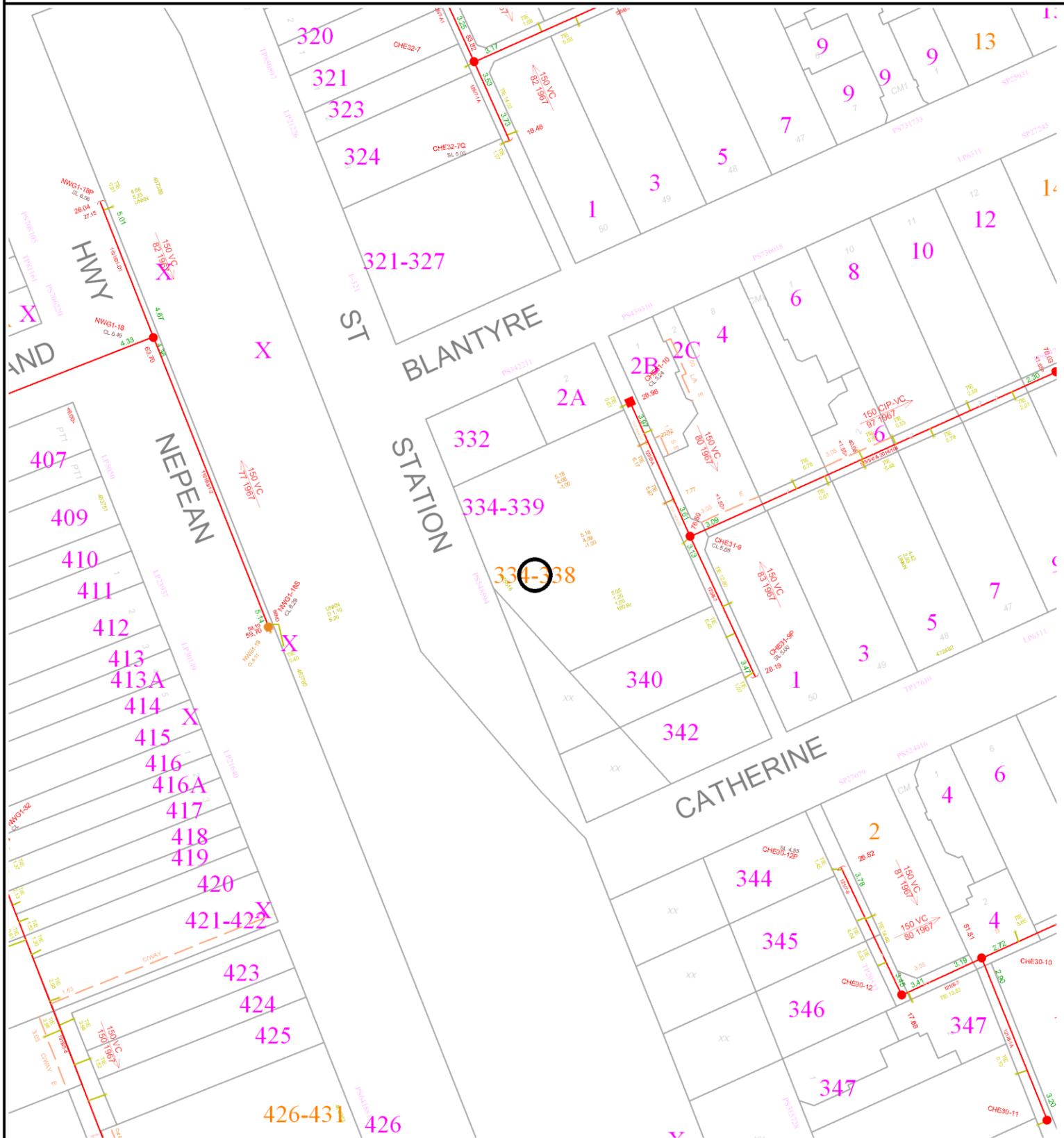
South East Water has prepared the information in this Statement with due care and diligence. It cannot and does not accept liability for any loss or damage arising from reliance on the information given, beyond the extent set out in section 155 of the Water Act 1989 and sections 18 and 29 of the Australian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

AUTHORISED OFFICER:



