

**VENDORS STATEMENT TO THE PURCHASER
OF REAL ESTATE PURSUANT TO
SECTION 32 OF THE SALE OF LAND ACT 1962 (“the Act”)**

VENDOR/S: **Sepehr NajafzadehTabrizi and Emilia Tabrizi**

PROPERTY: **Unit 1005, 83 Queens Road, Melbourne VIC 3004**

IMPORTANT NOTICE TO PURCHASERS

The use to which you propose to put the property may be prohibited by planning or building controls applying to the locality or may require the consent or permit of the municipal council or other responsible authority. It is in your interest to undertake a proper investigation of permitted land use before you commit yourself to buy. You should check with the appropriate authorities as to the availability and cost of providing any essential services not connected to the property.

The property may be located in an area where commercial agricultural production activity may affect your enjoyment of the property. It is therefore in your interest to undertake an investigation of the possible amenity and other impacts from nearby properties and the agricultural practices and processes conducted there.

IMPORTANT NOTICE TO PURCHASERS OF “OFF THE PLAN” PROPERTIES

- a. The purchaser may negotiate with the vendor about the amount of the deposit moneys payable under the contract, up to 10 per cent of the purchase price;
- b. A substantial period of time may elapse between the day on which the purchaser signs the contract of sale and the day on which the purchaser becomes the registered proprietor of the lot; and
- c. The value of the lot may change between the day on which the purchaser signs the contract for the sale of that lot and the day on which the purchaser becomes the registered proprietor.

(This information is provided to the purchaser under section 9AA(1A) of the Sale of Land Act 1962)

1. **RESTRICTIONS:**

Information concerning any easement, covenant or other similar restriction affecting the Property (registered or unregistered) are as follows-

- 1.1 Description-
As set out in the attached copies of the title documents.
- 1.2 The Vendor is not aware of any existing failure to comply with their terms.

2. **PLANNING & ROAD ACCESS:**

Information concerning any planning instrument is as follows:

- 2.1 Name of the Authority: Port Phillip Planning Scheme
- 2.2 Responsible Authority is Port Phillip City Council
- 2.3 Zoning is Commercial 1.

The Property is not outside the Melbourne Metropolitan Area, as defined in the Act.

There is access to the property by road.

The purchaser buys subject to any planning or building controls or restriction.

3. **OUTGOING AND STATUTORY CHARGES:**

Information concerning any rates, taxes, or other similar outgoings including any Owners Corporation charges, and any interest payable on any part of them are attached.

3.1 Any amounts (including any proposed Owners Corporation levy) for which the Purchaser may become liable in consequence of the purchase of the property are as follows:

THE USUAL ADJUSTMENTS OF RATES AND CHARGES TO THE PROPERTY WILL BE MADE BETWEEN THE PARTIES AT SETTLEMENT

3.2 There total does not exceed \$8,000.00

3.3 The amount owing under any other registered statutory charge that secures an amount due under any other legislation is - Nil to the Vendor's knowledge.

4. **SERVICES:** Information concerning the supply of the following services:

Service	Status	Name of Authority
4.1 Electricity	Available	
4.2 Gas	Available	
4.3 Water	Available	
4.4 Sewerage	Available	
4.5 Telephone	Available	

NOTE: The words "available", "available but not connected" or "will be available but not connected" denote that the relevant service mains pass or will pass the property but are not directly connected to the property and the Purchaser will have to bear all direct connection fees and expenses. The Purchasers should check with the appropriate authorities as to the costs of connection. The words "connected" denote that the service is directly connected to the property but the Purchaser will have to bear fees to connect the particular service or services into the Purchaser's own name. You should check with the appropriate authorities as to availability (and cost) of providing any essential services not connected to the property.

5. 5.1 **BUILDING APPROVALS:**

Particulars of any building approval granted in the past seven years under the Building Control Act 1981 or the Building Act 1993 (required only where the property includes a residence)-
As in attached certificate

5.2. **GUARANTEE**

Where the property includes a residence, details of an Owner-Builder during the past seven years under the House Contracts Guarantee Act 1987 –
Not applicable

5.3 **INSURANCE**

Where the property includes a residence constructed within the preceding six years and six months, details of the required insurance pursuant to Section 137B of the Building Act 1993-
Not applicable

The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alterations or additions thereto comply with the requirements of the responsible authorities. The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

6 **NOTICES:** Particulars of any notice, order, declaration, report or recommendation of a public authority or government department or approved proposal affecting the Property of which the Vendor might reasonably be expected to have knowledge, including any:

6.1 affecting the Owners Corporation and any liabilities (whether contingent, proposed or otherwise) where the Property is in a subdivision containing a Owners Corporation, including any relating to the undertaking of any repairs to the property.

- 6.2 Quarantine or Stock Order imposed under the Stock Diseases Act 1968 whether or not the Quarantine or Order is still in force.
- 6.3 Notice pursuant to Section 6 of the Land Acquisition and Compensation Act 1986.
- 6.4 Notice of any current land use restriction given in relation to the land under the Agricultural and Veterinary Chemicals Act 1992 due to contamination.

None to the knowledge of the Vendor, however the Vendor has no means of knowing of all decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

7. **SMOKE ALARMS**

Since 1.01.1999 all dwellings will be required to have smoke detectors installed within 30 days after settlement of the sale. The mandatory requirements for smoke alarms (devices that combine both smoke detections and alarm facilities in a single unit) are specified in the Building Code of Australia Clause E1.7 and Regulations 5.14 of the Building (Amendment) Regulations 1996. These provisions require self contained smoke alarms that comply with AS3786. The Vendor makes no warranty or representation that any smoke detectors that are on the premises (if any) comply with the relevant regulations and the Purchaser buys and accepts the Property as is and will make no claim for compensation nor requisition in this regard.

8. **SWIMMING POOLS**

If the property should include a swimming pool, all existing swimming pool and spas installed prior to 8.04.1991 are required to comply with the minimum standards of the Building Regulations 1994, Regulation 5.13 by 1.07.1997. More information may be obtained from your Council. The Vendor makes no warranty or representation that any pool, pond, fountain or spa complies with the relevant regulations and the Purchaser buys and accepts the same (if any) as is and will make no claim for compensation nor requisition in this regard.

9. **TITLE:** Attached are copies (or an authorized reproduction of the Folio/s of the Register) of the following documents concerning Title:

- 9.1 An authorized reproduction of the folio of the Register
- 9.2 The approved or registered plan of subdivision or sealed or certified plan, together with any proposed amendments to the sealed or certified plan (as the case may be).

10. **OWNERS CORPORATION ACT 2006**

Attached are the following documents

- 10.1 Owners Corporation Certificate
- 10.2 Consolidated Rules for an Owners Corporation
- 10.3 Minutes of Annual General Meeting
- 10.4 Statement of Advice and Information for Prospective Purchasers and Lot Owners

PLEASE NOTE:

Where the property is to be sold on Terms pursuant to Section 32(2)(f) of the Act and/or sold subject to a Mortgage that is not to be discharged by the date of possession (or receipt of rents and profits) of the Property pursuant to Section 32(2)(a) of the Act – then the Vendor must provide an additional Statement containing the particulars specified in Schedules 1 and 2 of the Act.

DATE OF THIS STATEMENT:

Signature of the Vendor/s:

.....

.....

The Purchaser/s acknowledges being given a duplicate of this Statement signed by the Vendor/s before the Purchaser/s signed any Contract.

DATE OF THIS ACKNOWLEDGMENT:

Signature of the Purchaser/s:

.....

.....

Register Search Statement - Volume 10890 Folio 774

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

VOLUME 10890 FOLIO 774

Security no : 124052114832W
Produced 10/09/2014 11:44 am

LAND DESCRIPTION

Lot 1005 on Plan of Subdivision 500673J.
PARENT TITLE Volume 09060 Folio 355
Created by instrument PS500673J Stage 2 29/07/2005

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 99 of a total of 100 equal undivided shares
Sole Proprietor
SEPEHR NAJAFZADEH TABRIZI of 20 MOODY STREET NORTH BALWYN VIC 3104
As to 1 of a total of 100 equal undivided shares
Sole Proprietor
EMILIA TABRIZI of 20 MOODY STREET NORTH BALWYN VIC 3104
AE761392B 01/12/2006

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AH249144D 25/05/2010
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE PS500673J FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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


Street Address: UNIT 1005 83 QUEENS ROAD MELBOURNE VIC 3004

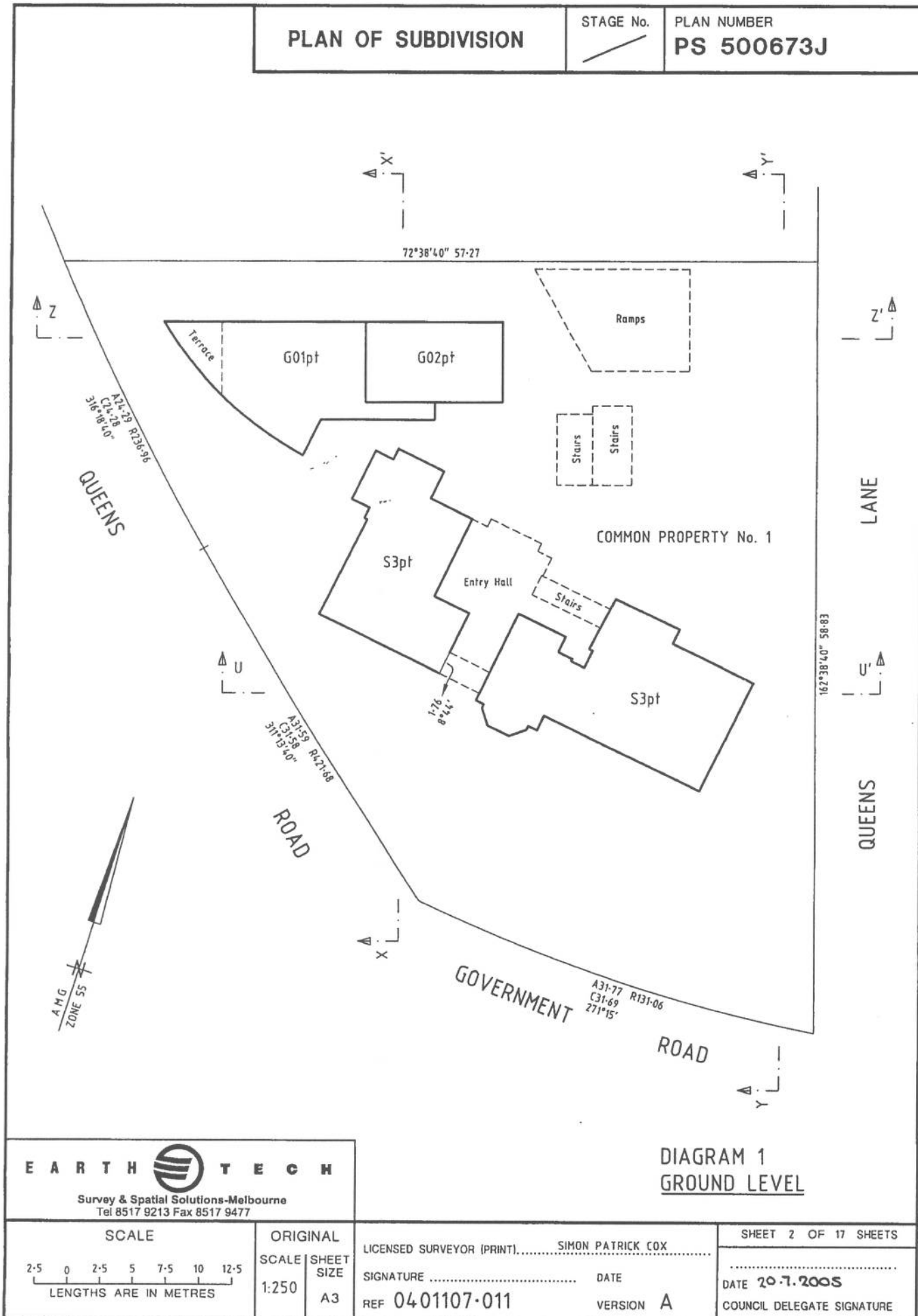
OWNERS CORPORATIONS

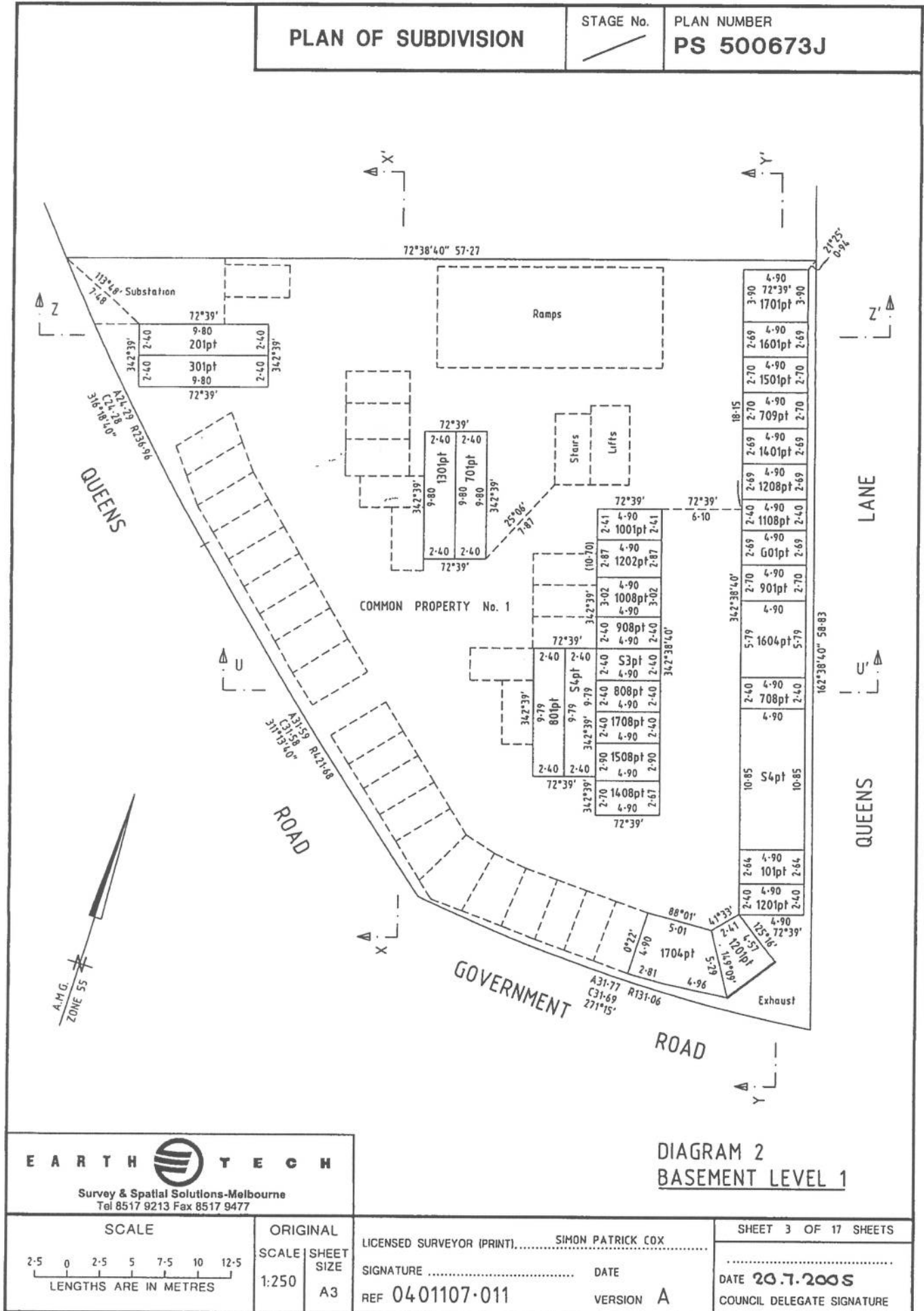
The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS500673J

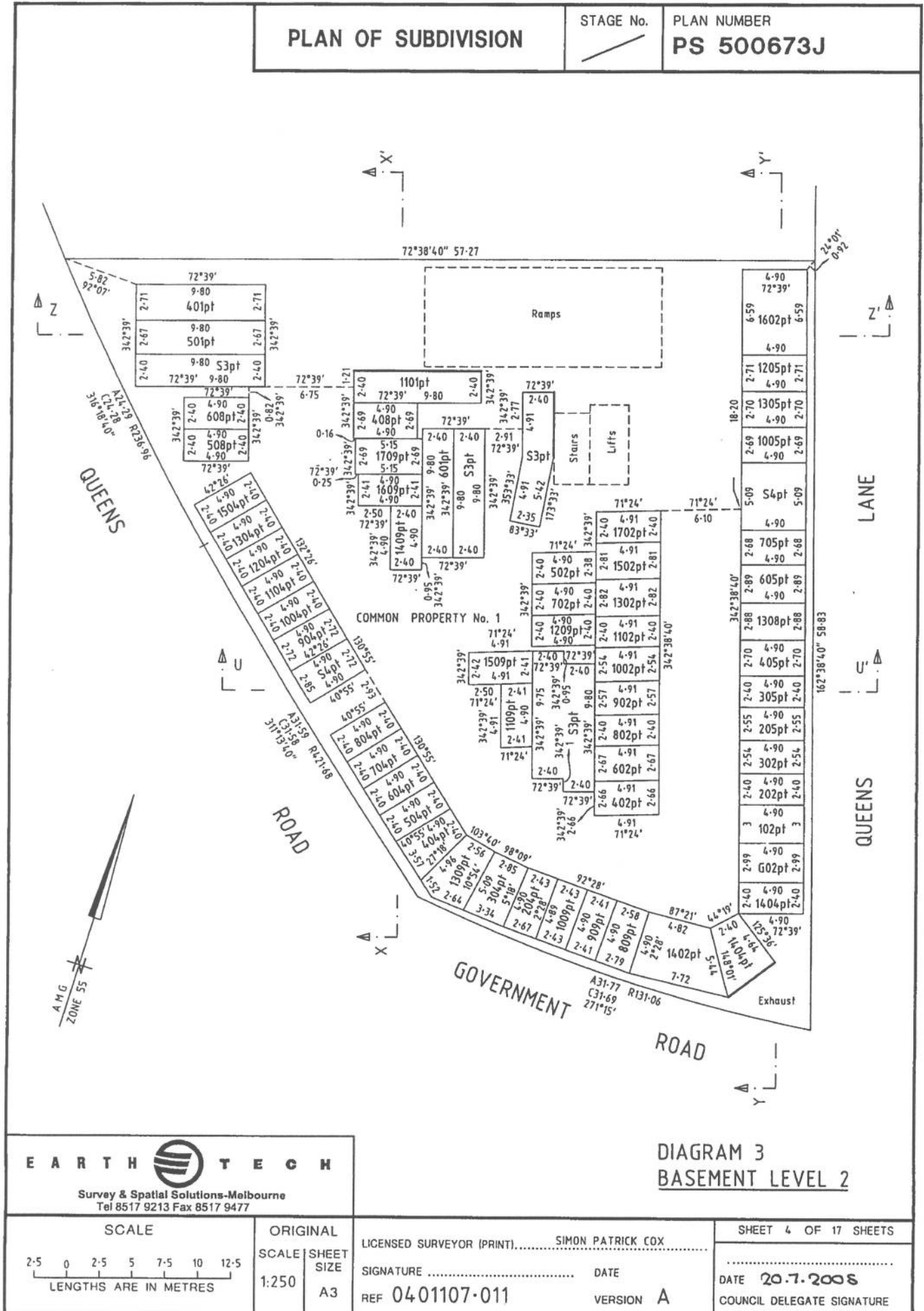
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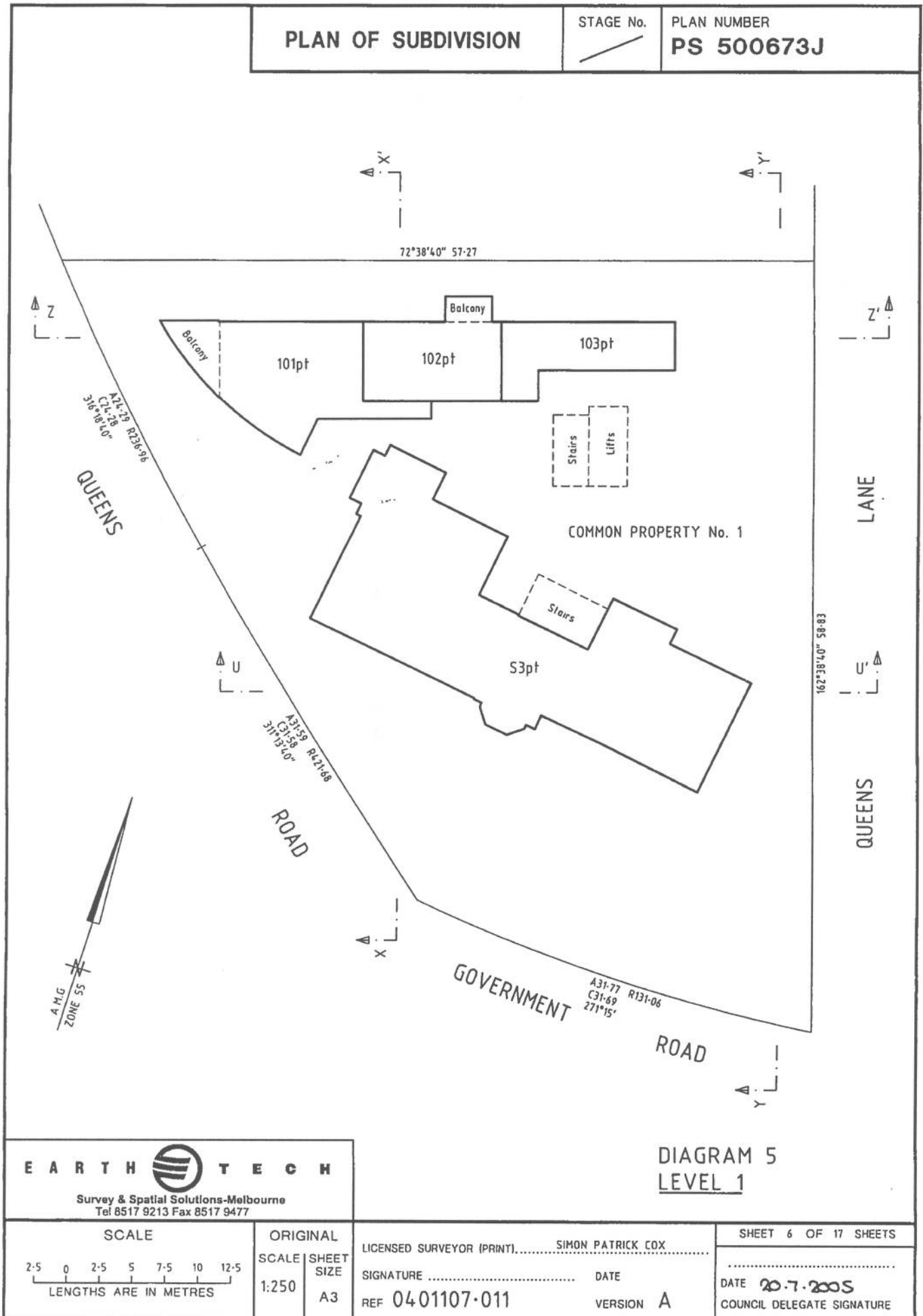
Delivered from the Landata ® System by SAI Global Property Division Pty Ltd
Delivered at 10/09/2014, for Order Number 23763335. Your reference: Tabrizi Sale.

