

Contract of Sale of Land

Property:

21 Rodd Street, Dandenong VIC 3175

Victorian Statewide Conveyancing Pty Ltd

Level 1

Suite 1, 58-60 Victor Crescent

NARRE WARREN VIC 3805

Tel: (03) 8790 5488

Fax: (03) 8794 9072

PO Box 32, Narre Warren VIC 3805

Ref: JG:20242261

Contract of Sale of Land

© Copyright August 2019

IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

Copyright

This document is published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and is copyright. It may only be reproduced in accordance with an agreement with the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd for each specific transaction that is authorised. Any person who has purchased a paper copy of this document may only copy it for the purpose of documenting a specific transaction for the sale of a particular property.

Disclaimer

This document is a precedent intended for users with the knowledge, skill and qualifications required to use the precedent to create a document suitable for the transaction.

Like all precedent documents it does not attempt and cannot attempt to include all relevant issues or include all aspects of law or changes to the law. Users should check for any updates including changes in the law and ensure that their particular facts and circumstances are appropriately incorporated into the document to achieve the intended use.

To the maximum extent permitted by law, the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd and their respective contractors and agents are not liable in any way for any loss or damage (including special, indirect or consequential loss and including loss of business profits), arising out of or in connection with this document or its use.

Contract of Sale of Land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

..... on/...../2025

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

State nature of authority, if applicable:

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

In this contract, "business day" has the same meaning as in section 30 of the *Sale of Land Act 1962*

SIGNED BY THE VENDOR:

..... on/...../2025

Print names(s) of person(s) signing: Rodd Dandenong Pty Ltd ACN 650018009 ATF A01 Unit Trust

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

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

Table of Contents

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

Particulars of Sale

Vendor's estate agent

Name: Harcourts Asap Dandenong
Address: Unit 2, 82 Cheltenham Road, Dandenong VIC 3175
Email: chris.zhang@harcourts.com.au
Tel: 87432506 Mob: 0434627345 Fax: Ref: Chris Zhang

Vendor

Name: Rodd Dandenong Pty Ltd ACN 650018009 ATF A01 Unit Trust
Address:
ABN/ACN: ACN 650018009

Vendor's legal practitioner or conveyancer

Name: Victorian Statewide Conveyancing Pty Ltd
Address: Level 1, Suite 1, 58-60 Victor Crescent, Narre Warren VIC 3805
PO Box 32, Narre Warren VIC 3805
Email: info@victorianstatewide.com.au
Tel: (03) 8790 5488 Mob: Fax: (03) 8794 9072 Ref: 20242261

Purchaser

Name:
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 3461 Folio 041	1	TP 546632C

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

The land includes all improvements and fixtures.

Property address

The address of the land is: 21 Rodd Street, Dandenong VIC 3175

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

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

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

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

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

Lease/Rooming House Agreement (general condition 5.1)

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

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

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

OR

- ☒ a residential tenancy for a fixed term ending on:

- 02/06/2026 for Room 4
- 30/01/2026 for Room 5
- 15/11/2025 for Room 6

OR

- ☒ a periodic tenancy determinable by notice for:

- Room 1
- Room 2
- Room 3
- Room 7

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

Loan amount: no more than

Approval
date:

Building report

- ☐ General condition 21 applies only if the box is checked

Pest report

- ☐ General condition 22 applies only if the box is checked

Special Conditions

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

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



GC 23 – special condition

For the purposes of general condition 23, the expression “periodic outgoings” does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.



GC 28 – special condition

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

SPECIAL CONDITION 1 – Christmas Closure Period

- 1.1** Where a settlement date is chosen during the Christmas/New Year period of Tuesday 23rd December 2025 to Monday 5th January 2026 (the closure period), the Vendor and Purchaser agree that the settlement date will be extended to Tuesday 6th January 2026 without penalty to either the Vendor or Purchaser.
- 1.2** The Vendor and Purchaser agree that neither party has the right to charge penalty interest, pursue additional costs or issue a Default Notice and/or Default and Rescission Notice on the other party due to failure to complete this Contract of Sale during the closure period referred to in Special Condition 1.1.
- 1.3** Neither party may make any objection, requisition, or claim for any compensation in respect of any matter referred to in Special Conditions 1.1 and 1.2.
- 1.4** Should settlement be extended as a result of the Purchaser's inability and failure to settle by 23rd December 2025, settlement will be delayed until 6th January 2026. For the avoidance of doubt, the Vendor/s reserve their right to serve a Default Notice and/or Default and Rescission Notice on the Purchaser at any time after the Purchasers are deemed to be in default of the contract. The Purchaser shall also be responsible for the Vendor's losses including but not limited to the payment of the following which are to be paid at settlement:
- Penalty interest pursuant to General Condition 33
 - Payment in full of the vendors 2026 land tax liability.

2. No representations

It is hereby agreed between the parties hereto that there are no conditions, warranties or other terms affecting this sale other than those embodied herein and the purchaser shall not be entitled to rely on any representations made by the vendor or his Agent except such as are made conditions of this contract.

3. Dwelling

The land and buildings (if any) as sold hereby and inspected by the purchaser are sold on the basis of existing improvements thereon and the purchaser shall not make any requisition or claim any compensation for any deficiency or defect in the said improvements as to their suitability for occupation or otherwise including any requisition in relation to the issue or non issue of Building Permits and/or completion of inspections by the relevant authorities in respect of any improvements herein.

4. Deposit

The deposit payable hereunder shall be ten per centum (10%) of the purchase price.

5. Auction

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

6. Guarantee

If a company purchases the property:

- a. Any person who signs this contract will be personally responsible to comply with the terms and conditions of this contract; and
- b. The directors of the company must sign the guarantee attached to this contract and deliver it to the vendor within 7 days of the day of sale.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

The vendor may require one or more directors of the purchaser to guarantee the purchaser's performance of this contract if the purchaser is a proprietary limited company.

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

- 6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.
- 6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.
- 6.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and
 - (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
 - (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.
- 6.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.
- 6.6 If sections 137B and 137C of the *Building Act* 1993 apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
 - (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act* 1993 and regulations made under the *Building Act* 1993.
- 6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act* 1993 have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

- 7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 7.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
 - (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

- 8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 8.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

9. CONSENTS

The vendor must obtain any necessary consent or licence required for the vendor to sell the property. The contract will be at an end and all money paid must be refunded if any necessary consent or licence is not obtained by settlement.

10. TRANSFER & DUTY

- 10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.
- 10.2 The vendor must promptly initiate the Duties on Line or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

- 11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act* 2009 (Cth) applies.
- 11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must
 - (a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 11.4 The vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act* 2009 (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act* 2009 (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
 - (a) that—
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

- (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
- (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if—
 - (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 11.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor—
 - (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
 as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. BUILDER WARRANTY INSURANCE

The vendor warrants that the vendor will provide at settlement details of any current builder warranty insurance in the vendor's possession relating to the property if requested in writing to do so at least 21 days before settlement.

13. GENERAL LAW LAND

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

- 13.10 General condition 17.1 [settlement] should be read as if the reference to 'registered proprietor' is a reference to 'owner' in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*.
-

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.5 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.7 Payment of the deposit may be made or tendered:
- (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.
- However, unless otherwise agreed:
- (d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and
 - (e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.
- 14.8 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 14.9 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 14.10 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 14.11 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

15. DEPOSIT BOND

- 15.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 15.2 In this general condition "deposit bond" means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The issuer and the form of the deposit bond must be satisfactory to the vendor. The deposit bond must have an expiry date at least 45 days after the due date for settlement.
- 15.3 The purchaser may deliver a deposit bond to the vendor's estate agent, legal practitioner or conveyancer within 7 days after the day of sale.
- 15.4 The purchaser may at least 45 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.

- 15.5 Where a deposit bond is delivered, the purchaser must pay the deposit to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 15.6 The vendor may claim on the deposit bond without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the issuer satisfies the obligations of the purchaser under general condition 15.5 to the extent of the payment.
- 15.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in general condition 15.6.
- 15.8 This general condition is subject to general condition 14.2 [deposit].

16. BANK GUARANTEE

- 16.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 16.2 In this general condition:
- (a) "bank guarantee" means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and
 - (b) "bank" means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.
- 16.3 The purchaser may deliver a bank guarantee to the vendor's legal practitioner or conveyancer.
- 16.4 The purchaser must pay the amount secured by the bank guarantee to the vendor's legal practitioner or conveyancer on the first to occur of:
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.
- 16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.
- 16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.
- 16.8 This general condition is subject to general condition 14.2 [deposit].

17. SETTLEMENT

- 17.1 At settlement:
- (a) the purchaser must pay the balance; and
 - (b) the vendor must:
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.
- 17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.
- 17.3 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

- 18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.
- 18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.
- 18.3 Each party must:
- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,
 - (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.
- 18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.
 To the extent that any interoperability rules governing the relationship between electronic lodgement network operators do not provide otherwise:
 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;
 - (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.
- 18.6 Settlement occurs when the workspace records that:
 - (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.
- 18.7 The parties must do everything reasonably necessary to effect settlement:
 - (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
 if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.
- 18.9 The vendor must before settlement:
 - (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,
 - (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
 - (c) deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement, and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract, and
 give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

- 19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).
- 19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if:
 - (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
 - (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser.
- 19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on:
 - (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
 - (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.
- 19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and

- (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 19.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 19.7 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*; and
 - (b) 'GST' includes penalties and interest.

20. LOAN

- 20.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 20.2 The purchaser may end the contract if the loan is not approved by the approval date, but only if the purchaser:
- (a) immediately applied for the loan; and
 - (b) did everything reasonably required to obtain approval of the loan; and
 - (c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and
 - (d) is not in default under any other condition of this contract when the notice is given.
- 20.3 All money must be immediately refunded to the purchaser if the contract is ended.

21. BUILDING REPORT

- 21.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 21.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 21.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 21.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 21.5 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

22. PEST REPORT

- 22.1 This general condition only applies if the applicable box in the particulars of sale is checked.
- 22.2 The purchaser may end this contract within 14 days from the day of sale if the purchaser:
- (a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 22.3 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this general condition.
- 22.4 A notice under this general condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 22.5 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

23. ADJUSTMENTS

- 23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 23.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
 - (b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and
 - (c) the vendor is taken to own the land as a resident Australian beneficial owner; and
 - (d) any personal statutory benefit available to each party is disregarded in calculating apportionment.
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

- 24.2 Every vendor under this contract is a foreign resident for the purposes of this general condition unless the vendor gives the purchaser a clearance certificate issued by the Commissioner under section 14-220 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The specified period in the clearance certificate must include the actual date of settlement.
- 24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.
- 24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 24.5 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.
- 24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;
 - (b) promptly provide the vendor with proof of payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:
- (a) the settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 24.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the purchaser at least 5 business days before the due date for settlement.
- 24.9 The vendor must provide the purchaser with such information as the purchaser requires to comply with the purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of request by the purchaser. The vendor warrants that the information the vendor provides is true and correct.
- 24.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

25. GST WITHHOLDING

- 25.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* or in *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* have the same meaning in this general condition unless the context requires otherwise. Words and expressions first used in this general condition and shown in italics and marked with an asterisk are defined or described in at least one of those Acts.
- 25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.
- 25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.
- 25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.
- 25.5 The amount is to be deducted from the vendor's entitlement to the contract *consideration and is then taken to be paid to the vendor, whether or not the vendor provides the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.
- 25.6 The purchaser must:
- (a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and
 - (b) ensure that the representative does so.

- 25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:
- (a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;
 - (b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and
 - (c) otherwise comply, or ensure compliance, with this general condition;
- despite:
- (d) any contrary instructions, other than from both the purchaser and the vendor; and
 - (e) any other provision in this contract to the contrary.
- 25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:
- (a) settlement is conducted through an electronic lodgement network; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 25.9 The purchaser may at settlement give the vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*, but only if:
- (a) so agreed by the vendor in writing; and
 - (b) the settlement is not conducted through an electronic lodgement network.
- However, if the purchaser gives the bank cheque in accordance with this general condition 25.9, the vendor must:
- (c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and
 - (d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.
- 25.10 A party must provide the other party with such information as the other party requires to:
- (a) decide if an amount is required to be paid or the quantum of it, or
 - (b) comply with the purchaser's obligation to pay the amount,
- in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.
- 25.11 The vendor warrants that:
- (a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* if the vendor gives the purchaser a written notice under section 14-255 to the effect that the purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and
 - (b) the amount described in a written notice given by the vendor to the purchaser under section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* is the correct amount required to be paid under section 14-250 of the legislation.
- 25.12 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount, except to the extent that:
- (a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or
 - (b) the purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*.
- The vendor is responsible for any penalties or interest payable to the Commissioner on account of non-payment or late payment of the amount if either exception applies.

Transactional

26. TIME & CO OPERATION

- 26.1 Time is of the essence of this contract.
- 26.2 Time is extended until the next business day if the time for performing any action falls on a day which is not a business day.
- 26.3 Each party must do all things reasonably necessary to enable this contract to proceed to settlement, and must act in a prompt and efficient manner.
- 26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

- 27.1 Any document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party.
- 27.2 A cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 20 [loan approval], 21 [building report] or 22 [pest report] may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 27.3 A document is sufficiently served:
- (a) personally, or
 - (b) by pre-paid post, or
 - (c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or
 - (d) by email.
- 27.4 Any document properly sent by:
- (a) express post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) priority post is taken to have been served on the fourth business day after posting, unless proved otherwise;
 - (c) regular post is taken to have been served on the sixth business day after posting, unless proved otherwise;
 - (d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 27.5 In this contract 'document' includes 'demand' and 'notice', 'serve' includes 'give', and 'served' and 'service' have corresponding meanings.

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

- 30.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:
- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and
 - (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.
- 30.2 While any money remains owing each of the following applies:
- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
 - (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of the rents and profits;
 - (c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;
 - (d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;
 - (e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;
 - (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

- 31.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except for fair wear and tear.
- 31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.
- 31.4 The purchaser may nominate an amount not exceeding \$5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.
- 31.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.
- 31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

- 35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.
- 35.2 The contract immediately ends if:
- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
 - (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.
- 35.3 If the contract ends by a default notice given by the purchaser:
- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
 - (b) all those amounts are a charge on the land until payment; and
 - (c) the purchaser may also recover any loss otherwise recoverable.
- 35.4 If the contract ends by a default notice given by the vendor:
- (a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and
 - (b) the vendor is entitled to possession of the property; and
 - (c) in addition to any other remedy, the vendor may within one year of the contract ending either:
 - (i) retain the property and sue for damages for breach of contract; or
 - (ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and
 - (d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply

that money towards those damages; and

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

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

GUARANTEE and INDEMNITY

I/We,of

andof

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

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

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

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

this day of 20.....

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

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

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

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

SECTION 32 **STATEMENT**

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

Vendor:	Rodd Dandenong Pty Ltd ATF A01 Unit Trust
----------------	---

Property:	21 Rodd Street, Dandenong VIC 3175
------------------	------------------------------------



VENDORS REPRESENTATIVE

Victorian Statewide Conveyancing Pty Ltd
PO Box 32, Narre Warren VIC 3805
Tel: 87905488
Fax: 87949072

Email: info@victorianstatewide.com.au

Ref: JG:20242261

32A FINANCIAL MATTERS

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

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-

None to the vendors knowledge

Their total does not exceed \$4,500.00 per annum

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

32A(b) The particulars of any Charge (whether registered or not) over the land imposed by or under an Act to secure an amount due under that Act, including the amount owing under the charge are as follows:-

Not Applicable

. Commercial and Industrial Property Tax

1. The land is tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

Yes ☐ No ☒

2. The AVPCC number is;
3. The Entry Date of the land was;

32B INSURANCE

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

Not Applicable

- (b) Where there is a residence on the land which was constructed within the preceding six years, and section 137B of the *Building Act 1993* applies, particulars of the required insurance are as follows:-

Not Applicable

32C LAND USE

- (a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Greater Dandenong City Council Planning Scheme
Responsible Authority: Greater Dandenong City Council
Zoning: RGZ - Residential Growth Zone - Schedule 1
Planning Overlay/s: N/A

Endorsed plan PA2101342 for proposed development attached

32D NOTICES

- (a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- none to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor
- (b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.
- (c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

The Land is NOT affected by an Owners Corporation within the meaning of the *Owners Corporation Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

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

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

32I TITLE

Attached are the following documents concerning Title:

1. Register Search Statement Volume 3461 Folio 041
2. Plan of Subdivision TP546632C

DATE OF THIS STATEMENT

/ /20

Name of the Vendor

Rodd Dandenong Pty Ltd

Signature/s of the Vendor

x

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

DATE OF THIS ACKNOWLEDGMENT

/ /20

Name of the Purchaser

Signature/s of the Purchaser

x

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)

Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962*.

Terms contracts – S32A(d)

Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962*.

Copyright State of Victoria. No part of this publication may be reproduced except as permitted by the Copyright Act 1968 (Cth), to comply with a statutory requirement or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA REGD TM System. None of the State of Victoria, its agents or contractors, accepts responsibility for any subsequent publication or reproduction of the information.

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

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

VOLUME 03461 FOLIO 041

Security no : 124128791082W

Produced 08/10/2025 01:57 PM

LAND DESCRIPTION

Lot 1 on Title Plan 546632C.
PARENT TITLE Volume 03119 Folio 647
Created by instrument 0636230 12/11/1910

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
RODD DANDENONG PTY LTD of 21 RODD STREET DANDENONG VIC 3175
AV585072D 02/05/2022

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AV660228F 24/05/2022
COMMONWEALTH BANK OF AUSTRALIA

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 TP546632C 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: 21 RODD STREET DANDENONG VIC 3175

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 24/05/2022

DOCUMENT END

Delivered from the LANDATA® System by Landchecker Pty Ltd



Imaged Document Cover Sheet

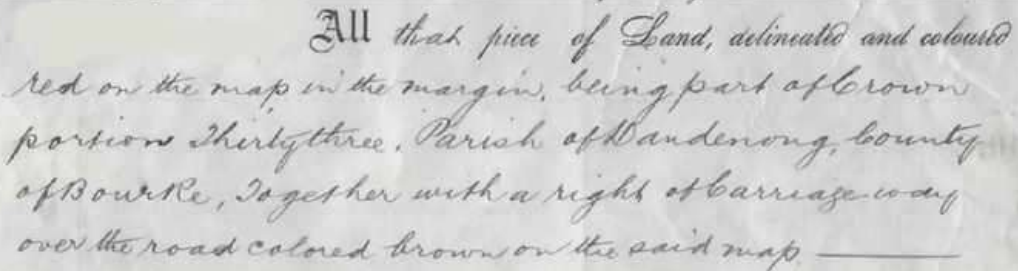
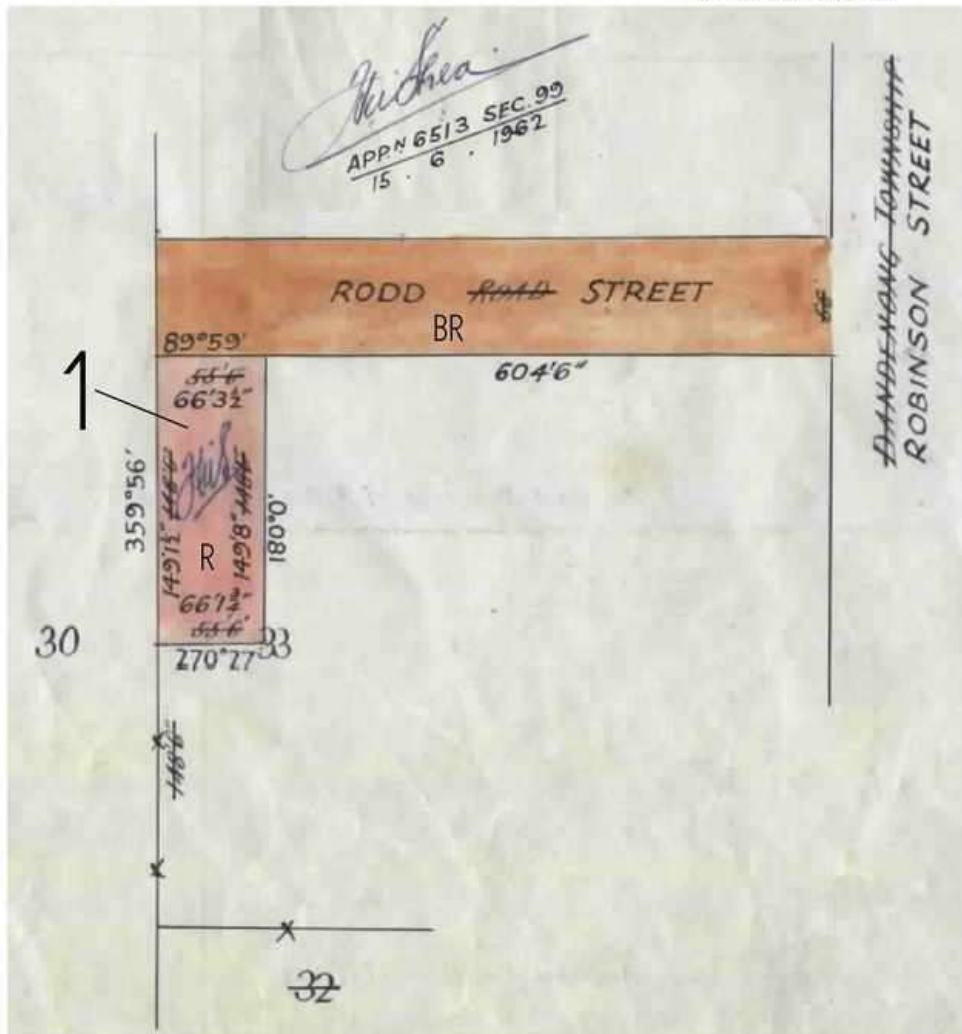
The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	TP546632C
Number of Pages (excluding this cover sheet)	1
Document Assembled	08/10/2025 13:57

Copyright and disclaimer notice:

© State of Victoria. This publication is copyright. No part may be reproduced by any process except in accordance with the provisions of the Copyright Act 1968 (Cth) and for the purposes of Section 32 of the Sale of Land Act 1962 or pursuant to a written agreement. The information is only valid at the time and in the form obtained from the LANDATA® System. None of the State of Victoria, LANDATA®, Secure Electronic Registries Victoria Pty Ltd (ABN 86 627 986 396) as trustee for the Secure Electronic Registries Victoria Trust (ABN 83 206 746 897) accept responsibility for any subsequent release, publication or reproduction of the information.

The document is invalid if this cover sheet is removed or altered.

TITLE PLAN		EDITION 1	TP 546632C						
Location of Land Parish: DANDENONG Township: Section: Crown Allotment: Crown Portion: 33(PT) Last Plan Reference: Derived From: VOL 3461 FOL 041 Depth Limitation: NIL		Notations ANY REFERENCE TO MAP IN THE TEXT MEANS THE DIAGRAM SHOWN ON THIS TITLE PLAN							
Description of Land / Easement Information 		THIS PLAN HAS BEEN PREPARED FOR THE LAND REGISTRY, LAND VICTORIA, FOR TITLE DIAGRAM PURPOSES AS PART OF THE LAND TITLES AUTOMATION PROJECT COMPILED: 29/06/2000 VERIFIED: AC							
		COLOUR CODE R = RED BR = BROWN							
									
<table border="1"><thead><tr><th colspan="2">TABLE OF PARCEL IDENTIFIERS</th></tr></thead><tbody><tr><td colspan="2">WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962</td></tr><tr><td colspan="2">PARCEL 1 = CP 33 (PT)</td></tr></tbody></table>				TABLE OF PARCEL IDENTIFIERS		WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962		PARCEL 1 = CP 33 (PT)	
TABLE OF PARCEL IDENTIFIERS									
WARNING: Where multiple parcels are referred to or shown on this Title Plan this does not imply separately disposable parcels under Section 8A of the Sale of Land Act 1962									
PARCEL 1 = CP 33 (PT)									
LENGTHS ARE IN FEET & INCHES		Metres = 0.3048 x Feet Metres = 0.201168 x Links	Sheet 1 of 1 sheets						

LAND INFORMATION CERTIFICATE

Section 121 of the Local Government Act 2020 and Local Government (Land Information) Regulations 2021

This Certificate provides information regarding valuation, rates, charges, other money owing and any orders and notices made under the **Local Government Act 2020**, the **Local Government Act 1989**, the **Local Government Act 1958** or under a local law of the Council. This certificate is not required to include information regarding planning, building, health, land fill, land slip, flooding information or service easements. Information regarding these matters may be available from Council or the relevant authority. A fee may be charged for such information.

Issue Date: **09 October 2025**

Certificate No: **e1257/2026**

IZZ5C

Your Reference: **SEARCH-1759892221-**

Agents Reference: **78358518-012-0**

Property No.: **364570**

Applicant:

**Secure Electronic Registries Pty Ltd
Locked Bag 20005
MELBOURNE VIC 3001**

Property Address: **21 Rodd Street DANDENONG VIC 3175**

Property Description: **Lot 1 TP 546632 Part Por 33 Vol 3461 Fol 041**

AVPCC: **Boarding House (130)**

Site Value: \$ **920,000** Capital Improved Value: \$ **975,000** Net Annual Value: \$ **48,750**

Level of Value Date: **1/01/2025**

Effective Date of Valuation : **1/07/2025**

Rates are levied on the Capital Improved Value.

Following settlement, please send Notice of Acquisition to Council@cgd.vic.gov.au

RATES, CHARGES AND OTHER MONIES

For Year Ending 30th June, 2026

Details of Rates, Charges, Outstanding Notices and Works for which a charge has been made:

	Arrears	Current
Rate		1493.65
Garbage Charge		1157.00
State Government Waste Levy		99.00
Emergency Services Volunteer Fund		304.65
TOTAL CHARGES		\$3054.30
BALANCE DUE		\$3054.30

In accordance with Section 175 (1) Local Government Act 1989, the purchaser must pay at settlement any rates or charges (including interest) which are due and payable:

- Full Payment Due By : **Next Instalment Due Date**
- Instalments Due By : **30/09/2025; 30/11/2025; 28/02/2026; 31/05/2026.**

PLEASE NOTE: 2nd instalment \$1,527.16 is due on or before 30 Nov 2025 in order to avoid penalty interest.

PLEASE NOTE: Next update of interest 3rd November 2025

LAND INFORMATION CERTIFICATE (Cont.)

Property Address: **21 Rodd Street DANDENONG VIC 3175**

Property No.: **364570**

Certificate No.: **e1257/2026**

OTHER DETAILS: (Notices, Orders, Outstanding or Potential Liability/Subdivisional Requirements).

- A.** Potential liability for rates under the Cultural and Recreational Lands Act 1963.
Not Applicable
- B.** Potential liability for property to become rateable under Section 173 or 174A of the Local Government Act 1989.
Not Applicable
- C.** Outstanding monies required to be paid under Section 18 of the Subdivision Act 1988 of the Local Government Act 1958.
Not Applicable
- D.** Monies owed under Section 227 of the Local Government Act 1989, or any local law or by-law.
Not Applicable
- E.** Flood Levels specified by Council:
Applicable - For specified flood levels, please contact Council's Building Department on (03) 8571 1515
- F.** Other Information:
Applicable - This Property lies within the Revitalising Central Dandenong Declared Project Area and an Infrastructure Recovery Charge may be levied for any development (building works or subdivisions). See Revitalising Central Dandenong website <http://www.places.vic.gov.au/precincts-and-development/revitalising-central-dandenong> for more information or phone Urban Renewal Authority on 8317 3400.

Important Notes:

1. This certificate may be updated verbally within a period of 90 days from date of issue. It should be noted that Council will only be held responsible for information given in writing. (ie. A new certificate and not information provided or confirmed verbally.)
2. Interest will continue to accrue at the rate fixed under Section 2 of the Penalty Interest Rates Act 1983 until such time as payment of outstanding rates and charges is made. Interest on overdue moneys is updated at the end of each month.
3. Balances shown are subject to the clearance of cheques etc....

For further information, please contact Council's Property Revenue Department on ☎ (03) 8571 5128

It is acknowledged that Council has received the sum of thirty dollars and sixty cents (\$30.60) being the fee for this Certificate.

I hereby certify that as at the date of issue, the information given in the Certificate is a true and correct disclosure of the rates and other monies and interest payable to the "City of Greater Dandenong" together with any notices or orders referred to in this Certificate.

Authorised Officer



Sally Wright,
Rates and Revenue Coordinator

Victorian Statewide Conveyancing Pty
Ltd
E-mail: jo@victorianstatewide.com.au

Statement for property:
21 RODD STREET DANDENONG 3175

REFERENCE NO.	YOUR REFERENCE	DATE OF ISSUE	CASE NUMBER
47J//09378/25	20242261	08 OCTOBER 2025	50487764

1. Statement of Fees Imposed

The property is classified as a serviced property with respect to charges which as listed below in the Statement of Fees.

(a) By Other Authorities

Parks Victoria - Parks Service Charge	01/10/2025 to 31/12/2025	\$22.45
Melbourne Water Corporation Total Service Charges	01/10/2025 to 31/12/2025	\$31.25

(b) By South East Water

Water Service Charge	01/10/2025 to 31/12/2025	\$21.97
Sewerage Service Charge	01/10/2025 to 31/12/2025	\$100.41
Subtotal Service Charges		\$176.08
Usage Charges*	Billed until 8/8/2025	\$275.90
Arrears		\$176.05
TOTAL UNPAID BALANCE		\$628.03

- The meter at the property was last read on 08/08/2025. Fees accrued since that date may be estimated by reference to the following historical information about the property:

Water Usage Charge **\$2.49 per day**

- Financial Updates (free service) are only available online please go to (type / copy the complete address shown below): <https://secureapp.southeastwater.com.au/PropertyConnect/#/order/info/update>

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

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

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

AUTHORISED OFFICER:



LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

- 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.
- Updates of rates and other charges will only be provided for up to six months from the date of this statement.
- If this property has recently been subdivided from a "parent" title, there may be service or other charges owing on the "parent" which will be charged to this property, once sold, that do not appear on this statement. You must contact us to see if there are any such charges as they may be charged to this property on sale and should therefore be adjusted with the owner of the parent title beforehand.
- 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 (General) Regulations 2021, please include the Reference Number set out above in that Notice.
- Fees relating to the property may change from year-to-year in accordance with the Essential Service Commission's Price Determination for South East Water.
- Every fee referred to above is a charge against the property and will be recovered from a purchaser of the property if it is not paid by the vendor.
- Information about when and how outstanding fees may be paid, collected and recovered is set out in the Essential Services Commission's Customer Service Code, Urban Water Businesses.
- If this Statement only sets out rates and fees levied by Parks Victoria and Melbourne Water, the property may not be connected to South East Water's works. To find out whether the property is, or could be connected upon payment of the relevant charges, or whether it is separately metered, telephone 131 694.
- For a new connection to our water or sewer services, fees / charges will be levied.

2. Encumbrance Summary

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

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

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

AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

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.

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.

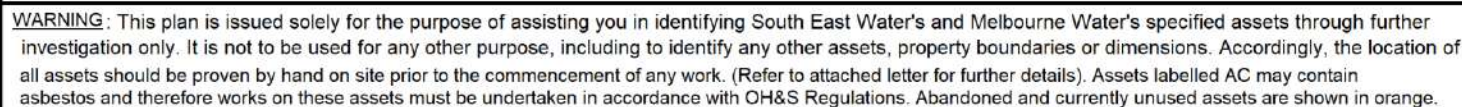
AUTHORISED OFFICER:

A handwritten signature in black ink, appearing to read "Lara Salembier".

