

Contract of Sale of Land

Matthew Ryan Jacobson
(Vendor)

310/77 Hobsons Road, Kensington Vic 3031
(Property)



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DOREEN VIC 3754
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Ref: EP-25/0054

Contract of Sale of Land

**Property: 310/77 Hobsons Road, Kensington VIC
3031**

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Contract of sale of land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of Sale of Land

The vendor agrees to sell and the purchaser agrees to buy the property, being the land and the goods, for the price and on the terms set out in this contract.

The terms of this contract are contained in the –

- particulars of sale; and
- special conditions, if any; and
- general conditions (which are in standard form: see general condition 6.1)

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that they have received a section 32 statement from the vendor before signing this contract. In this contract, "section 32 statement" means the statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962*.

The authority of a person signing –

- under power of attorney; or
 - as director of a corporation; or
 - as agent authorised in writing by one of the parties –
- must be noted beneath the signature.

Any person whose signature is secured by an estate agent acknowledges being given by the agent at the time of signing a copy of the terms of this contract.

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN:
in accordance with the requirements of s.127
Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on/...../.....

for and on behalf of:

MATTHEW RYAN JACOBSON

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable)

WHERE SIGNATORY IS A COMPANY

EXECUTED by

ABN:

in accordance with the requirements of s.127

Corporations Act 2001 (Cth) by:

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

Table of Contents

Particulars of sale

Special conditions

General conditions

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

Particulars of Sale

Vendor's estate agent

Name: Everywhere Real Estate
Address: 111 Overton Road, Williams Landing VIC 3027
Email: archi@everywherere.com.au
Tel: 9526 8102 Mob: 0424 786 708 Fax: Ref: Archi Altun

Vendor

Name: Matthew Ryan Jacobson
Address:
ABN/ACN:
Email:

Vendor's legal practitioner or conveyancer

Name: Perfect Conveyancing Solutions
Address: 19 Isidore Drive, Doreen VIC 3754
Email: elle@perfectconvey.com.au
Tel: 0438 346 073 Mob: Fax: Ref: 25/0054

Purchaser's estate agent

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

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12010 Folio 127	310	PS 730323D

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 310/77 Hobsons Road, Kensington VIC 3031

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

All fixed floor coverings, light fittings, window furnishings, and all other fixtures and fittings of a permanent nature as inspected.

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

- ☐ GST (if any) must be paid in addition to the price if the box is checked
- ☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked
- ☐ This sale is a sale of a 'going concern' if the box is checked
- ☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)**is due on**

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

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

Lease (general condition 5.1)

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

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

☒ a lease for a term ending on 31 / 05 / 2025 with [.....] options to renew, each of [.....] years

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

CONTRACT OF SALE OF REAL ESTATE — SPECIAL CONDITIONS

1. IDENTITY AND MEASUREMENT OF THE LAND SOLD

The purchaser acknowledges that land is offered for sale as inspected and is identical to the land described in the Vendor's Statement. The purchaser further agrees to not make any requisition or objections, claim compensation or refuse or delay settlement for:

- (a) Any alleged misdescription of the Land; or
- (b) Any discrepancy between the title or measurements of the land; or
- (c) Call upon the Vendor to amend the title or bear all or any part of the costs of doing so.

2. PLANNING, ENCUMBRANCES AND RESTRICTIONS

The property is sold subject to:

- (a) Any restrictions on the land or title;
- (b) Any registered or unregistered easement or encumbrance;
- (c) Any covenants, leases or any other agreements that are or will be on the registration of the plan and title;
- (d) Any order, plan, scheme, overlay, regulation or by-law contained in or made pursuant to any provision of any legislation.

3. REPRESENTATION AND WARRANTY

The purchaser acknowledges that the vendor has not made any representation or warranty as to the fitness for any particular purpose or otherwise of the property or that any structures comply with the current or any building regulations and the and the purchaser expressly releases the vendor and/or the vendor's agents from any claims in respect thereof.

4. CONDITION OF PROPERTY AT TIME OF INSPECTION

The purchaser acknowledges that they cannot make any objection or claim any compensation in respect of the state or repair and/or condition of any building or other structures on the property and any chattels or goods within the said buildings or structures. The purchaser has agreed that they have purchased the property as a result of his or her own inspections and enquiries prior to the date of sale and is aware of the properties current condition and any/possible deficiencies. The purchaser also acknowledges that the property is sold as inspected which includes all buildings structures and chattels which are sold in their present condition. The purchaser shall not require all chattels to be in working order on the day of settlement nor shall they claim any compensation in relation thereto. This contract cannot be avoided on any grounds mentioned in this condition as the purchaser will be deemed to be in default under this Contract if settlement is delayed pursuant to Special Condition 3.

5. FINANCE

If this Contract is subject to loan approval and the purchaser attempts to end the Contract on the basis that is unable to obtain finance approval by the approval date, the purchaser must provide written proof to the vendor from the nominated lender refusing finance approval to the purchaser, failing which the purchaser shall be deemed to have obtained approval of finance and this Contract shall be deemed to be unconditional in respect of finance. This Special Condition modifies General Condition 20.

6. ACKNOWLEDGMENTS

The purchaser acknowledges that prior to the signing of the Contract they have received a Vendor's Statement pursuant to Section 32 of the *Sale of Land Act* 1962 and agrees that no information, representation, warranty provided or made by or on behalf of the vendor other than expressed in this Contract was provided or made with the intention or knowledge that it would be

relied upon by the purchaser. If the purchase consists of more than one person, each of them are joint and severally bound by this Contract.

7. DEPOSIT

The deposit shall be held in accordance with the provisions of Division 3 of the *Sale of Land Act* 1962 and on the purchaser becoming entitled to a transfer or conveyance of the land and the purchaser must provide written acknowledgement to that effect to the vendor and/or vendor's legal representative. Any deposit money received by a Solicitor or Estate Agents must be held on trust as Stakeholder pursuant to Division 3 of the *Sale of Land Act* 1962.

8. SERVICES

The purchaser acknowledges that the property is sold subject to all existing water, sewerage, drainage, gas, electricity, telephone, services and utilities (if any). The purchaser shall not make any claim, objection or any requisition for compensation or cause a delay to settlement in respect if any of the following:

- (a) The nature, location, availability or non-availability of any such services and utilities;
- (b) If any such service is a joint service with any other land or building;
- (c) If any such service for any other property or building or any parts or connections pass through the property;
- (d) If any sewer or water main or connection passes through, in or over the property;
- (e) If there is a man hole or vent on the property; or
- (f) If because of or arising out of any such services and utilities the property may be subject to or have the benefit of any rights or easements in respect of any such service or utility.

The purchaser acknowledges that it is his/her responsibility to check with the appropriate authorities as to the availability and the costs of connecting or re-connecting any services he or she may require to the property. The purchaser also acknowledges that some services may be disconnected at the time of settlement. The purchaser further acknowledges that it is his/her responsibility to pay all costs associated with the connection and re-connections of all services to the property that he/she may require.

9. CERTIFICATES AND ADJUSTMENTS

The purchaser agrees to provide a copy of all relevant and up to date authority certificates including Council, Water, Land Tax and Owners Corporation (if applicable) obtained by them to complete statement of adjustments and to be provided to the vendor's legal representative at least two clear business days prior to settlement. Failure to do so will cause delay to the vendor providing funds directions and the cost of delaying settlement will be at the purchaser's expense pursuant to Special Conditions 9 of the Contract of Sale and is considered to be in default of the Contract.

10. DEFAULT INTEREST AND COSTS

- (a) Should the purchaser be in default under the Contract, then the purchaser shall pay penalty interest on any outstanding monies at an interest rate of 15% per annum from the date of such default until such time as the default is remedied to the vendor at settlement;
- (b) The purchaser acknowledges that if they are in default of the Contract, a default administration fee is also payable to the vendor's legal representative in the amount of \$250;
- (c) Should a default notice be served on the purchaser by the vendor's legal representative, the purchaser acknowledges that they will be required to pay an amount of \$500 for the preparation of the said notice;
- (d) Should settlement be rescheduled after all parties have attended a scheduled booking on the same day, the purchaser must pay to the vendor's legal representative \$110 for each rescheduled settlement should the fault be caused by the purchaser's bank, and or representative.

11. DEFAULT NOT REMEDIED

General Condition 35 of the Contract is amended to add:

The purchaser is hereby notified that should settlement not be completed on the settlement date; they may be liable for the vendor's losses including but not limited to:

- (a) Interest and penalties on any loan secured on the property from the settlement date until settlement takes place;
- (b) Penalties, interest and charges incurred as a result of not being able to settle a purchase of another property;
- (c) Any associated fees the vendor has to pay for another loan setup to complete settlement for a purchase of another property;
- (d) Storage costs for goods and chattels;
- (e) Accommodation expenses necessarily incurred by the vendor;
- (f) Costs and expenses between the conveyancer and the vendor;
- (g) Additional rates, taxes and charges on the property from settlement date until settlement takes place.

12. TRANSFER OF LAND AND DUTY

General Condition 10 is applied. Should the Transfer of Land not be prepared in a reasonable timeframe; the purchaser shall be in default under the Contract and Special Condition 10 applies.

The vendor will initiate the preparation of the Digital Duties as soon as practicable. The purchaser must complete and sign the Digital Duties Form no later than 2 days prior to settlement. Should the Digital Duties Form not be completed in the required timeframe, the purchaser shall be in default under the Contract and Special Condition 10 applies.

13. NOMINATION

The named purchaser may, at least 14 days prior to the settlement date, nominate an additional or substitute purchaser, however, the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this Contract of Sale. The named purchaser and nominated purchaser shall be required to provide a duly signed Nomination Form to the vendor's legal representative within 14 days prior to the settlement date.

14. SALE PROCEEDS

The vendor authorises Perfect Conveyancing Solutions to specify and collect on their behalf all proceeds due under this Contract of Sale in the manner specified by Perfect Conveyancing Solutions. The purchaser agrees to provide the proceeds in accordance with the vendors funds directions to Perfect Conveyancing Solutions at settlement.

15. DIRECTOR'S GUARANTEE AND WARRANTY

In the event that the purchaser is a corporate entity, then the person signing on behalf of the corporate purchaser shall execute the Contract under the Seal of the Company and shall warrant that same is done lawfully in accordance with the Articles of Association of the purchaser company and further shall cause either the Sole Director or at least two Directors of the purchaser company to execute the form of Guarantee and Indemnity annexed hereto.

16. SETTLEMENT

Settlement shall be affected prior to 3.30pm and will be conducted electronically in accordance with the *Electronic Conveyancing National Law*. Should the settlement not occur before the said time on or after the due date for the completion of the said Contract as a result of the conduct of the purchaser, his or her representative or their mortgagee/s; the purchaser shall be deemed to be in default under the said Contract of Sale and Special Condition 10 applies.

17. CANCELLATION OF SETTLEMENT AND RESCHEDULLING

If the purchaser is at fault and settlement does not occur, the purchaser will be liable for the vendors costs associated with cancellation and re-scheduling of settlement which will be known and disclosed in the PEXA workspace, if applicable and deemed as foreseeable losses.

18. CHRISTMAS CLOSURE PERIOD

The settlement date stipulated in this Contract must not be between 23 December 2025 and 11 January 2026 (inclusive). In the event that a date within this period is stipulated as the due date for settlement in this Contract, this special condition shall prevail and have the effect of amending the due date for settlement to Monday, 12 January 2026.

19. COVID -19 (CORONAVIRUS)

19.1 The parties agree that should the Australian or Victorian Governments require either party to be quarantined or to be in self-isolation due to the outbreak of Covid-19, and should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's legal representative by way of notice in writing outlining the period of quarantine or self-isolation that they are required to undertake as soon as practicably possible. If settlement is delayed in accordance with this Special Condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs and or expenses incurred as a result of the delay of settlement.

19.2 For the benefit of both parties to this transaction, should either party:

- (a) Contract COVID-19;
- (b) Be placed in quarantine or self-isolation in the property;
- (c) Be directed to quarantine or self-isolate in the property; or
- (d) Need to care for a member of their household or family in the property who is directly affected by (a) to (c) above –

Then the parties agree that the following provisions shall apply:

- (i) The other party cannot issue a Notice of Default on the party affected by (a) to (d) above until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property.
- (ii) The party seeking the benefit of this clause must provide suitable documentation to provide evidence of the need for isolation immediately upon diagnosis.
- (iii) Settlement shall take place within seven (7) days from the date from which the affected party is permitted to leave the property.
- (iv) If the vendor is the party seeking the benefit of this clause, he shall do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion.
- (v) It is an essential term of this contract that if the vendor is seeking the benefit of this clause, he/she shall thoroughly disinfect the property prior to settlement. For the purpose of clarity, thoroughly disinfect includes, but is not limited to. Vacuuming carpets, cleaning air conditioning filters and using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

- 1.1 In this general condition “**electronic signature**” means a digital signature or a visual representation of a person’s handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and “electronically signed” has a corresponding meaning.
- 1.2 The parties’ consent to this contract being signed by or on behalf of a party by an electronic signature.
- 1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.
- 1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.
- 1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.
- 1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

Any signatory for a proprietary limited company purchaser is personally liable for the due performance of the purchaser’s obligations as if the signatory were the purchaser in the case of a default by a proprietary limited company purchaser.

3. GUARANTEE

The vendor may require all directors of the purchaser to guarantee the purchaser’s performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

The purchaser may no later than 14 days before the due date for settlement nominate a substitute or additional person to take a transfer of the land, but the named purchaser remains personally liable for the due performance of all the purchaser’s obligations under this contract.

Title

5. ENCUMBRANCES

- 5.1 The purchaser buys the property subject to –
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations, exceptions and conditions in the crown grant; and
 - (c) any lease or tenancy referred to in the particulars of sale.
- 5.2 The purchaser indemnifies the vendor against all obligations under any lease or tenancy that are to be performed by the landlord after settlement.

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser’s right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor –
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and

- eCOSID: 172046128
- (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following –
- (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) 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* (Vic) and regulations made under the *Building Act 1993* (Vic).
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) have the same meaning in general condition 6.6.
- 7. IDENTITY OF THE LAND**
- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not –
- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.
- 8. SERVICES**
- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.
- 9. CONSENTS**
- The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.
- 10. TRANSFER & DUTY**
- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.
- 11. RELEASE OF SECURITY INTEREST**
- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must –
- (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

The vendor will provide any current domestic building insurance required pursuant to section 43B of the *Domestic Building Contracts Act 1995* (Vic), in the vendor's possession relating to the property, if requested in writing to do so at least 14 days before settlement.

13. GENERAL LAW LAND

- 13.1 The vendor must complete a conversion of title in accordance with section 14 of the *Transfer of Land Act 1958* (Vic) before settlement if the land is the subject of a provisional folio under section 23 of that Act.
- 13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act 1958* (Vic).
- 13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 13.4 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 13.5 The purchaser is taken to have accepted the vendor's title if –
 - (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 13.6 The contract will be at an end if –
 - (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 13.8 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958* (Vic).

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.6 Payment of the deposit may be made or tendered –

- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
- (b) by cheque drawn on an authorised deposit-taking institution; or
- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
- (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

14.7 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.

14.8 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.

14.9 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.

14.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.

15. DEPOSIT BOND

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

15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.

15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.

15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of –

- (a) settlement;
- (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.

15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.

15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

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

16.2 In this general condition –

- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
- (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959* (Cth).

16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.

16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of –

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;
- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement –
- (a) the purchaser must pay the balance; and
 - (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.
- 17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must –
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
 - (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise –

- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that –
- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement –
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement –
- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold with the land 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) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.
- 19. GST**
- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –
- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on –
- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- (a) the parties agree that this contract is for the supply of a going concern; and
- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In these general conditions –

- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
- (b) 'GST' includes penalties and interest.

20. LOAN

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

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

- (a) immediately applied for the loan; and
- (b) did everything reasonably required to obtain approval of the loan; and
- (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and,
- (d) is not in default under any other condition of this contract when the notice is given.

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

21. BUILDING REPORT

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

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

- (a) obtains a written report from –
 - (i) a registered building surveyor;
 - (ii) a registered building inspector;
 - (iii) a registered domestic builder; or
 - (iv) an architect,
 which is –
 - (v) prepared in compliance with Australian Standard AS 4349.1-2007;
 - (vi) identifies a current defect in a structure on the land; and
 the author states is a major defect.
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (c) is not then in default.

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

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

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

22. PEST REPORT

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

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

- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and

- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property, must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the basis that 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
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 24.1 Words defined or used in Subdivision 14-D of Schedule 1 to the *Taxation Administration Act 1953* (Cth) (Tax Act) have the same meaning in this general condition unless the context requires otherwise.
- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the Tax Act. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the Tax Act ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must –
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must –
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite –
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if –
 - (a) the settlement is conducted through an electronic lodgement network; and

eCOSID: 172046128 (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the Tax Act must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Tax Act. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the Tax Act or in the GST Act have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the Tax Act at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must, at least 14 days before the due date for settlement, provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the Tax Act 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 Tax Act. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the Tax Act. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must –
 - (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must –
 - (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;despite –
 - (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if –
 - (a) settlement is conducted through an electronic lodgement network; and

25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the Tax Act, but only if –

- (a) so agreed by the vendor in writing; and
- (b) the settlement is not conducted through an electronic lodgement network.

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

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

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

- (a) decide if an amount is required to be paid or the quantum of it, or
- (b) comply with the purchaser's obligation to pay the amount,

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

25.11 The vendor warrants that –

- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the Tax Act 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 Tax Act is the correct amount required to be paid under section 14-250 of the legislation.

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

- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
- (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250(1) of Schedule 1 to the Tax Act.

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served –

- (a) personally; or
- (b) by pre-paid post; or
- (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
- (d) by email.

27.4 Any document properly sent by –

- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
- (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
- (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
- (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

27.5 Any written communication in the workspace of the electronic lodgement network does not constitute service of a notice other than a notice for the purposes of any electronic transactions legislation.

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

28. NOTICES

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

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

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

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

29. INSPECTION

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

30. TERMS CONTRACT

30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962* (Vic) –

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

30.2 While any money remains owing and the purchaser is entitled to possession or receipt of the rents and profits, each of the following applies –

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
- (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
- (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
- (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand

without affecting the vendor's other rights under this contract;

- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
- (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
- (h) the purchaser must observe all obligations that affect owners or occupiers of land;
- (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

- 31.1 The vendor carries the risk of loss or damage to the property until settlement.
- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2 but may claim compensation from the vendor after settlement.

32. BREACH

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

- (a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and
- (b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

- 34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.
- 34.2 The default notice must –
 - (a) specify the particulars of the default; and
 - (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given –
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if –
 - (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
 - (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.

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35.4 If the contract ends by a default notice given by the vendor or acceptance by the vendor of a repudiation by the purchaser –

- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
- (b) the vendor is entitled to possession of the property; and
- (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
- (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and
- (e) any determination of the vendor's damages must take into account the amount forfeited to the vendor.

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

GUARANTEE and INDEMNITY

I/We, of
.....

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

being the **Sole Director / Directors** of of
..... (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: -

- (f) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;
- (g) the performance or observance of any of the agreements, obligations or conditions under the within Contract;
- (h) by time given to the Purchaser for any such payment performance or observance;
- (i) by reason of the Vendor assigning his, her or their rights under the said Contract; and
- (j) 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 2025

SIGNED by the said)

)

Print Name:)

)

.....

Director (Sign)

in the presence of:)

)

Witness:)

)

.....

Vendor GST Withholding Notice

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

To: Purchaser/s

From: Matthew Ryan Jacobson, 125 Stoneleigh Crescent, Highton VIC 3216

Property Address: 310/77 Hobsons Road, Kensington VIC 3031

Lot: 310 Plan of subdivision: 730323D

The Purchaser is not required to make a payment under Section 14-250 of Schedule 1 of the Taxation Administration Act 1953 (Cwlth) in relation to the supply of the above property

Dated: 17/09/2025

Signed for an on behalf of the Vendor: *Perfect Conveyancing Solutions*

Vendor's Statement

Matthew Ryan Jacobson
(Vendor)

310/77 Hobsons Road, Kensington Vic 3031
(Property)



Postal address:
19 Isidore Drive
DOREEN VIC 3754
Mob: 0438 346 073
Email: elle@perfectconvey.com.au
Ref: EP-25/0054

Vendor Statement

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

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

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

Land	310/77 HOBSONS ROAD, KENSINGTON VIC 3031
------	--

Vendor's name	Matthew Ryan Jacobson	Date	/ /
Vendor's signature		18-09-2025	

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

1. FINANCIAL MATTERS

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

(a) ☒ Are contained in the attached certificate/s.

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

\$0.00	To	
Other particulars (including dates and times of payments): Not applicable		

1.3 Terms Contract

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

Not Applicable

1.4 Sale Subject to Mortgage

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

Not Applicable

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

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

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable

2.2 Owner Builder

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

Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered):
- ☒ Is in the attached copies of title document/s
- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:
- To the best of the Vendor's knowledge there is no existing failure to comply with the terms of any easements, covenants or other similar restriction.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Not Applicable

4.2 Agricultural Chemicals

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

NIL

4.3 Compulsory Acquisition

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

NIL

5. BUILDING PERMITS

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

Not Applicable

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

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

Not Applicable

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 ☒ (a) Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable

10.2 Staged Subdivision

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

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

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

NIL

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

NIL

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

NIL

10.3 Further Plan of Subdivision

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

Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

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

(b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

☒ Are as follows:

Not applicable

12. DUE DILIGENCE CHECKLIST

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

Is attached

13. ATTACHMENTS

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

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

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

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.

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

Page 1 of 2

VOLUME 12010 FOLIO 127

Security no : 124127689584B
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LAND DESCRIPTION

Lot 310 on Plan of Subdivision 730323D.
PARENT TITLES :
Volume 11018 Folio 059 to Volume 11018 Folio 060
Created by instrument PS730323D 22/08/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MATTHEW RYAN JACOBSON of UNIT 310 77 HOBSONS ROAD KENSINGTON VIC 3031
AR432470G 07/09/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AZ436885J 31/07/2025
CREDIT UNION AUSTRALIA LTD

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

AGREEMENT Section 173 Planning and Environment Act 1987
AR341656X 13/08/2018

DIAGRAM LOCATION

SEE PS730323D FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER		STATUS	DATE
AZ436884L (E)	DISCHARGE OF MORTGAGE	Registered	31/07/2025
AZ436885J (E)	MORTGAGE	Registered	31/07/2025

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

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

Street Address: UNIT 310 LEVEL 3 77 HOBSONS ROAD KENSINGTON VIC 3031

ADMINISTRATIVE NOTICES

NIL

eCT Control 17759N GREAT SOUTHERN BANK
Effective from 31/07/2025

OWNERS CORPORATIONS

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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS730323D

DOCUMENT END

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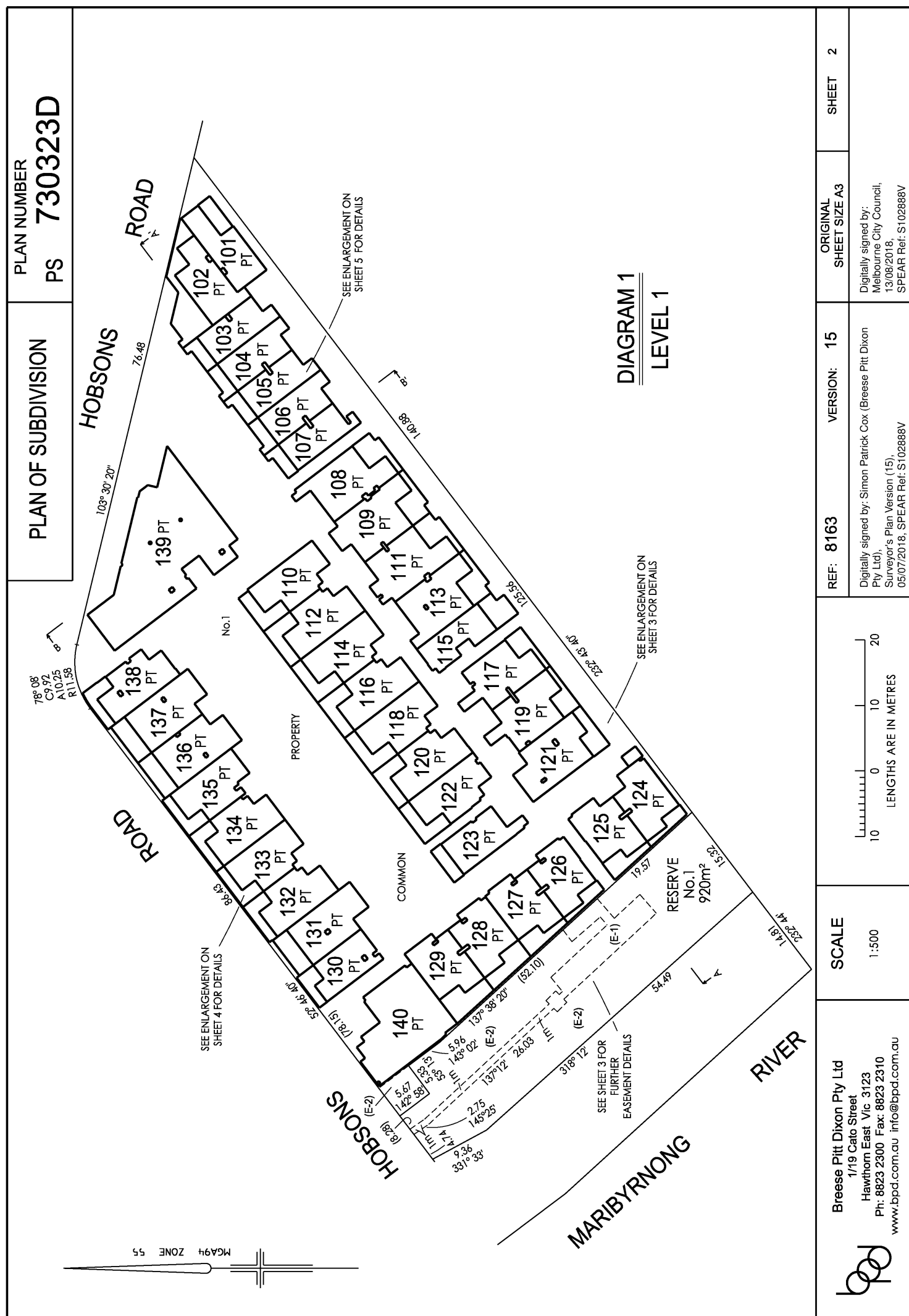
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Document Identification	PS730323D
Number of Pages (excluding this cover sheet)	28
Document Assembled	02/09/2025 11:14

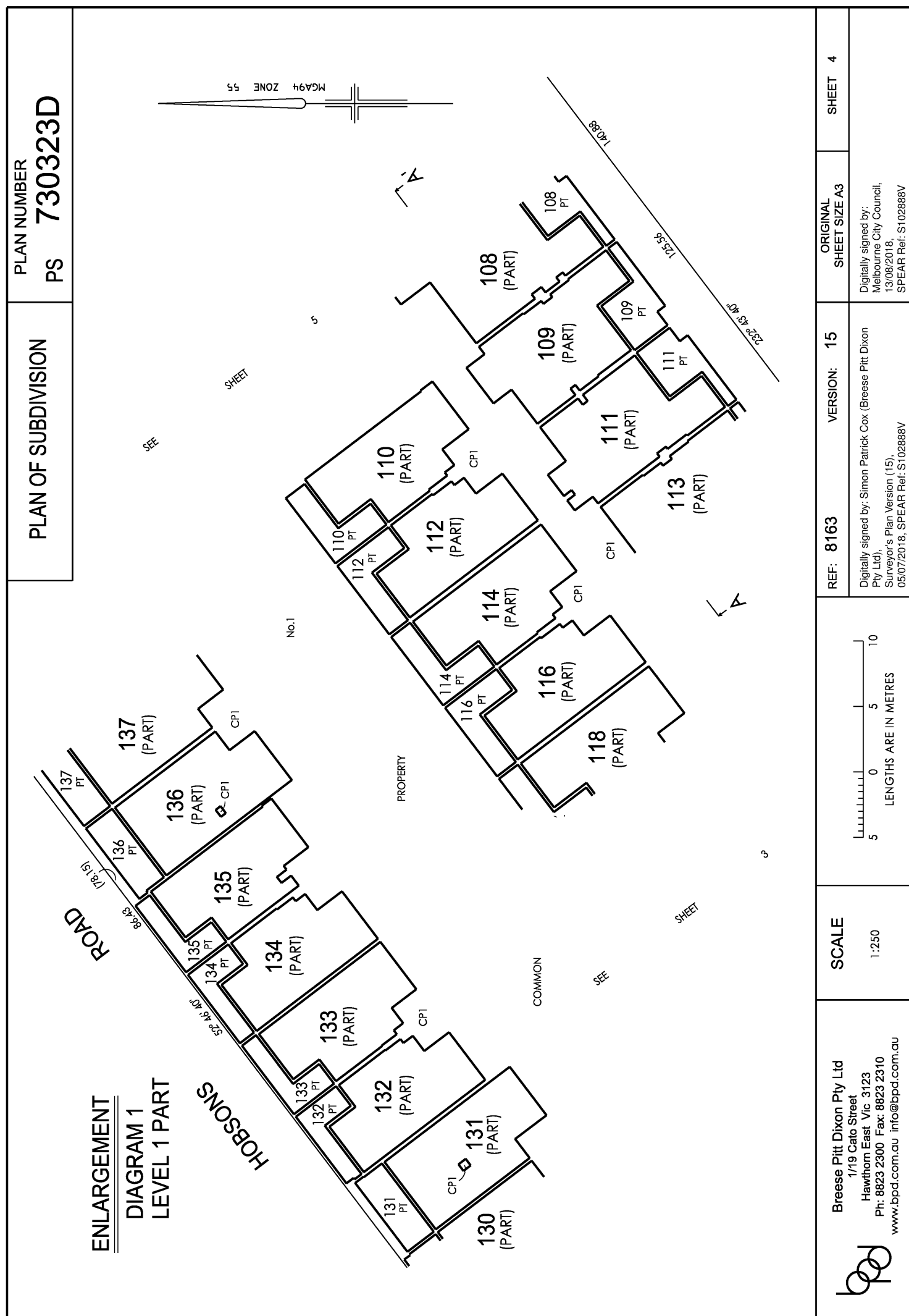
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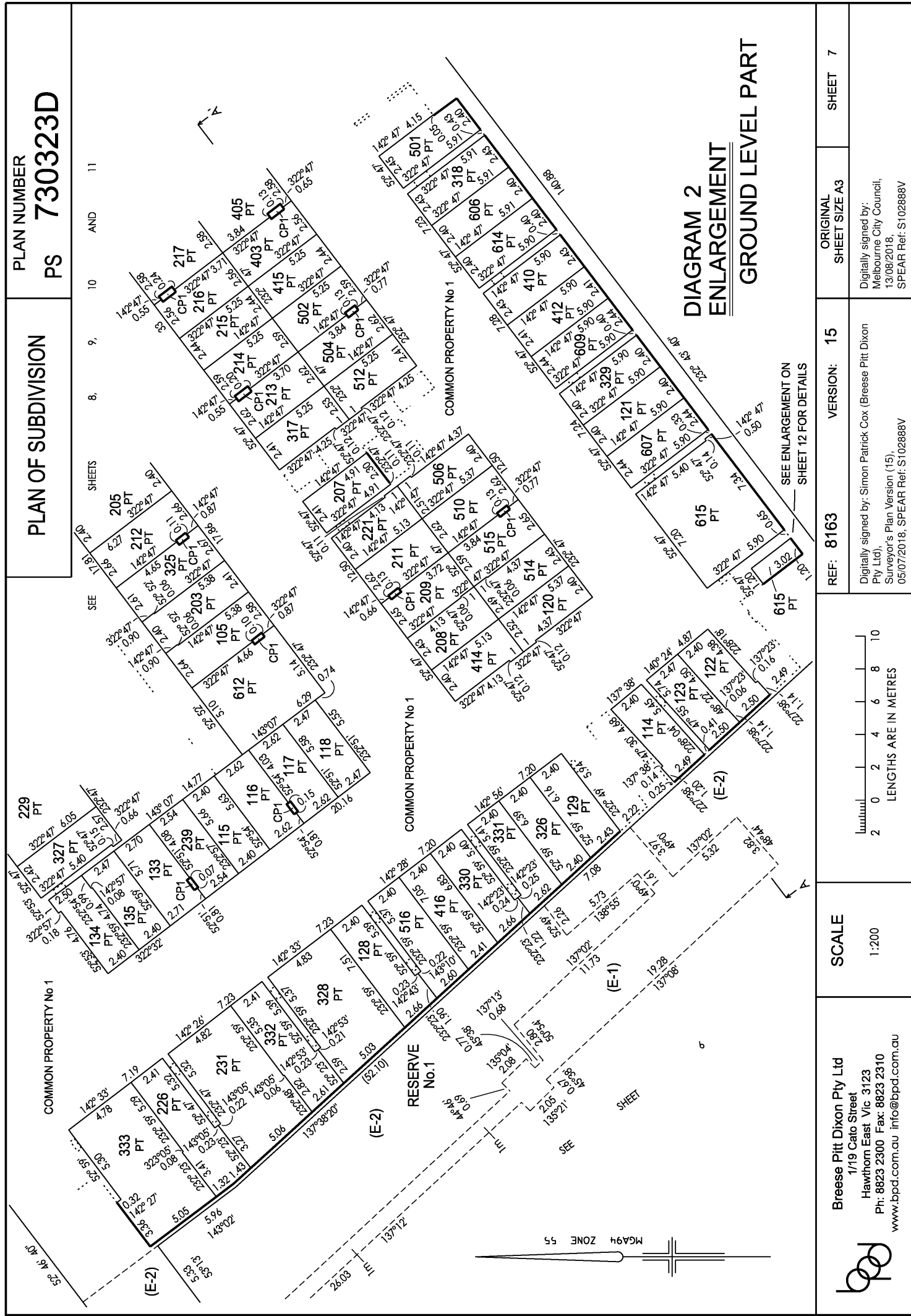
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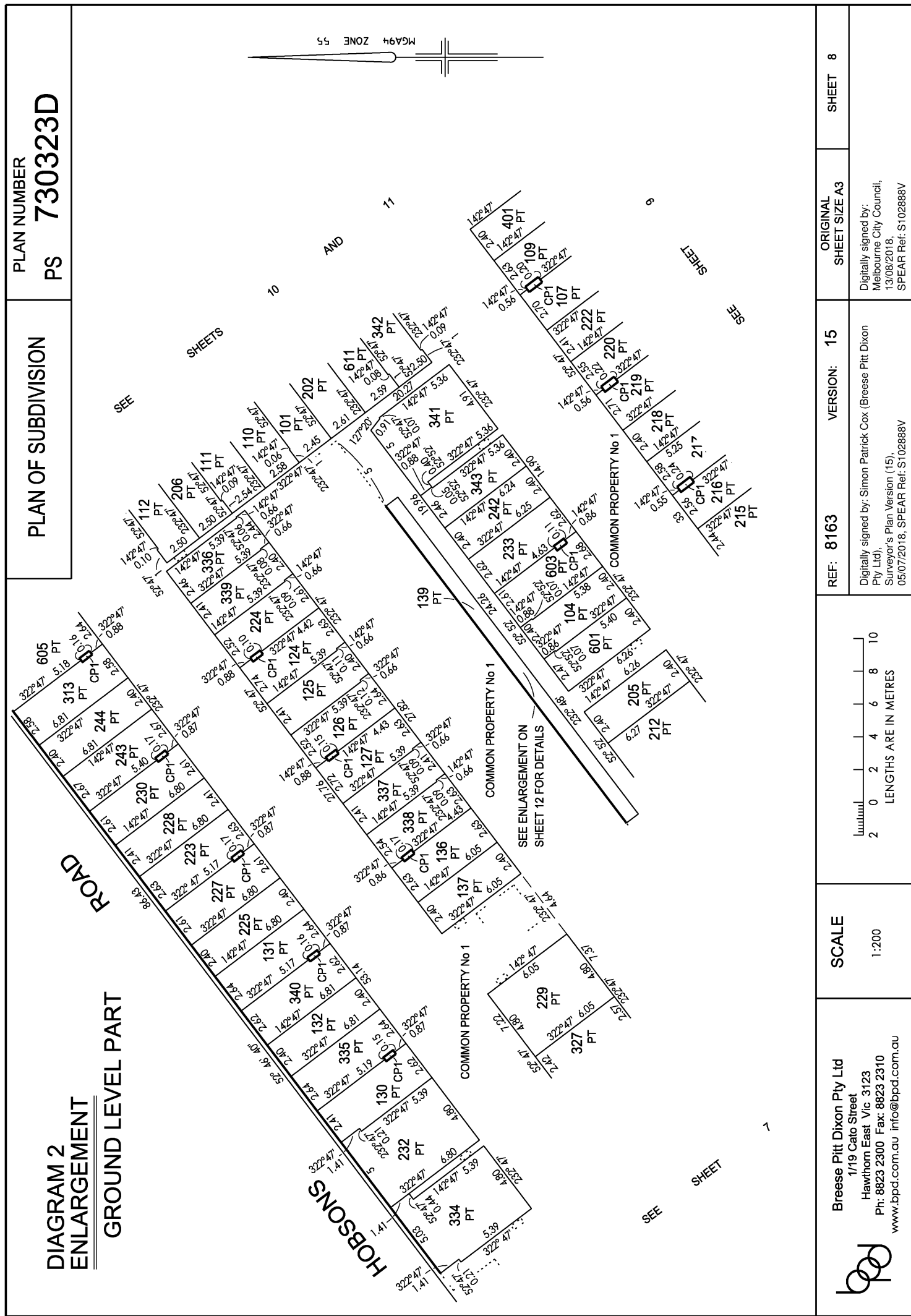
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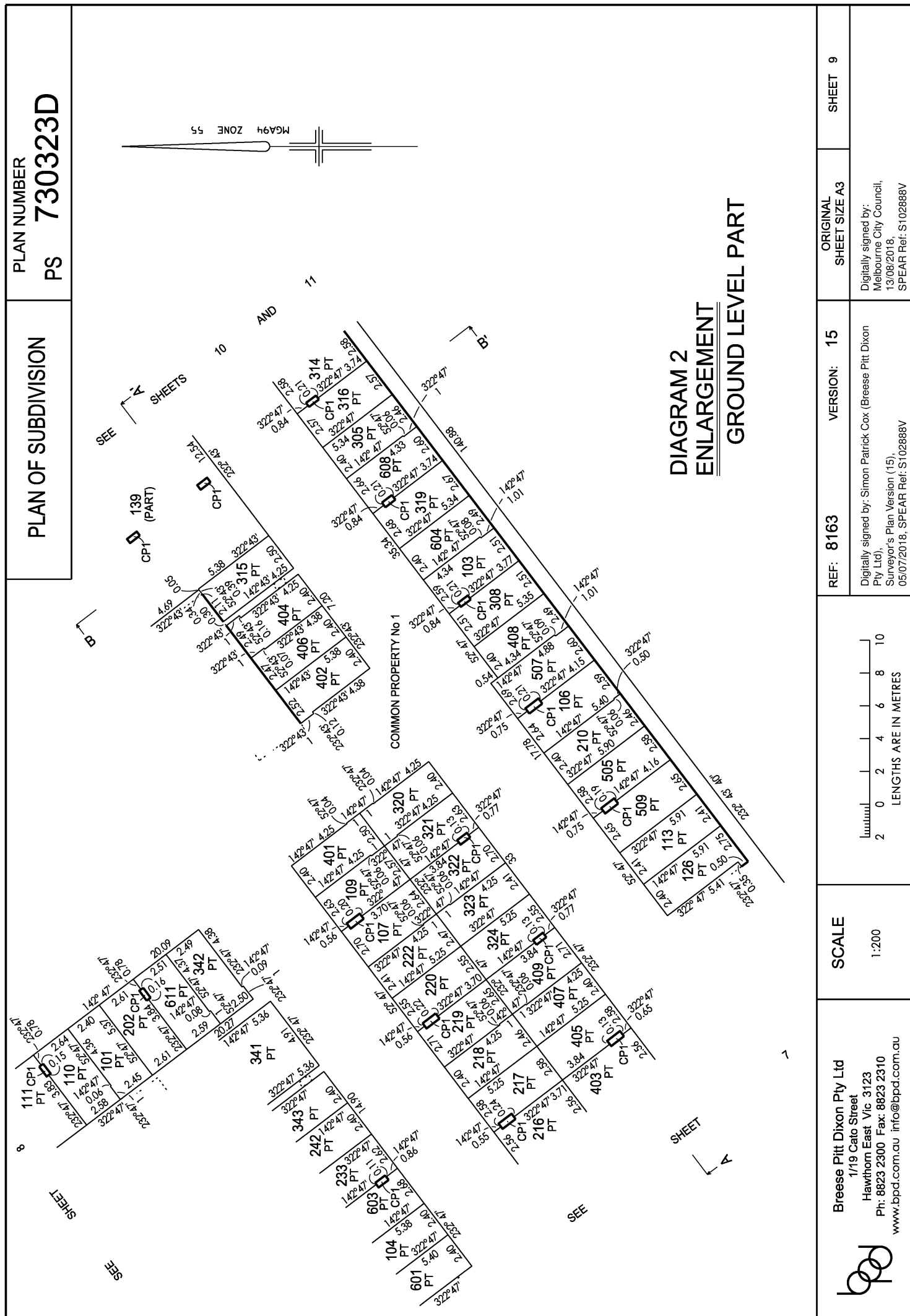
PLAN OF SUBDIVISION		LRS USE ONLY EDITION 1	PLAN NUMBER PS 730323D	
LOCATION OF LAND PARISH: DOUTTA GALLA TOWNSHIP: ----- SECTION: 2 CROWN ALLOTMENT: 22 (PART) CROWN PORTION: ----- TITLE REFERENCES: VOL 11018 FOL 059 VOL 11018 FOL 060 LAST PLAN REFERENCE: LOT 1 TP212978C POSTAL ADDRESS: 71 - 113 HOBSONS ROAD (at time of subdivision) KENSINGTON, 3031 MGA 94 CO-ORDINATES: E: 316 550 ZONE: 55 (of approx. centre of plan) N: 5 814 780 DATUM: GDA94		Council Name: Melbourne City Council Council Reference Number: SA-2017-41 Planning Permit Reference: TP-2017-318 SPEAR Reference Number: S102888V Certification This plan is certified under section 6 of the Subdivision Act 1988 Statement of Compliance This is a statement of compliance issued under section 21 of the Subdivision Act 1988 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Maria Tomasetig for Melbourne City Council on 13/08/2018		
VESTING OF ROADS OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION		
RESERVE No. 1	MELBOURNE CITY COUNCIL			
DEPTH LIMITATION DOES NOT APPLY	STAGING THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No. ESTATE: ----- STAGE: ----- AREA: 7449m ² No. OF LOTS: 178 MEL: 2T :C:6			
COMMON PROPERTY No:1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS AND INCLUDES THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR, WHICH DEFINE BOUNDARIES BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE: ALL BOUNDARIES NOTE: FLOORS ARE TO UPPER SURFACE OF RELEVANT SLAB AND CEILINGS ARE TO UNDERSIDE OF RELEVANT SLAB UNLESS OTHERWISE SHOWN ON THIS PLAN. ANY ELEVATED FLOOR, INTERNAL COVERINGS, WATERPROOF MEMBRANES AND FIXTURES ATTACHED TO WALLS, FLOORS AND CEILINGS ARE INCLUDED WITHIN THE RELEVANT PARCEL. ----- INDICATES THE LOCATION OF STRUCTURE (NON BOUNDARY) * WETLAND, FLOODWAY, DRAINAGE AND STORMWATER QUALITY MANAGEMENT AS SPECIFIED AND SET OUT IN MEMORANDUM OF COMMON PROVISIONS No. AA2741		THIS IS A SPEAR PLAN ALL INTERNAL COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS AND SERVICE INSTALLATIONS WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No1. THE POSITIONS OF THESE COLUMNS, SERVICE DUCTS, PIPE SHAFTS, CABLE DUCTS & SERVICE INSTALLATIONS MAY NOT HAVE BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN. LOTS 1 TO 100 (BOTH INCLUSIVE), 141 TO 200 (BI), 246 TO 300 (BI), 348 TO 400 (BI), 417 TO 500 (BI), 517 TO 600 (BI) AND 610 HAVE BEEN OMITTED FROM THIS PLAN CP1 DENOTES COMMON PROPERTY No.1 PT DENOTES (PART) (BI) DENOTES (BOTH INCLUSIVE) SURVEY: THIS PLAN IS BASED ON SURVEY THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS Nos. PM162 AND PM171 LAND IS NOT IN A PROCLAIMED SURVEY AREA		
EASEMENT INFORMATION				
SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO LAND AND LOTS IN THIS PLAN				
LEGEND: A - APPURTENANT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)				
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED OR IN FAVOUR OF
(E-1)	DRAINAGE	SEE PLAN	THIS PLAN	ALL LOTS AND COMMON PROPERTY NO. 1 ON THIS PLAN
(E-1)	*DRAINAGE AND OTHER PURPOSES (SEE FURTHER QUALIFICATION ABOVE)	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
(E-2)	*DRAINAGE AND OTHER PURPOSES (SEE FURTHER QUALIFICATION ABOVE)	SEE PLAN	THIS PLAN	MELBOURNE WATER CORPORATION
 Breese Pitt Dixon Pty Ltd 1/19 Cato Street Hawthorn East Vic 3123 Ph: 8823 2300 Fax: 8823 2310 www.bpd.com.au info@bpd.com.au		REF: 8163 VERSION: 15 Digitally signed by: Simon Patrick Cox (Breese Pitt Dixon Pty Ltd), Surveyor's Plan Version (15), 05/07/2018, SPEAR Ref: S102888V		ORIGINAL SHEET SIZE A3 SHEET 1 OF 28 SHEETS PLAN REGISTERED TIME: 5:52 PM DATE: 22/08/2018 C. GROSSO Assistant Registrar of Titles
CHECKED G COX		DATE: 05/07/18		