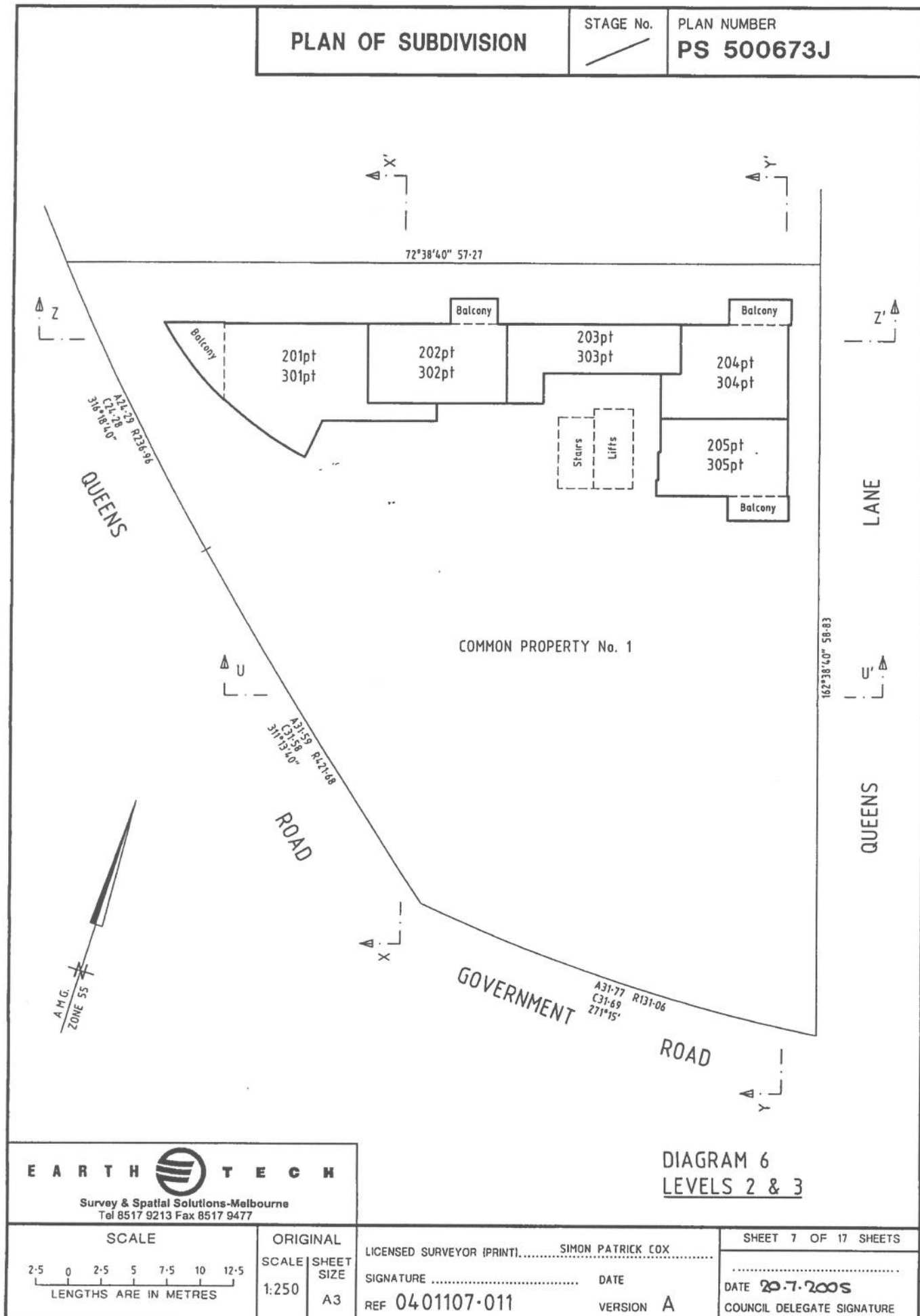
PLAN OF SUBDIVISION		STAGE No. <div style="border-bottom: 1px solid black; width: 50px; margin: 0 auto;"></div>	LR USE ONLY EDITION 2	PLAN NUMBER PS 500673J
LOCATION OF LAND PARISH: MELBOURNE SOUTH AT ST KILDA TOWNSHIP: _____ SECTION: W CROWN ALLOTMENT: 8 (PART) CROWN PORTION: _____ TITLE REFERENCES: VOL 9060 FOL 355 LAST PLAN REFERENCE/S: POSTAL ADDRESS: 83 QUEENS ROAD (At time of subdivision) MELBOURNE, 3004 AMG Co-ordinates E 322 220 (of approx centre of N 5808 240 land in plan) ZONE 55		COUNCIL CERTIFICATION AND ENDORSEMENT COUNCIL NAME: PORT PHILLIP CITY COUNCIL REF: 47/2005 1. This plan is certified under Section 6 of the Subdivision Act 1988. 2. This plan is certified under Section 11(7) of the Subdivision Act 1988. Date of original certification under Section 6, _____ 3. This is a statement of compliance issued under Section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under Section 18 of the Subdivision Act 1988 has has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage _____ Council Delegate Council Seal Date 20.7.2005 Re-certified under Section 11(7) of the Subdivision Act 1988. Council Delegate Council Seal Date		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON	STAGING This is is not a staged subdivision. Planning permit No. _____		
NIL	NIL	NOTATIONS CONTINUED THE UPPER BOUNDARIES OF ALL LOTS ON BASEMENT LEVEL 1, BASEMENT LEVEL 2 AND BASEMENT LEVEL 3 LIE 2 METRES ABOVE THEIR LOWER BOUNDARIES ALL LOTS ON THIS PLAN COMPRISE 2 PARTS EXCEPT LOTS 1201 & 1404 WHICH COMPRISE 3 PARTS, S3 WHICH COMPRISES 5 PARTS & S4 WHICH COMPRISES 5 PARTS DEPTH LIMITATION : DOES NOT APPLY BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS. INTERIOR FACE : BOUNDARIES OF CAR SPACE COMPONENTS OF LOTS ON BASEMENT LEVELS 1, 2 & 3 MEDIAN : ALL OTHER BOUNDARIES LOTS 1 TO 100, 104 TO 200, 206 TO 300, 306 TO 400, 500, 511 TO 600, 611 TO 700, 711 TO 800, 811 TO 900, 911 TO 1000, 1011 TO 1100, 1111 TO 1200, 1211 TO 1300, 1311 TO 1400, 1403, 1405, 1411 TO 1500, 1511 TO 1600, 1603, 1605, 1611 TO 1700 & 1705 HAVE BEEN OMITTED FROM THIS PLAN COMMON PROPERTY No 1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS ALL COLUMNS, INTERNAL SERVICES, DUCTS AND PIPE SHAFTS ARE DEEMED TO BE PART OF COMMON PROPERTY 1. THE POSITION OF THESE COLUMNS, DUCTS AND SHAFTS HAVE NOT BEEN SHOWN ON THE DIAGRAMS HEREIN. SURVEY. THIS PLAN IS IS NOT BASED ON SURVEY. THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No.(s) 324 & 327 IN PROCLAIMED SURVEY AREA No. _____		
EASEMENT INFORMATION		LR USE ONLY		
LEGEND A-Appurtenant Easement E-Encumbering Easement R-Encumbering Easement (Road)		STATEMENT OF COMPLIANCE/ EXEMPTION STATEMENT		
IMPLIED EASEMENTS UNDER SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE WHOLE OF THE LAND.		RECEIVED <input checked="" type="checkbox"/>		
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
EARTH  TECH		LICENSED SURVEYOR (PRINT) SIMON PATRICK COX		
Survey & Spatial Solutions-Melbourne Tel 8517 9213 Fax 8517 9477		SIGNATURE _____ DATE 19.7.2005		
REF 0401107-011		VERSION A		
DATE 20.7.2005		COUNCIL DELEGATE SIGNATURE		
ORIGINAL SHEET SIZE A3		SHEET 1 OF 17 SHEETS		