LARA SALEMBIER
GENERAL MANAGER
CUSTOMER EXPERIENCE

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

Date: 08OCTOBER2025

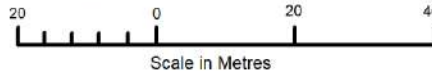


- Melbourne Water Assets
- | | | | | | |
|--|------------------|---|-------------------|---|------------------------|
| | Sewer Main | | Underground Drain | | Natural Waterway |
|  | Maintenance Hole |  | Channel Drain |  | Underground Drain M.H. |

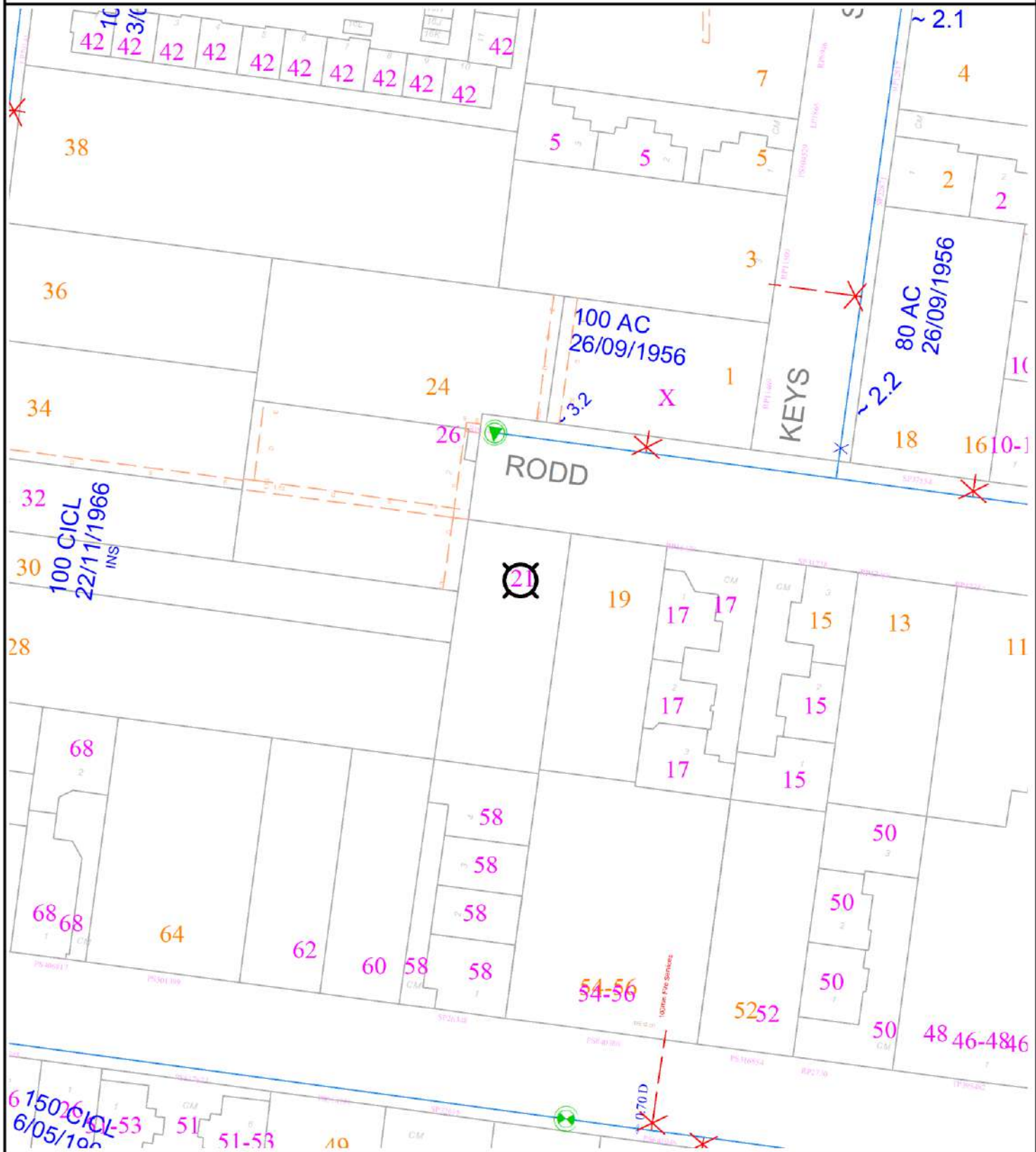


Property: 21 RODD STREET DANDENONG 3175

Case Number: 50487764

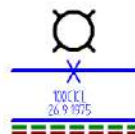


Date: 08OCTOBER2025



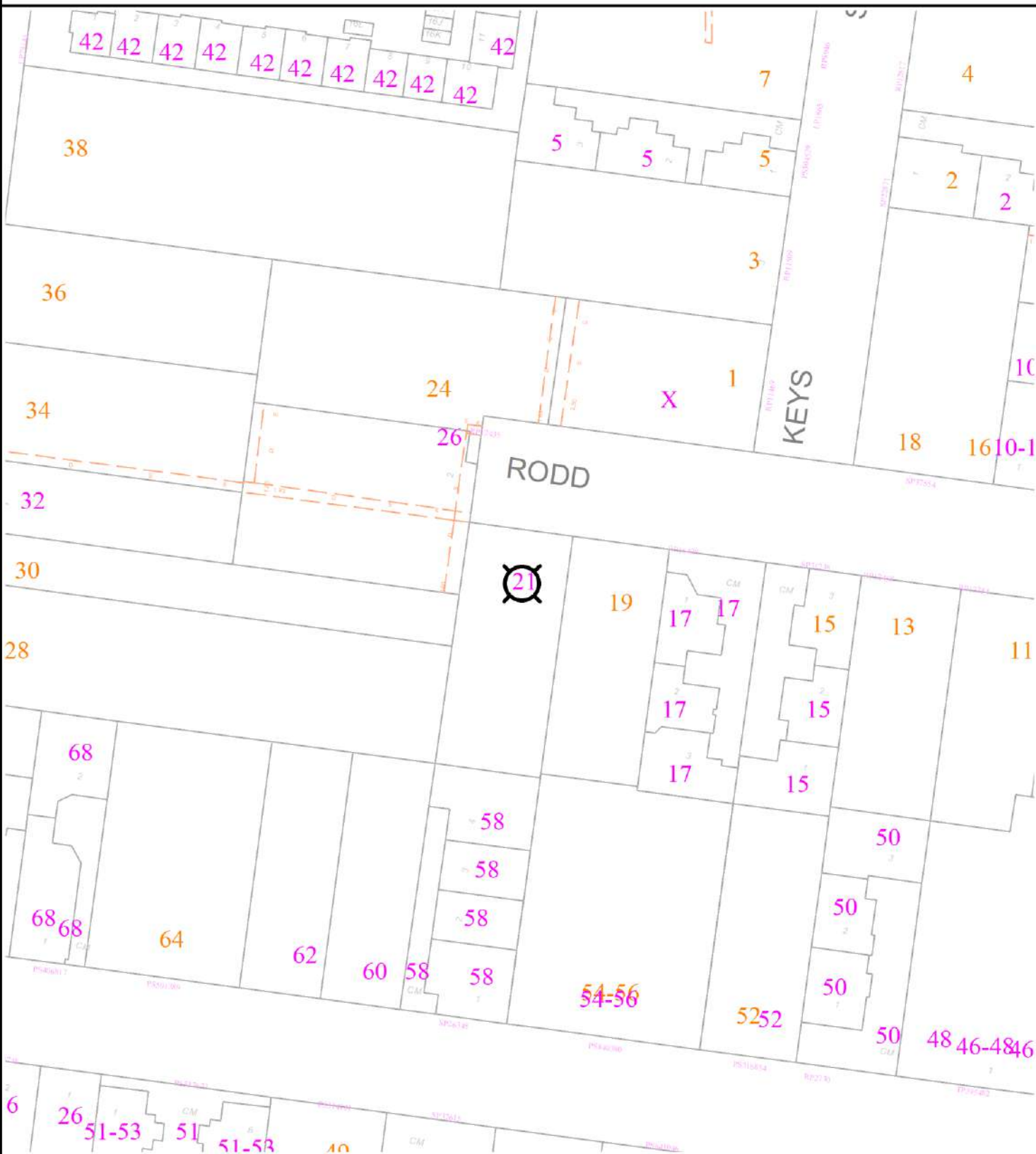
LEGEND

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



- Subject Property
- Water Main Valve
- Water Main & Services

- Hydrant
- Fireplug/Washout
- Offset from Boundary



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

LEGEND

— Title/Road Boundary

- - - - - Proposed Title/Road

- - - - - Easement



100 CCL
26.9.1975

Subject Property

Recycled Water Main Valve

Recycled Water Main & Services



Hydrant



Fireplug/Washout



Offset from Boundary

Property Clearance Certificate

Land Tax



VICTORIAN STATEWIDE CONVEYANCING

Your Reference:	20242261
Certificate No:	93609162
Issue Date:	08 OCT 2025
Enquiries:	ESYSPROD

Land Address: 21 RODD STREET DANDENONG VIC 3175

Land Id	Lot	Plan	Volume	Folio	Tax Payable
1239361			3461	41	\$0.00

Vendor: RODD DANDENONG PTY LTD
Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
A01 UNIT TRUST	2025	\$980,000	\$0.00	\$0.00

Comments: Property is exempt: LTX Low Cost Accomodation.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$1,010,000
SITE VALUE (SV):	\$980,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 93609162

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$4,530.00

Taxable Value = \$980,000

Calculated as \$2,250 plus (\$980,000 - \$600,000) multiplied by 0.600 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$10,100.00

Taxable Value = \$1,010,000

Calculated as \$1,010,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 93609162

Telephone & Internet Banking - BPAY®

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

www.bpay.com.au

CARD



Ref: 93609162

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



VICTORIAN STATEWIDE CONVEYANCING

Your Reference:	20242261
Certificate No:	93609162
Issue Date:	08 OCT 2025
Enquires:	ESYSPROD

Land Address: 21 RODD STREET DANDENONG VIC 3175					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
1239361			3461	41	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
130	N/A	N/A	N/A	The AVPCC allocated to the land is not a qualifying use.	

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$1,010,000
SITE VALUE:	\$980,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93609162

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



VICTORIAN STATEWIDE CONVEYANCING

Your Reference:	20242261
Certificate No:	93609162
Issue Date:	08 OCT 2025

Land Address: 21 RODD STREET DANDENONG VIC 3175

Lot	Plan	Volume	Folio
		3461	41

Vendor: RODD DANDENONG PTY LTD

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 93609162

Power to issue Certificate

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

Amount shown on Certificate

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

Windfall gains tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on windfall gains tax to a purchaser

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

General information

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

Windfall Gains Tax - Payment Options

BPAY  Billers Code: 416073 Ref: 93609162 Telephone & Internet Banking - BPAY® Contact your bank or financial institution to make this payment from your cheque, savings, debit or transaction account. www.bpay.com.au	CARD  Ref: 93609162 Visa or Mastercard Pay via our website or phone 13 21 61. A card payment fee applies. sro.vic.gov.au/payment-options	Important payment information Windfall gains tax payments must be made using only these specific payment references. Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.
--	---	--

14 October 2025

Secure Electronic Registries Pty Ltd

Building Certificate 51 (1)

Ref No: 78358518-013-7

Agent Ref: SEARCH-1759892221-IZZ5C

**Re: 21 Rodd Street DANDENONG VIC 3175
Lot 1 TP 546632 Part Por 33 Vol 3461 Fol 041**

In response to your request for property information 51 please find as follows.

PART 51 (1)

No Building Particulars under Council records for the last ten years.

<i>Statements under Reg 64(1)</i>	<i>No</i>	<i>Statements under Reg 231</i>	<i>No</i>
-----------------------------------	-----------	---------------------------------	-----------

- This property is not subject to any notices and/or orders or the like under the Building Act 1993.
- This advice does not cover possible covenants or 173 agreements which may affect this property.
- As of 1 December 2019, all pools and spas must be registered with council and a compliance certificate provided confirming that the existing pool barrier is compliant with the relevant Australian standards.

Commercial Notes

The maintenance of 'Essential Services' in all Commercial premises is required pursuant to Part 15 of Building Regulations 2018. Owner/Occupiers should be made aware of the obligations for the Health and Safety of building occupiers. Maintenance is required on a regular basis to ensure effective operation of equipment.

- **CIL Levy (Keysborough South Community Infrastructure) is not applicable to this property.**

Information for Central Dandenong

- Development Victoria Central Dandenong recovery Charge may be payable on the property.
- For a list of properties within the Dandenong Declared Project Area and information for Building Surveyors on the Infrastructure Recovery Charge (IRC) is available at www.revitalisingcentraldandenong.com.au

Building Services Team



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Victorian Statewide Conveyancing, care of Landchecker
Level 1, 49-51 Stead Street
SOUTH MELBOURNE 3205

Client Reference: SEARCH-1759892221-IZZ5C

NO PROPOSALS. As at the 8th October 2025, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

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

21 RODD STREET, DANDENONG 3175
CITY OF GREATER DANDENONG

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

Date of issue: 8th October 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78358518 - 78358518135704
'SEARCH-1759892221-IZZ5C'

Rooming house agreement



Residential Tenancies Amendment Act 2018 Section 93A(2)(b)
Residential Tenancies Regulations 2021 Regulation 38

This is your rooming house agreement. It is a binding contract under the *Residential Tenancies Act 1997* (the Act). Please refer to the rights and obligations outlined at the end of this form.

Do not sign this agreement if there is anything that you do not understand. Please refer to Rooming House Residents Guide for details about your rights and responsibility. For further information visit the renting section of the Consumer Affairs website at www.consumer.vic.gov.au/renting or call 1300 55 81 81.

Part A – Basic terms

This agreement is between the rooming house operator and the resident(s) listed on this form.

1 Date of agreement

This is the date the agreement is signed

16/08/2024

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

2 Premises let by the rooming house operator: RODD DANDENONG PTY LTD

Address of rooming house (include room number)

Room number: One (1)	Street address: 21 Rodd Street
Suburb: Dandenong	Postcode: 3175

Items let with the room (if any)

- Wardrobe x 1
- Bed/Mattress x 1
- Curtains on the Window
- Bar Fridge x 1

3 Rooming house operator details

Full name

RODD DANDENONG PTY LTD

Address for service

c/o 495 Warrigal Rd, Ashwood

Postcode 3147

(if no agent is acting for the rooming house operator)

AK

Phone number

ABN/ACN (if applicable)

Email address

Rooming house operator's agent's details (if applicable)

Full name

Address Postcode

Phone number

ABN/ACN (if applicable)

Email address

Note: The rooming house operator must notify the resident within 7 days if any of this information changes

4 Resident(s) details

Full name of resident 1

Current address Postcode

Phone number

Email address

Full name of resident 2

Current address Postcode

Phone number

Email address

5 Length of the agreement

Fixed term agreement: 12 months Start date End date

6 Rent

Rent amount (\$) fortnightly

(charged under this agreement)

To be paid per ☐ week ☒ fortnight Yes

Day rent is to be paid

(e.g. each Thursday)

Date first rent payment due

Note: The rooming house operator cannot ask for the resident(s) to pay rent more than 14 days in advance.

7 Bond

The resident has been asked to pay the bond specified below.

The bond must not be more than 28 days' rent if the agreement has a fixed term. In any other case, the maximum bond is 14 days' rent.

The rooming house operator or agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA).

The bond must be lodged within 10 business days after receiving payment. The RTBA will send the resident a receipt for the bond.

If the resident does not receive a receipt within 15 business days from when they paid the bond, they can:

- Email the RTBA at rtba@justice.vic.gov.au, or

AK

- call the RTBA at 1300 13 71 64.

Bond amount (\$)

\$840

Date bond payment due

12/08/2024

8 Rooming house operator's preferred method of rent payment

- The rooming house operator must permit a fee free (other than the resident's own bank fees) payment method and must allow the resident(s) to use Centrepay or another form of electronic funds transfer.
- The rooming house operator must tell the resident(s) about any costs (such as transaction fees) related to the payment method.
- The rooming house operator and resident may change the payment method by agreement.
- The resident is entitled to receive a receipt from the operator confirming payment of rent.

(Rooming house operator to tick available methods of rent payment)

☐ direct debit

☒ bank deposit
Yes

☐ cash

☐ cheque or money order

☐ BPAY

☐ other electronic form of payment, including Centrepay

Payment details (if applicable) for bank deposit:

Account: Harcourts Ashwood trust Account
Address: 495 Warrigal Road, Ashwood, VIC 3147
BSB: 063-112
Account No: 10582852
Bank: Commonwealth Bank of Australia
Reference: Room1 / 21 Rodd St

9 Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The rooming house resident and rooming house operator must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rooming house resident and rooming house operator must immediately notify the other party in writing if their contact details change.

9.1 Does the rooming house operator agree to the service of notices and other documents by electronic methods, such as email?

The rooming house operator must complete this section before giving the agreement to the resident.

(Rooming house operator to tick as appropriate)

☒ Yes, insert email address, mobile phone number or other electronic contact details

Yes: rentals.ashwood@harcourts.com.au

☐ No

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

(Resident to tick as appropriate)

☒ Yes, insert email address, mobile phone number or other electronic contact details

Yes: aaronklarich@yahoo.com.au

☐ No

- The rooming house operator must ensure that the room and facilities are provided and maintained in good repair.
- If there is a need for an urgent repair, the resident should notify the rooming house operator in writing.
- For further information on seeking repairs see **Part B** below.

Details of person the resident should contact for an urgent repair (Rooming house operator to insert details).

Emergency contact name Sophia Cong

Phone number 0419 287 282

Email address Rentals.ashwood@harcourts.com.au

11 Professional cleaning

The rooming house operator must not require the resident to arrange professional cleaning at the end of the residency, unless this is needed to restore the room to the condition it was in before the resident moved in, allowing for fair wear and tear.

12 Condition report

The resident must be given two copies of the condition report (or one emailed copy) on or before the date the resident moves in.

(Rooming house operator to tick as appropriate)

☐ A condition report has been provided to the resident

☒ A condition report will be provided to the resident on or before the date the agreement starts - Yes

13 Additional Terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Residential Tenancies Act 1997 (the Act).

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms. Such terms will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

AK

Condition:

- This is rooming house, residents share communal kitchen, bathroom, toilet, laundry.
- Renters accept current condition of Room 1 (One) as inspected.
- Bar fridge is available for this room, bill will be included in the rent.

Note: If you need extra space, attach a separate sheet. Both the rooming house operator and resident(s) should sign and date all attachments.

14 Signatures

This agreement is made under the *Residential Tenancies Act 1997*.

Before signing you must read the relevant information in *Rights and Obligations* on pages 6 and 7 of this form.

Rooming house operator

Signature of rooming house operator

Settle Real Estate Pty Ltd Trading as Harcourts Ashwood
ACN: 634 780 975

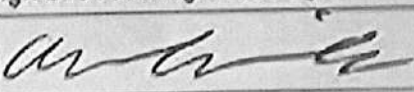
Date

15/8/2024
495 Warrigal Road, Ashwood VIC 3147
PH: (03) 9280 9886

Resident(s)

All residents listed must sign this rooming house agreement.

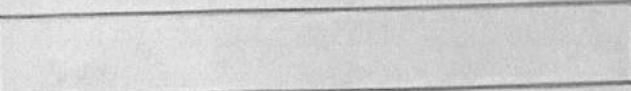
Signature of resident 1

 X

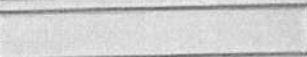
Date

15-8-2024 X

Signature of resident 2



Date



Note: Each resident who is a party to the agreement must sign and date the agreement. If there are more than two residents include details on an extra page.

AK

Part B - Rights and obligations

This is a summary of selected rights and obligations of residents and rooming house operators under the *Residential Tenancies Act 1997* (the Act). In addition to this, the rooming house operator must give the resident a summary of their rights and duties and a copy of the house rules. These must also be displayed in the resident's room. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

Use of the premises

The resident(s):

- has a right to reside in their room and use the facilities of the rooming house.
- has an exclusive right to live in the room unless the rooming house operator gives notice before they move in that the room will be shared or the resident agrees to share the room.
- is entitled to quiet enjoyment of the premises and must not do anything to disturb the privacy and peace and quiet of other residents.
- must use the room for residential purposes only and not illegal purposes.
- must keep and leave their room reasonably clean.

Shared rooms

The resident(s):

- has the right to receive written notice confirming if they are sharing their room or are an exclusive occupant.
- has the right to have their rent reduced if they agree to have more people in their room.

Condition of the premises

The rooming house operator

- must ensure that the room complies with any applicable rooming house standards including having windows with coverings for privacy that can be opened and closed and at least two working power outlets, and is vacant and reasonably clean when the resident(s) moves in.
For further information please see www.consumer.vic.gov.au/housing/renting/types-of-rental-agreements/sharing-in-a-rooming-house/minimum-standards-in-rooming-houses
- must ensure that the rooming house and its rooms are maintained in good repair.
- must ensure that the resident(s) has access to food preparation facilities such as oven and cook-top which are in good working order.
- must ensure that the rooming house meets public health and wellbeing laws such as providing at least one toilet for every ten people.

The resident(s):

- must be given two copies of the condition report (or 1 electronic copy) specifying the state of repair and general condition of the room before it was occupied
- must not remove, deactivate or interfere with safety devices on the premises.

Modifications

The resident(s):

- must seek the rooming house operator's written consent before installing any other fixtures, altering or renovating or making additions to the room.

The rooming house operator:

- must not unreasonably refuse consent for modifications which are reasonable alterations under the *Equal Opportunity Act 2010* which an occupational therapist or similar practitioner has said the resident needs.

Locks

- The rooming house operator must make sure the room has:
 - a door that can be locked by a key from the outside and unlocked from inside without a key (this includes cards or codes for digital locks where applicable).

Repairs

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

Urgent repairs

Section 3 of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

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

The rooming house operator must carry out urgent repairs after being notified.

A resident may arrange for urgent repairs to be done if the resident has taken reasonable steps to arrange for the rooming house operator to immediately do the repairs and the rooming house operator has not carried out the repairs.

If the resident has arranged for urgent repairs, the resident may be reimbursed directly by the rooming house operator for the reasonable cost of repairs up to \$2,500.

The resident may apply to VCAT for an order requiring the rooming house operator to carry out urgent repairs if:

- a) the resident cannot meet the cost of the repairs; or
- b) the cost of repairs is more than \$2,500; or

- c) the rooming house operator will not pay the cost of repairs if it is carried out by the resident.

Non-urgent repairs

- The resident(s) must notify the rooming house operator in writing as soon as practicable of:
 - damage to the premises
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rooming house operator.
- The rooming house operator must carry out non-urgent repairs in a reasonable time.
- The resident(s) can apply to VCAT for an order requiring the rooming house operator to do the repairs if the rooming house operator has not done the repairs within 14 days after receiving the notice.

Rent

- The rooming house operator must give the resident(s) at least 60 days notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rooming house operator does not provide a receipt for rent, the resident may request a receipt.
- The rooming house operator must not hold or dispose of goods even if the resident owes rent.

Access and entry

- The rooming house operator can enter the premises:
 - where the resident(s) agrees to the entry
 - where access is required to save life or property
 - to provide necessary services at a time provided in the house rules
 - to show the rooming house to a prospective buyer or lender, or a prospective resident(s)
 - if they believe the resident(s) has failed to follow their duties under the Act
 - to inspect the room (provided entry has not been made for this purpose within the last 4 weeks).
- The resident(s) must allow entry to the premises where the rooming house operator has followed proper procedure – this includes providing the resident(s) with a written notice of entry.

Pets

The resident(s) must seek consent from the rooming house operator before keeping a pet, other than an assistance dog, on the premises.

AK

Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call Consumer Affairs Victoria on 1300 55 81 81.

Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمات محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarını ve size bir Danışma Memuru ile görüşmelerini isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha
Fiktooriya tel: 1300 55 81 81.

Chinese 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450（祇花費一個普通電話費），讓他們幫您接通維多利亞消費者事務處（Consumer Affairs Victoria）的信息官員，電話：1300 55 81 81。

Serbian Ako vam je teško da razumete engleski, nazovite Službu prevodioca i tumača (Translating and Interpreting Service – TIS) na 131 450 (po cenu lokalnog poziva) i zamolite ih da vas povežu sa Službenikom za informacije (Information Officer) u Viktorijskoj Službi za potrošačka pitanja (Consumer Affairs Victoria) na 1300 55 81 81.

Amharic በእንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ስልክ ጥሪ ሂሳብ) በመደወል ለቪ.ኤች.ሪያ ደንበኞች ጉዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኙዎት መጠየቅ።

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره 131 450 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

Croatian Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

Ak

Rooming house agreement

Residential Tenancies Amendment Act 2018 Section 93A(2)(b)
Residential Tenancies Regulations 2021 Regulation 38

This is your rooming house agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act). Please refer to the rights and obligations outlined at the end of this form.

Do not sign this agreement if there is anything that you do not understand. Please refer to [Rooming House Residents Guide](#) for details about your rights and responsibility. For further information visit the renting section of the Consumer Affairs website at www.consumer.vic.gov.au/renting or call 1300 55 81 81.

Part A – Basic terms

This agreement is between the rooming house operator and the resident(s) listed on this form.

1 Date of agreement

This is the date the agreement is signed

22/11/2024

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

2 Premises let by the rooming house operator: RODD DANDENONG PTY LTD

Address of rooming house (include room number)

Room number: Two (2)	Street address: 21 Rodd Street
Suburb: Dandenong	Postcode: 3175

Items let with the room (if any)

- Curtains on the Window
- White chair x 1

3 Rooming house operator details

Full name

RODD DANDENONG PTY LTD

Address for service
(if no agent is acting for
the rooming house
operator)

c/o: 8A Blackburn Road, Blackburn. VIC 3130

Postcode 3130

Phone number

ABN/ACN (if applicable)

Email address

Rooming house operator's agent's details (if applicable)

Full name

Address Postcode

Phone number

ABN/ACN (if applicable)

Email address

Note: The rooming house operator must notify the resident within 7 days if any of this information changes

4 Resident(s) details

Full name of **resident 1**

Current address Postcode

Phone number

Email address

Full name of **resident 2**

Current address Postcode

Phone number

Email address

5 Length of the agreement

Fixed term agreement: 6 months Start date End date

6 Rent

Rent amount (\$) fortnightly
(charged under this agreement)

To be paid per ☐ week ☒ fortnight Yes

Day rent is to be paid
(e.g. each Thursday)

Date first rent payment due

Note: The rooming house operator cannot ask for the resident(s) to pay rent more than 14 days in advance.

7 Bond

The resident has been asked to pay the bond specified below.

The bond must not be more than 28 days' rent if the agreement has a fixed term. In any other case, the maximum bond is 14 days' rent.

The rooming house operator or agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the resident a receipt for the bond.

If the resident does not receive a receipt within **15 business days** from when they paid the bond, they can:

- Email the RTBA at rtba@justice.vic.gov.au, or

- call the RTBA at 1300 13 71 64.

Bond amount (\$)

Date bond payment due

8 Rooming house operator's preferred method of rent payment

- The rooming house operator must permit a fee free (other than the resident's own bank fees) payment method and must allow the resident(s) to use Centrepay or another form of electronic funds transfer.
- The rooming house operator must tell the resident(s) about any costs (such as transaction fees) related to the payment method.
- The rooming house operator and resident may change the payment method by agreement.
- The resident is entitled to receive a receipt from the operator confirming payment of rent.

(Rooming house operator to tick available methods of rent payment)

☐ direct debit ☒ bank deposit ☐ cash ☐ cheque or money order ☐ BPAY
Yes

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

Account: Harcourts Blackburn Trust Account
Address: 8A Blackburn Road, Blackburn. VIC 3130
BSB: 063 225
Account: 1060 7621
Reference: Room 2 / 21 Rodd St

9 Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The rooming house resident and rooming house operator must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rooming house resident and rooming house operator must immediately notify the other party in writing if their contact details change.

9.1 Does the rooming house operator agree to the service of notices and other documents by electronic methods, such as email?

The rooming house operator must complete this section before giving the agreement to the resident.

(Rooming house operator to tick as appropriate)

☒ Yes, insert email address, mobile phone number or other electronic contact details
☐ No

Yes: rentals.ashwood@harcourts.com.au

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

(Resident to tick as appropriate)

☒ Yes, insert email address, mobile phone number or other electronic contact details
☐ No

Yes: omahu.fhg@gmail.com

10 Urgent repairs

- The rooming house operator must ensure that the room and facilities are provided and maintained in good repair.
- If there is a need for an urgent repair, the resident should notify the rooming house operator in writing.
- For further information on seeking repairs see **Part B** below.

Details of person the resident should contact for an urgent repair (Rooming house operator to insert details).

Emergency contact name	Andy Shi
Phone number	0478 838 167
Email address	Andy.shi@harcourts.com.au

11 Professional cleaning

The rooming house operator must not require the resident to arrange professional cleaning at the end of the residency, unless this is needed to restore the room to the condition it was in before the resident moved in, allowing for fair wear and tear.

12 Condition report

The resident must be given two copies of the condition report (or one emailed copy) on or before the date the resident moves in.

(Rooming house operator to tick as appropriate)

☐ A condition report has been provided to the resident

☒ A condition report will be provided to the resident on or before the date the agreement starts - Yes

13 Additional Terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Residential Tenancies Act 1997 (the Act).

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms. Such terms will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

Condition:

- This is rooming house, residents share communal kitchen, bathroom, toilet, laundry.
- Renters accept current condition of Room 2 (Two) as inspected.
- No Bed.

Note: If you need extra space, attach a separate sheet. Both the **rooming house operator** and **resident(s)** should sign and date all attachments.

14 Signatures

This agreement is made under the ***Residential Tenancies Act 1997***.

Before signing you must read the relevant information in **Rights and Obligations** on pages 6 and 7 of this form.

Rooming house operator

Signature of rooming
house operator

CP

Date

25/11/2024

Resident(s)

All residents listed must sign this rooming house agreement.

Signature of resident 1

[Signature]

X

Date

22/11/2024

X

Signature of resident 2

Date

Note: Each resident who is a party to the agreement must sign and date the agreement. If there are more than two residents include details on an extra page.

Part B - Rights and obligations

This is a summary of selected rights and obligations of residents and rooming house operators under the **Residential Tenancies Act 1997** (the Act). In addition to this, the rooming house operator must give the resident a summary of their rights and duties and a copy of the house rules. These must also be displayed in the resident's room. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

Use of the premises

The resident(s):

- has a right to reside in their room and use the facilities of the rooming house.
- has an exclusive right to live in the room unless the rooming house operator gives notice before they move in that the room will be shared or the resident agrees to share the room.
- is entitled to quiet enjoyment of the premises and must not do anything to disturb the privacy and peace and quiet of other residents.
- must use the room for residential purposes only and not illegal purposes.
- must keep and leave their room reasonably clean.

Shared rooms

The resident(s):

- has the right to receive written notice confirming if they are sharing their room or are an exclusive occupant.
- has the right to have their rent reduced if they agree to have more people in their room.

Condition of the premises

The rooming house operator:

- must ensure that the room complies with any applicable rooming house standards including having windows with coverings for privacy that can be opened and closed and at least two working power outlets, and is vacant and reasonably clean when the resident(s) moves in.
For further information please see www.consumer.vic.gov.au/housing/renting/types-of-rental-agreements/sharing-in-a-rooming-house/minimum-standards-in-rooming-houses
- must ensure that the rooming house and its rooms are maintained in good repair.
- must ensure that the resident(s) has access to food preparation facilities such as oven and cook-top which are in good working order.
- must ensure that the rooming house meets public health and wellbeing laws such as providing at least one toilet for every ten people.

The resident(s):

- must be given two copies of the condition report (or 1 electronic copy) specifying the state of repair and general condition of the room before it was occupied.
- must not remove, deactivate or interfere with safety devices on the premises.

Modifications

The resident(s):

- must seek the rooming house operator's written consent before installing any other fixtures, altering or renovating or making additions to the room.

The rooming house operator:

- must not unreasonably refuse consent for modifications which are reasonable alterations under the *Equal Opportunity Act 2010* which an occupational therapist or similar practitioner has said the resident needs.

Locks

- The rooming house operator must make sure the room has:
 - a door that can be locked by a key from the outside and unlocked from inside without a key (this includes cards or codes for digital locks where applicable).

Repairs

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

Urgent repairs

Section 3 of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

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

The rooming house operator must carry out urgent repairs after being notified.