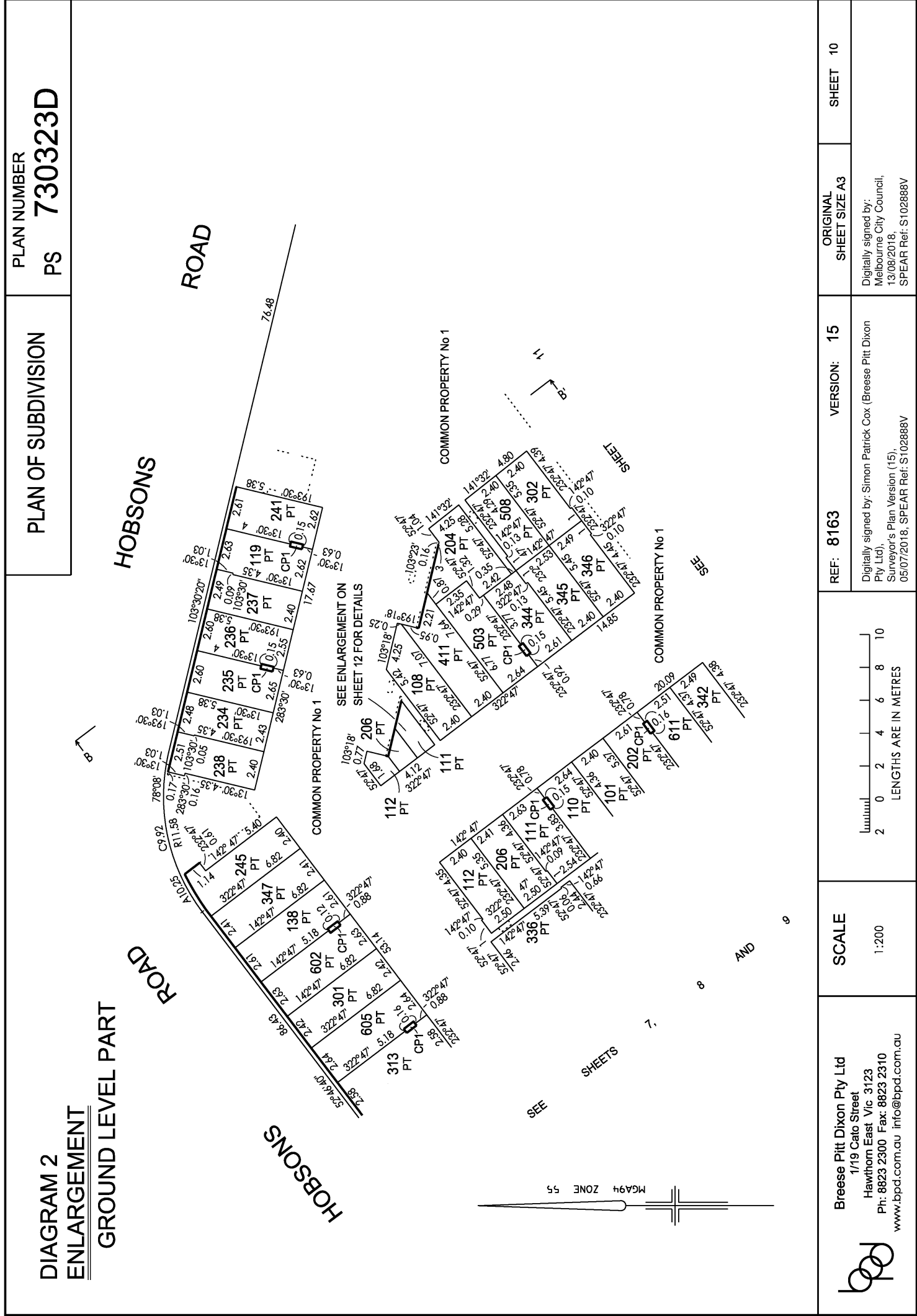


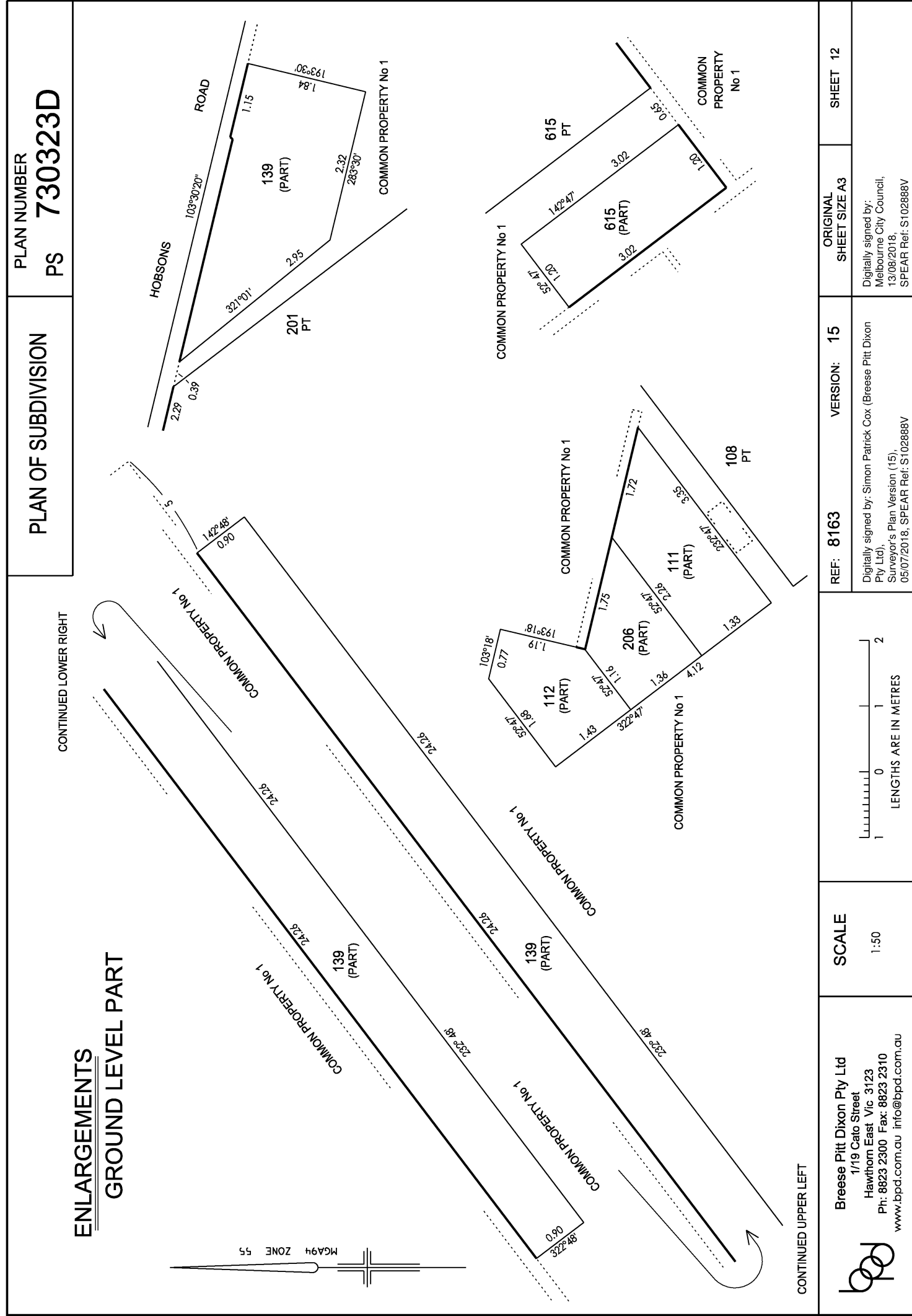


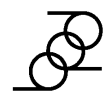
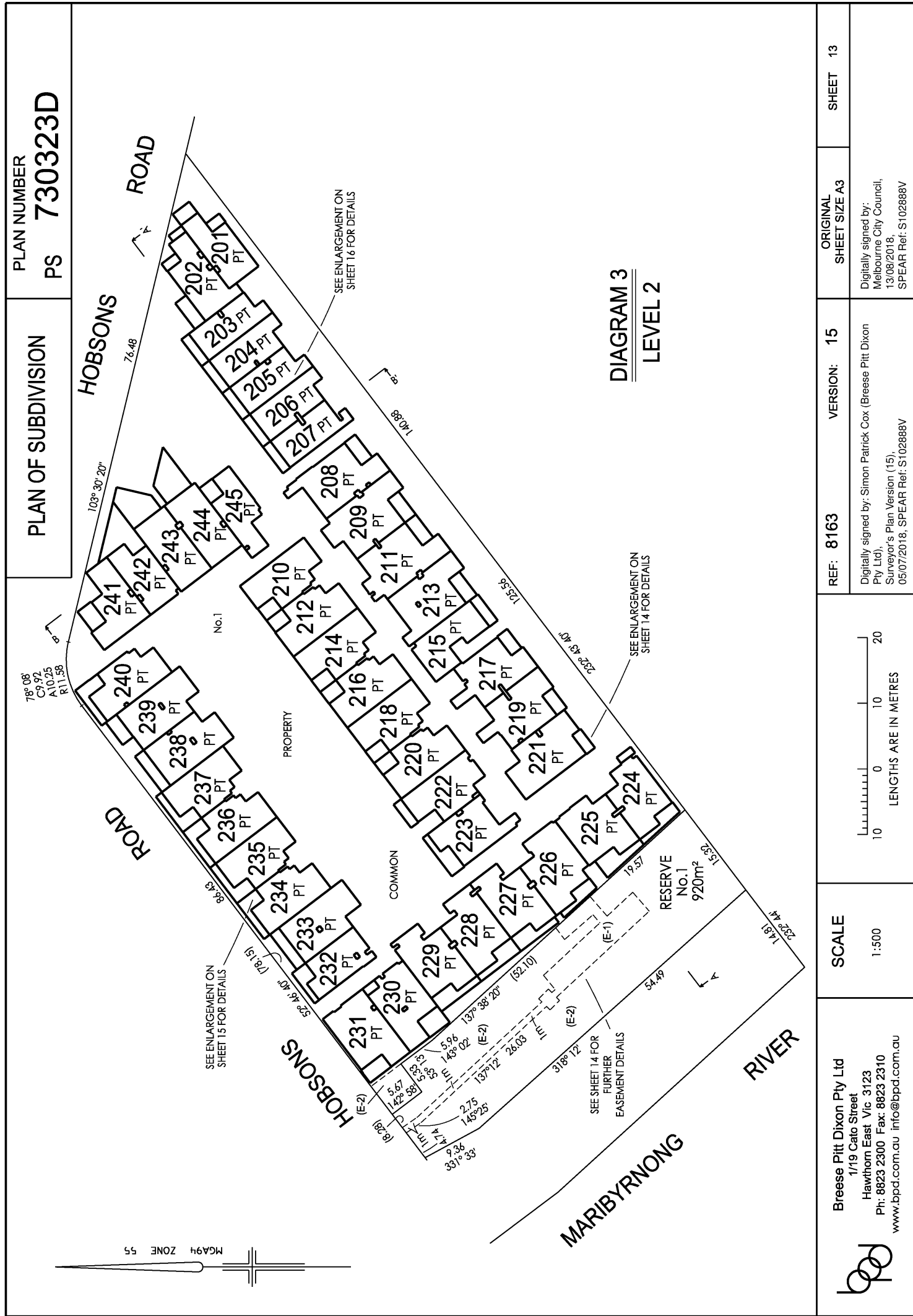


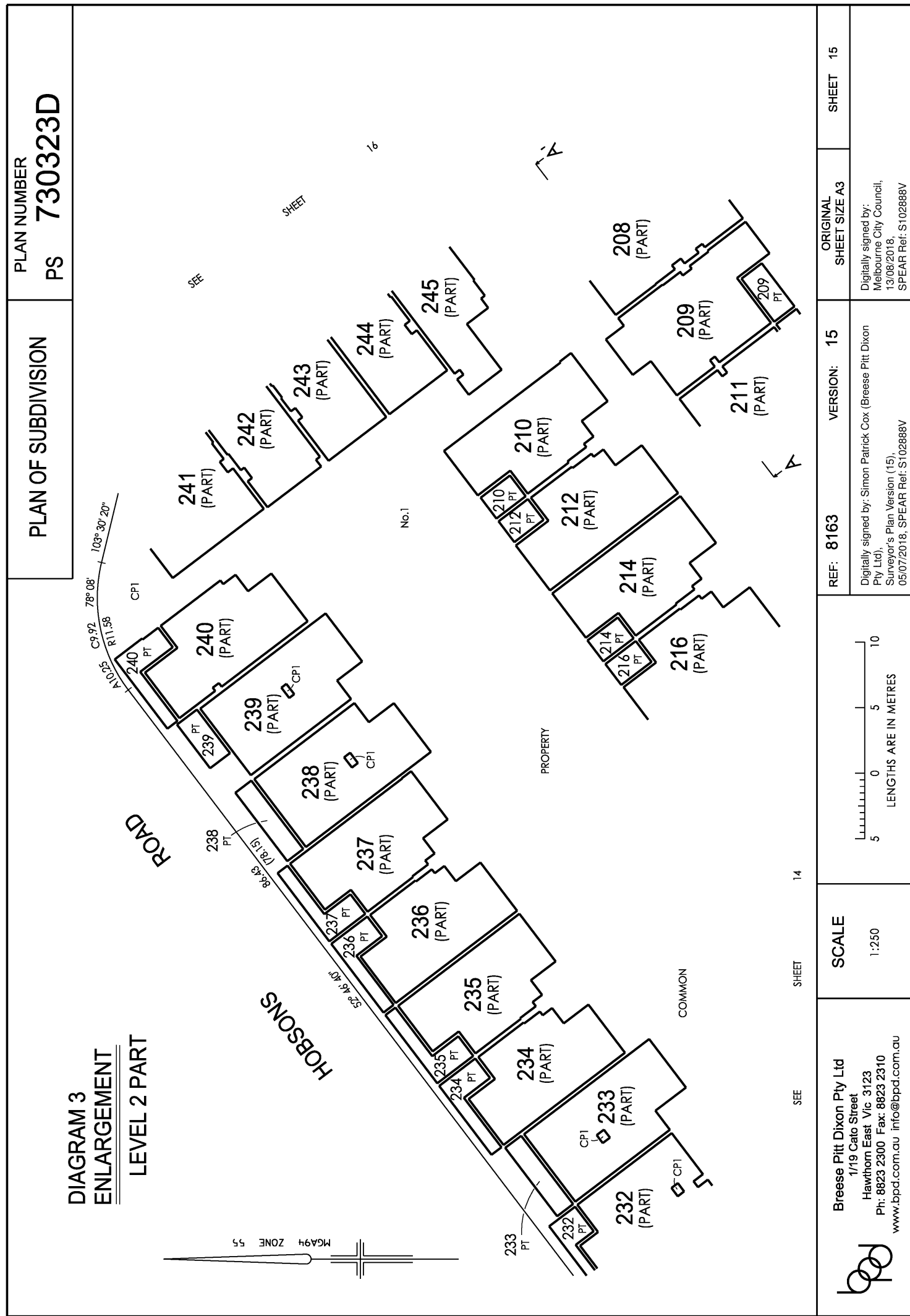










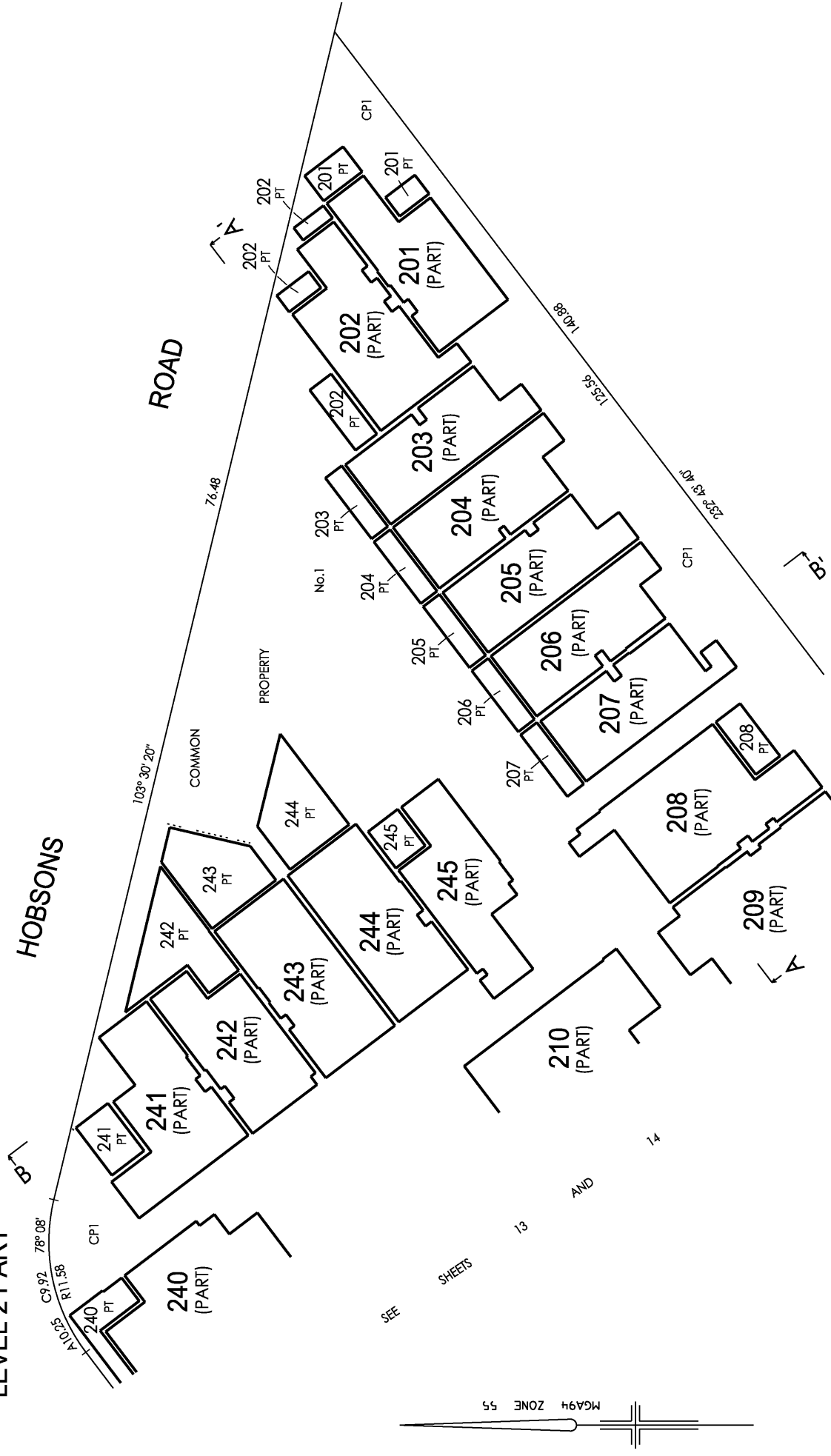


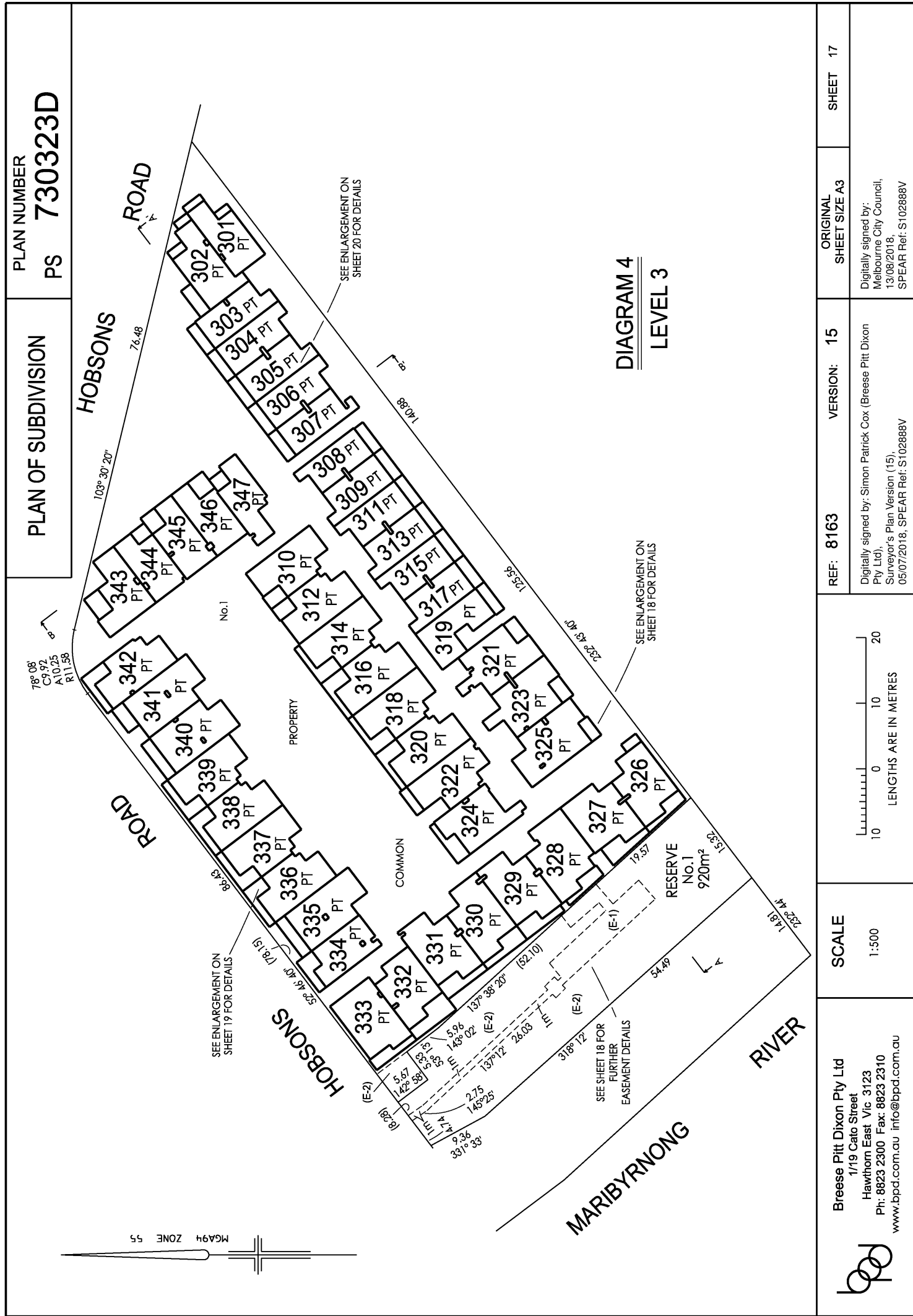
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ENLARGEMENT**

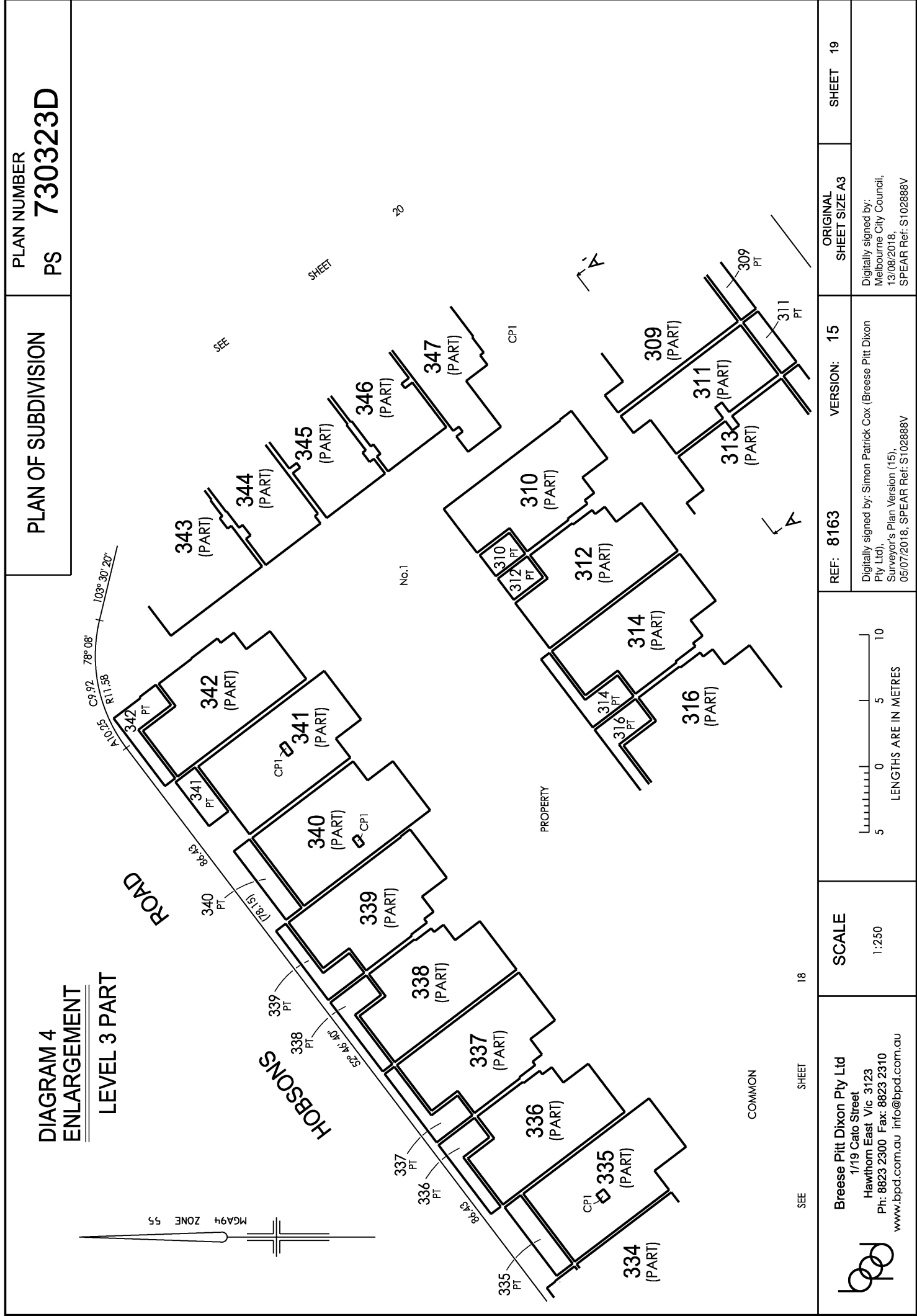
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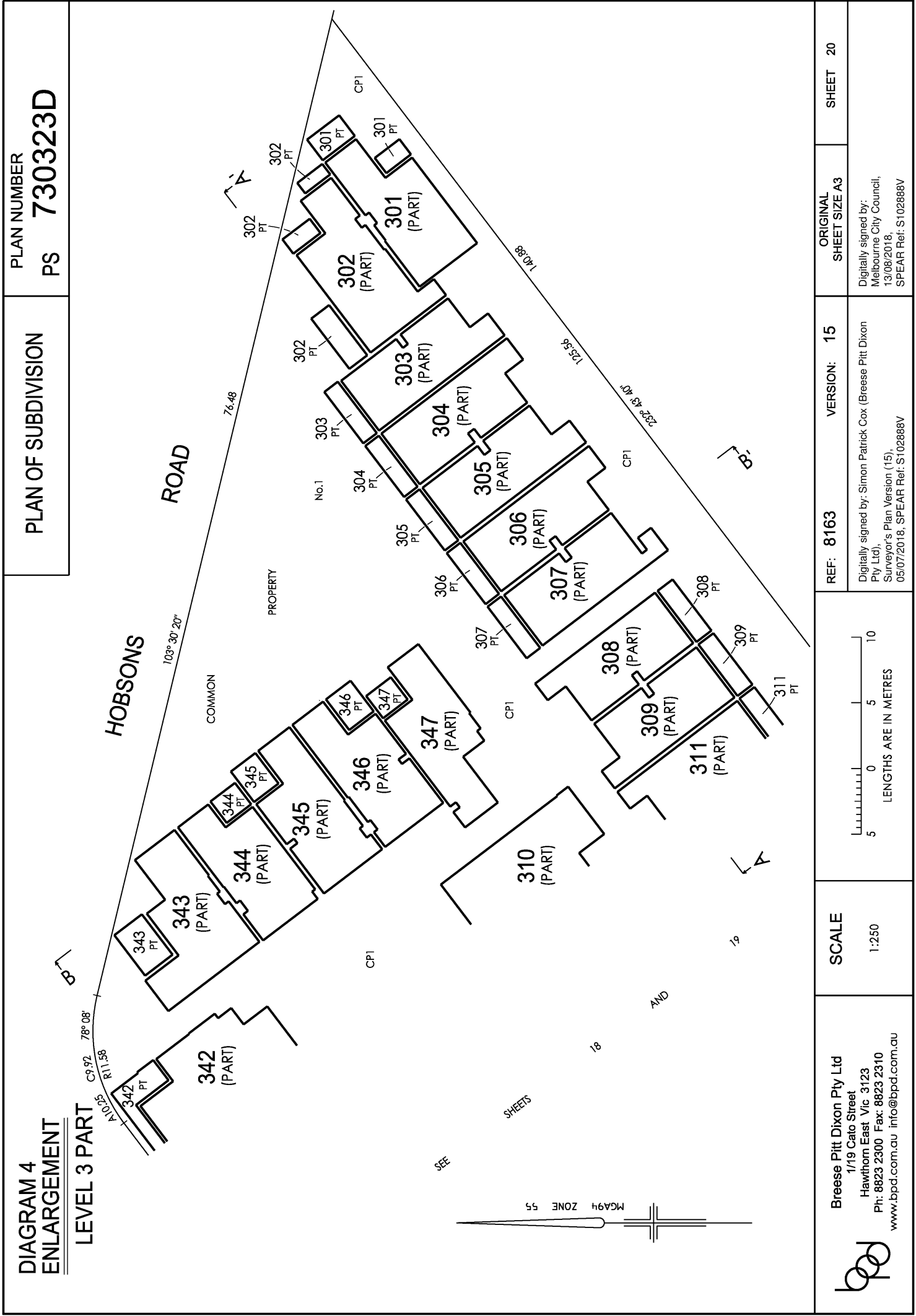
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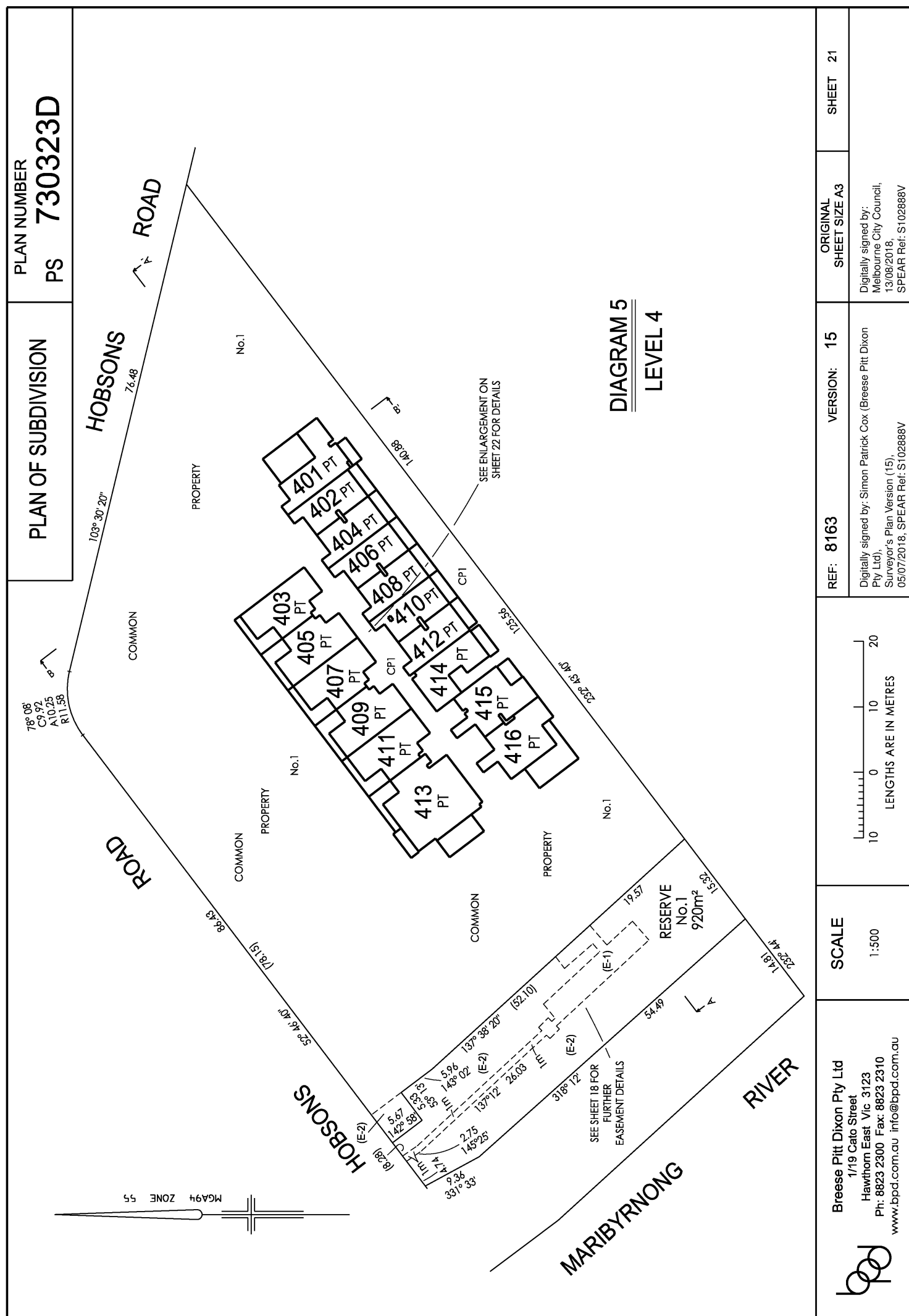
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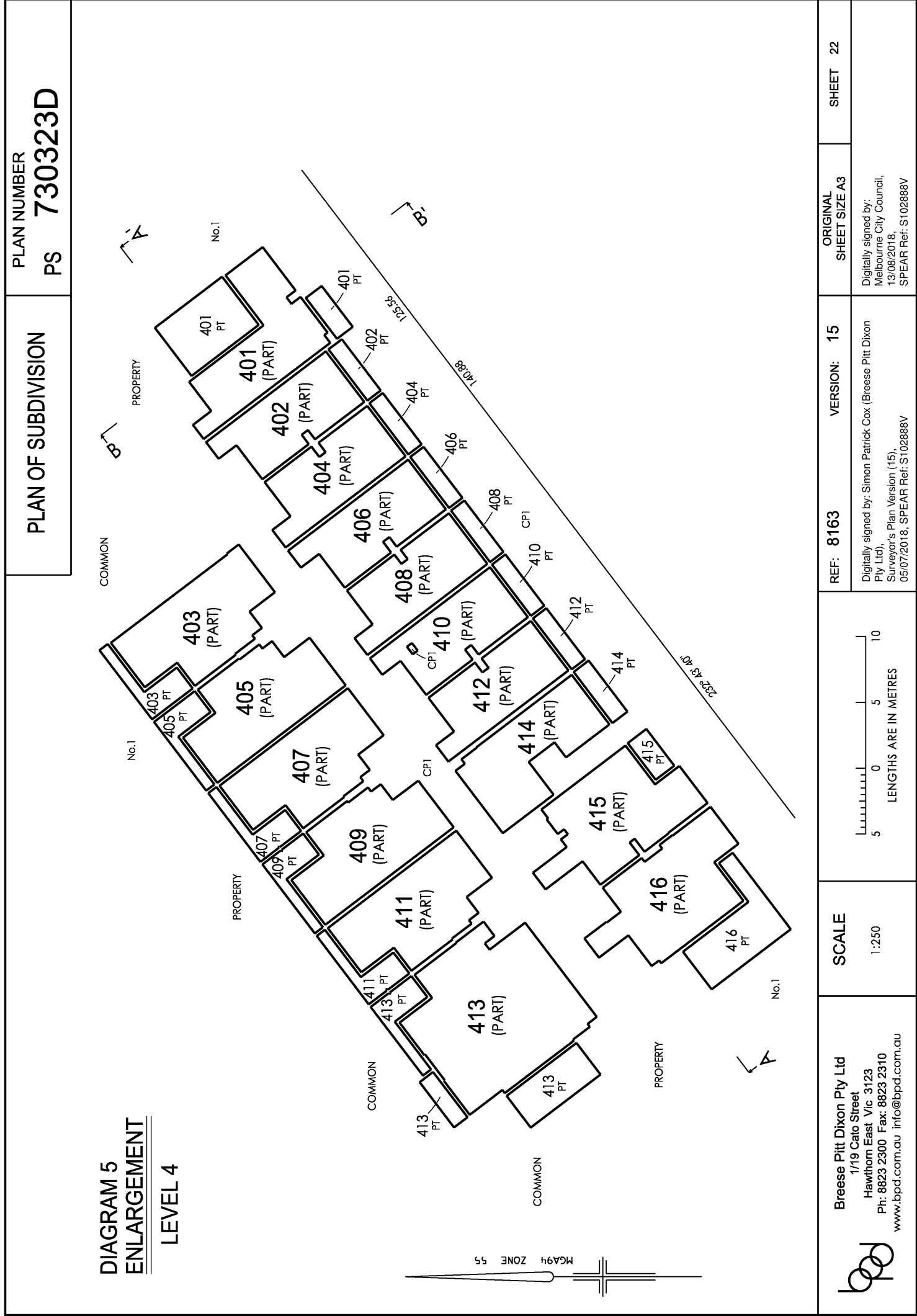


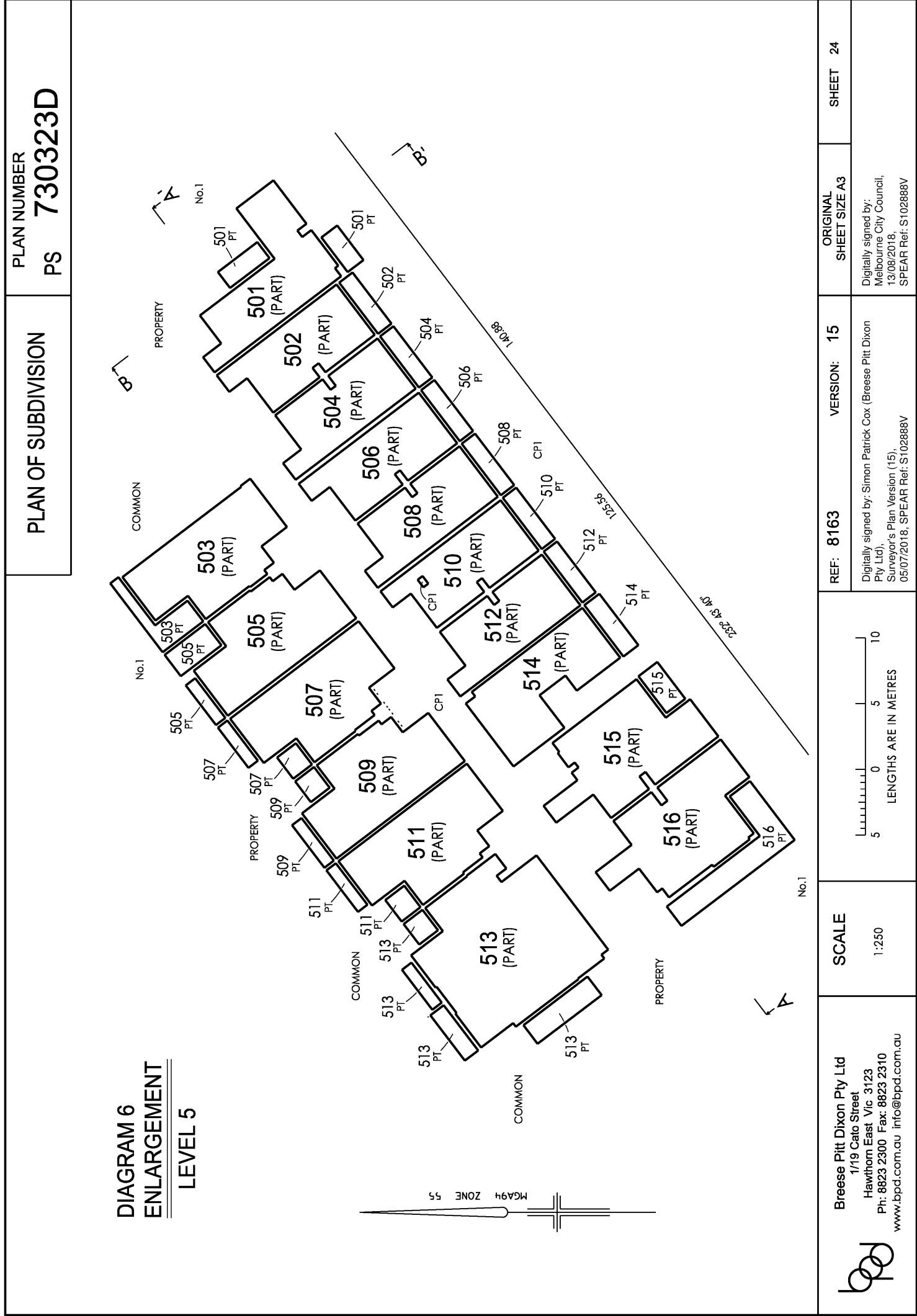


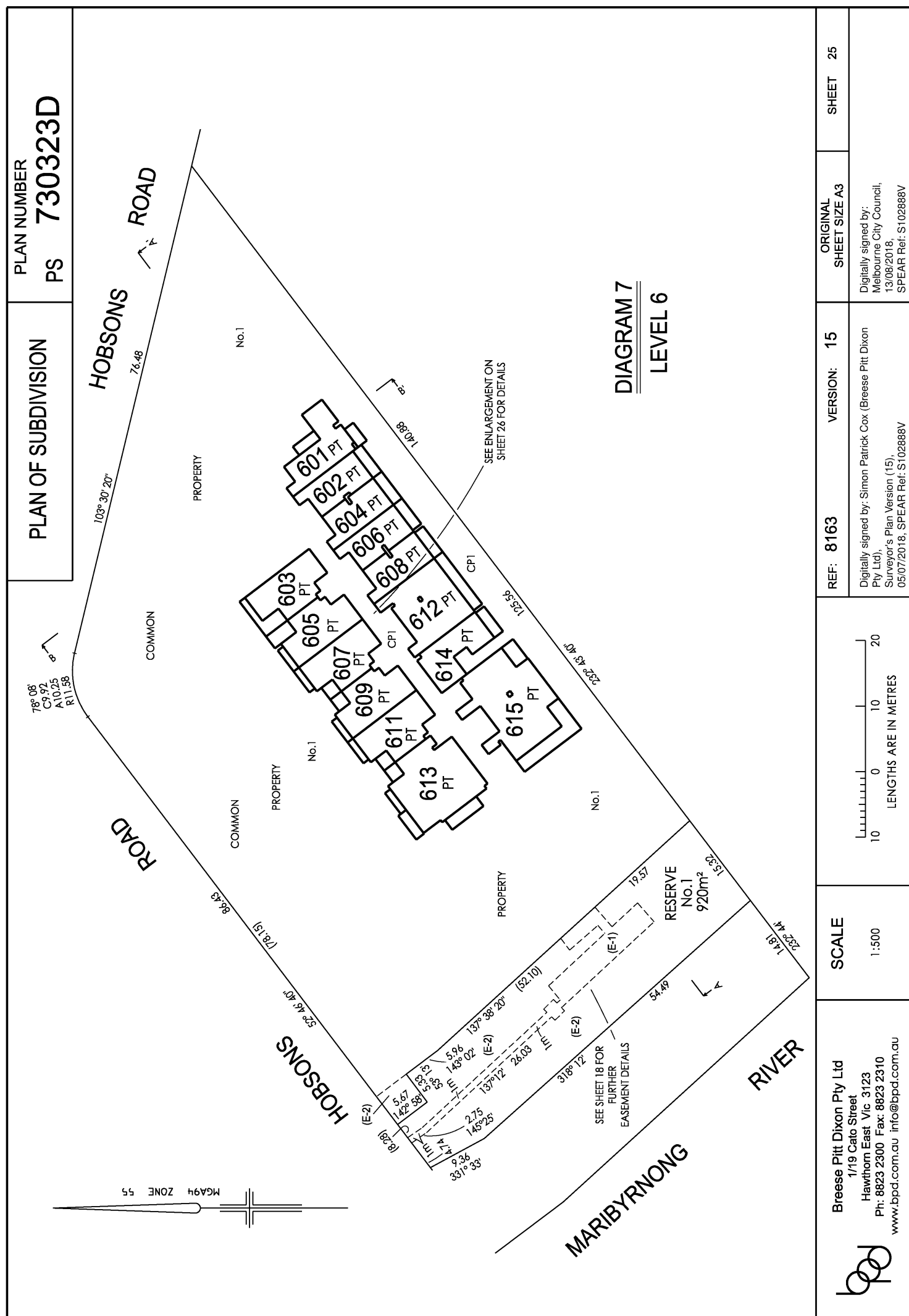


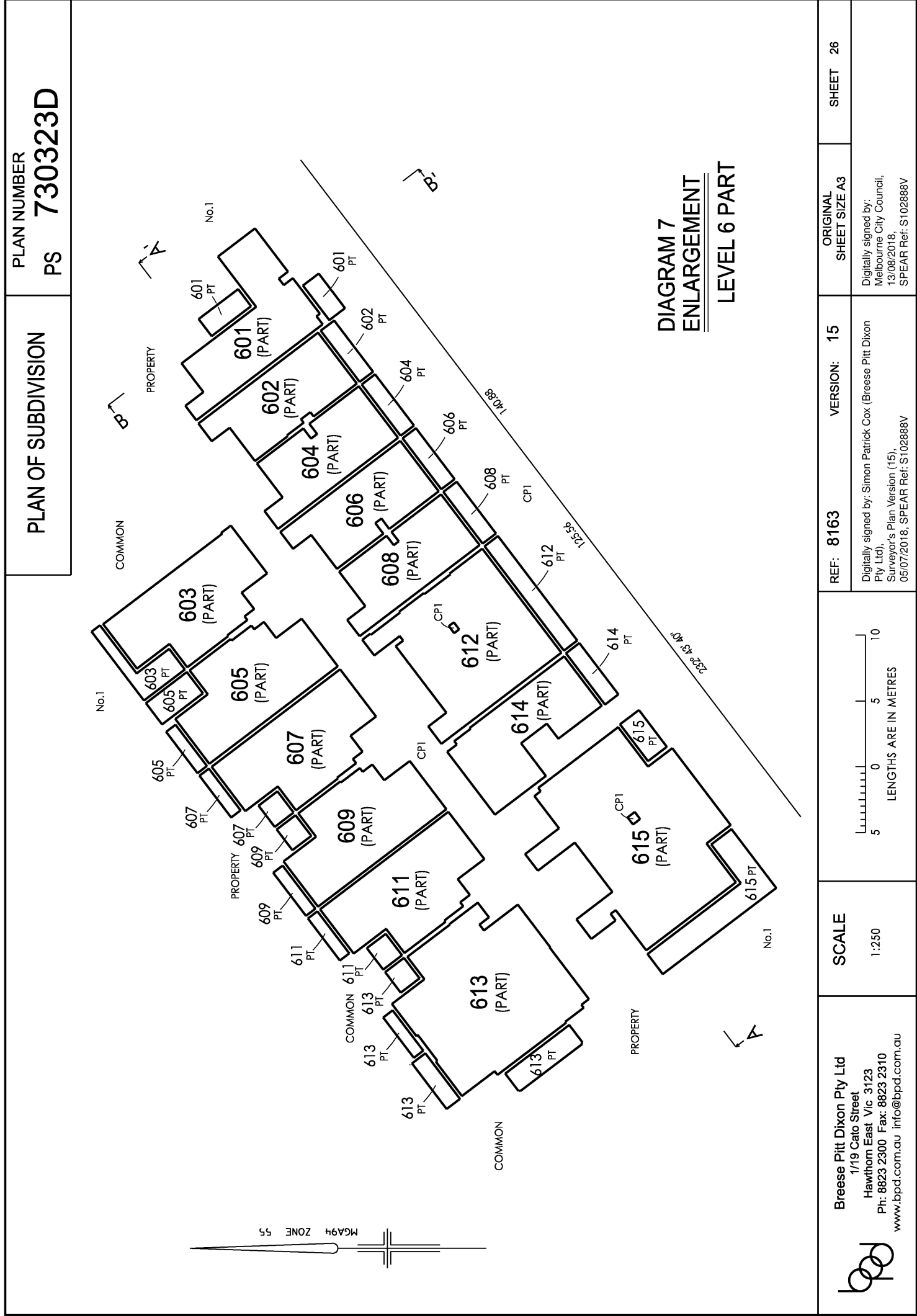












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AR341656X

**Application by a responsible authority for the making
of a recording of an agreement**

Section 181 Planning and Environment Act 1987

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Lodged by

Name: HUNT & HUNT

Phone: 0386029260

Address: LEVEL 5, 114 WILLIAM STREET MELBOURNE VIC 3000

Reference: CLG: 9553499

Customer code: 1188V

The responsible authority having made an agreement referred to in section 181(1) of the Planning and Environment Act 1987 requires a recording to be made in the Register.