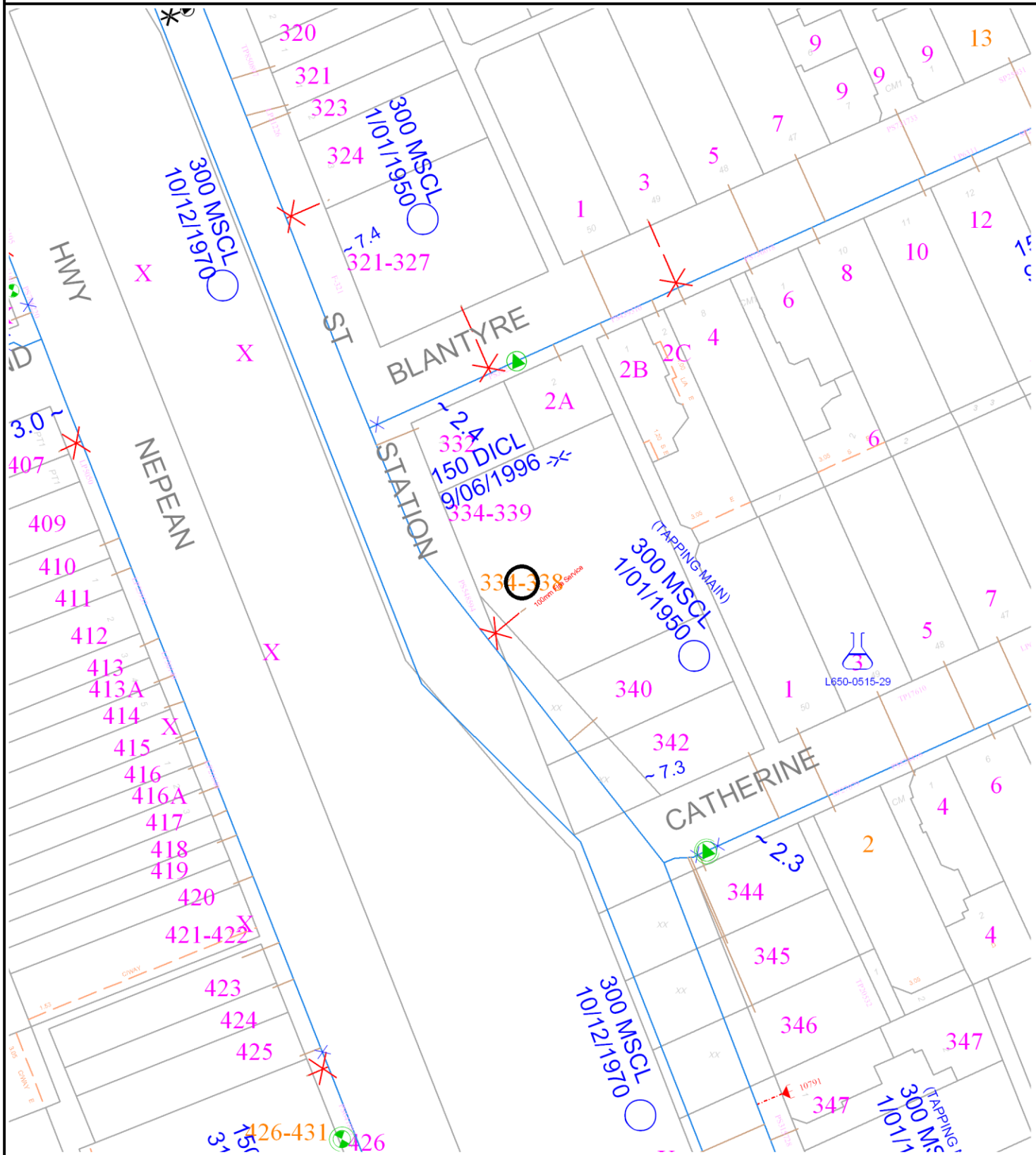
TERRY SCHUBACH  
GENERAL MANAGER  
CUSTOMER SERVICE DELIVERY

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



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

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



## LEGEND

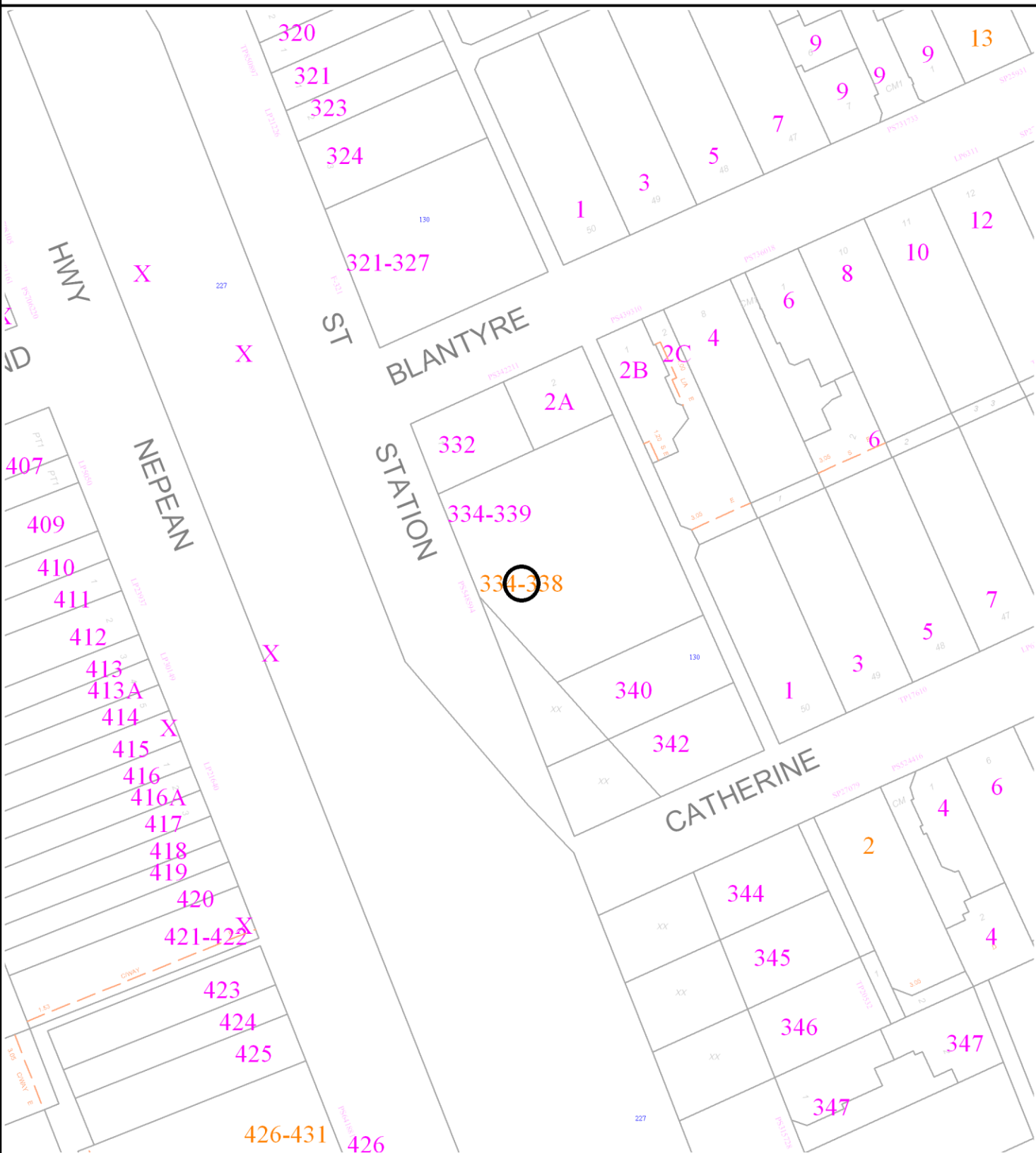
- Title/Road Boundary
- - - - - Proposed Title/Road
- - - - - Easement



- Subject Property
- Water Main Valve
- Water Main

- Hydrant
- Fireplug/Washout
- Offset from Boundary





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

## LEGEND

— Title/Road Boundary

- - - Proposed Title/Road

--- Easement



Subject Property



Recycled Water Main Valve

Recycled Water Main



Hydrant



Fireplug/Washout



Offset from Boundary

# Land Tax Clearance Certificate

Land Tax Act 2005



INFOTRACK / RIGHT CHOICE CONVEYANCING

**Your Reference:** 18S/0405

**Certificate No:** 23389687

**Issue Date:** 28 JUN 2018

**Enquiries:** ESYSPROD

**Land Address:** 336 STATION STREET CHELSEA VIC 3196

Land Id	Lot	Plan	Volume	Folio	Tax Payable
34787254	26	548594			\$0.00

**Vendor:** CARMEN JANKE

**Purchaser:** FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
MS CARMEN SYLVIA JANKE	2018	\$70,000	\$0.00	\$0.00	\$0.00

**Comments:**

Current Vacant Residential Land Tax	Year	Taxable Value	Proportional Tax	Penalty/Interest	Total
-------------------------------------	------	---------------	------------------	------------------	-------

**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. To request an update for this certificate go to: [www.sro.vic.gov.au/certificates](http://www.sro.vic.gov.au/certificates)

**Paul Broderick**  
Commissioner of State Revenue

CAPITAL IMP VALUE: \$295,000

SITE VALUE: \$70,000

AMOUNT PAYABLE: \$0.00

## Land Tax Clearance Certificate - Remittance Advice

**Certificate No:** 23389687

**Land ID:** 34787254

**Amount Payable:** \$0.00

State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001

Please return this section with your payment. For further information refer overleaf.  
Do not mark below this line.

<0000000000<0000000000>023389687000<023389687000>424<424>

# Notes to certificates under Section 105 of the *Land Tax Act 2005*

Certificate No: 23389687

- Under Section 96 of the Land Tax Act 2005 (the Act), unpaid land tax (including special land tax and vacant residential land tax) is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
- If land tax (including special land tax and vacant residential land tax) is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
- The amount of land tax on this certificate relates to the amount of land tax (including special land tax and vacant residential land tax) due and payable as at the date of the application only and not to any future liability or the tax status of the land.
- A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax or vacant residential land tax.
- If land tax (including special land tax or vacant residential land tax) will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
- If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
  - the vendor, or
  - the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
- If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
- If an amount certified is excessively high (for example, because an exemption or concession has not been deducted in calculating the amount) the Commissioner will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.
- If no land tax (including special land tax or vacant residential land tax) is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
- If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
- The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax (including special land tax and vacant residential land tax).

## For Information Only

### LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$0.00

Taxable Value = \$70,000

Calculated as \$0 plus ( \$70,000 - \$0) multiplied by 0.000 cents.

## Further information

Internet	<a href="http://www.sro.vic.gov.au">www.sro.vic.gov.au</a>
Email	<a href="mailto:sro@sro.vic.gov.au">sro@sro.vic.gov.au</a> (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001

## Payment options

Make cheque payable to **State Revenue Office, Victoria** marked 'Not Negotiable' and return with the remittance advice to:



### Payment by mail:

- State Revenue Office  
GPO Box 4376  
MELBOURNE VIC 3001

## Property Report from [www.land.vic.gov.au](http://www.land.vic.gov.au) on 29 June 2018 10:24 AM

**Address:** 336 STATION STREET CHELSEA 3196

**Lot and Plan Number:** Lot 26 PS548594

**Standard Parcel Identifier (SPI):** 26\PS548594

**Local Government (Council):** KINGSTON **Council Property Number:** 430521

**Directory Reference:** Melway 97 B1

**Note:** There are 31 properties identified for this site.

These can include units (or car spaces), shops, or part or whole floors of a building.

Dimensions for these individual properties are generally not available.

**This property is not in a designated bushfire prone area.**

**No special bushfire construction requirements apply. Planning provisions may apply.**

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

### State Electorates

**Legislative Council:** SOUTH-EASTERN METROPOLITAN

**Legislative Assembly:** MORDIALLOC

### Utilities

**Rural Water Business:** Southern Rural Water

**Metro Water Business:** South East Water Limited

**Melbourne Water:** inside drainage boundary

**Power Distributor:** UNITED ENERGY (Information about [choosing an electricity retailer](#))

### Planning Zone Summary

**Planning Zones:** [COMMERCIAL 1 ZONE \(C1Z\)](#)  
[SCHEDULE TO THE COMMERCIAL 1 ZONE \(C1Z\)](#)  
[GENERAL RESIDENTIAL ZONE \(GRZ\)](#)  
[GENERAL RESIDENTIAL ZONE - SCHEDULE 2 \(GRZ2\)](#)

**Planning Overlay:** [DESIGN AND DEVELOPMENT OVERLAY \(DDO\)](#)  
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 \(DDO8\)](#)

Planning scheme data last updated on 27 June 2018.