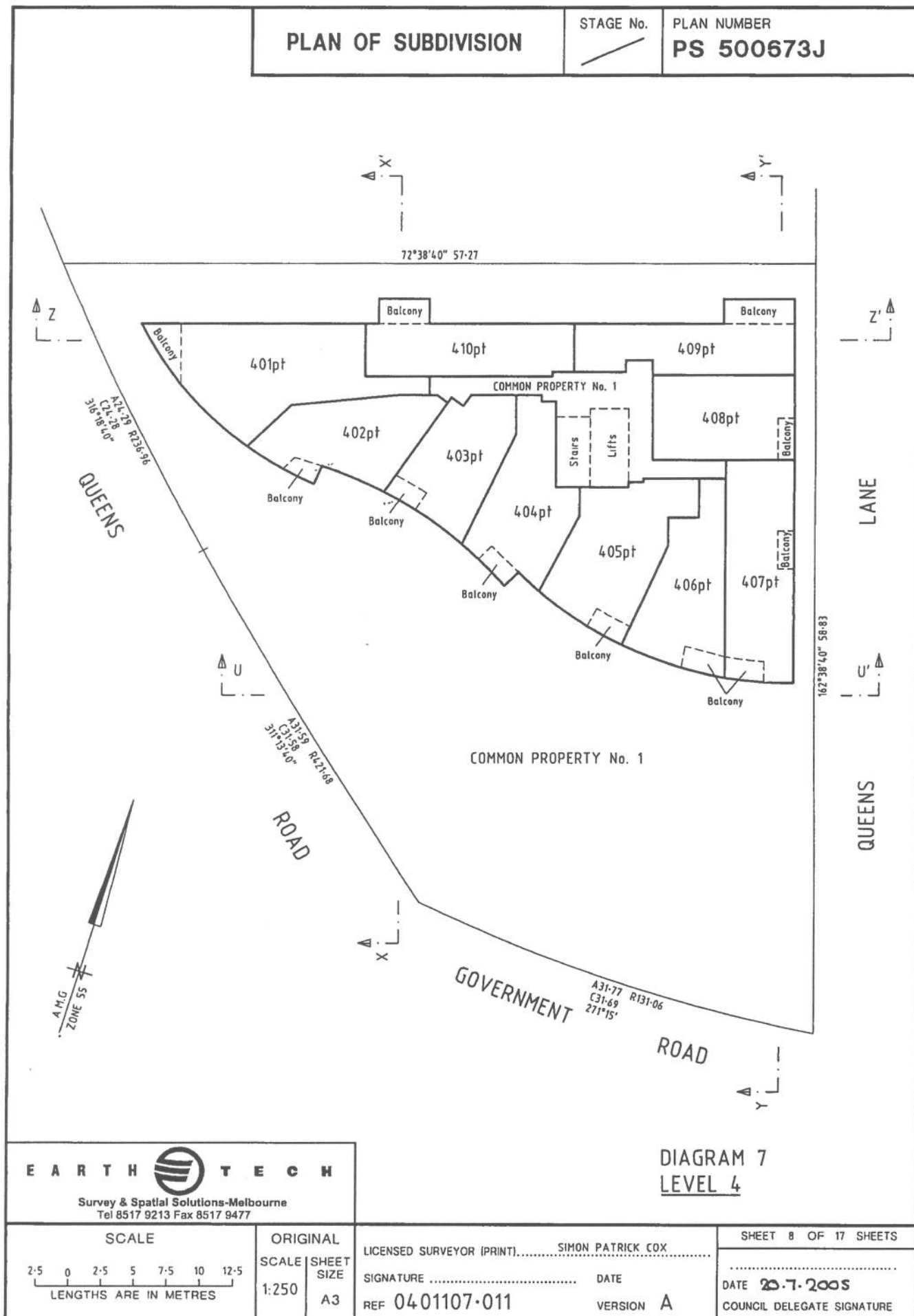


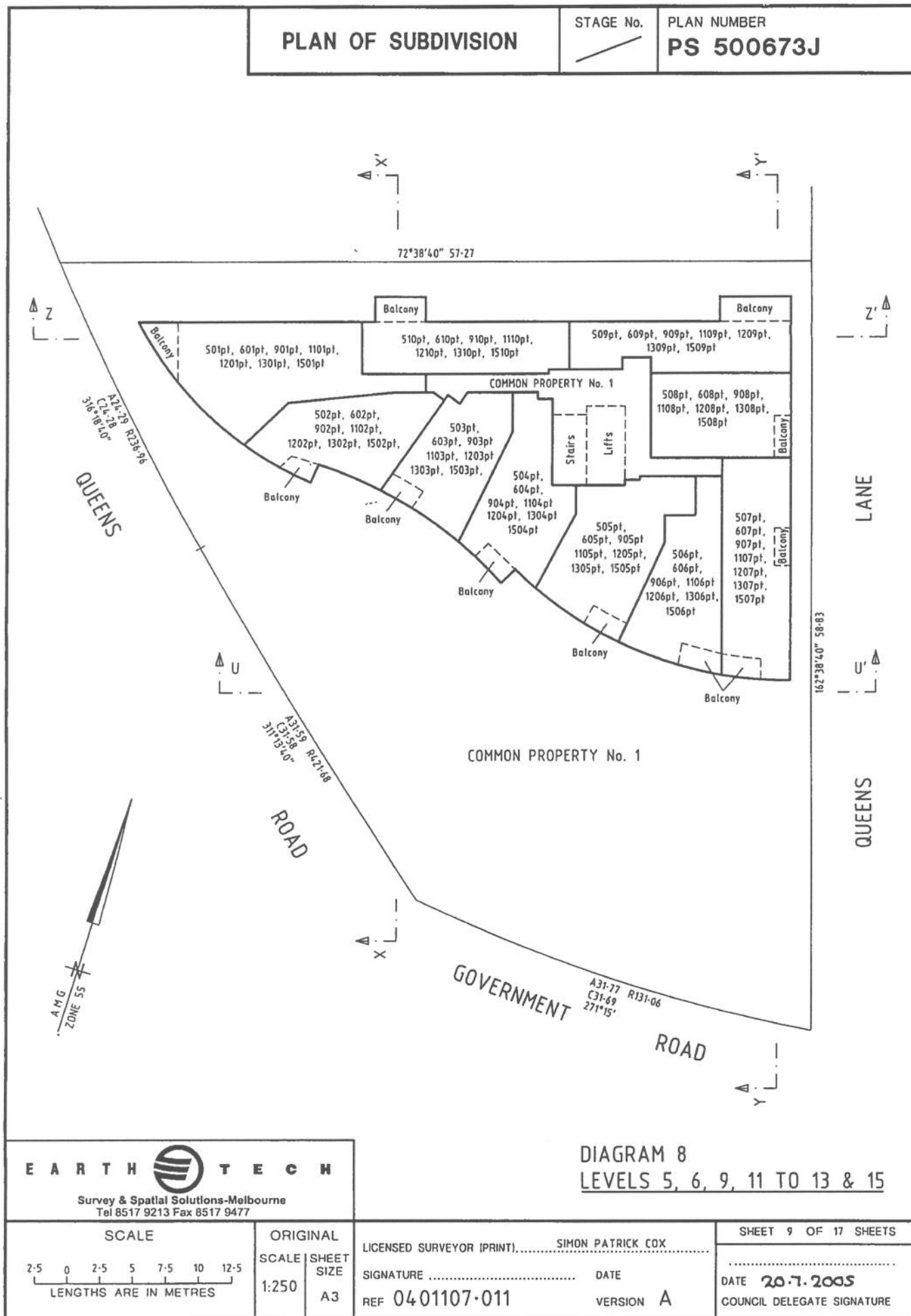


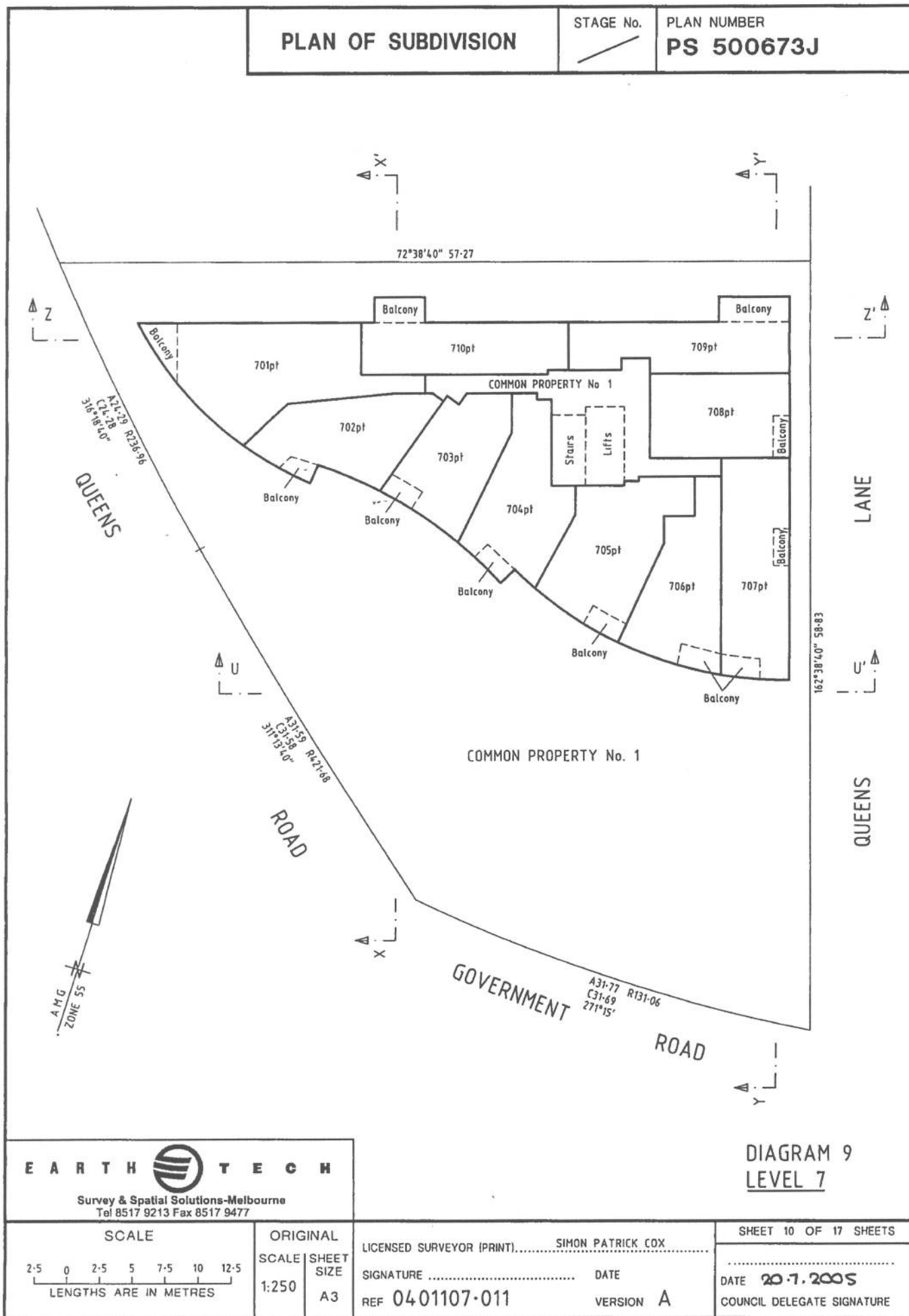


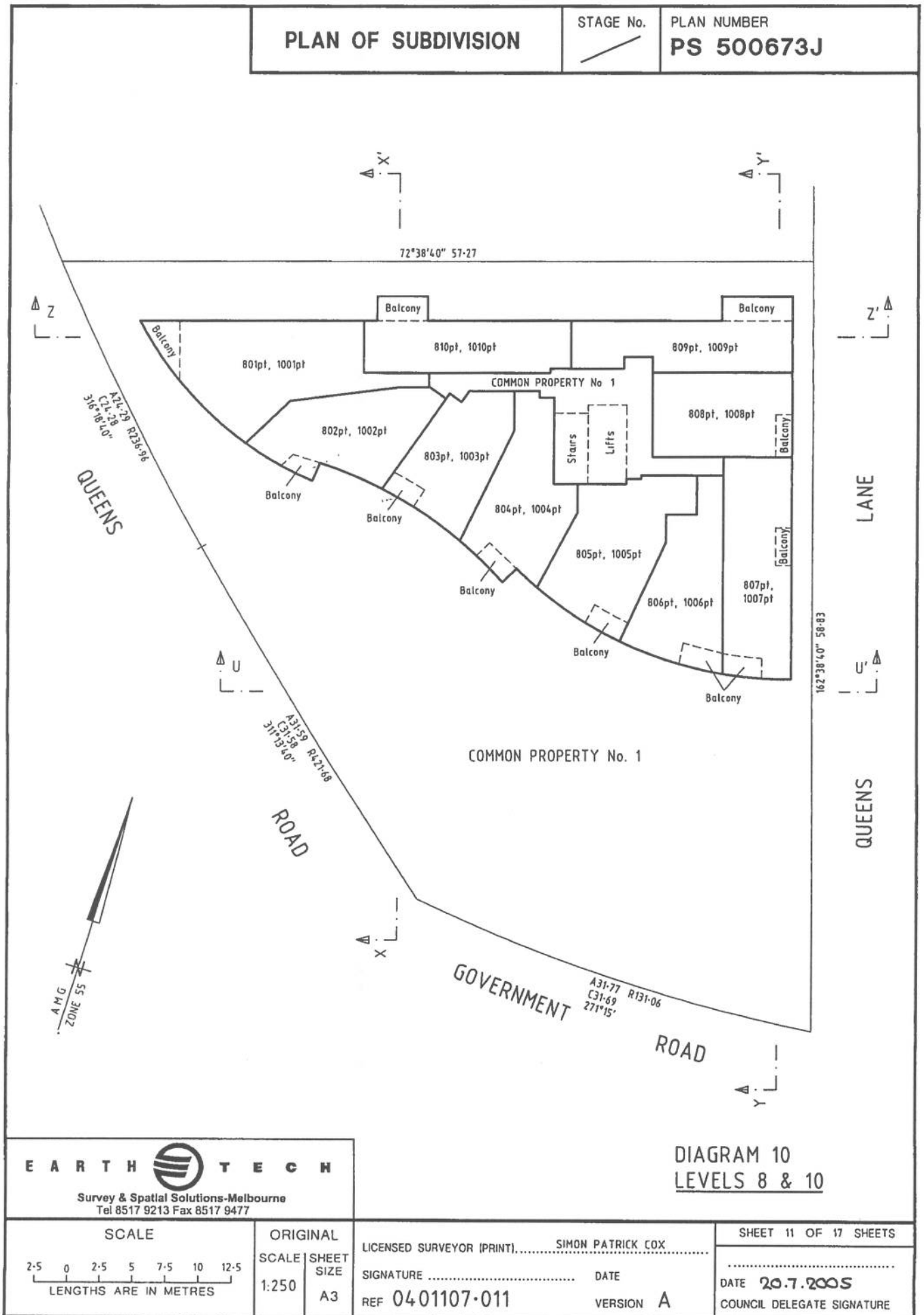


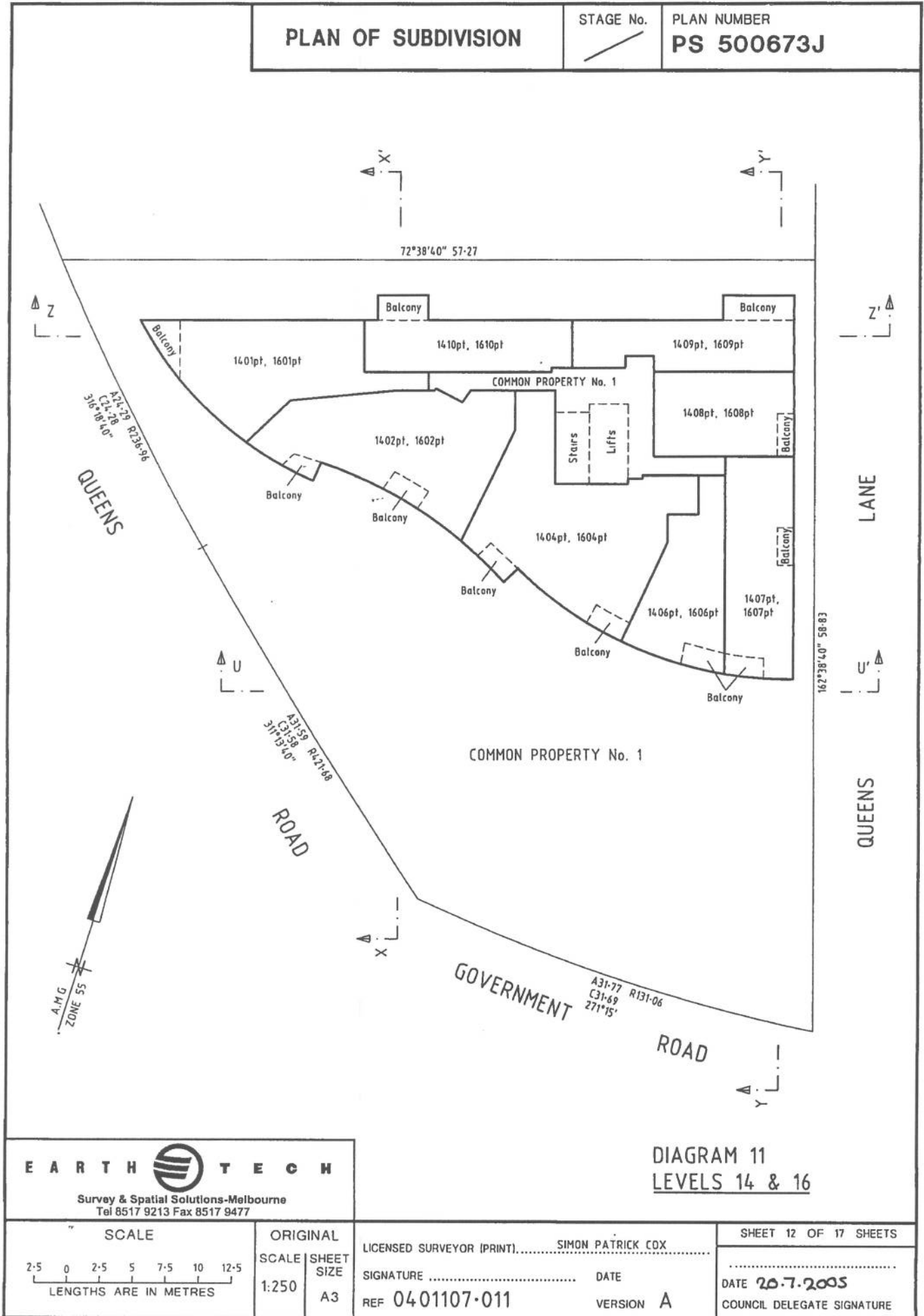


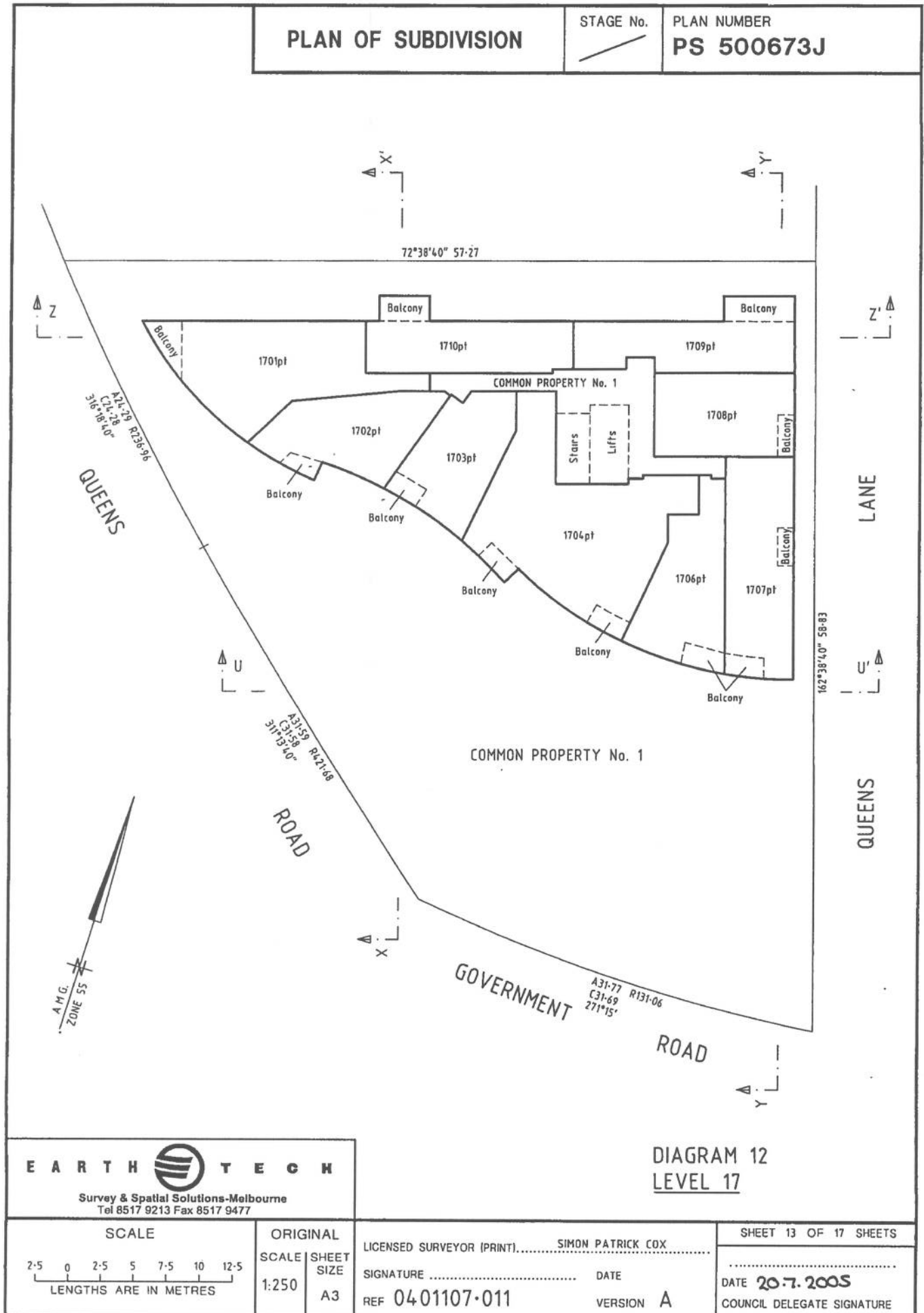








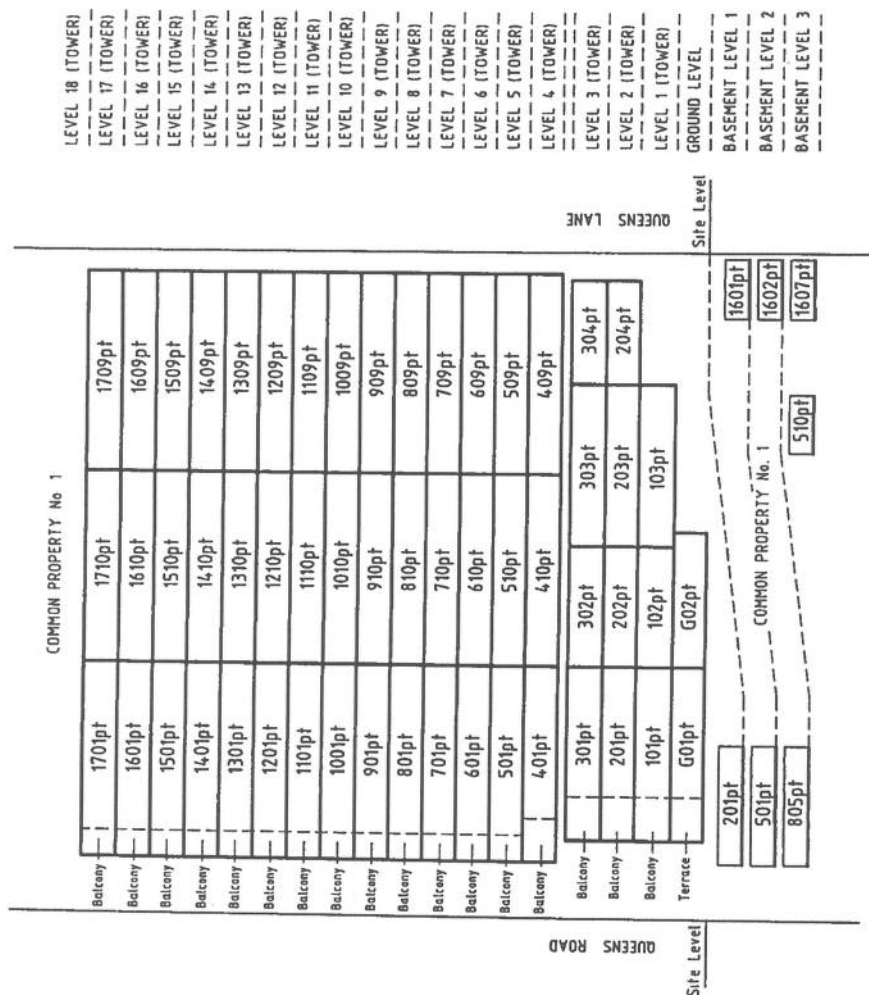




PLAN OF SUBDIVISION

PLAN NUMBER

PS 500673J



COMMON PROPERTY No 1

530t

COMMON PROPERTY No. 1

SECTION U - U'

QUEENS LANE

Site Level

MANSSION
LEVEL 1

MANSION

GROUND LEVEL

BASEMENT LEVEL 1

BASEMENT LEVEL 2

--- RASEMENT 1 EVEL 3 ---

COMMON PROPERTY No. 1

SECTION U - U'

QUEENS ROAD

Site Level

GROUND LEVEL

BASEMENT LEVEL 1

BASEMENT LEVEL 2

BASEMENT LEVEL 3

SECTION Z - Z'

EARTH TECHNO

Survey & Spatial Solutions-Melbourne
Tel 8517 9213 Fax 8517 9477

ORIGINAL
SCALE | SHEET 01 OF 01

SCALE
NOT TO SCALE
0
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) SIMON PATRICK COX

SIGNATURE DATE

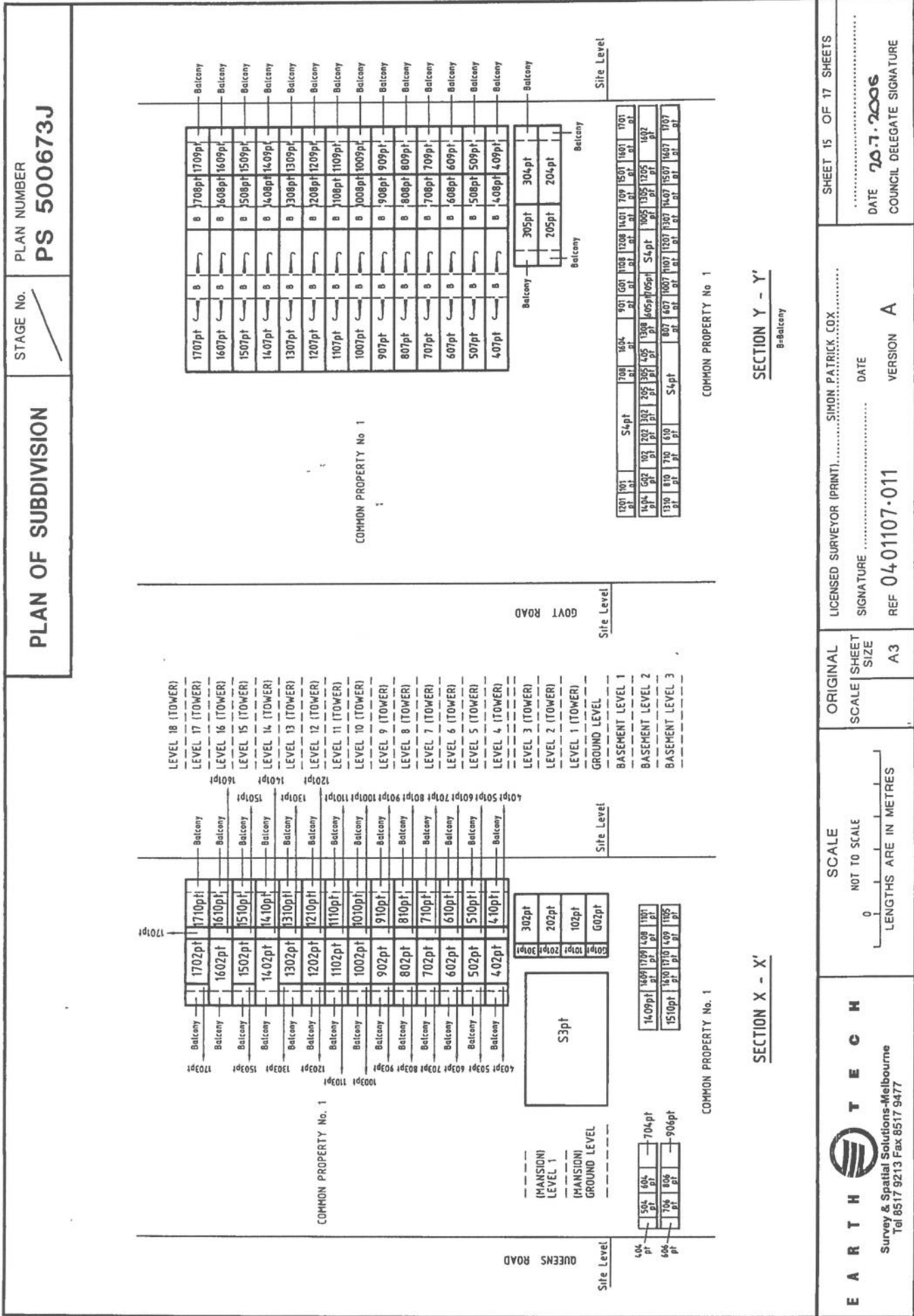
REF 0401107-011

VERSION A

SHEET 14 OF 17 SHEETS

DATE 2017.2008

COUNCIL DELEGATE SIGNATURE



PS500673J

**Owners corporation information
formerly contained on Sheets**

16, 17

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

Sheets

17

have been removed from this plan

**WARNING: THE IMAGE OF THIS DOCUMENT OF THE REGISTER HAS BEEN DIGITALLY AMENDED.
NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL DOCUMENT OF THE REGISTER.**

[illegible]



Department of Transport, Planning and Local Infrastructure

Owners Corporation Search Report

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Produced: 10/09/2014 11:48:47 AM

OWNERS CORPORATION 1
PLAN NO. PS500673J

The land in PS500673J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 101 - 103, 201 - 205, 301 - 305, 401 - 410, 501 - 510, 601 - 610, 701 - 710, 801 - 810, 901 - 910, 1001 - 1010, 1101 - 1110, 1201 - 1210, 1301 - 1310, 1401, 1402, 1404, 1406 - 1410, 1501 - 1510, 1601, 1602, 1604, 1606 - 1610, 1701 - 1704, 1706 - 1710, G02, G01, S3, S4.

Limitations on Owners Corporation:

Unlimited

Postal Address for Service of Notices:

83 QUEENS ROAD MELBOURNE VIC 3000
PS500673J 29/07/2005

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. AJ682363E 23/05/2012

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
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Department of Transport, Planning and Local Infrastructure

Owners Corporation Search Report

Common Property 1	0.00	0.00
Lot 101	510.00	510.00
Lot 102	342.00	342.00
Lot 103	342.00	342.00
Lot 201	510.00	510.00
Lot 202	342.00	342.00
Lot 203	342.00	342.00
Lot 204	370.00	370.00
Lot 205	342.00	342.00
Lot 301	525.00	525.00
Lot 302	342.00	342.00
Lot 303	342.00	342.00
Lot 304	370.00	370.00
Lot 305	342.00	342.00
Lot 401	546.00	546.00
Lot 402	346.00	346.00
Lot 403	326.00	326.00
Lot 404	346.00	346.00
Lot 405	375.00	375.00
Lot 406	346.00	346.00
Lot 407	383.00	383.00
Lot 408	346.00	346.00
Lot 409	346.00	346.00
Lot 410	346.00	346.00
Lot 501	527.00	527.00
Lot 502	328.00	328.00
Lot 503	328.00	328.00
Lot 504	348.00	348.00
Lot 505	383.00	383.00
Lot 506	348.00	348.00
Lot 507	383.00	383.00
Lot 508	348.00	348.00
Lot 509	348.00	348.00
Lot 510	348.00	348.00
Lot 601	528.00	528.00
Lot 602	349.00	349.00
Lot 603	349.00	349.00
Lot 604	349.00	349.00
Lot 605	388.00	388.00
Lot 606	349.00	349.00
Lot 607	388.00	388.00
Lot 608	349.00	349.00
Lot 609	349.00	349.00
Lot 610	349.00	349.00
Lot 701	534.00	534.00
Lot 702	350.00	350.00
Lot 703	350.00	350.00
Lot 704	350.00	350.00
Lot 705	395.00	395.00
Lot 706	350.00	350.00
Lot 707	395.00	395.00
Lot 708	350.00	350.00
Lot 709	350.00	350.00
Lot 710	349.00	349.00
Lot 801	539.00	539.00
Lot 802	351.00	351.00
Lot 803	351.00	351.00
Lot 804	351.00	351.00
Lot 805	396.00	396.00
Lot 806	351.00	351.00
Lot 807	396.00	396.00
Lot 808	351.00	351.00



Department of Transport, Planning and Local Infrastructure

Owners Corporation Search Report

Lot 809	351.00	351.00
Lot 810	349.00	349.00
Lot 901	545.00	545.00
Lot 902	353.00	353.00
Lot 903	353.00	353.00
Lot 904	353.00	353.00
Lot 905	398.00	398.00
Lot 906	353.00	353.00
Lot 907	398.00	398.00
Lot 908	353.00	353.00
Lot 909	353.00	353.00
Lot 910	349.00	349.00
Lot 1001	548.00	548.00
Lot 1002	355.00	355.00
Lot 1003	355.00	355.00
Lot 1004	355.00	355.00
Lot 1005	398.00	398.00
Lot 1006	355.00	355.00
Lot 1007	398.00	398.00
Lot 1008	355.00	355.00
Lot 1009	355.00	355.00
Lot 1010	350.00	350.00
Lot 1101	548.00	548.00
Lot 1102	358.00	358.00
Lot 1103	358.00	358.00
Lot 1104	358.00	358.00
Lot 1105	400.00	400.00
Lot 1106	358.00	358.00
Lot 1107	400.00	400.00
Lot 1108	358.00	358.00
Lot 1109	358.00	358.00
Lot 1110	350.00	350.00
Lot 1201	548.00	548.00
Lot 1202	358.00	358.00
Lot 1203	358.00	358.00
Lot 1204	358.00	358.00
Lot 1205	424.00	424.00
Lot 1206	358.00	358.00
Lot 1207	424.00	424.00
Lot 1208	358.00	358.00
Lot 1209	358.00	358.00
Lot 1210	350.00	350.00
Lot 1301	548.00	548.00
Lot 1302	358.00	358.00
Lot 1303	358.00	358.00
Lot 1304	358.00	358.00
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Lot 1308	358.00	358.00
Lot 1309	358.00	358.00
Lot 1310	351.00	351.00
Lot 1401	548.00	548.00
Lot 1402	716.00	716.00
Lot 1404	782.00	782.00
Lot 1406	358.00	358.00
Lot 1407	440.00	440.00
Lot 1408	358.00	358.00
Lot 1409	358.00	358.00
Lot 1410	351.00	351.00
Lot 1501	548.00	548.00
Lot 1502	358.00	358.00



Department of Transport, Planning and Local Infrastructure

Owners Corporation Search Report

Lot 1503	358.00	358.00
Lot 1504	358.00	358.00
Lot 1505	424.00	424.00
Lot 1506	358.00	358.00
Lot 1507	440.00	440.00
Lot 1508	325.00	325.00
Lot 1509	358.00	358.00
Lot 1510	351.00	351.00
Lot 1601	548.00	548.00
Lot 1602	716.00	716.00
Lot 1604	782.00	782.00
Lot 1606	358.00	358.00
Lot 1607	440.00	440.00
Lot 1608	358.00	358.00
Lot 1609	358.00	358.00
Lot 1610	351.00	351.00
Lot 1701	548.00	548.00
Lot 1702	358.00	358.00
Lot 1703	358.00	358.00
Lot 1704	782.00	782.00
Lot 1706	358.00	358.00
Lot 1707	440.00	440.00
Lot 1708	358.00	358.00
Lot 1709	358.00	358.00
Lot 1710	351.00	351.00
Lot G02	490.00	490.00
Lot G01	340.00	340.00
Lot S3	3141.00	3141.00
Lot S4	48000.00	10.00
Total	110587.00	62597.00

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

Statement End.