Land:(volume and folio)

VOLUME 11018 FOLIO 059 AND VOLUME 11018 FOLIO 060.

Responsible authority:(full name and address, including postcode)

MELBOURNE CITY COUNCIL, TOWN HALL, 90 SWANSTON STREET MELBOURNE 3000

Section and act under which agreement is made:

SECTION 173 OF THE PLANNING AND ENVIRONMENT ACT 1987

A copy of the agreement is attached to this application:

Signing:

35271702A

181PEA

Page 1 of 2

THE BACK OF THIS FORM MUST NOT BE USED

Land Use Victoria contact details: see www.delwp.vic.gov.au/property>Contact us

AR341656X

**Application by a responsible authority for the making
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Section 181 Planning and Environment Act 1987

Privacy Collection Statement

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Certifications

- 1.The Certifier has taken reasonable steps to verify the identity of the applicant.
- 2.The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
- 3.The Certifier has retained the evidence supporting this Registry Instrument or Document.
- 4.The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

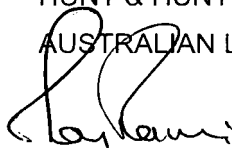
Executed on behalf of **MELBOURNE CITY COUNCIL**

Signer Name **TONY RAUNIC**

Signer Organisation **HUNT & HUNT**

Signer Role **AUSTRALIAN LEGAL PRACTITIONER**

Signature



Execution Date **10/08/2018**

35271702A

181PEA

Page 2 of 2

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^
NORTON ROSE FULBRIGHT

Dated 6 August 2018

Planning Agreement

Parties

Melbourne City Council
ACN 370 219 287

Melbourne Water Corporation
ACN 945 386 953

Contract Control Services Pty Ltd
ACN 007 453 965

Elisa de Wit
Norton Rose Fulbright Australia
RACV Tower, 485 Bourke Street
Melbourne VIC 3000
Tel: +61 (0)3 8686 6000
nortonrosefulbright.com
Our ref: 4007641

Contents

1	Definitions and interpretation	2
2	Obligations run with the Land	4
3	Specific Obligations of the Owner	4
4	Further Obligations of the Owner	4
5	Further assurance	5
6	Obligations of Melbourne Water	5
7	Agreement under section 173 of the Act	5
8	Owner's warranties	5
9	Planning objectives	5
10	Successors in title	6
11	Goods and services tax	6
12	General Matters	7
13	Commencement of Agreement	8
14	Amendment	8
15	Ending of Agreement	8
16	Counterparts	9
	Mortgagee's consent	12
	Mortgagee's consent	13
	Mortgagee's consent	14
	Schedule 1 Flood Response Plan prepared by Cardno dated 23 July 2018	15

Deed dated
Act 1987 (Act)

under section 173 of the *Planning and Environment*

Parties:

Melbourne City Council
of Melbourne Town Hall - Administration Building, 120 Swanston Street, Melbourne
(Responsible Authority)

Melbourne Water Corporation
of 990 La Trobe Street, Docklands in the State of Victoria
(Melbourne Water)

Contract Control Services Pty Ltd
of 35 Bakehouse Road, Kensington in the State of Victoria
(Owner)

Introduction

- A** The Responsible Authority is responsible for the administration and enforcement of the Planning Scheme under the provisions of the Act.
- B** The Owner is the registered proprietor or entitled to be registered as the proprietor of an estate in fee simple of the Land.
- C** The Land is subject to registered mortgages AL438196U, AN164415S and AQ318499C in favour of the Mortgagees. The Mortgagees have consented to the Owner entering into this Agreement.
- D** On 6 February 2014, the Responsible Authority issued the Planning Permit. The Planning Permit was subsequently amended on 25 January 2018 at the direction of the Victorian Civil and Administrative Tribunal (proceeding P1796/2017).
- E** This Agreement arises from the requirements of condition 36 of the Planning Permit.
- F** Condition 36 on the Planning Permit provides as follows:

"Prior to the completion of works excluding the raised pedestrian access/egress, the landowner/s must enter into a Section 173 Agreement with Council and Melbourne Water. The Agreement must be registered on the certificate of title to this land and all costs of drafting and registering the Agreement are to be borne by the landowner. The purpose of the agreement shall be to create and maintain an Emergency Flood Response Plan. The plan must be prepared and completed in consultation with an appropriately accredited risk management firm. Unless otherwise agreed in writing by Melbourne Water, the Emergency Response Plan must be completed no later than 12 months after the issuing of this permit."

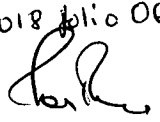
- G** Pursuant to condition 36 of the Planning Permit, the Owner has engaged Cardno to prepare the Flood Response Plan. A copy of the Flood Response Plan is included at Schedule 1 of this Agreement.
- H** The Parties enter into this Agreement to facilitate the requirements referred to in Recital F above.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Agreement:

- (1) **Act** means the *Planning and Environment Act 1987* (Vic);
- (2) **Agreement** means this document and any agreement executed by the Parties expressed to be supplemental to this document;
- (3) **Building** has the same meaning as in the Act;
- (4) **Business Day** means Monday to Friday excluding public holidays in Victoria;
- (5) **Flood Response Plan** means the Flood Response Plan generally in accordance with the plan prepared by Cardno dated 23 July 2018 attached at Schedule 1 of this Agreement;
- (6) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended) from time to time;
- (7) **Land** means the land described in certificate of title volume 11018 folio 059, lot no 1 on title plan 212978C and generally known as 71-113 Hobsons Road, Kensington in the state of Victoria;
and volume 11018 folio 060 
- (8) **Melbourne Water** means Melbourne Water Corporation (ABN 81 945 386 953) and includes its agents, officers, employees, servants, workers and contractors;
- (9) **Mortgagees** means ING Bank (Australia) Ltd, BC Hobson Pty Ltd and Jennifer Susan Moodie, being the persons registered or entitled to be registered as the mortgagee of the Land or any part of it;
- (10) **Owner** means the person registered or entitled to be registered by the Registrar of Titles as the proprietor of an estate in fee simple of the Land or any part of it and includes a mortgagee in possession;
- (11) **Owners Corporation** has the same meaning as in the *Subdivision Act 1988*, more particularly being the owners corporation incorporated by registration of a plan of subdivision in respect of the Land;
- (12) **Party or Parties** means the Parties to this Agreement but does not include a person who has transferred or otherwise disposed of all of their interests in the Land;
- (13) **Planning Permit** means the Planning Permit number TP-2013-87/B for use and development of the land for the purposes of a part 3, part 6 storey mixed use development, one retail and two commercial tenancies, and waiver of parking, bicycle parking and loading requirements including any plans endorsed under it;
- (14) **Planning Scheme** means the Melbourne Planning Scheme and any successor instrument or other planning scheme which applies to the Land;
- (15) **Responsible Authority** means the City of Melbourne or its successor as the authority responsible for administering and enforcing the Planning Scheme and includes its agents, officers, employees, servants, workers and contractors; and

- (16) **Speed Hump** means the raised pavement pedestrian path proposed to be constructed on Hobsons Road to the North of the Land, and shown at Appendix A of the Flood Response Plan.
- (17) **Tribunal** means the Victorian Civil and Administrative Tribunal or its successor.

1.2 Interpretation

- (1) Reference to:
 - (a) one gender includes the others;
 - (b) the singular includes the plural and the plural includes the singular;
 - (c) a person includes a body corporate;
 - (d) a Party includes the Party's executors, administrators, successors and permitted assigns;
 - (e) a thing includes the whole and each part of it separately;
 - (f) a statute, regulation, code or other law or a provision of any of them includes:
 - (i) any amendment or replacement of it; and
 - (ii) another regulation or other statutory instrument made under it, or made under it as amended or replaced; and
 - (g) dollars means Australian dollars unless otherwise stated.
- (2) "Including" and similar expressions are not words of limitation.
- (3) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (4) Headings and any table of contents or index are for convenience only and do not form part of this Agreement or affect its interpretation.
- (5) A provision of this Agreement must not be construed to the disadvantage of a Party merely because that Party was responsible for the preparation of the Agreement or the inclusion of the provision in the Agreement.
- (6) If an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day.
- (7) This Agreement does not in any way limit the application of the Act.

1.3 Parties

- (1) If a Party consists of more than 1 person, this Agreement binds each of them separately and any 2 or more of them jointly.
- (2) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (3) A Party which is a trustee is bound both personally and in its capacity as a trustee.

4.7 The Owner covenants and agrees not to make any claim for damages or loss of any kind against Melbourne Water for any damage or injury caused to the Land, Buildings, assets or materials on the Land or to any person on the Land by reason of flooding of the Land.

4.8 Access

The Owner must allow the Responsible Authority and Melbourne Water to enter the Land at any reasonable time to assess compliance with this Agreement.

4.9 Insurance

4.10 The Owners Corporation covenants and agrees that it will:

- (1) hold and maintain an insurance policy with a reputable insurer which provides cover of at least \$10 million for costs, expenses, losses or damages referable to this Agreement or any non-compliance with this Agreement; and
- (2) provide Melbourne Water with evidence of the insurance required by clause 4.10(1) within 10 Business Days of a written request by Melbourne Water.

4.11 The parties acknowledge that the amount specified in clause 4.10(1) may be varied if required by Melbourne Water acting reasonably.

5 Further assurance

Each Party covenants and agrees to promptly at its own cost do all things (including executing and if necessary delivering all documents) necessary or desirable to give full effect to this Agreement.

6 Obligations of Melbourne Water

Melbourne Water covenants and agrees to enforce this Agreement in accordance with its functions and obligations under the Water Act 1989 and the Act.

7 Agreement under section 173 of the Act

The Parties acknowledge and agree that this Agreement is made under section 173 of the Act.

8 Owner's warranties

Without limiting the operation or effect which this Agreement has, the Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Land.

9 Planning objectives

The Parties acknowledge that the provisions of this Agreement are intended to achieve or advance the objectives of planning in Victoria and the objectives of the Planning Scheme.

2 Obligations run with the Land

The obligations of the Owner under this Agreement, take effect as separate and several covenants which are annexed to and run at law and equity with the Land. If the Land is subdivided, this Agreement must be read and applied so that each subsequent owner of a lot is only responsible for those covenants and obligations which relate to that owner's lot.

3 Specific Obligations of the Owner

The Owner covenants and agrees that:

- (1) the Owner must adhere at all times to the recommendations and actions contained within the Flood Response Plan in relation to the management of potential flooding of the Land to the satisfaction of Melbourne Water; and
- (2) the Flood Response Plan will be reviewed after the completion of the Speed Hump and otherwise every 5 years and after each flood event, to ensure that the Flood Response Plan includes current flood levels for the Land. If flood levels have been revised, then the Flood Response Plan must be amended and provided to Melbourne Water; and
- (3) a copy of the Flood Response Plan must be kept in the foyer of the building on the Land and in the building manager's office.

4 Further Obligations of the Owner

4.1 Notice and registration

The Owner must bring this Agreement to the attention of all prospective purchasers, mortgagees, transferees and assigns.

4.2 Mortgagee to be bound

The Owner must obtain the consent of any mortgagee to be bound by the covenants in this Agreement if the Mortgagee becomes mortgagee in possession of the Land.

4.3 Registration of Agreement

The Owner must do all things necessary to enable the Responsible Authority to make an application to the Registrar of Titles to make a recording of this Agreement on the Certificate of Title to the Land in accordance with section 181 of the Act including the signing of any further agreement, acknowledgement or other document.

4.4 Responsible Authority's and Melbourne Water's Costs to be paid

The Owner must pay immediately on demand the reasonable costs of the Responsible Authority and Melbourne Water of and incidental to the preparation, execution and registration of this Agreement.

4.5 Indemnity

- 4.6 The Owners Corporation indemnifies the Responsible Authority and Melbourne Water against all costs, expenses, losses or damages that it may sustain, incur, suffer or be or become liable for or in respect of any suit, action, proceeding, judgment or claim brought by any person arising from or referable to this Agreement or any non-compliance with this Agreement or for any damage or injury caused to any person arising out of any non-compliance with or deficiency of the Flood Response Plan.

10 Successors in title

Without limiting the operation or effect which this Agreement has, the Owner must ensure that, until such time as a memorandum of this Agreement is registered on the title to the Land, successors in title must be required to:

- (1) give effect to and do all acts and sign all documents which will require those successors to give effect to this Agreement; and
- (2) execute a deed agreeing to be bound by the terms of this Agreement.

11 Goods and services tax

11.1 In this clause 11:

- (1) **GST** means GST as defined in *A New Tax System (Goods and Services Tax) Act 1999* as amended (**GST Act**) or any replacement or other relevant legislation and regulations;
- (2) words or expressions used in this clause which have a particular meaning in the **GST law** (as defined in the GST Act), any applicable legislative determinations and Australian Taxation Office public rulings, have the same meaning, unless the context otherwise requires;
- (3) any reference to GST payable by a Party includes any corresponding GST payable by the representative member of any GST group of which that Party is a member; and
- (4) any reference to an input tax credit entitlement by a Party includes any corresponding input tax credit entitlement by the representative member of any GST group of which that Party is a member.

11.2 Unless GST is expressly included, the consideration to be paid or provided under any other clause of this Agreement for any supply made under or in connection with this Agreement does not include GST.

11.3 To the extent that any supply made under or in connection with this Agreement is a taxable supply, the GST exclusive consideration to be paid or provided for that taxable supply is increased by the amount of any GST payable in respect of that taxable supply and that amount must be paid at the same time as the GST exclusive consideration is to be paid or provided.

11.4 A Party's right to payment under clause 11.3 is subject to a valid tax invoice being delivered by the supplier to the recipient of the taxable supply.

11.5 To the extent that a Party is required to reimburse or indemnify another Party for a loss, cost or expense incurred by that other Party, that loss, cost or expense does not include any amount in respect of GST for which that other Party is entitled to claim an input tax credit.

11.6 To the extent that any consideration to be paid or provided under this Agreement represents a decreasing or increasing adjustment because of an adjustment event in relation to a taxable supply:

- (1) the supplier must notify the recipient of the refund, credit or further amount payable on account of GST by the supplier issuing to the recipient an adjustment note (or a cancellation note together with a tax invoice) within 5 business days of becoming aware of the adjustment event; and

- (2) the supplier must provide a refund or credit to the recipient, or the recipient must pay a further amount to the supplier, as appropriate on account of GST within 10 business days of receipt of the adjustment note or tax invoice.

12 General Matters

12.1 Service of Notice

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and in addition to any other method of service provided by law may be served:

- (1) by delivering it personally on that Party; or
- (2) by sending it by pre paid post, addressed to that Party at the address set out in this Agreement or subsequently notified to each Party; or
- (3) by sending it by facsimile if it confirmed immediately in writing by the sending Party by hand delivery or pre paid post.

12.2 Time of Service

A notice or other communication is deemed served:

- (1) if delivered personally, on the next following business day;
- (2) if posted within Australia to an Australian address, two business days after the date of posting and in any other case, seven business days after the date of posting;
- (3) if sent by facsimile, on the next following business day unless the receiving Party has requested retransmission before the end of that day;
- (4) if received after 6.00pm in the place of receipt or on a day which is not a business day, at 9.00am on the next business day.

12.3 No Waiver

Any time or other indulgence granted by the Responsible Authority to the Owner or any variation of the terms and conditions of this Agreement or any judgement or order obtained by the Responsible Authority against the Owner do not in any way amount to a waiver of any of the rights or remedies of the Responsible Authority in relation to the terms of this Agreement.

12.4 Jurisdiction

- (1) The law of Victoria governs this Agreement.
- (2) The Parties submit to the non-exclusive jurisdiction of the courts of Victoria and of the Commonwealth of Australia.

12.5 Severability

If a court, arbitrator, tribunal or other competent authority determines that a word, phrase, sentence, paragraph or clause of this Agreement is unenforceable, illegal or void then it must be severed and the other provisions of this Agreement remain operative.

12.6 Disputes

- (1) If there is a dispute between the Parties concerning the interpretation or implementation of this Agreement, that dispute may be referred to the Tribunal for resolution to the extent permitted by the Act.
- (2) If there is a dispute concerning any matter which is not referable to the Tribunal under the Act, that dispute may be referred for arbitration by an Arbitrator agreed upon in writing by the Parties or, in the absence of such agreement the Chairman of the Victorian Chapter of the Institute of Arbitrators and Mediators, Australia or his nominee, for arbitration.
- (3) Where provision is made in this Agreement that any matter be done to the satisfaction of the Responsible Authority or any of its officers and a dispute arises in relation to such provision, the dispute may be referred to the Tribunal in accordance with section 149(1)(b) of the Act.
- (4) The Parties are be entitled to legal representation for the purposes of any arbitration or referral referred to in clauses (2) and (3). Unless the Arbitrator, Chairman, nominee or the Tribunal otherwise directs, each Party must bear its own costs.

12.7 No Fettering of Responsible Authority's or Melbourne Water's powers

The Parties acknowledge and agree that this Agreement does not fetter or restrict the power or discretion of the Responsible Authority or Melbourne Water to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certification of any plans of subdivision applicable to the Land or relating to any use or development of the Land.

13 Commencement of Agreement

Unless otherwise provided in this Agreement, this Agreement commences from the date of this Agreement.

14 Amendment

14.1 The Agreement may be amended:

- (1) when all of the Parties agree in writing to amend the Agreement wholly or in part as to any part of the Land; or
- (2) in accordance with Part 9 Division 2 of the Act.

14.2 If the Responsible Authority or the Owner seeks to amend this Agreement in accordance with section 178(b) of the Act, the Parties agree that the Responsible Authority must give notice of the proposal to amend this Agreement to Melbourne Water.

15 Ending of Agreement

15.1 This Agreement comes to an end within the meaning of section 177(1)(a) of the Act when all of the Parties agree in writing to end the Agreement wholly or in part or as to any part of the Land.

- 15.2 If the Responsible Authority or the Owner seeks to end this Agreement in accordance with section 177(2)(a) of the Act, the Parties agree that the Responsible Authority must give notice of the proposal to end this Agreement to Melbourne Water.
- 15.3 Once this Agreement ends, the Responsible Authority will, within a reasonable time, following a request from the Owner and at the cost of the Owner, complete and execute all documents necessary to make application to the Registrar of Titles under section 183(2) of the Act to cancel the recording of this Agreement on the Register.

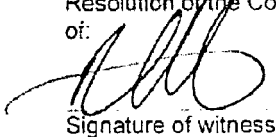
16 Counterparts

This Agreement may be executed in counterparts. Each counterpart is an original but the counterparts together are one and the same agreement. This Agreement is binding on the Parties on the exchange of the executed counterparts. A copy of the original executed counterpart sent by facsimile machine or email:

- (1) must be treated as an original counterpart;
- (2) is sufficient evidence of the execution of the original; and
- (3) may be produced in evidence for all purposes in place of the original.

Executed by the Parties as a deed and delivered on the date shown on the first page.

Signed sealed and delivered by
KATHERINE SMART on behalf of the
Melbourne City Council, pursuant to an
Instrument of Delegation authorised by
Resolution of the Council in the presence
of:



Signature of witness

Ryan Cottrell

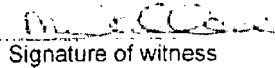
Name of witness
(BLOCK LETTERS)

18 Council Street, Clifton Hill
Address of witness



Signature of Katherine Smart

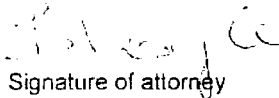
Signed sealed and delivered by
Melbourne Water Corporation by its
duly appointed attorney in the presence
of:



Signature of witness

BERNADETTE ROSA DENTE
Name of witness (BLOCK LETTERS)

General Counsel
Address of witness



Signature of attorney

BERNADETTE ROSA DENTE
Name of attorney (BLOCK LETTERS)

GENERAL COUNSEL
Position of attorney

Date of power of attorney: 26/07/2016

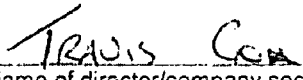
By executing this deed the attorney states
that the attorney has received no notice of
revocation of the power of attorney.

AR341656X

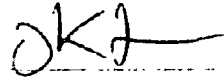
Executed by **Contract Control Services
Pty Ltd** ACN 007 453 965 in accordance
with section 127 of the *Corporations Act
2001*:



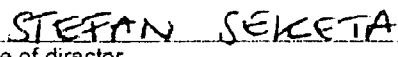
Director/company secretary



Name of director/company secretary
(BLOCK LETTERS)



Director



Name of director
(BLOCK LETTERS)

Mortgagee's consent

ING Bank (Australia) Ltd as Mortgagee of registered Mortgage No. AL438196U consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by Mortgagee:

Signed sealed and delivered for and on behalf of ING Bank (Australia) Ltd by its attorney under power of attorney number 2006-00116 and 201

Signature of witness

Eileen Tjhia

77 Castlereagh Street
Sydney NSW 2000

Address of witness

ATTORNEY 1

CHRISTOPHER PARKING
NAME

PARTNER
TITLE

ATTORNEY 2

PETER LUKA
NAME

PARTNER
TITLE

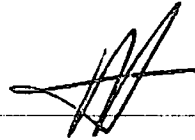
Mortgagee's consent

BC Hobson Pty Ltd as Mortgagee of registered Mortgage No. AN164415S consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by Mortgagee:

Signed sealed and delivered for and on
behalf of BC Hobson Pty Ltd by its
attorney
under power of attorney number

in the presence of:



Signature of witness

ANNA LEGGIO

Name of witness (BLOCK LETTERS)

14 Leicester St Preston

Address of witness

Mortgagee's consent

Jennifer Susan Moodie as Mortgagee of registered Mortgage No. AQ318499C consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes Mortgagee in possession, agrees to be bound by the covenants and conditions of this Agreement.

Executed by Mortgagee:

Signed sealed and delivered by Jennifer Susan Moodie in the presence of:

J Moodie



Signature of witness

RHIANNON MAY
Name of witness (BLOCK LETTERS)

35 BAKEHOUSE ROAD, KENSINGTON 3031
Address of witness

Schedule 1

Flood Response Plan prepared by Cardno dated 23 July 2018

Schedule 1

Flood Response Plan prepared by Cardno dated 23 July 2018

The plan which is Schedule 1 has been removed from this counterpart of the section 173 Agreement due to difficulties of the Titles Office with imaging for recording purposes.

A copy of the plan identified is included in each of the counterparts to this section 173 Agreement which are held by:

- The Responsible Authority;
- Melbourne Water Corporation; and
- The Owner of the Land as at the date the Agreement was executed.

A copy of the counterpart agreement together with Schedule 1 is available for inspection at the offices of the Responsible Authority during normal hours upon giving the Responsible Authority reasonable notice.



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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Produced: 02/09/2025 11:14:20 AM

OWNERS CORPORATION 1
PLAN NO. PS730323D

The land in PS730323D is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 140, 201 - 245, 301 - 347, 401 - 416, 501 - 516, 601 - 609, 611 - 615.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

URD.OCM LEVEL 1 333 DRUMMOND STREET CARLTON VIC 3053

AR524169R 05/10/2018

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. AR524424C 05/10/2018

Additional Owners Corporation Information:

OC040601W 22/08/2018

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 101	77	77
Lot 102	95	95
Lot 103	65	65
Lot 104	67	67
Lot 105	67	67
Lot 106	66	66



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/09/2025 11:14:20 AM

OWNERS CORPORATION 1
PLAN NO. PS730323D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 107	65	65
Lot 108	99	99
Lot 109	98	98
Lot 110	84	84
Lot 111	100	100
Lot 112	88	88
Lot 113	96	96
Lot 114	85	85
Lot 115	67	67
Lot 116	85	85
Lot 117	87	87
Lot 118	84	84
Lot 119	88	88
Lot 120	83	83
Lot 121	99	99
Lot 122	84	84
Lot 123	75	75
Lot 124	83	83
Lot 125	80	80
Lot 126	86	86
Lot 127	82	82
Lot 128	86	86
Lot 129	86	86
Lot 130	70	70
Lot 131	90	90
Lot 132	81	81
Lot 133	80	80
Lot 134	80	80
Lot 135	80	80



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/09/2025 11:14:20 AM

OWNERS CORPORATION 1
PLAN NO. PS730323D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 136	91	91
Lot 137	90	90
Lot 138	85	85
Lot 139	403	403
Lot 140	166	166
Lot 201	70	70
Lot 202	80	80
Lot 203	66	66
Lot 204	67	67
Lot 205	66	66
Lot 206	66	66
Lot 207	64	64
Lot 208	92	92
Lot 209	93	93
Lot 210	78	78
Lot 211	93	93
Lot 212	79	79
Lot 213	91	91
Lot 214	77	77
Lot 215	70	70
Lot 216	77	77
Lot 217	84	84
Lot 218	77	77
Lot 219	84	84
Lot 220	77	77
Lot 221	91	91
Lot 222	77	77
Lot 223	81	81
Lot 224	82	82



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/09/2025 11:14:20 AM

OWNERS CORPORATION 1
PLAN NO. PS730323D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 225	89	89
Lot 226	98	98
Lot 227	88	88
Lot 228	88	88
Lot 229	94	94
Lot 230	82	82
Lot 231	107	107
Lot 232	77	77
Lot 233	86	86
Lot 234	79	79
Lot 235	79	79
Lot 236	79	79
Lot 237	79	79
Lot 238	86	86
Lot 239	85	85
Lot 240	84	84
Lot 241	75	75
Lot 242	76	76
Lot 243	85	85
Lot 244	85	85
Lot 245	68	68
Lot 301	70	70
Lot 302	80	80
Lot 303	64	64
Lot 304	64	64
Lot 305	64	64
Lot 306	64	64
Lot 307	64	64
Lot 308	60	60



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/09/2025 11:14:20 AM

OWNERS CORPORATION 1
PLAN NO. PS730323D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 309	60	60
Lot 310	77	77
Lot 311	60	60
Lot 312	77	77
Lot 313	62	62
Lot 314	80	80
Lot 315	60	60
Lot 316	80	80
Lot 317	60	60
Lot 318	81	81
Lot 319	70	70
Lot 320	80	80
Lot 321	84	84
Lot 322	77	77
Lot 323	84	84
Lot 324	79	79
Lot 325	93	93
Lot 326	83	83
Lot 327	88	88
Lot 328	106	106
Lot 329	87	87
Lot 330	88	88
Lot 331	88	88
Lot 332	84	84
Lot 333	107	107
Lot 334	77	77
Lot 335	86	86
Lot 336	79	79
Lot 337	79	79



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/09/2025 11:14:20 AM

OWNERS CORPORATION 1
PLAN NO. PS730323D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 338	79	79
Lot 339	79	79
Lot 340	87	87
Lot 341	93	93
Lot 342	81	81
Lot 343	76	76
Lot 344	63	63
Lot 345	66	66
Lot 346	66	66
Lot 347	66	66
Lot 401	89	89
Lot 402	60	60
Lot 403	80	80
Lot 404	60	60
Lot 405	80	80
Lot 406	60	60
Lot 407	80	80
Lot 408	60	60
Lot 409	80	80
Lot 410	61	61
Lot 411	82	82
Lot 412	61	61
Lot 413	158	158
Lot 414	70	70
Lot 415	83	83
Lot 416	99	99
Lot 501	78	78
Lot 502	60	60
Lot 503	82	82



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/09/2025 11:14:20 AM

OWNERS CORPORATION 1
PLAN NO. PS730323D

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 504	60	60
Lot 505	81	81
Lot 506	60	60
Lot 507	78	78
Lot 508	60	60
Lot 509	79	79
Lot 510	60	60
Lot 511	84	84
Lot 512	60	60
Lot 513	154	154
Lot 514	70	70
Lot 515	82	82
Lot 516	98	98
Lot 601	79	79
Lot 602	62	62
Lot 603	82	82
Lot 604	60	60
Lot 605	82	82
Lot 606	61	61
Lot 607	79	79
Lot 608	60	60
Lot 609	79	79
Lot 611	78	78
Lot 612	126	126
Lot 613	155	155
Lot 614	71	71
Lot 615	192	192
Total	14751.00	14751.00



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 02/09/2025 11:14:20 AM

OWNERS CORPORATION 1
PLAN NO. PS730323D

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.

CITY OF MELBOURNE
LAND INFORMATION CERTIFICATE
(SECTION 121 LOCAL GOVERNMENT ACT 2020)

CERTIFICATE NO: 224026
DATE OF ISSUE: 02-Sep-2025
YEAR ENDING: 30-Jun-2026

- 1) This certificate provides information regarding Valuations, Rates, other monies owing and any orders and notices made under the Local Government Act 1958, Local Government Act 1989, Local Government Act 2020 or under a local law or by-law of the council.
- 2) This certificate is not required to include information regarding Planning, Health, Land Fill, Land Slip, flooding information or service easements. Information regarding these matters may be available from the council or relevant authority. A fee may be charged for such information.

Property situated at: Unit 310, Level 3, 77 Hobsons Road, KENSINGTON VIC 3031

Legal Description: Lot 310 PS730323D CT-12010/127

Valuation Date: 01-Jul-2025

Assessment No: 249609 9

Net Annual Value: 24,500 **Capital Improved Value:** 490,000 **Site Value:** 85,000

Owner recorded by Council: Mr Matthew Ryan Jacobson

RATES AND CHARGES
for the period 01/07/2025 to 30/06/2026

	Balance Owing
General Rates	\$ 956.90
Emergency Services and Volunteers Fund	\$ 220.77
Waste Services	\$ 0.00
Total Rebates	\$ -28.71
SUB TOTAL	\$ 1,148.96
Town Rate Arrears	\$ 0.00
Interest on overdue amounts	\$ 0.00
Legal Costs	\$ 0.00
Total Payments	\$ -287.24

TOTAL DUE **\$ 861.72**

The total due as shown on this certificate may change prior to settlement

Please note: After settlement, the responsibility for payment of outstanding rates rests with the purchaser. Please advise your client accordingly.

How to Pay

By Mail

To GPO Box 2158
Melbourne Vic 3001

In person

Melbourne Town Hall
Business Hours
Monday to Friday
Cash Payments not
accepted. Card payment
available.

Phone and Internet

Mastercard or Visa only

Tel: Call 1300 130453
Internet: www.melbourne.vic.gov.au/rates



Billers code: 79616
Ref: 102496099

OTHER INFORMATION

Local Government (General) Regulations

13(1)(d)(v)	Money owed for works under the Local Government Act 1958	Nil
13(1)(d)(vi)	Potential liability for rates under the Cultural and Recreational Lands Act 1963	N/A
13(1)(d)(vii)	Potential liability for land to become rateable under section 173 or 174A of the act	N/A
13(1)(d)(viii)	any money owed in relation to land under section 94(5) of the Electricity Industry act 2000	N/A
13(1)(d)(ix)	Any outstanding amount required to be paid for recreational purposes or any transfer of land to the council for recreational purposes under Section 18 of the Subdivision Act 1988 or LGA 1958.	Nil
13(1)(d)(x)	Money owed under Section 227 of the Local Government Act 1989	Nil
13(1)(d)(xi)	any environmental upgrade charge in relation to the land which is owed under section 27O of the City of Melbourne Act 2001	N/A
13(1)(e)	any notice or order on the land has continuing application under the Act, the Local Government Act 1958 or under a local law of the Council and, if so, the details of the notice or order	N/A



Applicants Reference 77961517-019-3:247675

Authorised Officer _____

Updates on this certificate will only be provided for a period of 90 days

For inquiries regarding this certificate:

Phone: 9658 9759
Email: rates@melbourne.vic.gov.au

To lodge Notice of Acquisition/Disposition

Mail: GPO Box 2158, Melbourne, VIC 3001
Email: propertydata@melbourne.vic.gov.au

LANDATA COUNTER SERVICES
LEVEL 13 697 COLLINS ST
DOCKLANDS VIC 3008

Information Statement Certificate

Reference number

77961517-028-5

Statement number

6506119842

Date of Issue 2 Sep 2025**Total amount**

\$551.28

Total amount to end of June 2026 and includes any unbilled amount

Please see page 2 for detailed information

Water Act, 1989, Section 158

This Statement details all tariffs, charges and penalties due and payable to Greater Western Water, as at the date of this Statement, and also includes tariffs and charges, (other than for water yet to be consumed), which are due and payable to the 30 June 2026 as well as any relevant orders, notices and encumbrances applicable to the property, described hereunder.

Property address UN 310/77 HOBSONS ROAD, KENSINGTON VIC 3031

Property number 3134440000

Lot on Plan 310\PS730323

Comments

Payment options

Greater Western Water ABN 70 066 902 467

**BPAY**

Billers code: **8789**

Ref: **28800400006**

Go to **bpay.com.au**

@Registered to BPAY
Pvt Ltd

ABN 69 079 137 518



Post Billpay

Australia Post

Billpay code: **0362**

Ref: **0288 0040 0008**

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



*362 028800400008

Annual Charges

Service charges

	Annual charge FY 2025 – 26	Frequency	Year to date billed amount	Outstanding amount
Residential Water Service Charge	\$224.25	Quarterly	\$56.52	\$0.00
Residential Sewer Service Charge	\$297.99	Quarterly	\$75.11	\$0.00
Parks	\$89.80	Quarterly	\$22.63	\$0.00
Waterways and Drainage	\$125.00	Quarterly	\$31.50	\$0.00
Total annual charges	\$737.04		\$185.76	\$0.00

Other charges and adjustments

Service charges owing for previous financial years	\$0.00
Adjustments	\$0.00
Total charges and adjustment	\$0.00

Outstanding charges

Current balance	\$0.00
Plus remainder service charges to be billed	\$551.28
Total charges	\$551.28

Volumetric Charges

Please note, this property was recorded as having been occupied by a tenant from 06/01/2023 and this statement does not include any volumetric charges from this date.

Disclaimer

Greater Western Water hereby certify that the information detailed in this statement is true and correct according to records held and that the prescribed fee has been received. However, Greater Western Water does not guarantee or make any representation or warranty as to the accuracy of this plan or associated details. It is provided in good faith as the best information available at the time. Greater Western Water therefore accepts no liability for any loss or injury suffered by any party as a result of any inaccuracy on this plan. The cadastral data included on this map originates from VICMAP Data and is licenced for re-use under Creative Commons License. Please refer to <https://www.propertyandlandtitles.vic.gov.au/> for any queries arising from information provided herein or contact Greater Western Water 13 44 99. This statement is valid for a period of 90 days from date of issue.

The applicable flood level for this property is RL 3.1 metres to Australian Height Datum (AHD). If further information is required please contact Melbourne Water on 131772.

Information available at Melbourne Water indicates that the property may be subject to flooding from Port Phillip Bay. The applicable highest sea level for Port Phillip Bay, based on a 1% probability of occurrence in any one year is 1.6 metres to Australian Height Datum. A licensed surveyor should be engaged to determine the exact effect of the flood level on the property. For further information please phone Melbourne Water on 9679-7517.

The Victorian Coastal Strategy identifies the need to plan for sea level rise of not less than 0.8 metres by 2100 when assessing risks and impacts associated with climate change. Melbourne Water, as the relevant floodplain management authority has identified that this property may be affected by increases to the mean sea level of Port Phillip Bay / Western Port. For further information please phone Melbourne Water on 9679 7517.

Where applicable, this statement gives particulars of Greater Western Water service charges as well as Parks Service and Waterways & Drainage service charges. Parks Service and Waterways & Drainage service charges are levied and collected on behalf of Parks Victoria and Melbourne Water Corporation respectively.

Section 274(4A) of the Water Act 1989 provides that all amounts in relation to this property that are owed by the owner are a charge on this property.

Section 275 of the Water Act 1989 provides that a person who becomes the owner of a property must pay to the Authority at the time the person becomes the owner of the property any amount that is, under Section 274(4A), a charge on the property.

General Information

If a special meter reading is required for settlement purposes please contact Greater Western Water on 13 44 99 at least 7 business days prior to the settlement date. Please note that results of the special meter reading may not be available for at least two business days after the meter is read. An account for charges from the previous meter read date to the special meter read date will be forwarded to the vendor of the property. Please visit Greater Western Water's website prior to settlement for an update on these charges and remit payments to Greater Western Water immediately following settlement-gww.com.au/information-statements. Updates of rates and other charges will only be provided for up to a period of 90 days from the date of issue.

Authorised Officer,



Rohan Charrett

General Manager, Customer Experience

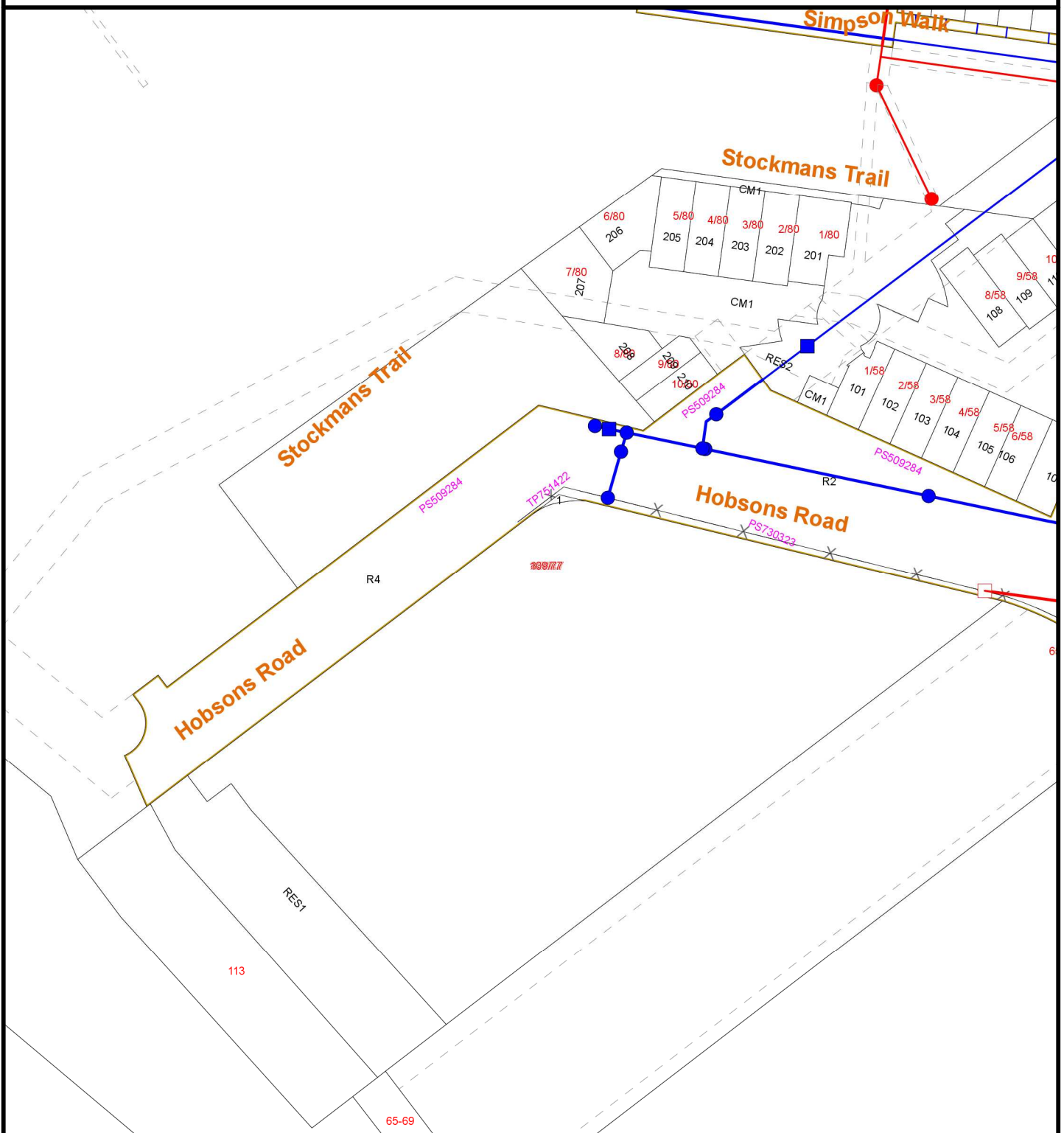
INFORMATION STATEMENT PLOT

Address :

UN 310/77 HOBSONS ROAD KENSINGTON VIC 3031

Reference :

PID000444313



Scale 1:1000
Printed on : 02/09/2025

Water Main DOES NOT traverse property
Sewer Main DOES NOT traverse property



Greater Western Water
36 Macedon St,
Sunbury
Locked Bag 350
Sunshine
VIC 3020
Ph: 134 499
www.gww.com.au

— Water Potable
— Water Recycled
— Sewer Main
— Abandoned Main

● Maintenance Shaft
□ Inspection Shaft
● Node / Valve
■ Hydrant



Disclaimer : The location of assets must be proved in the field prior to the commencement of work. A separate plan showing asset labels should be obtained for any proposed works. These plans do not indicate private services. Greater Western Water Corporation does not guarantee and makes no representation or warranty as to the accuracy or scale of this plan. This corporation accepts no liability for any loss, damage or injury by any person as a result of any inaccuracy in this plan.

Property Clearance Certificate

Land Tax



INFOTRACK / PERFECT CONVEYANCING SOLUTIONS

Your Reference:	25/0054
Certificate No:	93029320
Issue Date:	02 SEP 2025
Enquiries:	ESYSPROD

Land Address: UNIT 310, 77 HOBSONS ROAD KENSINGTON VIC 3031

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45207851	310	730323	12010	127	\$0.00

Vendor: MATTHEW JACOBSON
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR MATTHEW RYAN JACOBSON	2025	\$85,000	\$0.00	\$0.00

Comments:

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

Comments:

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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$505,000
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SITE VALUE (SV):	\$85,000
------------------	----------

CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00
--	--------



Notes to Certificate - Land Tax

Certificate No: 93029320

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

4. Pursuant to section 96 of the *Land Tax Act 2005*, if a purchaser of the land described in the Certificate has applied for and obtained a certificate, the amount recoverable from the purchaser by the Commissioner cannot exceed the amount set out in the certificate, described as the "Current Land Tax Charge and Vacant Residential Land Tax Charge" overleaf. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

6. A vendor is prohibited from apportioning or passing on land tax including vacant residential land tax, interest and penalty tax to a purchaser under a contract of sale of land entered into on or after 1 January 2024, where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$85,000

Calculated as \$500 plus (\$85,000 - \$50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,050.00

Taxable Value = \$505,000

Calculated as \$505,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 93029320

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 93029320

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / PERFECT CONVEYANCING SOLUTIONS

Your Reference: 25/0054

Certificate No: 93029320

Issue Date: 02 SEP 2025

Enquires: ESYSPROD

Land Address: UNIT 310, 77 HOBSONS ROAD KENSINGTON VIC 3031

Land Id	Lot	Plan	Volume	Folio	Tax Payable
45207851	310	730323	12010	127	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
120	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

This certificate is subject to the notes found on the reverse of this page. The applicant should read these notes carefully.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$505,000
SITE VALUE:	\$85,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93029320

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows any commercial and industrial property tax (including interest and penalty tax) that is due and unpaid on the land described in the Certificate at the date of issue.