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, local, particular and general 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 [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & 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](#)

The Planning Property Report includes separate maps of zones and overlays

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 [Planning Maps Online](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

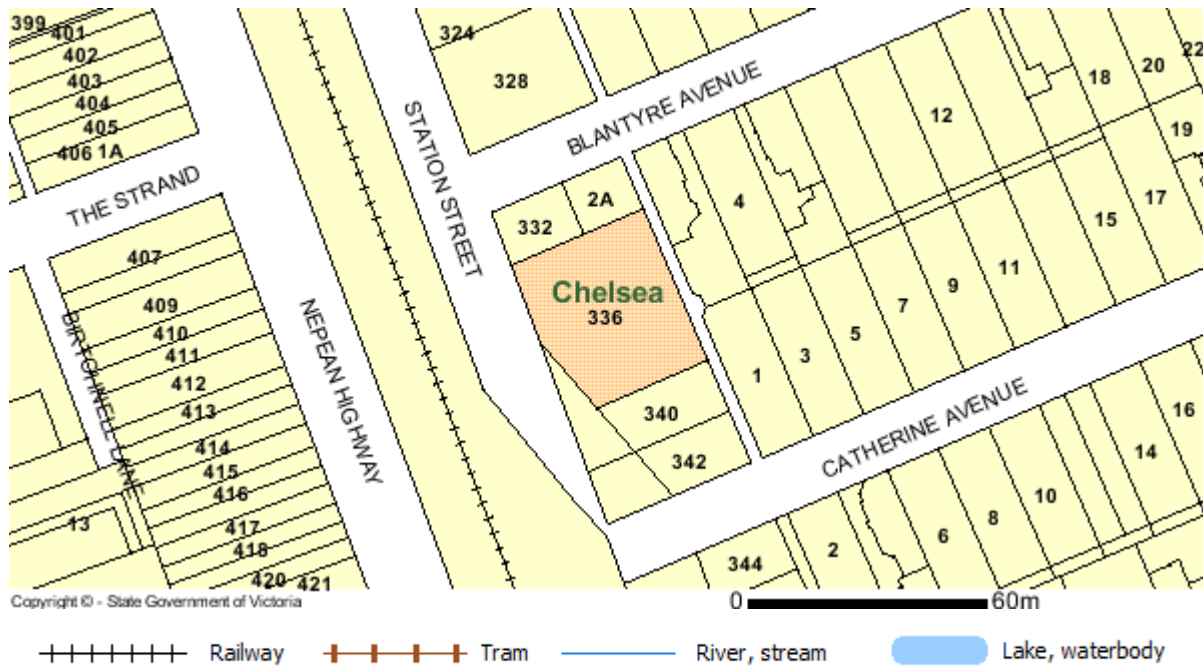
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## Area Map



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## 34.01

16/01/2018  
VC142

## COMMERCIAL 1 ZONE

Shown on the planning scheme map as **B1Z, B2Z, B5Z** or **C1Z**.

### Purpose

To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.

To create vibrant mixed use commercial centres for retail, office, business, entertainment and community uses.

To provide for residential uses at densities complementary to the role and scale of the commercial centre.

### Operation

A schedule may apply under this zone to a planning scheme outside of metropolitan Melbourne. That schedule may:

- specify the maximum leasable floor area for office
- specify the maximum leasable floor area for shop (other than restricted retail premises)

## 34.01-1

16/01/2018  
VC142

### Table of uses

#### Section 1 - Permit not required

Use	Condition
Accommodation (other than Corrective institution)	Any frontage at ground floor level must not exceed 2 metres (other than a bed and breakfast and caretaker's house).
Art and craft centre	
Child care centre	Any frontage at ground floor level must not exceed 2 metres and access must not be shared with a dwelling (other than a caretaker's house).
Cinema	
Cinema based entertainment facility	
Education centre	
Exhibition centre	
Home based business	
Informal outdoor recreation	
Office	The leasable floor area for all offices must not exceed any amount specified in the schedule to this zone.
Place of worship	The gross floor area of all buildings must not exceed 250 square metres.
Railway	
Retail premises (other than Shop)	
Shop (other than Adult sex product shop)	The leasable floor area for all shops must not exceed any amount specified in the schedule to this zone.
Tramway	
Any use listed in Clause 62.01	Must meet the requirements of Clause 62.01.

## Section 2 - Permit required

Use	Condition
Adult sex product shop	Must be at least 200 metres (measured by the shortest route reasonably accessible on foot) from a residential zone or, land used for a hospital, primary school or secondary school or land in a Public Acquisition Overlay to be acquired for a hospital, primary school or secondary school.
Agriculture (other than Apiculture and Intensive animal husbandry)	
Industry	Must not be a purpose listed in the table to Clause 52.10.
Leisure and recreation facility (other than Informal outdoor recreation, Major sports and recreation facility and Motor racing track)	
Place of assembly (other than Carnival, Cinema, Circus, Exhibition centre and Place of worship)	
Utility installation (other than Minor utility installation and Telecommunications facility)	
Warehouse	Must not be a purpose listed in the table to Clause 52.10.
Any other use not in Section 1 or 3	

## Section 3 - Prohibited

Use
Corrective institution
Intensive animal husbandry
Major sports and recreation facility
Motor racing track

### 34.01-2

15/07/2013  
VC100

#### Use of land

A use must not detrimentally affect the amenity of the neighbourhood, including through the:

- Transport of materials, goods or commodities to or from the land.
- Appearance of any building, works or materials.
- Emission of noise, artificial light, vibration, smell, fumes, smoke, vapour, steam, soot, ash, dust, waste water, waste products, grit or oil.

### 34.01-3

15/07/2013  
VC100

#### Subdivision

A permit is required to subdivide land.

### 34.01-4

13/04/2017  
VC136

#### Buildings and works

A permit is required to construct a building or construct or carry out works.

This does not apply to:

- The installation of an automatic teller machine.
- An alteration to an existing building façade provided:

- The alteration does not include the installation of an external roller shutter.
- At least 80 per cent of the building facade at ground floor level is maintained as an entry or window with clear glazing.
- An awning that projects over a road if it is authorised by the relevant public land manager.

An apartment development must meet the requirements of Clause 58.

### **Transitional provisions**

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

### **Maintenance**

All buildings and works must be maintained in good order and appearance to the satisfaction of the responsible authority.

## **34.01-5**

16/01/2018  
VC142

### **Neighbourhood and site description and design response**

An application for any of the following must be accompanied by a neighbourhood and site description and a design response as described in Clause 54.01 or 55.01, as appropriate:

- Construction or extension of one dwelling on a lot of less than 300 square metres.
- Construction of a dwelling if there is at least one dwelling existing on the lot.
- Construction of two or more dwellings on a lot.
- Extension of a dwelling if there are two or more dwellings on the lot.
- Construction or extension of a dwelling on common property.
- Construction or extension of a residential building.

Clause 34.01-5 does not apply to an apartment development.

### **Satisfactory neighbourhood and site description before notice and decision**

If the responsible authority decides that the neighbourhood and site description is not satisfactory, it may require more information from the applicant under Section 54 of the Act.

The responsible authority must not require notice of an application to be given or decide an application until it is satisfied that the neighbourhood and site description meets the requirements of Clause 54.01 or 55.01 and is satisfactory.

This does not apply if the responsible authority refuses an application under Section 52(1A) of the Act.

## **34.01-6**

16/01/2018  
VC142

### **Application requirements**

#### **Use**

An application to use land must be accompanied by the following information, as appropriate:

- The purpose of the use and the types of activities which will be carried out.

- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of goods and materials, hours of operation and light spill, solar access and glare.
- The means of maintaining land not required for immediate use.
- If an industry or warehouse:
  - The type and quantity of goods to be stored, processed or produced.
  - Whether a Works Approval or Waste Discharge Licence is required from the Environment Protection Authority.
  - Whether a notification under the Occupational Health and Safety Regulations 2017 is required, a licence under the *Dangerous Goods Act 1985* is required, or a fire protection quantity under the Dangerous Goods (Storage and Handling) Regulations 2012 is exceeded.
  - The likely effects on adjoining land, including air-borne emissions and emissions to land and water.

### **Buildings and works**

An application to construct a building or construct or carry out works must be accompanied by the following information, as appropriate:

- A plan drawn to scale which shows:
  - The boundaries and dimensions of the site.
  - Adjoining roads.
  - The location, height and purpose of buildings and works on adjoining land.
  - Relevant ground levels.
  - The layout of existing and proposed buildings and works.
  - All driveway, car parking and loading areas.
  - Proposed landscape areas.
  - All external storage and waste treatment areas.
  - Areas not required for immediate use.
- Elevation drawings to scale showing the colour and materials of all buildings and works.
- Construction details of all drainage works, driveways, vehicle parking and loading areas.
- A landscape layout which includes the description of vegetation to be planted, the surfaces to be constructed, site works specification and method of preparing, draining, watering and maintaining the landscape area.

An application to construct or extend an apartment development, or to construct or extend a dwelling in or forming part of an apartment development, must be accompanied by an urban context report and design response as required in Clause 58.01.