A resident may arrange for urgent repairs to be done if the resident has taken reasonable steps to arrange for the rooming house operator to immediately do the repairs and the rooming house operator has not carried out the repairs.

If the resident has arranged for urgent repairs, the resident may be reimbursed directly by the rooming house operator for the reasonable cost of repairs up to \$2,500.

The resident may apply to VCAT for an order requiring the rooming house operator to carry out urgent repairs if:

- a) the resident cannot meet the cost of the repairs; or
- b) the cost of repairs is more than \$2,500; or

- c) the rooming house operator will not pay the cost of repairs if it is carried out by the resident.

Non-urgent repairs

- The resident(s) must notify the rooming house operator in writing as soon as practicable of:
 - damage to the premises
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rooming house operator.
- The rooming house operator must carry out non-urgent repairs in a reasonable time.
- The resident(s) can apply to VCAT for an order requiring the rooming house operator to do the repairs if the rooming house operator has not done the repairs within 14 days after receiving the notice.

Rent

- The rooming house operator must give the resident(s) at least 60 days notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rooming house operator does not provide a receipt for rent, the resident may request a receipt.
- The rooming house operator must not hold or dispose of goods even if the resident owes rent.

Access and entry

- The rooming house operator can enter the premises:
 - where the resident(s) agrees to the entry
 - where access is required to save life or property
 - to provide necessary services at a time provided in the house rules
 - to show the rooming house to a prospective buyer or lender, or a prospective resident(s)
 - if they believe the resident(s) has failed to follow their duties under the Act
 - to inspect the room (provided entry has not been made for this purpose within the last 4 weeks).
- The resident(s) must allow entry to the premises where the rooming house operator has followed proper procedure – this includes providing the resident(s) with a written notice of entry.

Pets

The resident(s) must seek consent from the rooming house operator before keeping a pet, other than an assistance dog, on the premises.

Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call Consumer Affairs Victoria on **1300 55 81 81**.

Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمات محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarını ve size bir Danışma Memuru ile görüşturmelerini isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha
Fiktooriya tel: 1300 55 81 81.

Chinese 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450（祇花費一個普通電話費），讓他們幫您接通維多利亞消費者事務處（Consumer Affairs Victoria）的信息官員，電話：1300 55 81 81。

Serbian Ako vam je teško da razumete engleski, nazovite Službu prevodilaца и тумача (Translating and Interpreting Service – TIS) на 131 450 (по цену локалног позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

Amharic በአንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ስልክ ጥሪ ሂሳብ) በመደወል ለሲክሩሪያ ደንበኞች ጉዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኝዎት መጠየቅ።

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره 131 450 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

Croatian Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

Rooming house agreement



Residential Tenancies Amendment Act 2018 Section 93A(2)(b)
Residential Tenancies Regulations 2021 Regulation 38

This is your rooming house agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act). Please refer to the rights and obligations outlined at the end of this form.

Do not sign this agreement if there is anything that you do not understand. Please refer to [Rooming House Residents Guide](#) for details about your rights and responsibility. For further information visit the renting section of the Consumer Affairs website at www.consumer.vic.gov.au/renting or call 1300 55 81 81.

Part A – Basic terms

This agreement is between the rooming house operator and the resident(s) listed on this form.

1 Date of agreement

This is the date the agreement is signed

24/06/2024

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

2 Premises let by the rooming house operator: RODD DANDENONG PTY LTD

Address of rooming house (include room number)

Room number: Three (3) Street address: 21 Rodd Street

Suburb: Dandenong

Postcode: 3175

Items let with the room (if any)

- Mattress and base x 1 set
- Curtains on the Window
- White chair x 1
- Wardrobe
- Chairs
- Desk

3 Rooming house operator details

Full name

RODD DANDENONG PTY LTD

Address for service

c/o: 495 Warrigal Rd, Ashwood

Postcode 3147

(if no agent is acting for the rooming house operator)

Phone number
ABN/ACN (if applicable)
Email address

Rooming house operator's agent's details (if applicable)

Full name
Address Postcode
Phone number
ABN/ACN (if applicable)
Email address

Note: The rooming house operator must notify the resident within 7 days if any of this information changes

4 Resident(s) details

Full name of resident 1
Current address Postcode
Phone number
Email address
Full name of resident 2
Current address Postcode
Phone number
Email address

5 Length of the agreement

Fixed term agreement: 6 months Start date End date

6 Rent

Rent amount (\$) fortnightly Yes
(charged under this agreement)
To be paid per ☐ week ☒ fortnight Yes
Day rent is to be paid
(e.g. each Thursday)
Date first rent payment due

Note: The rooming house operator cannot ask for the resident(s) to pay rent more than 14 days in advance.

7 Bond

The resident has been asked to pay the bond specified below.

The bond must not be more than 28 days' rent if the agreement has a fixed term. In any other case, the maximum bond is 14 days' rent.

The rooming house operator or agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the resident a receipt for the bond.

If the resident does not receive a receipt within 15 business days from when they paid the bond, they can:

- Email the RTBA at rtba@justice.vic.gov.au, or

- call the RTBA at 1300 13 71 64.

Bond amount (\$)

\$1000

Date bond payment due

20/06/2024

8 Rooming house operator's preferred method of rent payment

- The rooming house operator must permit a fee free (other than the resident's own bank fees) payment method and must allow the resident(s) to use Centrepay or another form of electronic funds transfer.
- The rooming house operator must tell the resident(s) about any costs (such as transaction fees) related to the payment method.
- The rooming house operator and resident may change the payment method by agreement.
- The resident is entitled to receive a receipt from the operator confirming payment of rent.

(Rooming house operator to tick available methods of rent payment)

☐ direct debit

☒ bank deposit
Yes

☐ cash

☐ cheque or money order

☐ BPAY

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

Account: Harcourts Ashwood trust Account
Address: 495 Warrigal Road, Ashwood, VIC 3147
BSB:063-112
Account No: 10582852
Bank: Commonwealth Bank of Australia
Reference: Room1 / 21 Rodd St

9 Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The rooming house resident and rooming house operator must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rooming house resident and rooming house operator must immediately notify the other party in writing if their contact details change.

9.1 Does the rooming house operator agree to the service of notices and other documents by electronic methods, such as email?

The rooming house operator must complete this section before giving the agreement to the resident.

(Rooming house operator to tick as appropriate)

☐ Yes, insert email address, mobile phone number or other electronic contact details

Yes: rentals.ashwood@harcourts.com.au

☐ No

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

(Resident to tick as appropriate)

☒ Yes, insert email address, mobile phone number or other electronic contact details

Yes:

☐ No

10 Urgent repairs

- The rooming house operator must ensure that the room and facilities are provided and maintained in good repair.
- If there is a need for an urgent repair, the resident should notify the rooming house operator in writing.
- For further information on seeking repairs see **Part B** below.

Details of person the resident should contact for an urgent repair (Rooming house operator to insert details).

Emergency contact name	Sophia Cong
Phone number	0419 287 282
Email address	Rentals.ashwood@harcourts.com.au

11 Professional cleaning

The rooming house operator must not require the resident to arrange professional cleaning at the end of the residency, unless this is needed to restore the room to the condition it was in before the resident moved in, allowing for fair wear and tear.

12 Condition report

The resident must be given two copies of the condition report (or one emailed copy) on or before the date the resident moves in.

(Rooming house operator to tick as appropriate)

☐ A condition report has been provided to the resident

☒ A condition report will be provided to the resident on or before the date the agreement starts - Yes

13 Additional Terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Residential Tenancies Act 1997 (the Act).

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms. Such terms will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

Condition:

- This is rooming house, residents share communal kitchen, bathroom, toilet, laundry.
- Renters accept current condition of Room 3 (Three) as inspected.
- Furnishing as Entry condition report
- Private Shower

Note: If you need extra space, attach a separate sheet. Both the rooming house operator and resident(s) should sign and date all attachments.

14 Signatures

This agreement is made under the *Residential Tenancies Act 1997*.

Before signing you must read the relevant information in **Rights and Obligations** on pages 6 and 7 of this form.

Rooming house operator

Signature of rooming
house operator

Date

Settle Real Estate Pty Ltd Trading as Harcourts Ashwood

ACN: 634 760 975

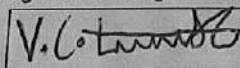
495 Warrigal Road, Ashwood VIC 3147

PH: (03) 9290 9886

Resident(s)

All residents listed must sign this rooming house agreement.

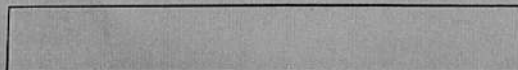
Signature of resident 1

V.C.  LOGAN CASLEY x L.C

Date

25/06/2024 x

Signature of resident 2



Date



Note: Each resident who is a party to the agreement must sign and date the agreement. If there are more than two residents include details on an extra page.

Part B - Rights and obligations

This is a summary of selected rights and obligations of residents and rooming house operators under the **Residential Tenancies Act 1997** (the Act). In addition to this, the rooming house operator must give the resident a summary of their rights and duties and a copy of the house rules. These must also be displayed in the resident's room. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

Use of the premises

The resident(s):

- has a right to reside in their room and use the facilities of the rooming house.
- has an exclusive right to live in the room unless the rooming house operator gives notice before they move in that the room will be shared or the resident agrees to share the room.
- is entitled to quiet enjoyment of the premises and must not do anything to disturb the privacy and peace and quiet of other residents.
- must use the room for residential purposes only and not illegal purposes.
- must keep and leave their room reasonably clean.

Shared rooms

The resident(s):

- has the right to receive written notice confirming if they are sharing their room or are an exclusive occupant.
- has the right to have their rent reduced if they agree to have more people in their room.

Condition of the premises

The rooming house operator:

- must ensure that the room complies with any applicable rooming house standards including having windows with coverings for privacy that can be opened and closed and at least two working power outlets, and is vacant and reasonably clean when the resident(s) moves in.
For further information please see www.consumer.vic.gov.au/housing/renting/types-of-rental-agreements/sharing-in-a-rooming-house/minimum-standards-in-rooming-houses
- must ensure that the rooming house and its rooms are maintained in good repair.
- must ensure that the resident(s) has access to food preparation facilities such as oven and cook-top which are in good working order.
- must ensure that the rooming house meets public health and wellbeing laws such as providing at least one toilet for every ten people.

The resident(s):

- must be given two copies of the condition report (or 1 electronic copy) specifying the state of repair and general condition of the room before it was occupied.
- must not remove, deactivate or interfere with safety devices on the premises.

Modifications

The resident(s):

- must seek the rooming house operator's written consent before installing any other fixtures, altering or renovating or making additions to the room.

The rooming house operator:

- must not unreasonably refuse consent for modifications which are reasonable alterations under the *Equal Opportunity Act 2010* which an occupational therapist or similar practitioner has said the resident needs.

Locks

- The rooming house operator must make sure the room has:
 - a door that can be locked by a key from the outside and unlocked from inside without a key (this includes cards or codes for digital locks where applicable).

Repairs

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

Urgent repairs

Section 3 of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

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

The rooming house operator must carry out urgent repairs after being notified.

A resident may arrange for urgent repairs to be done if the resident has taken reasonable steps to arrange for the rooming house operator to immediately do the repairs and the rooming house operator has not carried out the repairs.

If the resident has arranged for urgent repairs, the resident may be reimbursed directly by the rooming house operator for the reasonable cost of repairs up to \$2,500.

The resident may apply to VCAT for an order requiring the rooming house operator to carry out urgent repairs if:

- a) the resident cannot meet the cost of the repairs; or
- b) the cost of repairs is more than \$2,500; or

- c) the rooming house operator will not pay the cost of repairs if it is carried out by the resident.

Non-urgent repairs

- The resident(s) must notify the rooming house operator in writing as soon as practicable of:
 - damage to the premises
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rooming house operator.
- The rooming house operator must carry out non-urgent repairs in a reasonable time.
- The resident(s) can apply to VCAT for an order requiring the rooming house operator to do the repairs if the rooming house operator has not done the repairs within 14 days after receiving the notice.

Rent

- The rooming house operator must give the resident(s) at least 60 days notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rooming house operator does not provide a receipt for rent, the resident may request a receipt.
- The rooming house operator must not hold or dispose of goods even if the resident owes rent.

Access and entry

- The rooming house operator can enter the premises:
 - where the resident(s) agrees to the entry
 - where access is required to save life or property
 - to provide necessary services at a time provided in the house rules
 - to show the rooming house to a prospective buyer or lender, or a prospective resident(s)
 - if they believe the resident(s) has failed to follow their duties under the Act
 - to inspect the room (provided entry has not been made for this purpose within the last 4 weeks).
- The resident(s) must allow entry to the premises where the rooming house operator has followed proper procedure – this includes providing the resident(s) with a written notice of entry.

Pets

The resident(s) must seek consent from the rooming house operator before keeping a pet, other than an assistance dog, on the premises.

Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call Consumer Affairs Victoria on **1300 55 81 81**.

Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefonda Victoria Tüketici İşleri'ni aramalarınızı ve size bir Danışma Memuru ile görüşturmelerini isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adcega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha
Fiktooriya tel: 1300 55 81 81.

Chinese 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450（祇花費一個普通電話費），讓他們幫您接通維多利亞消費者事務處（Consumer Affairs Victoria）的信息官員，電話：1300 55 81 81。

Serbian Ako vam je teško da razumete engleski, nazovite Službu prevodilaца и тумача (Translating and Interpreting Service – TIS) na 131 450 (po cenu lokalnog poziva) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) na 1300 55 81 81.

Amharic በአንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ስልክ ጥሪ ሂሳብ) በመደወል ለቪ.ኤ.ዲ.ዲ. ደንበኞች ጉዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኝዎት መጠየቅ።

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره 131 450 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

Croatian Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτόριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

Rooming house agreement

Residential Tenancies Amendment Act 2018 Section 93A(2)(b)
Residential Tenancies Regulations 2021 Regulation 38

This is your rooming house agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act). Please refer to the rights and obligations outlined at the end of this form.

Do not sign this agreement if there is anything that you do not understand. Please refer to [Rooming House Residents Guide](#) for details about your rights and responsibility. For further information visit the renting section of the Consumer Affairs website at www.consumer.vic.gov.au/renting or call 1300 55 81 81.

Part A – Basic terms

This agreement is between the rooming house operator and the resident(s) listed on this form.

1 Date of agreement

This is the date the agreement is signed

31 May 2025

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

2 Premises let by the rooming house operator

Address of rooming house (include room number)

Room number 4	Street address: 21 Rodd Street
Suburb	Dandenong
	Postcode 3175

Items let with the room (if any)

- Including: bed/ chairs as entry report

3 Rooming house operator details

Full name

RODD DANDENONG PTY LTD

Address for service
(if no agent is acting for
the rooming house
operator)

c/o: 8A Blackburn Road, Blackburn. VIC 3130

Postcode

3130

Phone number

ABN/ACN (if applicable)

Email address

Rooming house operator's agent's details (if applicable)

Full name

Address Postcode

Phone number

ABN/ACN (if applicable)

Email address

Note: The rooming house operator must notify the resident within 7 days if any of this information changes

4 Resident(s) details

Full name of **resident 1**

Current address Postcode

Phone number

Email address

Full name of **resident 2**

Current address Postcode

Phone number

Email address

5 Length of the agreement

Fixed term agreement Start date End date

6 Rent

Rent amount (\$)
(charged under this agreement)

To be paid per ☐ week ☒ fortnight Yes

Day rent is to be paid
(e.g. each Thursday)

Date first rent payment due

Note: The rooming house operator cannot ask for the resident(s) to pay rent more than 14 days in advance.

7 Bond

The resident has been asked to pay the bond specified below.

The bond must not be more than 28 days' rent if the agreement has a fixed term. In any other case, the maximum bond is 14 days' rent.

The rooming house operator or agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the resident a receipt for the bond.

If the resident does not receive a receipt within **15 business days** from when they paid the bond, they can:

- Email the RTBA at rtba@justice.vic.gov.au, or

- call the RTBA at 1300 13 71 64.

Bond amount (\$)

Date bond payment due

8 Rooming house operator's preferred method of rent payment

- The rooming house operator must permit a fee free (other than the resident's own bank fees) payment method and must allow the resident(s) to use Centrepay or another form of electronic funds transfer.
- The rooming house operator must tell the resident(s) about any costs (such as transaction fees) related to the payment method.
- The rooming house operator and resident may change the payment method by agreement.
- The resident is entitled to receive a receipt from the operator confirming payment of rent.

(Rooming house operator to tick available methods of rent payment)

☐ direct debit ☒ bank deposit ☐ cash ☐ cheque or money order ☐ BPAY
Yes

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

Account name: Harcourts Blackburn Trust A/C
BSB: 063 225 Account: 1060 7621
Bank Reference: Rent-

9 Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The rooming house resident and rooming house operator must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rooming house resident and rooming house operator must immediately notify the other party in writing if their contact details change.

9.1 Does the rooming house operator agree to the service of notices and other documents by electronic methods, such as email?

The rooming house operator must complete this section before giving the agreement to the resident.

(Rooming house operator to tick as appropriate)

☒ Yes, insert email address, mobile phone number or other electronic contact details
☐ No

E: rentals.ashwoodg@harcourts.com.au

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

(Resident to tick as appropriate)

☒ Yes, insert email address, mobile phone number or other electronic contact details
☐ No

E: markmj9@live.com

10 Urgent repairs

- The rooming house operator must ensure that the room and facilities are provided and maintained in good repair.
- If there is a need for an urgent repair, the resident should notify the rooming house operator in writing.

- For further information on seeking repairs see **Part B** below.

Details of person the resident should contact for an urgent repair (Rooming house operator to insert details).

Emergency contact name

Sophia Cong

Phone number

0419 287 282

Email address

rentals.ashwoodg@harcourts.com.au

11 Professional cleaning

The rooming house operator must not require the resident to arrange professional cleaning at the end of the residency, unless this is needed to restore the room to the condition it was in before the resident moved in, allowing for fair wear and tear.

12 Condition report

The resident must be given two copies of the condition report (or one emailed copy) on or before the date the resident moves in.

(Rooming house operator to tick as appropriate)

☐ A condition report has been provided to the resident

☒ A condition report will be provided to the resident on or before the date the agreement starts

13 Additional Terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Residential Tenancies Act 1997 (the Act).

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms. Such terms will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

Condition:

- This is rooming house, residents share communal kitchen, laundry and common facility.
- Renters accept current condition of Room 4 as inspected, no furniture.
- Room 4 is only for the tenant who is on the lease, Guest is not allowed to stay overnight in the property.
- Tenant cannot make nuisance in the property
- tenant needs to clean the communal areas after using it and always keep it clean when you leave.

Note: If you need extra space, attach a separate sheet. Both the **rooming house operator** and **resident(s)** should sign and date all attachments.

14 Signatures

This agreement is made under the **Residential Tenancies Act 1997**.

Before signing you must read the relevant information in **Rights and Obligations** on pages 6 and 7 of this form.

Rooming house operator

Signature of rooming
house operator

SP

Date

2 June 2025

Resident(s)

All residents listed must sign this rooming house agreement.

Signature of resident 1

Mark Anderson -

M. Anderson

X

Date

02 - 06 - 2025

X

Signature of resident 2

Date

Note: Each resident who is a party to the agreement must sign and date the agreement. If there are more than two residents include details on an extra page.

Rent Due date:	
Lease start Date	Tuesday, 3 June 2025
Rent start date	Tuesday, 3 June 2025
Payment Fortnightly	Tuesday, 17 June 2025
	Tuesday, 1 July 2025
	Tuesday, 15 July 2025
	Tuesday, 29 July 2025
	Tuesday, 12 August 2025
	Tuesday, 26 August 2025
	Tuesday, 9 September 2025
	Tuesday, 23 September 2025
	Tuesday, 7 October 2025
	Tuesday, 21 October 2025
	Tuesday, 4 November 2025
	Tuesday, 18 November 2025
	Tuesday, 2 December 2025
	Tuesday, 16 December 2025
	Tuesday, 30 December 2025
	*** see next column

following up ***
Tuesday, 13 January 2026
Tuesday, 27 January 2026
Tuesday, 10 February 2026
Tuesday, 24 February 2026
Tuesday, 10 March 2026
Tuesday, 24 March 2026
Tuesday, 7 April 2026
Tuesday, 21 April 2026
Tuesday, 5 May 2026
Tuesday, 19 May 2026
Tuesday, 2 June 2026
Tuesday, 16 June 2026
Tuesday, 30 June 2026
Tuesday, 14 July 2026
Tuesday, 28 July 2026

Part B - Rights and obligations

This is a summary of selected rights and obligations of residents and rooming house operators under the **Residential Tenancies Act 1997** (the Act). In addition to this, the rooming house operator must give the resident a summary of their rights and duties and a copy of the house rules. These must also be displayed in the resident's room. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

Use of the premises

The resident(s):

- has a right to reside in their room and use the facilities of the rooming house.
- has an exclusive right to live in the room unless the rooming house operator gives notice before they move in that the room will be shared or the resident agrees to share the room.
- is entitled to quiet enjoyment of the premises and must not do anything to disturb the privacy and peace and quiet of other residents.
- must use the room for residential purposes only and not illegal purposes.
- must keep and leave their room reasonably clean.

Shared rooms

The resident(s):

- has the right to receive written notice confirming if they are sharing their room or are an exclusive occupant.
- has the right to have their rent reduced if they agree to have more people in their room.

Condition of the premises

The rooming house operator:

- must ensure that the room complies with any applicable rooming house standards including having windows with coverings for privacy that can be opened and closed and at least two working power outlets, and is vacant and reasonably clean when the resident(s) moves in.
For further information please see www.consumer.vic.gov.au/housing/renting/types-of-rental-agreements/sharing-in-a-rooming-house/minimum-standards-in-rooming-houses
- must ensure that the rooming house and its rooms are maintained in good repair.
- must ensure that the resident(s) has access to food preparation facilities such as oven and cook-top which are in good working order.
- must ensure that the rooming house meets public health and wellbeing laws such as providing at least one toilet for every ten people.

The resident(s):

- must be given two copies of the condition report (or 1 electronic copy) specifying the state of repair and general condition of the room before it was occupied.
- must not remove, deactivate or interfere with safety devices on the premises.

Modifications

The resident(s):

- must seek the rooming house operator's written consent before installing any other fixtures, altering or renovating or making additions to the room.

The rooming house operator:

- must not unreasonably refuse consent for modifications which are reasonable alterations under the *Equal Opportunity Act 2010* which an occupational therapist or similar practitioner has said the resident needs.

Locks

- The rooming house operator must make sure the room has:
 - a door that can be locked by a key from the outside and unlocked from inside without a key (this includes cards or codes for digital locks where applicable).

Repairs

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

Urgent repairs

Section 3 of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

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

The rooming house operator must carry out urgent repairs after being notified.

A resident may arrange for urgent repairs to be done if the resident has taken reasonable steps to arrange for the rooming house operator to immediately do the repairs and the rooming house operator has not carried out the repairs.

If the resident has arranged for urgent repairs, the resident may be reimbursed directly by the rooming house operator for the reasonable cost of repairs up to \$2,500.

The resident may apply to VCAT for an order requiring the rooming house operator to carry out urgent repairs if:

- a) the resident cannot meet the cost of the repairs; or
- b) the cost of repairs is more than \$2,500; or

- c) the rooming house operator will not pay the cost of repairs if it is carried out by the resident.

Non-urgent repairs

- The resident(s) must notify the rooming house operator in writing as soon as practicable of:
 - damage to the premises
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rooming house operator.
- The rooming house operator must carry out non-urgent repairs in a reasonable time.
- The resident(s) can apply to VCAT for an order requiring the rooming house operator to do the repairs if the rooming house operator has not done the repairs within 14 days after receiving the notice.

Rent

- The rooming house operator must give the resident(s) at least 60 days notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rooming house operator does not provide a receipt for rent, the resident may request a receipt.
- The rooming house operator must not hold or dispose of goods even if the resident owes rent.

Access and entry

- The rooming house operator can enter the premises:
 - where the resident(s) agrees to the entry
 - where access is required to save life or property
 - to provide necessary services at a time provided in the house rules
 - to show the rooming house to a prospective buyer or lender, or a prospective resident(s)
 - if they believe the resident(s) has failed to follow their duties under the Act
 - to inspect the room (provided entry has not been made for this purpose within the last 4 weeks).
- The resident(s) must allow entry to the premises where the rooming house operator has followed proper procedure – this includes providing the resident(s) with a written notice of entry.

Pets

The resident(s) must seek consent from the rooming house operator before keeping a pet, other than an assistance dog, on the premises.

Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call Consumer Affairs Victoria on **1300 55 81 81**.

Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمات محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numerali telefondan Victoria Tüketici İşleri'ni aramalarını ve size bir Danışma Memuru ile görüşturmelerini isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha
Fiktooriya tel: 1300 55 81 81.

Chinese 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450（祇花費一個普通電話費），讓他們幫您接通維多利亞消費者事務處（Consumer Affairs Victoria）的信息官員，電話：1300 55 81 81。

Serbian Ako vam je teško da razumete engleski, nazovite Službu prevodilaца и тумача (Translating and Interpreting Service – TIS) на 131 450 (по цену локалног позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

Amharic በአንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ስልክ ጥሪ ሂሳብ) በመደወል ለሺክቶሪያ ደንበኞች ጉዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኝዎት መጠየቅ።

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره 131 450 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

Croatian Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

Rooming house agreement

Residential Tenancies Amendment Act 2018 Section 93A(2)(b)
Residential Tenancies Regulations 2021 Regulation 38

This is your rooming house agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act). Please refer to the rights and obligations outlined at the end of this form.

Do not sign this agreement if there is anything that you do not understand. Please refer to [Rooming House Residents Guide](#) for details about your rights and responsibility. For further information visit the renting section of the Consumer Affairs website at www.consumer.vic.gov.au/renting or call 1300 55 81 81.

Part A – Basic terms

This agreement is between the rooming house operator and the resident(s) listed on this form.

1 Date of agreement

This is the date the agreement is signed

28 July 2025

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

2 Premises let by the rooming house operator

Address of rooming house (include room number)

Room number	5	Street address:	21 Rodd Street
Suburb	Dandenong	Postcode	3175

Items let with the room (if any)

- Including: bed/ chairs as entry report

3 Rooming house operator details

Full name

RODD DANDENONG PTY LTD

Address for service
(if no agent is acting for
the rooming house
operator)

c/o: 8A Blackburn Road, Blackburn. VIC 3130

Postcode

3130

Phone number

ABN/ACN (if applicable)

Email address

Rooming house operator's agent's details (if applicable)

Full name

Address Postcode

Phone number

ABN/ACN (if applicable)

Email address

Note: The rooming house operator must notify the resident within 7 days if any of this information changes

4 Resident(s) details

Full name of **resident 1**

Current address Postcode

Phone number

Email address

Full name of **resident 2**

Current address Postcode

Phone number

Email address

5 Length of the agreement

Fixed term agreement Start date End date

6 Rent

Rent amount (\$)
(charged under this agreement)

To be paid per ☐ week ☒ fortnight Yes

Day rent is to be paid
(e.g. each Thursday)

Date first rent payment due

Note: The rooming house operator cannot ask for the resident(s) to pay rent more than 14 days in advance.

7 Bond

The resident has been asked to pay the bond specified below.

The bond must not be more than 28 days' rent if the agreement has a fixed term. In any other case, the maximum bond is 14 days' rent.

The rooming house operator or agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the resident a receipt for the bond.

If the resident does not receive a receipt within **15 business days** from when they paid the bond, they can:

- Email the RTBA at rtba@justice.vic.gov.au, or

- call the RTBA at 1300 13 71 64.

Bond amount (\$)

Date bond payment due

8 Rooming house operator's preferred method of rent payment

- The rooming house operator must permit a fee free (other than the resident's own bank fees) payment method and must allow the resident(s) to use Centrepay or another form of electronic funds transfer.
- The rooming house operator must tell the resident(s) about any costs (such as transaction fees) related to the payment method.
- The rooming house operator and resident may change the payment method by agreement.
- The resident is entitled to receive a receipt from the operator confirming payment of rent.

(Rooming house operator to tick available methods of rent payment)

☐ direct debit ☒ bank deposit ☐ cash ☐ cheque or money order ☐ BPAY
Yes

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

Account name: Harcourts Blackburn Trust A/C
BSB: 063 225 Account: 1060 7621
Bank Reference: Rent-

9 Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The rooming house resident and rooming house operator must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rooming house resident and rooming house operator must immediately notify the other party in writing if their contact details change.

9.1 Does the rooming house operator agree to the service of notices and other documents by electronic methods, such as email?

The rooming house operator must complete this section before giving the agreement to the resident.

(Rooming house operator to tick as appropriate)

☒ Yes, insert email address, mobile phone number or other electronic contact details
☐ No

E: rentals.ashwoodg@harcourts.com.au

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

(Resident to tick as appropriate)

☒ Yes, insert email address, mobile phone number or other electronic contact details
☐ No

E: vakafatongiatau@gmail.com

10 Urgent repairs

- The rooming house operator must ensure that the room and facilities are provided and maintained in good repair.
- If there is a need for an urgent repair, the resident should notify the rooming house operator in writing.

- For further information on seeking repairs see **Part B** below.

Details of person the resident should contact for an urgent repair (Rooming house operator to insert details).

Emergency contact name	Sophia Cong
Phone number	0419 287 282
Email address	rentals.ashwoodg@harcourts.com.au

11 Professional cleaning

The rooming house operator must not require the resident to arrange professional cleaning at the end of the residency, unless this is needed to restore the room to the condition it was in before the resident moved in, allowing for fair wear and tear.

12 Condition report

The resident must be given two copies of the condition report (or one emailed copy) on or before the date the resident moves in.

(Rooming house operator to tick as appropriate)

☐ A condition report has been provided to the resident

☒ A condition report will be provided to the resident on or before the date the agreement starts

13 Additional Terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Residential Tenancies Act 1997 (the Act).

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms. Such terms will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

Condition:

- This is rooming house, residents share communal kitchen, laundry and common facility.
- Renters accept current condition of Room 5 as inspected, with single bed
- Room 5 is only for the tenant who is on the lease, Guest is not allowed to stay overnight in the property.
- Tenant cannot make nuisance in the property
- tenant needs to clean the communal areas after using it and always keep it clean when you leave.

Note: If you need extra space, attach a separate sheet. Both the **rooming house operator** and **resident(s)** should sign and date all attachments.

14 Signatures

This agreement is made under the **Residential Tenancies Act 1997**.

Before signing you must read the relevant information in **Rights and Obligations** on pages 6 and 7 of this form.

Rooming house operator

Signature of rooming
house operator



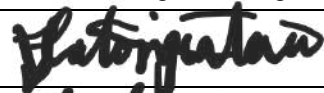
Date

29 July 2025

Resident(s)

All residents listed must sign this rooming house agreement.

Signature of resident 1



X

Date

28/7/25

X

Signature of resident 2

Date

Note: Each resident who is a party to the agreement must sign and date the agreement. If there are more than two residents include details on an extra page.

Lease start date	Thursday, 31 July 2025
2nd payment	Thursday, 14 August 2025
3rd payment	Thursday, 28 August 2025
4th payment	Thursday, 11 September 2025
5th payment	Thursday, 25 September 2025
6th payment	Thursday, 9 October 2025
7th payment	Thursday, 23 October 2025
8th payment	Thursday, 6 November 2025
9th payment	Thursday, 20 November 2025
10th payment	Thursday, 4 December 2025
11th payment	Thursday, 18 December 2025
12th payment	Thursday, 1 January 2026
13th payment	Thursday, 15 January 2026
14th payment	Thursday, 29 January 2026
15th payment	Thursday, 12 February 2026
16th payment	Thursday, 26 February 2026
17th payment	Thursday, 12 March 2026
18th payment	Thursday, 26 March 2026
19th payment	Thursday, 9 April 2026

Part B - Rights and obligations

This is a summary of selected rights and obligations of residents and rooming house operators under the **Residential Tenancies Act 1997** (the Act). In addition to this, the rooming house operator must give the resident a summary of their rights and duties and a copy of the house rules. These must also be displayed in the resident's room. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

Use of the premises

The resident(s):

- has a right to reside in their room and use the facilities of the rooming house.
- has an exclusive right to live in the room unless the rooming house operator gives notice before they move in that the room will be shared or the resident agrees to share the room.
- is entitled to quiet enjoyment of the premises and must not do anything to disturb the privacy and peace and quiet of other residents.
- must use the room for residential purposes only and not illegal purposes.
- must keep and leave their room reasonably clean.