Australian Valuation Property Classification Code (AVPCC)

3. The Certificate may show one or more AVPCC in respect of land described in the Certificate. The AVPCC shown on the Certificate is the AVPCC allocated to the land in the most recent of the following valuation(s) of the land under the *Valuation of Land Act 1960*:
 - a general valuation of the land;
 - a supplementary valuation of the land returned after the general valuation.
4. The AVPCC(s) shown in respect of land described on the Certificate can be relevant to determine if the land has a qualifying use, within the meaning given by section 4 of the *Commercial and Industrial Property Tax Reform Act 2024* (CIPT Act). Section 4 of the CIPT Act Land provides that land will have a qualifying use if:
 - the land has been allocated one, or more than one, AVPCC in the latest valuation, all of which are in the range 200-499 and/or 600-699 in the Valuation Best Practice Specifications Guidelines (the requisite range);
 - the land has been allocated more than one AVPCC in the latest valuation, one or more of which are inside the requisite range and one or more of which are outside the requisite range, and the land is used solely or primarily for a use described in an AVPCC in the requisite range; or
 - the land is used solely or primarily as eligible student accommodation, within the meaning of section 3 of the CIPT Act.

Commercial and industrial property tax information

5. If the Commissioner has identified that land described in the Certificate is tax reform scheme land within the meaning given by section 3 of the CIPT Act, the Certificate may show in respect of the land:
 - the date on which the land became tax reform scheme land;
 - whether the entry interest (within the meaning given by section 3 of the Duties Act 2000) in relation to the tax reform scheme land was a 100% interest (a whole interest) or an interest of less than 100% (a partial interest); and
 - the date on which the land will become subject to the commercial and industrial property tax.
6. A Certificate that does not show any of the above information in respect of land described in the Certificate does not mean that the land is not tax reform scheme land. It means that the Commissioner has not identified that the land is tax reform scheme land at the date of issue of the Certificate. The Commissioner may identify that the land is tax reform scheme land after the date of issue of the Certificate.

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification

must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

8. Commercial and industrial property tax (including any interest and penalty tax) is a first charge on the land to which the commercial and industrial property tax is payable. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid commercial and industrial property tax.

Information for the purchaser

9. Pursuant to section 27 of the CIPT Act, if a bona fide purchaser for value of the land described in the Certificate applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser is the amount set out in the Certificate. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

10. Despite the issue of a Certificate, the Commissioner may recover a commercial and industrial property tax liability from a vendor, including any amount identified on this Certificate.

Passing on commercial and industrial property tax to a purchaser

11. A vendor is prohibited from apportioning or passing on commercial and industrial property tax to a purchaser under a contract of sale of land entered into on or after 1 July 2024 where the purchase price is less than \$10 million (to be indexed annually from 1 January 2025, as set out on the website for Consumer Affairs Victoria).

General information

12. Land enters the tax reform scheme if there is an entry transaction, entry consolidation or entry subdivision in respect of the land (within the meaning given to those terms in the CIPT Act). Land generally enters the reform on the date on which an entry transaction occurs in respect of the land (or the first date on which land from which the subject land was derived (by consolidation or subdivision) entered the reform).
13. The Duties Act includes exemptions from duty, in certain circumstances, for an eligible transaction (such as a transfer) of tax reform scheme land that has a qualifying use on the date of the transaction. The exemptions apply differently based on whether the entry interest in relation to the land was a whole interest or a partial interest. For more information, please refer to www.sro.vic.gov.au/CIPT.
14. A Certificate showing no liability for the land does not mean that the land is exempt from commercial and industrial property tax. It means that there is nothing to pay at the date of the Certificate.
15. An updated Certificate may be requested free of charge via our website, if:
 - the request is within 90 days of the original Certificate's issue date, and
 - there is no change to the parties involved in the transaction for which the Certificate was originally requested.

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / PERFECT CONVEYANCING SOLUTIONS

Your Reference:	25/0054
Certificate No:	93029320
Issue Date:	02 SEP 2025

Land Address: UNIT 310, 77 HOBSONS ROAD KENSINGTON VIC 3031

Lot	Plan	Volume	Folio
310	730323	12010	127

Vendor: MATTHEW JACOBSON
Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 93029320

Power to issue Certificate

1. Pursuant to section 95AA of the *Taxation Administration Act 1997*, the Commissioner of State Revenue must issue a Property Clearance Certificate (Certificate) to an owner, mortgagee or bona fide purchaser of land who makes an application specifying the land for which the Certificate is sought and pays the application fee.

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
- Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
- The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 93029320 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 93029320 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
--	---	--

Property Information

Building Act 1993, Building Regulations 2018, Regulation 51.



CITY OF MELBOURNE

GPO Box 1603

Melbourne VIC 3001

Telephone (03) 9658 9658

DX210487

ABN 55 370 219 287

4 September 2025

Landata
PO Box 500
EAST MELBOURNE VIC 3002

Unit 310, Level 3, 77 Hobsons Road, KENSINGTON VIC 3031

Thank you for your building property application received 3 Sep 2025. Please find below the relevant information relating to your property enquiry.

Building Permits issued within the last 10 years

File Number: BP-2016-429

Description of Work: Demolition

Permits/Certificates Issued:

Building Permit - 1590/20160131/1

05-Feb-2016

Certificate of Final Inspection - 1590/20160131/1

18-Aug-2017

File Number: BP-2016-429/1

Description of Work: Stage 2 - Demolition of electrical substation

Permits/Certificates Issued:

Building Permit - 1590/20160131/2

24-Jun-2016

Certificate of Final Inspection - 1590/20160131/2

18-Aug-2017

File Number: BP-2016-2004

Description of Work: Stage 1 - Construction of mixed use building

Permits/Certificates Issued:

Building Permit - 1590/20161050/1

19-Aug-2016

Certificate of Final Inspection - 20161050/1 - STAGE 1

20-Jul-2017

File Number: BP-2016-2004/1

Description of Work: Stage 2 - Construction of mixed use building - carpark columns

Permits/Certificates Issued:

Building Permit - 1590/20161050/2

17-Mar-2017

Certificate of Final Inspection - 20161050/2

23-Aug-2018

File Number: BP-2016-2004/2

Description of Work: Stage 3 - Construction of mixed use building - Level 1 slab part pours 1 & 2

Permits/Certificates Issued:

Building Permit - 1590/20161050/3

03-Apr-2017

Certificate of Final Inspection - 20161050/3

23-Aug-2018

File Number: BP-2016-2004/3

Description of Work: Stage 4 - Level 1 slab part pours 3 to 8

Permits/Certificates Issued:

Building Permit - 1590/20161050/4

13-Apr-2017

Certificate of Final Inspection - 20161050/4

23-Aug-2018

File Number: BP-2016-2004/4

Description of Work: Stage 5 - Level 2 suspended slab only & all vertical structure

Permits/Certificates Issued:

Building Permit - 1590/20161050/5

15-Jun-2017

Certificate of Final Inspection - 20161050/5

23-Aug-2018

File Number: BP-2016-2004/5

Description of Work: Stage 6 - Level 3 suspended slab

Permits/Certificates Issued:

Building Permit - 1590/20161050/6

23-Jun-2017

Certificate of Final Inspection - 20161050/6

23-Aug-2018

File Number: BP-2016-2004/6

Description of Work: Stage 7 - Levels 4, 5, 6 & roof suspended slabs

Permits/Certificates Issued:

Building Permit - 1590/20161050/7

11-Aug-2017

Certificate of Final Inspection - 20161050/7

23-Aug-2018

File Number: BP-2016-2004/7

Description of Work: Stage 8 - Services and fitout to completion of all levels

Permits/Certificates Issued:

Building Permit - 1590/20161050/8

12-Oct-2017

Occupancy Permit - 1590/20161050/8

23-Aug-2018

Outstanding Building Notices or Orders

There are no outstanding Building Notices or Orders on this property.

Please contact us if you have any queries or require any further information.

Building Team – Planning and Building Branch

Telephone (03) 9658 9658

Email building@melbourne.vic.gov.auWeb www.melbourne.vic.gov.au

Your Ref 77978575-019-5

Our Ref 247754

Notes:

1. This Branch is only required to forward information in respect of an application for a Property Enquiry as set out in Regulation 51 of the *Building Regulations 2018*.

2. **Swimming pool and spa safety barriers**

Properties with swimming pools and/or spas must have suitable barriers to prevent young children from drowning.

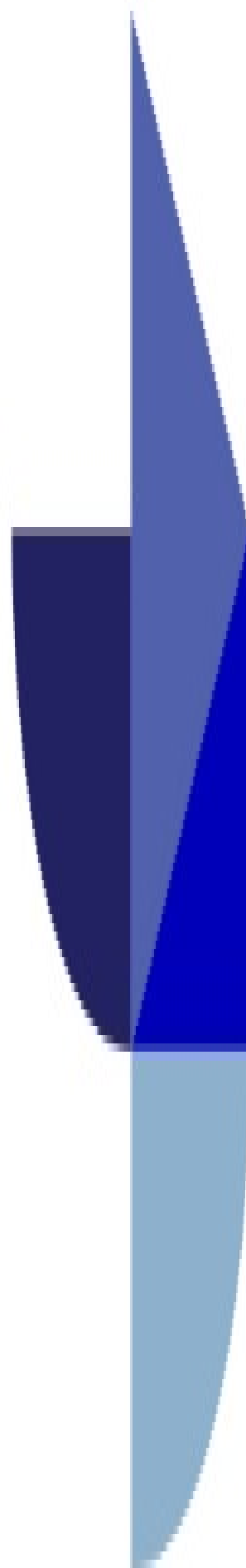
3. **Self contained smoke alarms**

Certain residential buildings must have smoke alarms to protect the occupants in the event of a fire.

For further information please contact Council's Building Control team on 9658 9658.

Please note that Council will be able to expedite any future requests if a legible copy of the relevant Certificate of Title is included. The subject property should be clearly identified on the Certificate.

SON







Date Request: Wednesday, 3 September 2025

**Authority****Applicant**

SOCM
Suite 1/67 Nicholson Street
Brunswick East VIC 3057

InfoTrack on behalf of Perfect Conveyancing Solutions
03 8609 4740
Client Reference: 25/0054

Property Details

Lot(s): Lot 310 on PS730323D

OC Number(s): 1/PS730323D

Address: 310/LEVEL 3 77 HOBSONS ROAD, KENSINGTON 3031

Owner: Matthew Ryan Jacobson

Settlement Date:

Please return certificate/s to **ownerscorp@infotrack.com.au**

	First Certificate/s	Additional Certificate/s	Sub Total
Standard (6-10 Business Days)	☒ @ 178.25 each	☐ @ 98.00 each	\$
Priority (3-5 Business Days)	☐ @ 267.38 each	☐ @ 147.00 each	\$
Priority Express (1-2 Business Days)	☐ @ 320.82 each	☐ @ 176.40 each	\$
Total (inc. GST)			\$178.25

Please find **enclosed**

- Title Search
- A receipt to acknowledge payment in the amount of \$178.25

Should you require any further information, or your company does not manage this property, please do not hesitate to contact our office on ownerscorp@infotrack.com.au or 03 8609 4740.

Yours faithfully,

Edward Chan
VIC Property Services Manager



Transaction ID: F509034033555
Description: SOCM

Status: Processed
Type: Direct Credit
Purpose:

Total amount: \$178.25
1 debit, 1 credit

APCA: 301500
Processing date: 03/09/2025

Date	Status History
03/09/2025 12:21:53 PM	Confirmed - Edward Chan
03/09/2025 12:41:50 PM	Authorised - Edward Chan
03/09/2025 12:41:59 PM	Processed

From accounts

BSB	Account Number	Account Name	Trace Account	Lodgement Reference Remitter	Amount
062009	200910876040	INFOTRACK VIC Processing	200910876040	SOCM INFOTRACK PTY LI	\$178.25

To accounts

BSB	Account Number	Account Name	Trace Account	Lodgement Reference Remitter	Amount
183334	303202659	State Owners Corp	200910876040	310/PS730323D INFOTRACK PTY LI	\$178.25

OWNERS CORPORATION CERTIFICATE

Section 151 Owners Corporations Act 2006 and Regulation 11 Owners Corporations Regulations 2007

OWNERS CORPORATION NO 1 PS730323D

Owners Corporation No: **PS730323D**

Property Address: **LOT 310/ 71-113 HOBSONS ROAD KENSINGTON 3031**

This certificate is issued for **LOT 310** on Plan of Subdivision No: **PS730323D**

The postal address of which is SOCM Pty Ltd, PO BOX 1068 Richmond North, VIC 3121

Applicant for the certificate is: Info Track

Address for delivery of certificate: ownerscorp@infotrack.com.au

Date that the application was received 03.09.2025

The information in this certificate is issued on: 11.09.2025

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

THIS CERTIFICATE IS ONLY VALID AS AT THE DATE OF CERTIFICATE ISSUE

Updates on Levies can be provided within **30 days** of the date of Certificate issue.

Please note: Updates are not provided via telephone and only provided in writing – info@socm.com.au

Any further updates and updated Certificates are required to be ordered and purchased via our website – www.socm.com.au

1. The current fees for the above lot are:

The current fees for the above lot are \$883.12 (Admin) & \$299.75 (Maint) for the period 01.07.25 – 30.09.25

2. The date to which the fees for the lot have been paid up to is:

30.09.25 - Please note that there is \$638.63 in credit in the owner's account.

3. The total of any unpaid fees or charges for the lot are:

NIL – Please note that there is \$638.63 in credit in the owner's account.

4. The special fees or levies which have been struck, and the dates on which they were struck and are payable are:

Nil

5. The owners corporation has performed or is about to perform the following repairs, work or act which may incur an additional charge to that set out above:

The Owners Corporation has engaged a flood engineer for consultancy for repairs to the basement structure to address flood egress issues. It is noted that the building is located within the Council's designated flood zone and any water egress mentioned is due to rising ground water. The objective of engaging the flood engineer is to identify the likely path of the water egress in the basement and provide rectification details and methodology to mitigate any future flood events.

6. The owners corporation presently has the following insurance cover

Insurer:	CHUBB INSURANCE
Broker:	Strata Insurance
Policy No:	02GS032019
Kind of Policy:	RESIDENTIAL STRATA INSURANCE PLAN
Building sum Insured:	\$104,590,216
Public Liability sum Insured:	\$30,000,000
Buildings covered:	71-113 HOBSONS ROAD, KENSINGTON VIC 3031
Renewal date:	30.06.2026

7. Has the owners corporation resolved that the members may arrange their own insurance, under Section 63?

No

8. The total funds held by the owners corporation

As at the date of issuing this certificate the total funds held by the owners corporation is the sum of \$793,117.06 (Admin/Maint) & \$327,417.42 (Investment Account)

The financial position is as follows;

Total Assets:	\$1,215,540.39
Total Liabilities:	\$62,135.25
Net Assets:	\$1,153,405.14

9. The owners corporation has no other known liabilities, other than those shown in other parts of this certificate, [except]:

Nil

10. The owners corporation has not granted any lease or licence, known to the owners corporation or entered into any agreement or contract which affects the common property [except]:**CONTRACTS – Available upon request.**

1. OC Management – SOCM
2. Building Management – Asset BM Building Management
3. Electricity supply – Seene (OCEMS)
4. Hot water supply - Origin Energy Retail Ltd
5. Gas supply – Origin Energy Retail Ltd
6. Lift Maintenance – Kone Elevators Pty Ltd
7. Waste management – Waste Wise Environmental
8. Cleaning – Leon's Property Maintenance & Care
9. Air conditioning maintenance – Chill Master
10. Fire alarm monitoring – Johnson Control Pty Ltd
11. Essential safety measures – FWSR

LICENCE AGREEMENTS – Available upon request.**a) Leases & Licences**

i. A licence in favour of the Building Manager (and any successors carrying out the same or similar function) over part of the common property to carry out the Building Manager's obligations under the Building Management Agreement.

ii. A licence in favour of the Developer (and any successors carrying out the same or similar function) over the common property (or part thereof):

- to grant occupancy and access rights in favour of the Commercial Lot owner(s) to the extent reasonably necessary for the effective operation of the businesses occupying the Commercial Lots, for so long as the Commercial Lots are used for non-residential purposes.

11. The owners corporation has not made any agreements to provide services to lot owners, occupiers or the public [except]:

Nil

12. The owners corporation has not been served with any notices or orders in the twelve months preceding the issuing of this certificate that have not been satisfied [except]:

Nil

13. The owners corporation is not a party to any legal proceedings or aware of any circumstances which may give rise to proceedings except:

The manager is not aware of any legal proceedings as at the date of issuing the certificate

14. The owners corporation has appointed a manager as follows -

Name of registered manager: SOCM Pty Ltd – ABN 44 160 641 145

Business Address: PO BOX 1068 Richmond North, VIC 3121

Registration Number: 000728

15. Has an administrator been appointed for the owners corporation, or has there been a proposal for the appointment of an administrator?

The manager is not aware of any proposal to appoint an Administrator as at the date of issuing the certificate

16. The minutes of the most recent AGM of the owners corporation are attached.

17. The rules of the owners corporation are the Special Rules, which are attached.

A copy of the Flood Response Plan is attached.

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: **SOCM Pty Ltd, PO BOX 1068 Richmond North, VIC 3121**

This owners corporation certificate was prepared by:



Sarah Awad of SOCM Pty Ltd as delegate of the owners corporation.

- THIS CERTIFICATE IS ISSUED ON THE FOLLOWING BASIS:
- The information contained in this certificate is correct to the best of the manager's knowledge at the date it is given.
- The information is subject to change without notice.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures.

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay.

Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

Flood Response Plan

Riverwalk Apartments: 71-89
Hobsons Rd, Kensington

V161305W



Prepared for
Contract Control Services Pty Ltd

23 July 2018



**FOLLOW RED DASHED LINE IF EXITING VIA FOOT DURING FLOOD EVENT
NO VEHICLES TO LEAVE BUILDING DURING FLOOD EVENT**

Document Information

Prepared for Contract Control Services Pty Ltd
Project Name Riverwalk Apartments: 71-89 Hobsons Rd, Kensington
File Reference V161305W Riverwalk Flood Response Plan V07.docx
Job Reference V161305W
Date 23 July 2018

Contact Information

Cardno Victoria Pty Ltd
Trading as Cardno
ABN 47 106 610 913

Level 4
501 Swanston Street
Melbourne
Victoria 3000 Australia

Telephone: (03) 8415 7777
Facsimile: (03) 8415 7788
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victoria@cardno.com.au
www.cardno.com

Document Control

V01	08/08/16	Jack Haywood	JH	Edward Henty	EH
V02	27/03/17	Sophie Cant	SC	Edward Henty	EH
V03	28/02/18	Ed Henty	EH	Ed Henty	EH
V04	11/06/18	Ed Henty	EH	Ed Henty	EH
V05	27/06/18	Kate Matthews	KM	Kate Matthews	KM
V06	11/07/18	Kate Matthews	KM	Kate Matthews	KM
V07	18/07/18	Kate Matthews	KM	Kate Matthews	KM
V08	23/07/18	Kate Matthews	KM	Kate Matthews	KM

Table of Contents

1	Introduction	4
2	Building Details	6
3	Risk Management	8
3.1	Flood Zoning	8
3.2	Nature and timing of flood	8
3.3	Key Risk Items	8
3.4	Flood Warning Mechanisms	8
3.4.1	Bureau of Meteorology	8
3.4.2	Visual	8
3.5	Notification of Risks to Potential Owners and Tenants	10
4	Actions	11
4.1	Flooding Period	11
4.2	Available Exit Modes Prior to Flooding	11
4.3	Available Exit Modes During Flooding	11
4.4	Maintenance of Plan	12
4.5	Action Plan	13
5	Recommendations	14
5.1	Key Risk Management Outcomes	14

Appendix A - Raised Pavement Pedestrian Exit Route – Nordon Jago Architects 2016

Figures

Figure 1-1	Site Location	4
Figure 1-2	Land subject to flooding in 100 year event.	5
Figure 2-1	Flood Level in relation to floor levels (red line)	6
Figure 2-2	Location of speed hump in relation to development	6
Figure 2-3	Proposed Dimensions for Speed Hump on Hobsons Road.	7
Figure 4-1	Pedestrian Exit Path During Flooding	11
Figure 4-2	Vehicle (yellow) and pedestrian (blue) Exit Paths prior to Flooding	12

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1 Introduction

Cardno have been engaged by Contract Control Services Pty Ltd to prepare a Flood Response Plan for an approved 6 storey development at 71-89 Hobsons Road, Kensington. The location of the development is shown in Figure 1-1 below.



Figure 1-1 Site Location

The planning permit for the development requires a Flood Response Plan (FRP) to be prepared to the satisfaction of Melbourne Water, and secured on title via an agreement under Section 173 of the *Planning and Environment Act 1987*.

Many areas of Melbourne are subject to inundation during peak 1 in 100 year events. It is a natural phenomenon and fact of topography and hydrology of the municipalities adjacent to waterways.

The purpose of a Flood Response Plan is to inform the Owners Corporation of the risks and procedures to be followed when a flood event is imminent, occurring and receding. The actions and recommendations of this report shall form part of the building handover documentation and Owners Corporation obligations to make all residents aware of the appropriate action to take given various situations that may occur.

This Flood Response Plan prepared also outlines to the relevant Authorities how informed decisions will be made regarding the safety of residents during times of flooding.

Figure 1-2 below shows that the entire property is subject to flooding in a 100 year flood event (100 year ARI), with a designated flood level of 2.71m AHD (Australian Height Datum).

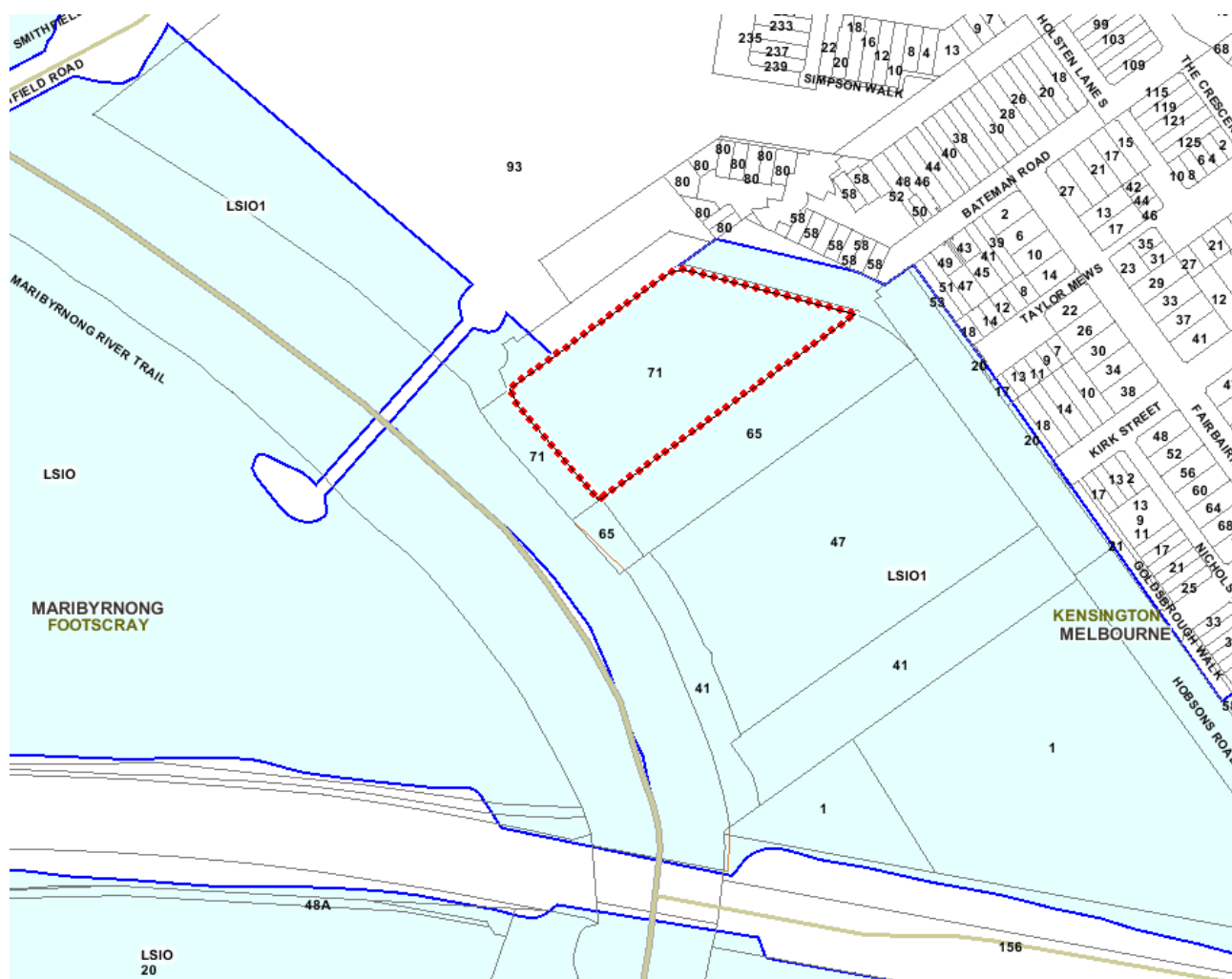


Figure 1-2 Land subject to flooding in 100 year event.

2 Building Details

The proposed building will be multistorey with car parking located at ground level. There will be a Building Manager onsite.

There are multiple entrance points into the development, with the lowest being at a level of 1.37m AHD. The main pedestrian access into the building is at 1.38m AHD. Entry to the ground level car park is from Hobsons Road, on the north-eastern side of the development at 1.4m AHD.

As shown in Figure 2.1 below, these access points are all located well below the 100 year flood level of 2.71m AHD and therefore cannot be safely used in a major flood event.



Figure 2-1 Flood Level in relation to floor levels (red line)

The designated access and egress point during a flood event is located at the north-west corner of the building, where a speed hump is proposed to be constructed across Hobsons Road. The apex of this speed hump has been designed to sit 100mm above the 100 year flood level, thereby allowing safe pedestrian egress via a connecting footpath. This is shown in Figure 2-2 below.

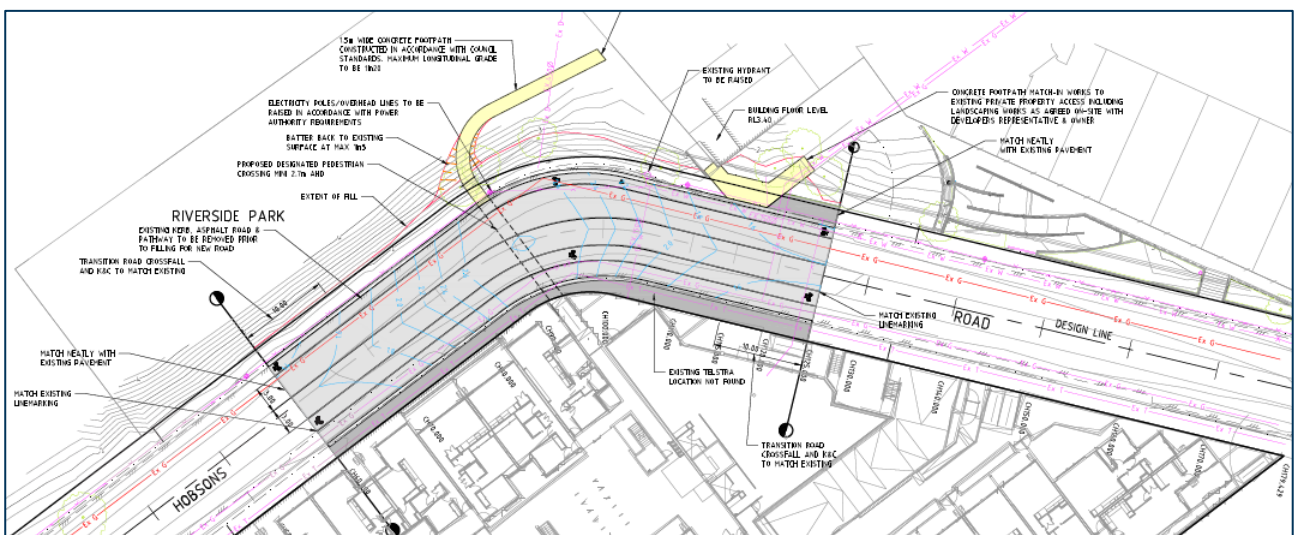


Figure 2-2 Location of speed hump in relation to development

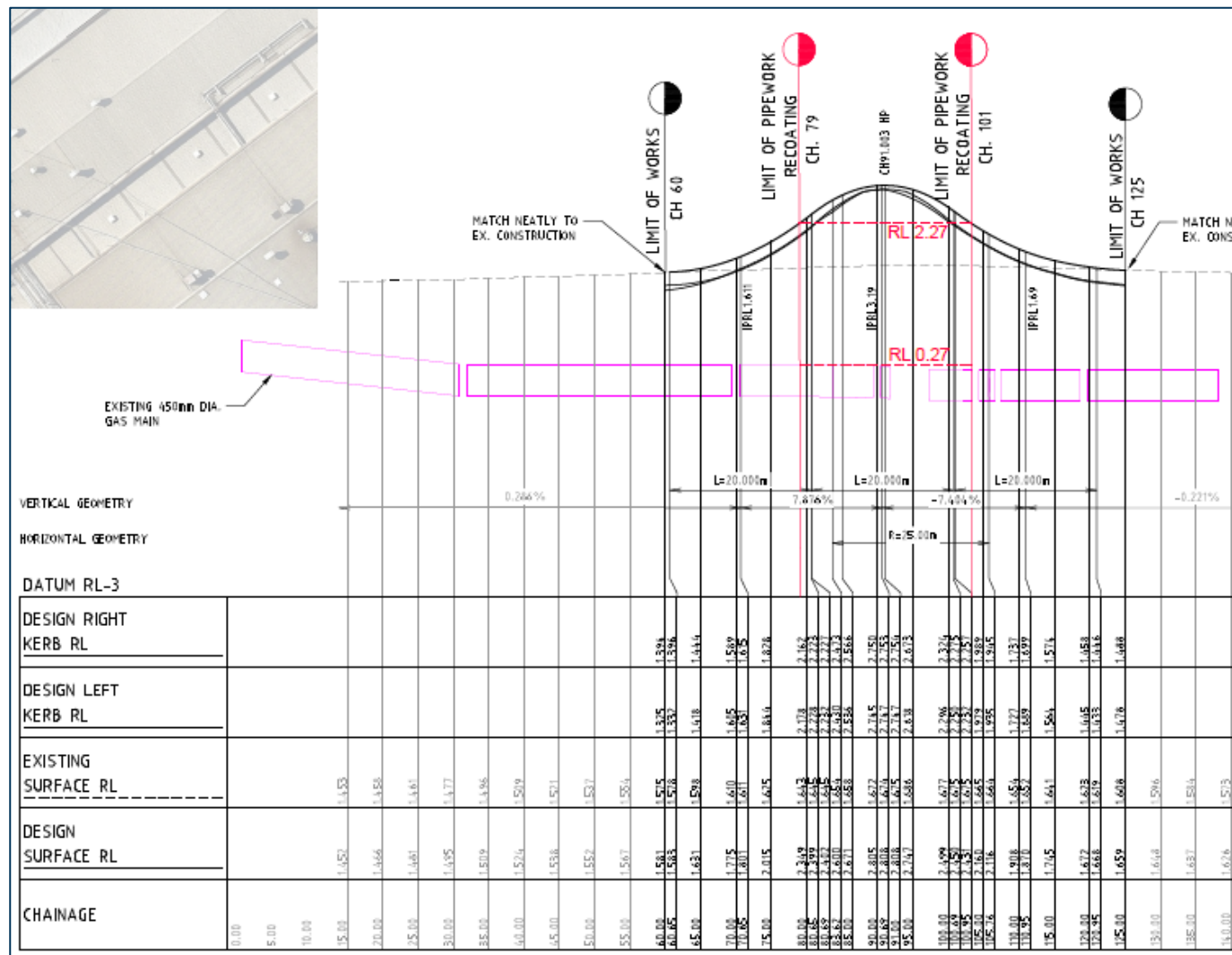


Figure 2-3 Proposed Dimensions for Speed Hump on Hobsons Road.

3 Risk Management

3.1 Flood Zoning

The property is in an area covered by the Land Subject to Inundation Overlay (LSIO). This overlay is typically applied to areas subject to riverine or creek flooding in a 100 year flood event (100 year ARI, or Average Recurrence Interval).

3.2 Nature and timing of flood

Inundation of the site occurs when the Maribyrnong River is in flood. The applicable 100 year ARI level is 2.71m AHD. Based on review of the hydrograph for the Maribyrnong River provided by Melbourne Water, the nature of the flood risk at the subject site is as follows:

- The duration of inundation at the site is estimated to be 48 hours in a 100 year ARI event, with the flood peak at 36 hours;
- A flood warning may be issued by the Bureau of Meteorology for the Maribyrnong River once water levels reach 1.00m AHD, at which time residents will have 3-5 hours warning before flood waters reach Hobsons Road, and 5-8 hours before flood waters rise to 1.75m AHD and the road becomes unpassable.
- Flood waters will remain above 1.75m AHD for 24 hours, during which time only pedestrian egress/access from the building will be available via the path over the speed hump. No safe vehicular access will be available for this time.

3.3 Key Risk Items

Residents are not to leave the building by vehicle during a flood event once flood depths are at 1.75m AHD (350mm deep) on Hobsons Road. Pedestrians may only leave the building during a flood event via the raised speed hump on the north side of the development on Hobsons Road.

Prior to construction of the raised speed hump, there will be no safe egress for either pedestrians or vehicles from the building, and consequently residents may be trapped for up to 24 hours in a major flood event.

Following construction of the raised speed hump, safe pedestrian access will be available. However, safe vehicular access may not be available for up to 24 hours, which is the time estimated by the applicable hydrograph for this part of the Maribyrnong River for flood depths on Hobsons Road to recede to 350mm.

3.4 Flood Warning Mechanisms

3.4.1 Bureau of Meteorology

The Bureau of Meteorology may issue a flood warning for the Maribyrnong River when flood waters rise to 1.00m AHD. Residents will have 5-8 hours from this warning to evacuate the building prior to flood waters rising in Hobsons Road to unsafe levels.

Warnings are found on The Bureau's home page which is www.bom.gov.au or by calling (03) 9669 4000

Local ABC radio (774AM) will broadcast flood warnings soon after issue by the Bureau of Meteorology.

3.4.2 Visual

Residents in river facing apartments will have clear views of rising water levels within the Maribyrnong River channel in advance of the flood peak. Rising water levels will also be visible from surrounding land and open space.

3.4.3 Building Manager

The onsite Building Manager will lock the garage doors when the flood depth indicator is at 1.75m AHD.

3.5 Notification of Risks to Potential Owners and Tenants

As required by the s173 Agreement, this plan identifies the process for the Owners Corporation to notify current, future and prospective owners and tenants of the flood risk associated with the land, as well as the evacuation route that is to be used during a flood event.

Measures for notification are:

- A s173 Agreement attached to the title will notify prospective owners of the flood risk associated with the land
- A copy of the Flood Response Plan to be included with contract of sale for all properties within the development.
- The Owners Corporation to supply a copy of this Flood Response Plan when notified of change of ownership for individual properties
- The Flood Response Plan to be included in “specific contract clauses” in rental leases for all properties within the development.
- The Owners Corporation to include review of flood response plan in the AGM agenda
- The Owners Corporation to undertake an annual check to ensure a copy of this Flood Response Plan is displayed the Foyer and available in the Building Managers office.
- The Owners Corporation to communicate to all occupants that:
 - o Prior to the speed hump being constructed across Hobsons Road, there will be no safe pedestrian or vehicular egress from the building in a major flood event, and residents may be trapped in their apartments for up to 24 hours until flood waters recede to trafficable levels.
 - o Following construction of the speed hump across Hobsons Road, pedestrian egress during a flood event is to be via the north-western exit however vehicular egress from the building may not be available for up to 24 hours until flood waters recede to trafficable levels.

4 Actions

The Owners Corporation will be required to monitor or make the residents aware of the Bureau of Meteorology flood warnings for the Maribyrnong River. This notification will include a time when the residents will have to decide to stay or leave.

4.1 Flooding Period

Prior to construction of the raised speed hump, there will be no safe egress for either pedestrians or vehicles from the building in a major flood event. Residents may be trapped within the building for up to 24 hours.

Following construction of the raised speed hump in Hobsons Road, safe pedestrian egress from the building will be available from the pedestrian exit on the north-western side of the building only, via the path across the speed hump. Safe vehicular access from the building may not be available for up to 24 hours, which is the time estimated by Melbourne Water for flood depths on Hobsons Road to recede to.

4.2 Available Exit Modes Prior to Flooding

Once residents have made a decision to leave the building by vehicle, they are advised to exit the car park into Hobsons Road and then drive south-east along Hobsons Road. They are then advised to turn left on Batemans Road.

Once residents have made a decision to leave the building via the pedestrian exit on the north-western side of the development, they are advised to walk over the speed hump to the north side of the road and through to Riverside Park.

The pedestrian and vehicle exit paths are shown in Figure 4-1 and Figure 4-2 below.

4.3 Available Exit Modes During Flooding

Residents are not to leave the building by vehicle during a flood event where the flood level is 1.75m AHD or greater. A Flood depth level indicator located on the inside of the garage door after the apex will indicate flood depth. Signage along with the depth indicator is recommended on the inside of the building to warn residents of the risks of turning east on Hobsons Road and to warn not to do so if the road is flooded.

Pedestrians can exit during a flood event at the entry/exit door on the north side of the development and following the path over the speed hump (red dashed line) up to Riverside Park as shown in Figure 4-1 below.

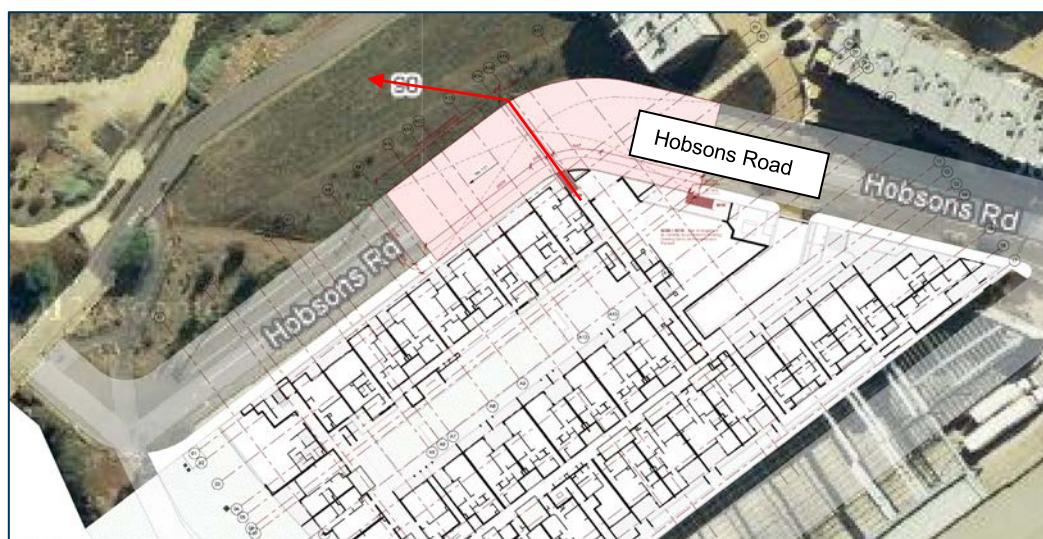


Figure 4-1 Pedestrian Exit Path During Flooding



Figure 4-2 Vehicle (yellow) and pedestrian (blue) Exit Paths prior to Flooding

4.4 Maintenance of Plan

The manager of the Owners Corporation (Body Corporate) is responsible for the maintenance of this plan.

This plan needs to be reviewed and updated following the construction of the speed hump, and every 5 years and/or following a 100 year flood event thereafter, to ensure the following:

- Inclusion of current flood levels for the property (Contact Melbourne Water). If flood levels have been revised then the Flood Response Plan needs to be amended.
- Ensure a copy of this plan is located in the main entry foyer and the Building Manager's office.

4.5 Action Plan

Action	Timing	Responsibility
Maintenance of Plan	Every 5 years or after flood event	Manager of the Owners Corporation (Body Corporate)
Notification of Residents of Flood Warning	When issued by BOM	Manager of the Owners Corporation (Body Corporate)
Shutting of Garage Door when Flood Levels reach 1.75m AHD	When Flood Levels reach 1.75m AHD on depth indicator	Manager of the Owners Corporation (Body Corporate)
Copy of Flood Response Plan in foyer and Building Manager's office	Every 12 months	Manager of the Owners Corporation (Body Corporate)
Flood Response Plan distribution included as AGM item	Every 12 months	Manager of the Owners Corporation (Body Corporate)

5 Recommendations

5.1 Key Risk Management Outcomes

- Owners Corporation to notify residents when flood warnings are issued for the Maribyrnong River.
- Residents to decide upon 'stay or go' action within 5 hours of a Flood Warning being issued for the Maribyrnong River.
- Residents are not to leave the building by vehicle during a flood event once flood depths are at 1.75m AHD (350mm deep) on Hobsons Road. On-site Building Manager to lock the garage door when flood levels meet this height.
- During flood events the only pedestrian exit is on the north side of the development on Hobsons Road, over the speed hump to the other side of the road and up to Riverwalk Park.
- Prior to the speed hump being constructed in Hobsons Road, residents that choose not to leave during a flood event may have to wait for up to 24 hours for flood waters to recede to a point where safe pedestrian and vehicular egress is available.
- Following construction of the speed hump, safe vehicular egress from the site may not be available for up to 24 hours until flood depths in Hobsons Road recede to trafficable levels (350mm, or 1.75m AHD)
- Signage, along with depth indicators, to be located at entry and exits explaining what happens in a flood event. These signs also should be placed at locations in the lower building levels before residents enter the car lift.
- The Flood Response Plan to be reviewed/updated following construction of the speed hump and every 5 years thereafter, and/or following a flood event.