### **34.01-7**

15/07/2013  
VC100

### **Exemption from notice and review**

An application to subdivide land or construct a building or construct or carry out works is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act. This exemption does not apply to land within 30 metres of land (not a road) which is in a residential zone, land used for a hospital or an education centre or land in a Public Acquisition Overlay to be acquired for a hospital or an education centre.

**34.01-8**

13/04/2017  
VC136

**Decision guidelines**

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

**General**

- The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- The interface with adjoining zones, especially the relationship with residential areas.

**Use**

- The effect that existing uses may have on the proposed use.
- The drainage of the land.
- The availability of and connection to services.
- The effect of traffic to be generated on roads.
- The interim use of those parts of the land not required for the proposed use.

**Subdivision**

- Provision for vehicles providing for supplies, waste removal and emergency services and public transport.
- The effect the subdivision will have on the potential of the area to accommodate the uses which will maintain or enhance its competitive strengths.

**Building and works**

- The movement of pedestrians and cyclists, and vehicles providing for supplies, waste removal, emergency services and public transport.
- The provision of car parking.
- The streetscape, including the conservation of buildings, the design of verandahs, access from the street front, protecting active frontages to pedestrian areas, the treatment of the fronts and backs of buildings and their appurtenances, illumination of buildings or their immediate spaces and the landscaping of land adjoining a road.
- The storage of rubbish and materials for recycling.
- Defining the responsibility for the maintenance of buildings, landscaping and paved areas.
- Consideration of the overlooking and overshadowing as a result of building or works affecting adjoining land in a General Residential Zone, Neighbourhood Residential Zone, Residential Growth Zone or Township Zone.
- The availability of and connection to services.
- The design of buildings to provide for solar access.
- The objectives, standards and decision guidelines of Clause 54 and Clause 55. This does not apply to an apartment development.
- For an apartment development, the objectives, standards and decision guidelines of Clause 58.

## Transitional provisions

The objectives, standards and decision guidelines of Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

### 34.01-9

15/07/2013  
VC100

## Advertising signs

Advertising sign requirements are at Clause 52.05. This zone is in Category 1

### Notes:

*Refer to the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement, for strategies and policies which may affect the use and development of land.*

*Check whether an overlay also applies to the land.*

*Other requirements may also apply. These can be found at Particular Provisions.*

15/07/2013  
VC100

**SCHEDULE TO CLAUSE 34.01 COMMERCIAL 1 ZONE**

Land	Maximum leasable floor area (m2) for office	Maximum leasable floor area (m2) for shop (other than restricted retail premises)
None specified		



**32.08**15/05/2018  
VC143**GENERAL RESIDENTIAL ZONE**

Shown on the planning scheme map as **GRZ, R1Z, R2Z** or **R3Z** with a number (if shown).

**Purpose**

To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.

To encourage development that respects the neighbourhood character of the area.

To encourage a diversity of housing types and housing growth particularly in locations offering good access to services and transport.

To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

**32.08-1**27/03/2017  
VC110**Neighbourhood character objectives**

A schedule to this zone may contain neighbourhood character objectives to be achieved for the area.

**32.08-2**16/01/2018  
VC142**Table of uses****Section 1 - Permit not required**

Use	Condition
<b>Animal keeping (other than Animal boarding)</b>	Must be no more than 2 animals.
<b>Bed and breakfast</b>	No more than 10 persons may be accommodated away from their normal place of residence. At least 1 car parking space must be provided for each 2 persons able to be accommodated away from their normal place of residence.
<b>Dependent person's unit</b>	Must be the only dependent person's unit on the lot.
<b>Dwelling (other than Bed and breakfast)</b>	
<b>Home based business</b>	
<b>Informal outdoor recreation</b>	
<b>Medical centre</b>	The gross floor area of all buildings must not exceed 250 square metres. Must not require a permit under clause 52.06-3. The site must adjoin, or have access to, a road in a Road Zone.
<b>Place of worship</b>	The gross floor area of all buildings must not exceed 250 square metres. The site must adjoin, or have access to, a road in a Road Zone.
<b>Railway</b>	
<b>Residential aged care facility</b>	
<b>Tramway</b>	
<b>Any use listed in Clause 62.01</b>	Must meet the requirements of Clause 62.01.

## Section 2 - Permit required

Use	Condition
Accommodation (other than Dependent person's unit, Dwelling and Residential aged care facility)	
Agriculture (other than Animal keeping, Animal training, Apiculture, Horse stables and Intensive animal husbandry)	
Animal keeping (other than Animal boarding) – if the Section 1 condition is not met	Must be no more than 5 animals.
Car park	Must be used in conjunction with another use in Section 1 or 2.
Car wash	The site must adjoin, or have access to, a road in a Road Zone.
Convenience restaurant	The site must adjoin, or have access to, a road in a Road Zone.
Convenience shop	
Food and drink premises (other than Convenience restaurant and Take away food premises)	
Leisure and recreation (other than Informal outdoor recreation and Motor racing track)	
Market	
Place of assembly (other than Amusement parlour, Carnival, Circus, Nightclub, and Place of worship)	
Plant nursery	
Service station	<p>The site must either:</p> <ul style="list-style-type: none"><li>▪ Adjoin a commercial zone or industrial zone.</li><li>▪ Adjoin, or have access to, a road in a Road Zone.</li></ul> <p>The site must not exceed either:</p> <ul style="list-style-type: none"><li>▪ 3000 square metres.</li><li>▪ 3600 square metres if it adjoins on two boundaries a road in a Road Zone.</li></ul>
Store	Must be in a building, not a dwelling, and used to store equipment, goods, or motor vehicles used in conjunction with the occupation of a resident of a dwelling on the lot.
Take away food premises	The site must adjoin, or have access to, a road in a Road Zone.
Utility installation (other than Minor utility installation and Telecommunications facility)	
Any other use not in Section 1 or 3	

## Section 3 – Prohibited

Use
Amusement parlour

## Use

Animal boarding  
 Animal training  
 Brothel  
 Cinema based entertainment facility  
 Horse stables  
 Industry (other than Car wash)  
 Intensive animal husbandry  
 Motor racing track  
 Nightclub  
 Office (other than Medical centre)  
 Retail premises (other than Convenience shop, Food and drink premises, Market, and Plant nursery)  
 Saleyard  
 Stone extraction  
 Transport terminal  
 Warehouse (other than Store)

### 32.08-3

15/05/2018  
 VC143

## Subdivision

### Permit requirement

A permit is required to subdivide land.

An application to subdivide land that would create a vacant lot less than 400 square metres capable of development for a dwelling or residential building, must ensure that each vacant lot created less than 400 square metres contains at least 25 percent as garden area. This does not apply to a lot created by an application to subdivide land where that lot is created in accordance with:

- An approved precinct structure plan or an equivalent strategic plan;
- An incorporated plan or approved development plan; or
- A permit for development.

An application to subdivide land, other than an application to subdivide land into lots each containing an existing dwelling or car parking space, must meet the requirements of Clause 56 and:

- Must meet all of the objectives included in the clauses specified in the following table.
- Should meet all of the standards included in the clauses specified in the following table.

Class of subdivision	Objectives and standards to be met
60 or more lots	All except Clause 56.03-5.
16 – 59 lots	All except Clauses 56.03-1 to 56.03-3, 56.03-5, 56.06-1 and 56.06-3.
3 – 15 lots	All except Clauses 56.02-1, 56.03-1 to 56.03-4, 56.05-2, 56.06-1, 56.06-3 and 56.06-6.
2 lots	Clauses 56.03-5, 56.04-2, 56.04-3, 56.04-5, 56.06-8 to 56.09-2.

**32.08-4**15/05/2018  
VC143**Construction or extension of a dwelling or residential building****Minimum garden area requirement**

An application to construct or extend a dwelling or residential building on a lot must provide a minimum garden area as set out in the following table:

Lot size	Minimum percentage of a lot set aside as garden area
400 - 500 sqm	25%
Above 500 - 650 sqm	30%
Above 650 sqm	35%

This does not apply to:

- An application to construct or extend a dwelling or residential building if specified in a schedule to this zone as exempt from the minimum garden area requirement;
- An application to construct or extend a dwelling or residential building on a lot if:
  - The lot is designated as a medium density housing site in an approved precinct structure plan or an approved equivalent strategic plan;
  - The lot is designated as a medium density housing site in an incorporated plan or approved development plan; or
- An application to alter or extend an existing building that did not comply with the minimum garden area requirement of Clause 32.08-4 on the approval date of Amendment VC110.