Shared rooms

The resident(s):

- has the right to receive written notice confirming if they are sharing their room or are an exclusive occupant.
- has the right to have their rent reduced if they agree to have more people in their room.

Condition of the premises

The rooming house operator:

- must ensure that the room complies with any applicable rooming house standards including having windows with coverings for privacy that can be opened and closed and at least two working power outlets, and is vacant and reasonably clean when the resident(s) moves in.
For further information please see www.consumer.vic.gov.au/housing/renting/types-of-rental-agreements/sharing-in-a-rooming-house/minimum-standards-in-rooming-houses
- must ensure that the rooming house and its rooms are maintained in good repair.
- must ensure that the resident(s) has access to food preparation facilities such as oven and cook-top which are in good working order.
- must ensure that the rooming house meets public health and wellbeing laws such as providing at least one toilet for every ten people.

The resident(s):

- must be given two copies of the condition report (or 1 electronic copy) specifying the state of repair and general condition of the room before it was occupied.
- must not remove, deactivate or interfere with safety devices on the premises.

Modifications

The resident(s):

- must seek the rooming house operator's written consent before installing any other fixtures, altering or renovating or making additions to the room.

The rooming house operator:

- must not unreasonably refuse consent for modifications which are reasonable alterations under the *Equal Opportunity Act 2010* which an occupational therapist or similar practitioner has said the resident needs.

Locks

- The rooming house operator must make sure the room has:
 - a door that can be locked by a key from the outside and unlocked from inside without a key (this includes cards or codes for digital locks where applicable).

Repairs

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

Urgent repairs

Section 3 of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

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

The rooming house operator must carry out urgent repairs after being notified.

A resident may arrange for urgent repairs to be done if the resident has taken reasonable steps to arrange for the rooming house operator to immediately do the repairs and the rooming house operator has not carried out the repairs.

If the resident has arranged for urgent repairs, the resident may be reimbursed directly by the rooming house operator for the reasonable cost of repairs up to \$2,500.

The resident may apply to VCAT for an order requiring the rooming house operator to carry out urgent repairs if:

- a) the resident cannot meet the cost of the repairs; or
- b) the cost of repairs is more than \$2,500; or

- c) the rooming house operator will not pay the cost of repairs if it is carried out by the resident.

Non-urgent repairs

- The resident(s) must notify the rooming house operator in writing as soon as practicable of:
 - damage to the premises
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rooming house operator.
- The rooming house operator must carry out non-urgent repairs in a reasonable time.
- The resident(s) can apply to VCAT for an order requiring the rooming house operator to do the repairs if the rooming house operator has not done the repairs within 14 days after receiving the notice.

Rent

- The rooming house operator must give the resident(s) at least 60 days notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rooming house operator does not provide a receipt for rent, the resident may request a receipt.
- The rooming house operator must not hold or dispose of goods even if the resident owes rent.

Access and entry

- The rooming house operator can enter the premises:
 - where the resident(s) agrees to the entry
 - where access is required to save life or property
 - to provide necessary services at a time provided in the house rules
 - to show the rooming house to a prospective buyer or lender, or a prospective resident(s)
 - if they believe the resident(s) has failed to follow their duties under the Act
 - to inspect the room (provided entry has not been made for this purpose within the last 4 weeks).
- The resident(s) must allow entry to the premises where the rooming house operator has followed proper procedure – this includes providing the resident(s) with a written notice of entry.

Pets

The resident(s) must seek consent from the rooming house operator before keeping a pet, other than an assistance dog, on the premises.

Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call Consumer Affairs Victoria on **1300 55 81 81**.

Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمات محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarını ve size bir Danışma Memuru ile görüşturmelerini isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha
Fiktooriya tel: 1300 55 81 81.

Chinese 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450（祇花費一個普通電話費），讓他們幫您接通維多利亞消費者事務處（Consumer Affairs Victoria）的信息官員，電話：1300 55 81 81。

Serbian Ako vam je teško da razumete engleski, nazovite Službu prevodilaца и тумача (Translating and Interpreting Service – TIS) на 131 450 (по цену локалног позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

Amharic በአንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ስልክ ጥሪ ሂሳብ) በመደወል ለሺክቶሪያ ደንበኞች ጉዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኝዎት መጠየቅ።

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره 131 450 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

Croatian Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

Rooming house agreement

Residential Tenancies Amendment Act 2018 Section 93A(2)(b)

Residential Tenancies Regulations 2021 Regulation 38

This is your rooming house agreement. It is a binding contract under the **Residential Tenancies Act 1997** (the Act).

Please refer to the rights and obligations outlined at the end of this form.

Do not sign this agreement if there is anything that you do not understand. Please refer to [Rooming House Residents Guide](#) for details about your rights and responsibility. For further information visit the renting section of the Consumer Affairs website at www.consumer.vic.gov.au/renting or call 1300 55 81 81.

Part A – Basic terms

This agreement is between the rooming house operator and the resident(s) listed on this form.

1 Date of agreement

This is the date the agreement is signed

15 May 2025

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

2 Premises let by the rooming house operator

Address of rooming house (include room number)

Room number 6	Street address: 21 Rodd Street
Suburb	Dandenong
	Postcode 3175

Items let with the room (if any)

- No furniture

3 Rooming house operator details

Full name

RODD DANDENONG PTY LTD

Address for service

c/o: 8A Blackburn Road, Blackburn. VIC 3130

Postcode 3130

(if no agent is acting for
the rooming house
operator)

VC

Phone number

ABN/ACN (if applicable)

Email address

Rooming house operator's agent's details (if applicable)

Full name

Address Postcode

Phone number

ABN/ACN (if applicable)

Email address

Note: The rooming house operator must notify the resident within 7 days if any of this information changes

4 Resident(s) details

Full name of **resident 1**

Current address Postcode

Phone number

Email address

Full name of **resident 2**

Current address Postcode

Phone number

Email address

5 Length of the agreement

Fixed term agreement Start date End date

6 Rent

Rent amount (\$)
(charged under this agreement)

To be paid per ☐ week ☒ fortnight Yes

Day rent is to be paid
(e.g. each Thursday)

Date first rent payment due

Note: The rooming house operator cannot ask for the resident(s) to pay rent more than 14 days in advance.

7 Bond

The resident has been asked to pay the bond specified below.

The bond must not be more than 28 days' rent if the agreement has a fixed term. In any other case, the maximum bond is 14 days' rent.

The rooming house operator or agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the resident a receipt for the bond.

If the resident does not receive a receipt within **15 business days** from when they paid the bond, they can:

- Email the RTBA at rtba@justice.vic.gov.au, or

- call the RTBA at 1300 13 71 64.

Bond amount (\$)

1000.00

Date bond payment due

13 May 2025

8 Rooming house operator's preferred method of rent payment

- The rooming house operator must permit a fee free (other than the resident's own bank fees) payment method and must allow the resident(s) to use Centrepay or another form of electronic funds transfer.
- The rooming house operator must tell the resident(s) about any costs (such as transaction fees) related to the payment method.
- The rooming house operator and resident may change the payment method by agreement.
- The resident is entitled to receive a receipt from the operator confirming payment of rent.

(Rooming house operator to tick available methods of rent payment)

☐ direct debit

☒ bank deposit

☐ cash

☐ cheque or money order

☐ BPAY

Yes

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

Account name: Harcourts Blackburn Trust A/C

BSB: 063 225 Account: 1060 7621

Bank Reference: Rent-

9 Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the **Electronic Transactions (Victoria) Act 2000**.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The rooming house resident and rooming house operator must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rooming house resident and rooming house operator must immediately notify the other party in writing if their contact details change.

9.1 Does the rooming house operator agree to the service of notices and other documents by electronic methods, such as email?

The rooming house operator must complete this section before giving the agreement to the resident.

(Rooming house operator to tick as appropriate)

☒ Yes, insert email address, mobile phone number or other electronic contact details

E: rentals.ashwoodg@harcourts.com.au

☐ No

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

(Resident to tick as appropriate)

☒ Yes, insert email address, mobile phone number or other electronic contact details

E: victorcarew247@gmail.com

☐ No

10 Urgent repairs

- The rooming house operator must ensure that the room and facilities are provided and maintained in good repair.
- If there is a need for an urgent repair, the resident should notify the rooming house operator in writing.

- For further information on seeking repairs see **Part B** below.

Details of person the resident should contact for an urgent repair (Rooming house operator to insert details).

Emergency contact name

Sophia Cong

Phone number

0419 287 282

Email address

rentals.ashwoodg@harcourts.com.au

11 Professional cleaning

The rooming house operator must not require the resident to arrange professional cleaning at the end of the residency, unless this is needed to restore the room to the condition it was in before the resident moved in, allowing for fair wear and tear.

12 Condition report

The resident must be given two copies of the condition report (or one emailed copy) on or before the date the resident moves in.

(Rooming house operator to tick as appropriate)

☐ A condition report has been provided to the resident

☒ A condition report will be provided to the resident on or before the date the agreement starts

13 Additional Terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Residential Tenancies Act 1997 (the Act).

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms. Such terms will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

Condition:

- This is rooming house, residents share communal kitchen, laundry and common facility.
- Renters accept current condition of Room 6 as inspected, no furniture.
- Room 6 is only for the tenant who is on the lease, Guest is not allowed to stay overnight in the property.
- Tenant cannot make nuisance in the property
- tenant needs to clean the communal areas after using it and always keep it clean when you leave.

Note: If you need extra space, attach a separate sheet. Both the **rooming house operator** and **resident(s)** should sign and date all attachments.

14 Signatures

This agreement is made under the **Residential Tenancies Act 1997**.

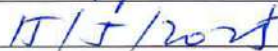
Before signing you must read the relevant information in **Rights and Obligations** on pages 6 and 7 of this form.

Rooming house operator

Signature of rooming
house operator



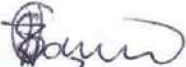
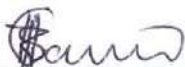
Date



Resident(s)

All residents listed must sign this rooming house agreement.

Signature of resident 1

  X

Date



Signature of resident 2

Date

Note: Each resident who is a party to the agreement must sign and date the agreement. If there are more than two residents include details on an extra page.

Part B - Rights and obligations

This is a summary of selected rights and obligations of residents and rooming house operators under the **Residential Tenancies Act 1997** (the Act). In addition to this, the rooming house operator must give the resident a summary of their rights and duties and a copy of the house rules. These must also be displayed in the resident's room. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

Use of the premises

The resident(s):

- has a right to reside in their room and use the facilities of the rooming house.
- has an exclusive right to live in the room unless the rooming house operator gives notice before they move in that the room will be shared or the resident agrees to share the room.
- is entitled to quiet enjoyment of the premises and must not do anything to disturb the privacy and peace and quiet of other residents.
- must use the room for residential purposes only and not illegal purposes.
- must keep and leave their room reasonably clean.

Shared rooms

The resident(s):

- has the right to receive written notice confirming if they are sharing their room or are an exclusive occupant.
- has the right to have their rent reduced if they agree to have more people in their room.

Condition of the premises

The rooming house operator:

- must ensure that the room complies with any applicable rooming house standards including having windows with coverings for privacy that can be opened and closed and at least two working power outlets, and is vacant and reasonably clean when the resident(s) moves in.
For further information please see www.consumer.vic.gov.au/housing/renting/types-of-rental-agreements/sharing-in-a-rooming-house/minimum-standards-in-rooming-houses
- must ensure that the rooming house and its rooms are maintained in good repair.
- must ensure that the resident(s) has access to food preparation facilities such as oven and cook-top which are in good working order.
- must ensure that the rooming house meets public health and wellbeing laws such as providing at least one toilet for every ten people.

The resident(s):

- must be given two copies of the condition report (or 1 electronic copy) specifying the state of repair and general condition of the room before it was occupied.
- must not remove, deactivate or interfere with safety devices on the premises.

Modifications

The resident(s):

- must seek the rooming house operator's written consent before installing any other fixtures, altering or renovating or making additions to the room.

The rooming house operator:

- must not unreasonably refuse consent for modifications which are reasonable alterations under the *Equal Opportunity Act 2010* which an occupational therapist or similar practitioner has said the resident needs.

Locks

- The rooming house operator must make sure the room has:
 - a door that can be locked by a key from the outside and unlocked from inside without a key (this includes cards or codes for digital locks where applicable).

Repairs

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

Urgent repairs

Section 3 of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

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

The rooming house operator must carry out urgent repairs after being notified.

A resident may arrange for urgent repairs to be done if the resident has taken reasonable steps to arrange for the rooming house operator to immediately do the repairs and the rooming house operator has not carried out the repairs.

If the resident has arranged for urgent repairs, the resident may be reimbursed directly by the rooming house operator for the reasonable cost of repairs up to \$2,500.

The resident may apply to VCAT for an order requiring the rooming house operator to carry out urgent repairs if:

- a) the resident cannot meet the cost of the repairs; or
- b) the cost of repairs is more than \$2,500; or

- c) the rooming house operator will not pay the cost of repairs if it is carried out by the resident.

Non-urgent repairs

- The resident(s) must notify the rooming house operator in writing as soon as practicable of:
 - damage to the premises
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rooming house operator.
- The rooming house operator must carry out non-urgent repairs in a reasonable time.
- The resident(s) can apply to VCAT for an order requiring the rooming house operator to do the repairs if the rooming house operator has not done the repairs within 14 days after receiving the notice.

Rent

- The rooming house operator must give the resident(s) at least 60 days notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rooming house operator does not provide a receipt for rent, the resident may request a receipt.
- The rooming house operator must not hold or dispose of goods even if the resident owes rent.

Access and entry

- The rooming house operator can enter the premises:
 - where the resident(s) agrees to the entry
 - where access is required to save life or property
 - to provide necessary services at a time provided in the house rules
 - to show the rooming house to a prospective buyer or lender, or a prospective resident(s)
 - if they believe the resident(s) has failed to follow their duties under the Act
 - to inspect the room (provided entry has not been made for this purpose within the last 4 weeks).
- The resident(s) must allow entry to the premises where the rooming house operator has followed proper procedure – this includes providing the resident(s) with a written notice of entry.

Pets

The resident(s) must seek consent from the rooming house operator before keeping a pet, other than an assistance dog, on the premises.

Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call Consumer Affairs Victoria on **1300 55 81 81**.

Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarını ve size bir Danışma Memuru ile görüşturmelerini isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha Fiktooriya tel: 1300 55 81 81.

Chinese 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450（祇花費一個普通電話費），讓他們幫您接通維多利亞消費者事務處（Consumer Affairs Victoria）的信息官員，電話：1300 55 81 81。

Serbian Ako vam je teško da razumete engleski, nazovite Službu prevodioca i tumača (Translating and Interpreting Service – TIS) na 131 450 (po cenu lokalnog poziva) i zamolite ih da vas povežu sa Službenikom za informacije (Information Officer) u Viktorijskoj Službi za potrošačka питања (Consumer Affairs Victoria) na 1300 55 81 81.

Amharic በአንገሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ የአስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ስልክ ጥሪ ሂሳብ) በመደወል ለቪክቶሪያ ደንበኞች ጉዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኙዎት መጠየቅ።

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره 131 450 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

Croatian Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

CONSUMER AFFAIRS VICTORIA

Residential Tenancies Regulations 2021 Regulation 38

Please refer to the rights and obligations outlined at the end of this form.

Do not sign this agreement if there is anything that you do not understand. Please refer to [Rooming House Residents Guide](#) for details about your rights and responsibility. For further information visit the renting section of the Consumer Affairs website at www.consumer.vic.gov.au/renting or call 1300 55 81 81.

This agreement is between the rooming house operator and the resident(s) listed on this form.

Date of agreement
This is the date the agreement is signed

~~18/12/2023~~ 12/12/2023

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

Address of rooming house (include room number)

Room number 7	Street address 21 rodd st
Suburb	Dandenong Postcode 3175

Items let with the room (if any)

Table 10: With the room (10000)

Full name

Matrix Global

Address for service

21 Rodd st Dandening

Postcode 3175

(if no agent is acting for
the rooming house
operator)

Phone number	
ABN/ACN (if applicable)	
Email address	

Rooming house operator's agent's details (if applicable)

Full name	Matrix Global		
Address	533 Glenferrie rd hawhorn	Postcode	3122
Phone number	03 9192 9993		
ABN/ACN (if applicable)	85 616 725 243		
Email address	Matrixglobalmel@email.propertyme.com		

Note: The rooming house operator must notify the resident within 7 days if any of this information changes

4 Resident(s) details

Full name of resident 1	Stefan Bejatovic		
Current address	35-37 Robinson st Dandenong	Postcode	3175
Phone number	0452643175		
Email address	Sbejatovic5@gmail.com		
Full name of resident 2			
Current address		Postcode	
Phone number			
Email address			

5 Length of the agreement

Fixed term agreement	Start date	18/12/2023	End date	17/6/2024
----------------------	------------	---	----------	--

6 Rent

Rent amount (\$)	400
(charged under this agreement)	
To be paid per	☐ week ☒ fortnight
Day rent is to be paid	Monday every two weeks
(e.g. each Thursday)	
Date first rent payment due	18/12/2023

Note: The rooming house operator cannot ask for the resident(s) to pay rent more than 14 days in advance.

7 Bond

The resident has been asked to pay the bond specified below.

The bond must not be more than 28 days' rent if the agreement has a fixed term. In any other case, the maximum bond is 14 days' rent.

The rooming house operator or agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the resident a receipt for the bond.

If the resident does not receive a receipt within **15 business days** from when they paid the bond, they can:

- Email the RTBA at rtba@justice.vic.gov.au, or

- call the RTBA at 1300 13 71 64.

Bond amount (\$)

869

Date bond payment due

15/12/2023

8 Rooming house operator's preferred method of rent payment

- The rooming house operator must permit a fee free (other than the resident's own bank fees) payment method and must allow the resident(s) to use Centrepay or another form of electronic funds transfer.
 - The rooming house operator must tell the resident(s) about any costs (such as transaction fees) related to the payment method.
 - The rooming house operator and resident may change the payment method by agreement.
 - The resident is entitled to receive a receipt from the operator confirming payment of rent.
- (Rooming house operator to tick available methods of rent payment)

☐ direct debit ☒ bank deposit ☐ cash ☐ cheque or money order ☐ BPAY

☐ other electronic form of payment, including Centrepay

Payment details (if applicable)

Matrix Global Trust
BSB:033 173
Acct:166 405
Ref:Room7.21

9 Service of notices and other documents by electronic methods

- Electronic service of documents must be in accordance with the requirements of the *Electronic Transactions (Victoria) Act 2000*.
- Just because someone responds to an email or other electronic communications, does not mean they have consented to the service of notices and other documents by electronic methods.
- The rooming house resident and rooming house operator must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.
- The rooming house resident and rooming house operator must immediately notify the other party in writing if their contact details change.

9.1 Does the rooming house operator agree to the service of notices and other documents by electronic methods, such as email?

The rooming house operator must complete this section before giving the agreement to the resident.

(Rooming house operator to tick as appropriate)

☒ Yes, insert email address, mobile phone number or other electronic contact details

Matrixglobalmel@email.propertyme.com

☐ No

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

(Resident to tick as appropriate)

☒ Yes, insert email address, mobile phone number or other electronic contact details

sbejatovic5@gmail.com

☐ No

10 Urgent repairs

- The rooming house operator must ensure that the room and facilities are provided and maintained in good repair.
- If there is a need for an urgent repair, the resident should notify the rooming house operator in writing.

- For further information on seeking repairs see **Part B** below.

Details of person the resident should contact for an urgent repair (Rooming house operator to insert details).

Emergency contact name Matrix Global

Phone number 03 9192 9993

Email address Matrixglobalmel@email.propertyme.com

11 Professional cleaning

The rooming house operator must not require the resident to arrange professional cleaning at the end of the residency, unless this is needed to restore the room to the condition it was in before the resident moved in, allowing for fair wear and tear.

12 Condition report

The resident must be given two copies of the condition report (or one emailed copy) on or before the date the resident moves in.

(Rooming house operator to tick as appropriate)

☐ A condition report has been provided to the resident

☒ A condition report will be provided to the resident on or before the date the agreement starts

13 Additional Terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Residential Tenancies Act 1997 (the Act).

Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms. Such terms will have no effect. Contact Consumer Affairs Victoria on 1300 55 81 81 for further information or visit [unfair contract terms](#) at the Consumer Affairs Victoria website.

Rental Provider Expenses

If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or Matrix Global Melbourne the following costs:

1. 2 weeks rent + gst
2. Marketing costs as incurred by Matrix Global Melbourne; \$399 incl gst
3. National tenancy database checks on each applicant or as required;
4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements

LOCKED OUT/LOST KEYS:

" Duplicate keys available in the office during business hours (Monday to Friday 9.30AM-5pm). Proof of ID required

\$300 fee to collect duplicate keys from office AFTER HOURS. Proof of ID required (pending staff availability)

TRANSFER OF LEASE & BOND:

" 1 weeks rent + gst fee should you REQUEST to add/remove a renter from the rental agreement. Rental Provider permission required. (i.e at least 1 original renter to remain on rental agreement)

" Rental Agreement break fees apply should you REQUEST to transfer a fixed tenancy to a new renter. Rental Provider permission required. (i.e all original renters vacate and new renters enter)

VCAT FEES FOR UNPAID RENT:

" \$5.50 Registered Post for serving Notice to Vacate

" \$65.30 VCAT Application + \$5.50 Registered Post

" \$114 Warrant of Possession

(fees reflective of VCAT government charges and are subject to change)

Note: If you need extra space, attach a separate sheet. Both the **rooming house operator** and **resident(s)** should sign and date all attachments.

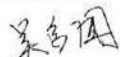
14 Signatures

This agreement is made under the **Residential Tenancies Act 1997**.

Before signing you must read the relevant information in **Rights and Obligations** on pages 6 and 7 of this form.

Rooming house operator

Signature of rooming
house operator



Date

6/12/2023

Resident(s)

All residents listed must sign this rooming house agreement.

Signature of resident 1



Date

12/12/23

Signature of resident 2

Date

Note: Each resident who is a party to the agreement must sign and date the agreement. If there are more than two residents include details on an extra page.

Part B - Rights and obligations

This is a summary of selected rights and obligations of residents and rooming house operators under the **Residential Tenancies Act 1997** (the Act). In addition to this, the rooming house operator must give the resident a summary of their rights and duties and a copy of the house rules. These must also be displayed in the resident's room. Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

For more information, visit www.consumer.vic.gov.au/renting.

Use of the premises

The resident(s):

- has a right to reside in their room and use the facilities of the rooming house.
- has an exclusive right to live in the room unless the rooming house operator gives notice before they move in that the room will be shared or the resident agrees to share the room.
- is entitled to quiet enjoyment of the premises and must not do anything to disturb the privacy and peace and quiet of other residents.
- must use the room for residential purposes only and not illegal purposes.
- must keep and leave their room reasonably clean.

Shared rooms

The resident(s):

- has the right to receive written notice confirming if they are sharing their room or are an exclusive occupant.
- has the right to have their rent reduced if they agree to have more people in their room.

Condition of the premises

The rooming house operator:

- must ensure that the room complies with any applicable rooming house standards including having windows with coverings for privacy that can be opened and closed and at least two working power outlets, and is vacant and reasonably clean when the resident(s) moves in.
For further information please see www.consumer.vic.gov.au/housing/renting/types-of-rental-agreements/sharing-in-a-rooming-house/minimum-standards-in-rooming-houses
- must ensure that the rooming house and its rooms are maintained in good repair.
- must ensure that the resident(s) has access to food preparation facilities such as oven and cook-top which are in good working order.
- must ensure that the rooming house meets public health and wellbeing laws such as providing at least one toilet for every ten people.

The resident(s):

- must be given two copies of the condition report (or 1 electronic copy) specifying the state of repair and general condition of the room before it was occupied.
- must not remove, deactivate or interfere with safety devices on the premises.

Modifications

The resident(s):

- must seek the rooming house operator's written consent before installing any other fixtures, altering or renovating or making additions to the room.

The rooming house operator:

- must not unreasonably refuse consent for modifications which are reasonable alterations under the *Equal Opportunity Act 2010* which an occupational therapist or similar practitioner has said the resident needs.

Locks

- The rooming house operator must make sure the room has:
 - a door that can be locked by a key from the outside and unlocked from inside without a key (this includes cards or codes for digital locks where applicable).

Repairs

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

Urgent repairs

Section 3 of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit www.consumer.vic.gov.au/urgentrepairs.

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

The rooming house operator must carry out urgent repairs after being notified.

A resident may arrange for urgent repairs to be done if the resident has taken reasonable steps to arrange for the rooming house operator to immediately do the repairs and the rooming house operator has not carried out the repairs.

If the resident has arranged for urgent repairs, the resident may be reimbursed directly by the rooming house operator for the reasonable cost of repairs up to \$2,500.

The resident may apply to VCAT for an order requiring the rooming house operator to carry out urgent repairs if:

- a) the resident cannot meet the cost of the repairs; or
- b) the cost of repairs is more than \$2,500; or

- c) the rooming house operator will not pay the cost of repairs if it is carried out by the resident.

Non-urgent repairs

- The resident(s) must notify the rooming house operator in writing as soon as practicable of:
 - damage to the premises
 - a breakdown of facilities, fixtures, furniture or equipment supplied by the rooming house operator.
- The rooming house operator must carry out non-urgent repairs in a reasonable time.
- The resident(s) can apply to VCAT for an order requiring the rooming house operator to do the repairs if the rooming house operator has not done the repairs within 14 days after receiving the notice.

Rent

- The rooming house operator must give the resident(s) at least 60 days notice of a proposed rent increase.
- Rent cannot be increased more than once every 12 months.
- If the rooming house operator does not provide a receipt for rent, the resident may request a receipt.
- The rooming house operator must not hold or dispose of goods even if the resident owes rent.

Access and entry

- The rooming house operator can enter the premises:
 - where the resident(s) agrees to the entry
 - where access is required to save life or property
 - to provide necessary services at a time provided in the house rules
 - to show the rooming house to a prospective buyer or lender, or a prospective resident(s)
 - if they believe the resident(s) has failed to follow their duties under the Act
 - to inspect the room (provided entry has not been made for this purpose within the last 4 weeks).
- The resident(s) must allow entry to the premises where the rooming house operator has followed proper procedure – this includes providing the resident(s) with a written notice of entry.

Pets

The resident(s) must seek consent from the rooming house operator before keeping a pet, other than an assistance dog, on the premises.

Help or further information

For further information, visit the renting section – Consumer Affairs Victoria website at www.consumer.vic.gov.au/renting or call Consumer Affairs Victoria on **1300 55 81 81**.

Telephone interpreter service

If you have difficulty understanding English, contact the Translating and Interpreting Service (TIS) on 131 450 (for the cost of a local call) and ask to be put through to an Information Officer at Consumer Affairs Victoria on 1300 55 81 81

Arabic

إذا كان لديك صعوبة في فهم اللغة الإنكليزية، اتصل بخدمة الترجمة التحريرية والشفوية (TIS) على الرقم 131 450 (بكلفة مكالمة محلية) واطلب أن يوصلوك بموظف معلومات في دائرة شؤون المستهلك في فكتوريا على الرقم 1300 55 81 81.

Turkish İngilizce anlamakta güçlük çekiyorsanız, 131 450'den (şehir içi konuşma ücretine) Yazılı ve Sözlü Tercümanlık Servisini (TIS) arayarak 1300 55 81 81 numaralı telefondan Victoria Tüketici İşleri'ni aramalarını ve size bir Danışma Memuru ile görüşturmelerini isteyiniz.

Vietnamese Nếu quý vị không hiểu tiếng Anh, xin liên lạc với Dịch Vụ Thông Phiên Dịch (TIS) qua số 131 450 (với giá biểu của cú gọi địa phương) và yêu cầu được nối đường dây tới một Nhân Viên Thông Tin tại Bộ Tiêu Thụ Sự Vụ Victoria (Consumer Affairs Victoria) qua số 1300 55 81 81.

Somali Haddii aad dhibaato ku qabto fahmida Ingiriiska, La xiriir Adeega Tarjumida iyo Afcelinta (TIS) telefoonka 131 450 (qiimaha meesha aad joogto) weydiisuna in lagugu xiro Sarkaalka Macluumaadka ee Arrimaha Macmiilaha
Fiktooriya tel: 1300 55 81 81.

Chinese 如果您聽不大懂英語，請打電話給口譯和筆譯服務處，電話：131 450（祇花費一個普通電話費），讓他們幫您接通維多利亞消費者事務處（Consumer Affairs Victoria）的信息官員，電話：1300 55 81 81。

Serbian Ako vam je teško da razumete engleski, nazovite Službu prevodilaца и тумача (Translating and Interpreting Service – TIS) на 131 450 (по цену локалног позива) и замолите их да вас повежу са Службеником за информације (Information Officer) у Викторијској Служби за потрошачка питања (Consumer Affairs Victoria) на 1300 55 81 81.

Amharic በ እንግሊዝኛ ቋንቋ ለመረዳት ችግር ካለብዎ ያለስተርጓሚ አገልግሎትን (TIS) በስልክ ቁጥር 131 450 (በአካባቢ ስልክ ጥረት ሂሳብ) በመደወል ለሺክሪያ ደንበኞች ጉዳይ ቢሮ በስልክ ቁጥር 1300 55 81 81 ደውሎ ከመረጃ አቅራቢ ሠራተኛ ጋር እንዲያገናኙዎት መጠየቅ።

Dari

اگر شما مشکل دانستن زبان انگلیسی دارید، با اداره خدمات ترجمانی تحریری و شفاهی (TIS) به شماره 131 450 به قیمت مخابره محلی تماس بگیرید و بخواهید که شما را به کارمند معلومات دفتر امور مهاجرین ویکتوریا به شماره 1300 55 81 81 ارتباط دهد.

Croatian Ako nerazumijete dovoljno engleski, nazovite Službu tumača i prevoditelja (TIS) na 131 450 (po cijeni mjesnog poziva) i zamolite da vas spoje s djelatnikom za obavijesti u Consumer Affairs Victoria na 1300 55 81 81.

Greek Αν έχετε δυσκολίες στην κατανόηση της αγγλικής γλώσσας, επικοινωνήστε με την Υπηρεσία Μετάφρασης και Διερμηνείας (TIS) στο 131 450 (με το κόστος μιας τοπικής κλήσης) και ζητήστε να σας συνδέσουν με έναν Υπάλληλο Πληροφοριών στην Υπηρεσία Προστασίας Καταναλωτών Βικτώριας (Consumer Affairs Victoria) στον αριθμό 1300 55 81 81.

Italian Se avete difficoltà a comprendere l'inglese, contattate il servizio interpreti e traduttori, cioè il Translating and Interpreting Service (TIS) al 131 450 (per il costo di una chiamata locale), e chiedete di essere

messi in comunicazione con un operatore addetto alle informazioni del dipartimento "Consumer Affairs Victoria" al numero 1300 55 81 81.