CERTIFICATE No: 23763335 DATE: 12/09/2014

PLANNING CERTIFICATE

Client: Oboodi Barristers & Solicitors Pty Ltd
Suite 9 10-12 Prospect Street
Box Hill 3128

Matter Ref: Tabrizi Sale
Vendor: SEPEHR NAJAFZADEH
TABRIZI & EMILIA TABRIZI
Purchaser:

Subject Property: APARTMENT 1005, 83 QUEENS ROAD MELBOURNE VIC 3004

Title Particulars: Vol 10890 Fol 774

Municipality: PORT PHILLIP

Planning Scheme: PORT PHILLIP PLANNING SCHEME

Responsible Authority for administering and enforcing the Scheme: PORT PHILLIP CITY COUNCIL

Zone: COMMERCIAL 1 ZONE

Abuttal to a Road Zone or a Public Acquisition Overlay for a Proposed Road or Road Widening: ABUTS A ROAD ZONE - CATEGORY 1 (QUEENS ROAD)

Design and Development Overlay: DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 4-3

Development Contributions Plan Overlay: Not Applicable

Development Plan Overlay: Not Applicable

Environmental Audit Overlay: Not Applicable

Environmental Significance Overlay: Not Applicable

Heritage Overlay: HERITAGE OVERLAY (HO328)

Public Acquisition Overlay: Not Applicable

Significant Landscape Overlay: Not Applicable

Special Building Overlay: Not Applicable

Vegetation Protection Overlay: Not Applicable

Other Overlays: Not Applicable

Proposed Planning Scheme Amendments: PORT PHILLIP C97 PROPOSES TO INTRODUCE A LOCAL ENVIRONMENTALLY EFFICIENT DESIGN (EED) POLICY AT CLAUSE 22.13, AND TO AMEND CLAUSE 21.03-1 (ENVIRONMENTALLY SUSTAINABLE LAND USE AND DEVELOPMENT) TO REFLECT THE INTRODUCTION OF THE LOCAL POLICY; PORT PHILLIP C107 PROPOSES TO REMOVE DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 4 FROM THE SUBJECT PROPERTY AND INCLUDE IT IN DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 26-5B

Additional Notes: Not Applicable

The information source for each entry on this certificate has been checked and if shown as Not Applicable does not apply to the subject property. In addition to Planning Scheme Zone and Overlay Provisions, Victorian Planning Schemes comprise the State Planning Policy Framework, the Local Planning Policy Framework, Particular Provisions and General Provisions. Strategies, policies and provisions detailed in these sections of the Planning Scheme may affect the use and development of land.



CERTIFICATE No: 23763335 DATE: 12/09/2014

PLANNING CERTIFICATE



PLANNING CERTIFICATE

MAP Image
Not Available
For This Property

Owners Corporation Certificate

Owners Corporations Act 2006 Section 151, Owners Corporations Regulations 2007 R.11

Date of Certificate	17th September 2014
Lot	1005
Plan No.	500673J
Address	83 Queens Road Melbourne VIC 3004
Prepared For	Oboodi Barristers & Solicitors Via SAI Global Property Level 3, 355 Spencer Street West Melbourne Vic 3003

1. Fees

1.1 Current fees for the lot are	\$1,413.13	<input type="checkbox"/> Annually <input checked="" type="checkbox"/> Quarterly
1.2 Fees have been paid to	30th September 2014	
1.3 Total unpaid fees / charges are	\$1,026.32	Up until 31st December 2014
1.4 Amount of special fees or levies which have been approved	\$104.87	
1.4.1 Date approved	15th October 2013	
1.4.2 Date payable	Quarterly inclusive in fees	
1.4.3 Purpose for Special fees or levies	Maintenance Fund Levy	

Details:

2. Repairs, Maintenance And Other Work

- 2.1 The following are details of any repairs, maintenance or other work which has been or is about to be performed which may incur additional charges to those set out above:

Nil

3. Owners Corporation Insurance Cover

3.1 Name of insurer	CGU Insurance Limited
3.2 Policy number	06S1701537
3.3 Policy type	Residential units
3.4 Buildings covered	83 Queens Road, Melbourne 3004

3.5 Building Amount

3.6 Public liability amount

3.7 Renewal date

3.8 The owners corporation resolved that the members may arrange their own insurance under section 63 of the Owners Corporation Act 2006.

3.8.1 If so, the date of that resolution is

4. Funds

4.1 Total funds held by the owners corporation is

5. Other Liabilities

5.1 The owners corporation any liabilities in addition to any liabilities specified above

5.1.1 If so, the details of those liabilities are:

6. Contracts, Leases, Licences And Agreements

6.1 Details of current contracts, leases, licences or agreements affecting the common property are set out below:

Date	Type	Parties	Additional Notes
1/01/2006	On-site Manager	Stuart Charles	Cleaning, gardening, swimming pool
16/01/2006	Maintenance	ADT Fire Monitoring	Fire Alarm Monitoring
26/10/2006	Maintenance	Nordic Elevator Services	Maintaining the lifts
21/11/2006	Maintenance	DNA Electrical	Emergency Lighting Maintenance
15/12/2006	Maintenance	SOS Fire Services	Inspection/testing of fire protection equip
28/06/2007	Pay TV	Foxtel	Gymnasium
18/06/2009	Lease	G Muchnicki & P Rubinstein	99 yr lease Common Area within Lot S3

6.2 Details of current agreements to provide services to lot owners, occupiers or the public are set out below:

Date	Service Type	Service provided to	Additional Notes

7. Notices & Legal Proceedings

7.1 The following are details of notices or orders that have been served on the owners corporation in the last 12 months that have not been satisfied:

7.2 The following are details of legal proceedings that the owners corporation is a party:

7.3 The following are circumstances of which the owners corporation is aware that are likely to give rise to proceedings:

NIL

8. Managers & Administrators

8.1 The owners corporation ☐ has ☒ ~~has not~~ resolved to appoint a manager

8.2 The owners corporation ☐ has ☒ ~~has not~~ appointed a manager

8.3 Name of manager

8.4 Address of manager

8.5 There ☒ ~~has~~ ☐ has not been a proposal for the appointment of an administrator

8.6 An administrator ☒ ~~has~~ ☐ has not been appointed for the owners corporation

8.7 Name of Administrator

8.8 Address of administrator

9. Attachments

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

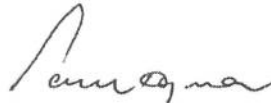
☒ A copy of the Rules of the Owners Corporation (if the rules have been amended, consolidated rules of the owners corporation as recorded on the register)

☒ Minutes of the most recent annual general meeting of the owners corporation (including all resolutions made at the meeting)

☐ Other (specify)

10. Note

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:
DB Body Corporate Management Pty Ltd of 309 Kooyong Road Elsternwick VIC 3185



Paul Hyman Manager
Signed on behalf of the
Owners Corporation by its duly appointed manager



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

Schedule 3, Regulation 12, Owners Corporations Regulations 2007

OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

The Owners Corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, 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.

Mansion Apartments
83 Queens Road
Melbourne Vic 3004

**Minutes of Annual General Meeting of Owners Corporation PS500673J for the period 1st July 2011 – 30th June 2013 held in the gymnasium,
Level 18, 83 Queens Road Melbourne on 15th October 2013 at 6:00pm**

Premises: 83 Queens Road Melbourne

Present: Paul Hyman, Dennis Barak, Liana Hyman & Trent Hyman on behalf of DB Body Corporate Management Pty Limited

In Attendance:

Peter Rubinstein (S3), Dr George Muchnicki (S4), Dawn Watts (101), Peter Landini (304) Nicole Bearzatto (402), Song Tao An (409), Laura & Joe Leavy (504), Tim Williamson (506), Des Bastin (509), Yiwen Lao (601), Aidan Jamison (604), Selwyn Stokes (605), Michael Lidiker (610), Louie Kyratsis & Steve Tahalian (701), Riaz Akhtar-Khavati (705), Tinja Sakkas (808), Karen Ayhamahmoud (902), Richard Moore (903), Rebecca Driver (1108), Dennis Barak (1205), Gail Bearzetto (1507), Sandra Ippolito (1602), Pat Buffone (1704), Carol Varenhout (1707), Mike Samos (1709).

Proxies:

Paul Hyman of DB Body Corporate Management Pty Ltd upon written notification to act as proxy for: John Francis (301), Karen Ben Danan (404), Caroul Foo (408), Han Sen Yue (502), Candyce Linington (508), Gopal Gurung (510), Daniel Beddegenoodts (607), Girish Hemdev (608), Peter Campbell (702), Jamie Miller (704), Glenn Crombie (801), Mark O'Brien (809), Kon & Rita Kontos (904), Chamisha Fernando (908), Elmira Habibi (1001), Helen Steele (1002), Sepher Tabrizi (1005), Adam Carrero (1006), Robert Chatfield (1007), Mark Hurwood (1102), Lewis Au (1103), Bruno Vocale (1106), Andrew Tan (1110), Kate Leonard (1204), Sam Zacharopoulos (1207), Beryl Donovan (1208), Les Slade (1305), Catherine Asquith (1306), Mathew Tiederman (1308), Michelle De Gabrielle (1309), James Hatzipanagiotis (1401), Peter Gibson (1404), Owen Donovan (1408), Barry Golightly (1501), Ken Nash (1502, 1503), Stepanie Shelton (1506), Natalie McCann (1510), Pauline Foster (1606), Russell Webb (1609), Leanne Sullivan (1610),.

Pat Buffone as proxy for Stuart Smith (1301)

Tim Williamson as proxy for Janie Williamson (602)

1. **Attendance:** 25 attended and 43 proxies which represent less than 50% of total lot entitlement, but represents greater than 50% of lot entitlement, therefore meeting has a quorum for ordinary resolutions.
2. **Proxy Holders:** – confirmed all proxies were on the prescribed form.
3. **Entitlement to Vote:** The Manager confirmed that fees must be paid up to date for members to be entitled to vote on general resolutions; all members are entitled to vote on special resolutions.
4. **Apologies:** – Peter Campbell.
5. **Chairperson:** It was agreed that Paul Hyman of DB Body Corporate Management Pty Ltd be appointed as Chairperson for the meeting.

6. **Minutes of the previous Annual General Meeting:** Offered as true and correct. Proposed agree Mike Samos, seconded Dennis Barak.

Vote: Yes 68, No 0, Abstain 0.

7. **Receive Report from Management Committee:** Outgoing secretary Stuart Smith was interstate and unable to attend. He did provide the following report as read by Pat Bufone.

For the period ending 15 October 2013, the committee met seven times since seven owners were elected at the last AGM on 18 October 2012 and significant matters undertaken were:-

- Consideration of various complaints, all of which were handled without referral to VCAT. Four formal complaints were considered, all of which related to beaches of the Owners Corporation rules for the visitors parking area, and in all four cases notices to rectify breach were issued to the owners.
- Approved fire safety building works by Nullfire at cost \$6,220 + GST.
- Approved essential services contractor SOS to replace Gem at a cost savings to the Owners.
- Approved provision of common area electricity by Commercial Energy Brokers Australia at a cost saving to owners.
- Approved plumbing repairs to remedy water leakage into apartments and garage car spaces.
- Approved replacement of a defective Security Camera to cover the original Mansion Building area adjacent to Queens Lane.
- Approved repairs to common area fire doors at cost \$2480 + gst.
- Approved quote from ISS for line marking and signage in the garages.
- Approved suitability of approved new building managers Peter and Rowena, and referred matter for decision by a special general meeting of owners.

8. **Receive Report from On-Site Manager**

The on-site manager transferred to Peter Pearsall on 1st August 2013. Outgoing manager Stuart Smith submitted the following report.

- Hallways and foyer walls: Managers had to patch markings caused primarily by movement of bicycles, trolleys & large items.
- Water leaks: Rectification of building defects have been carried out and is ongoing; apartments effected have required repairs to resultant water damage; external window seals have required repair; some continued garage ceiling leaks have required installation of sheet metal/plumbing protection for car spaces.
- Garage floors: Surface resealing is recommended, particularly for level B3 where surface wear and dusting is evident, and at the turning point for the down ramp on level B1.

- Air Conditioners: Water condensation is being allowed to drip onto apartments below and owners are requested to install evaporation trays.
- Balconies overflow: Balcony washing and gardens water are being allowed to drip onto apartments below. Owners are requested to install pot plant saucers and not allow cleaning fluids to drip over edges.
- Visitor parking: Numerous breaches of the rules re evident and owners, tenants, and their visitors are requested to comply with the restrictions as set out in the Owners Corp rules.
- Rubbish disposal: There are regular instances of recyclable items (cardboard, bottles etc) being thrown down the chute. There are bins on level B1 for proper disposal.

9. Receive Report from Manager and adopt the financial statements as circulated

Paul Hyman representing the Manager commented as follows:

Installation of hand rail above glass balustrading on level 18

The Owners Corporation has been issued with a additional requirement from the Insurers, Strata Unit Underwriter, in modify the balustrading onb the roof deck as their building surveyor considers the balustrading to be of a high risk nature. The height of the current glass is just over 1 metre and they require it to be raised to 1.5metres.

There is no option of going to another insurer as we would have to disclose the requirement placed by the current insurer.

To date the Committee has received 2 quotes, one for \$22,500 and the other for \$31,097.

All agreed that issue of safety is paramount.

Resolved that members agreed to authorised Committee to finalise contract at best possible price, and that sample of proposed railing be available for interested owners to view.

Vote: Yes 68, No 0, Abstain 0

The new on-site manager, Peter Pearsal, commenced his duties on 1 August 2013. Over the past 10 weeks the following items have been completed:-

1. The 18 Fire Points have been fully cleaned, all rubbish removed and are up to Code.
2. The 18 Electrical Rooms have also now been fully cleaned, all rubbish removed and are up to Code.
3. The Fire Control Room (Ground Floor) has been cleaned and is up to Code.
4. The Garbage Chute is now enclosed as is the Garbage Area and now meets Safety and Fire Codes.

5. The Basements are now all cleaned, all rubbish removed from Common Areas and residential car spaces and also now meet Health, Safety and Fire Codes.

It is Peter's intention to now keep all the areas up to Code and to take any and all action against any residents who breach the OC Rules in relation to these areas.

In addition to the above, the following jobs approved by the Committee have been completed:

1. Gas Housing Shed located in the foregrounds of the Old Mansion has now been cleaned and re-stained.
2. Fire Doors have been painted.
3. Fire Stairs from Level 17 to Gym have been repainted.
4. Fire Stairs from Ground to B3 have been painted.

There are still a number of outstanding approved jobs such as basement line marking which should be completed within the next month.

Changes to Foyer

The changes to the foyer received criticism, particular the lack of notice that changes were planned. Majority of residents are happy with the changes. The committee will endeavour to have more effective communication when changes are planned. The side panel adjacent the driveway is to be lowered to match the rest of the screening.

The financial reports have been presented in the format as requested at last year's AGM; Actual, budgeted and proposed budget figures are included. The proposed budget maintained the general levy and maintenance levy at same level as last financial year.

There were no queries regarding the financial accounts.

Resolved that the Financial Accounts be accepted as presented.

Moved: Peter Landini Seconded: Dennis Barak
Vote: Yes 68, No 0, Abstain 0

10. **Election of Committee:** Nominations were received from

1. Louie Kyratsis
2. Mike Samos
3. Dennis Barak
4. Peter Rubinstein
5. Tina Sakkas
6. Pat Buffone
7. Sandra Ippolito

As there were no further nominations the above were duly elected, and it was proposed to delegate the powers of the Owners Corporation to the committee.

Vote: Yes 68, No 0, Abstain 0.

11. Delegation of powers to Manager of the Owners Corporation:

It was resolved to delegate the authority to affix the common seal to leases, licences, assignment or transfer of leases or licences, contracts and agreements required to be executed under the common seal of the owners corporation and as approved by a general meeting.

Vote: Yes 68, No 0, Abstain 0.

12. Building Insurance and valuation:

It was proposed and resolved to defer a further valuation until 2014.

Vote: Yes 68, No 0, Abstain 0.

13. General Business:

The following matters were raised and the meeting resolved to refer them to the new committee for consideration:

1. The chin up bar is not of an acceptable standard. In future the committee to involved owners where they have requested specific item.
2. Committee to consider BBQ area.
3. Committee to consider option of Solar power.
4. Committee to consider use of Carpet tiles rather than regular capet when seeking quotes for upgrade of gym carpet
5. Tina Sakkis asked that committee seek advise on upgrade of Foxtel to allow for Foxtel IQ

There being no further business the meeting was closed at 7-00pm.

Chairman Paul Hyman.

OWNERS CORPORATION PS 500673J
STANDARD AND ADDITIONAL RULES
MANSION APARTMENTS
83 QUEENS ROAD MELBOURNE 3004.

Owners Corporation Act 2006.

USE OF COMMON PROPERTY AND LOTS

A member must not and must ensure that the occupier of a member's lot does not-

- (a) use the common property or permit the common property to be used in such manner as to unreasonably interfere with or prevent its use by other members or occupants of lots or their families or visitors; or
- (b) park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a lot or in any place other than in a parking area specified for such purpose by the Owners Corporation; or
- (c) use or permit a lot affected by the Owners Corporation to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any lot or the families or visitors of any such member or occupier; or
- (d) make or permit to be made any undue noise in or about the common property or any lot affected by the Owners Corporation; or
- (e) make or permit to be made any noise from music or machinery which may be heard outside the owner's lot between the hours of midnight and 8:00am; or
- (f) keep any animal on common property after being given notice by the body corporate to remove the animal after the Owners Corporation has resolved that the animal is causing a nuisance.

PART TWO ADDITIONAL RULES

OWNERS CORPORATION RULES - UNLIMITED

Owners Corporation rules for all lots including Swimming Pool, Barbecue, Gymnasium and Car Park.

1. DEFINITIONS & INTERPRETATION:

1.1 Definitions:

In these rules unless the context indicates a contrary intention:

"Act" means the Subdivision Act 1988 or Owners Corporation Act 2006;

"Building" means the building or buildings constructed on the Land;

"Building Manager" means the person or persons for the time being appointed by the Owners Corporation to provide contracted building caretaking and management services.

"Grand Prix" means the Melbourne Formula One Grand Prix (or similar name) held at Albert Park Lake or any similar car race.

"Governmental Agency" means any governmental or semi-governmental, administrative, fiscal or judicial department, commission, authority, tribunal, agency or entity;

"Land" means the whole of the land described in the Plan;

"Manager" means the person for the time being appointed by the Owners Corporation as its Manager or if no person is for the time being appointed, the secretary of the Owners Corporation;

"Owners Corporation" and "Body Corporate" have the same meaning in terms of the Owners Corporation Act 2006;

"Plan" means plan of subdivision No. PS 500673J;

"Regulations" means the Subdivision (Body Corporate) Regulations 2001 or the Owners Corporation Regulations 2007 as amended from time to time;

"Resident" means a lot owner and an occupier.

"Security Key" means a key, magnetic card or other security device used to open and close doors, gates, locks or to generate alarms, security systems or communication systems in respect of a lot or the common property;

"Security System" means the system comprised of hardware and software that incorporates Security Keys and that controls access to the Building.

1.2 Interpretation:

In these rules unless the context indicates a contrary intention:

- a) headings are for convenience only and shall not affect interpretation;
- b) words denoting any gender shall include all genders;
- c) an expression importing a natural person shall include any company, partnership, joint venture, association, corporation, other owners corporation and any Governmental Agency;
- d) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
- e) a reference to an Act of Parliament, ordinance, code or other law includes regulations and other statutory instruments (including by-laws) under it and shall include any amendment, consolidation, modification or re-enactment (hereof or any replacement legislation);
- f) a reference to an Owners Corporation includes any elected committee of the Owners Corporation; and
- g) a reference to a corporation means and includes its liquidators, receivers, administrators and controllers.

1.3 The obligations and restrictions set out in these rules shall be read subject to the rights, grants or privileges that may be given to any person or persons by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges prevail over these rules in respect of the person or persons to whom they are given.

2. BEHAVIOUR

2.1 A proprietor or occupier of a lot when on common property or on any part of a lot so as to be visible from another lot or from common property must be clothed, and must not use language or behave in a manner likely to cause offence or embarrassment to the proprietor or occupier of another lot or to any person lawfully using common property.

2.2 A proprietor or occupier of a lot must not:

- 2.2.1 create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the proprietor or occupier of another lot or of any person lawfully using common property; or
- 2.2.2 obstruct the lawful use of common property by any person; or

2.2.3 without limiting the generality of the foregoing, use hammer drills, jack hammers or other noisy tools or electrical equipment in a lot on weekends or public holidays or between the hours & 4:00pm to 9:00am on weekdays.

2.3 A proprietor or occupier of a lot must not themselves, nor permit persons invited onto his or her lot or under his or her control to consume alcohol, or take glassware onto the common property, or smoke, unless prior written authority is obtained from the Owners Corporation.

2.4 A proprietor or occupier of a lot must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in common property.

2.5 A proprietor or occupier of a lot must not permit any persons under the control of that proprietor or occupier to play on any part of the common property or, unless accompanied by an adult to remain on any part of the common property comprising a car parking area or other area of possible danger or hazard to children.

2.6 A proprietor or occupier of a lot must not permit any persons under the control of that person to use on the common property any skateboards, roller skates or roller blades.

2.7 A proprietor or occupier of a lot must not smoke in the stairwells, lifts, foyers, car park lobbies, loading docks, areas set aside for plant and storage, forming part of the common property or such other parts of the common property as the Owners Corporation may designate from time to time.

2.8 A proprietor or occupier of a lot must not allow water or cleaning fluids or other liquid to flow over the edges of balconies, applicable but not limited to cleaning and gardening.

2.9 A proprietor or occupier of a lot must ensure that visitors to the lot, inclusive of tradespeople, are aware of and comply with these Owners Corporation rules.

2.10 A proprietor or occupier of a lot must accept that the Manager and/or Building Managers represent the Owners Corporation, and have the authority to request that proprietors, occupiers and their visitors comply with the Owners Corporation rules.

3. SERVICES

Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a proprietor or occupier of a lot must not do anything or permit anything to be done on or in relation to that lot or the common property so that:

(a) the structural integrity of any part of the common property is impaired; or

(b) the provision of services through the lot or the common property is interfered with; or

(c) any support or shelter provided by that lot or the common property for any other lot or the common property is interfered with.

4. MOVING

4.1 A proprietor or occupier of a lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property via the service lifts and in accordance with the directions of the Building Manager.

4.2 A proprietor or occupier of a lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Building Manager in sufficient time to enable a representative of the Building Manager to be present.

4.3 Without limiting the generality of the foregoing rules, a proprietor or occupier of a lot may only move articles likely to cause damage through the first floor car park lobby via the car park ramp.

4.4 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Building Manager and the proprietor or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier & the lot will be liable for any damage caused to the common property arising from the movement of the article.

5. INTERFERENCE

5.1 A proprietor or occupier of a lot must not, without the written authority of the Owners Corporation, interfere with the operation of any plant and equipment owned by the Owners Corporation installed on the common property.

5.2 A proprietor or occupier of a lot must not, without the prior written consent of the Owners Corporation, remove any article from the common property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.

5.3 A proprietor or occupier of a lot must not modify any air conditioning, heating ventilation system or associated ducting servicing that lot without the prior written consent of the Owners Corporation.

5.4 A proprietor or occupier of a lot must not enter any plant room without the consent of the Owners Corporation.

5.5 A proprietor or occupier of a lot must not modify any intercom, television aerial or communication system (except telephone connections) servicing that lot without the prior written consent of the Owners Corporation.

5.6 A proprietor or occupier of a lot must not install nor permit the installation of covering to any storage areas other than as permitted by the Owners Corporation.

6. DAMAGE

6.1 A proprietor or occupier of a lot shall not mark, paint or otherwise damage or deface, any part of the common property. Should a proprietor or occupier of a lot mark, paint, or otherwise damage deface any part of the common property, the proprietor will be responsible for restoring the common property at its own cost to its original condition. Should the proprietor of a lot fail to restore the common property to its original condition within fourteen (14) days of being requested to do so, the Owners Corporation shall carry out the necessary works or repairs, and the cost of such works or repairs will be passed onto the proprietor of the lot (by way of a special levy or as the Owners Corporation sees fit from time to time).