**32.08-5**16/01/2018  
VC142**Construction and extension of one dwelling on a lot****Permit requirement**

A permit is required to construct or extend one dwelling on:

- A lot of less than 300 square metres.
- A lot of between 300 square metres and 500 square metres if specified in a schedule to this zone.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with one dwelling on:
  - A lot of less than 300 square metres, or
  - A lot of between 300 and 500 square metres if specified in a schedule to this zone, and
- The fence exceeds the maximum height specified in Clause 54.06-2.

A development must meet the requirements of Clause 54.

**No permit required**

No permit is required to:

- Construct or carry out works normal to a dwelling.
- Construct or extend an out-building (other than a garage or carport) on a lot provided the gross floor area of the out-building does not exceed 10 square metres and the maximum building height is not more than 3 metres above ground level.
- Make structural changes to a dwelling provided the size of the dwelling is not increased or the number of dwellings is not increased.

**32.08-6**  
13/04/2017  
VC136

## **Construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings**

### **Permit requirement**

A permit is required to:

- Construct a dwelling if there is at least one dwelling existing on the lot.
- Construct two or more dwellings on a lot.
- Extend a dwelling if there are two or more dwellings on the lot.
- Construct or extend a dwelling if it is on common property.
- Construct or extend a residential building.

A permit is required to construct or extend a front fence within 3 metres of a street if:

- The fence is associated with 2 or more dwellings on a lot or a residential building, and
- The fence exceeds the maximum height specified in Clause 55.06-2.

A development must meet the requirements of Clause 55. This does not apply to a development of five or more storeys, excluding a basement.

An apartment development of five or more storeys, excluding a basement, must meet the requirements of Clause 58.

A permit is not required to construct one dependent person's unit on a lot.

### **Transitional provisions**

Clause 55 of this scheme, as in force immediately before the approval date of Amendment VC136, continues to apply to:

- An application for a planning permit lodged before that date.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before that date.

Clause 58 does not apply to:

- An application for a planning permit lodged before the approval date of Amendment VC136.
- An application for an amendment of a permit under section 72 of the Act, if the original permit application was lodged before the approval date of Amendment VC136.

**32.08-7**  
27/03/2017  
VC110

## **Requirements of Clause 54 and Clause 55**

A schedule to this zone may specify the requirements of:

- Standards A3, A5, A6, A10, A11, A17 and A20 of Clause 54 of this scheme.
- Standards B6, B8, B9, B13, B17, B18, B28 and B32 of Clause 55 of this scheme.

If a requirement is not specified in a schedule to this zone, the requirement set out in the relevant standard of Clause 54 or Clause 55 applies.

**32.08-8**  
27/03/2017  
VC110

## **Buildings and works associated with a Section 2 use**

A permit is required to construct a building or construct or carry out works for a use in Section 2 of Clause 32.08-2.

**32.08-9****Maximum building height requirement for a dwelling or residential building**

27/03/2017  
VC110

A building must not be constructed for use as a dwelling or a residential building that:

- exceeds the maximum building height specified in a schedule to this zone; or
- contains more than the maximum number of storeys specified in a schedule to this zone.

If no maximum building height or maximum number of storeys is specified in a schedule to this zone:

- the building height must not exceed 11 metres; and
- the building must contain no more than 3 storeys at any point.

A building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if:

- It replaces an immediately pre-existing building and the new building does not exceed the building height or contain a greater number of storeys than the pre-existing building.
- There are existing buildings on both abutting allotments that face the same street and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is on a corner lot abutted by lots with existing buildings and the new building does not exceed the building height or contain a greater number of storeys than the lower of the existing buildings on the abutting allotments.
- It is constructed pursuant to a valid building permit that was in effect prior to the introduction of this provision.

An extension to an existing building may exceed the applicable maximum building height or contain more than the applicable maximum number of storeys if it does not exceed the building height of the existing building or contain a greater number of storeys than the existing building.

A building may exceed the maximum building height by up to 1 metre if the slope of the natural ground level, measured at any cross section of the site of the building wider than 8 metres, is greater than 2.5 degrees.

A basement is not a storey for the purposes of calculating the number of storeys contained in a building.

The maximum building height and maximum number of storeys requirements in this zone or a schedule to this zone apply whether or not a planning permit is required for the construction of a building.

**Building height if land is subject to inundation**

If the land is in a Special Building Overlay, Land Subject to Inundation Overlay or is land liable to inundation the maximum building height specified in the zone or schedule to the zone is the vertical distance from the minimum floor level determined by the relevant drainage authority or floodplain management authority to the roof or parapet at any point.

**32.08-10****Application requirements**

13/04/2017  
VC136

An application must be accompanied by the following information, as appropriate:

- For a residential development of four storeys or less, the neighbourhood and site description and design response as required in Clause 54 and Clause 55.
- For an apartment development of five or more storeys, an urban context report and design response as required in Clause 58.01.
- For an application for subdivision, a site and context description and design response as required in Clause 56.



- Plans drawn to scale and dimensioned which show:
  - Site shape, size, dimensions and orientation.
  - The siting and use of existing and proposed buildings.
  - Adjacent buildings and uses.
  - The building form and scale.
  - Setbacks to property boundaries.
- The likely effects, if any, on adjoining land, including noise levels, traffic, the hours of delivery and despatch of good and materials, hours of operation and light spill, solar access and glare.
- Any other application requirements specified in a schedule to this zone.

If in the opinion of the responsible authority an application requirement is not relevant to the evaluation of an application, the responsible authority may waive or reduce the requirement.

### **32.08-11 Exemption from notice and review**

27/03/2017  
VC110

#### **Subdivision**

An application to subdivide land into lots each containing an existing dwelling or car parking space is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

### **32.08-12 Decision guidelines**

29/08/2017  
VC139

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

#### **General**

- The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- The purpose of this zone.
- The objectives set out in a schedule to this zone.
- Any other decision guidelines specified in a schedule to this zone.

#### **Subdivision**

- The pattern of subdivision and its effect on the spacing of buildings.
- For subdivision of land for residential development, the objectives and standards of Clause 56.

#### **Dwellings and residential buildings**

- For the construction and extension of one dwelling on a lot, the objectives, standards and decision guidelines of Clause 54.
- For the construction and extension of two or more dwellings on a lot, dwellings on common property and residential buildings, the objectives, standards and decision guidelines of Clause 55. This does not apply to an apartment development of five or more storeys, excluding a basement.
- For the construction and extension of an apartment development of five or more storeys, excluding a basement, the objectives, standards and decisions guidelines of Clause 58.

## Non-residential use and development

- Whether the use or development is compatible with residential use.
- Whether the use generally serves local community needs.
- The scale and intensity of the use and development.
- The design, height, setback and appearance of the proposed buildings and works.
- The proposed landscaping.
- The provision of car and bicycle parking and associated accessways.
- Any proposed loading and refuse collection facilities.
- The safety, efficiency and amenity effects of traffic to be generated by the proposal.

### 32.08-13 Advertising signs

27/03/2017  
VC110

Advertising sign requirements are at Clause 52.05. This zone is in Category 3.

### 32.08-14 Transitional provisions

15/05/2018  
VC143

The minimum garden area requirements of Clause 32.08-4 and the maximum building height and number of storeys requirements of Clause 32.08-9 introduced by Amendment VC110 do not apply to:

- A planning permit application for the construction or extension of a dwelling or residential building lodged before the approval date of Amendment VC110.
- Where a planning permit is not required for the construction or extension of a dwelling or residential building:
  - A building permit issued for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110.
  - A building surveyor has been appointed to issue a building permit for the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.
  - A building surveyor is satisfied, and certifies in writing, that substantial progress was made on the design of the construction or extension of a dwelling or residential building before the approval date of Amendment VC110. A building permit must be issued within 12 months of the approval date of Amendment VC110.

The minimum garden area requirement of Clause 32.08-3 introduced by Amendment VC110 does not apply to a planning permit application to subdivide land for a dwelling or a residential building lodged before the approval date of Amendment VC110.

*Notes: Refer to the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement, for strategies and policies which may affect the use and development of land.*

*Check whether an overlay also applies to the land.*

*Other requirements may also apply. These can be found at Particular Provisions.*

09/10/2014  
C150**SCHEDULE 2 TO CLAUSE 32.08 GENERAL RESIDENTIAL ZONE**Shown on the planning scheme map as **GRZ2**.**GENERAL RESIDENTIAL AREAS A****1.0**01/07/2014  
VC116**Permit requirement for the construction or extension of one dwelling on a lot**

**Is a permit required to construct or extend one dwelling on a lot of between 300 square metres and 500 square metres?**

No

**2.0**01/07/2014  
VC116**Requirements of Clause 54 and Clause 55**

	Standard	Requirement
<b>Minimum street setback</b>	A3 and B6	None specified
<b>Site coverage</b>	A5 and B8	None specified
<b>Permeability</b>	A6 and B9	None specified
<b>Landscaping</b>	B13	None specified
<b>Side and rear setbacks</b>	A10 and B17	None specified
<b>Walls on boundaries</b>	A11 and B18	None specified
<b>Private open space</b>	A17	None specified
	B28	None specified
<b>Front fence height</b>	A20 and B32	A front fence within 3 metres of a street should not exceed:  2 metres for streets in a Road Zone, Category 1  or  1.2 metres for other streets

**3.0**01/07/2014  
VC116**Maximum building height requirement for a dwelling or residential building**

None specified.