PROPOSED APARTMENT BUILDING DEVELOPMENT

21 RODD STREET, DANDENONG, VIC



PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME

PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 1 of 33

Signed: *[Signature]* for
MINISTER FOR PLANNING
Date: 4/04/2023

DRAWING REGISTER

Sheet Number	Sheet Name	Sheet Issue Date	Current Revision
TP000	COVER SHEET	06/09/21	H
TP001	SITE CONTEXT	06/09/21	F
TP002	EXISTING SITE PLAN	31/05/21	F
TP003	PROPOSED SITE PLAN	06/09/21	F
TP101	BASEMENT PLAN	11/02/21	H
TP102	GROUND FLOOR PLAN	06/09/21	H
TP103	1st FLOOR PLAN	06/09/21	H
TP104	2nd FLOOR PLAN	06/09/21	H
TP105	3rd FLOOR PLAN	06/09/21	H
TP106	ROOF PLAN	06/09/21	H
TP201	EAST ELEVATION	06/09/21	H
TP202	NORTH & SOUTH ELEVATIONS	06/09/21	H
TP203	WEST ELEVATION	06/09/21	H
TP204	STREET SCAPE DIAGRAM	12/04/22	F
TP301	SECTION 1	06/09/21	F
TP302	SECTION 2	06/09/21	F
TP303	SECTION 3	06/09/21	F
TP304	SECTION 4	06/09/21	F
TP305	PROPOSED CAR PARK SECTION	06/09/21	F
TP400	UNIT LAYOUT ANALYSIS 01a	04/04/22	H
TP401	UNIT LAYOUT ANALYSIS 01	06/09/21	H
TP402	UNIT LAYOUT ANALYSIS 02	11/30/21	H
TP403	UNIT LAYOUT ANALYSIS 03	12/14/21	H
TP404	UNIT LAYOUT ANALYSIS 04	06/09/21	H
TP405	UNIT LAYOUT ANALYSIS 05	12/14/21	H
TP406	UNIT LAYOUT ANALYSIS 06	06/09/21	H
TP407	UNIT LAYOUT ANALYSIS 07	12/14/21	H
TP408	UNIT LAYOUT ANALYSIS 08	11/30/21	H
TP409	UNIT LAYOUT ANALYSIS 09	06/09/21	H
TP501	SHADOW DIAGRAM 01	06/09/21	F
TP502	SHADOW DIAGRAM 02	06/09/21	F
TP503	SHADOW DIAGRAM 03	06/09/21	F
TP601	PERSPECTIVE	06/09/21	F

DEVELOPMENT SUMMARY		
	AREA	PERCENTAGE
LOT AREA	919 m²	100%
SITE COVERAGE	554 m²	61%
PERMEANABILITY	290 m²	32%
GARDEN AREA	270 m²	29%
OTHER HARD PAVED AREA	90 m²	10%

BUILDING AREA SUMMARY	
	AREA
BASEMENT	587 m²
GROUND FLOOR	516 m²
1st FLOOR	548 m²
2nd FLOOR	420 m²
3rd FLOOR	212 m²
TOTAL BUILDING AREA	2283 m²

UNITS SUMMARY			
GROUND FLOOR			
UNIT No.	UNIT TYPE	INTERNAL AREA	P.O.S.
G.01	2 BED	80 m²	41 m²
G.02	2 BED	82 m²	42 m²
G.03	2 BED	78 m²	66 m²
G.04	2 BED	78 m²	62 m²
G.05	STUDIO	30 m²	10 m²

FIRST FLOOR			
UNIT No.	UNIT TYPE	INTERNAL AREA	P.O.S.
1.01	2 BED	78 m²	BAL. 8 m²
1.02	2 BED	78 m²	BAL. 8 m²
1.03	2 BED	82 m²	BAL. 11 m²
1.04	2 BED	78 m²	BAL. 8 m²
1.05	2 BED	78 m²	BAL. 8 m²

SECOND FLOOR			
UNIT No.	UNIT TYPE	INTERNAL AREA	P.O.S.
2.01	2 BED	83 m²	BAL. 11 m²
2.02	2 BED	87 m²	BAL. 11 m²
2.03	2 BED	77 m²	BAL. 11 m²
2.04	2 BED	80 m²	BAL. 11 m²

THIRD FLOOR			
UNIT No.	UNIT TYPE	INTERNAL AREA	P.O.S.
3.01	2 BED	79 m²	BAL. 11 m²
3.02	2 BED	84 m²	BAL. 16 m²

TOTAL 16 UNITS + 17 CAR PARK



Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS

© COPYRIGHT Aqua Design Architects
ARBV Reg No. 19808

CLIENT:

FRANKY XUMING FAN,
RODD DANDENONG PTY
LTY.

PROJECT:

PROPOSED SDA
APARTMENT BUILDING
21 RODD STREET,
DANDENONG

DRAWING STATUS:

PLANNING

REVISION No.

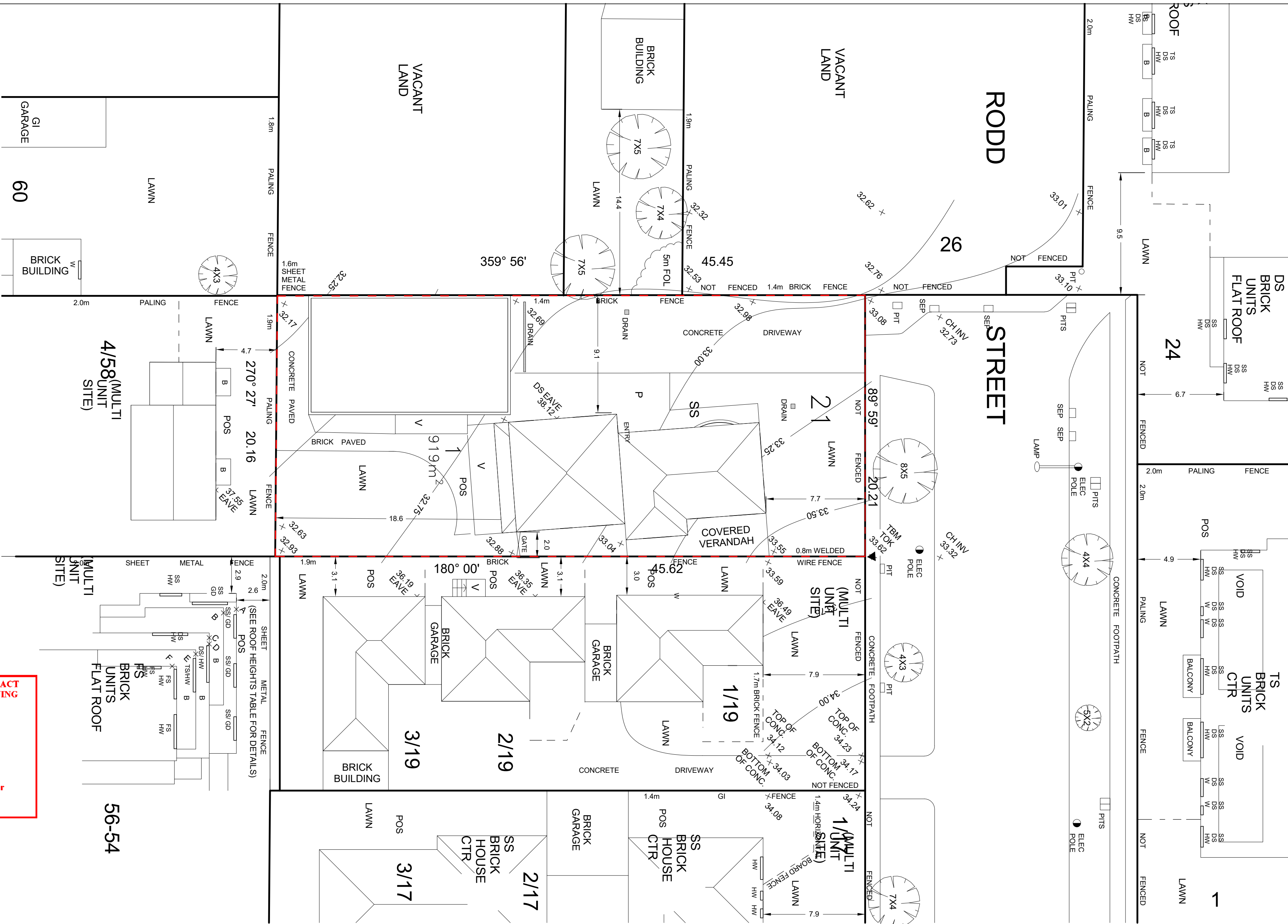
H

No.	Date	Description
A	10/09/21	PLANNING
F	30/11/21	FOR COORDINATION
H	12/04/22	FOR COMMENTS

TP000
COVER SHEET

Project No.	21088
Date:	30/06/2022
Drawn: SJ	Checked: SR
Scale:	Sheet Size: A2



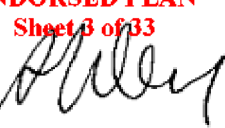


PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME

PERMIT NO. PA2101342

ENDORSED PLAN

Sheet 3 of 33

Signed:  for
MINISTER FOR PLANNING

Date: 4/04/2023



Suite 1.03/171 Union Road,
Surrey Hills, VIC 3127
63 9889 1703
info@ad-architects.com.au
ABN: 16 648 180 072

Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS

© COPYRIGHT Aqua Design Architects
ARBV Reg No. 19808

CLIENT:
FRANKY XUMING FAN, RODD
DANDENONG PTY LTD.

PROJECT:
PROPSOED SDA APARTMENT
BUILDING

21 RODD STREET, DANDENONG

DRAWING STATUS:
PLANNING

Project No. 21088 Date: 30/06/2022

Drawn: SJ Checked: TM

Scale: 1 : 200

Sheet Size: A2

No.	Date	Description	No.	Date	Description
A	10/09/21	PLANNING	A	10/09/21	PLANNING
F	30/11/21	FOR COORDINATION	F	30/11/21	FOR COORDINATION

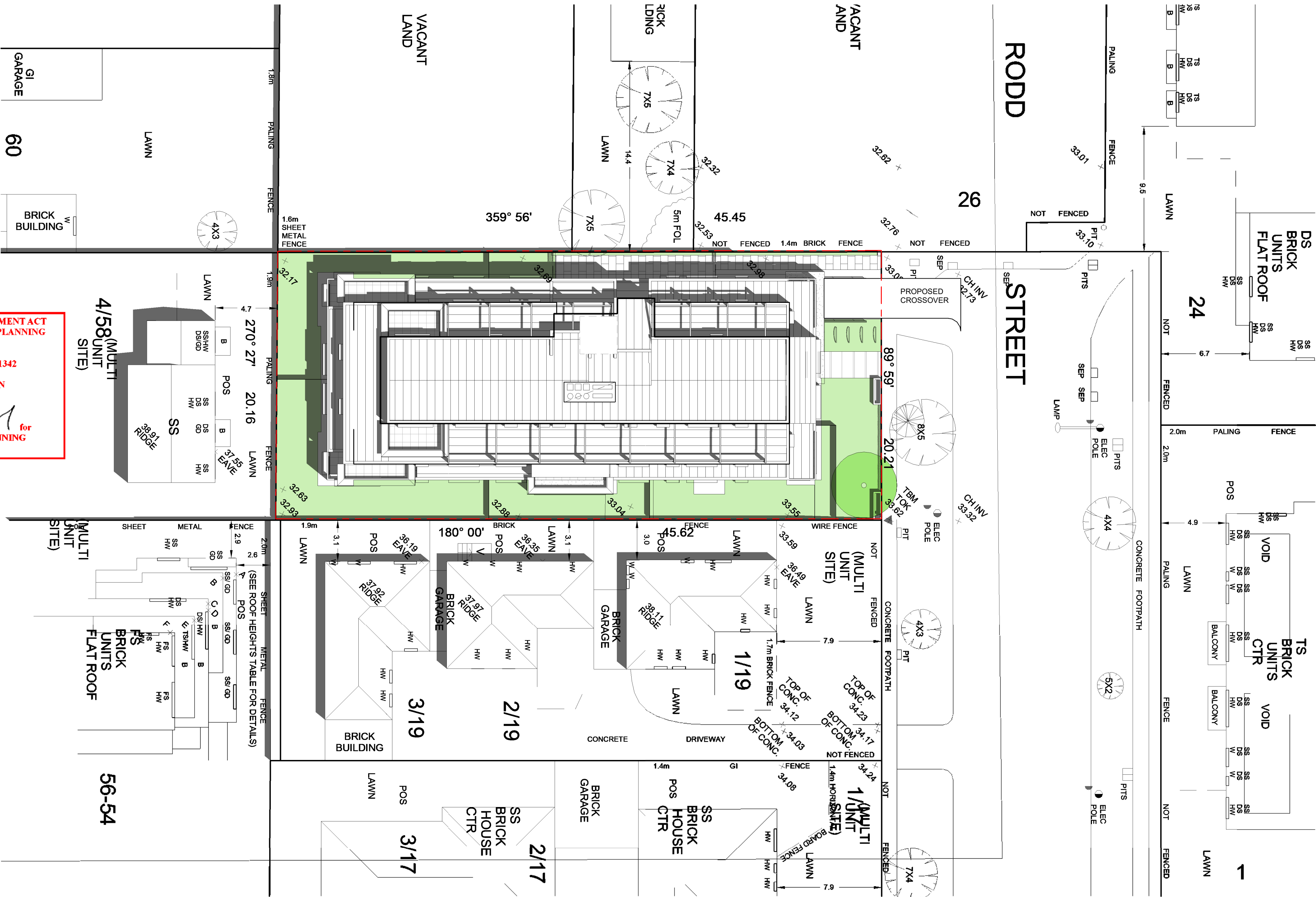
TP002

EXISTING SITE PLAN

REVISION No.

F

1



PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME

PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 4 of 33

Signed: [Signature] for
MINISTER FOR PLANNING
Date: 4/04/2023



Suite 1.03/171 Union Road,
Surrey Hills, VIC 3127
info@ad-architects.com.au
www.ad-architects.com.au
ABN: 16 648 180 072

Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS

© COPYRIGHT Aqua Design Architects
ARBV Reg No. 19088

CLIENT:
FRANKY XUMING FAN, RODD
DANDENONG PTY LTD.

PROJECT:
PROPOSED SDA APARTMENT
BUILDING

21 RODD STREET, DANDENONG

DRAWING STATUS:
PLANNING

Project No. 21088 Date: 30/06/2022

Drawn: SJ Checked: TM

Scale: 1 : 200 Sheet Size: A2

No.	Date	Description
A	10/09/21	PLANNING
B	15/10/21	ISSUE FOR COMMENTS
C	05/11/21	FOR COMMENTS
D	08/11/21	FOR COMMENTS
E	22/11/21	FOR COMMENTS
F	30/11/21	FOR COORDINATION

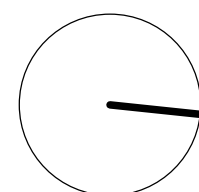
No.	Date	Description
A	10/09/21	PLANNING
B	15/10/21	ISSUE FOR COMMENTS
C	05/11/21	FOR COMMENTS
D	08/11/21	FOR COMMENTS
E	22/11/21	FOR COMMENTS
F	30/11/21	FOR COORDINATION

TP003

PROPOSED SITE PLAN

REVISION No.

F



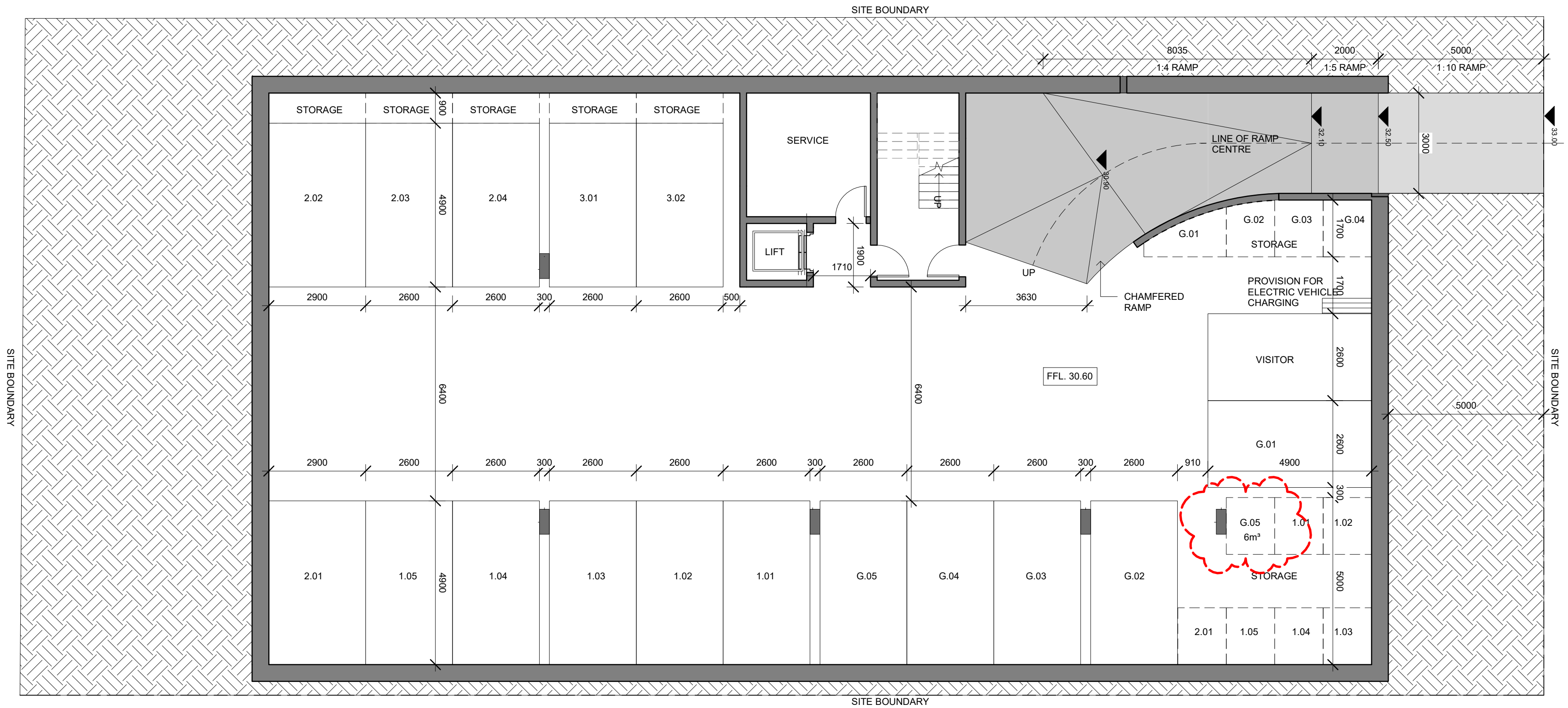
PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME

PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 6 of 33

Signed:  for
MINISTER FOR PLANNING

Date: 4/04/2023





PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME

PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 7 of 33

Signed: *[Signature]* for
MINISTER FOR PLANNING
Date: 4/04/2023



AQUA DESIGN ARCHITECTS

Suite 1.03/171 Union Road,
Surrey Hills, VIC 3127
03 9589 1703
info@ad-architects.com.au
www.ad-architects.com.au
ABN: 16 648 180 072

Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS

© COPYRIGHT Aqua Design Architects
ARBV Reg No. 19808

CLIENT:
FRANKY XUMING FAN, RODD
DANDENONG PTY LTD.

PROJECT:
PROPOSED SDA APARTMENT
BUILDING

21 RODD STREET, DANDENONG

DRAWING STATUS:
PLANNING

Project No. 21088 Date: 30/06/2022

Drawn: SJ Checked: SR

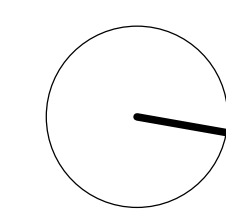
Scale: 1 : 100 Sheet Size: A2

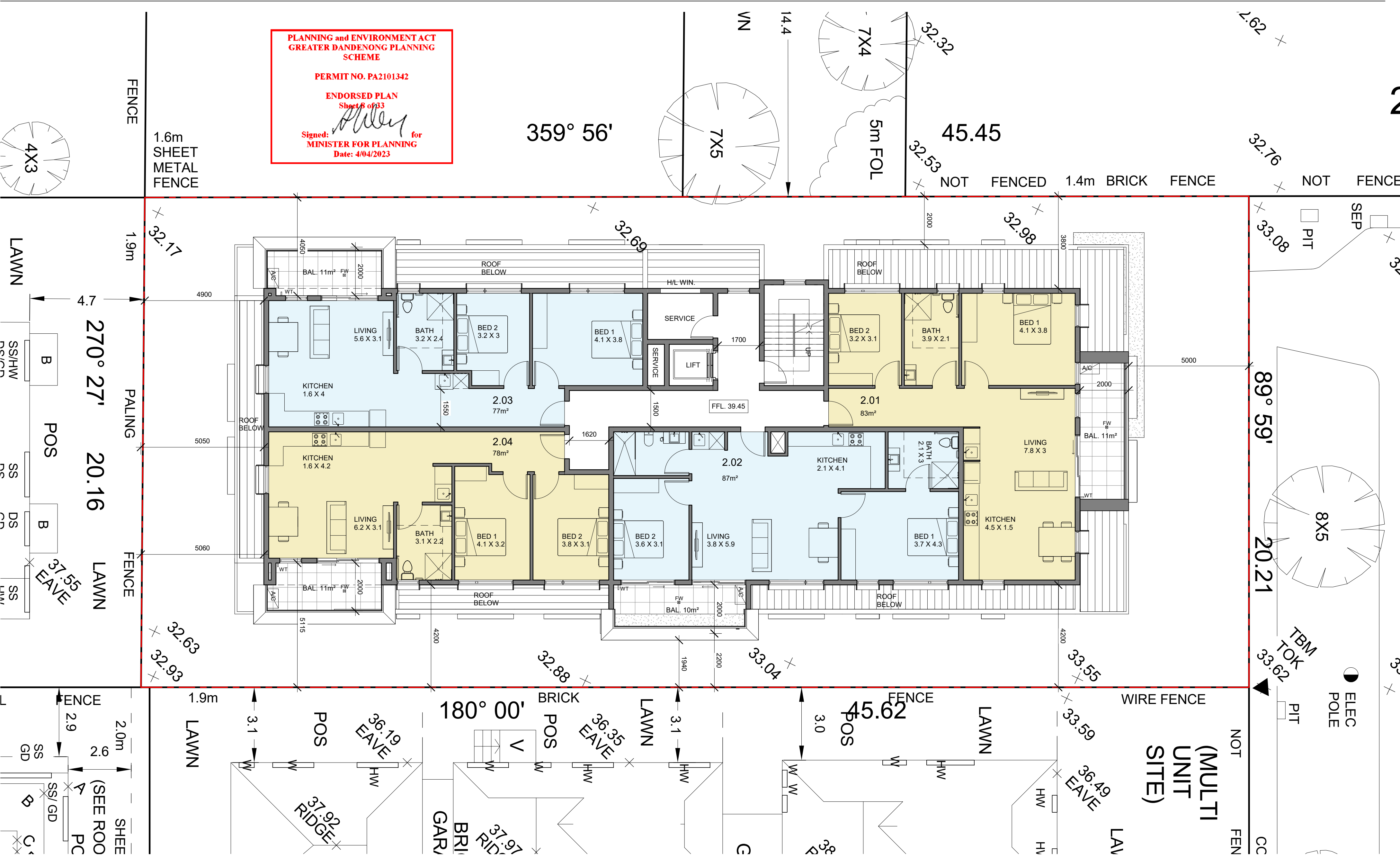
No.	Date	Description	No.	Date	Description
A	10/09/21	PLANNING	A	10/09/21	PLANNING
B	15/10/21	ISSUE FOR COMMENTS	B	15/10/21	ISSUE FOR COMMENTS
C	05/11/21	FOR COMMENTS	C	05/11/21	FOR COMMENTS
D	08/11/21	FOR COMMENTS	D	08/11/21	FOR COMMENTS
E	22/11/21	FOR COMMENTS	E	22/11/21	FOR COMMENTS
F	30/11/21	FOR COORDINATION	F	30/11/21	FOR COORDINATION
G	25/03/22	FOR COMMENTS	G	25/03/22	FOR COMMENTS
H	12/04/22	FOR COMMENTS	H	12/04/22	FOR COMMENTS

TP103

1st FLOOR PLAN

REVISION No.
H







AQUA DESIGN ARCHITECTS
Suite 1.03/171 Union Road,
Surrey Hills, VIC 3127
63 9589 1703
info@ad-architects.com.au
www.ad-architects.com.au
ABN: 16 648 180 072

Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS

© COPYRIGHT Aqua Design Architects
ARBV Reg No. 19808

CLIENT:
FRANKY XUMING FAN, RODD
DANDENONG PTY LTD.

PROJECT:
PROPOSED SDA APARTMENT
BUILDING

21 RODD STREET, DANDENONG

DRAWING STATUS:
PLANNING

Project No.	21088	Date:	30/06/2022
Drawn:	SJ	Checked:	SR
Scale:	1 : 100	Sheet Size:	A2

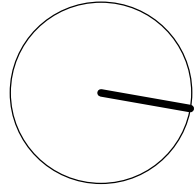
No.	Date	Description
A	10/09/21	PLANNING
B	15/10/21	ISSUE FOR COMMENTS
C	05/11/21	FOR COMMENTS
D	08/11/21	FOR COMMENTS
E	22/11/21	FOR COMMENTS
F	30/11/21	FOR COORDINATION
G	25/03/22	FOR COMMENTS
H	12/04/22	FOR COMMENTS

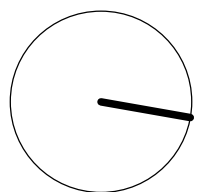
No.	Date	Description
A	10/09/21	PLANNING
B	15/10/21	ISSUE FOR COMMENTS
C	05/11/21	FOR COMMENTS
D	08/11/21	FOR COMMENTS
E	22/11/21	FOR COMMENTS
F	30/11/21	FOR COORDINATION
G	25/03/22	FOR COMMENTS
H	12/04/22	FOR COMMENTS

TP104

2nd FLOOR PLAN

REVISION No.
H





TP105

3rd FLOOR PLAN

REVISION No.

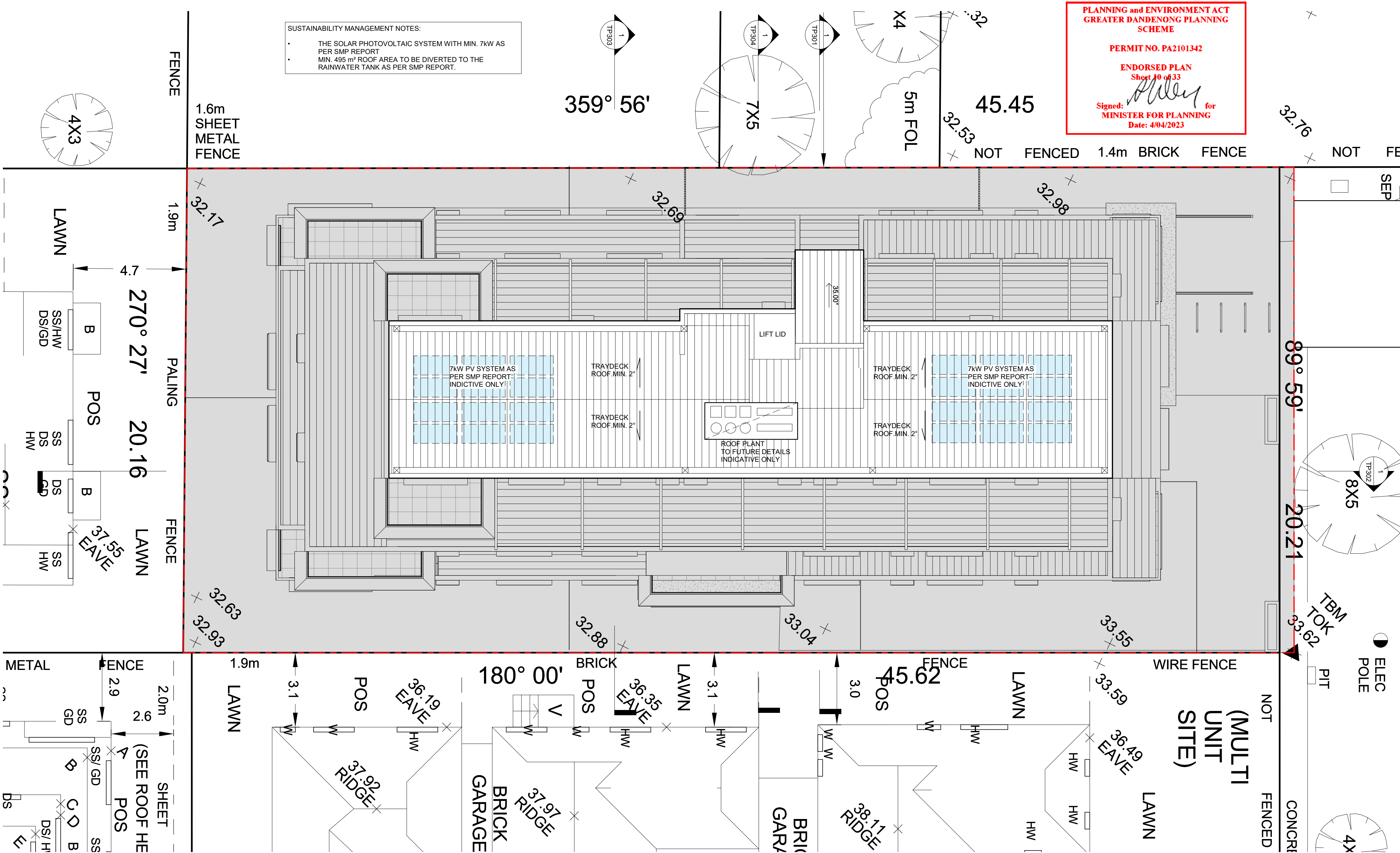
H

Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS

© COPYRIGHT Aqua Design Architects
ARBV Reg No. 19008

CLIENT: FRANKY XUMING FAN, RODD DANDENONG PTY LTD.
PROJECT: PROPOSED SDA APARTMENT BUILDING 21 RODD STREET, DANDENONG





SUSTAINABILITY MANAGEMENT NOTES:

- THE SOLAR PHOTOVOLTAIC SYSTEM WITH MIN. 7kW AS PER SMP REPORT
- MIN. 495 m² ROOF AREA TO BE DIVERTED TO THE RAINWATER TANK AS PER SMP REPORT.

PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME

PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 10 of 33

Signed: *[Signature]* for
MINISTER FOR PLANNING
Date: 4/04/2023



Suite 1.03/171 Union Road,
Surrey Hills, VIC 3127
03 9589 1703
info@ad-architects.com.au
www.ad-architects.com.au
ABN: 16 648 180 072

Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS

© COPYRIGHT Aqua Design Architects
ARBV Reg No. 19808

CLIENT:
FRANKY XUMING FAN, RODD
DANDENONG PTY LTY.