6.2 A proprietor or occupier must not breach the fire regulations by installing unapproved dead locks or peep holes, or do anything that would or could void or prejudice the Owners Corporation Insurance Policy.

6.3 A proprietor or occupier of a lot who damages (in any way whatsoever) any of the car park access ramps, boom gates or any other gate shall be responsible for all costs associated with the repair deemed necessary by the Manager. This cost shall include (but not be limited to) call out of the Building Manager, emergency call of a maintenance team for car park access, costs of repair, and costs incurred by other proprietors or occupiers if they are unable to use or access the car park.

6.4 A proprietor or occupier of a lot is responsible for repairs to walls adjacent to car space lots at his or her expense. The Owners Corporation reserves the right to affect such repairs and charge the proprietor for the cost. The Owners Corporation will provide seven (7) days notice of such intention.

7. DEFECTS

A proprietor or occupier of a lot must immediately notify the Owners Corporation or its Manager on becoming aware of any damage to or defect in the common property or any property of the Owners Corporation. (Which includes all services and equipment.)

8. RESTRICTED USE OF COMMON PROPERTY FOR FIRE CONTROL

8.1 The Owners Corporation may take measures to ensure the security, and to preserve the safety of the common property and the lots affected by Owners Corporation, from risks of fire or other hazards and without limitation may:

8.1.1 close off any part of the common property not required for access to a lot on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any part of the common property; and

8.1.2 permit, to the exclusion of proprietors 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

8.1.3 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots; and

8.1.4 restrict by means of key or other security device the access of the proprietors or occupiers of one level of the lots to any other level of the lots.

8.2 A proprietor and occupier of a lot must abide by any actions taken by the Owners Corporation in accordance with these rules and must meet all costs incurred by the Owners Corporation in relation to these rules (or a breach of these rules by the relevant proprietor or occupier).

8.3 A proprietor or occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that batteries relating to the smoke detectors are replaced whenever necessary.

9. FIRE

9.1 A proprietor or occupier of a lot must ensure compliance with all statutory and other requirements, including those of the Owners Corporation, relating to fire and fire safety in respect of the lot.

9.2 A proprietor or occupier of a lot must not use interfere or tamper with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs, fire escape or fire fighting equipment, including but not limited to securing bicycles or other items to fire pipes, fire sprinkler pipes, or adjacent to fire pipes or equipment.

9.3 A proprietor or occupier of a lot must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that batteries relating to the smoke detectors are replaced whenever necessary.

9.4 If a proprietor or occupier breaches the fire regulations in these ways, the proprietor will be responsible for all loss and damages that are incurred (including but not limited to the replacement value of the whole building should the building be damaged, as building insurance may be voided whilst the proprietor or occupier is in breach of this Rule 5.2) A proprietor or occupier who installs unapproved deadlocks or peepholes or does anything else that could or would void or prejudice the Owners Corporation Insurance Policy will be required at the proprietor's cost to reinstate the premises so that either proprietor or occupier is not in breach or has not voided or prejudiced the Owners Corporation Insurance Policy. The proprietor or occupier will be required to carry out any works at their own cost. Until such time as such works are carried out, the proprietor or occupier will be responsible for all loss or damage that is incurred due to the proprietor or occupiers voiding or prejudicing the Owners Corporation Insurance Policy. Should the proprietor fail to carry out the required

work within seven (7) days of being requested to do so by the Owners Corporation, the Owners Corporation will carry out the work and necessary repairs itself at the proprietor's cost.

9.5 A proprietor or occupier of a lot must not interfere in any way with lot entrance doors, which are common property fire doors, unless prior written authority is provided by the Owners Corporation for items such as but not limited to peepholes, signs or knockers.

9.6 Should the fire brigade attend the Building in response to an alarm where the fire brigade deems the matter a false alarm, and where a fee is levied by the fire brigade for such attendance, the proprietor of the lot deemed to have caused the false alarm shall be liable to pay any such fee. The Owners Corporation reserves the right to recover any such charges by special levy or other means.

10. STORAGE

A proprietor or occupier of a lot must not:

- (a) Except with the prior written consent of the Owners Corporation and at their own risk, use or store on the lot inclusive of car space(s) or common property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material used or intended to be used for normal and lawful domestic purposes or in the fuel tank of a motor vehicle; or
- (b) Do or permit anything which may invalidate or suspend any Insurance Policy affected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation.
- (c) Except with the prior written consent of the Owners Corporation, place or install cupboards, racks or other storage facilities not applicable to section 23 of these rules; further, no items are to be stored in car spaces or common property except in a storage facility (whether constructed on site or prefabricated) approved in writing by the Owners Corporation.

11. INSURANCE

A proprietor or occupier of a lot must not without the prior written consent of the Owners Corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any Insurance Policy effected by the Owners Corporation.

12. SECURITY AND SECURITY KEYS

12.1 A proprietor or occupier of a lot or persons thereon from time to time must not do or permit anything which may prejudice the security or safety of the common property or any person in or about the Building.

12.2 The Owners Corporation may charge a reasonable fee for any additional Security Key required by a proprietor.

12.3 A proprietor of a lot must exercise a high degree of caution and responsibility in making a Security Key available for use by any occupier of a lot and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a lot to the occupier to ensure the return of the Security Key to the proprietor or the Owners Corporation.

12.4 A proprietor or occupier of a lot in possession of a Security Key must not without written consent from the Owners Corporation duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Key is not lost or handed to any person other than another proprietor or occupier and is not disposed of otherwise than by returning it to the proprietor or the Owners Corporation.

12.5 A proprietor or occupier of a lot must promptly notify the Owners Corporation if a Security Key issued to him is lost or destroyed.

12.6 The Owners Corporation may from time to time appoint an operator for, or delegate responsibility for, the operation of the common property Security System. Such appointee or delegate shall have sole responsibility for issuance and control of Security Keys.

13. CLEANING

13.1 A proprietor or occupier of a lot must keep that lot inclusive of car space(s) clean and in good repair.

13.2 A proprietor or occupier of a lot must ensure its car parking space(s) and nearby property are free of oil and like substances. The Owners Corporation reserves the right to clean any common property near his or her car space(s) which is stained by oil, petrol or a like substance and charge that proprietor or occupier for the cost. The Owners Corporation will give twenty four (24) hours notice of its intention to do such cleaning.

14. SIGNS, BLINDS AND AWNINGS

14.1 A proprietor or occupier of a lot must not without the prior written consent of the Owners Corporation erect or affix any sign or notice to any part of the common property unless approved by the Owners Corporation .

14.2 A proprietor or occupier of a lot must not install or permit the installation of any window coverings other than black roller blinds first approved by the Owners Corporation in writing or such other window coverings permitted by the Owners Corporation from time to time in writing.

14.3 A proprietor or occupier of a lot must not install or permit the installation, any awnings other than as first approved by the Owners Corporation in writing.

15. APPEARANCE

Without limiting any other of these rules, a proprietor or occupier of a lot must not:

15.1 without prior written consent of the Owners Corporation maintain inside the lot anything visible from outside the lot that when viewed from outside the lot is not in keeping with the rest of the Building (excluding artistic works and furniture inside the lot); or

15.2 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; or

15.3 operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the common property, another lot or another part of the Building; or

15.4 without the prior written consent of the Owners Corporation attach to or hang from the exterior of the lot any aerial or any security device or wires; or

15.5 install or operate any intruder alarm that causes any disruption or any alarm which emits an audible signal that can be heard outside the lot; or

15.6 place, display or hang any chattel or item (including any item of clothing or any wind chimes) on or from their balcony or terrace or any other area that is part of the common property; or

15.7 place floor mats in residential hallways that are part of the common property; or

15.8 allow any glazed portions of the lot or the common property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change; or

15.9 install any external wireless, television aerial, sky-dish receiver, satellite dish or receiver or any other apparatus that can be viewed from outside the exterior of the Building or from another lot; or

15.10 install any air conditioning unit, device or evaporative cooler in a lot other than in a place approved in writing by the Owners Corporation. Units affixed to balcony floors must be situated such that visibility from the exterior of the building or other lots is minimised. Where water outlets cannot be plumbed into the existing lot drain pipes, water collection trays must be installed; or

15.11 install any pipes, wiring, cables or the like to the external face of the Building; or

15.12 a proprietor or occupier of a lot must not place any washing, towel or other article so as to be visible from the common property or outside the Building without the prior written consent of the Owners Corporation; or

15.13 the Owners Corporation will charge a proprietor of a lot who itself or its occupier is in breach of this rule 15 for the cost of complying with any of the above.

16. PAINTING AND FINISHINGS

A proprietor or occupier of a lot must not paint, tarnish, colour, finish or otherwise alter in any way the external facade of the Building or any improvement or area forming part of the common property.

17. RUBBISH

17.1 A proprietor or occupier of a lot must not deposit or throw rubbish onto the common property except into a receptacle or area specifically provided for that purpose.

17.2 A proprietor or occupier of a lot must dispose of rubbish in the manner specified by the Owners Corporation from time to time but otherwise:

17.2.1 recyclable items, without limitation, paper, cardboard and plastic as from time to time nominated by the Owners Corporation must be stored in the area designated for the items by the Owners Corporation; and

17.2.2 all cardboard boxes and packaging must be broken down, flattened, and neatly packed in the designated bin in the designated rubbish area on level B1; and

17.2.3 glass items must be completely drained, cleaned and deposited in unbroken condition in the area designated for such items by the Owners Corporation; and

17.2.4 all other garbage excepting animal waste must be drained and securely wrapped in small parcels deposited in the garbage chute (where one is provided) situated on the common property; and

17.2.5 animal waste is not to be disposed of via the garbage chute. Such waste is to be securely wrapped to prevent leakage and odours, and disposed of in the rubbish bin provided for general rubbish on garage level B1.

18. OWNERS CORPORATION CONSENT

A consent given by the Owners Corporation under these rules will, if practicable, be revocable and to be valid must be in writing and may be given subject to conditions including (without limitation), a condition evidenced by a minute of a resolution that the proprietor or occupier for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent. The Owners Corporation and or its Manager are not responsible for any costs incurred by the proprietor and or occupier of the lot as a result of the Owners Corporation retracting any consent that has previously been given.

19. DISPUTE RESOLUTION & COMMUNICATION PROCEDURES

“Manager” means the person for the time being appointed by the Owners Corporation as its Manager or if no person is for the time being appointed, the secretary of the Owners Corporation

“Resident” means a lot owner and an occupier.

All residents are encouraged to:

1. Report immediately any damage to the building to the Manager.
2. Report any risks to safety and security to residents and the building to the Manager.
3. Advise the Manager if you are going to be away from your unit for a long period of time. Law requires that you notify the Owners Corporation if you are going to be away for more than three months.
4. Notify the Manager 14 days prior to the commencement of renovations as some renovations cause disruption or have the potential to affect the security of other residents.
5. Report any issue of concern, damage, breaches of law or these rules to the Manager or the chairperson of the committee. However, the resident has the right to contact the other resident or residents to raise any issue of concern. The Owners Corporation acknowledges that communication between residents is as a practical and reasonable approach to address any day to day issues between neighbours.
6. Make a written complaint in the approved form setting out the complaint and whether you wish to invite the committee, Manager or another party to a meeting to discuss any issue in dispute.
7. The Owners Corporation requires all residents to submit a complaint in writing to the chairperson of the committee c/- of the Manager in the approved form before making an application to VCAT.
8. The Owners Corporation or the committee will call a meeting within 14 days to resolve the issue or dispute and take any action it deems appropriate according to law. Any resolutions made by the Owners Corporation or the committee will be recorded in the minutes of that meeting and sent to all owners and residents involved.
9. If the issue or dispute is not resolved, the resident has a right to take further action under Part 10 of the Owners Corporations Act 2006.

20. VEHICLES AND BICYCLES

20.1 A proprietor or occupier of a lot must not park or leave a vehicle, motor cycle or bicycle on common property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the Owners Corporation from time to time and must observe any parking directions given orally or published by the Building Manager from time to time in respect of parking.

20.2 A proprietor or occupier of a lot must not permit oil leakages from any motor vehicle, trailer or motor cycle onto common property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the garage or other part of the common property after due notice has been served.

20.3 A proprietor or occupier of a lot must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicles, trailers or motor cycles and / or costs associated in the removal of any vehicle, trailer or motor cycle will be charged to the proprietor of the lot.

20.4 A proprietor or occupier of a lot must not permit anyone to park in a space allocated for visitor parking where the purpose of the visit is to attend a property other than Mansion Apartments, 83 Queens Road, Melbourne.

20.5 A proprietor or occupier of a lot must not:

- (a) Permit a bona fide visitor of their lot to use those spaces allocated for visitors parking for more than forty-eight (48) hours without written approval from the Building Manager or Owners Corporation. Notwithstanding the interim or temporary removal of visitors' vehicles, the two (2) day limitation will apply, and frequent and repeated usage of the visitor spaces for any extended period is prohibited; or
- (b) Permit a bona fide visitor of their lot to park for more than two (2) consecutive nights, or for any other extended period of time, without written approval from the Building Manager or Owners Corporation.

20.6 A proprietor or occupier of a lot must not park within those allocated spaces for visitors parking except for brief periods to a maximum of two (2) hours on any one day during the period 9am to 6pm.

20.7 A proprietor or occupier of a lot must not:

- (a) permit any bicycle to be brought into a lot or the foyer, stairwells, hallways, garden areas, walkways, balconies or other parts of the common property as may be designated by the Owners Corporation or its Building Manager from time to time; or
- (b) permit any bicycle to be stored other than in the areas (if any) of the common property that may be designated by the Owners Corporation for such purpose and fitted with bicycle racks from time to time; or
- (c) themselves park, or allow any visitor of the lot to park on the Building courtyard located between the main tower and the original Mansion building; or
- (d) themselves park, or allow any visitor of the lot to park on the semi-circular driveway located in front of the building tower, unless authority to do so is provided by the Owners Corporation or the Building Manager. Such authority will not be unreasonably withheld for activities such as brief drop-offs or pick-ups where the driver remains with the vehicle, taxis, delivery vehicles, furniture moving vehicles and tradespersons' vehicles that cannot access the designated garage visitor spaces because of size restrictions; or
- (e) secure or park bicycles or any other conveyance or equipment such that access to fire equipment may be hindered, or secure them to fire system pipes. Any damage repair costs or fire brigade callout costs resultant from such a breach will be the responsibility of the lot proprietor; or
- (f) park vehicles on the Building lawn area adjacent to Queens Road and Queens Lane without written authority from the Owners Corporation.
- (g) if a proprietor or occupier of a lot fails to comply with 20.7(a), (b), (c), (d), (e) and (f) above, the Owners Corporation will remove the relevant item and the proprietor of the lot will be charged for all expenses incurred by the Owners Corporation.

21. COMPLIANCE

21.1 A proprietor or occupier of a lot must take all reasonable steps to ensure that invitees of the proprietor or occupier comply with these rules and in default take all reasonable steps to ensure that their invitees leave the Building.

21.2 A proprietor of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these rules.

21.3 A proprietor or occupier of a lot must at the proprietor's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirements, notices and orders of any governmental authority.

21.4 A proprietor or occupier of a lot must not use the lot for any purpose that may be illegal or injurious to the reputation of the development comprised of the lots and the

common property or which may cause a nuisance or hazard to any other proprietor or occupier of a lot or their representative invitees.

22. INTERFERENCE

22.1 A proprietor or occupier of a lot must not use any parts of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation to a third party from time to time whether by licence, easement or otherwise.

22.2 A proprietor or occupier of a lot must not interfere with or obstruct the Manager or Building Manager from performing their duties under any agreement entered into from time to time.

23. BUILDING AND CONSTRUCTION

23.1 A proprietor or occupier of a lot must not undertake any building works within or about or relating to an Owners Corporation member's lot inclusive of car space(s) except in accordance with the following requirements:

(a) Such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies of which have been given to the secretary of the Owners Corporation and then strictly in accordance with those permits approvals and consents and any conditions thereof;

(b) The proprietor or occupier of a lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance annoyance disturbance and inconvenience from building operations to other lot owners and occupiers;

(c) The proprietor or occupier of a lot must not proceed with any such works until the proprietor or occupier:

23.2.1 Submits to the body corporate plans and specifications of any works proposed by the proprietor or occupier which affect the external appearance of the building or any of the common property or which affect the building structure or services or the fire or acoustic ratings of any component of the building. For example, but not limited to, any removal of carpets and the installation of wood or other material floor coverings, requires suitable acoustic underlay to be affixed; and

23.2.2 Supplies to the Owners Corporation such further particulars of those proposed works as the body corporate may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic and orderly development of the total building and do not endanger the building and are compatible with the overall services to the building and the individual floors; and

23.2.3 Receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building surveyor engaged by the Owners Corporation to consider such plans and specifications) by the proprietor or occupier and such approval shall not be effective until such costs have been paid; and

23.2.4 Pays such reasonable costs to the Owners Corporation; and

23.2.5 The proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor or occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of common property and on-site management and building protection, and hours of work (and the main Building entrance and lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant lot unless the

Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the common property and the services therein.

23.3 Without limiting the generality of the foregoing, the proprietor or occupier of a lot must ensure that the proprietor or occupier and the proprietor's or occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:

23.3.1 Building materials must not be stacked or stored in the front side or rear of the Building;

23.3.2 Scaffolding must not be erected on the common property or the exterior of the Building;

23.3.3 Construction work must comply with all laws of the relevant Government Agencies;

23.3.4 The exterior and common property of the Building must at all times be maintained in a clean, tidy, and safe state;

23.3.5 Construction vehicles and construction workers' vehicles must not be brought into any part of the common property excepting nominated visitor spaces without the prior written authority of the Building Manager or Owners Corporation. The lot proprietor responsible for or permitting such vehicle to be brought into the common property is responsible for making good any damage caused by such vehicle. The Owners Corporation reserves the right to affect repairs to such damage and charge the proprietor for the cost of such repairs. The Owners Corporation will provide seven (7) days notice of its intention.

23.4 Before any of the proprietor or occupier's works commence the proprietor or occupier must:

23.4.1 Cause to be effected and maintained during the period of the building works a contractor's all risk insurance policy to the satisfaction of the Owners Corporation ; and

23.4.2 Deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation; and

23.5 Access shall not be available to other lots on the plan or common property on the plan for the installation and maintenance of services and associated building works without the consent or licence of the owner of the relevant lot or of the Owners Corporation in the case of common property; and

23.5.1 The proprietor or occupier of a lot shall immediately make good all damage to and dirtying of the building, the common property, the services thereto or therein or any fixtures fittings or finishes thereof or therein which are caused by such works and if the proprietor or occupier fails to immediately do so the Owners Corporation may in its absolute discretion (or if the proprietor or occupier fails to do so within a reasonable period of time) must make good the damage and dirtying and in that event the proprietor or occupier shall indemnify and keep indemnified Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying; and

23.5.2 The proprietor or occupier of a lot must forthwith make good any damage occasioned to the building or the common property, the services thereof and all fixtures, fittings and finishes resulting from such works or (at the Owners Corporation's election) to reimburse to the Owners Corporation the cost incurred or to be incurred by the Owners Corporation in making good any such damage.

24. SIGNS

A proprietor or occupier of a lot must not 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 without the prior written consent of the Owners Corporation (which consent will be granted in its absolute discretion).

25. SERVICES

The water closets, conveniences and other water apparatus including waste pipes and drains shall not be used for any purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances shall not be deposited therein. Any costs or expenses resulting from any damage or blockage or repairs shall be upon demand borne by the lot owner or occupier causing the damage or blockage.

26. ACCESS

Except in the case of an emergency (in which case no notice shall be required) upon one (1) days notice in writing the Owners Corporation or the committee of the Owners Corporation and its servants, agents and contractors shall be permitted to inspect the interior of any lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the lot owner in cases where such leakage or defect is due to any act or default of the said lot owner or his or her invitees). The committee of the Owners Corporation, in exercising this power shall ensure that its servants, agents and contractors cause as little inconvenience to the lot owner or occupier as is reasonable in the circumstances.

27. ANIMALS

27.1 The owner or occupier of a lot may keep a maximum of one animal (excluding fish) in the lot subject to the written approval of the Owners Corporation or its committee if one has been appointed.

27.2 The Owners Corporation (committee) approval is conditional and at all times subject to the following requirements:

- (a) the animal weighs less than 10kg; and
- (b) the animal does not disturb others; and
- (c) the animal is a domesticated pet; and
- (d) the animal is toilet trained; and
- (e) that the animal is controlled on a leash when walked whilst on common property; and
- (f) that cats are kept indoors; and
- (g) that the animal wears an identification tag clearly showing the owner's address and telephone number; and
- (h) that animal waste is securely wrapped and disposed of hygienically in the designated garbage bin provided for general waste and not through the Building garbage chute; and
- (i) the lot owner or occupier must obtain and provide to the Owners Corporation a certificate from a veterinarian service as nominated by the Owners Corporation committee from time to time confirming:
 - i. the animal's weight; and
 - ii. that the animal is healthy and free from major disease; and
 - iii. that the animal has had the required inoculations and flea protection; and
 - (iv) that the animal is kept clean, quiet and controlled at all times whilst in the lot and controlled on a leash when on the common property.

27.3 If challenged, the owner or occupier has the onus of proof (balance of probabilities) with respect to the matters contained in rule 27.2.

27.4 Subject to rule 27.1 the owner or occupier of a lot must not, without Owners Corporation or its committee's prior written approval:

- (a) bring an animal onto, or keep an animal on, the lot or the common property; or
- (b) permit an invitee to bring an animal onto, or keep an animal on, the lot or the common property.

27.5 The Owners Corporation may order an animal to be removed from the scheme land if the animal does not meet all, or is in breach of, the criteria set out in rule 27.2.

27.6 Any pet or other animal found running loose on the common property may be detained by the Owners Corporation and such pet or other animal will only be released to its owner upon payment to the Owners Corporation of a handling charge of \$150 or such other amount as the Owners Corporation may from time to time determine.

28. MOVING OR VACATING

28.1 Residents intending to move furniture in or out must not:

28.1.1 do so without notifying the Building Manager at least 48 hours prior to the proposed move and without receiving approval from the Building Manager for the day and time of the proposed move (the time for moving must be between 9:00 am and 5:00 pm); or

28.1.2 do so on a Sunday or a Public Holiday (subject to prior approval and without paying a fee to the Building Manager); or

28.1.3 do so on a Saturday without paying the fee set by the Owners Corporation for the overtime attendance of the Building Manager; or

28.1.4 do so without paying the fee set by the Owners Corporation (from time to time), which fee represents the possible cost to be incurred by the Owners Corporation for any damage caused as a result of the moving (this includes damage and/or dirtying of carpets in the common areas etc). If no damage is incurred, the Building Manager shall return the fee to the relevant occupier or proprietor of the lot within seven (7) days of the Building Manager inspecting the property (to ensure no damage has been caused).