**4.0**01/07/2014  
VC116**Application requirements**

None specified.

**5.0**01/07/2014  
VC116**Decision guidelines**

None specified.

## **43.02 DESIGN AND DEVELOPMENT OVERLAY**

19/01/2006  
VC37

Shown on the planning scheme map as **DDO** with a number.

### **Purpose**

To implement the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.

To identify areas which are affected by specific requirements relating to the design and built form of new development.

### **43.02-1 Design objectives**

19/01/2006  
VC37

A schedule to this overlay must contain a statement of the design objectives to be achieved for the area affected by the schedule.

### **43.02-2 Buildings and works**

19/01/2006  
VC37

#### **Permit requirement**

A permit is required to:

- Construct a building or construct or carry out works. This does not apply:
  - If a schedule to this overlay specifically states that a permit is not required.
  - To the construction of an outdoor swimming pool associated with a dwelling unless a specific requirement for this matter is specified in a schedule to this overlay.
- Construct a fence if specified in a schedule to this overlay.

Buildings and works must be constructed in accordance with any requirements in a schedule to this overlay. A schedule may include requirements relating to:

- Building setbacks.
- Building height.
- Plot ratio.
- Landscaping.
- Any other requirements relating to the design or built form of new development.

A permit may be granted to construct a building or construct or carry out works which are not in accordance with any requirement in a schedule to this overlay, unless the schedule specifies otherwise.

#### **Exemption from notice and review**

A schedule to this overlay may specify that an application is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

**43.02-3**

19/01/2006  
VC37

**Subdivision****Permit requirement**

A permit is required to subdivide land.

This does not apply if a schedule to this overlay specifically states that a permit is not required.

Subdivision must occur in accordance with any lot size or other requirement specified in a schedule to this overlay.

A permit may be granted to subdivide land which is not in accordance with any lot size or other requirement in a schedule to this overlay, unless the schedule specifies otherwise.

**Exemption from notice and review**

A schedule to this overlay may specify that an application is exempt from the notice requirements of Section 52(1)(a), (b) and (d), the decision requirements of Section 64(1), (2) and (3) and the review rights of Section 82(1) of the Act.

**43.02-4**

19/01/2006  
VC37

**Advertising signs**

Advertising sign controls are at Clause 52.05 unless otherwise specified in a schedule to this overlay.

**43.02-5**

19/01/2006  
VC37

**Decision guidelines**

Before deciding on an application, in addition to the decision guidelines in Clause 65, the responsible authority must consider, as appropriate:

- The State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement and local planning policies.
- The design objectives of the relevant schedule to this overlay.
- The provisions of any relevant policies and urban design guidelines.
- Whether the bulk, location and appearance of any proposed buildings and works will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- Whether the design, form, layout, proportion and scale of any proposed buildings and works is compatible with the period, style, form, proportion, and scale of any identified heritage places surrounding the site.
- Whether any proposed landscaping or removal of vegetation will be in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- The layout and appearance of areas set aside for car parking, access and egress, loading and unloading and the location of any proposed off street car parking
- Whether subdivision will result in development which is not in keeping with the character and appearance of adjacent buildings, the streetscape or the area.
- Any other matters specified in a schedule to this overlay.

*Notes: Refer to the State Planning Policy Framework and the Local Planning Policy Framework, including the Municipal Strategic Statement, for strategies and policies which may affect the use and development of land.*

*Check the requirements of the zone which applies to the land.*

*Other requirements may also apply. These can be found at Particular Provisions.*



13/12/2007  
C72**SCHEDULE 8 TO THE DESIGN AND DEVELOPMENT OVERLAY**Shown on the planning scheme map as **DDO8****STATION STREET, CHELSEA****1.0****Design objectives**13/12/2007  
C72

- To ensure that new development has proper regard to heritage values and local character, including the former movie theatre on the corner of Station Street and Chelsea Road, in Chelsea.
- To ensure the design of development is responsive to the environment, landform, site conditions and amenity of the surrounding area.
- To ensure that buildings are designed and sited to avoid being visually obtrusive, particularly in terms of creating a silhouette above the skyline when viewed from surrounding streets and properties.
- To achieve architectural and urban design outcomes that contribute positively to a revitalised urban form and character that enhances the public realm while minimising detrimental impact on neighbouring properties.
- To ensure that building height of new development responds to the existing urban context and neighbourhood character of the surrounding area.
- To ensure new development is appropriate to the scale of nearby streets, public spaces, and other buildings within the Chelsea activity centre and surrounding area.
- To ensure buildings are designed and developed to complement the role of Chelsea as a major activity centre
- To ensure new development is not visually obtrusive and imposing when viewed from the street or neighbouring properties
- To ensure that the number and location of vehicle crossovers is limited to maintain the integrity and continuity of the commercial streetscape fronting Station Street.
- To achieve an active and accessible frontage to the ground level onto Station Street, and to enable upper levels to engage with the street through the use of balconies.
- To facilitate enhanced pedestrian activity by ensuring that building designs contribute to the creation of a sense of place.
- To encourage graduated built form to deliver an appealing built outcome.
- To encourage buildings of a high architectural quality and which integrate materials and finishes as an integral component of the design response.
- To achieve developments that provide for articulated roof forms and modulated street facades through the use of terraces, balconies, porches and verandahs.

**2.0****Buildings and Works**13/12/2007  
C72**Height**

Buildings and works must be constructed in accordance with the requirements in the Table to this Schedule.

A permit cannot be granted to vary the maximum building height requirements in the Table to this Schedule.

An application must be accompanied by a site analysis and urban context report, which demonstrates how the proposed buildings and works achieve the design objectives of this Schedule.

For the purposes of this Schedule, overall building height limits shall be inclusive of an attic, mezzanine, roof top deck and built over car parking area.

### Setbacks

Buildings and works must be constructed in accordance with the requirements in the Table to this Schedule.

A permit cannot be granted to vary the setback requirements in the Table to this Schedule.

An application must be accompanied by a site analysis and urban context report, which demonstrates how the proposed buildings and works achieve the design objectives of this Schedule.

**Table to Schedule 8**

Height Control Area	Maximum Building Height	Design Standard	Performance Criteria
<b>DDO8</b>  318 and 324 Station Street, Chelsea	A maximum building height of 7 metres applies to any side street or rear laneway where a zero lot setback is applicable. Buildings and works may be increased in height beyond 7 metres along the Station Street frontage but be no greater than 11 metres provided they satisfy the Design Standard.	<p>The third and where proposed fourth level of any development (excluding balconies from the Station Street façade) must be setback 5 meters from the Station Street and rear laneway facades.</p> <p>Where balconies are proposed on the third and where proposed fourth level, these must be setback 3 metres from the Station Street façade.</p> <p>A zero lot setback shall apply to all front, rear and side boundaries.</p>	Active commercial uses must be located at ground floor.
328 to 338 Station Street, Chelsea.	A maximum building height of 7 metres applies to any side street or rear laneway where a zero lot setback is applicable.	<p>Third storeys (excluding balconies) must be setback 4 metres from the Station Street façade and 2 metres from the rear laneway.</p> <p>A zero lot setback shall apply to all front and side boundaries.</p> <p>Where balconies are</p>	

Height Control Area	Maximum Building Height	Design Standard	Performance Criteria
	Buildings and works may be increased in height beyond 7 metres along the Station Street frontage but be no greater than 9 metres provided they satisfy the Design Standard.	proposed on the upper level, these must be setback 2 metres from the Station Street façade.	
340 and 342 Station Street, Chelsea	<p>A maximum building height of 7 metres applies to any side street or rear laneway where a zero lot setback is applicable.</p> <p>Buildings and works may be increased in height beyond 7 metres along the Station Street frontage but be no greater than 9 metres provided they satisfy the Design Standard</p>	<p>·</p> <p><b>Non Residential Uses at Ground Level fronting Station Street</b></p> <p>A zero lot setback shall apply to all front and side boundaries.</p> <p>Third storeys (excluding balconies) must be setback 4 metres from the Station Street façade and 2 metres from the rear laneway.</p> <p>Where balconies are proposed on the upper level, these must be setback 2 metres from the façade to Station Street.</p> <p><b><u>Residential Use at Ground Level fronting Station Street</u></b></p> <p>Development must be setback 3 metres from the boundary to Station Street where residential uses are proposed at the ground floor level.</p> <p>Third storeys (excluding balconies) must be setback 4 metres from the Station Street façade and 2 metres from the rear laneway.</p> <p>Where balconies are proposed on the upper level, these must be setback 2 metres from the</p>	