PROJECT:
PROPSOED SDA APARTMENT
BUILDING

21 RODD STREET, DANDENONG

DRAWING STATUS:
PLANNING

Project No.	21088	Date:	30/06/2022
Drawn:	SJ	Checked:	SR
Scale:	1 : 100	Sheet Size:	A2

No.	Date	Description	No.	Date	Description
A	10/09/21	PLANNING	A	10/09/21	PLANNING
E	22/11/21	FOR COMMENTS	E	22/11/21	FOR COMMENTS
F	30/11/21	FOR COORDINATION	F	30/11/21	FOR COORDINATION
G	25/03/22	FOR COMMENTS	G	25/03/22	FOR COMMENTS
H	12/04/22	FOR COMMENTS	H	12/04/22	FOR COMMENTS

TP106

ROOF PLAN

REVISION No.
H

**PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME**

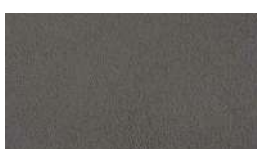
PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 11 of 33

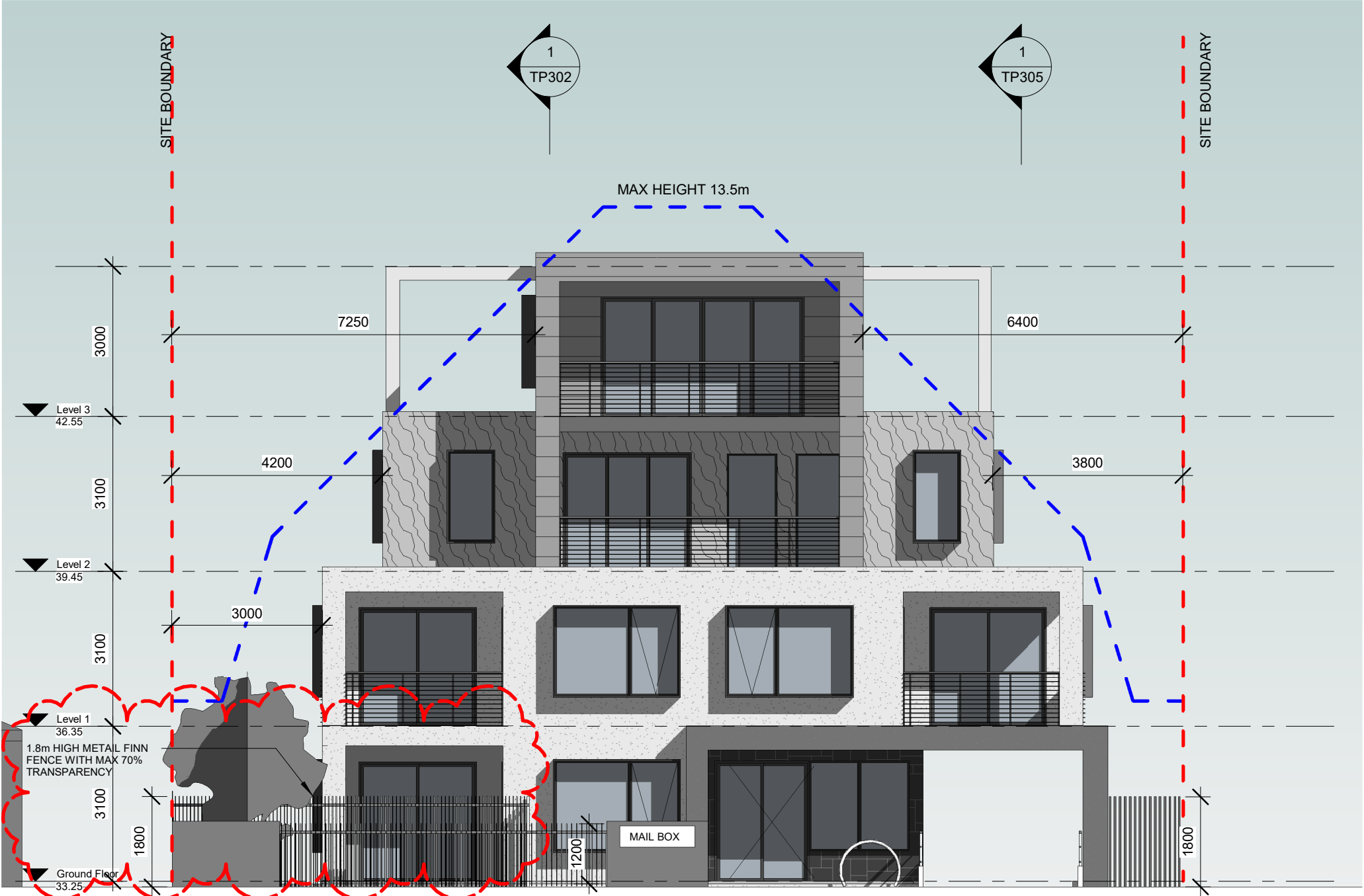
Signed: for
MINISTER FOR PLANNING
Date: 4/04/2023



DENOTES OBSCURED
GLAZING BELOW 1.7m
ABOVE FFL.

	ST01 SELECTED FACE FEATURE STONE BLUESTONE NOM.		RD02 ACRYLIC SURFACE RENDER CHARCOAL		FF01 FEATURE TIMBER FENCE		FF02 SELECTED METAL VERTICAL FIN FENCE WITH NO MORE THAN 70% TRANSPARENCY		EC01 SELECTED EXTERNAL TEXTURED CEMENT SHEET CLADDING
	RD01 ACRYLIC SURFACE RENDER BEIGE		PS01 SELECTED WINDOW SHROUD WITH PRIVACY SCREEN		PP01 METAL LOUVRE- BALCONY BALUSTRADE POWDER-COATED FINISH COLOUR TBC		EC02 SELECTED EXTERNAL ALUMINUM CLADDING GREY		WS01 SELECTED ALUMINUM WINDOW WITH SHROUD

SUBJECT SITE
21 RODD ROAD



1 NORTH ELEVATION
1 : 100

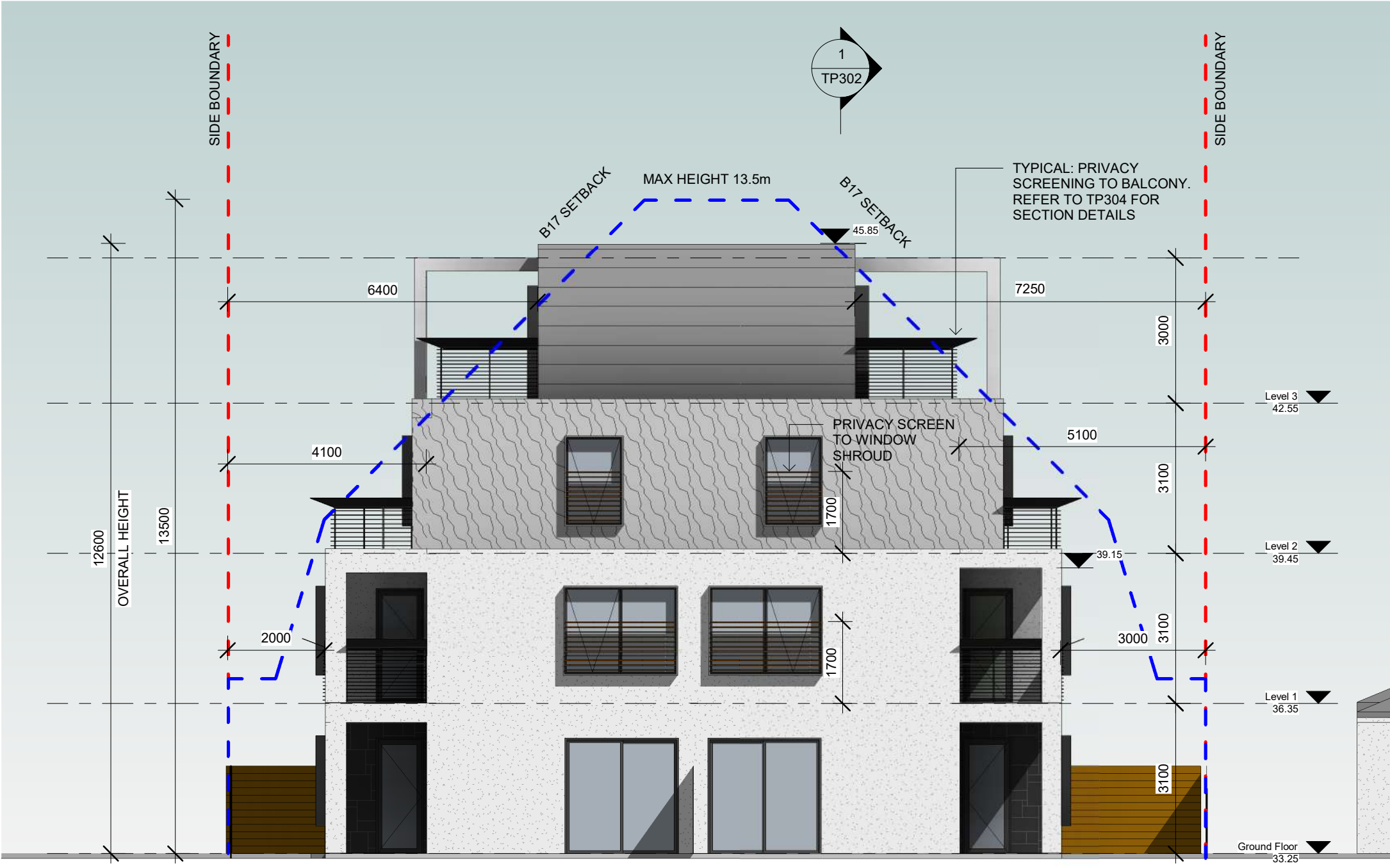
PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME

PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 12 of 33

Signed: *[Signature]* for
MINISTER FOR PLANNING
Date: 4/04/2023

SUBJECT SITE
21 RODD ROAD



2 SOUTH ELEVATION
1 : 100

DIAGONAL HATCHING
DENOTES OBSCURED
GLAZING BELOW 1.7m
ABOVE FFL.

	ST01 SELECTED FACE FEATURE STONE BLUESTONE NOM.		RD02 ACRYLIC SURFACE RENDER CHARCOAL		FF01 FEATURE TIMBER FENCE		FF02 SELECTED METAL VERTICAL FIN FENCE WITH NO MORE THAN 70% TRANSPARENCY		EC01 SELECTED EXTERNAL TEXTURED CEMENT SHEET CLADDING
	RD01 ACRYLIC SURFACE RENDER BEIGE		PS01 SELECTED WINDOW SHROUD WITH PRIVACY SCREEN		PP01 METAL LOUVRE- BALCONY BALUSTRADE POWDER-COATED FINISH COLOUR TBC		EC02 SELECTED EXTERNAL ALUMINUM CLADDING GREY		WS01 SELECTED ALUMINUM WINDOW WITH SHROUD



Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS

© COPYRIGHT Aqua Design Architects
ARBV Reg No. 19808

CLIENT:
FRANKY XUMING FAN, RODD
DANDENONG PTY LTD.

PROJECT:
PROPOSED SDA APARTMENT
BUILDING

21 RODD STREET, DANDENONG

DRAWING STATUS:
PLANNING

Project No. 21088 Date: 30/06/2022

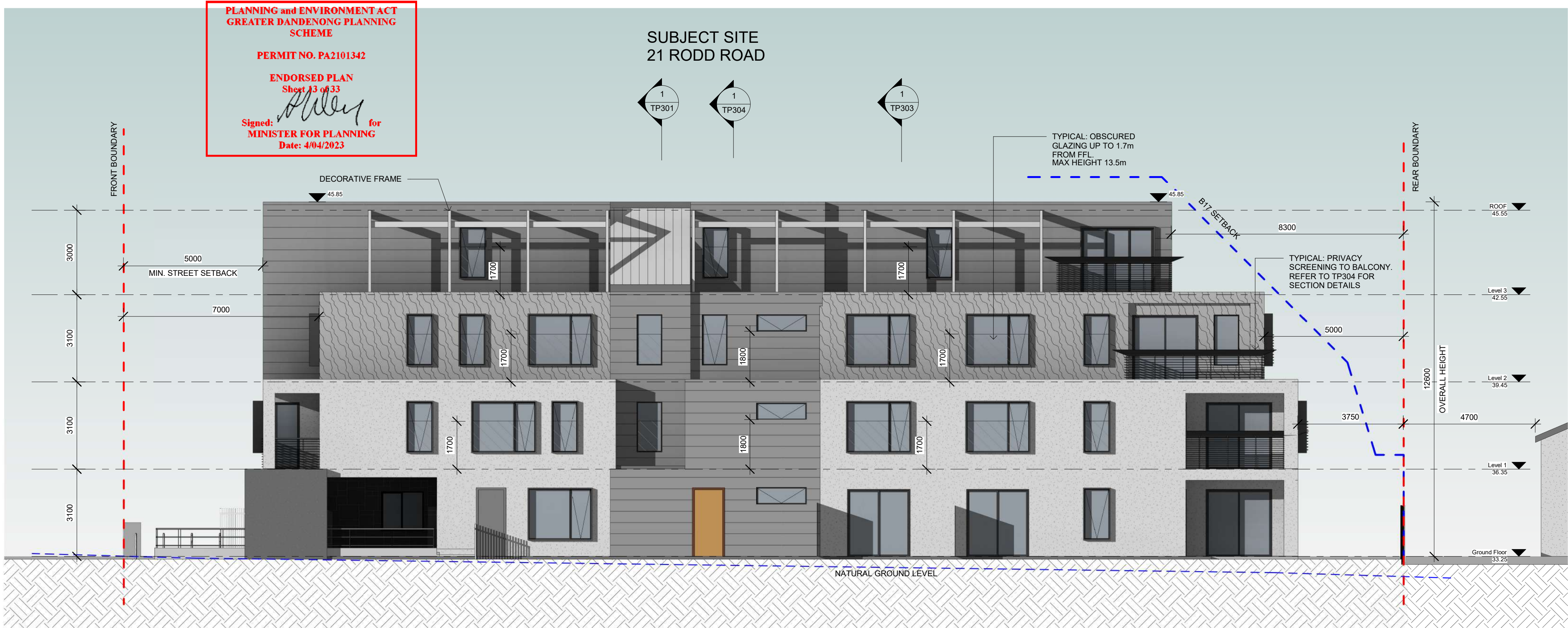
Drawn: SJ Checked: SR

Scale: 1 : 100 Sheet Size: A2

No.	Date	Description	No.	Date	Description
A	10/09/21	PLANNING	A	10/09/21	PLANNING
B	15/10/21	ISSUE FOR COMMENTS	B	15/10/21	ISSUE FOR COMMENTS
C	05/11/21	FOR COMMENTS	C	05/11/21	FOR COMMENTS
F	30/11/21	FOR COORDINATION	F	30/11/21	FOR COORDINATION
G	25/03/22	FOR COMMENTS	G	25/03/22	FOR COMMENTS
H	12/04/22	FOR COMMENTS	H	12/04/22	FOR COMMENTS

TP202
NORTH & SOUTH ELEVATIONS

REVISION No.
H



 ST01 SELECTED FACE FEATURE STONE BLUESTONE NOM.	 RD02 ACRYLIC SURFACE RENDER CHARCOAL	 FF01 FEATURE TIMBER FENCE	 FF02 SELECTED METAL VERTICAL FIN FENCE WITH NO MORE THAN 70% TRANSPARENCY	 EC01 SELECTED EXTERNAL TEXTURED CEMENT SHEET CLADDING
 RD01 ACRYLIC SURFACE RENDER BEIGE	 PS01 SELECTED WINDOW SHROUD WITH PRIVACY SCREEN	 PP01 METAL LOUVRE- BALCONY BALUSTRADE POWDER-COATED FINISH COLOUR TBC	 EC02 SELECTED EXTERNAL ALUMINUM CLADDING GREY	 WS01 SELECTED ALUMINUM WINDOW WITH SHROUD

 AQUA DESIGN ARCHITECTS Suite 1.03/171 Union Road, Surrey Hills, VIC 3127, 03 9889 1703 info@ad-architects.com.au www.ad-architects.com.au ABN: 18 648 180 072	Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS	CLIENT: FRANKY XUMING FAN, RODD DANDENONG PTY LTD.	DRAWING STATUS: PLANNING	No. Date Description			No. Date Description			TP203 WEST ELEVATION REVISION No. H
				A	10/09/21	PLANNING	A	10/09/21	PLANNING	
				B	15/10/21	ISSUE FOR COMMENTS	B	15/10/21	ISSUE FOR COMMENTS	
				C	05/11/21	FOR COMMENTS	C	05/11/21	FOR COMMENTS	
				F	30/11/21	FOR COORDINATION	F	30/11/21	FOR COORDINATION	
				G	25/03/22	FOR COMMENTS	G	25/03/22	FOR COMMENTS	
				H	12/04/22	FOR COMMENTS	H	12/04/22	FOR COMMENTS	
PROJECT: PROPOSED SDA APARTMENT BUILDING			Project No.	21088	Date:	30/06/2022				
21 RODD STREET, DANDENONG			Drawn:	SJ	Checked:	SR				
			Scale:	1 : 100	Sheet Size:	A2				

[illegible]**PERMIT NO. PA2101342**

ENDORSED PLAN

Sheet 14 of 33

Signed: _____ for
MINISTER FOR PLANNING
Date: 4/04/2023



PROJECT:
PROPOSED SDA
APARTMENT BUILDING
21 RODD STREET,
DANDENONG

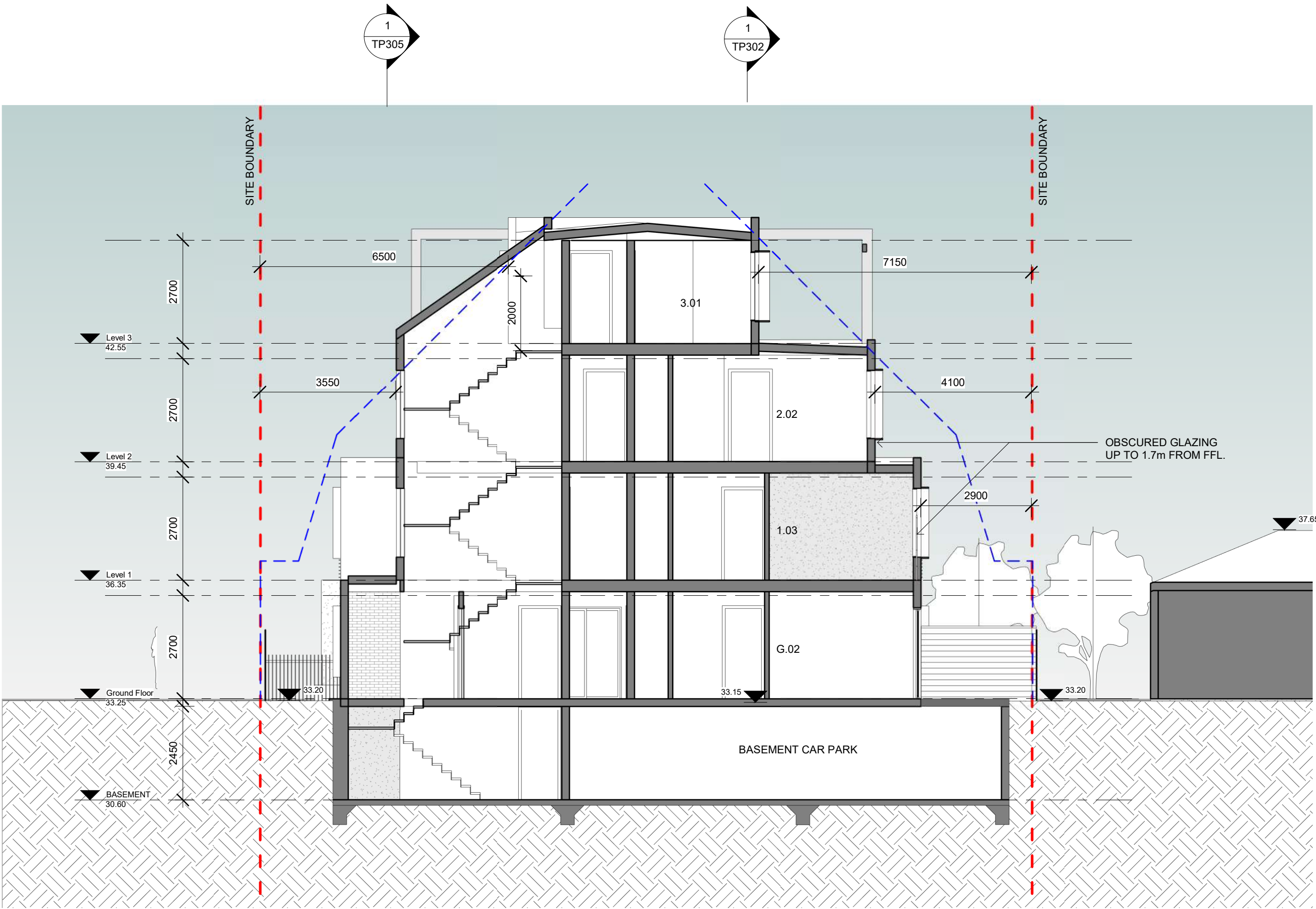
REVISION No.

F

[illegible]

TP301
SECTION 1

Project No.	21088
Date:	30/06/2022
Drawn: SJ	Checked: SR
Scale: 1 : 100 Sheet Size: A2	



1 Section 1
1 : 100

**PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME**

PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 15 of 33

Signed:  for
MINISTER FOR PLANNING
Date: 4/04/2023

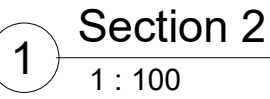
PROJECT:
PROPOSED SDA APARTMENT BUILDING
21 RODD STREET,
DANDENONG

REVISION No.

F

TP302

Project No.	21088	
Date:	30/06/2022	
Designed : SJ	Checked : SR	
Drawn : SJ	Checked : SR	
Scale : 1 : 100	Sheet Size : A1	



**PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME**

PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 16 of 33

Signed:  for
MINISTER FOR PLANNING
Date: 4/04/2023

PROJECT:
PROPOSED SDA
APARTMENT BUILDING
21 RODD STREET,
DANDENONG

PLANNING

F

[illegible]

SECTION 3

Project No.	21088
Date:	30/06/2022
Drawn by	CheckChecker
Scale: 1 : 100	Sheet Size: A2

Architectural drawing of a proposed building facade and section. The drawing shows a four-story building with a basement parking area. The facade is divided into sections labeled 2.03, 2.04, 1.03, G.05, and G.02. The building is situated within a site boundary marked by red dashed lines. The drawing includes dimensions for floor levels (Level 3: 42.55, Level 2: 39.45, Level 1: 36.35, Ground Floor: 33.25, BASEMENT: 30.60) and horizontal dimensions (6500, 7150, 3900, 4100, 2100, 2450). The drawing is signed by the Minister for Planning, dated 4/04/2023, and is part of the Planning and Environment Act Greater Dandenong Planning Scheme, Permit No. PA2101342.

Section 3
1 : 100



FRANKY XUMING FAN,
RODD DANDENONG PTY
LTY.

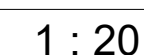
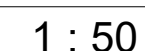
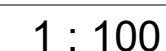
PROPSOED SDA
APARTMENT BULIDING
21 RODD STREET,
DANDENONG

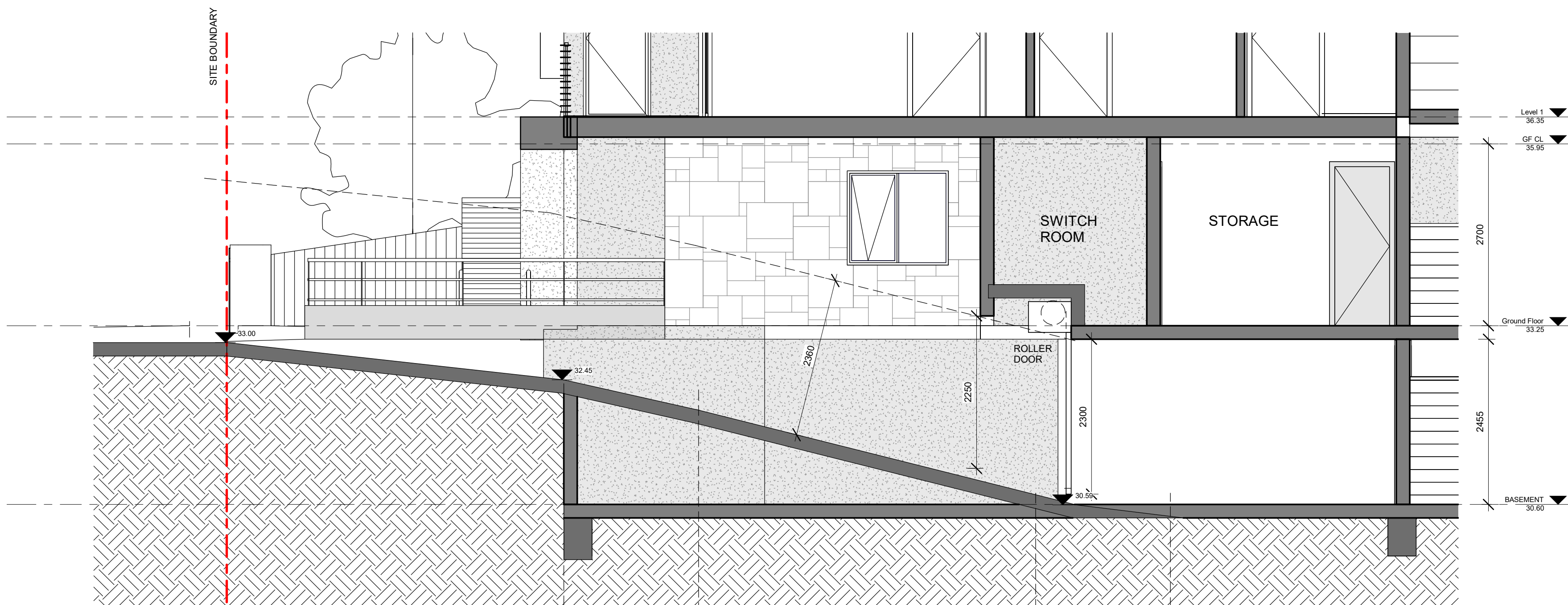
PLANNING

F

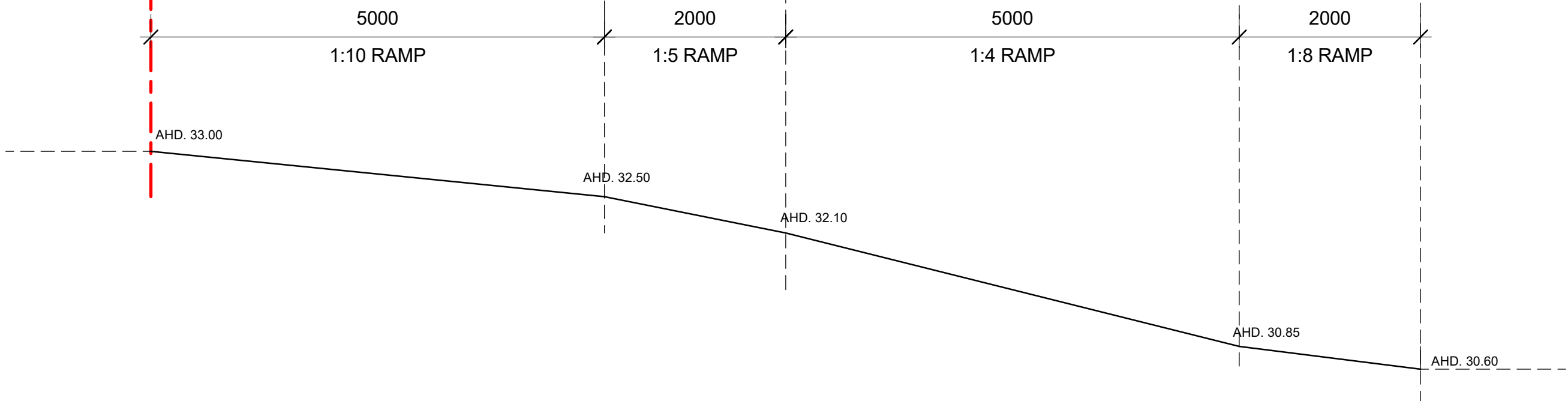
SECTION 4

Project No.	21088
Date:	30/06/2022
Drawn By	Check Checker
Scale:	As Sheet Size: A2
	indicated





1 VEHICLE RAMP SECTION
1 : 50



VEHICLE RAMP SLOPE DETAILS
(MEASURED FROM INNER SIDE OF THE CURVE)

PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME

PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 19 of 33

Signed: *[Signature]* for
MINISTER FOR PLANNING
Date: 4/04/2023



Suite 1.03/171 Union Road,
Surrey Hills, VIC 3127
03 9889 1703
info@ad-architects.com.au
www.ad-architects.com.au
ABN: 16 648 180 072

Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS

© COPYRIGHT Aqua Design Architects
ARBV Reg No. 19808

CLIENT:
FRANKY XUMING FAN, RODD
DANDENONG PTY LTD.

PROJECT:
PROPOSED SDA APARTMENT
BUILDING

21 RODD STREET, DANDENONG

DRAWING STATUS:
PLANNING

Project No. 21088 Date: 30/06/2022

Drawn: SJ Checked: SR

Scale: 1 : 50 Sheet Size: A2

No.	Date	Description	No.	Date	Description
A	10/09/21	PLANNING	A	10/09/21	PLANNING
F	30/11/21	FOR COORDINATION	F	30/11/21	FOR COORDINATION

TP305

PROPOSED CAR PARK SECTION

REVISION No.

F

FUNCTIONAL LAYOUT OBJECTIVE NOTES

The development proposal complies with the standard (clause 55.07-12) and provides the following:

TABLE D7 - Bedroom dimensions

DWELLING TYPE	MIN. WIDTH	MIN. DEPTH
Main Bedroom	3.0 m	3.4 m
Other Bedroom	3.0 m	3.0 m

NOTE: Wardrobes are provided in an addition to the minimum internal room dimensions

TABLE D8 - Living area dimensions

DWELLING TYPE	MIN. WIDTH	MIN. AREA
Studio & 1 bedroom	3.3 m	10.0 m²
2 or more bedrooms	3.6 m	12.0 m²

NOTE: Living area dimensions excluding dining and kitchen arae

STORAGE NOTES

The development proposal complies with the standard (clause 55.07-10) and provides the following:

Each dwelling to have access to usable and secure storage space. The total minimum storage space (including kitchen, bathroom and bedroom storage) to meet the requirement:

TABLE B9 - Storage

DWELLING TYPE	MIN. STORAGE	MIN. INT. STORAGE
Studio & 1 bedroom	10 m³	6 m²
2 bedrooms	14 m³	9 m²

NOTE: Storage cages to be integrated within the building design and to have high quality finishes.

NATURAL VENTILATION NOTES

The development proposal complies with the following Standard Clause 55.07-15

At least 40% of dwelling to provide effective cross ventilation with a max. breeze path of 18m and a mim. breeze path of 5m. Ventilation openings to have approximately the same area.

PRIVATE OPEN SPACE NOTES

The development proposal complies with the following Standard Clause 55.05 - 4 and 55.07 - 9

DWELLING TYPE	MIN. AREA	MIN. DIMENSION
Studio & 1 bedroom	8 m²	1.8 m
2 bedrooms	8 m²	2 m

NOTE: Where A/C condenser are shown on balconies, an additional 1.5m² has been provided

ACCESSIBILITY NOTES

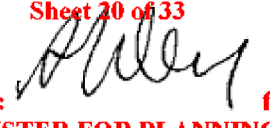
- A clear opening width of at least 950mm at the entrance to the dwelling and main bedroom
- A clear path with a minimum width of 1.2m that connects the dwelling entrance to the main bedroom and the living area.
- All door clearance with a minimum width of 850mm in accordance with Standard B41.