28.2 Residents moving furniture in or out at any time must not:

28.2.1 permit any carriers or trades people to commence operations prior to their making contact upon arrival with the Building Manager; or

28.2.2 permit any furniture or items to access or exit the building other than via the basement unless authorised by the Owners Corporation or Building Managers who will not unreasonably withhold access via the foyer; or

28.2.3 permit any vehicles to restrict access to the car park; or

28.2.4 conduct operations so as to unduly restrict access of other residents to the lifts or lobbies or restrict access to fire escapes; or

28.2.5 place any furniture or items in a lift other than that specified by the Building Manager, in any event, not until protective covers have been placed in the lift by the Building Manager; or

28.2.6 permit any furniture or other items to come into contact in any way with the lifts doors, including static contact of leaning or stacking against the door; or

28.2.7 damage the common property.

28.3 The resident moving in or out of the Building will be liable to the Owners Corporation for any damage caused to the common property in doing so. If any amount to be paid by a resident moving in or out is not paid within 14 days of the date of moving (and that resident is not the proprietor of the lot), then the Owners Corporation may recover the amount owed from the proprietor of the lot.

28.4 A proprietor or occupier of a lot may only move an article of furniture or any other article likely to cause damage or obstruction through common property via the service lifts and in accordance with the directions of the Building Manager and in accordance with this rule 28.

28.5 A proprietor or occupier of a lot must not move any article of furniture or any other article likely to cause damage or obstruction through common property without first notifying the Building Manager and then only in accordance with the directions given pursuant to rule 28.

28.6 Prior to moving any article of furniture or any other article likely to cause damage or destruction, a representative of the Building Manager and the proprietor or occupier of the lot will inspect the common property through which such article is to be moved to establish its state of repair. The proprietor or occupier of the lot will be liable for any damage caused to the common property arising from the movement of the article.

29. STORAGE

A proprietor or occupier of a lot must not install a storage cage, enclosure or facility on their lot car space without first obtaining the written consent of the Owners Corporation, which consent may be refused or granted on certain conditions by the Owners Corporation at its absolute discretion.

30. BUSINESS

The proprietor or occupier of a lot must not use that lot or any part of the common property for any trade or business nor permit others to do so unless the trade or business can be carried on and is carried on without causing undue nuisance to the proprietors and occupiers of other lots, and unless all Governmental Agency requirements have been met.

31. GYMNASIUM / SWIMMING POOL

31.1 The following conditions apply to the use of any gymnasium, swimming pool or similar areas as designated from time to time by the Owners Corporation (Gymnasium and Swimming Pool") which must be observed by the proprietor or occupier of a lot:

31.1.1 Children may use the Gymnasium and Swimming Pool area only if accompanied and supervised by an adult at all times; and

31.1.2 Alcohol, glass objects, drinking glasses and sharp objects are not permitted in the Gymnasium and Swimming Pool area unless prior written authority is obtained from the Owners Corporation; and

31.1.3 This area is for use by residents and their invitees, and residents are to endeavour to limit invitees to two (2) persons per lot and are to be accompanied by the resident at all times; and

31.1.4 Only persons that have had a fitness evaluation undertaken can use any of the gym equipment; and

31.1.5 Smoking is not permitted; and

31.1.6 Children in this area must be supervised by an adult at all times; and

31.1.7 Suitable footwear and clothing should be worn in the Gymnasium and Swimming Pool area; and

31.1.8 Users are to dry off before leaving the pool area; and

31.1.9 Lights and air conditioners are to be turned off (if applicable) when you leave; and

31.1.10 Users must provide their own towels to use on the gym equipment; and

31.1.11 For the hygiene of all users of the swimming pool you must shower first, and the showers provided are for that purpose only, not for residents or guests to use for ablutions not related to swimming pool usage; and

31.1.12 Any damaged equipment must be notified to the Building Manager; and
31.1.13 Running, ball playing, noisy or hazardous activities are not permitted in the Gymnasium and Swimming Pool area, and pool equipment must not be operated other than in accordance with the stipulations (if any) the Building Manager or the Owners Corporation may make from time to time; and

31.1.14 Foodstuffs, alcohol and glassware of any type are not permitted in the gymnasium; and

31.1.15 Owners or occupiers of a lot may apply for written authority from the Owners Corporation to conduct gatherings on the external surrounds of the gymnasium and pool deck areas (with possible provision for foodstuffs and alcohol). Such permission will be conditional on the continual presence of the lot owner or occupier in the area, restrictions on the numbers of visitors, times of the activity, and the area being returned to a clean and tidy condition with all rubbish removed and properly disposed of.

31.2 A proprietor or occupier of a lot must ensure that when in the Gymnasium area they wear appropriate clothing at all times and suitable foot wear. All equipment must be used with a towel and wiped down after use. No wet swimming gear is to be worn in this area.

31.3 A manager may be appointed by the Owners Corporation to operate the gymnasium/swimming pool area and provide supervised training to members and visitors. Such appointment may require members who use any gymnasium equipment, to first arrange a consultation with the manager.

31.4 The Owners Corporation for the time being may make such rules as it deems necessary in its absolute discretion with regard to the use of the Gymnasium and Swimming Pool area. These may include but not be limited to clothing requirements and behaviour of all those that use the Gymnasium and Swimming Pool area. Should the rules not be complied with, the Owners Corporation has the right to bar anyone from using these facilities.

31.5 The proprietor or occupier of a lot may not invite non-residents into the gym/pool areas to act as a personal trainer for training sessions for such invitees whether such training is for monetary gain or otherwise.

31.6 Proprietors or occupiers of a lot using the gymnasium area must not permit weights to be dropped to the floor in recognition that the floor is above residential apartments on level 17.

31.7 Proprietors or occupiers of a lot using the gymnasium area must not leave personal items inclusive of training aids in the common areas except where such items can be stored at own risk in a common area cupboard.

32. BARBECUE

The following rules apply to everyone using the common area barbecue:

- (a) Private barbecues are not permitted on any other part of the common area;
- (b) The hours for use of the barbecue are strictly 9:00am to 10:00pm;
- (c) The barbecue area must be left clean and neat on finishing and all rubbish, bottles and glass removed to the designated rubbish area on level B1.

33. GRAND PRIX AND SPECIAL EVENT PERIODS

The Owners Corporation will place appropriate restrictions and make rules or place prohibitions to apply during the period of the running of the Grand Prix (or such like events) which may be held at Albert Park or any other nearby locations.

34. MAIL NEWSPAPER DELIVERIES AND LETTER BOXES

34.1 The proprietor or occupier of a lot must not adhere any 'NO JUNK MAIL' signs or words to that like effect unless it is in a form approved by the Owners Corporation.

34.2 The proprietor or occupier of a lot must not fail to clear and keep clear on each and every day any mail receiving box and/or newspaper receiving receptacle of all mail, leaflets, circulars, pamphlets, newspapers, advertising and promotional literature or material and all or any other objects whatsoever whether solicited or unsolicited, or to arrange for such required clearances by other persons should a member or members be absent for any reason whatsoever for any period exceeding twenty four (24) hours, notwithstanding that this requirement may be waived entirely by the Owners Corporation provided that any such waiver is obtained from the Owners Corporation in writing not less than seven (7) days prior to the date or dates for which the waiver is required.

34.3 A proprietor or occupier of a lot must not have any newspaper delivered or arrange for delivery of any newspaper, unless such delivery is approved and agreed to by the Owners Corporation.

35. COMPLIANCE

35.1 Any breach of a rule or regulation will entitle the Owners Corporation to impose such fine or penalty as they deem appropriate from time to time and as is advised to proprietors and occupiers.

35.2 The proprietor or occupier of a lot shall on demand compensate the Owners Corporation in full in respect of any damage to the common property or property of the Owners Corporation caused by that proprietor or occupier or their respective tenants, licensees or invitees.

36. COMMITTEE

The Owners Corporation may from time to time appoint not less than five (5) and not more than twelve (12) unrelated members to form an Owners Corporation committee. The committee shall be vested with all powers to act and make decisions of behalf of the Owners Corporation as though those decisions had been made by the Owners Corporation members as a whole. The committee must be re-appointed/elected every twelve months at the Annual General Meeting. If the meeting is delayed the current committee may continue to act until such time as the Annual General Meeting is held (provided that the committee are not preventing the Annual General Meeting from occurring).

The quorum for a committee meeting is not less than half (50%) by number of members who shall elect a chairman who shall have a second and casting vote in the event of a deadlock only. The committee must act in accordance with the requirements and directions of the Owners Corporation from time to time.

37. CHANGING A RULE

The Owners Corporation Act 2006 requires seventy-five percent (75%) of members to vote for the approval to change or amend any rule.

38. RUBBISH DISPOSAL

38.1 The occupier of a lot must not leave rubbish or other materials on the common property in a way or place likely to interfere with the enjoyment of the common property by someone else.

38.2 The occupier of a lot may only dispose of rubbish in ways approved by or specified by the Owners Corporation.

38.3 The occupier of a lot must:

- (a) comply with all laws about disposal of rubbish; and
- (b) ensure that the health, hygiene and comfort of the occupiers of other lots is not adversely affected when disposing of rubbish; and
- (c) have all discarded building materials or waste from renovations or furniture or fittings disposed of professionally.

38.4 The owner or occupier of a lot must not:

- (a) dispose of glass, ceramics or other brittle material via the floor rubbish chute; or
- (b) dispose of discarded building materials or waste from any renovations or furniture or fittings in the Owners Corporation skip or otherwise in the rubbish of the scheme; or
- (c) dispose of animal waste via the floor rubbish chute. Such waste must be securely wrapped to prevent spillage and odours and manually placed in the rubbish bins of the scheme.



ABN 21 762 977 945

LAND INFORMATION CERTIFICATE
(Section 229 LGA 1989)
AND
VALUATION CERTIFICATE
(Section 13DJ VLA 1960)

Certificate No: 689/2014
Assess No: 659282
Issue Date: 10 Sep 2014

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

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

SAI GLOBAL PROPERTY DIVISION PTY LTD
PO BOX 5420
SYDNEY NSW 2001

Your Ref: 23763335:41749956:4324

<u>Property</u>	<u>Title Details</u>
1005/83 Queens Road, MELBOURNE VIC 3004	10890 774 Lot 1005 PS 500673J

Level of Valuation Date: 1 Jan 2014

Valuation Effective Date: 01 Jul 2014

Site Value	Capital Improved Value	Net Annual Value
\$50,000	\$460,000	\$23,000

1 July 2014 to 30 June 2015

Levy for Year Ending 30 June 2015 – Due 15 Feb 2015		
General Rate	\$	936.25
Fire Services Property Levy	\$	131.90
Special Rate (if applicable)	\$	0.00
Waste Bin Charge (if applicable)	\$	0.00
Arrears and Additional Charges/Adjustments		
Arrears: Inc. General Rate, Interest, Legal Costs & Special Rate (if applicable) to 30 Jun 2014	\$	0.00
Current Interest (2014/2015)	\$	0.00
Current Legal Charges (2014/2015)	\$	0.00
Less Rates and Payments		
Rebates (inc. \$50 Fire Services Property Levy Rebate, if eligible)	\$	0.00
Payments (subject to clearance)	\$	0.00
Refunds	\$	0.00
TOTAL DUE	\$	1,068.15

PLEASE NOTE: Any rates not paid by the due date will be subject to interest charges and / or legal action without further notice. Interest will accrue on overdue rates at a rate of 11.5%.

PLEASE NOTE: That Owners or Occupiers of this property are not entitled to receive Resident or Visitor Parking Permits in any City of Port Phillip Parking Permit Scheme as the property is subject to Council's 'No Parking Permit' Policy. Contact the Senior Traffic Engineer on ☎ 03 9209 6445 to provide further clarification if required.

Cnr Carlisle St & Brighton Rd, St Kilda Victoria 3182
Private Bag No 3, PO St Kilda Victoria 3182
DX 35706 Balaclava Phone (03) 9209 6777 Facsimile (03) 9536 2770



ABN 21 762 977 945

LAND INFORMATION CERTIFICATE
(Section 229 LGA 1989)
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(Section 13DJ VLA 1960)

Certificate No: 689/2014
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Specified Flood Level

There has been no specified flood level recorded for this property pursuant to the provisions of Section 229 of the *Local Government Act 1989*. Please note that this does not infer that the building or land is not in an area that is subject to flooding pursuant to Regulation 802 & 806 of the *Building Regulations 2006*.

Designated Flood Level/ Land Liable to Flooding

A Certificate issued pursuant to Regulation 326(2) of the *Building Regulations 2006* may be obtained from Councils Building Department. This Certificate will advise if the building or land is in an area that is liable to flooding within the meaning of Regulation 802 or is in an area of designated land or works within the meaning of Regulation 806 of the *Building Regulations 2006*. For further information contact the City of Port Phillip Building Department on ☎ (03) 9209 6253.

Notices and Orders

The following notices and orders on the land with continuing application under the Local Government Act 1958, Local Government Act 1989 or under a Local Law or By-Law of the Council:

No Notices/Orders Applicable

Cultural and Recreation Lands Act 1963

The potential liability for rates under the Cultural and Recreational Land Act 1963

Total Liability:

\$ NIL

Moneys owed under section 227 of the Local Government Act 1989 and for works under the Local Government Act 1958, Section 18 of the Subdivision Act 1988

Total Money Owed:

\$ NIL

Potential Liability for Land to become Rateable under section 173 or 174A of the Local Government Act 1989

Total Liability:

\$ NIL

Private Street scheme under the provisions of section 163 (7) of the Local Government Act 1989

The subject property has not been subject to a Private Street Scheme.

Disclaimer

After the issue of this certificate, Council may be prepared to provide up-to-date verbal information to the applicant about matters disclosed in this certificate, but if it does so, Council accepts no responsibility whatsoever for the accuracy of the verbal information given and no employee of the Council is authorised to bind Council by the giving of such verbal information.

Council will require a new certificate to be applied for at the expiry of 3 Months after the date of this Land Information Certificate.

This Certificate expires three (3) months from the date of issue.

For further information contact: ☎ (03) 9209 6777

CHIEF FINANCIAL OFFICER
City of Port Phillip

Your Ref: 23763335:41749959:4325
Enquiries to Building: (03) 9209 6253
Building Regulations 2006: Part 3 – Building Permits 326(1)



ABN 21 762 977 945

10 September 2014

SAI GLOBAL PROPERTY DIVISION PTY LTD
PO BOX 5420
SYDNEY NSW 2001

Dear Sir/Madam,

RE: Building Information Details for 1005/83 Queens Road, MELBOURNE VIC 3004

I refer to your property enquiry concerning the above property and advise that the following permits have been issued to the property:

B/2562/2001/3	10-Oct-2003	Building Permit	New Apartment Building Stage 5: Perimeter Wall, Temp Supports to Building, Permanent Columns, Slabs(Grnd, B1, B2 & B3) bp BS 1566 002946/5
	20-Dec-2005	Final Inspection	Approved
	27-Jun-2006	Final Inspection	Approved
	20-Sep-2011	Final Inspection	Approved
	01-Feb-2006	Certificate Of Occupancy	
	22-Jun-2006	Certificate Of Occupancy	
	07-Sep-2006	Certificate Of Occupancy	
	19-Dec-2006	Certificate Of Occupancy	
	21-Dec-2006	Certificate Of Occupancy	
	07-Nov-2011	Certificate Of Occupancy	
B/2562/2001/4	21-Apr-2004	Building Permit	New Apartment Building Stage 6: Structural Works Ground to Level 4 inclusive bp BS 1566 002946/6
	20-Dec-2005	Final Inspection	Approved
	02-Jun-2006	Final Inspection	Approved
	27-Jun-2006	Final Inspection	Approved
	20-Sep-2011	Final Inspection	Approved
	21-Dec-2006	Certificate Of Final Inspection	
	01-Feb-2006	Certificate Of Occupancy	
	22-Jun-2006	Certificate Of Occupancy	
	28-Jul-2006	Certificate Of Occupancy	
	19-Dec-2006	Certificate Of Occupancy	
	21-Dec-2006	Certificate Of Occupancy	
	07-Nov-2011	Certificate Of Occupancy	

B/2562/2001/5	05-Jul-2005	Building Permit	New Apartment Building Stage 7: Remainder of Work excluding Ground & Basement Fire Services bp BS 1566 002946/7
	20-Dec-2005	Final Inspection	Approved
	02-Jun-2006	Final Inspection	Approved
	27-Jun-2006	Final Inspection	Approved
	06-Dec-2006	Final Inspection	Approved
	19-Dec-2006	Final Inspection	Approved
	19-Dec-2006	Final Inspection	Approved
	20-Sep-2011	Final Inspection	Approved
	21-Dec-2006	Certificate Of Final Inspection	
	01-Feb-2006	Certificate Of Occupancy	
	22-Jun-2006	Certificate Of Occupancy	
	28-Jul-2006	Certificate Of Occupancy	
	19-Dec-2006	Certificate Of Occupancy	
	21-Dec-2006	Certificate Of Occupancy	
	07-Nov-2011	Certificate Of Occupancy	
B/494/2008	15-Apr-2008	Building Permit	Pool Fence Installation bp BS28992.006471 Stage 0
	17-Apr-2008	Final Inspection	Approved
	24-Apr-2008	Certificate Of Final Inspection	
B/832/2009	15-Oct-2009	Building Permit	Additions to a building Internal refurbishment & upgrade works bp BS 28992.007307.0
	22-Dec-2009	Final Inspection	Approved
	22-Dec-2009	Certificate Of Occupancy	

There are no outstanding building notices or orders for this property.

For enquiries please contact the **Building Helpdesk on (03) 9209 6253**.

For copies of plans and documents please contact the **Building Records Officer on (03) 9209 6242** (please note application charges apply).

Yours faithfully,



Steven Baxas
Municipal Building Surveyor

Note:

1. A Certificate of Occupancy is issued for the following building construction:
 - a) New Buildings
 - b) Total refurbishment's associated with a change of use of the building and where extensive alterations and additions have been carried out.
2. A Certificate of Occupancy is not issued for:
 - a) Minor alterations and additions and Tenancy fit outs.



Development Permits

Information Pack

City of Port Phillip
Private Bag No 3 | St Kilda Victoria 3182

ph | (03) 9209 6216

fax | (03) 9536 2745

email | devpermits@portphillip.vic.gov.au



The following are Development Permits issued by the City of Port Phillip:

- ▶ Asset Protection
- ▶ Mobile Crane
- ▶ Out of Hours
- ▶ Real Estate Pointer Board
- ▶ Recycled Clothing Bin
- ▶ Road/Lane Closure
- ▶ Road Opening
- ▶ Significant Tree
- ▶ Skip Bin
- ▶ Street Occupation/Hoarding
- ▶ Vehicle Crossing (Driveway)
- ▶ Work Zone (Parking)

All application forms can be downloaded from the City of Port Phillip web site at:

www.portphillip.vic.gov.au/permits/licences

Please note that for all applications, no assessment will be undertaken unless all necessary supporting information, documentation and application fees are provided. Permits will not be issued until all fees and charges are paid in full.

Asset Protection Permit

Community Amenities Local Law No.3 Clause 20

Fees and charges

- **\$175.00 permit fee +**
- **Price On Application security bond**

When is an Asset Protection permit required?

An Asset Protection Permit aids Council in ensuring public assets and infrastructure are not damaged as a result of building work (including demolition work) being carried out. The permit also protects the applicant against paying for damage that may have existed prior to starting their building work.

A builder must:

(a) obtain an Asset Protection Permit before carrying out the building work or allowing the building work to be carried out on that land; and

(b) not carry out or allow to be carried out building work on that land unless an Asset Protection permit has been obtained.

Applying for an Asset Protection permit

Once Council has received notification from your building surveyor of intended building and/or demolition works, a letter with an application will be sent to the property owner notifying of the requirement to obtain an Asset Protection Permit prior to commencing the intended works.

Upon application, Council's Asset Protection Officer will undertake an inspection of the area surrounding the property within 7-10 working days of the application. The application will then be processed and the permit will be issued upon payment of the application fee and security bond.

The applicant is required to:

- ▶ provide a copy of current Public Liability Insurance;
- ▶ complete the application form; and
- ▶ pay the permit fee and security bond.

The application fee and security bond must be paid upon application otherwise the application will not be accepted.

What does the permit cost?

The applicant will be required, to pay a non-refundable permit fee of \$175.00. This fee is required to meet the costs of administration and inspections associated with the permit.

A security bond is also required in addition to the permit fees. The bond amount will be determined after a site inspection but is typically between \$1,500.00 to \$5,000 for typical building works to single dwellings on a residential lot. The security bond amount for building works involving house removals, multiple dwellings, commercial or industrial developments will be determined based on the scope of works and based on the likely costs of repairing potential damage to public assets arising from the building work. The security bond will be refunded at the end of the building work to the permit holder provided there has not been any damage to Community assets as a result of the building works.

Please note:

1. **Council's assets must not be damaged by the building works. Any damage may result in fines to the permit holder and/or builder.**
2. **Council reserves the right to undertake all rectification works for damage to Council's assets and will deduct these costs from the security bond. Council will seek to recover**



any further costs if the bond does not cover the rectification costs.

3. *If building works commence without an Asset Protection permit, infringement notices may be issued to the property owner and/or builder for failing to comply with the Council's Local Law. In this situation, Council will assume that there was no existing damage to public assets prior to the commencement of the building works.*
4. *Any damage to Council's assets by Service Authorities will be the owner's permit holders responsibility.*
5. *A minimum of three days notice is required for all inspections.*

At the completion of all building and associated works the applicant will be required to submit in writing requesting Council to undertake a final inspection. Council will then inform you in writing of the outcome of this inspection.

Are there any other permits required?

On most occasions during building works, you may require to utilise Council's surrounding assets to work from or for the placement or storage of material or equipment. If so you may be required to apply for permit approval from Council's Development Permits Department. These permits may include: Skip Bins, Street Occupation, Mobile Crane/Concrete Pump, Road Openings, Temporary/Permanent Vehicle Crossing, Work Zone, Road Closure and/or Out of Hours Permit.

Mobile Crane Permit

Community Amenity Local Law No.3 Clause 11

Fees and charges

- **\$75.00 application fee +**
- **\$85.00 permit fee +**
- **\$210.00 per day**

When is a Mobile Crane permit required?

A Mobile Crane permit must be obtained to operate a crane or large mobile machinery on a road or Council land. Large machinery includes but is not limited to equipment such as concrete pumps, large boom lifts, cherry pickers and travel towers.

Applying for a Mobile Crane permit

The applicant is required to:

- ▶ provide a copy of current Public Liability Insurance;
- ▶ provide a copy of a Memorandum of Consent from the Coordinating Road Authority, if applicable;
- ▶ provide a Traffic Management Plan showing all safety measures for the management of traffic and pedestrian safety, dimensions, and any other obstructions;
- ▶ provide written advice to affected Businesses, Residents, and Public Transport Providers;
- ▶ complete an application form; and
- ▶ pay the application fee of \$75.00.

How long will an application take to assess?

Applications take 5 business days to assess provided no further information or changes are required. Works must not commence without a permit.

Payment

Application fees must be paid upon application otherwise the application will not be accepted. If the assessment of the application determines that it is appropriate to issue a permit, all remaining permit fees and charges must be paid prior to the permit being issued.

Out of Hours Permit

Community Amenity Local Law No.3 Clause 24

Fees and charges

- **\$75.00 application fee +**
- **\$290.00 permit fee (per day)**

When is an Out of Hours permit required?