Height Control Area	Maximum Building Height	Design Standard	Performance Criteria
		<p>façade to Station Street.</p> <p><b><u>General</u></b></p> <p>All development must be setback 1.5 metres on the southern boundary at Catherine Avenue</p>	

**3.0**13/12/2007  
C72**Decision guidelines**

- The design objectives of this schedule.
- The neighbourhood and site description.
- The design response.
- The effect of the building height and scale on neighbouring properties and the surrounding area.
- The suitability of balconies must be suitably screened to remove the potential for overlooking adjacent residential dwellings.
- Whether opportunities exist to avoid a building being visually obtrusive by the use of innovative building designs, including split level, articulated roof forms, staggered, and modulated building forms and street facades and which avoids a repetition of elements and forms.
- Whether when sought third and where permitted fourth storeys are proposed are setback to deliver a suitable transition between the upper levels and the ground and second levels to avoid being visually obtrusive when viewed from the street or neighbouring properties.
- Whether upper storey articulation has achieved a suitable transition from the building's facades.
- Whether the scale of development has a comfortable relationship with the low scale built form character of the surrounding residential area.
- Whether the development achieves a human scale at the street level and contributes to a sense of place.
- Whether the use of rear lane and side street access has been maximised to provide for vehicular access and car parking to service the developments.

# Planning Property Report

from [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 29 June 2018 10:25 AM

**Address:** 336 STATION STREET CHELSEA 3196

**Lot and Plan Number:** Lot 26 PS548594

**Local Government (Council):** KINGSTON **Council Property Number:** 430521

**Directory Reference:** Melway 97 B1

See next page for planning information

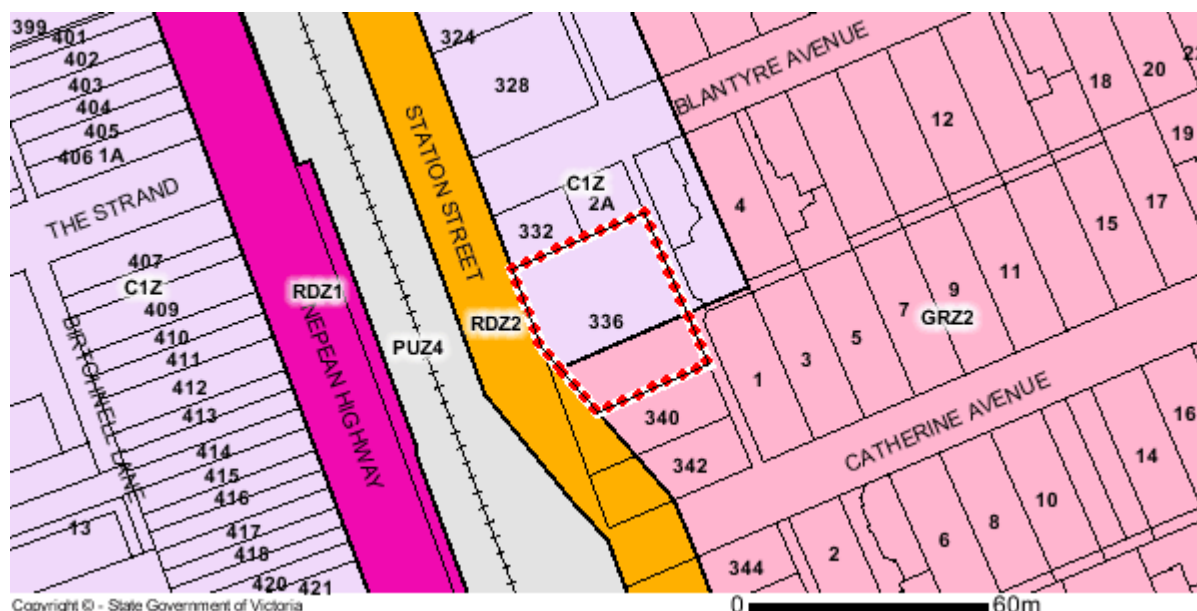
## Planning Zones

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

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

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

[GENERAL RESIDENTIAL ZONE - SCHEDULE 2 \(GRZ2\)](#)



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

### Zones Legend

ACZ - Activity Centre	IN1Z - Industrial 1	R1Z - General Residential
B1Z - Commercial 1	IN2Z - Industrial 2	R2Z - General Residential
B2Z - Commercial 1	IN3Z - Industrial 3	R3Z - General Residential
B3Z - Commercial 2	LDRZ - Low Density Residential	RAZ - Rural Activity
B4Z - Commercial 2	MUZ - Mixed Use	RCZ - Rural Conservation
B5Z - Commercial 1	NRZ - Neighbourhood Residential	RDZ1 - Road - Category 1
C1Z - Commercial 1	PCRZ - Public Conservation & Resource	RDZ2 - Road - Category 2
C2Z - Commercial 2	PDZ - Priority Development	RGZ - Residential Growth
CA - Commonwealth Land	PPRZ - Public Park & Recreation	RLZ - Rural Living
CCZ - Capital City	PUZ1 - Public Use - Service & Utility	RUZ - Rural
CDZ - Comprehensive Development	PUZ2 - Public Use - Education	SUZ - Special Use
DZ - Dockland	PUZ3 - Public Use - Health Community	TZ - Township
ERZ - Environmental Rural	PUZ4 - Public Use - Transport	UFZ - Urban Floodway
FZ - Farming	PUZ5 - Public Use - Cemetery/Crematorium	UGZ - Urban Growth
GRZ - General Residential	PUZ6 - Public Use - Local Government	
GWAZ - Green Wedge A	PUZ7 - Public Use - Other Public Use	
GWZ - Green Wedge	PZ - Port	

- - - - - Urban Growth Boundary

+ + + + + Railway    + + + + + Tram    ——— River, stream    Lake, waterbody

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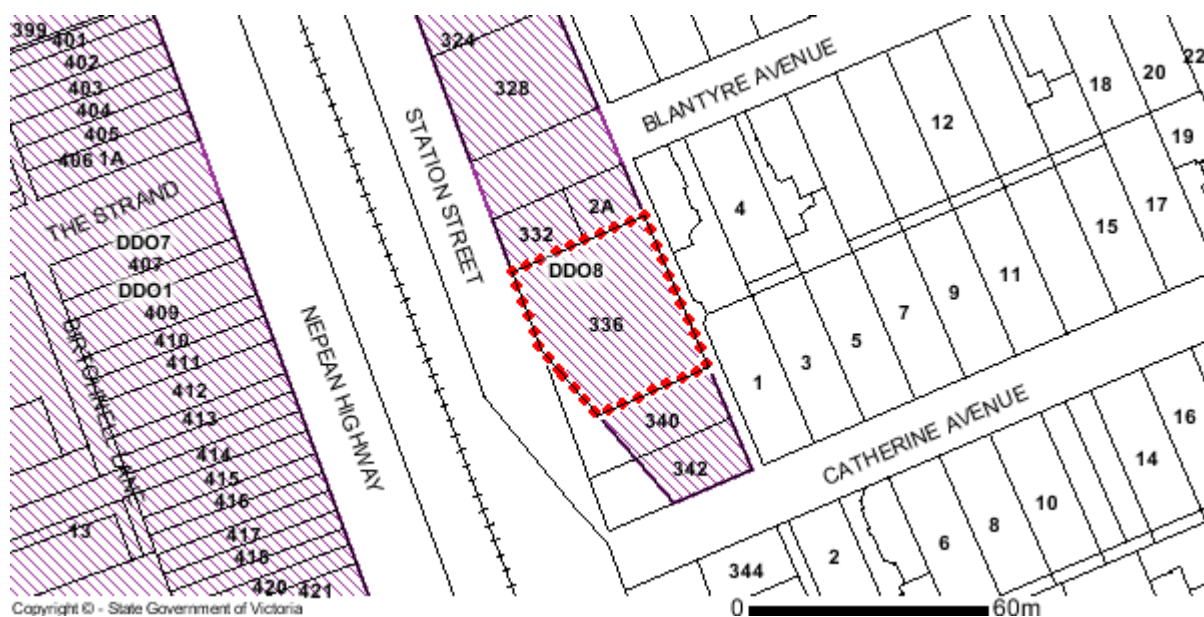
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## Planning Overlay