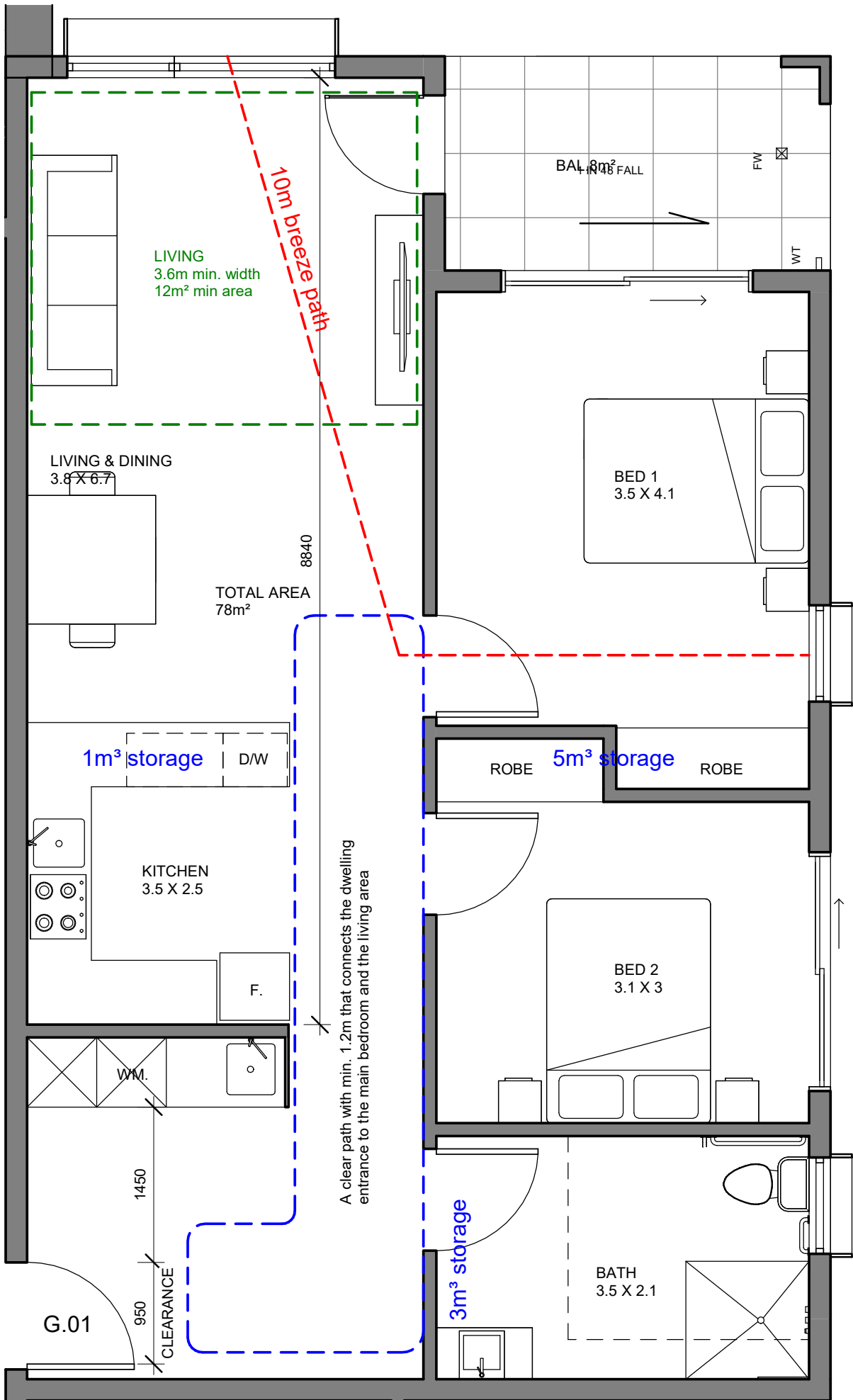
Note: Circulation spaces in adaptable bathroom as per AS 1428.1 (Australian Standard - Design for access and mobility) and Disability Accommodation Design Standard.

PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME

PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 20 of 33

Signed:  for
MINISTER FOR PLANNING
Date: 4/04/2023



Storage space as per
clause 55.07-10

Total internal storage 9m²
Total external storage 6m²

UNIT G.01

FUNCTIONAL LAYOUT OBJECTIVE NOTES

The development proposal complies with the standard (clause 55.07-12) and provides the following:

TABLE D7 - Bedroom dimensions

DWELLING TYPE	MIN. WIDTH	MIN. DEPTH
Main Bedroom	3.0 m	3.4 m
Other Bedroom	3.0 m	3.0 m

NOTE: Wardrobes are provided in an addition to the minimum internal room dimensions

TABLE D8 - Living area dimensions

DWELLING TYPE	MIN. WIDTH	MIN. AREA
Studio & 1 bedroom	3.3 m	10.0 m²
2 or more bedrooms	3.6 m	12.0 m²

NOTE: Living area dimensions excluding dining and kitchen arae

STORAGE NOTES

The development proposal complies with the standard (clause 55.07-10) and provides the following:
Each dwelling to have access to usable and secure storage space. The total minimum storage space (including kitchen, bathroom and bedroom storage) to meet the requirement:

TABLE B9 - Storage

DWELLING TYPE	MIN. STORAGE	MIN. INT. STORAGE
Studio & 1 bedroom	10 m³	6 m²
2 bedrooms	14 m³	9 m²

NOTE: Storage cages to be integrated within the building design and to have high quality finishes.

NATURAL VENTILATION NOTES

The development proposal complies with the following Standard Clause 55.07-15

At least 40% of dwelling to provide effective cross ventilation with a max. breeze path of 18m and a mim. breeze path of 5m. Ventilation openings to have approximately the same area.

PRIVATE OPEN SPACE NOTES

The development proposal complies with the following Standard Clause 55.05 - 4 and 55.07 - 9

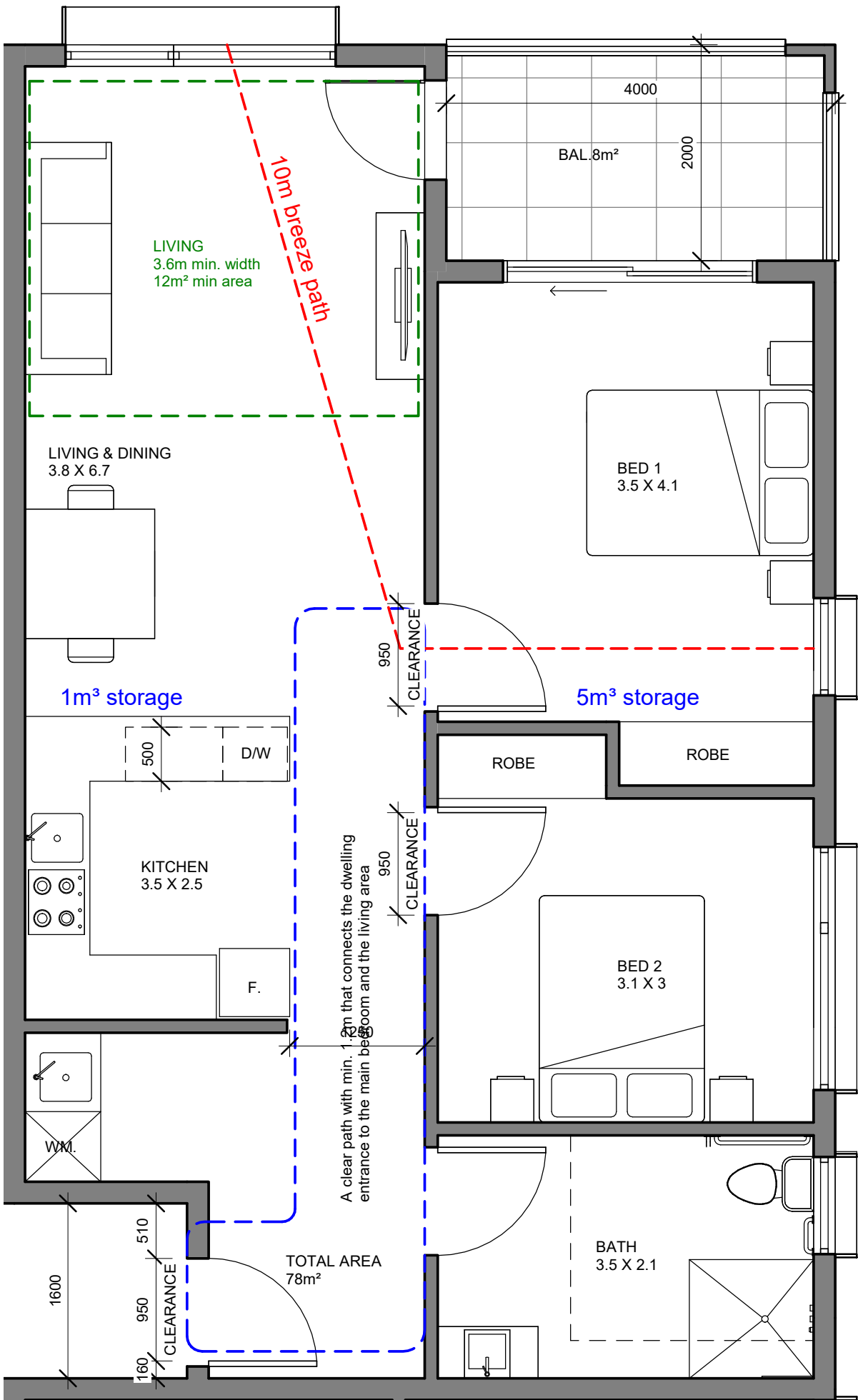
DWELLING TYPE	MIN. AREA	MIN. DIMENSION
Studio & 1 bedroom	8 m²	1.8 m
2 bedrooms	8 m²	2 m

NOTE: Where A/C condenser are shown on balconies, an additional 1.5m² has been provided

ACCESSIBILITY NOTES

- A clear opening width of at least 950mm at the entrance to the dwelling and main bedroom
- A clear path with a minimum width of 1.2m that connects the dwelling entrance to the main bedroom and the living area.
- All door clearance with a minimum width of 850mm in accordance with Standard B41.

Note: Circulation spaces in adaptable bathroom as per AS 1428.1 (Australian Standard - Design for access and mobility) and Disability Accommodation Design Standard.



PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME

PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 21 of 33

Signed: *[Signature]* for
MINISTER FOR PLANNING
Date: 4/04/2023

Storage space as per
clause 55.07-10

Total internal storage 9m²
Total external storage 6m²

UNIT 1.01 / 1.02



Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS

© COPYRIGHT Aqua Design Architects
ARBV Reg No. 19808

CLIENT:
FRANKY XUMING FAN, RODD
DANDENONG PTY LTD.

PROJECT:
PROPSOED SDA APARTMENT
BULIDING

21 RODD STREET, DANDENONG

DRAWING STATUS:
PLANNING

Project No. 21088 Date: 30/06/2022

Drawn: SJ Checked: SR

Scale: 1 : 50 Sheet Size: A2

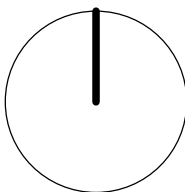
No.	Date	Description	No.	Date	Description
A	10/09/21	PLANNING	A	10/09/21	PLANNING
F	30/11/21	FOR COORDINATION	F	30/11/21	FOR COORDINATION
G	25/03/22	FOR COMMENTS	G	25/03/22	FOR COMMENTS
H	12/04/22	FOR COMMENTS	H	12/04/22	FOR COMMENTS

TP401

UNIT LAYOUT ANALYSIS 01

REVISION No.

H



FUNCTIONAL LAYOUT OBJECTIVE NOTES

The development proposal complies with the standard (clause 55.07-12) and provides the following:

TABLE D7 - Bedroom dimensions

DWELLING TYPE	MIN. WIDTH	MIN. DEPTH
Main Bedroom	3.0 m	3.4 m
Other Bedroom	3.0 m	3.0 m

NOTE: Wardrobes are provided in an addition to the minimum internal room dimensions

TABLE D8 - Living area dimensions

DWELLING TYPE	MIN. WIDTH	MIN. AREA
Studio & 1 bedroom	3.3 m	10.0 m²
2 or more bedrooms	3.6 m	12.0 m²

NOTE: Living area dimensions excluding dining and kitchen arae

STORAGE NOTES

The development proposal complies with the standard (clause 55.07-10) and provides the following:
Each dwelling to have access to usable and secure storage space. The total minimum storage space (including kitchen, bathroom and bedroom storage) to meet the requirement:

TABLE B9 - Storage

DWELLING TYPE	MIN. STORAGE	MIN. INT. STORAGE
Studio & 1 bedroom	10 m³	6 m²
2 bedrooms	14 m³	9 m²

NOTE: Storage cages to be integrated within the building design and to have high quality finishes.

NATURAL VENTILATION NOTES

The development proposal complies with the following Standard Clause 55.07-15

At least 40% of dwelling to provide effective cross ventilation with a max. breeze path of 18m and a mim. breeze path of 5m. Ventilation openings to have approximately the same area.

PRIVATE OPEN SPACE NOTES

The development proposal complies with the following Standard Clause 55.05 - 4 and 55.07 - 9

DWELLING TYPE	MIN. AREA	MIN. DIMENSION
Studio & 1 bedroom	8 m²	1.8 m
2 bedrooms	8 m²	2 m

NOTE: Where A/C condenser are shown on balconies, an additional 1.5m² has been provided

ACCESSIBILITY NOTES

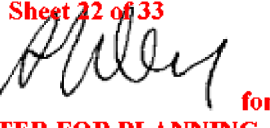
- A clear opening width of at least 950mm at the entrance to the dwelling and main bedroom
- A clear path with a minimum width of 1.2m that connects the dwelling entrance to the main bedroom and the living area.
- All door clearance with a minimum width of 850mm in accordance with Standard B41.

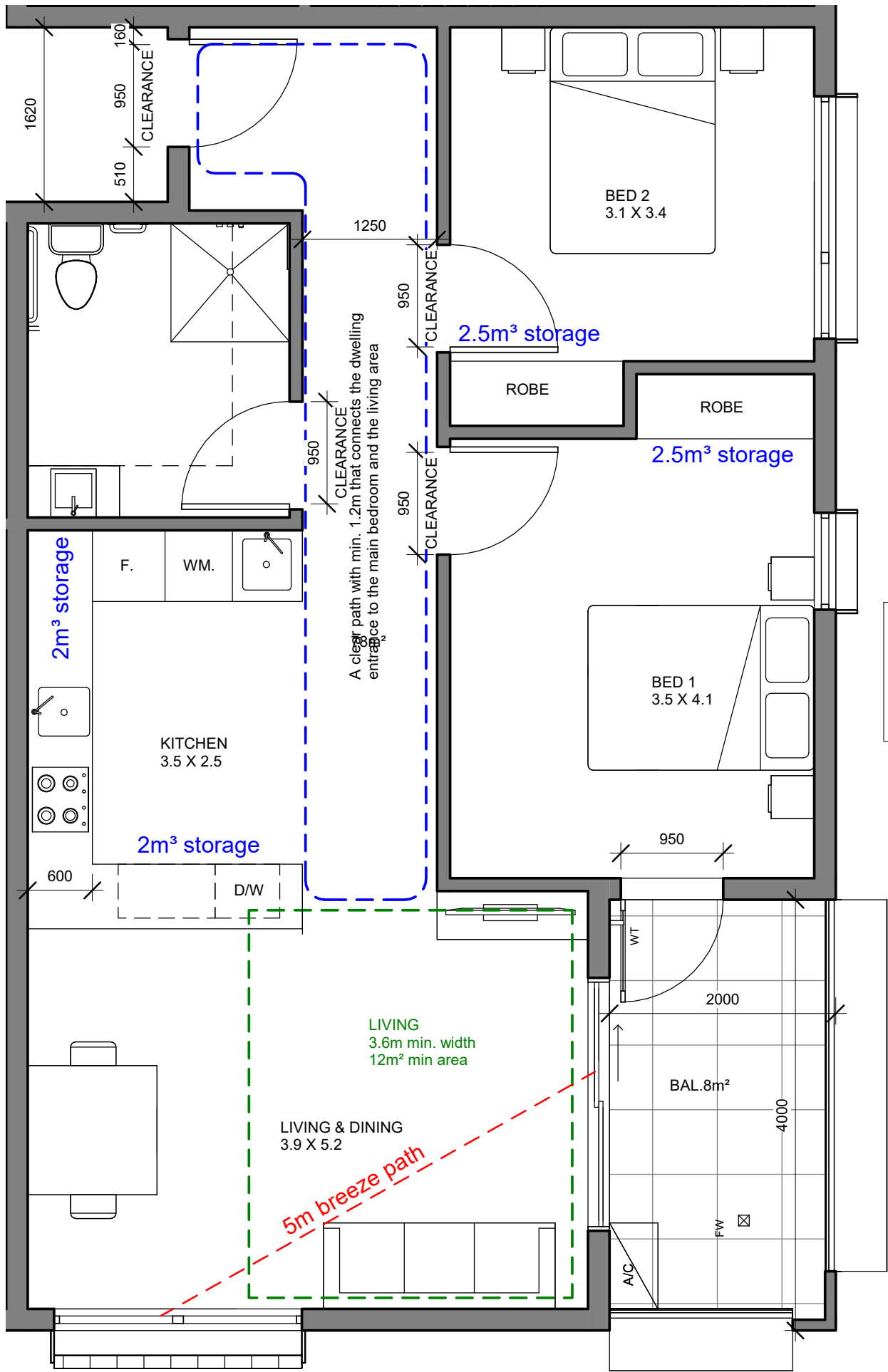
Note: Circulation spaces in adaptable bathroom as per AS 1428.1 (Australian Standard - Design for access and mobility) and Disability Accommodation Design Standard.

PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME

PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 22 of 33

Signed:  for
MINISTER FOR PLANNING
Date: 4/04/2023



Storage space as per
clause 55.07-10

Total internal storage 9m²
Total external storage 6m²

UNIT G.03 / G.04 / 1.04 / 1.05

The development proposal complies with the standard (clause 55.07-12) and provides the following:

DWELLING TYPE	MIN. WIDTH	MIN. DEPTH
Main Bedroom	3.0 m	3.4 m
Other Bedroom	3.0 m	3.0 m

TABLE D8 - Living area dimensions

DWELLING TYPE	MIN. WIDTH	MIN. AREA
Studio & 1 bedroom	3.3 m	10.0 m ²
2 or more bedrooms	3.6 m	12.0 m ²

The development proposal complies with the standard (clause 55.07-10) and provides the following:

TABLE B9 - Storage

DWELLING TYPE	MIN. STORAGE	MIN. INT. STORAGE
Studio & 1 bedroom	10 m ³	6 m ²
2 bedrooms	14 m ³	9 m ²

The development proposal complies with the following Standard Clause 55.07-15

The development proposal complies with the following Standard Clause 55.05 - 4 and 55.07 - 9

DWELLING TYPE	MIN. AREA	MIN. DIMENSION
Studio & 1 bedroom	8 m ²	1.8 m
2 bedrooms	8 m ²	2 m

- A clear opening width of at least 950mm at the entrance to the dwelling and main bedroom
- A clear path with a minimum width of 1.2m that connects the dwelling entrance to the main bedroom and the living area.
- All door clearance with a minimum width of 850mm in accordance with Standard B41.

Storage space as per clause 55.07-10
Total internal storage 9m²
Total external storage 6m²

950
CLEARANCE

BATH
3.4 X 1.8

WM.

950
CLEARANCE

ROBE

4m³ storage

BED 2
3.2 X 3

A clear path with min. 1.2m that connects the dwelling entrance to the main bedroom and the living area

F.

1m³ storage

KITCHEN
2.5 X 4.5

6100

LIVING & DINING
6 X 3.5

LIVING
3.6m min. width
12m² min area

2000

BAL. 11m²

5400

A/C

BATH
2.5 X 3.1

ROBE

4m³ storage

BED 1
4.2 X 3.1

**PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME**

PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 23 of 33

Signed:  for
MINISTER for PLANNING
Date: 4/04/2023

**AQUA
DESIGN
ARCHITECTS**

Suite 1.03/171 Union Road,
Surrey Hills, VIC 3127
03 9569 1703
info@ad-architects.com.au
www.ad-architects.com.au
ABN: 18 648 180 072

Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS

© COPYRIGHT Aqua Design Architects
ARBV Reg No. 19808

CLIENT:
FRANKY XUMING FAN, RODD
DANDENONG PTY LTD.

PROJECT:
PROPOSED SDA APARTMENT
BUILDING

21 RODD STREET, DANDENONG

DRAWING STATUS:

PLANNING

Project No. 21088 Date: 30/06/2022

Drawn: Author CheckerChecker

Scale: 1 : 50

Date: 30/06.

CheckerChecke

Sheet Size: A2

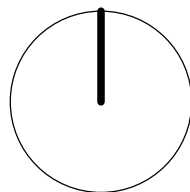
No.	Date	Description	No.	Date	Description
F	30/11/21	FOR COORDINATION	F	30/11/21	FOR COORDINATION
G	25/03/22	FOR COMMENTS	G	25/03/22	FOR COMMENTS
H	12/04/22	FOR COMMENTS	H	12/04/22	FOR COMMENTS

TP403

UNIT LAYOUT ANALYSIS 03

REVISION No.

H



FUNCTIONAL LAYOUT OBJECTIVE NOTES

The development proposal complies with the standard (clause 55.07-12) and provides the following:

TABLE D7 - Bedroom dimensions

DWELLING TYPE	MIN. WIDTH	MIN. DEPTH
Main Bedroom	3.0 m	3.4 m
Other Bedroom	3.0 m	3.0 m

NOTE: Wardrobes are provided in an addition to the minimum internal room dimensions

TABLE D8 - Living area dimensions

DWELLING TYPE	MIN. WIDTH	MIN. AREA
Studio & 1 bedroom	3.3 m	10.0 m²
2 or more bedrooms	3.6 m	12.0 m²

NOTE: Living area dimensions excluding dining and kitchen arae

STORAGE NOTES

The development proposal complies with the standard (clause 55.07-10) and provides the following:
Each dwelling to have access to usable and secure storage space. The total minimum storage space (including kitchen, bathroom and bedroom storage) to meet the requirement:

TABLE B9 - Storage

DWELLING TYPE	MIN. STORAGE	MIN. INT. STORAGE
Studio & 1 bedroom	10 m³	6 m²
2 bedrooms	14 m³	9 m²

NOTE: Storage cages to be integrated within the building design and to have high quality finishes.

NATURAL VENTILATION NOTES

The development proposal complies with the following Standard Clause 55.07-15

At least 40% of dwelling to provide effective cross ventilation with a max. breeze path of 18m and a mim. breeze path of 5m. Ventilation openings to have approximately the same area.

PRIVATE OPEN SPACE NOTES

The development proposal complies with the following Standard Clause 55.05 - 4 and 55.07 - 9

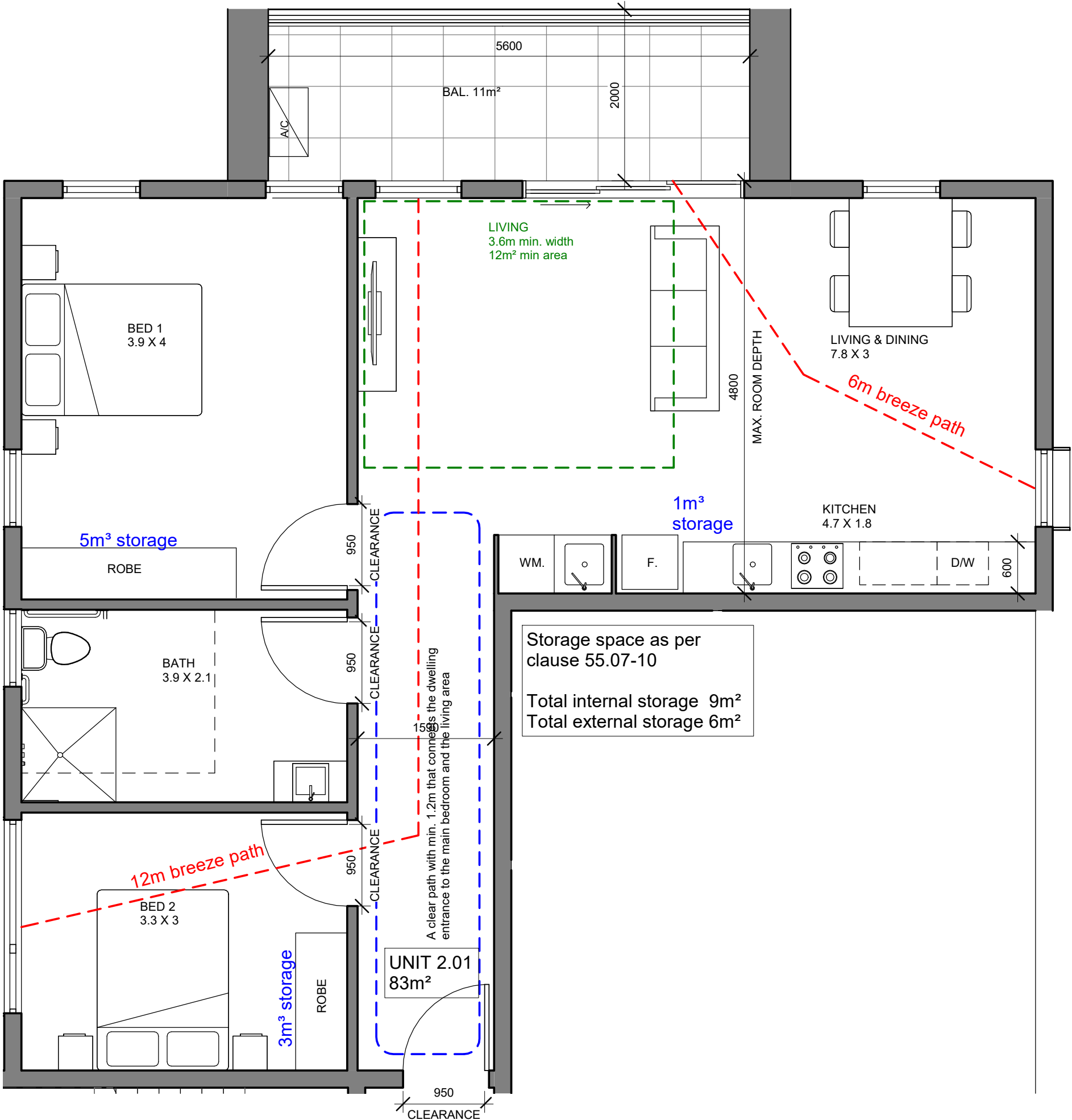
DWELLING TYPE	MIN. AREA	MIN. DIMENSION
Studio & 1 bedroom	8 m²	1.8 m
2 bedrooms	8 m²	2 m

NOTE: Where A/C condenser are shown on balconies, an additional 1.5m² has been provided

ACCESSIBILITY NOTES

- A clear opening width of at least 950mm at the entrance to the dwelling and main bedroom
- A clear path with a minimum width of 1.2m that connects the dwelling entrance to the main bedroom and the living area.
- All door clearance with a minimum width of 850mm in accordance with Standard B41.

Note: Circulation spaces in adaptable bathroom as per AS 1428.1 (Australian Standard - Design for access and mobility) and Disability Accommodation Design Standard.



UNIT 2.01

The development proposal complies with the standard (clause 55.07-12) and provides the following:

DWELLING TYPE	MIN. WIDTH	MIN. DEPTH
Main Bedroom	3.0 m	3.4 m
Other Bedroom	3.0 m	3.0 m

TABLE D8 - Living area dimensions

DWELLING TYPE	MIN. WIDTH	MIN. AREA
Studio & 1 bedroom	3.3 m	10.0 m ²
2 or more bedrooms	3.6 m	12.0 m ²

STORAGE NOTES

Each dwelling to have access to usable and secure storage space.
The total minimum storage space (including kitchen, bathroom and bedroom storage) to meet the requirement:

DWELLING TYPE	MIN. STORAGE	MIN. INT. STORAGE
Studio & 1 bedroom	10 m³	6 m²
2 bedrooms	14 m³	9 m²

NATURAL VENTILATION NOTES

At least 40% of dwelling to provide effective cross ventilation with a max. breeze path of 18m and a min. breeze path of 5m. Ventilation openings to have approximately the same area.

The development proposal complies with the following Standard Clause 55.05 - 4 and 55.07 - 9

DWELLING TYPE	MIN. AREA	MIN. DIMENSION
Studio & 1 bedroom	8 m²	1.8 m
2 bedrooms	8 m²	2 m

ACCESSIBILITY NOTES

- Note: Circulation spaces in adaptable bathroom as per AS 1428.1 (Australian Standard - Design for access and mobility) and Disability Accommodation Design Standard.

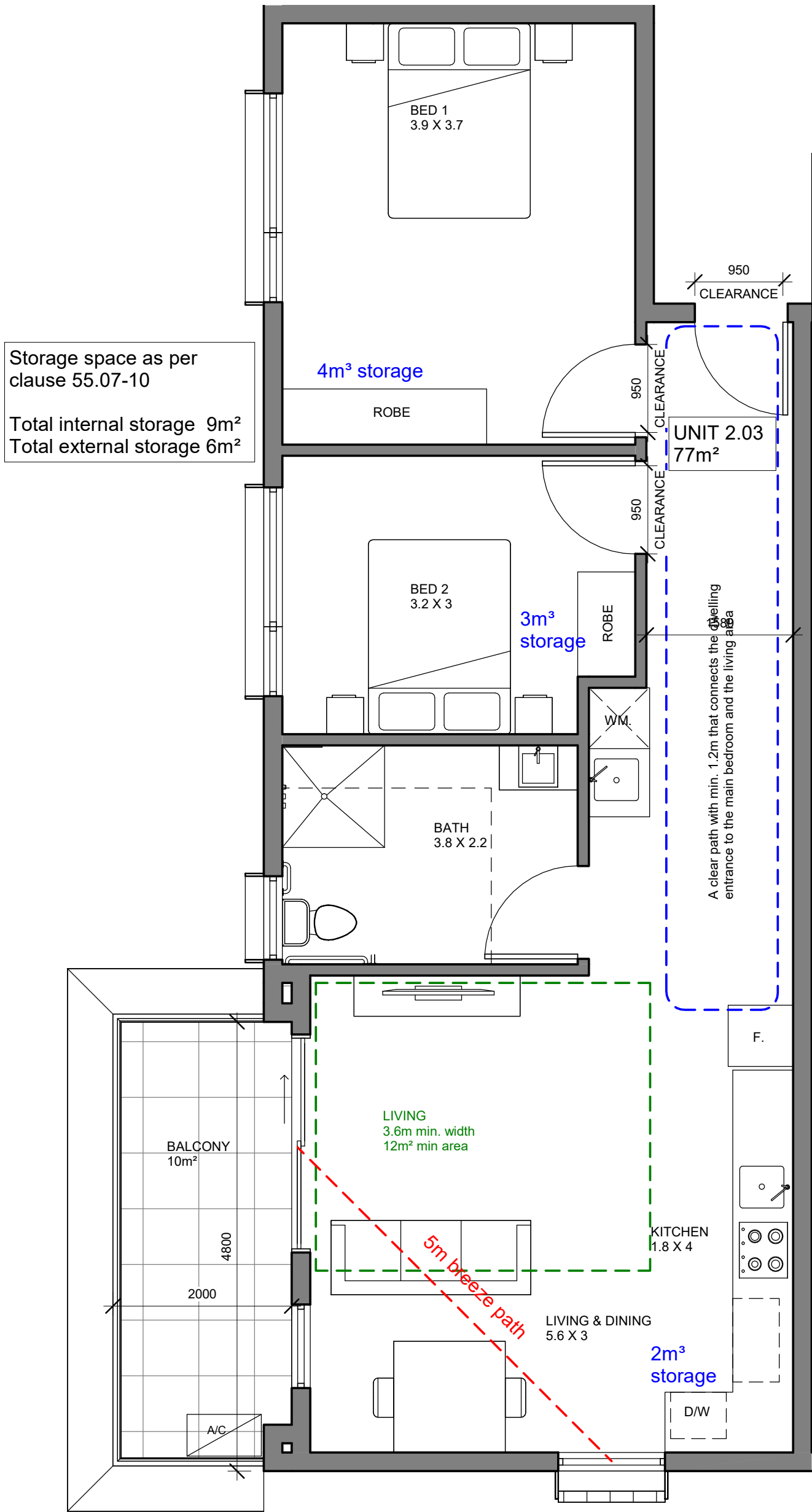


PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME

PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 26 of 33

Signed:  for
MINISTER FOR PLANNING
Date: 4/04/2023



UNIT 2.03

FUNCTIONAL LAYOUT OBJECTIVE NOTES

The development proposal complies with the standard (clause 55.07-12) and provides the following:

TABLE D7 - Bedroom dimensions

DWELLING TYPE	MIN. WIDTH	MIN. DEPTH
Main Bedroom	3.0 m	3.4 m
Other Bedroom	3.0 m	3.0 m

NOTE: Wardrobes are provided in an addition to the minimum internal room dimensions

TABLE D8 - Living area dimensions

DWELLING TYPE	MIN. WIDTH	MIN. AREA
Studio & 1 bedroom	3.3 m	10.0 m²
2 or more bedrooms	3.6 m	12.0 m²

NOTE: Living area dimensions excluding dining and kitchen arae

STORAGE NOTES

The development proposal complies with the standard (clause 55.07-10) and provides the following:

Each dwelling to have access to usable and secure storage space. The total minimum storage space (including kitchen, bathroom and bedroom storage) to meet the requirement:

TABLE B9 - Storage

DWELLING TYPE	MIN. STORAGE	MIN. INT. STORAGE
Studio & 1 bedroom	10 m³	6 m²
2 bedrooms	14 m³	9 m²

NOTE: Storage cages to be integrated within the building design and to have high quality finishes.