A COPY OF THIS FLOOD RESPONSE PLAN IS TO BE AVAILABLE IN THE BUILDING MANAGERS OFFICE AND THE FOYER

APPENDIX A

Raised Pavement Pedestrian Exit Route – Dalton Consulting Engineers 2018

71-89 HOBSONS ROAD

KENSINGTON

MELBOURNE CITY COUNCIL

FOR

BANARAS CONSTRUCTION MANAGEMENT AND DEVELOPMENTS PTY LTD

CIVIL DRAWINGS

ROAD AND DRAINAGE

DCE REF : 12673

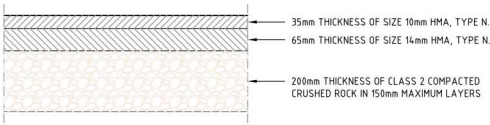
**NOT TO BE USED FOR
CONSTRUCTION**

GENERAL NOTES

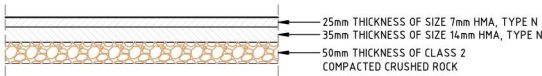
1. ALL LEVELS ARE TO AUSTRALIAN HEIGHT DATUM AND ALL COORDINATES ARE TO MAP GRID OF AUSTRALIA (MGA) ZONE 55.
2. ALL WORKS TO BE CARRIED OUT IN ACCORDANCE WITH **AS4000** GENERAL CONDITIONS OF CONTRACT, THE ROAD & DRAINAGE SPECIFICATION, APPROVED CITY OF MELBOURNE SPECIFICATION AND STANDARD DRAWINGS, AND TO THE SATISFACTION OF THE SUPERINTENDENT AND THE CITY ENGINEER OR HIS REPRESENTATIVE.
3. A PRE-COMMENCEMENT MEETING WITH COUNCIL IS TO BE ARRANGED PRIOR TO COMMENCEMENT OF THE WORKS.
4. ALL SERVICE AUTHORITIES SHALL BE NOTIFIED IN WRITING SEVEN DAYS PRIOR TO COMMENCEMENT OF THE WORKS.
5. TBM'S TO BE RE-ESTABLISHED BY THE LICENSED SURVEYOR IF FOUND TO BE MISSING AT THE COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR WILL BE RESPONSIBLE FOR CARE AND MAINTENANCE OF TBMS THEREAFTER.
6. ALL EXISTING SURFACE LEVELS SHOWN ON THE ENGINEERING DRAWINGS HAVE BEEN INTERPOLATED FROM A DIGITAL TERRAIN MODEL. THESE LEVELS HAVE BEEN USED AS THE BASIS FOR ALL ENGINEERING DESIGN AND DETERMINATION OF QUANTITIES.
7. THE CONTRACTOR SHALL ENSURE THAT WORKS WITHIN ROADWAYS ARE TO CONFORM TO THE 'CODE OF PRACTICE FOR WORKSITE SAFETY - TRAFFIC MANAGEMENT (2010)' UNDER THE ROAD MANAGEMENT ACT 2004 AND THE ROAD SAFETY ACT 1986. THE CONTRACTOR SHALL ALSO ENSURE THAT WORKS ARE TO THE APPROVAL OF THE COORDINATING ROAD AUTHORITY UNDER THE ROAD MANAGEMENT ACT 2004.
8. PREPARATION OF THE TRAFFIC MANAGEMENT PLAN AND ITS IMPLEMENTATION UNDER A TRAFFIC GUIDANCE SCHEME SHALL ONLY BE UNDERTAKEN BY A CONTRACTOR OR SUBCONTRACTOR SUITABLY PREQUALIFIED WITH VICTORIA. THE CONTRACTOR IS RESPONSIBLE FOR GAINING APPROVAL OF THE TRAFFIC MANAGEMENT PLAN FROM VICROADS/COUNCIL AT LEAST 7 DAYS PRIOR TO WORKS COMMENCING OR EARLIER IF REQUIRED. THE TRAFFIC MANAGEMENT PLAN AND TRAFFIC GUIDANCE SCHEME (INCLUDING ANY ACCESS REQUIREMENTS) SHALL BE APPROVED BY THE COORDINATING ROAD AUTHORITY APPROPRIATE TO THE PROJECT IN ACCORDANCE WITH SECTION 36 OF THE ROAD MANAGEMENT ACT 2004.
9. THE CONTRACTOR IS REQUIRED TO CONFINE CONSTRUCTION VEHICLES TO THE ROAD RESERVE AND EASEMENTS. ANY DAMAGE CAUSED TO ALLOTMENTS MUST BE MADE GOOD.
10. ANY BUILDINGS, TROUGHS, FENCES AND OTHER STRUCTURES ON SITE ARE TO BE REMOVED AS DIRECTED BY THE ENGINEER. THE COST OF REMOVAL IS TO BE INCLUDED IN THE OVERALL EARTHWORKS FIGURE UNLESS A SPECIFIC ITEM FOR REMOVAL IS DENOTED IN THE SCHEDULE.
11. FILL AREAS IN EXCESS OF 300mm ARE TO BE STRIPPED OF TOPSOIL, FILLED, AND TOPSOIL REPLACED TO OBTAIN THE FINAL FILL LEVELS SHOWN ON THE DRAWINGS. ALL FILLING MUST ENSURE LEVEL 1 GEOTECHNICAL SUPERVISION IS MAINTAINED AS PER CLAUSE 8.2 OF AS3798 'GUIDELINES ON EARTHWORKS FOR COMMERCIAL AND RESIDENTIAL DEVELOPMENTS'. STRUCTURAL FILLING MATERIAL IS TO BE APPROVED BY THE SUPERINTENDENT AND COUNCIL PRIOR TO PLACEMENT.
12. NO FILL OR STOCKPILING OF MATERIAL IS TO BE PLACED ON ANY RESERVE OR COMMON PROPERTY UNLESS OTHERWISE DIRECTED BY THE ENGINEER. NO TOPSOIL IS TO BE REMOVED FROM SITE. SURPLUS SOIL MUST BE MADE AVAILABLE FOR LOTS AND RESERVES.
13. WHERE PAVEMENT IS CONSTRUCTED ON FILLING, FILL MATERIAL IS TO BE APPROVED BY THE SUPERINTENDENT AND COUNCIL AND CONSTRUCTED IN LAYERS 150mm THICK WITH COMPACTION IN ACCORDANCE WITH AS3798. PRIOR TO THE PLACEMENT OF THE FILL MATERIAL UNDER NEW PAVEMENTS, APPROVAL OF THE MATERIAL TO BE USED MUST BE OBTAINED FROM COUNCIL.
14. WHEN PAVEMENT EXCAVATION IS IN ROCK ALL LOOSE MATERIAL (INCLUDING ROCKS AND CLAY) MUST BE REMOVED. THE SUB-GRADE MUST THEN BE REGULATED WITH COUNCIL APPROVED MATERIAL.
15. AT LEAST 3 DAYS BEFORE COMMENCING EXCAVATION OF TRENCHES IN EXCESS OF 1.5m DEPTH, A COMPLETED 'NOTICE OF INTENTION TO COMMENCE TRENCHING OPERATIONS' FORM SHALL BE SENT TO WORKSAFE VICTORIA. THE NOMINATED SUPERVISOR SHALL BE SUITABLY QUALIFIED IN ACCORDANCE WITH VICTORIAN OHS ACT 1985 & COMMONWEALTH OHS CODE OF PRACTICE 2008.
16. NO BLASTING TO BE PERMITTED.
17. ALL TREES AND SHRUBS ARE TO BE RETAINED UNLESS OTHERWISE SHOWN. IF ROAD AND DRAINAGE CONSTRUCTION NECESSITATES THEIR REMOVAL, WRITTEN PERMISSION MUST BE OBTAINED FROM THE ENGINEER.
18. ALL DISTURBED SURFACES SHOULD BE OVER EXCAVATED BY 150mm, TOP SOILED WITH MINIMUM 150mm OF LOCAL TOP SOIL AND BITUMEN STRAW HYDROSEED.
19. ALL BLOCKS ARE TO SURFACE GRADE WITH A MINIMUM FALL OF 1 IN 150 ALONG THE LOW SIDE BOUNDARY TO THE POINT OF DISCHARGE.
20. ALL BATTERS SHALL BE 1 IN 4, UNLESS OTHERWISE SHOWN.
21. ALL CHANGES REFER TO ROAD RESERVE CENTRELINES EXCEPT:
- IN COURT HEADS WHERE CHANGES REFER TO LIP OF KERB
- KERB RETURNS WHERE CHANGES REFER TO LIP OF KERB.

22. GENERALLY SM2 (MODIFIED) KERB AND CHANNEL IS TO BE USED THROUGHOUT THE SUBDIVISION. WHERE OTHER KERB TYPES ARE REQUIRED THEY ARE SPECIFICALLY SHOWN ON THE DRAWINGS.
23. LIP OF ALL KERB RADI ARE 8.60m UNLESS OTHERWISE SHOWN.
24. FOOTPATHS TO BE OFFSET 50mm FROM THE TITLE BOUNDARIES.
25. VEHICULAR CROSSINGS OF THE TYPE INDICATED ARE TO BE OFFSET 1.5m FROM THE LOT BOUNDARY OR EASEMENT UNLESS OTHERWISE SHOWN. DRIVEWAY GRADES TO BE 1 IN 6 MAX.
26. PROVIDE LAYBACKS IN KERB TO ALL PRAM CROSSINGS IN ACCORDANCE WITH COUNCIL STANDARDS. ASPHALT FILLETS/RAMPS ARE TO BE PROVIDED ON THE BASE COURSE ASPHALT TO REMOVE TRIPS AT ALL PEDESTRIAN CROSSING LOCATIONS.
27. ALL LINE MARKING AND SIGNAGE TO BE INSTALLED IN ACCORDANCE WITH AS 1742-1 AND AS 1742-2, UNLESS SPECIFICALLY SHOWN OTHERWISE. LINE MARKING IS TO BE INSTALLED USING EXTRUDED LONG LIFE THERMOPLASTIC PAINT. TEMPORARY LINE MARKING USING ORDINARY PAINT IS TO BE APPLIED WHEN WEARING COURSE ASPHALT IS NOT APPLIED FOR A PERIOD OF TIME E.G. AT PRACTICAL COMPLETION. STREET SIGNS ARE REQUIRED TO SHOW STREET NUMBERS APPLICABLE TO EACH BLOCK. ALL TEMPORARY WARNING SIGNS USED DURING CONSTRUCTION SHALL BE IN ACCORDANCE WITH AS 1742-3.
28. THE LOCATION OF EXISTING SERVICES SHOWN ON THESE PLANS SHALL BE PROVEN ON SITE. THE APPROPRIATE AUTHORITY SHALL BE CONTACTED AND THE SERVICES LOCATED PRIOR TO COMMENCEMENT OF CONSTRUCTION.
29. ALL EASEMENTS ARE 2.5m OR 3.0m WIDE DRAINAGE AND SEWERAGE EASEMENTS UNLESS OTHERWISE SHOWN.
30. CENTRELINES OF ALL SEWERS WITHIN EASEMENTS ARE OFFSET 1.2m OR 2.0m FROM THE PROPERTY LINE UNLESS OTHERWISE SHOWN.
31. CENTRELINES OF ALL EASEMENT DRAINS ARE OFFSET 1.0m OR 2.2m FROM THE PROPERTY LINE UNLESS OTHERWISE SHOWN.
32. ALL STORMWATER DRAINS ARE TO BE CLASS '2' RC OR FRC PIPES UNLESS OTHERWISE SHOWN. ALL RC PIPES UP TO AND INCLUDING 750mm DIA. ARE TO BE RUBBER RING JOINTED. INTERLOCKING / FLUSH JOINTS WITH EXTERNAL BANDS CAN BE USED ON PIPES OVER 750mm DIA.
33. WHERE CURVED PIPES ARE SHOWN ON THE FACE PLANS THEY ARE TO BE LAID PARALLEL TO THE BACK OF KERB, EXCEPT WHERE A RADIUS HAS BEEN SPECIFICALLY NOMINATED. ALL DRAINS BEHIND KERBS ARE TO BE LAID AT THE OFFSET SPECIFIED IN THE COUNCIL SPECIFICATION. CURVED PIPES OF DIAMETER LESS THAN 600mm TO LARGE RADIUS CURVES ARE APPROVED BY COUNCIL SUBJECT TO COMPLIANCE WITH MANUFACTURER'S SPECIFICATION.
34. ALL PIPE AND SERVICE TRENCHES THAT EXTEND UNDER ROADWAYS TO BE BACKFILLED WITH CLASS 2 CRUSHED ROCK. ALL SERVICE TRENCHES UNDER DRIVEWAYS, FOOTPATHS AND PARKING BAYS TO BE BACKFILLED WITH CLASS 2 CRUSHED ROCK. SERVICE TRENCHES LESS THAN 750mm BEHIND PARKING BAYS ARE ALSO TO BE BACKFILLED WITH COMPACTED CLASS 2 CRUSHED ROCK.
35. ELECTRICITY CONDUITS ARE TO BE LAID WITH THE FOLLOWING MINIMUM COVER TO FINISHED SURFACE LEVELS :
UNDER ROADS - 0.90m
ELSEWHERE - 0.60m

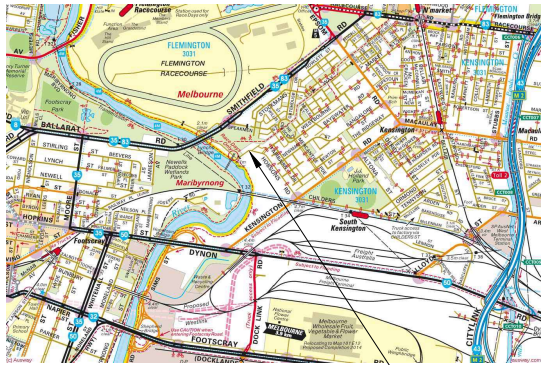
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SHEET NO.	DRAWING NO.	DESCRIPTION
01	12763FD01	LOCALITY PLAN, DRAWING INDEX, NOTES AND TYPICAL DETAILS
02	12763FDP01	DETAIL PLAN
03	12763FLF01	LONGITUDINAL SECTION
04-06	12763FXS01-03	CROSS SECTIONS, SHEET 01 TO 03
07	12763FEF01	EXISTING FEATURES PLAN



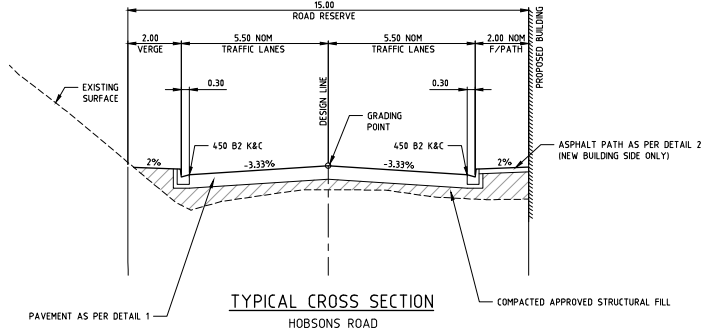
DETAIL 1
STANDARD ASPHALT ROAD PAVEMENT
ON CRUSHED ROCK BASE



DETAIL 2
60mm THICK ASPHALT FOOTPATH (NON CBD)



LOCALITY PLAN
N.T.S.
MELWAY REF: 42 G3



NOT TO BE USED FOR
CONSTRUCTION

REV	AMENDMENTS	DATE	APP'D
C	HOBSONS ROAD REDESIGNED	24/01/18	TL
B	COUNCIL SUBMISSION	05/09/17	TL
A	PRELIMINARY ISSUE	27/06/17	TL

Drawn H. THORNTON
Date 23/06/17
AN
Designed R. MASON
Date 22/06/17
AN
Verified -
Date -
AN
Audited -
Date -
AN
Approved -
Date -
AN

Written dimensions to take precedence over scale. Contractor shall check and verify all dimensions on site. Discrepancies to be brought to the attention of the Superintendent.

BANARAS CONSTRUCTION MANAGEMENT
AND DEVELOPMENTS PTY LTD
71-89 HOBSONS ROAD, KENSINGTON
LOCALITY PLAN, DRAWING INDEX, NOTES
AND TYPICAL DETAILS
Drawing No. 12673TD01 Rev C
Sheet No. 01 PRELIMINARY
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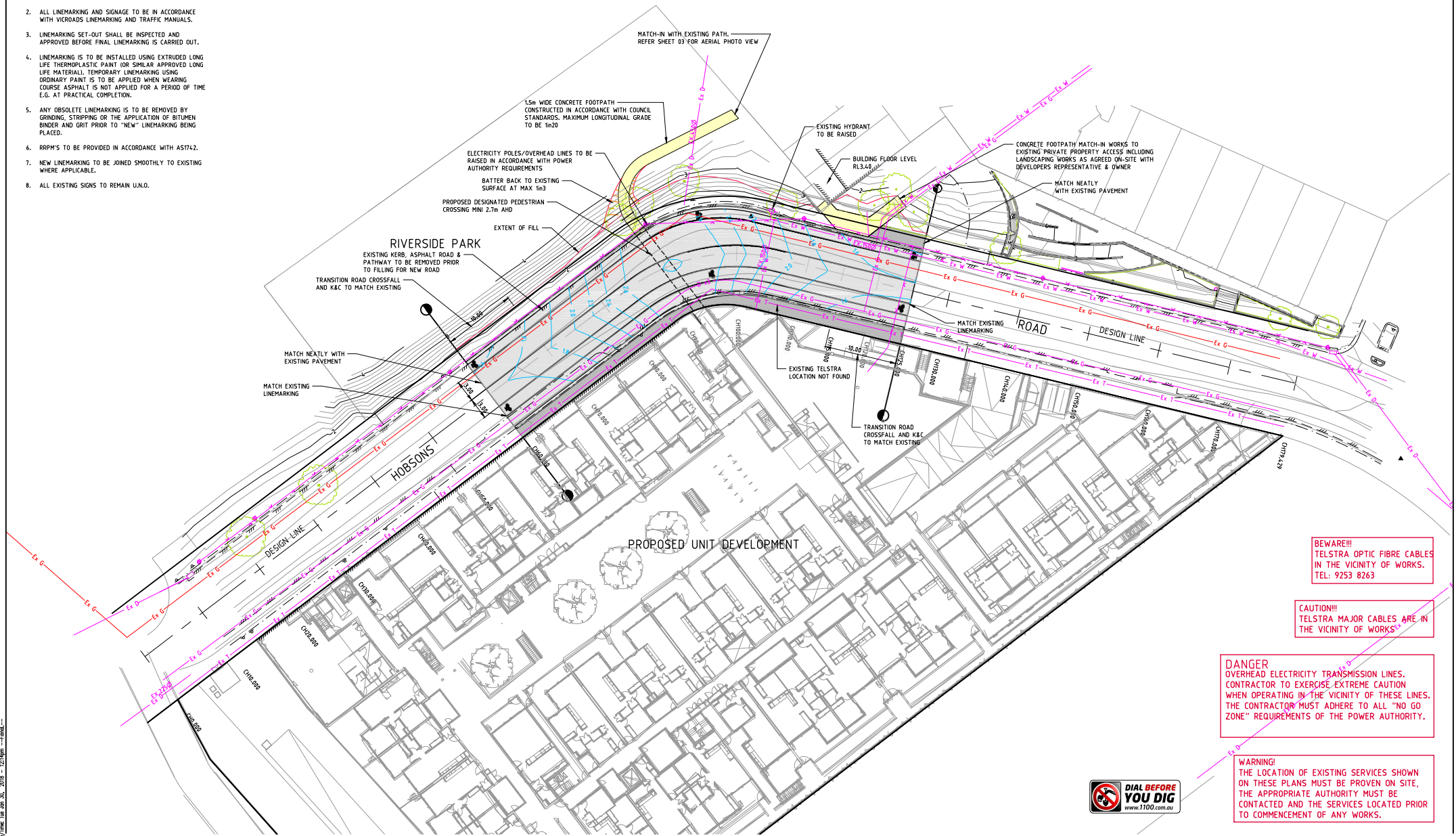
Coords: MGA
Levels: AHD

Scale @ A1/A3

DALTON
CONSULTING
ENGINEERS
ABN 78 429 221 049
QUEENSLAND
T 61 7 3374 9000
E info@dceng.com.au

VICTORIA
T 61 3 9813 7400
W dceng.com.au

1. ALL WORKS TO BE IN ACCORDANCE WITH A5742.
2. ALL LINEMARKING AND SIGNAGE TO BE IN ACCORDANCE WITH VECROADS LINEMARKING AND TRAFFIC MANUALS.
3. LINEMARKING SET-OUT SHALL BE INSPECTED AND APPROVED BEFORE FINAL LINEMARKING IS CARRIED OUT.
4. LINEMARKING IS TO BE INSTALLED USING EXTRUDED LONG LIFE THERMOPLASTIC PAINT (OR SIMILAR APPROVED LONG LIFE MATERIAL). TEMPORARY LINEMARKING USING EMULSARY PAINT IS TO BE APPLIED WHEN WEARING COURSE ASPHALT IS NOT APPLIED FOR A PERIOD OF TIME E.G. AT PRACTICAL COMPLETION.
5. ANY OBSOLETE LINEMARKING IS TO BE REMOVED BY GRINDING, STRIPPING OR THE APPLICATION OF BITUMEN BINDER AND GRIT PRIOR TO "NEW" LINEMARKING BEING PLACED.
6. RPPMS TO BE PROVIDED IN ACCORDANCE WITH A5742.
7. NEW LINEMARKING TO BE JOINED SMOOTHLY TO EXISTING WHERE APPLICABLE.
8. ALL EXISTING SIGNS TO REMAIN UNO.



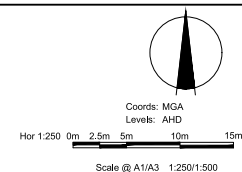
WARNING!
THE LOCATION OF EXISTING SERVICES SHOWN
ON THESE PLANS MUST BE PROVEN ON SITE,
THE APPROPRIATE AUTHORITY MUST BE
CONTACTED AND THE SERVICES LOCATED PRIOR
TO COMMENCEMENT OF ANY WORKS.



NOT TO BE USED FOR CONSTRUCTION			
D	HOBSONS ROAD REDESIGNED	24/01/18	TL
C	COUNCIL SUBMISSION	05/09/17	TL
B	GAS MAIN SERVICE PROVING ADDED	14/08/17	TL
A	PRELIMINARY ISSUE	27/06/17	TL
REV	AMENDMENTS	DATE	APP

Drawn H. THORNTON
Date 23/06/17
AN -
Designed R. MASON
Date 22/06/17
AN
Verified -
Date -
AN
Audited -
Date -
AN
Approved -
Date -

- | LEGEND | | | | | |
|---|-----------------------------------|---|---|---|---|
|  | EXISTING WATER MAIN |  | SEWER MAIN AND MANHOLE |  | WATER |
|  | EXISTING GAS MAIN |  | STORMWATER DRAIN & PIT |  | RECYCLED WATER |
|  | EXISTING ELECTRICAL CABLE |  | SW DRAIN & PIT COMPLETED IN PREVIOUS STAGES |  | TELECOMMUNICATIONS |
|  | EXISTING SEWER MAIN & MANHOLE |  | PROPERTY INLETS |  | ELECTRICITY |
|  | EXISTING TELECOMM. CABLE AND PIT |  | HOUSE DRAIN |  | STREET NAME SIGN |
|  | EXISTING ELEC. POLE & OHEAD LINES |  | GAS CONDUIT |  | REGRADE LOT AT MIN 1 IN 15 ASPHALT PAVEMENT |
|  | EXISTING STORMWATER DRAIN & PIT |  | WATER CONDUIT |  | COMP FOOTPATH / DRIVEWAY |
|  | CONSTRUCTED PRE DEVELOPMENT |  | RECYCLED WATER CONDUIT |  | FILLING OVER 300mm FINISHED SURFACE CONTOUR |
|  | EXISTING TREES TO BE REMOVED |  | TELECOMM. CONDUIT |  | LIMIT OF WORKS |
|  | EXISTING SURFACE LEVEL |  | PERMANENT SURVEY MARK | | |
|  | FINISHED SURFACE LEVEL |  | TEMPORARY BENCH MARK | | |
|  | OPEN EARTH DRAIN (O.E.D.) | | | | |

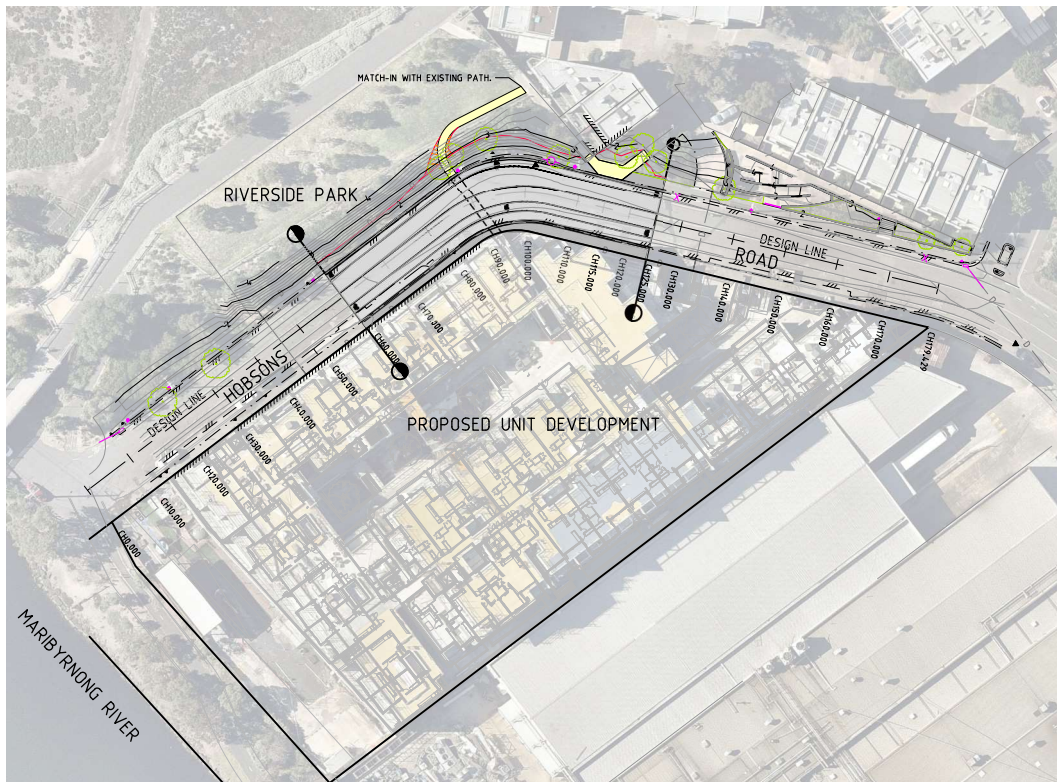


**BANARAS CONSTRUCTION MANAGEMENT
AND DEVELOPMENTS PTY LTD
71-89 HOBSONS ROAD, KENSINGTON
DETAIL PLAN**

Drawing No. 12673DP01 Rev D
Sheet No. 02 PRELIMINARY
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Drawing File: C:\Users\Spring\1\10673-Reserve Works - 71-89 Hobsons Road Kensington - 2\A\Main\DWG
10673-Reserve Works - 71-89 Hobsons Road Kensington - 2\A\Main\DWG
10673-Reserve Works - 71-89 Hobsons Road Kensington - 2\A\Main\DWG
10673-Reserve Works - 71-89 Hobsons Road Kensington - 2\A\Main\DWG



PLAN

BEWARE!!!
TELSTRA OPTIC FIBRE CABLES
IN THE VICINITY OF WORKS.
TEL: 9253 8263

CAUTION!!!
TELSTRA MAJOR CABLES ARE IN
THE VICINITY OF WORKS

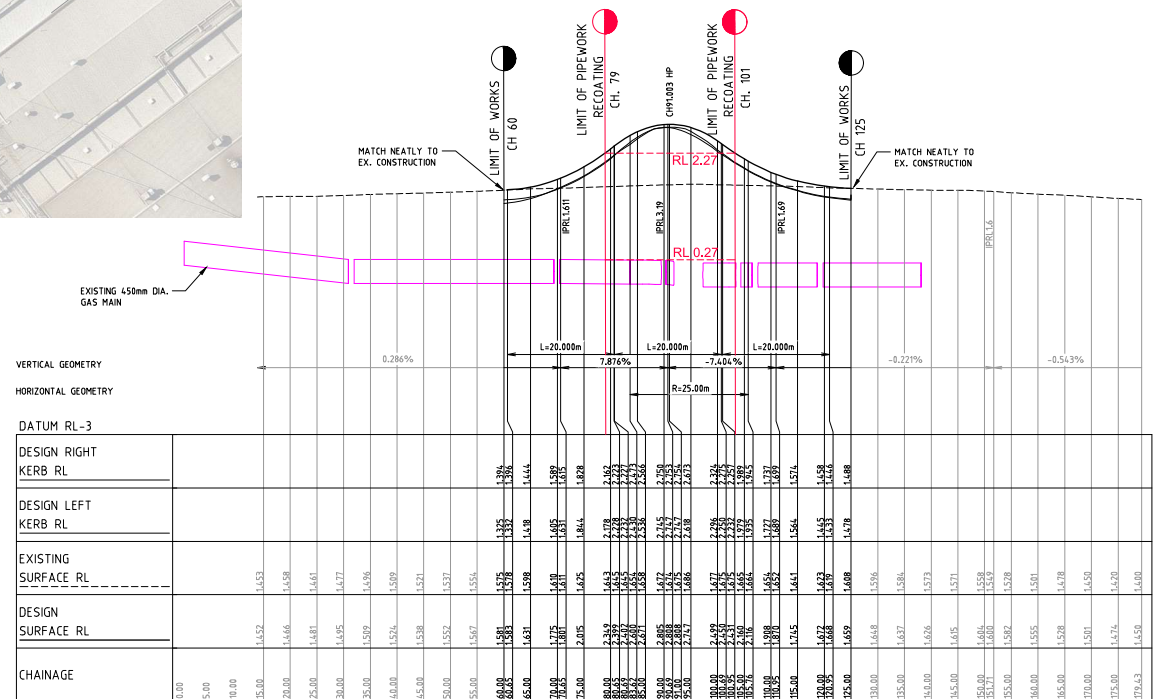
DANGER
OVERHEAD ELECTRICITY TRANSMISSION LINES.
CONTRACTOR TO EXERCISE EXTREME CAUTION
WHEN OPERATING IN THE VICINITY OF THESE LINES.
THE CONTRACTOR MUST ADHERE TO ALL "NO GO
ZONE" REQUIREMENTS OF THE POWER AUTHORITY.

WARNING!
THE LOCATION OF EXISTING SERVICES SHOWN
ON THESE PLANS MUST BE PROVEN ON SITE,
THE APPROPRIATE AUTHORITY MUST BE
CONTACTED AND THE SERVICES LOCATED PRIOR
TO COMMENCEMENT OF ANY WORKS.



HORIZONTAL ALIGNMENT REPORT FOR HOBSONS ROAD DESIGNLINE

POINT TYPE	CHAINAGE	EASTING	COORDINATES NORTHING	RL	BEARING DEG MIN SEC	RADIUS
STRAIGHT (START ALN)	0.000	316488.090	5814752.838		52°46'30.00"	
STRAIGHT	10.000	316496.052	5814758.888		52°46'30.00"	
STRAIGHT	20.000	316504.015	5814764.937	1.446	52°46'30.00"	
STRAIGHT	30.000	316511.978	5814770.987	1.495	52°46'30.00"	
STRAIGHT	40.000	316519.940	5814777.036	1.524	52°46'30.00"	
STRAIGHT	50.000	316527.903	5814783.086	1.552	52°46'30.00"	
STRAIGHT	60.000	316535.866	5814789.135	1.581	52°46'30.00"	
STRAIGHT	70.000	316543.828	5814795.184	1.775	52°46'30.00"	
STRAIGHT	80.000	316551.791	5814801.234	2.349	52°46'30.00"	
TANGENT-CURVE	83.623	316551.476	5814803.426	2.400	52°46'30.00"	
CURVE	86.667	316557.205	5814805.115	2.737	59°14'58.90"	25.000
CURVE	90.000	316560.188	5814806.598	2.805	67°23'20.88"	25.000
CURVE	93.333	316563.341	5814807.671	2.788	75°01'42.85"	25.000
CURVE	96.667	316566.409	5814808.315	2.686	82°40'04.83"	25.000
CURVE	100.000	316569.934	5814808.519	2.499	90°18'26.80"	25.000
CURVE	103.333	316573.256	5814808.279	2.264	97°56'48.77"	25.000
CURVE-TANGENT	105.759	316575.638	5814807.828	2.116	103°30'20.00"	25.000
STRAIGHT	110.000	316579.762	5814806.837	1.908	103°30'20.00"	
STRAIGHT	120.000	316589.486	5814804.202	1.672	103°30'20.00"	
STRAIGHT	130.000	316599.209	5814802.167	1.448	103°30'20.00"	
STRAIGHT	140.000	316608.933	5814799.831	1.626	103°30'20.00"	
STRAIGHT	150.000	316618.656	5814797.496	1.604	103°30'20.00"	
STRAIGHT	160.000	316628.380	5814795.160	1.555	103°30'20.00"	
STRAIGHT	170.000	316638.103	5814792.825	1.501	103°30'20.00"	
STRAIGHT (END ALN)	179.429	316647.272	5814790.623	1.450	103°30'20.00"	



NOT TO BE USED FOR CONSTRUCTION			
C	HOBSONS ROAD REDESIGNED	24/01/18	TL
B	COUNCIL SUBMISSION	05/09/17	TL
A	PRELIMINARY ISSUE	27/06/17	TL
REV	AMENDMENTS	DATE	APP'D

Drawn H. THORNTON
Date 23/06/17
AN
Designed R. MASON
Date 22/06/17
AN
Verified -
Date -
AN
Audited -
Date -
AN
Approved -
Date -
AN

Written dimensions to take precedence over scale. Contractor shall check and verify all dimensions on site. Discrepancies to be brought to the attention of the Superintendent.

LEGEND

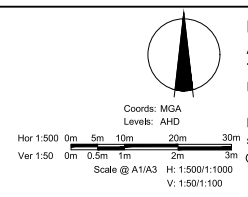
Ex W - EXISTING WATER MAIN
Ex G - EXISTING GAS MAIN
Ex E - EXISTING ELECTRICAL CABLE
Ex S - EXISTING SEWER MAIN & MANHOLE
Ex T - EXISTING TELECOMM. CABLE & PIT
Ex V - EXISTING ELEC. POLE & O'HEAD LINES
Ex P - EXISTING STORMWATER DRAIN & PIT
Ex C - EXISTING PRE DEVELOPMENT
Ex O - EXISTING OPEN EARTH DRAIN (I.E.D.J.)

ES20.00
FS21.650

— S — SEWER MAIN AND MANHOLE
— SW — STORMWATER DRAIN & PIT
— SW — SW DRAIN & PIT CONSTRUCTED IN PREVIOUS STAGES
— P — PROPERTY INLETS
— H — HOUSE DRAIN
— GC — GAS CONDUIT
— W — WATER CONDUIT
— WC — RECYCLED WATER CONDUIT
— TC — TELECOMM. CONDUIT

— S — SEWER MAIN AND MANHOLE
— SW — STORMWATER DRAIN & PIT
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— TC — TELECOMM. CONDUIT

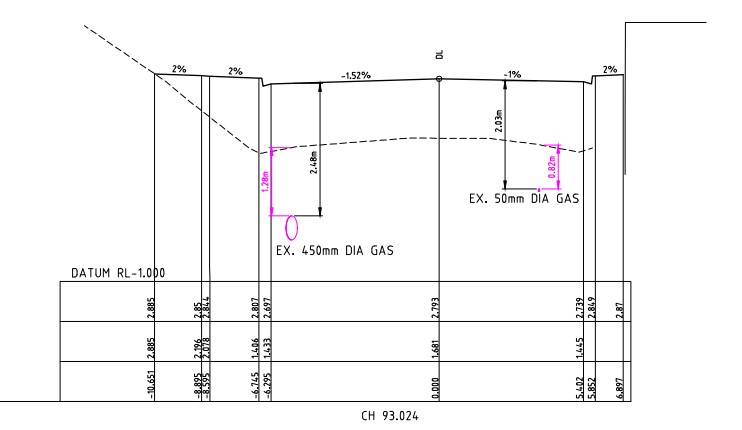
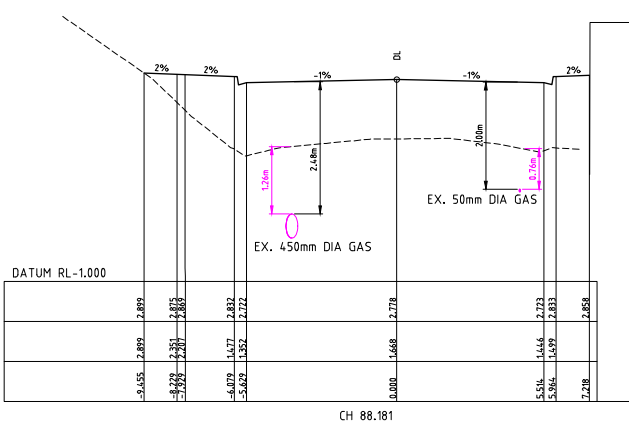
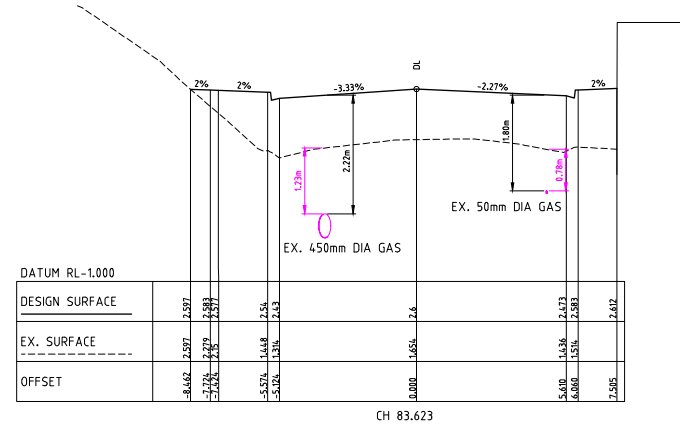
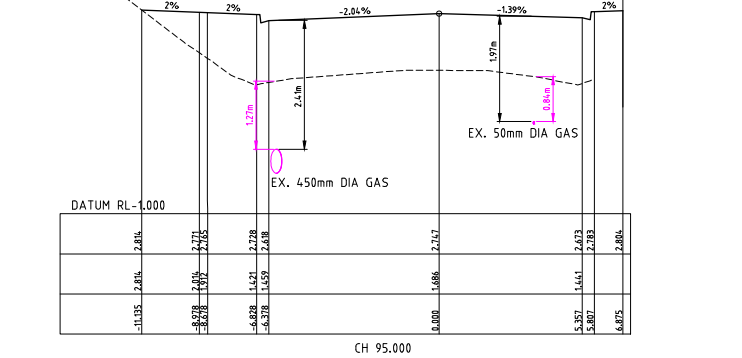
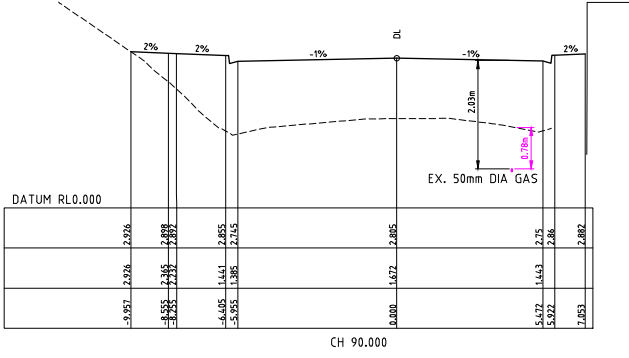
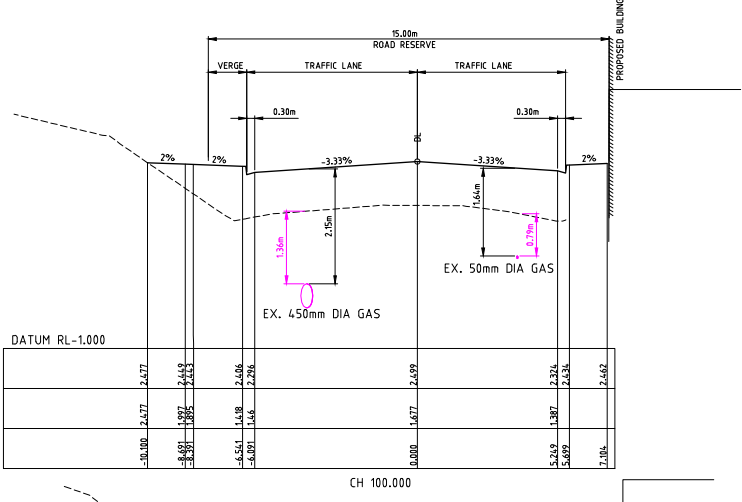
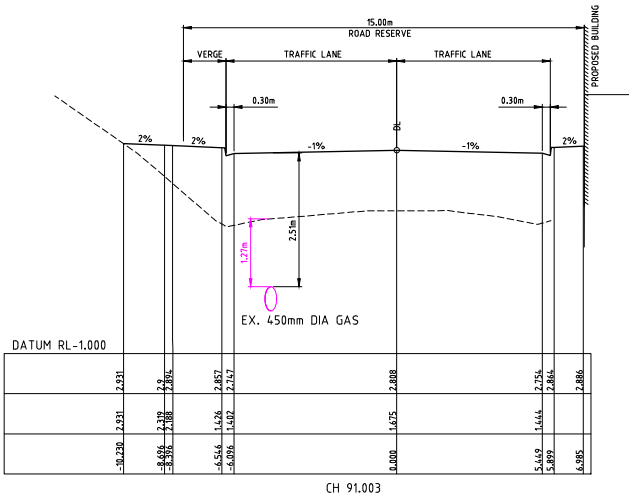
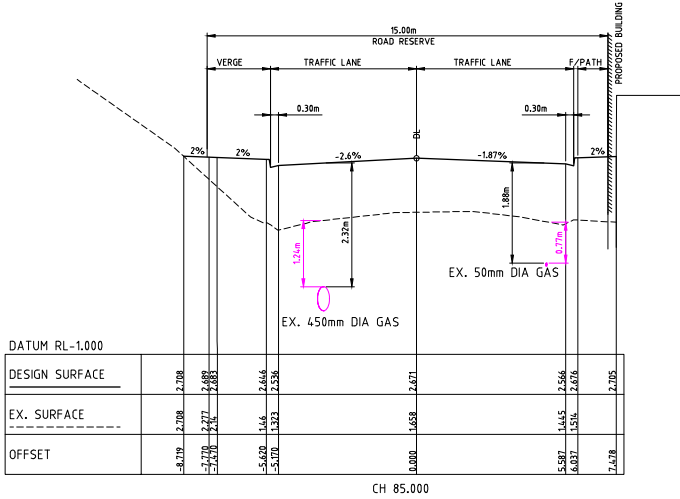
W - WATER
RW - RECYCLED WATER
T - TELECOMMUNICATIONS
E - ELECTRICITY
G - GAS
S - STREET NAME SIGN
R - REGRADE LOT AT MIN 1 IN 150
A - ASPHALT PAVEMENT
C - CONC. FOOTPATH / DRIVEWAY
F - FILLING OVER 300mm
FS - FINISHED SURFACE CONTOUR



BANARAS CONSTRUCTION MANAGEMENT AND DEVELOPMENTS PTY LTD
71-89 HOBSONS ROAD, KENSINGTON
LONGITUDINAL SECTION

Drawing No. 12673LS01
Sheet No. 03
PRELIMINARY
Rev C
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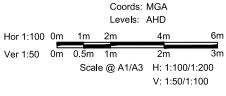
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NOT TO BE USED FOR CONSTRUCTION			
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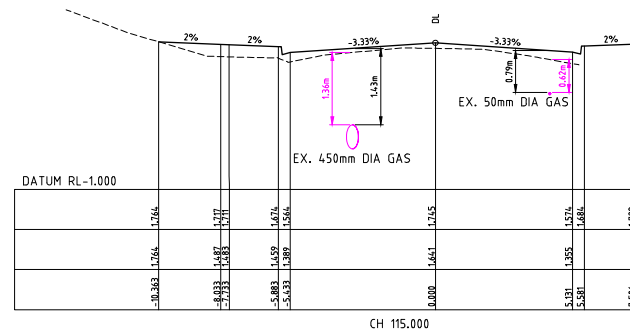
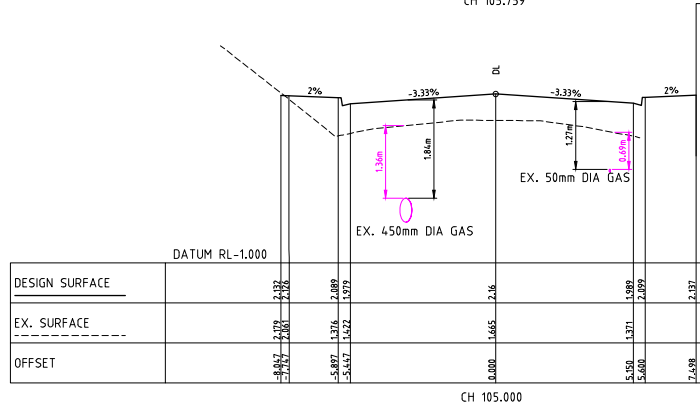
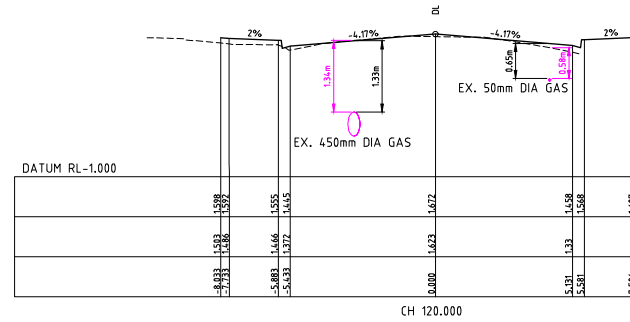
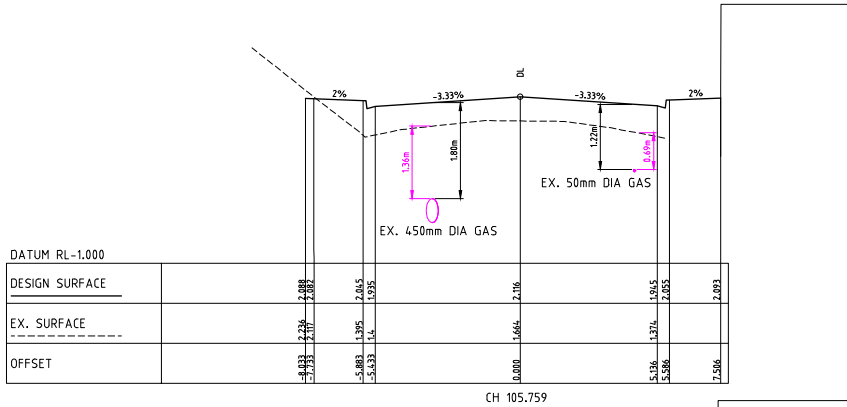
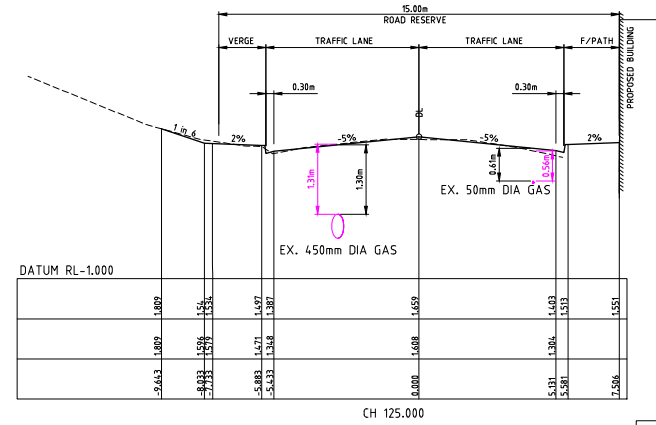
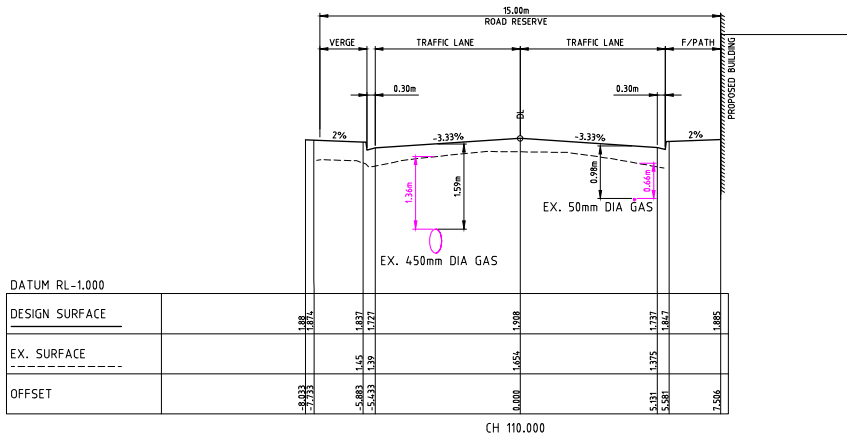
Written dimensions to take precedence over scale. Contractor shall check and verify all dimensions on site. Discrepancies to be brought to the attention of the Superintendent.