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

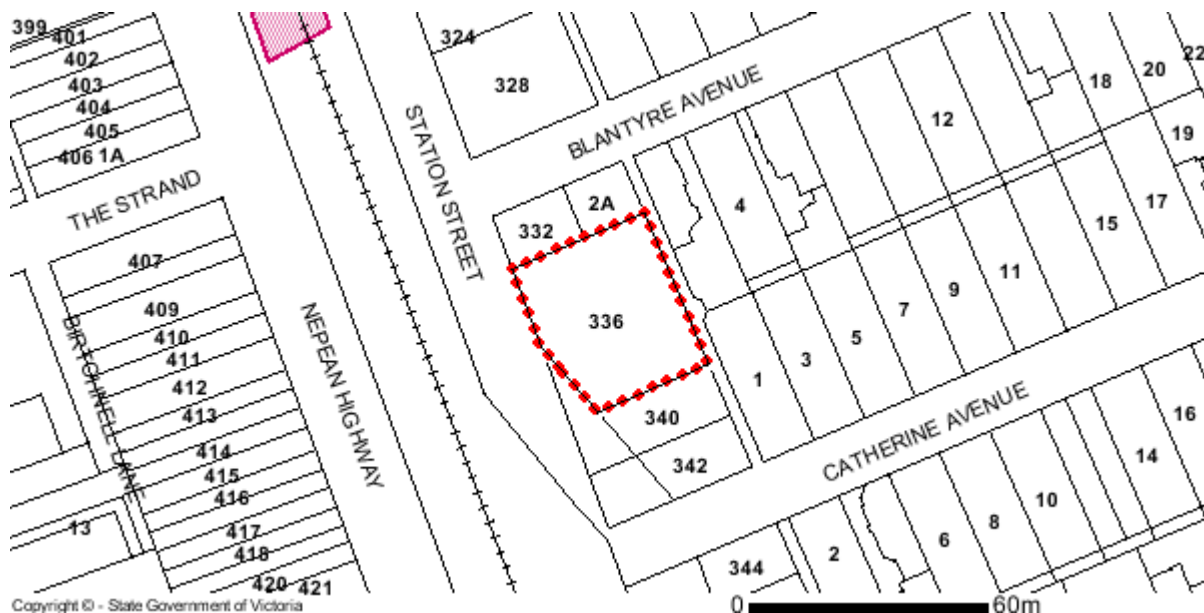
[DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 \(DDO8\)](#)



### OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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



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## Planning Overlays Legend

### Overlays Legend

 AEO - Airport Environs	 IPO - Incorporated Plan
 BMO - Bushfire Management	 LSIO - Land Subject to Inundation
 CLPO - City Link Project	 MAEO1 - Melbourne Airport Environs 1
 DCPO - Development Contributions Plan	 MAEO2 - Melbourne Airport Environs 2
 DDO - Design & Development	 NCO - Neighbourhood Character
 DDOPT - Design & Development Part	 PD - Parking
 DPO - Development Plan	 PAO - Public Acquisition
 EAO - Environmental Audit	 RO - Restructure
 EMO - Erosion Management	 RCO - Road Closure
 ESO - Environmental Significance	 SBO - Special Building
 FO - Floodway	 SLO - Significant Landscape
 HO - Heritage	 SMO - Salinity Management
 ICPO - Infrastructure Contributions Plan	 SRD - State Resource
	 VPD - Vegetation Protection
 Railway	 Tram
 River, stream	 Lake, waterbody

Note: due to overlaps some colours on the maps may not match those in the legend.

## Further Planning Information

Planning scheme data last updated on 27 June 2018.

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, local, particular and general 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 [Planning Schemes Online](#)

This report is NOT a **Planning Certificate** issued pursuant to Section 199 of the Planning & 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](#)

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 [Planning Maps Online](#)

For other information about planning in Victoria visit [www.planning.vic.gov.au](http://www.planning.vic.gov.au)

# Designated Bushfire Prone Areas

from [www.planning.vic.gov.au](http://www.planning.vic.gov.au) on 29 June 2018 10:25 AM

**Address:** 336 STATION STREET CHELSEA 3196

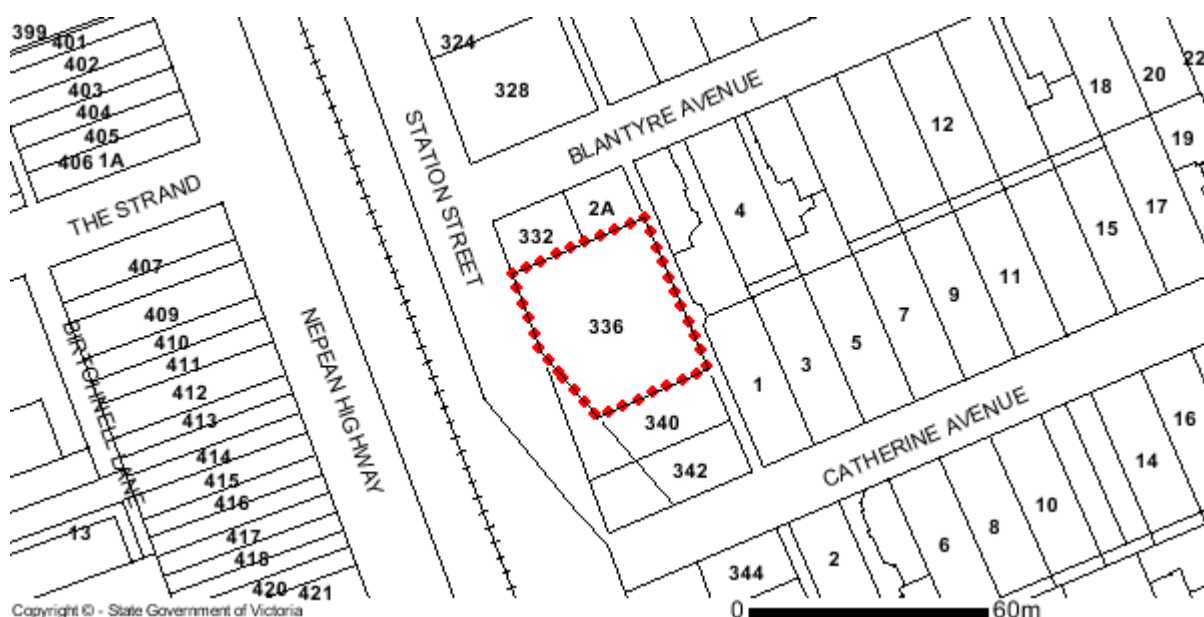
**Lot and Plan Number:** Lot 26 PS548594

**Local Government (Council):** KINGSTON **Council Property Number:** 430521

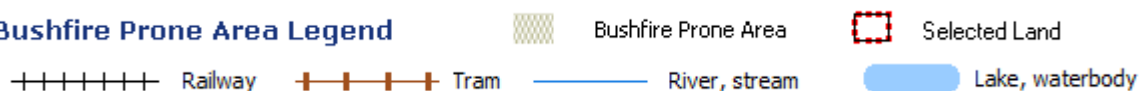
**Directory Reference:** Melway 97 B1

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

## Designated Bushfire Prone Area Map



### Bushfire Prone Area Legend



Designated bushfire prone areas as determined by the Minister for Planning are in effect from 8 September 2011, as amended by gazette notices on 25 October 2012, 8 August 2013, 30 December 2013, 3 June 2014, 22 October 2014, 29 August 2015, 21 April 2016, 18 October 2016, 2 June 2017, 6 November 2017 and 16 May 2018.

The Building Regulations 2018 through application of the Building Code of Australia, apply bushfire protection standards for building works in designated bushfire prone areas.

Designated bushfire prone areas maps can be viewed via the Bushfire Prone Areas Map Service at <http://services.land.vic.gov.au/maps/bushfire.jsp> or at the relevant local council.

Note: prior to 8 September 2011, the whole of Victoria was designated as bushfire prone area for the purposes of the building control system.

Further information about the building control system and building in bushfire prone areas can be found in the Building Commission section of the Victorian Building Authority website [www.vba.vic.gov.au](http://www.vba.vic.gov.au)

Copies of the Building Act and Building Regulations are available from [www.legislation.vic.gov.au](http://www.legislation.vic.gov.au)

For Planning Scheme Provisions in bushfire areas visit [Planning Schemes Online](#)

For Planning Scheme Provisions for this property return to the GetReports list and select the Planning Property Report.

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Notwithstanding this disclaimer, a vendor may rely on the information in this report for the purpose of a statement that land is in a bushfire prone area as required by section 32(2)(dc) of the Sale of Land 1962 (Vic).

# 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.