A builder must not carry out building works on a building site unless the works are only carried out between the hours of:

- (a) 7.00am to 6.00pm Monday to Friday;
- (b) 9.00am to 3.00pm Saturday.

An Out of Hours permit must be obtained to carry out works during any period outside of the above mentioned hours.

Please note:

1. **Where the Council has granted a permit for the out of hours work, the builder must provide 2 business days written advice to the occupiers of all adjoining properties prior to commencement of the specified work. Please be mindful of the community in the**



area that you carry out your works; these extended hours are a privilege and joint cooperation between yourself and residents is always necessary.

2. The penalty for not adhering to the permit times may result in a \$1,000 on the spot fine.
3. Out of Hours permits cannot be issued for public holidays.
4. The permit is subject to the time and circumstances in which the works will be carried out. This also includes the likely volume, intensity and duration of the noise levels that will be emitted by the proposed works.
5. Out of hours work must be accompanied by a Building Development permit for works that include Concrete Pumps, Mobile Cranes, Traffic Management, Skip Bins, Road Openings and Closures etc.
6. Failure to obtain a permit and comply with the conditions therein may result in a \$1,000 fine being issued.
7. The permit does not override the requirements of the Environment Protection Act regulations and penalties, which continue to apply. Noise outside the requirements of the Environment Protection Act Schedule is not authorised under this permit.
8. Only the works specified on the permit are allowed to be undertaken during the permitted times.

Applying for an Out of Hours permit

The applicant is required to:

- ▶ provide a written advice to affected Businesses, Residents, and Public Transport Providers at least 48 hours prior to works commencing; and
- ▶ complete an application form; and
- ▶ pay the application fee of \$75.00 and relevant permit fee.

How long will an application take to assess?

Applications take 5 business days to assess provided no further information or changes are required. Works must not commence without a permit.

Payment

Application fees must be paid upon application otherwise the application will not be accepted. If the assessment of the application determines that it is appropriate to issue a permit, all remaining permit fees and charges must be paid prior to the permit being issued.

Real Estate Pointer Board Permit

Community Amenity Local Law No.3 Clause 8

Fees and charges

- \$65.00 application fee +
- \$520.00 permit fee per annum

When is a Real Estate Pointer Board permit required?

A permit is required to place an advertising sign on: (a) a road, road related area or Council land; (b) an area designated by the Council; or (c) any other location likely to interfere with the vision of a pedestrian or driver.

An advertising sign refers to any placard, sign, pointer board, notice, poster, mobile billboard, banner or other similar device whether portable or affixed or attached to any land, building or vehicle, which is used for the purpose of:

1. soliciting sales;
2. notifying the presence or location of a property where goods or services may be obtained; or
3. notifying an event or competition, including a community or recreational event – but does not include an advertising sign which has been permitted under the Footpath Local Law No. 7 or which requires and has been granted a permit under the Council's planning scheme.

Only one permit is required per real estate agency office.

Please note:

1. Where an advertising sign is proposed on land or fixtures that is not Council land, the permission of the owner must be obtained and evidence of that permission must be produced to an authorised officer when requested to do so.
2. The requirement to obtain a permit under Local Law No.3 for an advertising sign applies where a permit is not required under the Footpath Activities Local Law No.7.
3. Advertising signs promoting auctions, sales or open house viewing may only be placed on roads on Council land on the day of the event.
4. The size of the advertising sign must not be greater than one metre in height or 70 centimetres wide.



5. The advertising sign must be removed within two hours of the conclusion of the auction/sale or open house viewing.
6. The advertising sign must not be located on median strips, roundabouts or similar structure of works forming part of the road.

Applying for a Real Estate Pointer Board permit

The applicant is required to:

- ▶ provide a copy of current Public Liability Insurance;
- ▶ complete an application form; and
- ▶ pay the application fee of \$75.00 and permit fee of \$520.00.

How long will an application take to assess?

Applications take 5 business days to assess provided no further information or changes are required. A permit must be obtained before the placement of any real estate pointer boards on a road or Council land.

Payment

Application fees must be paid upon application otherwise the application will not be accepted. If the assessment of the application determines that it is appropriate to issue a permit, all remaining permit fees and charges must be paid prior to the permit being issued.

Recycled Clothing Bin Permit

Community Amenity Local Law No.3 Clause 21

Fees and charges

- \$65.00 application fee +
- \$50.00 permit fee per bin per annum

When is a Recycled Clothing Bin permit required?

A Recycled Clothing permit is required to place a clothing recycling bin on any land in the municipal district to which members of the public have access.

Please note, in applying for a permit or renewal of a permit, the applicant must:

1. have Public Liability Insurance of \$10,000,000 and must provide Council with a current insurance certificate of currency;
2. specify the type, design, construction colour or finish of any bin used for the collection of clothing;

3. provide the time, nature, location and frequency of the proposed frequency;
4. where the proposed bin is to be located on private property provide consent in writing from the owner of such property;
5. confirm that the site: (i) is in an approved location, being in a car park or on private property or that exceptional circumstances apply; (ii) has parking availability in close proximity without any loss of parking; and (iii) is visible and well lit, while not likely to cause an obstruction or amenity; and
6. submit information that they are a charitable organisation within the meaning of the Taxation Act and the Fundraising Appeals Act.

Applying for a Recycled Clothing Bin permit

The applicant is required to:

- ▶ provide a copy of current Public Liability Insurance;
- ▶ provide a relevant site plan/drawing showing the location of the bin;
- ▶ complete the application form; and
- ▶ pay the application fee of \$65.00 and permit fees of \$50.00 per annum.

How long will an application take to assess?

Applications take 3 business days to assess provided no further information or changes are required. Works must not commence without a permit.

Payment

Application fees must be paid upon application otherwise the application will not be accepted. If the assessment of the application determines that it is appropriate to issue a permit, all remaining permit fees and charges must be paid prior to the permit being issued.

Road/Lane Closure Permit

Community Amenity Local Law No.3 Clause 11

Fees and charges

- \$75.00 application fee +
- \$165.00 permit fee (per day) / \$95.00 permit fee (per day) with a Road Opening permit



When is a Road/Lane Closure permit required?

A Road/Lane Closure permit is required to temporarily close a road or lane on Council land.

Applying for a Road/Lane Closure permit

The applicant is required to:

- ▶ provide a copy of current Public Liability Insurance;
- ▶ provide a copy of a Memorandum of Consent from the Coordinating Road Authority, if applicable;
- ▶ provide a relevant Traffic Management Plan showing all safety measures for the management of pedestrian safety, dimensions, and any obstructions;
- ▶ provide written advice to affected Businesses, Residents, and Public Transport Providers at least 48 hours prior to works commencing;
- ▶ advise Police, Fire Brigade and Ambulance of the closure;
- ▶ complete an application form; and
- ▶ pay the application fee of \$75.00.

How long will an application take to assess?

Applications take 5 business days to assess provided no further information or changes are required. Works must not commence without a permit.

Payment

Application fees must be paid upon application otherwise the application will not be accepted. If the assessment of the application determines that it is appropriate to issue a permit, all remaining permit fees and charges must be paid prior to the permit being issued.

Road Opening Permit

Community Amenities Local Law No.3 Clause 11

Fees and charges

- \$75.00 application fee +
- \$95.00 permit fee +
- \$550.00 deposit (area of up to 5 square metres)

When is a Road Opening permit required?

A Road Opening permit must be obtained before any opening (i.e. excavation) can be performed on Council land, i.e. roads, footpaths, nature strips, or

reserves. Common reasons for a Road Opening permit include: water tapplings; storm water connections; water main construction; and sewer main construction.

Applying for a Road Opening permit

The applicant is required to:

- ▶ contact Melbourne One, phone: 1100, before commencing any work, to ensure that no underground services are damaged;
- ▶ provide a copy of current Public Liability Insurance;
- ▶ provide a copy of a Memorandum of Consent from the Coordinating Road Authority, if applicable;
- ▶ obtain a Legal Point of Discharge, if applicable;
- ▶ provide a relevant Traffic Management Plan showing all safety measures for the management of pedestrian safety, dimensions, and any obstructions, if applicable;
- ▶ provide a relevant site plan/drawing;
- ▶ complete an application form; and
- ▶ pay the application fee of \$75.00, permit fee of \$95.00, and deposit of \$550.00.

If the opening is in the road surface, a Traffic Management Plan must be submitted and a Road Closure permit must also be obtained.

Additionally, a Legal Point of Discharge must be obtained before a permit for Stormwater drainage works can be issued. Please contact Building solutions on (03) 9209 6253 to apply.

Request for Reinstatement of Road Opening

At the completion of road opening works, the applicant must notify Council within 24 hours by completing a Request for Reinstatement of Road Opening form.

Any excavation must be reinstated to Council requirements. Should any further work be undertaken by Council to bring the temporary reinstatement up to Council's standards, the cost will be deducted from the security deposit.

Any opening within the City of Port Phillip must be backfilled with crushed rock, compacted and finished cold mix (pre-mix).

Should the applicant request that the reinstatement be undertaken by Council, the work will be inspected and final reinstatement will be undertaken within 28 days of receipt of the Request for



Reinstatement of Road Opening form. If applicable, any refund or invoice will be issued within 14 days of completion.

When will my security deposit be reimbursed?

The security deposit will be refunded on the completion of reinstatement provided that there has not been any damage to Community assets.

Should reinstatement be undertaken by Council, if applicable, any refund or invoice will be issued on completion of reinstatement.

How long will an application take to assess?

Applications take 5 business days to assess provided no further information or changes are required. Works must not commence without a permit.

Payment

Application fees must be paid upon application otherwise the application will not be accepted. If the assessment of the application determines that it is appropriate to issue a permit, all remaining permit fees and charges must be paid prior to the permit being issued.

Significant Tree Permit

Community Amenity Local Law No.3 Clause 38

Fees and charges

- \$60.00 application fee +
- \$45.00 permit fee

When is a Significant Tree permit required?

Under the Community Amenity Local Law No. 3, a Significant Tree is defined as: (a) a tree on private land with a trunk circumference greater than 1.5 metres when measured 1 metre from its base; or (b) a multi-stemmed tree on private land where the circumference of its exterior stems equals or is greater than 1.5 metres when measured 1 metre from its base.

If you want to remove a significant tree or to cut, trim, prune or anything else which may result in the health of the significant tree being compromised, a permit from council must be obtained.

Applying for a Significant Tree permit

The applicant is required to:

- ▶ provide a copy of an Arborist's Report, if applicable;
- ▶ provide a relevant site plan/drawing;
- ▶ provide a copy of written consent from the Body Corporate Manager or Committee of Management, if applicable;
- ▶ complete an application form; and
- ▶ pay the application fee of \$60.00.

How long will an application take to assess?

Applications take 10 business days to assess provided no further information or changes are required. Works must not commence without a permit.

Payment

Application fees must be paid upon application otherwise the application will not be accepted. If the assessment of the application determines that it is appropriate to issue a permit, all remaining permit fees and charges must be paid prior to the permit being issued.

Skip Bin Permit

Community Amenity Local Law No.3 Clause 15

Fees and charges

- \$20.00 application fee +
- \$11.00 permit fee (per day) / \$65.00 permit fee (per week - 7 days)

When is a Skip Bin permit required?

A Skip Bin permit must be obtained before the placement of a bulk rubbish container on a road or Council land. The Skip Bin company, not the person hiring the bin, applies for the permit.

Please note:

- Skip Bins must be placed on the road/laneway in a legal car park, not on the nature strip, driveway or footpath.
- There must be no obstruction to traffic.
- If the bin is to be placed overnight, the bin supplier must provide adequate lighting on the bin for traffic and pedestrian safety.
- Public safety must be maintained at all time.;
- All costs for any damage caused by the placing or removing of the container shall be



borne by the permit holder and restoration must be to Council's standards.

- The applicant shall produce evidence, on request, of Public Liability Insurance against claims to a minimum value of \$10,000,000.
- The container shall be placed along the street frontage of the property to be serviced, unless written confirmation is received from adjacent property owners, that they do not object.
- The container must be placed in the parking lane, within parking bays (if marked), on the road pavement, and be kept clear of the footpath, nature strips, landscaped areas and through traffic lanes.
- The container shall not be placed in any areas where standing or parking is prohibited. An allowance of three metres is required to the opposite kerb. Laneways must not be obstructed.
- Flashing orange lights and/or reflective tape shall be fitted on the corner of the container nearest to traffic, during the hours from sunset to sunrise.
- The material kept in the container must not rot or cause offensive odours.
- The container is not to remain on major arterial roadways or residential streets, in excess of two days unless prior arrangement is made with Council.

Applying for a Skip Bin permit

The applicant is required to:

- provide a copy of current Public Liability Insurance; and
- complete an application form.

How long will an application take to process?

Applications take 2 business days to process.

Payment

All fees and charges will be invoiced monthly and payment is due within 10 calendar days.

Street Occupation/Hoarding Permit

Community Amenities Local Law No.3 Clause 11

Fees and charges

- \$75.00 application fee +
- \$90.00 permit fee +

- \$10.00 per square metre, per week / \$6.00 per square metre, per week for overhead gantry

When is a Street Occupation permit required?

A Street Occupation permit must be obtained for the placement or storage of material or equipment on any road, footpath or nature strip within Council land. Materials include building materials such as pallets, timber, piles of sand etc. At least 1.5 metres of footpath must be kept clear for pedestrians and the area used must be securely barricaded for public safety. This permit also covers scaffold and machinery, such as travel towers, scissor lifts, and cherry pickers.

Applying for a Street Occupation permit

The applicant is required to:

- provide a copy of current Public Liability Insurance;
- confirm whether the application is in connection with a Building permit. If it is a Report and Consent pursuant to reg 604(4) of the Building Act must first be obtained from the City of Port Phillip Building Department;
- provide a relevant site plan/drawing;
- complete the application form; and
- pay the application fee of \$75.00.

A Street Occupation application will not be accepted if a Report & Consent is required for the related building works and has not been obtained. Please contact the Building Department on (03) 9209 6253 if you require a report and consent.

How long will an application take to assess?

Applications take 5 business days to assess provided no further information or changes are required. No occupation of Council land is permitted without first gaining a street occupation permit.

Payment

Application fees must be paid upon application otherwise the application will not be accepted. If the assessment of the application determines that it is appropriate to issue a permit, all remaining permit fees and charges must be paid prior to the permit being issued.



Vehicle Crossing (Driveway) Permit

Community Amenities Local Law No.3 Clause 11

Fees and charges

- \$75.00 application fee +
- \$140.00 permit fee +
- Applicable costs for alterations to public assets or infrastructure

When is a Vehicle Crossing permit required?

A Vehicle Crossing permit must be obtained for the installation of new vehicle crossovers, temporary vehicle crossovers or repairs/alterations to existing vehicle crossovers. Several issues are considered before a permit can be issued, such as whether the property is in a heritage area, impacts on services, infrastructure and public assets, safety impacts on pedestrians, road users and the public, and on street parking availability and demand for the area. All application sites are inspected and referred to the Planning, Traffic Management and infrastructure departments for assessment before a permit can be approved.

Applying for a Vehicle Crossing permit

The applicant is required to:

- ▶ refer to the CoPP Vehicle Crossing Design Guidelines, Vehicle Crossing Specifications, and Standard Drawings (copies can be obtained from the City of Port Phillip web site: http://www.portphillip.vic.gov.au/vehicle_crossing_permit);
- ▶ provide a copy of current Public Liability Insurance;
- ▶ provide a detailed site plan/drawing of the site of construction, showing: all physical constraints, dimensions of the frontage of the property including the proposed location of the crossover; and levels to AHD;
- ▶ complete an application form; and
- ▶ pay the application fee of \$75.00.

Should the permit be issued, the installation of the crossover is at the property owner's expense. Additionally the cost of any required alterations to public assets or infrastructure such as street signs, parking metres or road line-markings, as a result of the crossover will be added to the cost of the permit.

How long will an application take to assess?

Applications take 15 business days to assess provided no further information or changes are required. Works must not commence without a permit.

Payment

Application fees must be paid upon application otherwise the application will not be accepted. If the assessment of the application determines that it is appropriate to issue a permit, all remaining permit fees and charges must be paid prior to the permit being issued.

Work Zone (Parking) Permit

Community Amenities Local Law No.3 Clause 11

Fees and charges

- \$960.00 – 3 months or less permit
- \$1,720.00 – 6 month permit
- \$2,250.00 – 9 month permit
- \$2,800.00 – 12 month permit
- Extensions: \$640.00 per month
- Additional parking bays, in excess of standard four bays: \$190.00 per bay per month

When is a Work Zone permit required?

A Work Zone permit is issued to provide dedicated parking for workers' vehicles during the construction period. The permit allows for the use of four parking bays or 24 metres of road (whichever is the lesser) to be used for construction vehicles to park. Work zones must be located in front of the building site.

Work zone signage will take approximately two weeks to install once a permit is issued.

Please note:

1. The following hours of operation apply: 7.00am to 5.00pm, Monday to Saturday. All clearway restrictions are overriding.
2. Vehicles parked in Work Zones not displaying the permit are liable for parking fines.
3. Payment must be made prior to any sign installation.
4. Where a Work Zone is installed in existing paid parking areas, an additional cost equivalent to a cumulative total to the



maximum fee charged per day for the period of the installation will be required.

- 5. A separate permit is required for the placement of bins or other construction equipment on public land.**
- 6. Permit is not effective until signage is installed.**

Applying for a Work Zone permit

The applicant is required to:

- ▶ provide a site plan/drawing clearly showing the size of the Work Zone (i.e. number of parking bays required) and the location of the Work Zone;
- ▶ provide a copy of a letter of consent from the adjacent property owners stating that they do not object to the Work Zone in front of their property;
- ▶ complete an application form; and
- ▶ pay the relevant permit fee and any additional parking bay charges.

How long will an application take to assess?

Applications take 5 business days to assess provided no further information or changes are required.

Payment

If the assessment of the application determines that it is appropriate to issue a permit, all permit fees and charges must be paid prior to the permit being issued.

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

authority@property.saiglobal.com
E-mail:
authority@property.saiglobal.com

Statement for property:
UNIT 1005 LOT 1005 83 QUEENS
ROAD MELBOURNE 3004

REFERENCE NO.
10A/03730/00351

YOUR REFERENCE
23833786:41848996

DATE OF ISSUE
15 SEPTEMBER 2014

CASE NUMBER
22937641

1. Statement of Fees Imposed

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/07/2014 to 30/06/2015	\$70.62
Melbourne Water Corporation Total Service Charges	01/07/2014 to 30/09/2014	\$23.25

(b) By South East Water

Water Service Charge	01/07/2014 to 30/09/2014	\$27.19
Sewerage Service Charge	01/07/2014 to 30/09/2014	\$95.90
Subtotal Service Charges		<u>\$216.96</u>
Payments		\$216.96
TOTAL UNPAID BALANCE		\$0.00

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/b2bportal/account/login>

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

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

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

- The total annual service fees and volumetric fees for water usage and sewerage disposal for each class of property are set out at www.southeastwater.com.au.

AUTHORISED OFFICER:



HAMISH REID
GENERAL MANAGER
CUSTOMER AND BUSINESS FUTURES

South East Water
Information Statement Applications
Locked Bag 1, Moorabbin, VIC 3189
<https://apps.southeastwater.com.au/ice>

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

2. Encumbrance Summary

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

To assist in identifying if the property is connected to South East Water's sewerage system, by a shared, combined or encroaching drain, request a copy of the Property Sewerage Plan. A copy of the Property Sewerage Plan may be obtained for a fee by phoning 9552 3770 or at www.southeastwater.com.au

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

ENCUMBRANCE ENQUIRY EMAIL infostatements@sew.com.au

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

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

Important Warnings

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

AUTHORISED OFFICER:



HAMISH REID
GENERAL MANAGER
CUSTOMER AND BUSINESS FUTURES

South East Water
Information Statement Applications
Locked Bag 1, Moorabbin, VIC 3189
<https://apps.southeastwater.com.au/ice>

INFORMATION STATEMENT

STATEMENT UNDER SECTION 158, WATER ACT 1989

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

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

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

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

3. Disclaimer

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

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

AUTHORISED OFFICER:

A handwritten signature in dark ink, appearing to read "Hamish Reid".

HAMISH REID
GENERAL MANAGER
CUSTOMER AND BUSINESS FUTURES

South East Water
Information Statement Applications

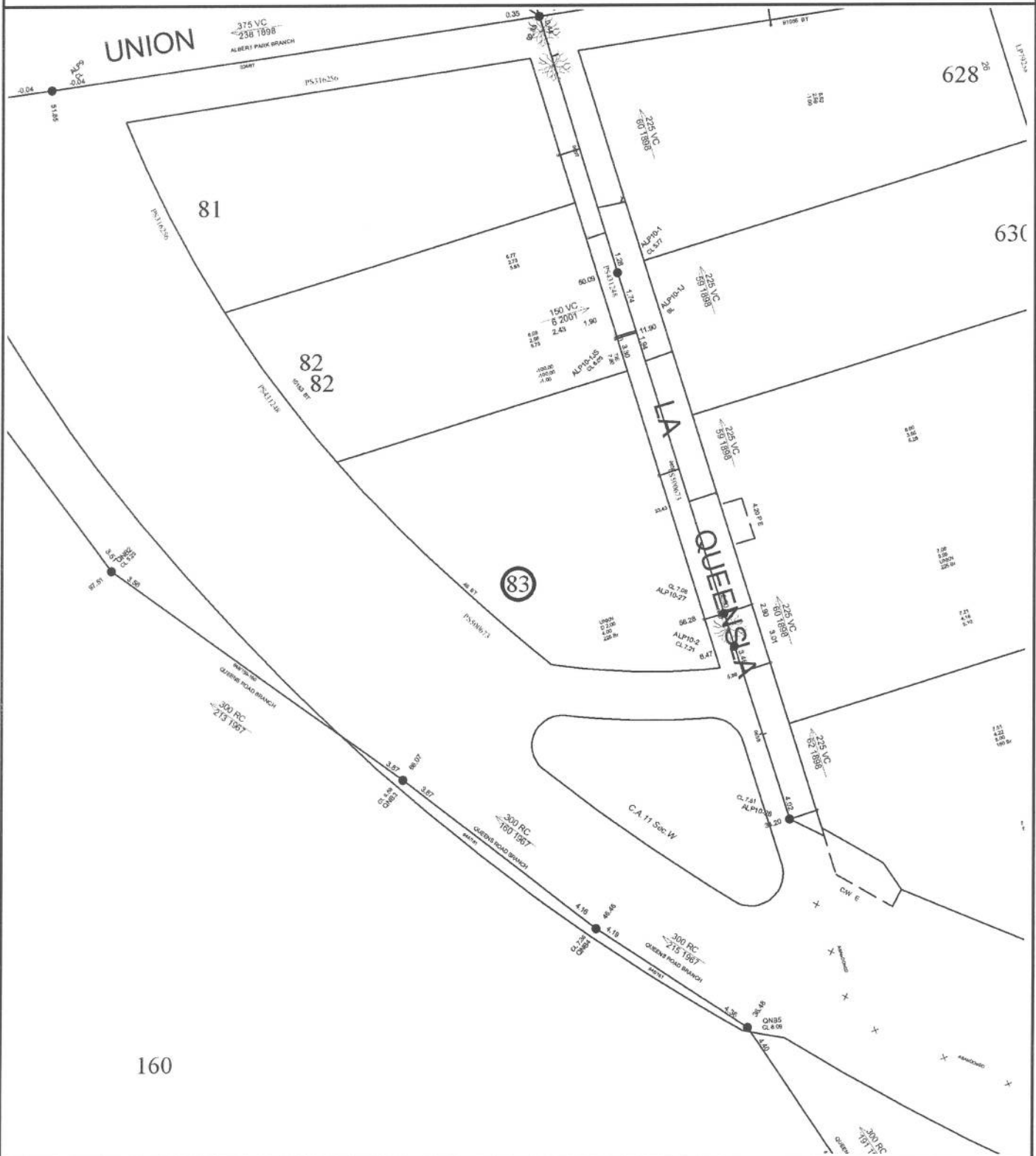
Locked Bag 1, Moorabbin, VIC 3189
<https://apps.southeastwater.com.au/ice>



Case Number: 22937641



Date: 15 SEPTEMBER 2014



WARNING: This plan is issued solely for the purpose of assisting you in identifying South East Water's specified assets through further investigation only. It is not to be used for any other purpose, including to identify any other assets, property boundaries or dimensions. Accordingly, the location of all assets should be proven by hand on site prior to the commencement of any work. (Refer to attached letter for further details).