BANARAS CONSTRUCTION MANAGEMENT AND DEVELOPMENTS PTY LTD
 71-89 HOBSONS ROAD, KENSINGTON
 CROSS SECTIONS
 SHEET 02 OF 03
 Drawing No. 12673XS02 Rev D
 Sheet No. 05 PRELIMINARY
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Drawing File: C:\Users\Spring\1\10672-Road Work\71-89 Hobsons Road Kensington - JV\Main\106723501.dwg - 10/03/2018
Drawing Title: 71-89 Hobsons Road Kensington - JV Main (REV)
Drawing Date: 10/03/2018 11:28:03 - 11:28:03 - Final



**NOT TO BE USED FOR
CONSTRUCTION**

D	HOBSONS ROAD REDESIGNED	24/01/18	TL
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REV	AMENDMENTS	DATE	APP'D.

Drawn H. THORNTON
Date 23/06/17
AN -
Designed R. MASON
Date 22/06/17
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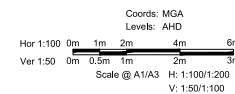
**BANARAS CONSTRUCTION MANAGEMENT
AND DEVELOPMENTS PTY LTD**
71-89 HOBSONS ROAD, KENSINGTON
CROSS SECTIONS
SHEET 03 OF 03

Drawing No. 12673XS03 Rev D
Preliminary



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AMENDED MINUTES OF THE ANNUAL GENERAL MEETING

Property Address PS730323D
Riverside Place | 71 - 113 Hobsons Road, Kensington

Date 27 August 2025

Time 06:30 PM

Location Via Zoom

Lots Represented	Lot 102	Denise Gweneth Jury	Owner present
	Lot 110	Kate Elizabeth Wilkinson	Owner present
	Lot 121	Kimberley Peta Phair	Owner present
	Lot 124	Jacqueline Kim Mein	Owner present
	Lot 137	Niall Patrick Forbes & Nicole Clare	Owner present
	Lot 138	My Sean Ryan Francis and Miss Cholticha Ngaokok	Owner present
	Lot 206	Ylan Darren Rodgers & Ryan Hunter Sutherland	Owner present
	Lot 216	Jonathan William Brown & Kathrine Susan Brown	Owner present
	Lot 217	Nathaniel Ivan Fink & Gavin Poh Hong Lim	Owner present
	Lot 218	Tanya Leanne Comery	Owner present
	Lot 228	Miss Scarlet Isabella Harris	Owner present
	Lot 229	Ms Michelle Keryn Edwards	Owner present
	Lot 235	Mr Bruce Allan Mildenhall	Owner present
	Lot 237	Ms Amelia Jessica Fletcher	Owner present
	Lot 240	Ms Thinn Nandar Soe and Mr Martin Bjeldbak Madsen	Owner present
	Lot 242	Melita Mary Costello	Owner present
	Lot 301	Evdokia Dimitriadis & Darragh O'Brien	Owner present
	Lot 302	Ralph Dominic Braganza	Owner present
	Lot 318	Ms Jacquelyne Armstrong	Owner present
	Lot 326	Evdokia Dimitriadis & Darragh O'Brien	Owner present
	Lot 330	Chadi Alwane	Owner present
	Lot 332	Ms Anne Mc Sweeney	Owner present
	Lot 337	Rodney Martin & Glenis Annie George	Owner present
	Lot 339	Kathrine Ann Houghton	Owner present
	Lot 347	Siew Li Choe	Owner present
	Lot 404	Mr Sean Thomas Scott Brisbane	Owner present
	Lot 405	Ms Ekaterina Babushkina	Owner present
	Lot 501	Mr Marc Placek & Miss Catherine Rewha	Owner present
	Lot 511	Ruby Angelica Muller	Owner present
	Lot 515	Vivian-Amy Tran	Owner present
	Lot 605	Dina Mary Szabo	Owner present
	Lot 612	John Riordan & Meadhbh Ni Challanain	Owner present
	Lot 615	Kim Susan Lawrie	Owner present

Proxies	Lot 108	Ms Maise Louise Fern Cunningham & Mr Matthew Clark	Proxy present John Riordan & Meadhbh Ni Challanain
	Lot 112	Ainsley Vaughan Kerr (non-financial)	Proxy present Paul Rowlands
	Lot 322	Amanda Jane Burnnard	Proxy present Kate Elizabeth Wilkinson

Apologies Lot 208 Jaylax Nominees Pty Ltd
 Lot 322 Amanda Burnnard

Additional Attendees Lois Simpson of SOCM
 Jaimee Lana of SOCM
 Krishna Ramadugu of Asset BM
 Leila Mahyari of Asset BM
 Fotios Gillias of Asset BM

Quorum A Quorum was not achieved; therefore, all decisions are interim for 28 days. Division 4, Section 77 of the Owners Corporations Act 2006 states that a Quorum for a General Meeting is at least 50% of the total votes or if 50% of the total votes is not available the Quorum is at least 50% of the total lot entitlement.

Division 4, Section 78 of the Owners Corporations Act 2006 states -:

1. *Subject to sub-section (4), if there is not a Quorum, the General Meeting may proceed but all resolutions are interim decisions.*
2. *Notice of all interim resolutions and the Minutes of the Meeting at which the interim resolution is made must be forwarded to all Lot Owners within 14 days of the Meeting.*
3. *The Minutes must be accompanied by a notice setting out the effect of sub-section (4)*
4. *Interim resolutions become resolutions of the Owners Corporation –*
 - a. *subject to paragraphs (b) and (c), 29 days from the date of the interim resolution; Or*
 - b. *If notice of a Special General Meeting is given within that 29-day period and the Meeting is held within 28 days after the notice is given, only if confirmed at that Meeting; or*

Division 4, Section 78 of the Owners Corporations Act 2006 states -:

- a. *If notice of a Special General Meeting is given within that 29-day period and the Meeting is not held within 28 days after the notice is given, at the end of that 28-day period.*

Note: The effect of sub-section (4) is that an interim resolution cannot be acted on for 29 days after it is made but if notice of a Special General Meeting is given without that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that Meeting (which must be held within 28 days after the notice is given) or if the Meeting is not held, until the end of that 28 day period.

5. *An interim resolution cannot be made under this section in respect of a matter requiring a unanimous resolution or a special resolution.*

Recorded Meeting The Chairperson informed the members present that the meeting will be recorded for the purpose of accurate minute taking. There were no objections.

1 TIME, DATE & VENUE OF MEETING

The Manager welcomed Owners to the Annual General Meeting (AGM) for PS730323D - 71-113 Hobsons Road, Kensington which was held on Wednesday, 27th August 2025 at 06:30PM via Zoom.

2 ATTENDANCES/ PROXIES/ QUORUM

Recorded all Lot Owners present, proxies, apologies and determined if a quorum was achieved.

Please be advised that in accordance with Section 89B of the Owners Corporations Act 2006, Lot Owners must be financial to vote on matters requiring an Ordinary Resolution.

3 CHAIRPERSON FOR THE MEETING

RESOLUTION

The Owners Corporation **RESOLVED** to appoint Lois Simpson as Chairperson to preside over the meeting.

Motion CARRIED.

VOTES	Yes: 35	No: 0	Abs: 0	Inv: 1
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Invalid Vote Reasons:

1 invalid vote(s) - non-financial

4 CONFIRMATION OF PREVIOUS MEETING MINUTES

RESOLUTION

The Owners Corporation **RESOLVED** that the Minutes of the previous Annual General Meeting were accepted with the below correction as read and confirmed as a true record of the proceedings for the meeting held on 20th of August 2024.

Correction: It is noted that Lot 216 Jonathan & Kathrine Brown attended the last AGM and Glenn Lyons of Lot 405 was not in arrears.

Motion CARRIED.

VOTES	Yes: 35	No: 0	Abs: 0	Inv: 1
-------	---------	-------	--------	--------

Invalid Vote Reasons:

1 invalid vote(s) - non-financial

5 MANAGER'S ACTIVITY REPORT

RESOLUTION

The Owners Corporation **RESOLVED** by Ordinary Resolution that the Manager's Activity Report prepared by Lois Simpson was accepted.

Summary of Manager's Report

The following is a list of items that have been attended to on behalf of the Owners Corporation throughout the year:

- Payment of Insurance Premium and Insurance Claims
- Attending to debt recovery process for Lot Owners in arrears
- Complaints
- Necessary repairs, maintenance and all other matters
- Prepare Budget & Financial Statements
- Telephone & Email enquiries from Lot Owners
- Issuing of Owners Corporation Certificates

Manager's Professional Indemnity Insurance Details

Name of Insurer:	Solution Underwriting Agency Pty Ltd
Name of Policy Holder:	SOCM
Policy Number:	AD453304317PIND
Level of Cover:	\$2,000,000.00
Date Policy Commenced:	26/11/2024
Policy Expires:	26/11/2025 at 4:00pm

Motion CARRIED.

VOTES

Yes: 35

No: 0

Abs: 0

Inv: 1

Invalid Vote Reasons:

1 invalid vote(s) - Non-financial

6 COMMITTEE REPORT

In accordance with Section 115 of the Owners Corporations Act 2006, the Committee is required to submit a report at the Annual General Meeting.

John Riordan the Chairperson for the Owners Corporation Committee provided a verbal overview at the meeting which included:

Key activities and updates from this year

- Flood report and action plan
- Painting contract signed
- Renewable energy update (received feasibility report on upgrading and expanding solar panels, exploring better pricing options for gas hot water)
- Wayfinding signage completed
- Façade inspection completed
- Security improvements – replacement of 3 gates and fob access installation on gates and inner parcel corridor door will commence shortly, extra strength mag locks installed on two glass doors
- Garden restoration project (underway, to be completed next year)
- CDS scheme
- Water Meter Door replacement (works commencing soon)
- Level 3 Ceiling Heat & UV Reduction Project in buildings A & D – received quotes for several options including louvres, UV blocking blinds and window tinting
- HVAC maintenance contract signed
- Update on breaches

Next year's plan

- Full review of Maintenance Plan
- Painting will be completed
- Deliver food response action plan
- Replace DDA lift (quotes received, budget available in MP)
- Liveability project – furniture for rooftop if and when budget is available
- Renewable energy options will be progressed if and when budget is available

Owner Requests for the Committee to Consider

1. Evacuation Signs

It was reported that some evacuation signs within the building may be incorrect. Further details will be provided to the Building Manager for review and corrective action.

2. Corridor Renovation

A request was made to consider the upgrade or renovation of the building's corridors. The Committee will assess the current condition and review options for improvements.

3. EV Chargers

Owners were advised that a dedicated Sub-Committee has been actively working on the matter of electric vehicle (EV) chargers. This includes exploring the installation of chargers within the building or nearby local area.

Acknowledgment

The Owners expressed their appreciation to John Riordan for his efforts and contributions to the upkeep and improvement of the property.

7 BUILDING MANAGER REPORT RESOLUTION

The Owners Corporation **RESOLVED** by Ordinary Resolution that the report prepared by the Building Manager was accepted.

Motion CARRIED.

Invalid Vote Reasons:

Yes: 35 No: 0 Abs: 0 Inv: 1

1 invalid vote(s) - non-financial

Notes:

Thanks were extended to Leila Mahyari for her work and dedication since joining *Riverside Place* as Building Manager.

8 MAINTENANCE PLAN REPORT RESOLUTION

The Owners Corporation **RESOLVED** to obtain a new Maintenance Plan to include \$300,000.00 for flood rectification works.

Motion CARRIED.

VOTES

Yes: 35 No: 0 Abs: 0 Inv: 1

Invalid Vote Reasons:

1 invalid vote(s) - non-financial

9 CONSIDERATION OF REPORTS: OCCUPATIONAL HEALTH & SAFETY RESOLUTION

The Owners Corporation **RESOLVED** by Ordinary Resolution to engage the services of a qualified and appropriate contractor to carry out an OH&S audit/report for the property.

Motion CARRIED.

VOTES

Yes: 32 No: 0 Abs: 3 Inv: 1

Invalid Vote Reasons:

1 invalid vote(s) - non-financial

10 ANNUAL ACCOUNTS RESOLUTION

The motion that the Owners Corporation resolve by Ordinary Resolution that the audited Financial Statements for the Owners Corporation as presented be accepted as a true record of transactions for the year ending 30th of June 2025 was **DEFEATED**.

Motion DEFEATED.

VOTES

Yes: 0 No: 35 Abs: 0 Inv: 1

Invalid Vote Reasons:

1 invalid vote(s) – non-financial

Notes:

It was observed that the audited financial statements issued by Kelly + Partners refer to Notes 5 through 15; however, these referenced notes were not included in the documentation provided.

The Owners Corporation Manager advised that a Special General Meeting (SGM) will be convened to consider the acceptance of the financial statements. This meeting will only proceed **once** the issue has been clarified with Kelly + Partners and the complete set of financial notes is made available for review.

11 AUDIT ACCOUNTS RESOLUTION

The motion that the Owners Corporation resolve by Ordinary Resolution that the accounts of the Owners Corporation relating to the financial year ending 30th of June 2026 shall be audited in accordance with section 35 of the Owners Corporations Act 2006 was **DEFEATED**.

Motion DEFEATED.

VOTES

Yes: 0

No: 35

Abs: 0

Inv: 1

Invalid Vote Reasons:

1 invalid vote(s) – non-financial

Notes:

This motion will be included in the Special General Meeting (SGM) agenda.

12

ADMINISTRATION FUND BUDGET

RESOLUTION

The Owners Corporation **RESOLVED** by Ordinary Resolution that the Administrative Fund Budget for the year ending 30th of June 2026 shall be set and adopted in accordance with Section 23 of the Owners Corporations Act 2006.

The Administrative Fund fees are to be issued and paid quarterly. The Owners Corporation further resolved that, if the Annual General Meeting (AGM) to approve the budget for the upcoming financial year has not yet occurred, Administrative Levies shall continue to be charged based on the previous financial year's approved budget. Once the AGM is held and the new budget is approved, any required adjustments to levies for the remainder of the financial year will be made to align with the newly approved budget.

The budget was pre-approved by the Committee.

OC PS730323D Admin Fund Budget

Total: \$670,240.00 inc GST

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund
Already Issued	Current	01/07/2025	30/09/2025	01/07/2025	\$169,180.00
To be Issued	Current	01/10/2025	31/12/2025	01/10/2025	\$169,180.00
To be Issued	Current	01/01/2026	31/03/2026	01/01/2026	\$165,940.00
To be Issued	Current	01/04/2026	30/06/2026	01/04/2026	\$165,940.00
Total					\$670,240.00

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Admin Fund
To be Issued	Next	01/07/2026	30/09/2026	01/07/2026	\$167,560.00
To be Issued	Next	01/10/2026	31/12/2026	01/10/2026	\$167,560.00
Total					\$335,120.00

Motion CARRIED.

VOTES

Yes: 34

No: 1

Abs: 0

Inv: 1

Invalid Vote Reasons:

1 invalid vote(s) – non-financial

Notes:

There was an error in the proposed budget, as it did not include GST. As a result, this motion will be placed on the agenda for the Special General Meeting, which is scheduled to be held by the end of September.

Please note that levies for the period 1 October – 31 December will not be issued until after the Special General Meeting has been conducted.

13 MAINTENANCE FUND BUDGET

RESOLUTION

The Owners Corporation **RESOLVED** by Ordinary Resolution that the Maintenance Fund budget for the year ending 30th of June 2026 shall be set and adopted in accordance with Section 23 of the Owners Corporations Act 2006. The Maintenance Fund fees are to be issued and paid quarterly. The Owners Corporation further resolved that, if the Annual General Meeting (AGM) to approve the budget for the upcoming financial year has not yet occurred, Maintenance Levies shall continue to be charged based on the previous financial year's approved budget. Once the AGM is held and the new budget is approved, any required adjustments to levies for the remainder of the financial year will be made to align with the newly approved budget.

The budget was pre-approved by the Committee.

OC PS730323D Maintenance Fund Budget

Total: \$236,584.00 inc GST

Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund
Already Issued	Current	01/07/2025	30/09/2025	01/07/2025	\$57,423.30
To be Issued	Current	01/10/2025	31/12/2025	01/10/2025	\$57,423.30
To be Issued	Current	01/01/2026	31/03/2026	01/01/2026	\$60,868.70
To be Issued	Current	01/04/2026	30/06/2026	01/04/2026	\$60,868.70
Total					\$236,584.00

Interim Periods

Levy Status	Financial Period	Period From	Period To	Due	Maintenance Fund
To be Issued	Next	01/07/2026	30/09/2026	01/07/2026	\$59,146.00
To be Issued	Next	01/10/2026	31/12/2026	01/10/2026	\$59,146.00
Total					\$118,292.00

Motion CARRIED.

VOTES

Yes: 35

No: 0

Abs: 0

Inv: 1

Invalid Vote Reasons:

1 invalid vote(s) - non-financial

14 DEBT RECOVERY

RESOLUTION

The Owners Corporation **RESOLVED** by Ordinary Resolution that following the issue of fee notices and final fee notices pursuant to Sections 31 and 32, the Owners Corporation may seek to recover any fees, levies, costs, interest or any other monies owed to the Owners Corporation by a Lot Owner. Upon the expiry of the Final Fee Notice, the Manager will issue a Lot Owner with a Commencement of Legal Action Letter and failing payment thereafter, the Manager may engage lawyers to commence legal proceedings on behalf of the Owners Corporation against a Lot Owner for payment of any fees, levies, costs, interest or any other monies owed to the Owners Corporation.

Motion CARRIED.

VOTES

Yes: 35

No: 0

Abs: 0

Inv: 1

Invalid Vote Reasons:

1 invalid vote(s) - non-financial

15 PENALTY INTEREST RESOLUTION

The Owners Corporation **RESOLVED** by Ordinary Resolution that the Owners Corporation may charge penalty interest at the rate prescribed under the Penalty Interest Rates Act 1983 for any overdue levies, fees and charges.

Motion CARRIED.

VOTES

Yes: 35

No: 0

Abs: 0

Inv: 1

Invalid Vote Reasons:

1 invalid vote(s) - non-financial

16 INSURANCE

16.1 CURRENT INSURANCE POLICY RESOLUTION

The Owners Corporation **RESOLVED** by Ordinary Resolution that the following insurance policies were affected: -

Policy Number	Underwriter	Current To	Risk Type	Coverage Amount
02GS032019	Chubb Insurance Australia Limited	30 Jun 2026	Government Audit Costs - Appeal Expenses	\$150,000.00
			Government Audit Costs	\$30,000.00
			Machinery Breakdown Insurance	\$100,000.00
			Office Bearers Liability Insurance	\$10,000,000.00
			Fidelity Guarantee Insurance	\$100,000.00
			Voluntary Workers Insurance	\$200,000.00
			Property, Death and Injury (Public Liability)	\$30,000,000.00
			Building/s	\$104,590,216.00
			Common Area Contents	1.045,902
			Loss Of Rent/Temporary Accommodation	\$15,688,532.00
			Floating Floors	INCLUDED
			Government Audit Costs - Legal Defense Expenses	\$100,000.00
TOTAL PREMIUM: \$88,007.15				

The Owners Corporation have accepted that the above complies with the Owners Corporations obligations to take out insurance under Sections 54,55,56,57,58,59,60,61,62,63,64 & 65 of the Owners Corporation Act 2006.

FINANCIAL SERVICES GUIDE & PRODUCT DISCLOSURE STATEMENT, INCLUDING ANY SUPPLEMENTARY PRODUCT DISCLOSURE STATEMENTS

A copy of the Financial Services Guide is included with the Meeting Notice and that Product Disclosure Statement and any supplementary Product Disclosure Statements are available to all Owners either on request or by visiting respective insurer's website.

SOCM are authorised representatives of various insurers, Authorised Representative NO. 433703 and we are able to provide general advice only in relation to insurance. If more specific information is required, Owners need to consult directly with the insurer.

GENERAL ADVICE WARNING

Any advice your Manager gives is general advice, please read your policy wording before making any decisions.

INSURANCE EXCESS (WHERE APPLICABLE)

The Owner of any property that is subject of an insurance claim will be responsible for the applicable excess in the following instances in accordance with Section 23A of the *Owners Corporations Act 2006*:

- (a) if the claim is caused by a culpable or wilful act or the gross negligence of—
 - (i) a Lot Owner; or
 - (ii) a Lot Owner's lessee; or
 - (iii) a guest of a Lot Owner or a guest of a Lot Owner's lessee;
- (b) if the claim solely relates to a Lot Owner's lot.

LANDLORD'S INSURANCE

Owners who are renting their respective property should consider taking out Landlord's Insurance as this is not included in the Strata Insurance for the complex. It is suggested that Members contact the Insurance company direct to obtain information and advice on Landlords Insurance, and other products available.

PERSONAL BELONGINGS/CONTENTS

The Strata Insurance Policy does not extend to cover personal items within the apartment. Personal items include, carpet, floating floorboards, light fittings, curtains and blinds, household appliances such as dishwasher, refrigerators, washing machines, and dryers with the apartment area.

It is suggested that Members arrange for Contents Insurance and to include Public Liability cover. Members can contact the insurance company to obtain information and advice on Landlords Insurance and other products available.

ALTERATIONS/RENOVATIONS

Members are advised pursuant to section 59(1) (Division 6) of the Owners Corporations Act (2006) that reinstatement and replacement insurance for all buildings on the common property is held by the Owners Corporation. Please refer to the attached Certificate of Currency for details of the insurance cover held by the Owners Corporation.

In taking out the insurances referred to above, while the definition of "building" in the Act includes;

- (a) any improvements and fixtures forming part of the building; and (ab) any *shared services*; and
- (b) anything prescribed as forming part of a building - **it does not include-**
- (c) **carpet and temporary floor, wall and ceiling coverings; or**
- (d) **fixtures removable by a lessee at the end of a lease; or**
- (e) **anything prescribed as not forming part of a building.**

"*shared services*" includes any pipes or cables used to provide services including water, electricity, gas and telecommunications to the building that are shared with a person other than the Owners Corporation or any of its Members.

Please note: Failure to advise the Owners Corporation of any improvements and fixtures forming part of your lot could result in these items not being covered in the event of a claim.

Notes:

A query was received regarding the wording of Section 23A of the Owners Corporation Act, the full wording is:
 Owners corporation may levy fees in relation to insurance

- (1) In addition to the annual fees levied under section 23, an owners corporation may levy fees to cover the costs of the premium for reinstatement and replacement insurance taken out in accordance with Division 6 of Part 3.
- (2) The fees levied under subsection (1) must be based on lot entitlement.
- (3) An owners corporation may levy a lot owner a fee to cover the cost of any of the following—
 - (a) an excess amount or an increased premium resulting from or attributable to an insurance claim, if the claim is caused by a culpable or wilful act or the gross negligence of—
 - (i) a lot owner; or
 - (ii) a lot owner's lessee; or
 - (iii) a guest of a lot owner or a guest of a lot owner's lessee;
 - (b) damage to the common property that is caused by a lot owner or a lot owner's lessee where either—
 - (i) the damage is not covered by insurance; or

- (ii) the cost of the damage is less than the excess amount that would have been payable on an insurance claim in relation to the damage;
 (c) an excess amount on an insurance claim if the claim solely relates to a lot owner's lot.
 (4) The owners corporation may determine the times for payment of fees levied under subsection (1) or (3).

Motion CARRIED

VOTES Yes: 35 No: 0 Abs: 0 Inv:1

Invalid Vote Reasons:

1 invalid vote(s) - non-financial

16.2 INSURANCE VALUATION REPORT

It was noted that the last valuation obtained for this property was in **June 2024**.

16.3 INSURANCE RENEWAL

RESOLUTION

The Owners Corporation **RESOLVED** by Ordinary Resolution to authorise SOCM to renew the Owners Corporation's insurance policy at the insurer's current sum, suggested rate or at the valuation rate, when it falls due for renewal and report to the members of the Owners Corporation.

Motion CARRIED

VOTES Yes: 35 No: 0 Abs: 0 Inv: 1

Invalid Vote Reasons:

1 invalid vote(s) - non-financial

17 NUMBER OF COMMITTEE MEMBERS

RESOLUTION

The Owners Corporation **RESOLVED** by Ordinary Resolution to appoint 12 members to the Committee.

Motion CARRIED.

VOTES Yes: 35 No: 0 Abs: 0 Inv: 1

Invalid Vote Reasons:

1 invalid vote(s) - non-financial

18 ELECTION OF COMMITTEE, CHAIRPERSON & SECRETARY

ELECTION OF COMMITTEE

In accordance with Sections 100 & 103 of the Owners Corporations Act 2006, an Owners Corporation affecting 10 or more lots must elect a Committee of at least 3 Lot Owners and not more than 7 Lot Owners at each Annual General Meeting.

RESOLUTION:

The Owners Corporation **RESOLVED** by Ordinary Resolution that the following Lot Owners be nominated to form the Committee until the next General Meeting.

Lot 216 - Jonathan Brown
 Lot 322 - Amanda Burnnard
 Lot 108 - Matthew Clark
 Lot 242 - Melita Costello
 Lot 337 - Rodney George
 Lot 102 - Denise Jury
 Lot 615 - Kim Lawrie
 Lot 121 - Kimberley Phair
 Lot 612 - John Riordan
 Lot 206 - Ryan Sutherland
 Lot 515 - Vivian-Amy Tran
 Lot 110 - Kate Wilkinson

ELECTION OF COMMITTEE CHAIRPERSON

The Committee will appoint a Chairperson of the Committee at the first Committee meeting after the AGM.

ELECTION OF COMMITTEE SECRETARY

The Committee will appoint a Secretary of the Committee at the first Committee meeting after the AGM.

Motion CARRIED

VOTES Yes: 35 No: 0 Abs: 0 Inv:1

Invalid Vote Reasons:

1 invalid vote(s) - non-financial

19 COMMITTEE DELEGATION

RESOLUTION

The Owners Corporation **RESOLVED** by Ordinary Resolution to delegate to the Committee all powers and functions of the Owners Corporation pursuant to Section 11 of the Owners Corporations Act 2006 except a power or function that requires a unanimous resolution, a special resolution or a resolution at a general meeting be delegated to the Committee.

Motion CARRIED.

VOTES Yes: 35 No: 0 Abs: 0 Inv: 1

Invalid Vote Reasons:

1 invalid vote(s) - non-financial

20 LOT OWNER DETAILS FOR OWNERS CORPORATION

In accordance with the Owners Corporations Act and Regulations, Lot Owners must advise the Owners Corporation of their postal address within Australia, their telephone number and their email address. The Owners Corporation must be notified of any change to their details as soon as possible. To assist, the Owners Corporation have attached to this Agenda, an Owner Details for Register Form for each Lot Owner to complete and return to the Manager.

21 NEXT YEARS AGM

RESOLUTION

It was **RESOLVED** that the AGM for 2026 will be held via an online platform.

Motion CARRIED.

VOTES Yes: 35 No: 0 Abs: 0 Inv: 1

Invalid Vote Reasons:

1 invalid vote(s) - non-financial

22 GENERAL BUSINESS

EV CHARGING

It was noted that the Committee have an EV Sub-Committee to assist with getting EV chargers installed in the local area and to review the process of installing power points or EV chargers within the car spaces.

Please find below the links provided by Bruce Middleton in relation to EV charging:

<https://www.evfiresafe.com/>

<https://www.racv.com.au/cars-transport/electric-vehicles/home-charger-installation.html>

<https://www.racv.com.au/royalauto/transport/electric-vehicles/prepare-home-for-ev.html>

<https://www.racv.com.au/royalauto/transport/electric-vehicles/where-is-the-best-place-to-locate-ev-home-charger.html>

<https://www.racv.com.au/royalauto/transport/electric-vehicles/how-to-charge-an-electric-vehicle.html>

<https://www.racv.com.au/royalauto/transport/electric-vehicles/electric-car-charging-plug-types.html>

<https://www.racv.com.au/royalauto/transport/electric-vehicles.html>

23 CLOSURE/ END OF MEETING

The meeting closed at 08:25 PM.

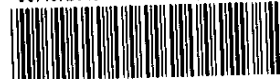
Notification of making, amendment or revocation of owners corporation rules

Section 142 *Owners Corporation Act 2006*

AR524424C

05/10/2018

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Privacy collection statement

The information under this form is collected under statutory authority and is used for the purpose of maintaining publicly searchable registers and indexes in the Victorian Land Registry

Lodged by	
Name	Banco Management Pty Ltd
Phone	03 9347 5055
Address	Level 1, 333 Drummond Street, Carlton Victoria 3053
Reference	BC Hobson
Customer code	13053D
Owners corporation number	Owners Corporation 1
Plan number	PS730323D

Supplied with this notification is:

1. The consolidated copy of the rules of the owners corporation currently in force.

2. If applicable, the special resolution passed on

24 August 2018

under Section 138 of the *Owners Corporation Act 2006* authorising the making, amendment or revocation of the rules of the Owners Corporation.

Dated:

24 August 2018

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

The common seal of owners corporation number:

1

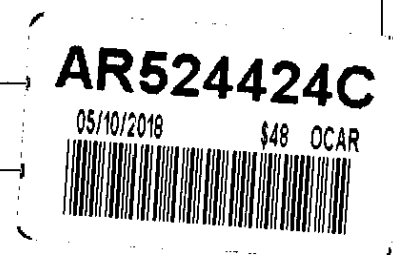
Plan number:

PS730323D



was affixed in accordance with Section 21 of the *Owners Corporation Act 2006* in the presence of:

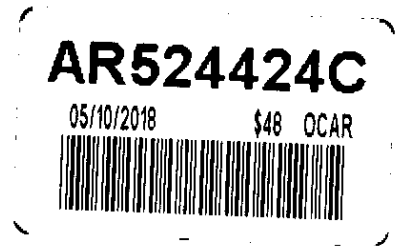
Lot owner	
Full name	
Address	



Lot owner	
Full name	
Address	

**For current information regarding owners corporation, please
obtain an owners corporation search report**

Land Use Victoria
Level 1, 2 Lonsdale Street Melbourne
Melbourne VIC 3000
Telephone 03 9194 0601



Riverside Place

Owners Corporation Rules

Owners Corporation No 1

on Plan of Subdivision PS730323D

(Unlimited Owners Corporation)



RIVERSIDE

PLACE





CONTENTS

1. Definitions	4
2. Interpretation	6
3. Incorporation of Act	7
4. Application of Model Rules	7
5. Health and Safety	7
5.1 Insurance	7
5.2 Claims	7
5.3 Flood Response Plan	8
5.4 Fire Fighting Equipment.....	8
5.5 Emergency Safety Services.....	9
5.6 Waste Disposal	9
6. Security	11
7. Security Access Devices	12
8. Provision of Services	13
9. Owners Corporation Fees	13
10. Cost of Non-compliance	13
11. Charges Imposed on Owners and Occupiers.....	13
12. Use of Common Property	14
13. BBQ Areas	16
14. Ground Level 'Car Park'	16
15. Building Exterior - Appearance	18
16. Appearance and Use of Lot.....	19
17. Balconies and Terraces	20
18. Restrictions - Trade or Business	21
19. Building Works to Lots and Common Property	21
20. Bicycles.....	22

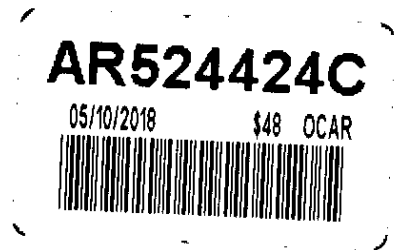
AR524424C

05/10/2018

\$48 OCAR



21. Noise Levels.....	22
22. Animals / Pets.....	23
23. Leased Lots (Occupancy by Non-Owners).....	24
24. Miscellaneous.....	24
25. Moving Into and Vacating the Building	25
26. Moving Large Items.....	26
27. Storage.....	27
28. Behaviour of Invitees	27
29. Warranties & Novation or Assignment of Contracts	27
30. Commercial Lot(s).....	28
31. Signage Rights for Commercial Lot.....	30
32. Initial Owner And Developer's Rights	30
33. Developer's Obligations	31
34. Owners Corporation Obligations	31
35. Consent Given.....	31
36. Compliance with Laws.....	31
37. Compliance with Rules	31
38. Owners Corporations Act 2006.....	31
39. Rules Subject to Rights of the Initial Owner and Developer	31
SCHEDULE 1 - Moving and Delivery Rules	32
SCHEDULE 2 - Rules Subject to Rights of the Initial Owner and Developer	33



1. DEFINITIONS

In these rules:

Act means the *Owners Corporations Act 2006* (Vic).

Bin Room means such part of the common property as may be designated by the Owners Corporation from time to time as a storage area for the garbage bins allocated to Lots by the Owners Corporation.

Building Management means either the Manager or Building Manager.

Building Manager means the person or entity appointed by the Owners Corporation as Building Manager of the Owners Corporation and where relevant includes the Building Manager's successors and assigns and where the context requires includes the Building Manager's officers, employees, agents, contractors, subcontractors and invitees.

Car Park means the Ground Level of the development, including but not limited to each Lot's vehicle 'parking space(s)' as well as the Waste Drop-Off areas including the Bin Room.

Commercial Lot means the Lots on the Plan not to be used for residential purposes.

Commercial Purposes means use for a restaurant, cafe, display suite, office, showroom or other commercial or retail use.

Committee means the group of people elected by the Owners Corporation in accordance with Part 5 of the Act.

Common Property means the land and any improvements erected on the Land designated as 'Common Property No. 1' or 'CP No. 1' on the Plan.

Developer means any Developer or Development Manager appointed by the Initial Owner or a Related Body Corporate of the Initial Owner engaged by the Initial Owner and responsible wholly or in part for the development of the Development and the creation of Lots and includes the Developer's successors and assigns and where it is consistent with the context includes the Developer's employees, agents, builders, contractors, subcontractors and invitees.

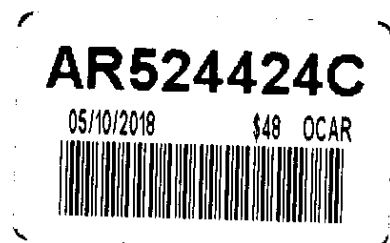
Development means the development of Land as a mixed-use apartment building and associated facilities, including the marketing and sale of Lots.

Director has the same meaning as it has in the *Fair Trading Act 1999* (Vic).

Domestic Building Contract means any domestic building contract within the meaning of the *Domestic Building Contracts Act 1995* (Vic) entered into by the Initial Owner.

Government Agency means any government or any governmental, semi-governmental, administrative, public, regulatory or judicial entity, body, department, commission, agency or authority.

Initial Owner means an 'Initial Owner' as defined in Section 68 of the Act and where the context requires includes its successors and assigns.



Invitee means the guests, servants, employees, agents, children, invitees and licensees of the Owner or the Occupier of the Owner's Lot.

Land means the whole of the land contained in the Plan being the property located at 77, 83, 111 and 113 Hobsons Road, Kensington Vic 3031, more particularly described in certificate of title volume 11018 folios 059 and 060.

Lot means a Lot shown on the Plan.

Maintenance Fund means a fund or part of a fund used for implementation of the Maintenance Plan (if any).

Maintenance Plan means a maintenance plan (if any) established and approved by the Owners Corporation as contemplated by the Act.

Manager means the person or entity appointed by the Owners Corporation as Manager of the Owners Corporation and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

Move In/Move Out Acknowledgement Form means the form, available from Building Management, regarding moving in and out of Lots on the Land.

Occupier means the person or entity authorised by the Owner to occupy the designated Lot as tenant or licensee and where the context requires includes the Invitees. An Occupier may be the Owner.

Owner means the registered proprietor of a Lot from time to time.

Owners Corporation means the unlimited Owners Corporation No. 1 created by the registration of the Plan.

Plan means plan of subdivision PS730323D.

Regulations means the *Owners Corporations Regulations 2007* (Vic).

Related Body Corporate has the same meaning given to that term in the *Corporations Act 2001* (Cth).

Rule or Rules means these rules which are for the control, management, administration, use or enjoyment of the common property or any Lot as amended from time to time.

Schedule means a schedule attached to these Rules.

Security Access Device means a key, swipe, fob, proximity device and/or code required to access common property or a Lot.

Waste Disposal Rules means those rules displayed from time to time on, in or around the Waste Drop-Off Areas to include the Bin Room (where the dual chute rubbish ends up), the central waste bin storage area as well as the hard waste room, which are subject to change at any time by the Owners Corporation.



2. INTERPRETATION

2.1 Unless the context otherwise requires:

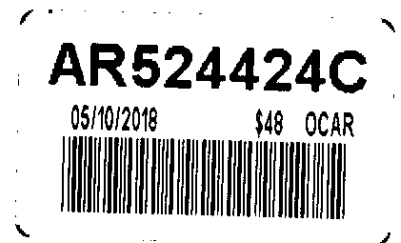
- a)** headings are for convenience only and do not affect interpretation;
- b)** the singular includes the plural and vice versa, a gender includes other genders and different grammatical forms of defined expressions have corresponding meanings;
- c)** examples and use of the word including and similar expressions do not limit what else may be included;
- d)** expressions imparting a natural person includes any company, partnership, joint structure, association or other Owners Corporation and any Government Agency;
- e)** a reference to a thing includes part of that thing; and
- f)** unless the context requires otherwise, a reference in this document to:
 - i.** an agreement includes any legally enforceable arrangement, understanding, undertaking or representation whether or not in writing;
 - ii.** a document or agreement includes that document or agreement as novated, altered, amended, supplemented or replaced from time to time;
 - iii.** anything includes any part of it and a reference to a group of things or persons includes each thing or person in that group;
 - iv.** time is to Melbourne time unless stated otherwise; and
 - v.** legislation or other law or a provision of them includes regulations and other instruments under them, and any consolidation, amendment, re-enactment or replacement.

2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.

2.3 In these Rules:

- a)** if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and
- b)** if it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.

2.4 If there is a conflict between these Rules and any restriction(s) on the Plan, the restriction will prevail.



3. INCORPORATION OF ACT

To the extent permitted by Part 8 and Schedule 1 of the Act the Owners Corporation adopts as rules the provisions of the Act and the Regulations and Owners of Lots must comply with the Act and Regulations and any breach of the Act or Regulations shall constitute a breach of these rules.

4. APPLICATION OF MODEL RULES

- 4.1** The Owners Corporation makes these Rules for the control, management, administration, use or enjoyment of the common property or of a Lot.
- 4.2** To the extent permitted by law these Rules take primacy over the Model Rules.
- 4.3** If the Model Rules provide for a matter and the rules of the Owners Corporation do not provide for that matter, the Model Rules relating to that matter are deemed to be included in the rules of the Owners Corporation.

5. HEALTH AND SAFETY

5.1 INSURANCE

The Owners Corporation has insurance to cover building replacement and public liability. The Owners Corporation may arrange for the placement of other insurance from time-to-time.

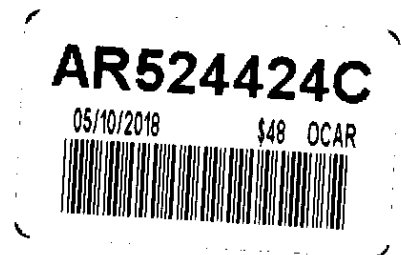
Owners and Occupiers should consider arranging a contents insurance policy to include their own personal property and public liability. Consideration should be made in consideration of a Lot's vehicle parking space to include any storage provision. Owners who do not occupy their Lot should consider arranging a landlord's insurance policy which includes public liability cover.

- a)** If any Owner or Occupier causes damage to any Lot, other than their own, they may, at the sole discretion of the Owners Corporation, be responsible for the cost of reinstatement.
- b)** An Owner or Occupier must not do or permit to be done anything that may invalidate, suspend or increase the risk for any insurance policy carried by the Owners Corporation.
- c)** Owners and Occupiers must not, except with the prior written consent of the Owners Corporation and then at their own risk, use or store in a Lot, on a parking Lot, in a storage cupboard or on common property any flammable chemical, liquid, gas or other flammable material other than a reasonable volume of normal domestic products and which must be able to be used in connection with the permitted use of a Lot.

5.2 CLAIMS

Every claim will be assessed according to the specific circumstances of the event that caused alleged damage and/or loss; however, the following general principles will apply:

- a)** The Owners Corporation will pay where the damage to a Lot is a result of an issue related to common property or common services.



- b) The Owner and/or Occupier of a Lot will be responsible to pay for any incident within that Owner's Lot, to include any policy excess.
- c) The Owner and/or Occupier of the Lot that is the source of an issue or event that causes damage to any other Lot or to common property will be required to pay the policy excess.

5.3 FLOOD RESPONSE PLAN

Owners and Occupiers must be aware of the provisions within the Flood Response Plan and the actions available to them when a flood warning is issued.

The Owners Corporation, Owners and Occupiers must comply with the following requirements:

- a) The Owners Corporation is to notify residents when flood warnings are issued for the Maribyrnong River;
- b) Owners and Occupiers must decide upon 'stay or go' action within 24 hours of Maribyrnong River Flood Warning;
- c) Owners and Occupiers must not to leave the building by vehicle during a flood event once flood depths are 1.75m;
- d) The Owners Corporation must lock the garage door when flood levels meet this height - AHD (300mm deep) on Hobsons Road;
- e) During flood events the only pedestrian exit is on the north side of the development on Hobsons Road, over the speed hump to the other side of the road and up to Riverwalk Park;
- f) Residents that choose to stay may have to wait up to 15 hours for flood waters to recede to a point where safe vehicular exit from the building is available; and
- g) Signage, along with depth indicators, are to be located at the entry and exits explaining what happens in a flood event. These signs also should be placed at locations in the lower building levels before residents enter the car lift.
- h) Any changes or amendments to the plan upon periodic review that are formally adopted by the Owners Corporation are to be notified to all Owners and Occupiers and must be complied with by all Owners and Occupiers.

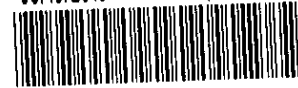
5.4 FIRE FIGHTING EQUIPMENT

- a) Owners and Occupiers must ensure that all smoke alarms and other fire emergency equipment installed in their Lot is properly maintained and tested regularly, and back-up batteries are replaced when necessary.
- b) A contractor nominated by the Owners Corporation will maintain the Building's smoke detection and sprinkler system and all essential safety services and devices. Owners and Occupiers must, upon receiving 24 hours' notice, provide any such contractor with access to their Lot for performing these maintenance activities.

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05/10/2018

\$48 OCAR



5.5 EMERGENCY SAFETY SERVICES

- a) Owners and Occupiers must not interfere or tamper with any fire or emergency equipment other than using it in an emergency. Owners and Occupiers must not obstruct any fire stairs or fire escape or a path of travel to any fire stairs or fire escape.
- b) The door leading to the stairwells and Lots are fire resisting and self-closing. Owners and Occupiers must ensure that all doors close properly and under no circumstances are they to be wedged open. If they are wedged open during a fire, smoke may penetrate the stairwell and eliminate the effectiveness of this escape route.
- c) Stairwells, electrical riser (service) cupboards and other service cupboards must not be used for any other purpose than that intended. They must not under any circumstances be used for the storage of goods, waste, cartons etc and stairwells must not be obstructed at any time.
- d) Owners and Occupiers and guests must not open the door to their Lot in non-dangerous instances such as when smoke or fumes are released from burning food.
- e) Only windows should be used in these situations to avoid false alarms and unnecessary call outs by the Metropolitan Fire Brigade or other emergency services.
- f) The cost of false alarm calls to the Metropolitan Fire Brigade or other emergency services will be at the expense of the Owner of the Lot from which the call is occasioned or of the Lot that is identified by the Owners Corporation as being responsible for the false alarm.
- g) The Owners Corporation may take measures to ensure the security, and to preserve the safety of the common property and Lots affected by fire or other hazards and without limitation may:
 - i. restrict the access to or use by Owners and Occupiers of any part of the common property;
 - ii. permit, to the exclusion of Owners and Occupiers, any designated part of common property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots; and
 - iii. restrict by means of key or other security device the access of the Owners and Occupiers of one level of the Building to any other level of the Building.

5.6 WASTE DISPOSAL

The development is divided into two sections for the purposes of waste disposal:

- Core 1 and 2 residents (South-East building)
- Core 3 and 4 residents (North-West building)

Core 1 and 2 extends six storeys, whilst Core 3 and 4 extends three storeys. Core 1 and 2 residents are provided with a dual chute system, whilst Core 3 and 4 are not.



a) Dual Chute (Core 1 & 2)

Residents utilising the access provided by Core 1 and 2 must dispose of bagged garbage and loose recyclables using the provided dual chute system. There is to be one chute dedicated to garbage and another dedicated to commingle recycling. Chute doors will be signed as garbage or commingled recycling as appropriate.

b) Waste Drop-Off (Core 3 & 4)

Residents using the Core 3 and 4 access points will dispose of bagged garbage and loose recyclables directly within the 660L bins provided in the central waste bin storage area.

c) Garbage (General Waste)

Each apartment shall be furnished with plastic lined bins to have a minimum capacity of 20 litres for the temporary holding of garbage. Residents must dispose of waste as appropriate into either the chute or directly into the provided bins.