LEGEND

—	Title/Road Boundary		Subject Property	●	Maintenance Hole
- - - - -	Proposed Title/Road	—	Sewer Main	■	Inspection Shaft
- - - - -	Easement	← 225 VC 280 MOR	Direction of Flow	< 1.0 >	Offset from Boundary



CERTIFICATE No: 23763335 DATE: 12/09/2014

ROADS CERTIFICATE

Client: Oboodi Barristers & Solicitors Pty Ltd
 Suite 9 10-12 Prospect Street

 Box Hill 3128

Matter Ref: Tabrizi Sale
Vendor: SEPEHR NAJAFZADEH
 TABRIZI & EMILIA TABRIZI
Purchaser:

Subject Property: APARTMENT 1005, 83 QUEENS ROAD MELBOURNE VIC 3004

Title Particulars: Vol 10890 Fol 774

Municipality: PORT PHILLIP

Advice of approved VicRoads proposals: VICROADS HAS NO APPROVED PROPOSAL REQUIRING ANY PART OF THE PROPERTY DESCRIBED IN YOUR APPLICATION. YOU ARE ADVISED TO CHECK YOUR LOCAL COUNCIL PLANNING SCHEME REGARDING LAND USE ZONING OF THE PROPERTY AND SURROUNDING AREA.

Refer to the Planning Certificate for details of land reserved in the Planning Scheme for Road Proposals. VicRoads have advised that investigative studies exist which may form part of information provided on VicRoads certificates.

Land Tax Clearance Certificate

Land Tax Act 2005



OBOODI BARRISTERS & SOLICITORS PTY LTD VIA SAI
GLOBAL PROPERTY
LEVEL 3, 355 SPENCER ST
WEST MELBOURNE VIC 3003

Your Reference: 23763335:41749957

Certificate No: 85782742

Issue Date: 10 SEP 2014

Enquiries: ESYSPROD

Land Address: APARTMENT 1005, 83 QUEENS ROAD MELBOURNE VIC 3004

Land Id	Lot	Plan	Volume	Folio	Taxable Value	Tax Payable
33344841	1005	500673	10890	774	\$46,000	\$0.00

Vendor: EMILIA TABRIZI & SEPEHR TABRIZI

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax Details	Year	Proportional Tax	Penalty/Interest	Total
MR SEPEHR NAJAFZADEH TABRIZI	2014	\$0.00	\$0.00	\$0.00

Arrears of Tax	Year	Proportional Tax	Penalty/Interest	Total
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Comments:

This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully. To request an update for this certificate go to: www.sro.vic.gov.au/certificates

Paul Broderick
Commissioner of State Revenue

TAXABLE VALUE: \$46,000

AMOUNT PAYABLE: \$0.00

Land Tax Clearance Certificate - Remittance Advice

Certificate No: 85782742

Land ID: 33344841

Amount Payable: \$0.00

State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001

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

<0000000000<0000000000>085782742000<085782742000>424<424>

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

Certificate No: 85782742

1. Under Section 96 of the Land Tax Act 2005 (the Act), land tax is a first charge on the land to which it relates and should the vendor default, payment will be obtained from the purchaser. The purchaser should take into account the possibility that the vendor may default where land tax has been assessed but not paid.
2. If land tax is due but not paid on a property, the Land Tax Clearance Certificate will certify the amount of land tax due and payable on that land. This amount will be binding on the Commissioner of State Revenue (the Commissioner) for purposes of section 96 of the Act whether or not it is paid to the State Revenue Office (SRO) on, or shortly after, settlement.
3. The amount of land tax on this certificate relates to the amount of land tax due and payable as at the date of the application only and not to any future liability or the tax status of the land.
4. A 'Nil' Land Tax Clearance certificate does not mean that the land on the certificate is exempt from land tax.
5. If land tax will be payable on a property but payment is not due at the time the application is processed, the certificate will certify the amount that should be retained by the purchaser at settlement and remitted to the SRO. The Commissioner will consider himself bound by this amount against the purchaser, only if the amount is remitted to the SRO within 28 days after settlement.
6. If the amount in 3. (above) is understated, the Commissioner has the right to seek recovery of the correct amount, or the balance, as the case may be, from
 - a. the vendor, or
 - b. the purchaser, if the vendor defaults and the certified amount has not been remitted to the SRO within 28 days after settlement.
7. If an amount is certified in respect of a proposed sale which is not completed, the Commissioner will not be bound by the same amount in respect of a later sale of the subject land - another certificate must be applied for in respect of that transaction.
8. If an amount certified is excessively high (for example, because a principal residence concession has not been deducted in calculating the amount) the Commissioner

will issue an amended certificate, without an additional fee being charged on receipt of sufficient evidence to that effect from the vendor.

9. If no land tax is stated as being payable in respect of the property, the Commissioner will consider himself bound by that certification, in respect of the purchaser, if the land is subsequently found to be taxable and the vendor defaults.
10. If the vendor refuses to be bound by an amount stated by the Commissioner and does not agree to the amount being withheld and remitted at settlement, the purchaser cannot rely on such refusal as a defence to an action by the Commissioner to recover the outstanding amount from the purchaser under Sections 96 or 98 of the Act.
11. The information on a certificate cannot preclude the Commissioner from taking action against a vendor to recover outstanding land tax.

For Information Only

SINGLE OWNERSHIP CALCULATION BASED ON A TAXABLE VALUE OF \$46,000

Land Tax = \$0.00

Calculated as \$0 plus (\$46,000 - \$0) multiplied by 0.000 cents.

Further information

Internet	www.sro.vic.gov.au
Email	sro@sro.vic.gov.au (Attn: Land Tax)
Phone	13 21 61 (local call cost)
Fax	03 9628 6853
Mail	State Revenue Office GPO Box 4376 MELBOURNE VIC 3001
In person	State Revenue Office Level 2, 121 Exhibition Street Melbourne Victoria

For SRO counter service hours, please visit www.sro.vic.gov.au/counter

Payment options

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



Payment by mail:

- State Revenue Office
GPO Box 4376
MELBOURNE VIC 3001



Payment in person:

- Present this notice to the State Revenue Office
Level 2, 121 Exhibition Street
Melbourne Victoria
- Payment by cash or cheques only
- For SRO counter service hours, please visit www.sro.vic.gov.au/counter

Residential Tenancies Act 1997

Conditions Of Agreement

1. This Agreement is made on the date specified in item 1 in the Schedule hereto between the Landlord whose name and address is specified in item 2 in the Schedule whose Agent is specified in item 3 in the Schedule and the Tenant whose name and address is specified in item 4 in the Schedule.

Premises And Rent

The Landlord lets to the Tenant the Premises specified in item 5 in the Schedule together with those items indicated in the Schedule, for which the Rental shall be the amount specified in item 6 in the Schedule commencing on the date specified item 7 of the Schedule and payable by the Tenant to, the party specified in item 8 in the Schedule.

Bond

The Tenant shall pay a Bond of the amount specified in item 9 of the Schedule to the Landlord/Agent on or before the signing of this Agreement. In accordance with the Residential Tenancies Act 1997 the Landlord/Agent must lodge the Bond with the Residential Tenancies Authority within 10 business days of receiving the Bond.

Fixed Term Tenancy

The term of this Agreement shall be as specified in item 11 in the Schedule Commencement on the date specified in item 12 in the Schedule and Ending on the date specified in item 13 in the Schedule and unless either party terminates the Agreement in accordance with the provisions of the Residential Tenancies Act 1997 the Agreement shall hereafter continue as a periodic tenancy.

Periodic Tenancy

This Agreement shall commence on the date specified in item 14 in the Schedule and continue until terminated in accordance with the Residential Tenancies Act 1997.

2. Condition Of The Premises

The Landlord shall make sure that the premises are maintained in good repair.

3. Damage To The Premises

- (a) The Tenant shall make sure that care is taken to avoid damage to the premises.
- (b) The Tenant must take reasonable care to avoid damaging the premises and any common areas.
- (c) The Tenant shall give notice to the LANDLORD of any damage to the premises as soon as the Tenant becomes aware of the damage.

4. Cleanliness Of The Premises

- (a) The Landlord shall make sure that the premises are in reasonable clean condition on the day which is agreed that the Tenant shall enter into occupation of the premises.
- (b) The Tenant shall keep the premises in a reasonably clean condition during the period of Agreement.

5. Use Of Premises

- (a) The Tenant shall not use or allow the premises to be used for any illegal purpose.
- (b) The Tenant shall not use or allow the premises to be used in such a manner as to cause a nuisance or cause an interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

6. Quiet Enjoyment

The Landlord shall take all reasonable steps to make sure that the TENANT has quiet enjoyment of the premises.

7. Assignment Or Sub-Letting

- (a) The Tenant shall not assign or sub-let the whole or any part of the premises without the consent of the Landlord. The Landlord's consent shall not be unreasonably withheld.
- (b) The Landlord shall not demand or receive any fee or payment for the consent, except in respect of any fees, costs or charges incurred in relation to the preparation of an assignment in writing of this Agreement.

8. Residential Tenancies Act 1997

Both parties to this Agreement shall comply with provisions of the Residential Tenancies Act, 1997 as they apply to each party. (Note: Reference should be made to the Residential Tenancies Act, 1997 for further rights and duties)

Additional Terms

Additional terms which do not take away the rights and duties included in the Residential Tenancies Act 1997 may be set out in this Section.

9. The **Tenant** shall pay all charges in respect of the re-connection and consumption of water, electricity, gas, oil and telephone where the rented premises is separately metered for these services.
10. The **Tenant** shall not do or allow anything to be done which would invalidate any insurance policy on the premises or increase the premium and the **Tenant** shall pay to the **Landlord** all increased premiums and all other expenses incurred as a consequence of any breach of this term.
11. The **Tenant** agrees to pay the **Landlord** any excess amount charged, or any additional premium charged by the **Landlord's** Insurance Company as a result of accidental breakage of glass, toilet bowls and wash basins in the premises where the damage has been caused by the **Tenant**, or by anyone on the premises with the consent of the **Tenant**.
12. The **Tenant** shall indemnify the **Landlord** for any loss or damage caused by failure to ensure that care is taken to avoid damaging the rented premises by the **Tenant** or anyone on the premises with the consent of the **Tenant**. Without limiting the generality of the foregoing, the **Tenant** shall indemnify the **Landlord** for the cost of repairs to plumbing blockages caused by the negligence or misuse of the **Tenant**.
13. The **Tenant** shall notify the **Landlord** or **Agent** immediately upon becoming aware of any defects in the premises or any other matter which may give rise to a liability pursuant to the Occupiers Liability Act 1983.
14. The **Tenant** shall indemnify the **Landlord** against all liability in respect of injury or damage to any third person or third party property arising from any conduct, act or omission by the **Tenant**, or the **Tenant's** servants, agents and/or invitees.
15. The **Tenant** shall not paint or affix any sign or any antenna onto the premises or affix any nail, screw, fastening or adhesive to the interior of the premises without the prior written consent of the **Landlord** or **Agent**.
16. The **Tenant** acknowledges that it is the **Tenant's** responsibility upon the termination of the Agreement to deliver the keys of the premises to the **Agent's** office and to continue paying rent until such time as the keys are delivered.
17. The **Tenant** shall not use the premises for any purpose other than for residential purposes without the written consent of the **Landlord**.
18. The **Tenant** shall not do or allow to be done anything that will cause the shared service facilities to become obstructed, untidy, damaged or used for any purpose than for which is intended.
19. The **Tenant** shall not keep any animals on the premises without consent of the **Landlord**. (Note: Written consent of the Body Corporate Committee will be necessary in an own-your-own unit.)
20. The **Tenant** shall deposit all rubbish including cartons and newspapers in a proper rubbish receptacle with a close fitting lid as required by the Health Department or Local council. Rubbish receptacle shall be kept only in the place provided and placed out by the **Tenant** for collection by the Local Council or Health Department and returned to its allotted place.
21. The **Tenant** shall not hang any clothes outside the premises other than where provision for the hanging of clothes has been provided.
22. The **Tenant** shall not keep or use in the premises any portable kerosene heaters, oil burning heaters or heaters of a similar kind.
23. The **Tenant** shall comply with the Act, Regulation, Rule or direction of any Government, Semi Government or statutory body.
24. The **Tenant** shall allow the **Landlord** or his **Agent** to put on the premises a notice or notices 'to let' during the last month of the term of this Agreement. The **Tenant** shall allow the **Landlord** or his **Agent** to put on the premises a notice or notices 'for sale' or 'auction' at anytime during the term of this Agreement and permit access to the premises by the **Landlord** or his **Agent** to present the property to prospective purchasers or **Tenants** upon 24 hours' notice or by Agreement with the **Tenant** and the **Landlord** or the **Landlord's Agent**.
25. The **Tenant** acknowledges that no promises, representations, warranties or undertakings have been given by the **Landlord** or **Agent** in relation to the suitability of the premises for the **Tenant's** purpose or in respect of the furnishings, fittings or appurtenances of the premises otherwise than as provided herein.
26. No consent or waiver of any breach by the **Tenant** of the **Tenant's** obligations under the Residential Tenancies Act 1997 shall prevent the **Landlord** from subsequently enforcing any of the provisions of this Agreement.
27. The **TENANT** agrees to observe and be bound by the Articles of Association of the Service Company or the Rules of the Body Corporate (as the case may be) in so far as they relate to or affect the use, occupation and enjoyment of the premises and the common - property provided that the **Tenant** shall not be required to contribute costs of a capital nature or which would, except for this provision, be payable by the **Landlord**. The standard Rules of the Sub-Division (Body Corporate) Regulations, if not amended, apply to all Bodies corporate.
28. In accordance with the provisions of Section 44 of the Residential Tenancies Act, 1997, the **Landlord** may from time to time and at any time, other than within the terms specified in the Schedule as the fixed term at intervals of not less than six months, increase the rent by giving the **Tenant** at least 60 day's notice of the increase.
29. This Agreement may be amended only by an Agreement in writing signed by the **Landlord** and the **Tenant**.

30. The **Tenant** shall at the **Tenant's** expenses replace all lighting tubes and globes to the premises which become defective during the term of the tenancy unless the defect is proven to be caused by faulting wiring.
31. The **Tenant** shall at the **Tenant's** expenses replace any washers which become defective during the term of the tenancy unless the defect is proven to be caused by faulting plumbing.
32. The **Tenant** agrees to fully and regularly maintain and water the garden area, including the trees and shrubs, to mow the lawn and to remove all garden rubbish from the property
33. If the **Tenant** wishes to vacate the premises at the expiration of this agreement, the **Tenant** shall give the **Landlord** or his **Agent** written notice of the **Tenant's** intention to vacate 28 days prior to the expiration of the agreement. If the **Tenant** remains in occupation of the premises after the expiration of this agreement and does not enter into a new fixed term agreement, the **Tenant** must give written notice of the **Tenant's** intention to vacate the premises specifying the termination date that is not earlier than 28 days after the day on which the **Tenant** gives notice.
34. The **Tenant** acknowledges that pursuant to Section 428 of the Residential Tenancies Act 1997, the **Tenant** shall not refuse to pay rent on the ground that the **Tenant** intends to regard as rent paid by the **Tenant**, the **Bond** or any part of the **Bond** paid in respect of the premises. The **Tenant** acknowledges that failure to abide by this section of the Act renders the **Tenant** liable to a penalty of \$10,000.
35. The **Tenant** agrees not to carry out any mechanical repairs or spray painting of any motor vehicles, boats or motor cycles in or around the property. The **Tenant** also agrees to be fully responsible for the removal of any motor cycle, car or boat spare parts or bodies or any other equipment used and to fully reinstate the premises or the land on which it is situated to their original condition forthwith.
36. The **Tenant** must:
 - (a) check each smoke detector in the premises weekly to confirm that it is kept fully operational. These checks are to ensure the safety of the **Tenant** and the security of the premises.
 - (b) replace the battery in each smoke detector on or about 1 January each year (or earlier if this becomes necessary)
 - (c) immediately notify the **Landlord/Agent** of any faulty smoke detector (and confirm this advise to the **Landlord/Agent** in writing the same day)
37. The **Tenant** acknowledges that the **Tenant** shall insure their possessions. The **Tenant** also acknowledges that the **Landlord's** insurance policy will not provide cover for such possessions.

SPECIAL CONDITIONS

1. The **Tenant** agrees to accept the property on an as is basis (ie. as inspected) and makes no claim on the **Landlord** for modification, rectification or replacement on the property, except where there is general wear & tear.
2. **URGENT REPAIRS:** The agent advises the **Tenant** that the **Agent** has authority by the Residential Tenancies Act 1997 to organise urgent repairs up to an amount of \$1,100 including GST. The **Tenant** agrees that they are under obligation to report any maintenance faults within 3 days (urgent maintenance items must be reported immediately). Should the **Tenant** forgo contacting the **Agent** within the specified time, they agree that no liability will be incurred to the **Agent/Landlord**.
3. The **Tenant** acknowledges that should it be necessary to break the lease agreement, they are responsible for the following: Pro-rata letting fee being one weeks' rent plus GST divided by the daily rate and multiplied by the days remaining of the tenancy, all advertising costs and rent until the premises is re-let or until the lease expires. Should an application be received by DB Realty, the application is subject to the **Landlords** approval. The premises will not be deemed let until the new/approved **Tenant/s** pay the rent and bond and sign the leases. The **Tenant** acknowledges that if they break the lease they are liable for marketing costs for the securing of a new tenant. ("For Lease " board - \$88.00 . \$55.00 for internet exposure. \$60 per advert "The Age" (if necessary).
4. The **Tenant** acknowledges that they are responsible for the removal of insects, vermin and animals during the period of the tenancy.
5. The **Tenant** acknowledges that they are responsible for steam/dry cleaning the carpets (upon vacating the premises) no matter how long the **Tenant** has been in occupation.
6. The **Tenant** acknowledges that should at any stage a gas/electric/plumbing appliance fail, they will take all necessary steps to check pilot lights/fuses, etc before reporting it to the agent. Should a tradesperson attend a property at the **Tenants** request and find that this has not been done, the **Tenant** is liable for the tradesmen account.
7. The **Tenant** acknowledges that the television aerial is not part of the tenancy agreement and not the landlord's responsibility. The **Tenant** also undertakes to seek permission from the landlord/agent should they wish to connect cable/satellite telecommunications.
8. The **Tenant** agrees to return the keys to the property by 10.00 a.m. on the termination date. Should the **Tenants** default with the said stipulation, the tenant shall be liable for additional rental payments equivalent to the relevant daily rental rate. Furthermore, should the **Landlord/Agent** have to change locks to gain access on the said termination date, all charges and fees shall be incurred against the **Tenants**.
9. The **Tenants** shall, upon the request of the landlord/agent, provide a spare set of keys to the landlord/agent. The **Tenants** shall provide a copy of the receipt to the **Landlord/Agent** in order to be reimbursed for such costs/expenses.
10. The **Tenant** agrees that the **Landlord/Agent** shall have the right to report any financial default under this lease to a tenancy credit reporting agency.
11. The **Tenant** hereby agrees to NOT place pot plants in pots on any carpeted, parquetry or polished timber floor boarded areas within the premises. All plants in pots are to be placed in water proof containers and raised three (3) centimetres above the floor.
12. The **Tenant** must not under any circumstances place a clothes air dryer on the balcony for safety reasons. This is part of body corporate regulations.
13. The **Tenant** agrees that upon vacating the premise that special attention will be paid to the "make good" of the property. Particular attention will made concerning any pets that have been allowed in the premises. No odours, scratches, stains, damage to gardens, etc will be tolerated. All things relating to the property and possible damage by these pets is considered to be the onus of the tenants to "make good".

ADDITIONAL SPECIAL CONDITIONS

1. The **Landlord** agrees to the **Tenant** installing picture hooks on the walls of the property subject to the walls being restored to their original condition ('make good') at the end of the tenancy.

X



Susannah Flexer
Tenant

Date:

1/8/14

X



Sepehr Tabrizi
Landlord

Date:

Schedule

- Item 1: DATE OF AGREEMENT: 15th May 2014
- Item 2: LANDLORD: Sepehr Tabrizi
C/-DB Realty Pty Ltd
309 Kooyong Road
Elsternwick, 3185
- Item 3: AGENT: DB Realty Pty Ltd.
309 Kooyong Road,
Elsternwick, 3185
Phone: 9530 0838
Fax: 9038 4428
- Item 4: TENANTS: Susannah Flexer
Of: Flat 1-1, 8 Woodcroft Ave
Glasgow G117HU
- Item 5: PREMISES: Apartment 1005
83 Queens Road
Melbourne Vic 3004
- Item 6: RENTAL: \$2384 Per Calendar Month
Payable on the 1st of every calendar month.
- Item 7: COMMENCING ON: 1st August 2014
- Item 8: RENTAL PAYMENTS TO LANDLORD/AGENT AT: 309 Kooyong Road Elsternwick
- Item 9: BOND: \$2384 (Two thousand, three hundred & eighty four dollars)
(Lodged with the Residential Tenancies Bond Authority)
- Item 10: URGENT REPAIRS: The Landlord authorises the Agent to undertake urgent repairs up to \$1,100
Telephone/Fax no. for urgent repairs: 9530 0838/9038 4428
- FIXED TERM AGREEMENT
- Item 11: TERM: 12 months
- Item 12: COMMENCEMENT DATE: 1st August 2014
- Item 13: TERMINATION DATE: 31st July 2015

X

Sepehr Tabrizi
Landlord

Date:

X

Susannah Flexer
Tenant

Date:

1/8/14.

The Tenant hereby acknowledges having received a copy of the Statement of Rights and Duties, the Condition Report and a copy of this Tenancy Agreement in accordance with the provisions of the Residential Tenancies Act 1997.

X

Susannah Flexer
Tenant

Date:

1/8/14.