Garbage is to be disposed of bagged.

d) Commingled Recycling

Each apartment shall be furnished with bins to have a minimum capacity of 20 litres for the temporary holding of commingled recycling waste. Residents must dispose of waste as appropriate into either the chutes or directly into the provided bins.

Commingled recyclables are to be disposed of loosely.

e) Large Cardboard

Large cardboard of a size greater than the chute opening must either be disposed of directly into the 660L bins provided in the central waste bin storage area or shall be flattened and placed into the hard waste room located at ground level. The cardboard waste disposed of within the hard waste room will be broken down by building management and disposed of within the commingled recycling bins as required.

All other cardboard waste must be disposed of using the appropriate waste chute.

f) Hard Waste

A 5.00m² room dedicated to temporary storage of hard waste is to be provided within the basement. Residents may access this room directly as appropriate.

Of the 5.00m² provided, approximately 2.50m² will be dedicated to the disposal of e-waste. It is recommended a 240L e-waste bin be incorporated into this area for the disposal of smaller e-waste goods (such as phones and computer keyboards), with larger goods (such as televisions and computer monitors) being disposed of across the remaining floor space.

g) Charity

A charity deposit bin may be supplied. Management may select a charity who is to



provide the bin. The area will be clearly marked within the basement level bin store. The drop-off area will be separated from the chute termination area for resident safety.

Charity bins will be collected by the nominated charity on an "as required" basis by the charity.

Owners and Occupiers of a Lot must:

- h) comply with any Waste Disposal Rules;
- i) under no circumstances use the dual chute system to dispose animal litter, glass bottles or large parcels or cartons;
- j) ensure that paper, small cartons and boxes, bottles and other recyclable products may be disposed of in the recycle bins. Animal litter, large cartons and refuse must be disposed of by taking them to Waste Drop-Off areas;
- k) comply with all requirements of all Government Agencies relating to the disposal of garbage; and
- l) ensure that their garbage does not accumulate on their Lot, and that the health, hygiene and comfort of other Owners and Occupiers is not adversely affected by their disposal of garbage.

6. SECURITY

6.1 The Owners Corporation may arrange and operate a security system to monitor the common property, and if it does so:

- a) the Owners Corporation is responsible for control of the security system and may engage employees, agents or contractors to operate the system;
- b) the security system may, at the discretion of the Owners Corporation, include:
 - i. The issue of Security Access Devices (security access cards, devices, codes or systems) upon conditions, including payment of a deposit;
 - ii. The right (upon complaint) to remove any person from the common property or to refuse admission to any person it considers likely to be a nuisance or a security risk;
 - iii. The right to enter upon any part of the Development to maintain security;
 - iv. The right of admission to any person subject to limits on the time of use and the parts of the common property that may be used of the manner of use and the right to revoke that right of admission at any time on reasonable grounds;
 - v. That parts of the common property are secured against entry; and
 - vi. Security patrols, locks and other security devices or procedures to implement or operate it; and



- c) the Owners Corporation is not liable for and the Owner releases and indemnifies the Owners Corporation from and against any injury to or death of a person or loss of or damage to property (whether in or on common property or in or on a lot) arising because:
 - i. the security system is not operating; or
 - ii. the security system fails to operate as intended.

6.2 The Owners Corporation may take measures to ensure the security of the common property and the Lots affected by the Owners Corporation from fire and other hazards and without limitation may:

- a) restrict by means of a Security Access Device access to common property to Owners or Occupiers of Lots; and
- b) restrict by means of a Security Access Device the access of Owners or Occupiers of one level of the development to any other level of the development;

subject at all times to any leases or licences granted by the Owners Corporation.

7. SECURITY ACCESS DEVICES

- 7.1** Only Owners and Occupiers will be issued with Security Access Devices.
- 7.2** Only one Security Access Device (remote control) designed to access common property, may be programmed to be used to enter the Car Park vehicle entrance, for each vehicle parking space allocated to a particular Lot. Any known Security Access Devices in addition will be terminated. No refunds will be provided for a Security Access Device that is terminated under this clause.
- 7.3** Owners and Occupiers must exercise a high degree of caution and responsibility in making a Security Access Device available for use by any other person and will be held responsible for any misuse of the Security Access Device.
- 7.4** Owners and Occupiers must notify the Owners Corporation of any person who is not an Owner or Occupier to whom a security key or pass to the common property has been given.
- 7.5** Owners and Occupiers must not, without written consent from the Owners Corporation, duplicate the Security Access Device or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Access Device is not lost.
- 7.6** Owners and Occupiers must promptly notify the Owners Corporation if their Security Access Device is lost or destroyed.
- 7.7** All Security Access Devices are to be provided by Building Management, upon receipt of the completed relevant Form, who may charge an Administration Fee and Postage, if applicable, in accordance with the Manager's engagement.



8. PROVISION OF SERVICES

Each Owner of the Owners Corporation acknowledges and agrees that the Owners Corporation may provide, or facilitate the provision of, the following services:

- 8.1** the repair and maintenance of all common property including gardens, trees, paved areas and landscaping; and
- 8.2** any other service or facility provided by the Owners Corporation for the benefit of the Owners and Occupiers, which may include a Building Manager/Caretaker and/or a concierge service.

9. OWNERS CORPORATION FEES

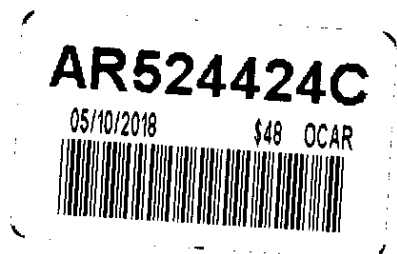
- 9.1** The Owner must pay the fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations quarterly in advance according to their Lot entitlement.
- 9.2** The amount of the annual Owners Corporation fees which is payable by each Owner will be established or ratified at each annual general meeting of the Owners Corporation.
- 9.3** The Owners Corporation delegates to the committee, the power to consider and pass, on an interim basis, the Administration Fund and the Maintenance Fund budgets for each financial year for Owners Corporation 1, prior to the commencement of the financial year, to then be ratified at the next annual general meeting.
- 9.4** Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid by the due date set by the Owners Corporation upon the levying of each special fee or charge.

10. COST OF NON-COMPLIANCE

The Owner or Occupier must indemnify and keep indemnified the Owners Corporation on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the Owner or Occupier in the performance or observance of any term, covenant or condition contained in these Rules, the Act or Regulations including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non-compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Owner or Occupier.

11. CHARGES IMPOSED ON OWNERS AND OCCUPIERS

- 11.1** Where the Owners Corporation expends money to make good damage caused by a breach of any law or breach of these Rules by any Owner or Occupier or its tenants, guests, servants, employees, agents, children, invitees or licensees, the Owners Corporation is entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the relevant Owner or Occupier of the relevant Lot as at the date of the relevant breach.
- 11.2** Any payments to the Owners Corporation imposed on an Owner or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.



- 11.3** The Owner or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to any charge payable by an Owner or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.
- 11.4** The Owner or Occupier must pay interest at the rate prescribed under the Penalty Interest Rates Act 1983 (Vic) on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.
- 11.5** Any payments made for the purposes of these Rules, the Act or Regulations will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

12. USE OF COMMON PROPERTY

An Owner or Occupier of a Lot must at all times:

- 12.1** not use the common property or the common facilities to which it is entitled (or permit them to be used) in a manner that unreasonably interferes with or prevents use of the common property or the common facilities by other Owners or Occupiers or their families, invitees, visitors or other persons entitled to use the common property or common facilities;
- 12.2** not use electricity from common property power points for personal use without the express written consent of the Owners Corporation, such as to power electrical products in private apartments or to charge battery powered vehicles in the Car Park;
- 12.3** not store or permit to be stored on the common property any materials or goods on the common property except in a place set aside for that purpose by the Owners Corporation;
- 12.4** not cut, injure, damage, deface or obstruct any of the common property or any conveniences, appliances, facilities or equipment installed and not use them for any purpose other than that for which they were provided;
- 12.5** not obstruct lawful use of the common property in particular the pathways, drives and any easement that provides access to any Lot by any person;
- 12.6** not damage or deface any entrances, passages, stairways, landings, pathways or any part of the common property or use them for any purpose other than the purpose for which they are provided or properly available;
- 12.7** not attach a private key box, or any device designed or intended to be used for the storage of a Security Access Device, to common property; any such device will be promptly removed by the Owners Corporation and without notice;
- 12.8** not interfere with any personal property vested in the Owners Corporation;
- 12.9** not do or permit anything to be done which causes or might cause structural damage to the common property;

AR524424C

05/10/2018

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- 12.10** not paint, drive nails or screws or the like into, or otherwise damage, alter or deface, any structure that forms part of the common property, including the external facade except with the written consent of the Owners Corporation; not restrict or hinder any Owner's access to or reasonable use of the common property;
- 12.11** not fail to comply with any reasonable request or direction of any person employed by the Owners Corporation;
- 12.12** not use or permit any Lot, the common property or common facilities to be used for any purpose which may be illegal or injurious to the reputation of the development or which may cause a nuisance or hazard to any other Owner or Occupier of a Lot or their guests or visitors;
- 12.13** not do or allow anything to be done which constitutes a nuisance, damage, grievance, disturbance or annoyance to any person owning or occupying any Lot or which may be illegal or injurious to the reputation of the development or use or allow the use of any Lot or the common property for any noxious, noisome, offensive, or illegal purpose, act, trade, business, occupation or calling;
- 12.14** when on common property (or if on any part of a Lot so as to be visible from another Lot or from the common property), be adequately clothed and not use language or behave in a manner likely to cause offence or embarrassment to an Owner, an Occupier of another Lot or any person lawfully using common property;
- 12.15** not enter any plant room, machine housing, water disposal room, electricity switch room, machinery room or adjust or cause adjustments to be made to the thermostat, water control, electricity, gas or heating and/or cooling controls in or on the common property without the consent in writing of the Owners Corporation to do so;
- 12.16** not require the Owners Corporation to contribute or reimburse or pay for any plant, equipment, service or facilities exclusively servicing a Lot notwithstanding that its location may be within the common property;
- 12.17** not use any water closets, conveniences and other water apparatus including waste pipes and drains for any purpose other than those for which they were constructed;
- 12.18** not smoke or permit any person to smoke in any part of the common property or otherwise in contravention of any law;
- 12.19** not take any supermarket shopping trolleys on to common property or into the residential lifts or lobbies;
- 12.20** comply with the Moving and Delivery Rules;
- 12.21** not use or allow the common property laneways/paths leading to any part of the development to be used for any purpose other than for which they are designed or in contravention of any law;
- 12.22** not hold private parties on the common property unless the Owners Corporation consents in writing and then only on the terms and subject to the conditions as specified in that consent (and any private parties or social gatherings in the communal barbecue area must be by prior appointment with Building Management);



- 12.23** comply with all requirements made by the Owners Corporation relating to the use of any Security Access Device and intercom system that may be provided as the means of access upon roadways created within the common property;
- 12.24** not hold or allow to be held any public auction on or near the common property without the prior written consent of the Owners Corporation;
- 12.25** not directly instruct any contractors or workmen employed by the Owners Corporation without the prior written consent of the Owners Corporation;
- 12.26** not use for their own purposes as a garden any portion of the common property without the prior written consent of the Owners Corporation; and
- 12.27** promptly notify the Owners Corporation or its Manager when becoming aware of any damage to, or defect in, the common property or any personal property vested in the Owners Corporation.

13. BBQ AREAS

The BBQ areas are a shared resource for Owners, Occupiers and their Invitees.

- 13.1** An Owner or Occupier must ensure that they and their invitees do not prevent others from being able to use the facility within reason.
- 13.2** The BBQ areas must not be used after 10:00 pm.
- 13.3** The BBQ and surrounding area must be cleaned after each use. Waste must be placed in a separate plastic bag and deposited in a bin.
- 13.4** Water from taps located on common property as well as near BBQs is not to be consumed.

14. GROUND LEVEL 'CAR PARK'

The 'Car Park' refers to the Ground Level of the development, including but not limited to each Lot's 'vehicle parking space(s)' as well as the Waste Drop-Off areas including the Bin Room.

- 14.1** An Owner or Occupier of a Lot must at all times:
 - a)** not park or leave a vehicle on the common property so as to obstruct a driveway or entrance to a vehicle parking space or in any other place other than in a designated parking area which the Owner or Occupier is entitled to use;
 - b)** not use a vehicle parking space for any purpose other than the parking of a registered and roadworthy motor vehicle;
 - c)** not permit a vehicle to be driven at a speed greater than 10 kilometres per hour on any area of common property or within any vehicle parking space;
 - d)** not carry out or cause to be carried out on the common property within the Ground Level Car Park, on a vehicle parking space, road or any other land in the vicinity of a Lot, any dismantling, assembly, repairs or restorations of vehicles;

AR524424C

05/10/2018

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- e) ensure that your vehicle parking space is free from oil marks and is maintained in a clean and tidy condition;
 - f) ensure that your vehicle does not drop oil or any other substance on to the common property, of which any cost of removal by the Owners Corporation will be charged to the Owner or Occupier responsible;
 - g) remove any vehicle from your vehicle parking space that becomes derelict, non-operational for an extended period, a hazard or may become dangerous to Occupiers or the Building;
 - h) not use water to wash or clean any vehicle or use water for any other purpose within the Car Park;
 - i) not use or arrange the use of the fire hoses within the Car Park, unless strictly for their intended use; and
 - j) not remove or arrange for the removal of a sewer pit cover without the express written consent or instruction of the Owners Corporation/Manager.
- 14.2** There is no provision for drainage within the Car Park. Accordingly, Owners and Occupiers must at all times be vigilant regarding the use of any water by other Owners, Occupiers or their Invitees, in contravention of rules 14.1 h) and 14.1 i).
- 14.3** The Owners Corporation may remove any vehicle which has been parked or left on the common property or which obstructs a driveway or entrance to a Lot or is parked in any place other than in a parking area specified for the Owners Corporation, at the cost of the Owner or Occupier responsible.
- 14.4** In the event an Occupier does not reimburse the Owners Corporation within 14 days for any and all costs associated with this rule, the debt will remain with the Lot and become payable by the Owner.
- 14.5** Vehicle parking spaces allocated to a Lot form part of that Lot exclusively. Owners and Occupiers may only park vehicles within the vehicle parking space(s) allocated to their specific Lot. Vehicle parking spaces may only be used for parking one vehicle per space and then only in such a manner as may be fair and reasonable to other Owners and Occupiers. A motorcycle is considered a vehicle under this section.
- 14.6** An Owner or Occupier may allow a Tradesperson to park in their vehicle parking space only if the Owner or Occupier:
- a) Advises Building Management in advance;
 - b) ensures the Tradesperson reports to the Building Manager and, if required, completes the Contractor Induction form; and
 - c) is responsible for any damage caused by the Tradesperson to the Building or any property.

Note: Tradesperson's trailers are not permitted in the Car Park.

AR524424C

05/10/2018

\$48 OCAR



14.7 Vehicle parking spaces of a Lot may be leased or licensed but only to another Owner or Occupier and the lease/license must terminate on or before the lessee/licensee vacating the Lot.

14.8 Drivers must comply with all directional and speed limit signs in and around the Car Park.

14.9 Drivers must exercise due care while driving in and around the Car Park so as not to cause danger or concern to any person or to property.

14.10 The Owners Corporation is not responsible for:

- a) any damage to a vehicle while inside the Car Park or while entering or leaving the Car Park;
- b) the theft of any vehicle or of any item within any vehicle parked in the Car Park.

14.11 Vehicles are parked and left in the Car Park at the sole risk of the Owner or Occupier.

15. BUILDING EXTERIOR - APPEARANCE

The primary objective of this Rule and any Regulations applying to the Rules is to maintain a consistent appearance to the Building.

Owners and Occupiers must not, without prior written consent of the Owners Corporation (which may be given or withheld at its absolute discretion), keep anything inside a Lot that is visible from outside the Lot and that when viewed from outside is not in keeping with the rest of the Building.

This includes but is not limited to:

- 15.1** install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation;
- 15.2** operate or permit to be operated on a Lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property or in another Lot;
- 15.3** without the prior written consent of the Owners Corporation attach or hang from the exterior of a Lot or to any common property any aerial or any security device or wires;
- 15.4** install any air conditioning unit in a Lot other than in a place nominated by the Owners Corporation;
- 15.5** install any pipes, wiring, cables or the like to the external face of the Building;
- 15.6** place any washing, towel or other article on a Lot in such a way so as to be visible from the common property, another Lot or outside the Building;
- 15.7** paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the common property;
- 15.8** install or permit the installation of any external blinds or awnings without the prior written consent of the Owners Corporation, and that do not comply with any Regulations set by the Owners Corporation Committee which may be altered from time to time.

AR524424C

05/10/2018

\$48 OCAR



15.9 allow the erection of any for sale or for lease or licence or sub-lease boards or signs of any description on the common property or which are visible from the outside of a Lot; and

15.10 Notwithstanding any Rule that does not permit changes to the external appearance of common property, an Owner or Occupier of a commercial Lot may install business signage with the prior written consent of the Owners Corporation.

16. APPEARANCE AND USE OF LOT

An Owner or Occupier of a Lot must at all times:

16.1 not use his Lot or any part of it or any part of the common property for any public announcement or for the display of any signage, placard or advertisement that is visible outside in relation to the sale or lease of a Lot, or for any other purpose, without the prior written consent of the Owners Corporation (which may be given or withheld at its absolute discretion);

16.2 maintain inside a Lot anything visible from outside a Lot (including a balcony, terrace or garden area) that when viewed from outside the Lot is, in the opinion of the Owners Corporation, aesthetically unpleasing or otherwise detrimental to the amenity of the Development (including general storage of items to include a bicycle or any other sporting equipment, the hanging of any washing, towel, bedding, clothing or any other article or like matter on any part of their Lot);

16.3 not without the written consent of the Owners Corporation (on such terms and conditions as the Owners Corporation in its absolute discretion thinks appropriate):

- a) make or permit to be made any alterations or additions (painting and decorating included) to the exterior of any Lot;
- b) erect or affix any television or radio mast, antenna, satellite dish or similar device or any canvas blind or other awning on the outside of any window, balcony or terrace or in a location that is otherwise visible from the exterior of the Lot;
- c) make structural alterations or additions to the interior of any Lot or any part of it which may diminish the support and shelter of any Lot, and for this purpose the Owners Corporation has the right to appoint an architect, structural engineer or building contractor at the expense of the Owner or Occupier on a full indemnity basis to advise the Owners Corporation of the effect of any proposed alterations or additions;
- d) install blinds or hang any curtains or drapes to windows visible from outside the Lot other than of a colour that matches the existing blind provided by the Developer, or of a colour otherwise approved in writing by the Owners Corporation;
- e) use the Lot for any purpose that may be illegal or injurious to the reputation of the premises comprised of the Lots and the common property or which may cause a nuisance or hazard to any other Owner of a Lot; and
- f) not permit any auction or sale to be conducted or take place on common property without prior permission of the Owners Corporation which must provide the necessary security arrangements at the cost of the Owner;

AR524424C

05/10/2018

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- 16.4** clear on each and every day any mail-receiving box and/or newspaper receptacle of all material and objects whatsoever whether solicited or not, or arrange for such required clearance by other persons should the Owner or Occupier be absent for any reason for any period of more than one night; and
- 16.5** who grows plants in pots or planter boxes must only grow plants with non-invasive root systems and will be held liable for all damage by plants which cause a failure in a planter box, a structure and or any waterproof membrane, such pots or planter boxes not to be placed in a manner that may cause damage or injury.

Owners and Occupiers of Lots with either a balcony or terrace with a pod and paver flooring must:

- 16.6** take note of where waste points are located beneath pavers (designated at settlement with a 'Drain Below' identifier) and ensure regular seasonal maintenance is carried out to ensure leaf litter/dirt is removed to prevent blocking of drains; and
- 16.7** ensure that any pet is appropriately toilet trained onto a suitable catchment separate, and situated above the pavers, so that pets are unable to defecate or urinate on the pavers which can ultimately fall between the pavers to the surface underneath.

17. BALCONIES AND TERRACES

The overriding objective of this rule is to maintain a consistent appearance to the Building when viewed externally.

17.1 Owners and Occupiers must not:

- a)** display or hang any chattel or item (including any item of washing or any wind chimes or fairy lights and the like) on or from a balcony or terrace without the written consent of the Owners Corporation; or
- b)** allow any balcony or terrace to become unkempt or overgrown or unsightly.

17.2 Planter boxes located on a balcony or terrace must:

- a)** be in accordance with any Regulations issued by the Owners Corporation Committee;
- b)** be properly maintained;
- c)** not be watered in such a way that water may escape onto the common property or other Lots or their balconies and terraces; and
- d)** not be used in a way that is dangerous to other Occupiers or in a manner that may cause damage or Nuisance to other Occupiers.

17.3 Planter boxes fronting the glass balustrade must:

- a)** conform to the colour, height and material as specified in and Regulations issued by the Owners Corporation Committee; and
- b)** contain only plants that are of a box hedge type, limited in height and neatly trimmed no higher than the top of the glass balustrade.

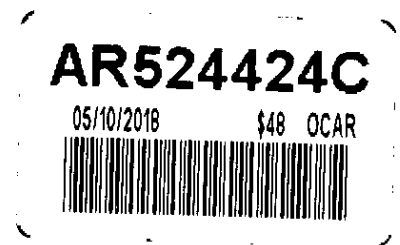
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05/10/2018

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- 17.4** Owners and Occupiers must not construct a structure of any nature on a balcony or terrace without first obtaining the express written consent of the Owners Corporation.
- 17.5** Any item that is permitted by the Owners Corporation to be on a balcony or terrace, including umbrellas, must be secured so that it cannot be dislodged during high winds.
- 17.6** Any furniture placed on a balcony or terrace must be of sufficient mass to remain in place during periods of high wind. Plastic, light aluminium and similar furniture does not meet this requirement and is not permitted.
- 17.7** Portable gas bottle stand heaters are not permitted on any balcony or terrace.
- 18. RESTRICTIONS - TRADE OR BUSINESS**
- 18.1** The Owner or Occupier must not use or permit others from using a Lot or any part of the common property for any trade, business or other commercial use unless that Lot is a Commercial Lot, without the express written consent of the Owners Corporation.
- 18.2** If authorised to do so by the Owners Corporation, the Owner or Occupier of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:
- a) the planning scheme of the relevant Authority governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot;
 - b) any requirements in respect of the trade, business or other commercial use stipulated by any relevant Authority from time to time are complied with; and
 - c) the trade, business or other commercial use can be carried on and is carried on without causing undue nuisance or, creating a greater security risk to the Owners and Occupiers of other Lots.
- 19. BUILDING WORKS TO LOTS AND COMMON PROPERTY**
- 19.1** An Owner must not undertake any building works within or about or relating to a Lot except in accordance with the following requirements:
- a) such works may only be undertaken if all required permits, approvals and consents under all relevant laws have been obtained and copies given to the Manager; and
 - b) the Owner must ensure that all works are undertaken in a reasonable manner so as to minimise any nuisance, disturbance or inconvenience to other Occupiers.
- 19.2** The Owner of a Lot must not proceed with any such works until the Owner:
- a) submits to the Owners Corporation plans and specification of any works proposed by the Owner which affect the external appearance of the Development, and such further particulars of those proposed works as the Owners Corporation may request; and
 - b) receives written consent from the Owners Corporation that the works accord with the reasonable aesthetic and orderly development of the Development. Such consent not to be unreasonably withheld but which may be given subject to the condition including that the reasonable costs of the Owners Corporation be met by the Owner.



- 19.3** An Owner of a Lot must ensure that all works undertaken by the Owner and the Owner's agents and contractors complies with the reasonable directions of the Owners Corporation concerning the method of building operation, means of access, use of the common property, on site management, and building protection and hours of work.
- 19.4** All agents and contractors must be supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and services therein.
- 19.5** The Owner must immediately make good all damage to, and dirtying of, the common property, the services thereof or any damage to fixtures fittings and finishes which are caused by such works. If the Owner fails to immediately do so the Owners Corporation may in its absolute discretion make good the damage and dirtying at the cost of the Owner.
- 19.6** An Owner must not construct or permit the construction or erection of any fence, pergola, screen, awning or other structure or outbuildings of any kind within or upon a Lot, to include a balcony or terrace, or on common property without the written consent of the Owners Corporation.

20. BICYCLES

An Owner or Occupier of a Lot must at all times:

- 20.1** not permit any bicycle to be stored on common property except in areas designated by the Owners Corporation or otherwise with its written consent. Designated areas include the 'bike racks' as supplied in the Car Park as well as those placed on the Level 1 Courtyard;
- 20.2** when using a bike rack on the Level 1 Courtyard, only enter or exit via the Main Entrance, being 77 Hobsons Road, and not via any of the lifts or other pedestrian access points;
- 20.3** with exception to 20.2 not permit any bicycle to be brought into foyers, lifts, stairwells, hallways, garden areas or other parts of the common property designated by Owners Corporation or Building Management from time to time; and
- 20.4** indemnify and keep indemnified the Owners Corporation on a full indemnity basis for the costs of repairing any damage to the common property arising out of bringing their bicycles on to any Lot (for example, corridors and doors).

21. NOISE LEVELS

- 21.1** Noise or vibration must not be audible or perceptible outside a Lot.
- 21.2** Noise levels from a Lot must not interfere with the peaceful enjoyment of others in the Building, including those lawfully using the common property.
- 21.3** Owners and Occupiers must not make or permit to be made any unreasonable level of noise in or about the common property.

An Owner or Occupier of a Lot must not:

- 21.4** use or permit to be used any instrument whatsoever which is audible outside its Lot between the hours of 10:00 pm and 8:00 am;



- 21.5** permit any entertainment noise or any noise created by any mechanical installation to be audible outside the Lot between the hours of 10:00 pm and 8:00 am;
- 21.6** make any disturbing or irritating noises or install or use any appliance, engine, machine or instrument which causes or may be likely to cause noise or vibration in the development; and
- 21.7** hold or permit to be held any social gathering in their Lot or on common property which is likely to cause any such noise as set out in this Rule or to cause any nuisance or disturbance to other Owners or Occupiers.

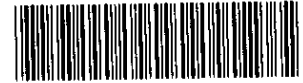
22. ANIMALS / PETS

- 22.1** No animals, except common household pets owned by Owners and Occupiers, are allowed in a Lot or the common property and the behaviour of pets in a Lot or the common property must be controlled so that it:
 - a)** does not interfere with the enjoyment of a Lot or the common property by others;
 - b)** minimises the adverse impact of such pets on fauna in the Lot and in common property; and
 - c)** is kept on a lead, carried or in a cage whilst on or in the common property.
- 22.2** All animals must wear an identification tag clearly showing the pet owner's address and/or telephone number.
- 22.3** Pet owners are encouraged to complete the Pet Registration Form to be obtained from Building Management in order to ensure that their pet may be returned with the minimum of fuss should they manage to escape.
- 22.4** Any excrement deposited by a pet on the common property must be cleaned up thoroughly and the area deodorised immediately by the Owner or supervisor of the pet.
- 22.5** Pet owners must ensure that any pet is appropriately toilet trained onto a suitable catchment separate, and situated above the pavers, so that pets are unable to defecate or urinate on the pavers which can ultimately fall between the pavers to the surface underneath.
- 22.6** Any Owner or Occupier who keeps and maintains a pet will be liable for any and all action by the pet whether or not the Owner had knowledge, notice or forewarning of the likelihood of such action.
- 22.7** 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.
- 22.8** If after the issuing of a caution, the Owners Corporation considers the animal is causing further Nuisance, it may order the immediate and permanent removal of the animal from the property. The animal's Owner must comply with any notice to permanently remove the animal.
- 22.9** Animal litter must be bagged, tied securely and placed in the Bin Room or Waste Drop-Off Areas on the ground floor. Animal litter must not be disposed of, down a rubbish chute.

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23. LEASED LOTS (OCCUPANCY BY NON-OWNERS)

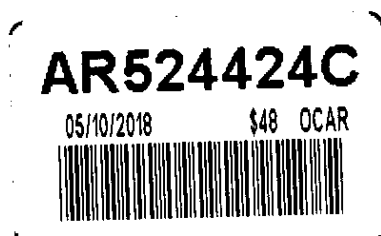
To ensure that the amenity, safety and security of the Building is maintained by and for all Owners and Occupiers, these Rules, shall apply in regard to leasing (renting) or occupancy of Lots by non-Owners:

- 23.1** An Owner may not lease, licence or grant any other occupancy rights in respect of a Lot for a term of less than 60 days without first obtaining the consent of the Owners Corporation to that occupancy. Residential apartments may not be used as a Serviced Apartment.
- 23.2** An Owner must exercise a high degree of caution and responsibility in making a Security Access Device available for use by an Occupier of a Lot, including without limitation entering into an appropriate agreement in any lease or licence agreement for the Lot to ensure return of the Security Access Device to the Owner upon expiry of the Occupier's lease or licence.
- 23.3** Without evidence of a written authority signed by the relevant Owner or the Owner's agent, the Owners Corporation may:
- a) not issue or replace lost Security Access Devices to or for non-Owners; and
 - b) disallow personal access and entry (or exit) of goods by non-Owners.
- 23.4** In order to maintain currency of occupancy records, Owners or the Owner's agent, must notify the Owners Corporation in advance of:
- a) details of new leaseholders or other changes of occupancy, to include names and a contact telephone number and/or email address; and
 - b) details of the expected term of each occupancy.
- 23.5** An Owner of a Lot, which is subject to a lease or licence agreement, must ensure that the lessee or licensee of the Lot complies with these Rules and any subsequent amendment to these Rules. This includes ensuring that the lessee or licensee has read and is bound by these Rules under the terms of their lease or licence agreement.
- 23.6** An Owner who grants a lease or licence over its Lot indemnifies the Owners Corporation and agrees to keep it indemnified against any costs or liabilities incurred by the Owners Corporation associated with the failure of the lessee or licensee to strictly comply with these Rules and against the failure of the lessee or licensee to pay the Owners Corporation any charges validly levied by the Owners Corporation against the lessee or licensee.

24. MISCELLANEOUS

An Owner or Occupier of a Lot must:

- 24.1** give prompt notice to the Owners Corporation of any accident to or fault in the water pipes, gas pipes, electrical, heating or cooling installations or fixtures which comes to its notice, and the Owners Corporation has authority by its agents or servants in the circumstances having regard to the urgency involved to examine or make such repairs as it or they deem necessary for the safety and preservation of the development as often as may be necessary;
- 24.2** regularly clean the interior and exterior of all windows forming part of his Lot;

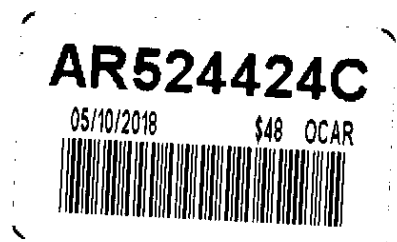


- 24.3** be responsible for closing any gates or doors when entering and leaving the common property (and ensure that their visitors and invitees do the same);
- 24.4** allow reasonable access to any part of his Lot for any trades person, contractor or service person employed by the Owners Corporation for the purpose of maintenance or repair of the common property or his Lot or any plant equipment, service, facility or utility;
- 24.5** take all reasonable precautions to keep his Lot free from rodents, vermin, insects and other pests;
- 24.6** ensure that any estate agent or person authorised by the Owner or Occupier to conduct an 'open for inspection' of their property (whether for lease or sale of the property) must personally escort all visitors to and from the property for the purpose of the inspection;
- 24.7** An Owner or Occupier of a Lot must not let any person into actual occupation (whether by means of lease or licence or otherwise) of his Lot unless that person covenants with them to comply strictly with these Rules and/or other Rules which may be in force at any time from time to time with respect to that Lot and to the development; and
- 24.8** The Owners Corporation may prepare a "House Rules" booklet for distribution to all Owners and Occupiers and which will include all relevant Rules and any other Rules and/or directions which are necessary for the proper management and/or running of the residential development.

MOVING AND DELIVERING RULES

25. MOVING INTO AND VACATING THE BUILDING

- 25.1** The moving of any furniture and goods in and or out of the Building must be made by pre-arrangement with Building Management, requiring the completion of the Move In/Move Out Acknowledgement Form, or by any other method of booking and agreement to any terms and conditions, to include the payment of a bond, as prescribed by the Owners Corporation from time to time.
- 25.2** The Owners Corporation Committee may determine by Regulations, additional conditions to ensure effective scheduling of lift, installing protective blankets, as well as a pre and post check of common area facilities for damage issues and rectification. Moves are scheduled when there is least demand for lift services by Occupiers, and unless otherwise stated, are restricted to Tuesday to Saturday, excluding Public Holidays, between the hours of 10:00 am and with completion by 3:00 pm.
- 25.3** A security bond of \$500 is required prior to any move, payable to the Building Management, of which the Owners Corporation has the right to use the bond to offset any cost for the rectification of any damaged caused.
- 25.4** Owners and Occupiers will be liable for any damage caused to the common property by the moving or transportation of the furniture and goods of the Owner (or of the Occupier of the Owner's Lot) in and around the Building, regardless of whether a professional moving company is engaged to move the furniture and goods.



25.5 The security bond may be used at the sole discretion of the Manager to repair any damage caused.

25.6 Owners and Occupiers will be held responsible for the cleanliness of common property and damage to the lifts and other common property. If any amount in excess of the security bond owing is not paid by the relevant Occupier within 14 days of the date of moving (and that Occupier is not the Owner of the Lot), then the Owners Corporation will recover the amount from the Owner.

26. MOVING LARGE ITEMS

26.1 Definition: In this rule, "Large Items" means furniture, appliances, electrical goods, equipment, large household articles or any items which may damage or obstruct any part of the common property (however temporary).

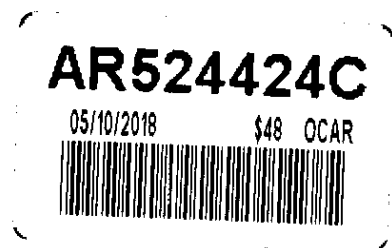
26.2 When delivering or receiving Large Items, an Owner or Occupier must:

- a) notify Building Management of their intention to move the Large Items at least 2 business days before the proposed move;
- b) allow a representative of the Owners Corporation to be present when the Large Items are moved;
- c) comply with all directions of Building Management, including the date and time for moving the Large Items and coordinating removalists or tradespeople involved in the move;
- d) only use the designated service lift nominated by Building Management to carry the Large Items and at the times permitted by the Owners Corporation, which is to be arranged by prior appointment;
- e) not allow any Large Items to contact lift doors or walls, including contact by leaning or stacking the Large Items against the lift door;
- f) not obstruct or restrict access (however temporary) to any lifts, lobbies, fire escapes or car parking areas used by other Occupiers of the building; and
- g) not carry the Large Items through the common property unless Building Management consents first.

26.3 An Owner or Occupier must immediately:

- a) repair any damage to the common property caused by moving the Large items;
- b) remove any rubbish, including paper, boxes or cartons; and
- c) pay to the Owners Corporation any costs the Owners Corporation incurs for making good any damage to or cleaning of the common property.

26.4 Without limitation, this rule applies to any items moved into or out of a Lot when an Owner or Occupier is moving into or vacating a Lot.



27. STORAGE

Storage cages have been supplied with a water-resistant plastic matting in case of surface water pooling in the car park. Owners and Occupiers are encouraged not to remove the matting without consultation with the Owners Corporation/Manager, and are advised not to rest any object that could be affected by water damage directly on the water-resistant matting or any other substituted surface to include the concrete flooring. Owners and Occupiers are strongly encouraged to ensure that any objects placed in the storage cages are either water proof or contained within water proof containers.

- 27.1** An Owner or Occupier may only store personal items within a secured storage cage or over the bonnet storage unit as provided by the initial owner.
- 27.2** An Owner or Occupier must not at any time store personal items on common property, of which may be removed by the Owners Corporation/Manager.
- 27.3** An Owner or Occupier must refrain from using its storage cage or over the bonnet storage unit in a manner which may cause nuisance, damage or hazard to any adjoining storage or vehicle parking spaces or common property.
- 27.4** The external appearance of a storage cage or over the bonnet storage unit must not be modified without the prior written consent of the Owners Corporation.
- 27.5** Over the bonnet storage units do not necessarily define Lot boundaries. Lot boundaries are as defined by the inside edge of the painted white lines.

28. BEHAVIOUR OF INVITEES

- 28.1** The duties and obligations imposed by these rules upon an Owner or Occupier of a Lot must be observed not only by the Owner or Occupier but also by the Invitees.
- 28.2** An Owner or Occupier must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Owner or Occupier of another Lot or of any person lawfully using the common property.
- 28.3** An Owner is liable to compensate the Owners Corporation for all damage to the common property or personal property vested in it caused by a breach of any rule.
- 28.4** Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these rules by any Owner or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Owner of the Lot at the time when the breach occurred.

29. WARRANTIES & NOVATION OR ASSIGNMENT OF CONTRACTS

- 29.1** The Initial Owner and/or Developer may at their discretion enter into time limited contracts to supply, service, clean, maintain and/or inspect building essentials services, other building services or functions, common areas of the Building, landscaping, or any other common property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the common property.
- 29.2** The Owners Corporation must accept an assignment or novation of the contracts referred to in Rule 29.1 at the first meeting of the Owners Corporation.

AR524424C

05/10/2018

\$48 OCAR



- 29.3** The Owners Corporation must maintain any contracts assigned or novated to it under this Rule to the end of its current term except where it is deemed that the contract is unreasonable or unnecessary or is replaced by a contract for similar services by the same service provider.
- 29.4** The Owners Corporation must comply with the terms of and properly manage any time or condition limited warranties for items, components or parts of the common property provided by subcontractors or suppliers so as to ensure they remain valid for the benefit of the Owners Corporation.
- 29.5** The Owners Corporation must ensure that it provides for or enters into contracts to provide for care, cleaning, maintenance and inspection of any item or component of common property to enable it to perform its obligations under the Law and these Rules upon the lapse of any subcontractor or supplier backed warranty or upon the end of any contract assigned or novated to it by the Developer or the Initial Owner.

30. COMMERCIAL LOT(S)

30.1 Definitions

In these rules:

- a) "Commercial Lot" means Lots 139 and 140 on the Plan;
- b) "Land" means all the land in the Plan; and
- c) "Plan" means plan of subdivision number PS730323D.

30.2 Without limiting any other rule, the Owner or Occupier of a Commercial Lot used for Commercial Purposes must:

- a) ensure that waste is disposed only in the bins allocated to Commercial Lots located in the Bin Room;
- b) ensure lids on bins set aside for Commercial Lots are securely closed and locked after each use and ensure that bins are kept clean;
- c) ensure all cardboard and paper waste is cut up or folded and neatly contained in bins;
- d) store all bins, bottles, cardboard/paper and any other refuse within the relevant Lot (but not any vehicle parking space forming part of that Lot) and must not store bins, bottles, cardboard/paper or any other refuse on common property except where designated by the Owners Corporation from time to time;
- e) any perishable rubbish must be refrigerated and hidden from view;
- f) washing down of bins must only be carried out within the Lot, excluding vehicle parking spaces;
- g) comply with all health, noise and other regulations in carrying on the business from the Lot;

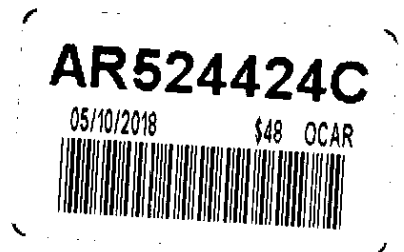
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- h)** any mechanical fluing must be charcoal filtered or equivalent;
 - i)** small utility deliveries are to be between 6:00 am and 6:00 pm Monday to Friday and 7:00 am and 6:00 pm Saturdays & Sundays;
 - j)** large deliveries are to be between:
 - i.** 8:00 am and 6:00 pm Monday to Friday; and
 - ii.** 9:00 am and 6:00 pm Saturday to Sunday;
 - k)** not permit electronic gaming machines;
 - l)** make all reasonable attempts to address/treat any odours that emanate from the Lot;
 - m)** ensure that all wall, floor and ceiling linings and treatments are acoustically treated to ensure that an acoustic performance level of STC30 is achieved; and
 - n)** ensure that its employees, customers, contractors or invitees use only the toilet facilities within the Commercial Lot and not any other toilet facilities in the Development.
- 30.3** The Owner or Occupier of Commercial Lot 139, their employees, customers, contractors or invitees are not permitted access and/or use of the Roof Top Garden areas.
- 30.4** Commercial Lot 139 will be provided access from the Car Park to Ground Level via lift LC01 only.
- 30.5** Rules 30.3 and 30.4 apply only for the period of time that Lot 139 is used for Commercial Purposes.
- 30.6** The Owner or Occupier of Commercial Lot 140, their employees, customers, contractors or invitees are not permitted access and/or use of the Level 1 Courtyard or Roof Top Garden areas.
- 30.7** Commercial Lot 140 will be provided access from the Car Park to Ground Level via lift LC04 only.
- 30.8** Rules 30.6 and 30.7 apply only for the period of time that Lot 140 is used for Commercial Purposes.
- 30.9** Nothing herein will prevent or prohibit any Owner or Occupier of a Commercial Lot from carrying on its reasonable business operations within a Commercial Lot and to apply for, and obtain, any planning permit, liquor licence, or any other legislative consent or permit which the Owner of any commercial Lot may apply for, provided that all times the Owner or Occupier of any such commercial Lot:
 - a)** operates lawfully;
 - b)** obtains each and every permit, liquor licence or other consent required; and
 - c)** operates within the terms of any such liquor licence, permit or consent.



30.10 The Owner or Occupier of any Commercial Lot will be responsible for all costs associated with the cleaning, repairs and maintenance of the areas licensed to them. The licensees will be responsible for ensuring that these areas are kept in a pristine condition at all times.

30.11 Any Owner or Occupier of a Commercial Lot will be entitled to reasonable access at all times for invitees and customers through those parts of the common property necessary for usual business practice.

30.12 The Owners Corporation will not hinder access to the Commercial Lots via the main front entry except when they are required to undertake routine maintenance of these areas.

31. SIGNAGE RIGHTS FOR COMMERCIAL LOT

31.1 An Owner or Occupier of a Commercial Lot may install signs on those parts of the common property approved by the Owners Corporation from time to time:

- a) which are of the nature usually displayed in connection with businesses of the nature carried on in the relevant Commercial Lot;
- b) which are in keeping with the architectural style of the improvements making up the common property; or
- c) which advertise that the relevant Commercial Lot or part of it is for lease.

31.2 Any question as to whether signs comply with this rule if not resolved by agreement are to be determined by an architect appointed by the President of the Royal Australian Institute of Architects – Victorian Chapter at the request of either the Owners Corporation or any Owner of any Commercial Lot. That architect's determination will be final and binding on the relevant Owner and the Owners Corporation and the architect's fees must be paid by the relevant Owner and Owners Corporation in equal shares.

31.3 The architect will be acting as an expert and not as an arbitrator when making a determination under this rule.

32. INITIAL OWNER AND DEVELOPER'S RIGHTS

32.1 Definition – In this Rule "Development Lease" means the lease over Common Property granted by the Owners Corporation to the Initial Owner and Developer to facilitate the Initial Owner and Developer carrying out works to complete the balance of the Development.

32.2 Nothing in these rules will prevent or hinder the Initial Owner and Developer from completing construction of improvements on the Land and nothing in these rules will prevent or hinder the Initial Owner and Developer from selling any Lot and without limitation the Initial Owner and Developer may:

- a) use any Lot as a display Lot to assist in the marketing and sale of other Lots or other property developed or to be developed by it;
- b) place anywhere on the common property signs and other materials relating to sale of Lots or relating to the display Lot;
- c) conduct in a Lot or anywhere on the common property an auction sale of a Lot;

AR524424C

05/10/2018

\$48 OCAR



- d) use in any way it considers necessary any part of the common property for the purposes of selling Lots; and
- e) use in any way it considers necessary any part of the common property to facilitate completion of construction of improvements on the Land.

32.3 An Occupier must comply with all reasonable directions of the Initial Owner and Developer in the course of the Initial Owner and Developer exercising its rights under the Development Lease.

33. DEVELOPER'S OBLIGATIONS

In exercising its rights under these rules, the Developer must use reasonable endeavours to cause the Owners and Occupiers as little inconvenience as reasonably possible in the circumstances.

34. OWNERS CORPORATION OBLIGATIONS

The Owners Corporation must at the request and cost of the Developer do all things reasonably required by the Developer to facilitate efficient and economic completion of construction by the Developer of improvements on the Land and sale by the Developer of Lots and without limitation the Owners Corporation must for those purposes sign all necessary consents to permits required by the Developer and must restrict Owners and Occupiers from having access to or use of parts of the common property when it is necessary to do so.

35. CONSENT GIVEN

Wherever the consent of the Owners Corporation is required, then unless specified elsewhere in these Rules the Owners Corporation must be given reasonable notice in writing of the request and can delay, refuse or grant the consent subject to any conditions which it deems fit in its absolute discretion.

36. COMPLIANCE WITH LAWS

An Owner or Occupier must at its expense promptly comply with all laws relating to the Lot including, without limitation, any requirement, notice or order of any governmental authority.

37. COMPLIANCE WITH RULES

An Owner or Occupier of a Lot must ensure that its invitees comply with these Rules.

38. OWNERS CORPORATIONS ACT 2006

An Owner or Occupier of a Lot must not breach nor permit persons under its control to breach the Act.

39. RULES SUBJECT TO RIGHTS OF THE INITIAL OWNER AND DEVELOPER

These Rules do not apply to and, are not enforceable against the Initial Owner, the Developer or their mortgagee(s) or chargee(s) (if any), to the extent set out in Schedule 2.

SCHEDULE 1 - MOVING AND DELIVERY RULES

1. MOVE IN/MOVE OUT

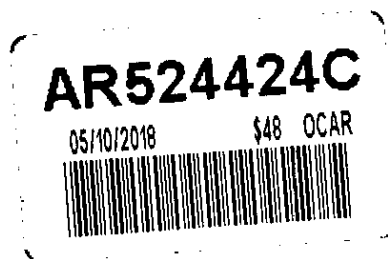
- 1.1** An Owner or Occupier of a Lot must give at least 2 business days' notice to Building Management before any items (furniture, fittings or equipment) may be moved in or out of any Lot. Items must be moved as per the direction of the Owners Corporation.
- 1.2** Please contact Building Management to book in a time to move and to obtain, complete and return to Building Management a Move In/Move Out Acknowledgement Form.
- 1.3** The moving of items must be done in a manner and at the time directed by Building Management provided that nothing herein shall restrict the movement of such items if they can be safely and adequately moved by one person and are of a nature such that damage will not occur to any items of common property or the property belonging to an Occupier of any other Lot.
- 1.4** An Owner or Occupier must not damage, obstruct or interfere with the lifts, stairways, corridors or any other common property when moving any items in or out of any Lot.
- 1.5** When using the lifts to move goods or furniture an Owner or Occupier must ensure that the walls, floor and ceiling of the lifts are adequately protected from damage.

2. USE OF LIFTS

- 2.1** An Occupier (or any person acting on their behalf) must avoid holding the lift doors open and/or preventing the doors of the lift closing for any lengthy periods of time so as to interfere with the normal operation of the lifts.
- 2.2** An Occupier must obtain the consent of Building Management to use the lifts for the delivery or removal of goods only between the hours of 10.00 a.m and 3.00 pm Tuesday to Saturday inclusive.
- 2.3** An Occupier must ensure that utmost care is taken when moving the Occupier's items through the common areas. The Occupier must take care not to damage lobby walls or lifts. If damage is found after the Occupier's move in slot, the Occupier will be asked to pay for the damage to be repaired.

3. DELIVERIES

- 3.1** The delivery of large items will require a protective lift curtain to be installed, with 2 business days' notice to the Owners Corporation or Manager.





SCHEDULE 2 - RULES SUBJECT TO RIGHTS OF THE INITIAL OWNER AND DEVELOPER

- 1.** These Rules do not apply to and, are not enforceable against the Initial Owner, the Developer or their mortgagee(s) or chargee(s) (if any), for so long as any of the following apply:

- 1.1** the Initial Owner and/or its equity partners (if any) is an Owner or Occupier;
- 1.2** the Developer and/or its equity partners (if any) is an Owner or Occupier;
- 1.3** any mortgagee or chargee of the Initial Owner or Developer has an interest in any Lot; or
- 1.4** the Initial Owner or Developer and/or their equity partners (if any) is engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Initial Owner, Developer or their mortgagee(s) or chargee(s) may be engaged in or which may be carried out to complete construction of the Building and facilities comprised in the Plan or the Development.

- 2.** The Initial Owner, Developer and their equity partners (if any), their mortgagee(s) and chargee(s) must be and are by this Schedule, authorised by each and every Owner of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:

- 2.1** erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and
- 2.2** take exclusive and sole possession of any parts of the common property as it may need to have exclusive possession of to carry out any works or activities in relation to the Development; and
- 2.3** exclude all and any Owners or Occupiers from any parts of the common property as may be necessary to carry out any works in relation to the Development; and
- 2.4** erect for sale promotional advertising or other signs as the Developer may require on any part of the common property; and
- 2.5** grant rights to use or access through or over the common property to third parties on such terms and conditions as the Initial Owner, Developer or their mortgagee(s) or chargee(s) thinks fit; and
- 2.6** limit or restrict access to certain areas of the Development including areas of the common property to expeditiously complete the Development; and
- 2.7** use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development to carry out any works; and
- 2.8** do anything else reasonably necessary to complete the Development, provided that the Initial Owner, Developer and/or any third party authorised by it under this Schedule or any party to which it assigns all or part of the benefits of its rights under this Schedule, uses its best endeavours to minimise disturbance and inconvenience to others occupying or using the common property.

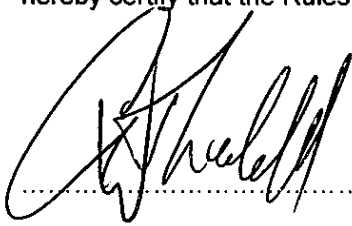
3. The Owners Corporation must, within 7 days of being requested by the Developer or its mortgagee or chargee, sign whatever consents, authorities, permits or other such documents as may be required to enable the Initial Owner, Developer or their mortgagee(s) or chargee(s) to complete the Development. An Owner must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Schedule or contravene any right or reprieve afforded to the Owner and Developer under this Schedule.
4. In exercising its rights under this Schedule, the Initial Owner and/or Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Owners. The Initial Owner and/or Developer must only exercise their rights to the extent genuinely necessary for the Development. The Initial Owner and Developer must not exercise their rights under this Schedule to arbitrarily exclude the Owners Corporation or the participation of Owners.

Signage & Other Licences

5. The Owners Corporation may grant the Initial Owner or the Developer:
 - 5.1 a lease and licence including but not limited to for the provision of information technology infrastructure relating to broadband services to the Development;
 - 5.2 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the common property; or
 - 5.3 allow the Initial Owner's or the Developer's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit, provided the Initial Owner and/or Developer uses their best endeavours to minimise disturbance and inconvenience to others Owners' or Occupiers' use of the common property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.
6. An Owner or Occupier of the Lot must not hinder or impede the Initial Owner and/or the Developer from exercising their rights under any agreement entered into under this Rule.
7. The Owners Corporation must procure all the necessary consents and resolutions to give effect to the matters set out in this Schedule.
8. An Owner must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would impede the powers of the Owners Corporation under this Schedule.



I, Garry Theobald, for and on behalf of Urban Residential Development (OCM) Pty Ltd,
hereby certify that the Rules dated 24 August 2018 contained herein are true and correct.



Garry Theobald
Urban Residential Development (OCM) Pty Ltd
Manager
Owners Corporation PS730323D

Date: 24 AUGUST 2018



PROPERTY REPORT

Created at 17 September 2025 08:03 PM

PROPERTY DETAILS

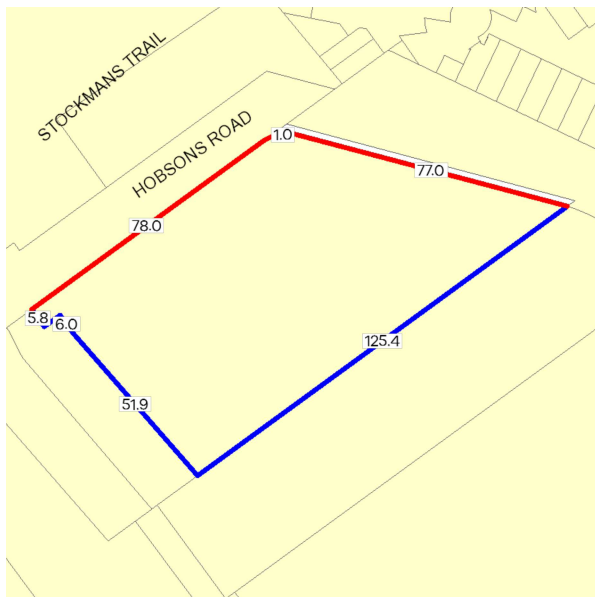
Address: **310/77 HOBSONS ROAD KENSINGTON 3031**
Lot and Plan Number: **Lot 310 PS730323**
Standard Parcel Identifier (SPI): **310\PS730323**
Local Government Area (Council): **MELBOURNE**
Council Property Number: **697104**
Directory Reference: **Melway 2T D6**

www.melbourne.vic.gov.au

Note: There are 178 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

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



Area: 6517 sq. m

Perimeter: 359 m

For this property:

— Site boundaries

— Road frontages

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

11 overlapping dimension labels are not being displayed

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

For more accurate dimensions get copy of plan at
[Title and Property Certificates](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **MELBOURNE**

PLANNING INFORMATION

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

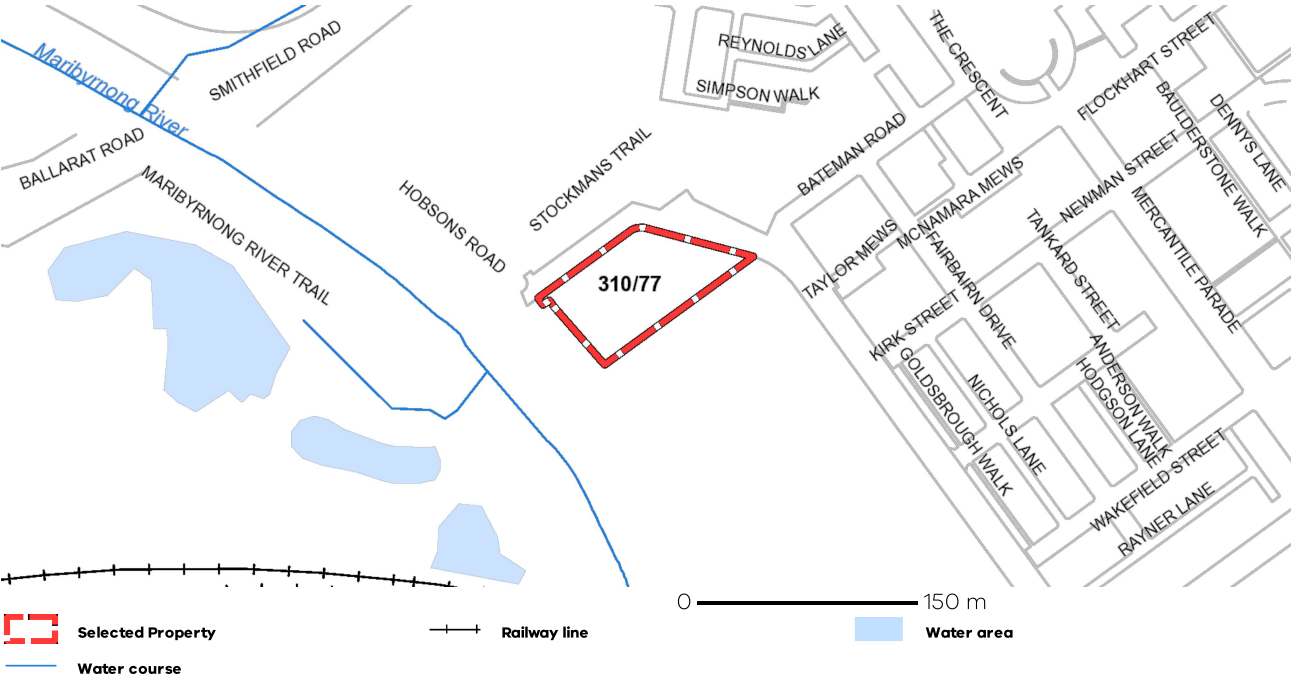
The Planning Property Report for this property can found here - [Planning Property Report](#)

Planning Property Reports can be found via these two links

Vicplan <https://mapshare.vic.gov.au/vicplan/>

Property and parcel search <https://www.land.vic.gov.au/property-and-parcel-search>

Area Map



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 17 September 2025 08:03 PM

PROPERTY DETAILS

Address: **310/77 HOBSONS ROAD KENSINGTON 3031**
Lot and Plan Number: **Lot 310 PS730323**
Standard Parcel Identifier (SPI): **310\PS730323**
Local Government Area (Council): **MELBOURNE**
Council Property Number: **697104**
Planning Scheme: **Melbourne**
Directory Reference: **Melway 2T D6**

www.melbourne.vic.gov.au

[Planning Scheme - Melbourne](#)

UTILITIES

Rural Water Corporation: **Southern Rural Water**
Melbourne Water Retailer: **Greater Western Water**
Melbourne Water: **Inside drainage boundary**
Power Distributor: **JEMENA**

STATE ELECTORATES

Legislative Council: **NORTHERN METROPOLITAN**
Legislative Assembly: **MELBOURNE**

OTHER

Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

[MIXED USE ZONE \(MUZ\) \(MELBOURNE\)](#)

[SCHEDULE TO THE MIXED USE ZONE \(MUZ\) \(MELBOURNE\)](#)



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

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

PLANNING PROPERTY REPORT: 310/77 HOBSONS ROAD KENSINGTON 3031

Page 1 of 7

Planning Overlays

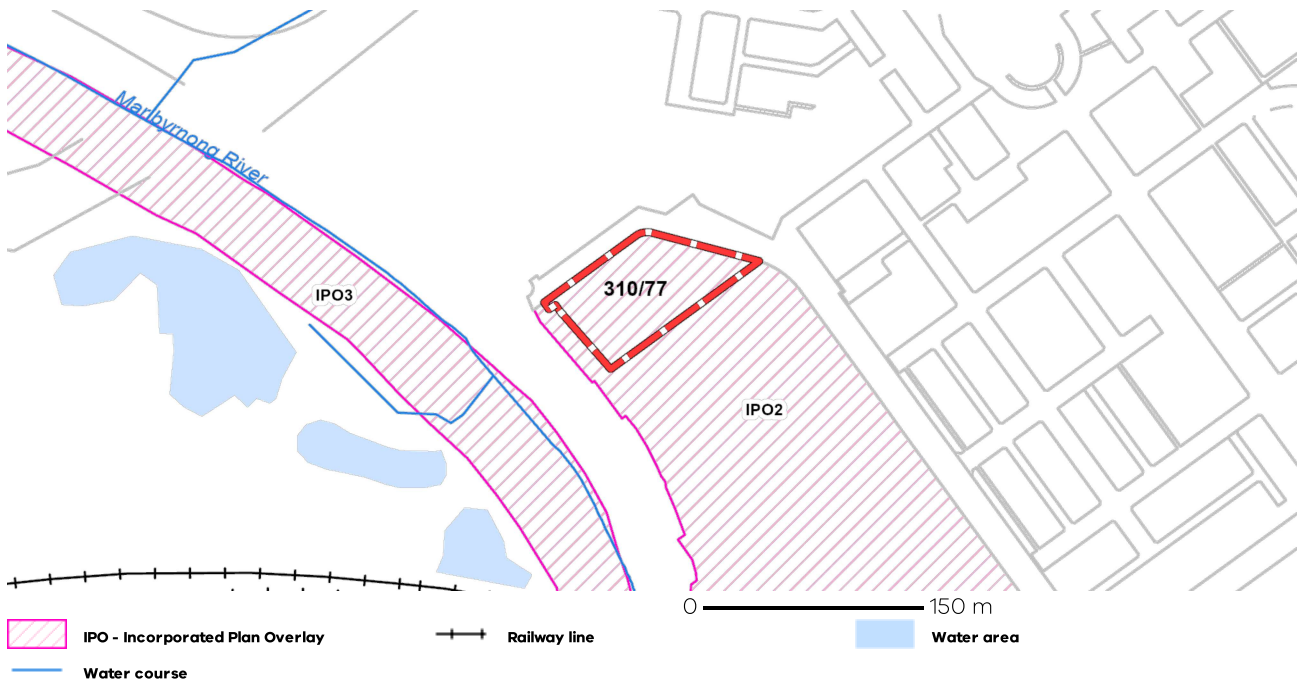
ENVIRONMENTAL AUDIT OVERLAY (EAO) (MELBOURNE)



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

INCORPORATED PLAN OVERLAY (IPO) (MELBOURNE)

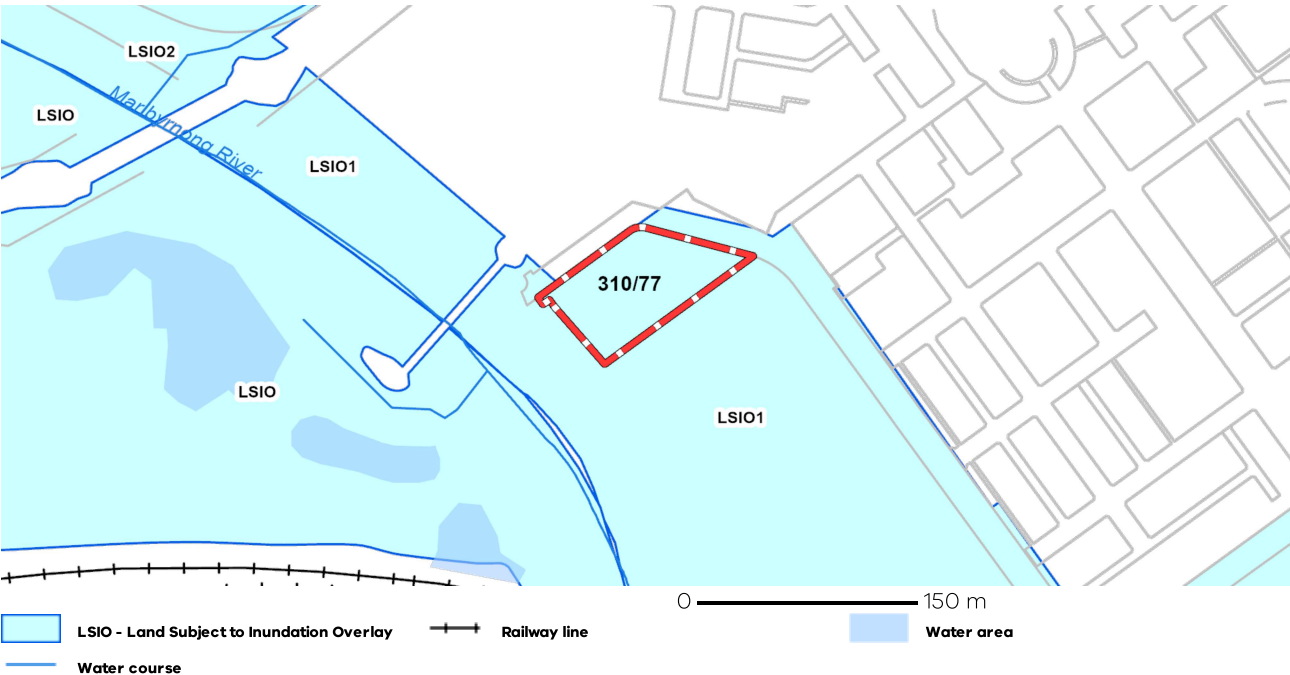
INCORPORATED PLAN OVERLAY - SCHEDULE 2 (IPO2) (MELBOURNE)



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

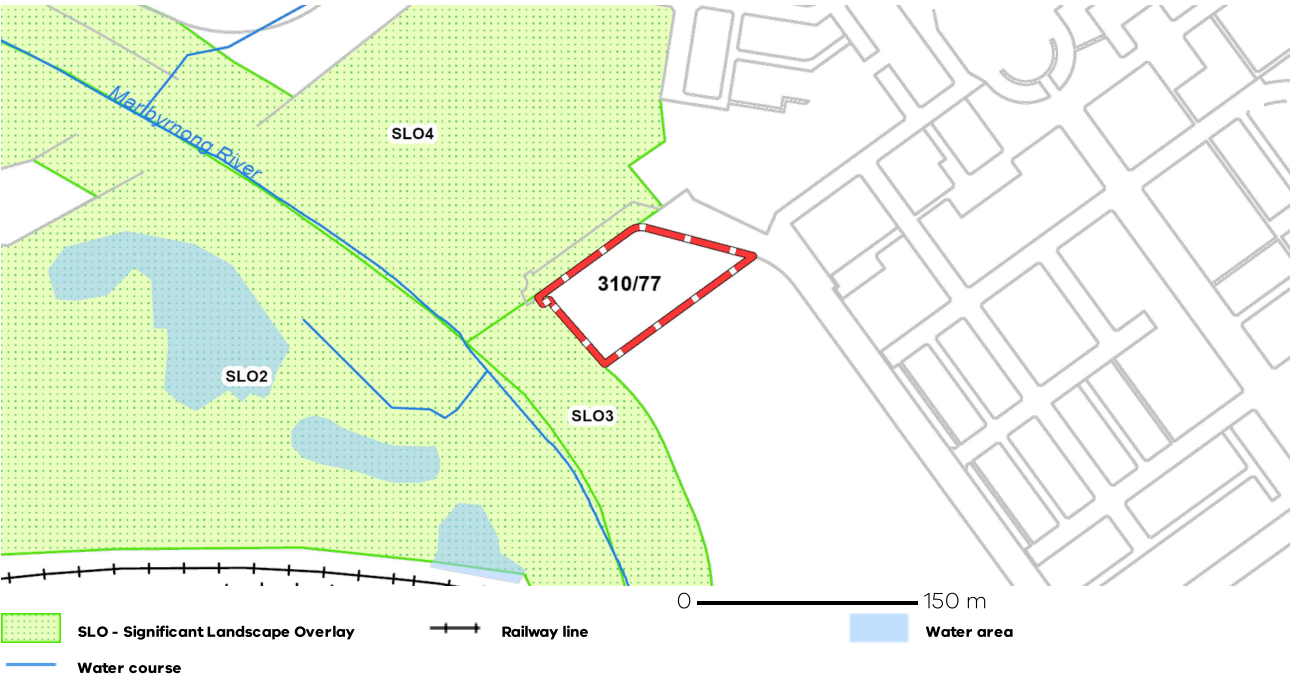
Planning Overlays

[LAND SUBJECT TO INUNDATION OVERLAY \(LSIO\) \(MELBOURNE\)](#)
[LAND SUBJECT TO INUNDATION OVERLAY - SCHEDULE 1 \(LSIO1\) \(MELBOURNE\)](#)



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

[SIGNIFICANT LANDSCAPE OVERLAY \(SLO\) \(MELBOURNE\)](#)
[SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 3 \(SLO3\) \(MELBOURNE\)](#)



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

Planning Overlays

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

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

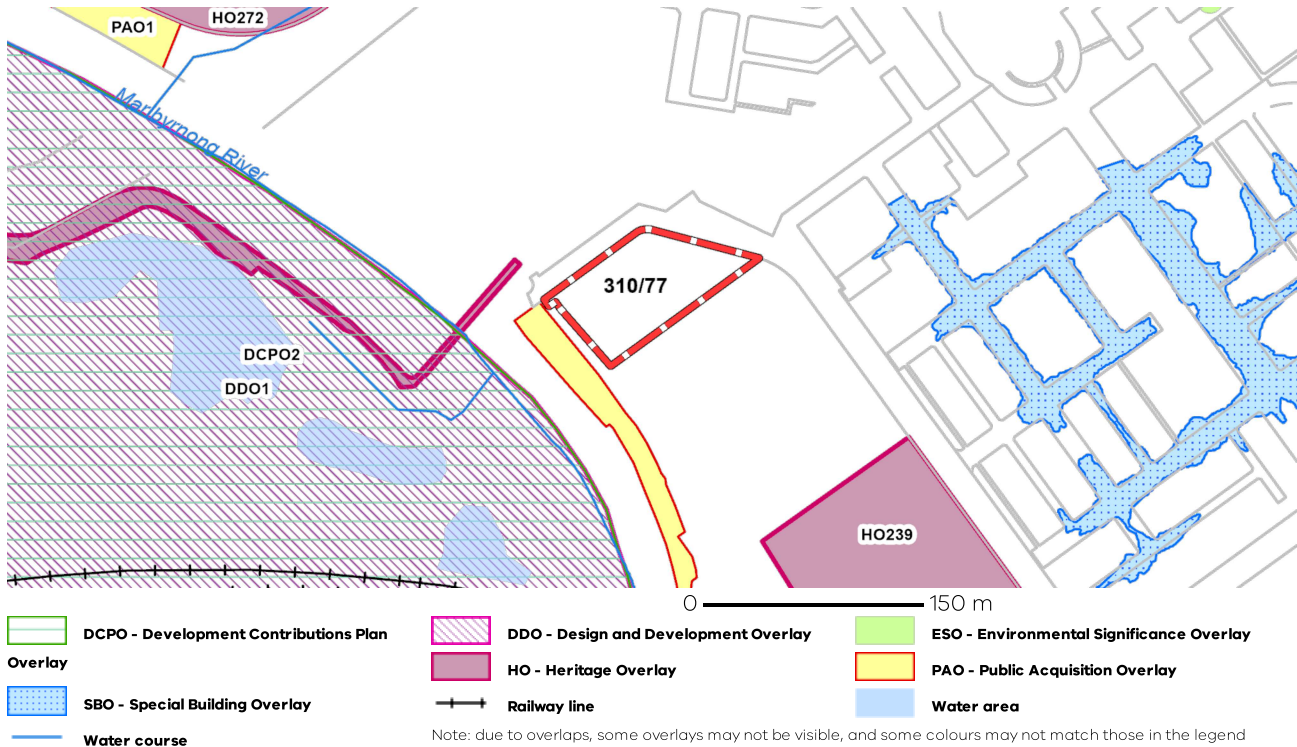
[ENVIRONMENTAL SIGNIFICANCE OVERLAY \(ESO\) \(MELBOURNE\)](#)

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

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

[PUBLIC ACQUISITION OVERLAY \(PAO\) \(MELBOURNE\)](#)

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



Areas of Aboriginal Cultural Heritage Sensitivity

All or part of this property is an 'area of cultural heritage sensitivity'.

'Areas of cultural heritage sensitivity' are defined under the Aboriginal Heritage Regulations 2018, and include registered Aboriginal cultural heritage places and land form types that are generally regarded as more likely to contain Aboriginal cultural heritage.

Under the Aboriginal Heritage Regulations 2018, 'areas of cultural heritage sensitivity' are one part of a two part trigger which require a 'cultural heritage management plan' be prepared where a listed 'high impact activity' is proposed.

If a significant land use change is proposed (for example, a subdivision into 3 or more lots), a cultural heritage management plan may be triggered. One or two dwellings, works ancillary to a dwelling, services to a dwelling, alteration of buildings and minor works are examples of works exempt from this requirement.

Under the Aboriginal Heritage Act 2006, where a cultural heritage management plan is required, planning permits, licences and work authorities cannot be issued unless the cultural heritage management plan has been approved for the activity.

For further information about whether a Cultural Heritage Management Plan is required go to <https://heritage.achris.vic.gov.au/aavQuestion1.aspx>

More information, including links to both the Aboriginal Heritage Act 2006 and the Aboriginal Heritage Regulations 2018, can also be found here - <https://www.firstpeoplesrelations.vic.gov.au/aboriginal-heritage-legislation>



Further Planning Information

Planning scheme data last updated on 12 September 2025.

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

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

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

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

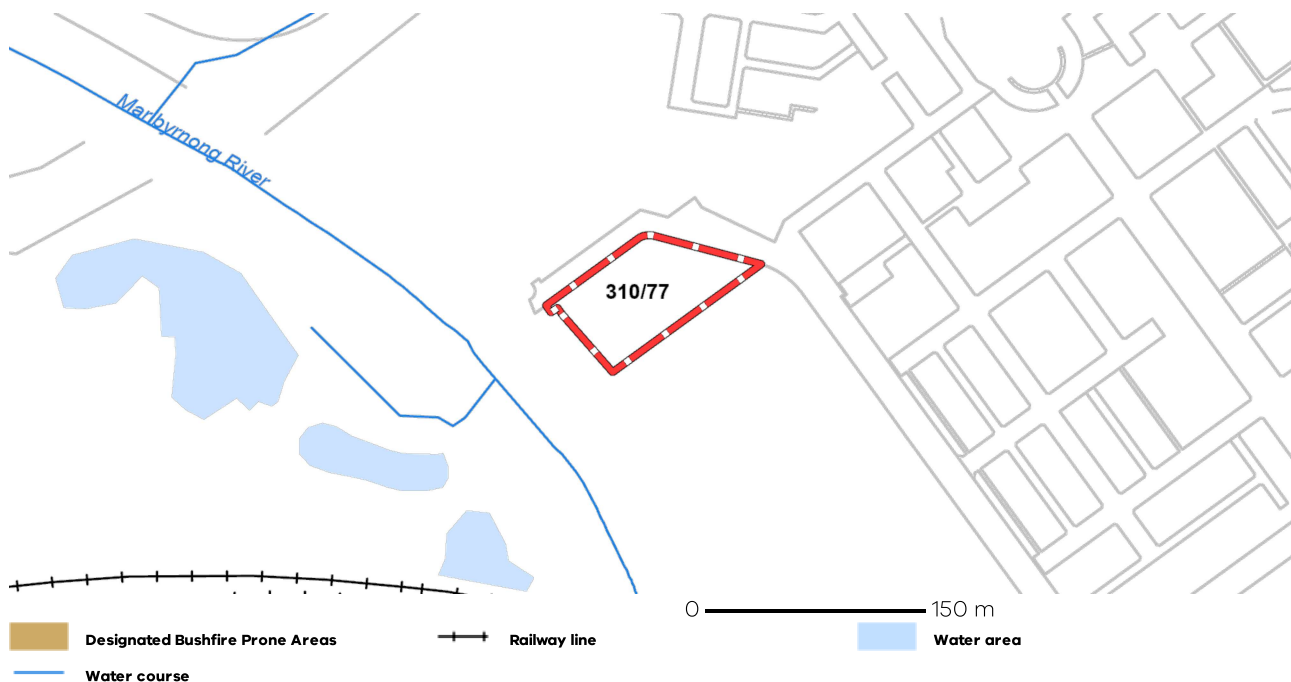
For other information about planning in Victoria visit <https://www.planning.vic.gov.au>

Designated Bushfire Prone Areas

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

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

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



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

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

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

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

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

Native Vegetation

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

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

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

MRE

12 Yarra Street,
South Yarra, VIC 3141

P: 03 9829 2900
ABN: 14005638675

MRE

Residential Rental Agreement - Renewal

for

310/77 Hobsons Road, KENSINGTON VIC 3031

This agreement is between **Matthew Jacobson**
and **Narayan Singh**.

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Powered by iProperty Express

Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

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

1. Date of agreement

This is the date the agreement is signed

Thu 04/04/2024

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

2. Premises let by the rental provider

Address of premises

310/77 Hobsons Road, KENSINGTON VICPostcode 3031

3. Rental provider details

Full name or company name of rental provider	Matthew Jacobson
Address (if no agent is acting for the rental provider)	Postcode
Phone number	
ACN (if applicable)	
Email address	

Rental provider's agent details (if applicable)

Full name	MRE
Address	12 Yarra Street, South Yarra, VICPostcode 3141
Phone number	03 9829 2900
ACN (if applicable)	
Email address	

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

4. Renter details

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

Full name of renter 1	Narayan Singh		
Current Address:	310/77 Hobsons Road	Postcode	
Phone number:	0451 977 204		
Email:	nikkuratnu@gmail.com		
Full name of renter 2			
Current Address:			Postcode
Phone number:			
Email:			
Full name of renter 3			
Current Address:			Postcode
Phone number:			
Email:			
Full name of renter 4			
Current Address:			Postcode
Phone number:			
Email:			

5. Length of the agreement

☒ Fixed term agreement	Start date	Sat 01/06/2024	(this is the date the agreement starts and you may move in)
	End date	Sat 31/05/2025	
☐ Periodic agreement (monthly)	Start date		

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

6. Rent

Rent amount(\$) (payable in advance)	2173.00
To be paid per	☐ week ☐ fortnight ☒ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	15th day of each month
Date first rent payment due	Sat 15/06/2024

7. Bond

The Renter has paid the bond specified below

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

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

Rental bond amount(\$)	2173
Bond lodgement date	Fri 19/05/2023
Bond Lodgement No.	15587750

Part B – Standard terms

8. Rental provider's preferred method of rent payment

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

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

(Rental provider to tick permitted methods of rent payment)

☒ direct debit	☐ bank deposit	☐ cash	☐ cheque	☐ money order	☐ BPay
☐ other electronic form of payment, including Centrepay					

Payment details (if applicable)

9. Service of notices and other documents by electronic methods

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

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

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

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

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

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

☒ Yes

Natasha Grujic: natasha.g@mre.today

☐ No

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

(Renter to tick as appropriate)

Renter 1

☒ Yes

Narayan Singh: nikkuratnu@gmail.com

☐ No

Renter 2

☐ Yes

☐ No

Renter 3

☐ Yes

☐ No

Renter 4

☐ Yes

☐ No

10. Urgent repairs

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

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

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

Emergency contact name

<https://www.melbournerealestate.com.au/emergency-maintenance/>

Emergency phone number

03 9829 2900

Emergency email address

rentals@melbournerealestate.com.au

11. Professional cleaning

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

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

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

12. Owners corporation

Do owners corporation rules apply to the premises?

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

(Rental provider to tick as appropriate)

☐ No

☒ Yes

13. Condition report

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

(rental provider to tick as appropriate)

☒ The condition report has been provided

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

14 Electrical safety activities

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

15 Gas safety activities

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

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

16 Smoke alarm safety activities

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

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

17 Swimming pool barrier safety activities

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

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

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

18 Relocatable pool safety activities

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

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

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

19 Bushfire prone area activities

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

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

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

Part D – Rights and obligations

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

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

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

20. Use of the premises

The renter:

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

21. Condition of the premises

The rental provider:

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

The renter:

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

22. Modifications

The renter:

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

The rental provider:

- must not unreasonably refuse consent for certain modifications.

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

23. Locks

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

24. Repairs

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

25. Urgent repairs

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

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

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

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

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

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

26. Non-urgent repairs

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

27. Assignment or sub-letting

The renter:

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

The rental provider:

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

28. Rent

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

29. Access and entry

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

30. Pets

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

31. Additional terms (if any)

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

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

32. Residential Tenancy Database

In accord with Section 439 (1) of the Act MRE will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by MRE subject to the Act.

33. Rental Provider Obligations

The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate. The Rental Provider or MRE may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or MRE may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.

The Rental Provider must not increase the Rental more than once in every 12 months.

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

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

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

34. Availability of Premises

MRE will use its best endeavours so that the Premises are available on the Commencement Date.

35. Payment of Services

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

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

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

36. Contents Insurance

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

37. Use of Premises

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

38. No Representations

The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the

Rental Provider or MRE in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.

39. Condition Report

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

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

40. No Promise of Renewal

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

41. Rental Provider Termination

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

42. Lost Keys

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

43. Extra Keys

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

44. Floor Protection

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

45. Changing Locks

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

46. Comply with Insurance

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

47. No Invalidating Insurance

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

48. Protection Against Damage

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

49. Shared Services

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

50. No Servicing Vehicles

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

51. Report Damage or Injury

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

52. Notify Blockages

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

53. Alterations

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

54. Rubbish

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

55. Pests

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

56. Hanging Clothes

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

57. Replace Light Globes

The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting

tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.

58. Smoke Free Zone

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

59. Payment of Rental

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

60. Rental Increase

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

61. Maintain Garden

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

62. Watering System

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

63. Rental Provider Repairs

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

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

64. Urgent Repairs

The Renter acknowledges that MRE is authorised to attend to urgent repairs to a maximum of \$2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact MRE during business hours or after hours information service on 03 9829 2900 or MRE approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.

65. Vehicle Parking

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

66. Pets

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

67. Pools and Water Features

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

68. Rental Provider Entry

Subject to compliance with the Act, the Rental Provider or MRE has the right to enter the Premises:

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

69. Assignment and Sub-Letting

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

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

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

70. Rental Provider Notice

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

71. Renter Notice

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

72. Periodic Tenancy

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

73. Rental Provider Expenses

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

1. INITIAL TERM LEASING FEE: Leasing fee incurred by the rental provider at the beginning of the Residential Rental Agreement divided by the term (number of days) of the initial fixed period, multiplied by the number of remaining days of the initial fixed period from and including the date a new renter takes possession. RENEWAL TERM LEASING FEE : Leasing renewal fee incurred by the Rental Provider at the beginning of the current renewed Residential Rental Agreement divided by the term (number of days) of the current renewed fixed term period, multiplied by the number of remaining days of the current renewed fixed term period from when a new renter takes possession.
2. Marketing costs as incurred by MRE;
At Cost - \$385
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.

74. Return Keys

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

75. No Set-Off

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

76. Remove Personal Property

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

77. Window Cleaning

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

78. Carpet Cleaning

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

79. Definitions and Interpretation

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

80. Electronic Notices

The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed

utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of MRE. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.

81. Change of Electronic Address

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

82. Withdraw Consent

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

83. Furnishings

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

84. Care for Furnishings

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

85. Repair/Replacement of Furnishings

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

86. Cost of Repairs/Replacements

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

87. Owners Corporation

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

Benchtop & Splashback Care

Your kitchen may come with a **Natural Stone Benchtop** and **Splashback**. Routine cleaning should involve wiping with a damp cloth or sponge with warm soapy water (mild detergent) or specialised stone cleaner.

Harsh or abrasive products (including scourers), products that contain acidity such as citric acid & products containing bleach **should be avoided**. Also, avoid use of thinners or mineral turpentine, as these will damage the stone.

Follow the below listed **simple protection measures** to ensure the natural appearance of the stone featured in your property is maintained;

- **Use** a chopping board, place mats & coasters
- **Avoid** sitting / standing on bench tops & vanities
- **Wipe** up spills immediately
- **Avoid** substances such as soap, detergents, abrasive or harsh chemicals or cleaners, solvents, toothpaste, tea, coffee, alcohol, vinegar & citrus juices
- **Avoid** resting steel or items which may rust on the stone
- **Do not** use acids, wax, sealers, steam cleaners or petroleum products on stone
- **Do not** rest hot items such as saucepans and fry pans on stone

For further information, please refer to your property manager (03) 9829 2900.

Thank you.

Renter Acknowledgement

1. Narayan Singh viewed and acknowledged at Thu, 04/04/2024 14:44 from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

Signup Checklist

Leases

All leases have been signed and initialled by the renters. Any relevant questions have been asked and answers provided by the MRE team member.

Renter Acknowledgement

1. Narayan Singh viewed and acknowledged at Thu, 04/04/2024 14:44 from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

Rent

Payments are made via direct debit. Pro rata payment (if applicable) and due dates explained, \$40 dishonour fee acknowledged.

Renter Acknowledgement

1. Narayan Singh viewed and acknowledged at Thu, 04/04/2024 14:44 from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

Electronic Bond Lodgement

Following successful payment of your Bond you will receive an email and SMS from the RTBA directly to finalise your Bond Lodgement, please ensure you follow the prompts and complete this as required.

Renter Acknowledgement

1. Narayan Singh viewed and acknowledged at Thu, 04/04/2024 14:45 from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

Condition Report

Condition Report to be returned within five business days of collecting keys.

Renter Acknowledgement

1. Narayan Singh viewed and acknowledged at Thu, 04/04/2024 14:45 from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

Routine Inspections

First one will occur after three months then every six months following. Video and/or photographs will be taken during the inspection (personal items to be put out of sight). Times will be between 9:00am and 5:30pm Monday to Friday (office key to be used if renter can't be home).

Renter Acknowledgement

1. Narayan Singh viewed and acknowledged at Thu, 04/04/2024 14:45 from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

Maintenance

All maintenance is to be in writing. Urgent repair information explained.

Renter Acknowledgement

1. Narayan Singh viewed and acknowledged at Thu, 04/04/2024 14:45 from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

Changes to tenancy arrangements

Should a new person wish to occupy the property an application form must be filled out and approved by the rental provider. \$250 renter transfer fee will also apply.

Renter Acknowledgement

1. Narayan Singh viewed and acknowledged at Thu, 04/04/2024 14:45 from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

Termination of the tenancy and lease expiry

Minimum of 28 days' notice is required in writing by all renters on the lease with the 28th day falling on or after the expiry date of the fixed term lease (Lease to automatically go month to month if notice not received or provided by either the rental provider or renters).

Renter Acknowledgement

1. Narayan Singh viewed and acknowledged at Thu, 04/04/2024 14:45 from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

Animals and Pets

Permission from the owner must be obtained beforehand

Renter Acknowledgement

1. Narayan Singh viewed and acknowledged at Thu, 04/04/2024 14:45 from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

Building information/ Owners Corporation Rules

Renter acknowledges receiving move in documents, Owners Corporation Rules, car park information, building manager details.

Renter Acknowledgement

1. Narayan Singh viewed and acknowledged at Thu, 04/04/2024 14:45 from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

Subletting

Renter acknowledges subletting is not permitted at the property without written consent by the rental provider (This includes Air BNB).

Renter Acknowledgement

1. Narayan Singh viewed and acknowledged at Thu, 04/04/2024 14:45 from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

Smoke Alarms

Servicing and checking of smoke alarms explained – Detector Inspector may contact renter when due.

Renter Acknowledgement

1. Narayan Singh viewed and acknowledged at Thu, 04/04/2024 14:45 from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

Utilities

Utility connections explained to renter. Connect Now to connect the water connections.

Renter Acknowledgement

1. Narayan Singh viewed and acknowledged at Thu, 04/04/2024 14:45 from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

Condensation/mould

Renter acknowledges to receiving and understanding the guide to prevent condensation and mould in the property.

Renter Acknowledgement

1. Narayan Singh viewed and acknowledged at Thu, 04/04/2024 14:45 from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

Communication

The renters agree for Melbourne Real Estate to contact/notify them via email for any inspections or updates. The renter also agrees to update Melbourne Real Estate if/when they change their email address. The renter also acknowledges to regularly check their letterbox for any correspondence required to be sent to them in this format (in addition to emails).

Narayan Singh	nikkuratnu@gmail.com
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Renter Acknowledgement

1. Narayan Singh viewed and acknowledged at Thu, 04/04/2024 14:45 from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

1. Utility Connections - Connectnow

Connectnow take care of connecting all your home moving needs. They make your move easier, saving you time and effort. All you need to do is choose the services that best suit your home and lifestyle, and they will look after the rest.

The connection service is complimentary to you and is our way of ensuring your move into your new home is as seamless as possible.

You will be required to use Connectnow to connect a water usage account in your name as the water authorities do not allow renters to set these up directly. All other utility connections are optional and you can choose to arrange these separately yourself if you wish by advising the Connectnow representative when they call you. If your property is connected to an Embedded network, Connectnow will be unable to facilitate these connections and you will need to contact the embedded network provider directly.

Connect Now will attempt to contact you before your lease commencement to provide you with the connection service. If you don't hear from them, please call 1300 554 323 to ensure your services are connected.

PRIVACY CONSENT AND TERMS. By acknowledging this term you consent and agree to the following:

Connect Now Pty Ltd (ABN 79 097 398 662) ("connectnow") will collect, use and disclose your personal information to contact you (including electronically) about providing moving, connection and disconnection services and to inform you about products and services offered by its related companies and third party suppliers. These other companies may also use your details to contact you directly about their products and services. See connectnow's Privacy Policy for further details, including your rights to access and correct the information held about you at [connectnow.com.au.mailto](mailto:connectnow.com.au): Third party service providers (who may transfer your data overseas) may have their own Privacy Policy, which you can request from them. You consent to connectnow continuing to market to you unless you opt out, including by emailing privacy@connectnow.com.au. To the extent permitted by law, connectnow is not responsible or liable for delayed or failed connections or the service providers' connection charges, which you must pay to them directly. Connectnow may be paid a fee by service providers and may pay a fee to real estate agents relating to services provided to you. If you nominate an alternative contact person on this application, you authorise them to act on your behalf to arrange moving, connection and disconnection services, including accepting third party terms. You warrant that you are authorised to make this application on behalf of all applicants and alternative contact persons listed and that each person has consented and agreed to the handling of their personal information on the same terms as you have.

Renter Acknowledgement

1. Narayan Singh viewed and acknowledged at Thu, 04/04/2024 14:45 from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

Privacy Collection Notice

As professional property managers **MRE** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9829 2900

Primary Purpose

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

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

- The **Rental Provider**
- The **Rental Provider's** lawyers
- The **Rental Provider's** mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **MRE** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
<https://www.tenancydatabase.com.au/contact-us>
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

MRE also collect your personal information to:

- Enable us, or the **Rental Provider's** lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.

- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

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

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

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

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

Disclaimer

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

Signatures

This agreement is made under the Act.

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

Rental Provider's Agent

Rental Provider's Agent : **Natasha Grujic** on behalf of **Matthew Jacobson** (Rental Provider)



Signed at Thu, 04/04/2024 11:43 , from device: Windows 10 Other Chrome 122.0.0

Renter(s)

Renter : **Narayan Singh**



Signed at Thu, 04/04/2024 14:45 , from device: iOS 17.3.1 iPhone Mobile Safari 17.3.1

AUDIT TRAIL

Natasha Grujic (Rental Provider's Agent)

Thu, 04/04/2024 11:43 - Natasha Grujic stamped saved signature the Residential Rental Agreement - Renewal

Thu, 04/04/2024 11:43 - Natasha Grujic submitted the Residential Rental Agreement - Renewal

Narayan Singh (Renter)

Thu, 04/04/2024 14:43 - Narayan Singh clicked 'start' button to view the Residential Rental Agreement - Renewal (iOS 17.3.1 iPhone Mobile Safari 17.3.1, IP: 104.28.90.37)

Thu, 04/04/2024 14:45 - Narayan Singh stamped saved signature the Residential Rental Agreement - Renewal (iOS 17.3.1 iPhone Mobile Safari 17.3.1, IP: 104.28.90.37)

Thu, 04/04/2024 14:46 - Narayan Singh submitted the Residential Rental Agreement - Renewal (iOS 17.3.1 iPhone Mobile Safari 17.3.1, IP: 104.28.90.37)

AGREEMENT END



CERTIFICATE OF COMPLETION

Date Generated: 18/09/2025 03:44:52 PM (AEST)

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Signature Logs

Signer: Matthew Ryan Jacobsen

Email Address: mjacobson@actonwealth.com.au

Status: Signed

IP Address: 122.150.191.187

Supervised By:

Email Sent Date: 18/09/2025 09:45:07 AM (AEST)

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