NATURAL VENTILATION NOTES

The development proposal complies with the following Standard Clause 55.07-15

At least 40% of dwelling to provide effective cross ventilation with a max. breeze path of 18m and a mim. breeze path of 5m. Ventilation openings to have approximately the same area.

PRIVATE OPEN SPACE NOTES

The development proposal complies with the following Standard Clause 55.05 - 4 and 55.07 - 9

DWELLING TYPE	MIN. AREA	MIN. DIMENSION
Studio & 1 bedroom	8 m²	1.8 m
2 bedrooms	8 m²	2 m

NOTE: Where A/C condenser are shown on balconies, an additional 1.5m² has been provided

ACCESSIBILITY NOTES

- A clear opening width of at least 950mm at the entrance to the dwelling and main bedroom
- A clear path with a minimum width of 1.2m that connects the dwelling entrance to the main bedroom and the living area.
- All door clearance with a minimum width of 850mm in accordance with Standard B41.

Note: Circulation spaces in adaptable bathroom as per AS 1428.1 (Australian Standard - Design for access and mobility) and Disability Accommodation Design Standard.



Suite 1.03/171 Union Road,
Surrey Hills, VIC 3127
63 9589 1703
info@ad-architects.com.au
www.ad-architects.com.au
ABN: 16 648 180 072

Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepency in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS

© COPYRIGHT Aqua Design Architects
ARBV Reg No. 19808

CLIENT:
FRANKY XUMING FAN, RODD
DANDENONG PTY LTY.

PROJECT:
PROPSOED SDA APARTMENT
BULIDING

21 RODD STREET, DANDENONG

DRAWING STATUS:
PLANNING

Project No. 21088 Date: 30/06/2022

Drawn: SJ Checked: SR

Scale: 1 : 50 Sheet Size: A2

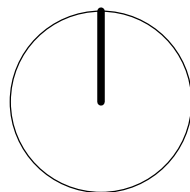
No.	Date	Description	No.	Date	Description
A	10/09/21	PLANNING	A	10/09/21	PLANNING
F	30/11/21	FOR COORDINATION	F	30/11/21	FOR COORDINATION
G	25/03/22	FOR COMMENTS	G	25/03/22	FOR COMMENTS
H	12/04/22	FOR COMMENTS	H	12/04/22	FOR COMMENTS

TP406

UNIT LAYOUT ANALYSIS 06

REVISION No.

H



FUNCTIONAL LAYOUT OBJECTIVE NOTES

The development proposal complies with the standard (clause 55.07-12) and provides the following:

TABLE D7 - Bedroom dimensions

DWELLING TYPE	MIN. WIDTH	MIN. DEPTH
Main Bedroom	3.0 m	3.4 m
Other Bedroom	3.0 m	3.0 m

NOTE: Wardrobes are provided in an addition to the minimum internal room dimensions

TABLE D8 - Living area dimensions

DWELLING TYPE	MIN. WIDTH	MIN. AREA
Studio & 1 bedroom	3.3 m	10.0 m²
2 or more bedrooms	3.6 m	12.0 m²

NOTE: Living area dimensions excluding dining and kitchen arae

STORAGE NOTES

The development proposal complies with the standard (clause 55.07-10) and provides the following:

Each dwelling to have access to usable and secure storage space. The total minimum storage space (including kitchen, bathroom and bedroom storage) to meet the requirement:

TABLE B9 - Storage

DWELLING TYPE	MIN. STORAGE	MIN. INT. STORAGE
Studio & 1 bedroom	10 m³	6 m²
2 bedrooms	14 m³	9 m²

NOTE: Storage cages to be integrated within the building design and to have high quality finishes.

NATURAL VENTILATION NOTES

The development proposal complies with the following Standard Clause 55.07-15

At least 40% of dwelling to provide effective cross ventilation with a max. breeze path of 18m and a mim. breeze path of 5m. Ventilation openings to have approximately the same area.

PRIVATE OPEN SPACE NOTES

The development proposal complies with the following Standard Clause 55.05 - 4 and 55.07 - 9

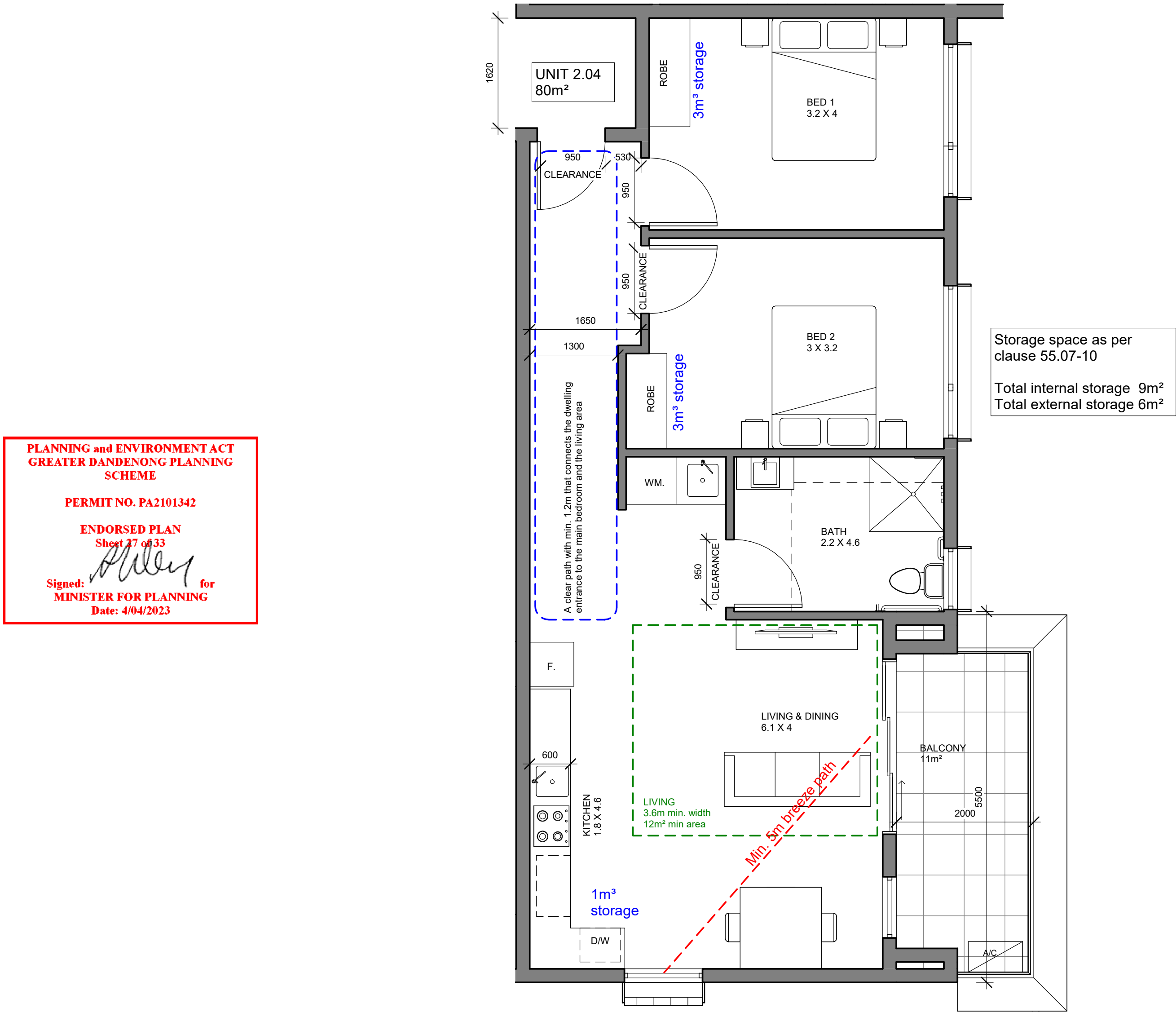
DWELLING TYPE	MIN. AREA	MIN. DIMENSION
Studio & 1 bedroom	8 m²	1.8 m
2 bedrooms	8 m²	2 m

NOTE: Where A/C condenser are shown on balconies, an additional 1.5m² has been provided

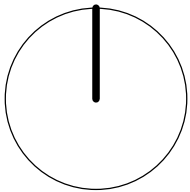
ACCESSIBILITY NOTES

- A clear opening width of at least 950mm at the entrance to the dwelling and main bedroom
- A clear path with a minimum width of 1.2m that connects the dwelling entrance to the main bedroom and the living area.
- All door clearance with a minimum width of 850mm in accordance with Standard B41.

Note: Circulation spaces in adaptable bathroom as per AS 1428.1 (Australian Standard - Design for access and mobility) and Disability Accommodation Design Standard.



UNIT 2.04

 Suite 1.03/171 Union Road, Surrey Hills, VIC 3127 63 9589 1703 info@ad-architects.com.au www.ad-architects.com.au ABN: 16 648 180 072	Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS	CLIENT: FRANKY XUMING FAN, RODD DANDENONG PTY LTD.	DRAWING STATUS: PLANNING	No.	Date	Description	No.	Date	Description	TP407 UNIT LAYOUT ANALYSIS 07	
				F	30/11/21	FOR COORDINATION	F	30/11/21	FOR COORDINATION		
				G	25/03/22	FOR COMMENTS	G	25/03/22	FOR COMMENTS		
				H	12/04/22	FOR COMMENTS	H	12/04/22	FOR COMMENTS		
	© COPYRIGHT Aqua Design Architects ARBV Reg No. 19808	PROJECT: PROPSOED SDA APARTMENT BUILDING 21 RODD STREET, DANDENONG	Project No. 21088 Date: 30/06/2022	Drawn: Author	Checker: Checker					REVISION No. H	
				Scale: 1 : 50	Sheet Size: A2						

FUNCTIONAL LAYOUT OBJECTIVE NOTES

The development proposal complies with the standard (clause 55.07-12) and provides the following:

TABLE D7 - Bedroom dimensions

DWELLING TYPE	MIN. WIDTH	MIN. DEPTH
Main Bedroom	3.0 m	3.4 m
Other Bedroom	3.0 m	3.0 m

NOTE: Wardrobes are provided in an addition to the minimum internal room dimensions

TABLE D8 - Living area dimensions

DWELLING TYPE	MIN. WIDTH	MIN. AREA
Studio & 1 bedroom	3.3 m	10.0 m²
2 or more bedrooms	3.6 m	12.0 m²

NOTE: Living area dimensions excluding dining and kitchen arae

STORAGE NOTES

The development proposal complies with the standard (clause 55.07-10) and provides the following:
Each dwelling to have access to usable and secure storage space. The total minimum storage space (including kitchen, bathroom and bedroom storage) to meet the requirement:

TABLE B9 - Storage

DWELLING TYPE	MIN. STORAGE	MIN. INT. STORAGE
Studio & 1 bedroom	10 m³	6 m²
2 bedrooms	14 m³	9 m²

NOTE: Storage cages to be integrated within the building design and to have high quality finishes.

NATURAL VENTILATION NOTES

The development proposal complies with the following Standard Clause 55.07-15

At least 40% of dwelling to provide effective cross ventilation with a max. breeze path of 18m and a mim. breeze path of 5m. Ventilation openings to have approximately the same area.

PRIVATE OPEN SPACE NOTES

The development proposal complies with the following Standard Clause 55.05 - 4 and 55.07 - 9

DWELLING TYPE	MIN. AREA	MIN. DIMENSION
Studio & 1 bedroom	8 m²	1.8 m
2 bedrooms	8 m²	2 m

NOTE: Where A/C condenser are shown on balconies, an additional 1.5m² has been provided

ACCESSIBILITY NOTES

- A clear opening width of at least 950mm at the entrance to the dwelling and main bedroom
- A clear path with a minimum width of 1.2m that connects the dwelling entrance to the main bedroom and the living area.
- All door clearance with a minimum width of 850mm in accordance with Standard B41.

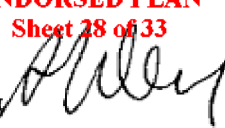
Note: Circulation spaces in adaptable bathroom as per AS 1428.1 (Australian Standard - Design for access and mobility) and Disability Accommodation Design Standard.

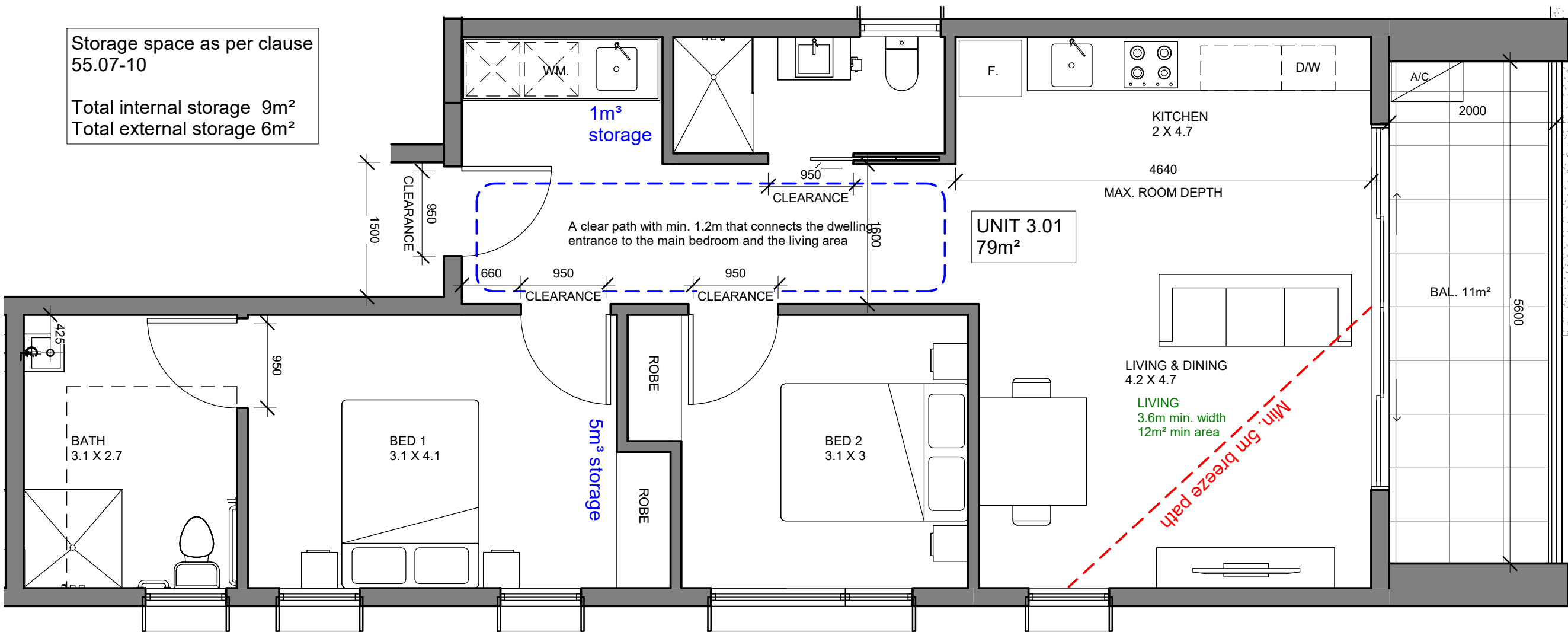
PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME

PERMIT NO. PA2101342

ENDORSED PLAN

Sheet 28 of 33

Signed:  for
MINISTER FOR PLANNING
Date: 4/04/2023



UNIT 3.01



Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS

© COPYRIGHT Aqua Design Architects
ARBV Reg No. 19808

CLIENT:
FRANKY XUMING FAN, RODD
DANDENONG PTY LTY.

PROJECT:
PROPSOED SDA APARTMENT
BULIDING

21 RODD STREET, DANDENONG

DRAWING STATUS:
PLANNING

Project No. 21088 Date: 30/06/2022

Drawn: SJ Checked: SR

Scale: 1 : 50 Sheet Size: A2

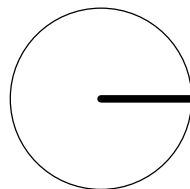
No.	Date	Description	No.	Date	Description
F	30/11/21	FOR COORDINATION	F	30/11/21	FOR COORDINATION
G	25/03/22	FOR COMMENTS	G	25/03/22	FOR COMMENTS
H	12/04/22	FOR COMMENTS	H	12/04/22	FOR COMMENTS

TP408

UNIT LAYOUT ANALYSIS 08

REVISION No.

H



FUNCTIONAL LAYOUT OBJECTIVE NOTES

The development proposal complies with the standard (clause 55.07-12) and provides the following:

TABLE D7 - Bedroom dimensions

DWELLING TYPE	MIN. WIDTH	MIN. DEPTH
Main Bedroom	3.0 m	3.4 m
Other Bedroom	3.0 m	3.0 m

NOTE: Wardrobes are provided in an addition to the minimum internal room dimensions

TABLE D8 - Living area dimensions

DWELLING TYPE	MIN. WIDTH	MIN. AREA
Studio & 1 bedroom	3.3 m	10.0 m²
2 or more bedrooms	3.6 m	12.0 m²

NOTE: Living area dimensions excluding dining and kitchen arae

STORAGE NOTES

The development proposal complies with the standard (clause 55.07-10) and provides the following:
Each dwelling to have access to usable and secure storage space. The total minimum storage space (including kitchen, bathroom and bedroom storage) to meet the requirement:

TABLE B9 - Storage

DWELLING TYPE	MIN. STORAGE	MIN. INT. STORAGE
Studio & 1 bedroom	10 m³	6 m²
2 bedrooms	14 m³	9 m²

NOTE: Storage cages to be integrated within the building design and to have high quality finishes.

NATURAL VENTILATION NOTES

The development proposal complies with the following Standard Clause 55.07-15

At least 40% of dwelling to provide effective cross ventilation with a max. breeze path of 18m and a mim. breeze path of 5m. Ventilation openings to have approximately the same area.

PRIVATE OPEN SPACE NOTES

The development proposal complies with the following Standard Clause 55.05 - 4 and 55.07 - 9

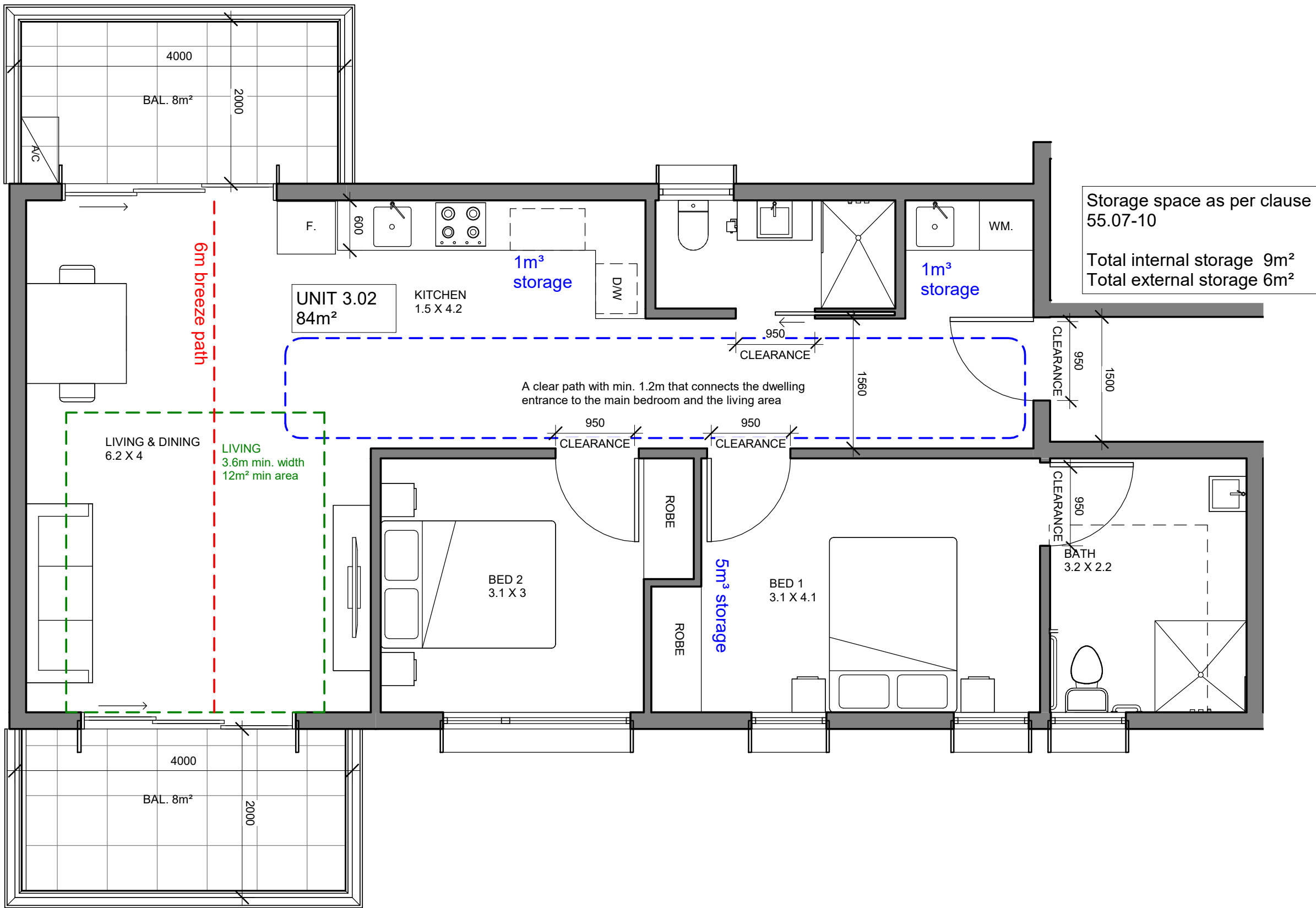
DWELLING TYPE	MIN. AREA	MIN. DIMENSION
Studio & 1 bedroom	8 m²	1.8 m
2 bedrooms	8 m²	2 m

NOTE: Where A/C condenser are shown on balconies, an additional 1.5m² has been provided

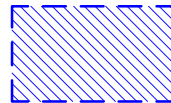
ACCESSIBILITY NOTES

- A clear opening width of at least 950mm at the entrance to the dwelling and main bedroom
- A clear path with a minimum width of 1.2m that connects the dwelling entrance to the main bedroom and the living area.
- All door clearance with a minimum width of 850mm in accordance with Standard B41.

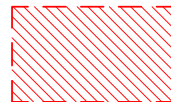
Note: Circulation spaces in adaptable bathroom as per AS 1428.1 (Australian Standard - Design for access and mobility) and Disability Accommodation Design Standard.



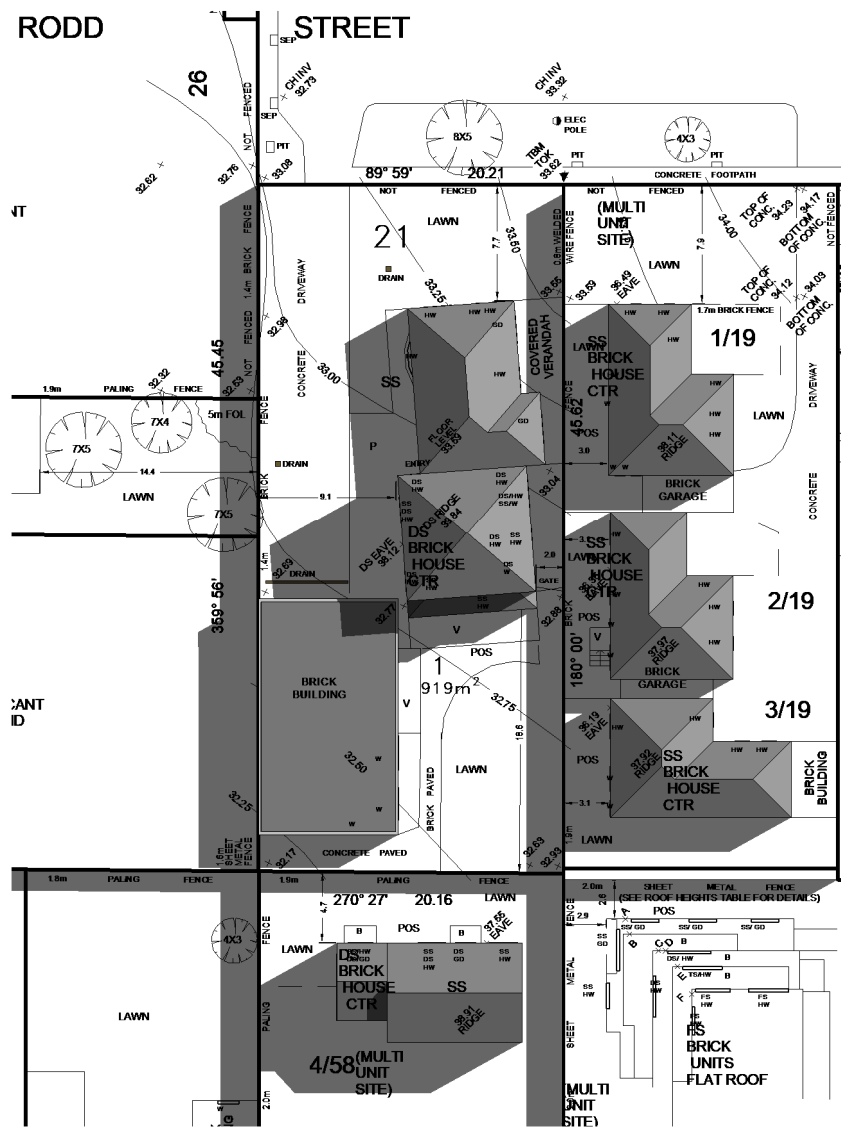
UNIT 3.02



Additional shadow by proposed building to neighbour's POS



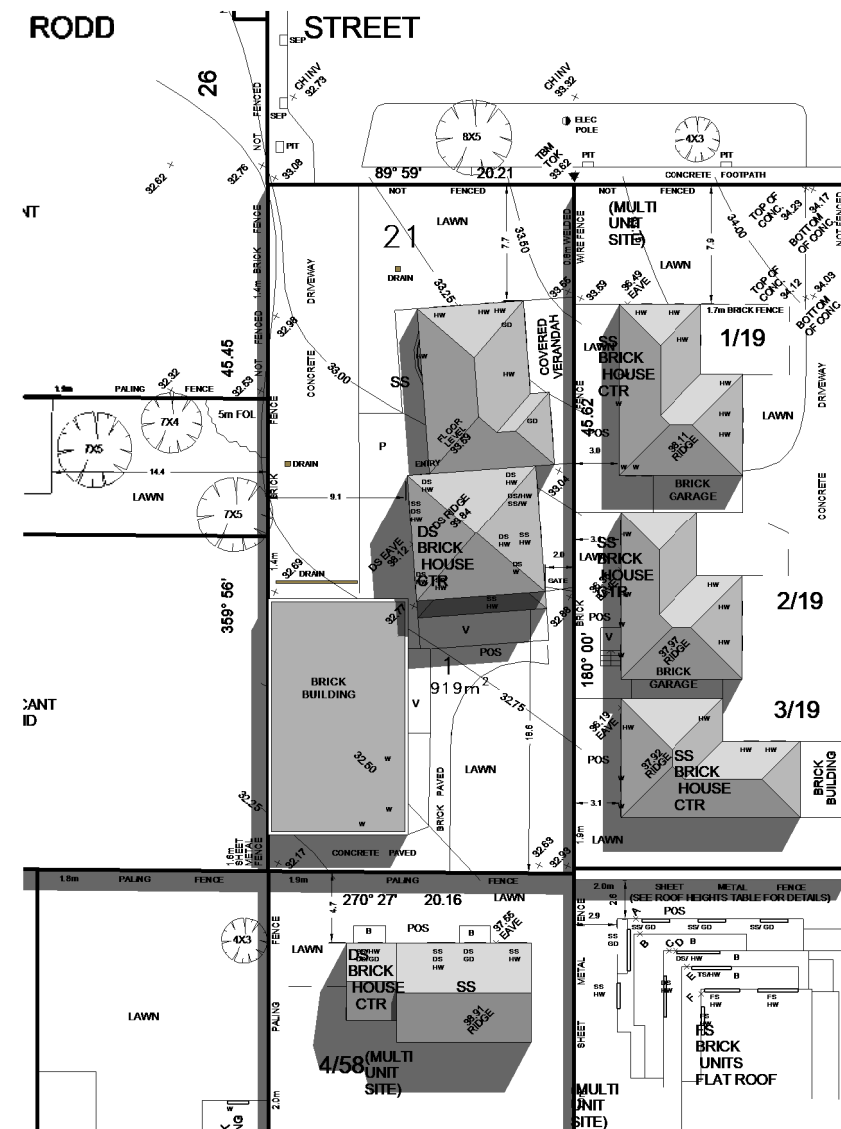
Area with min. dimension of 3m receives sunlight



1 Existing Sept 22nd 9am
1 : 500



3 Existing Sept 22nd 10am
1 : 500



5 Existing Sept 22nd 11am
1 : 500

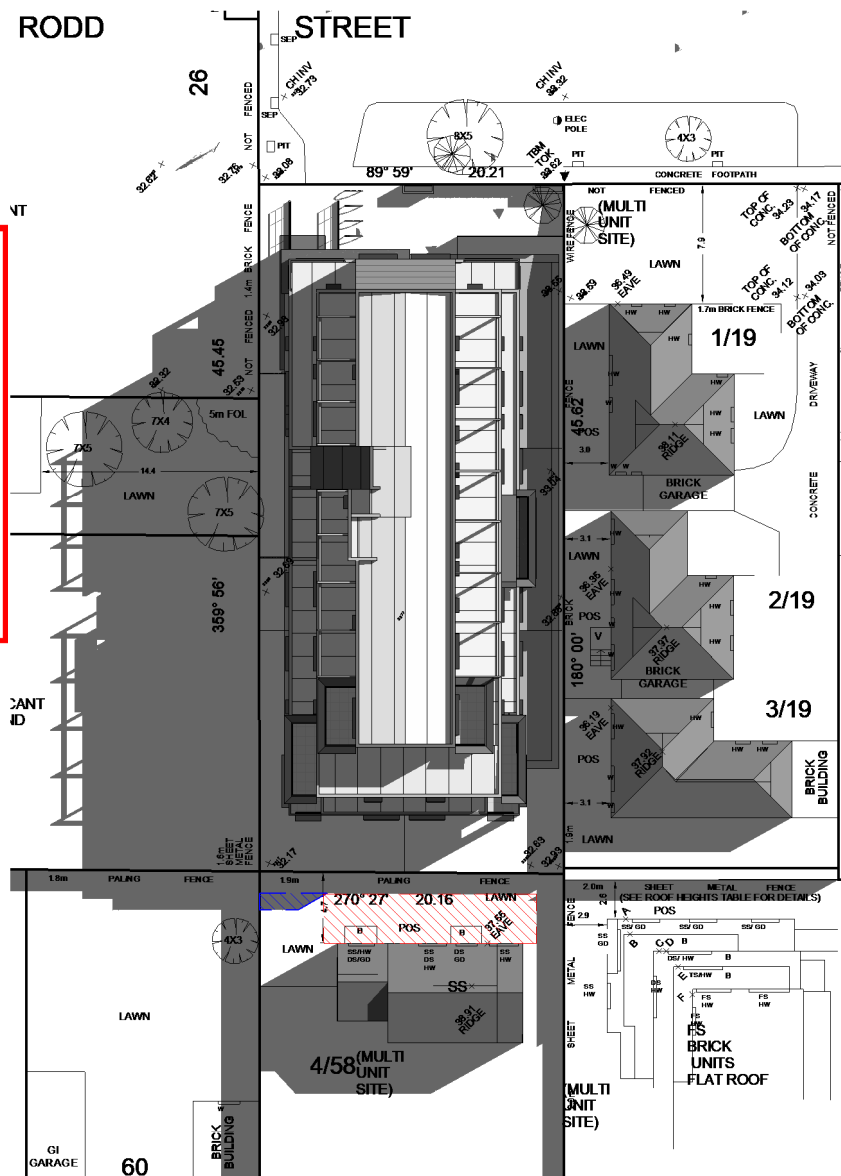
PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME

PERMIT NO. PA2101342

ENDORSED PLAN

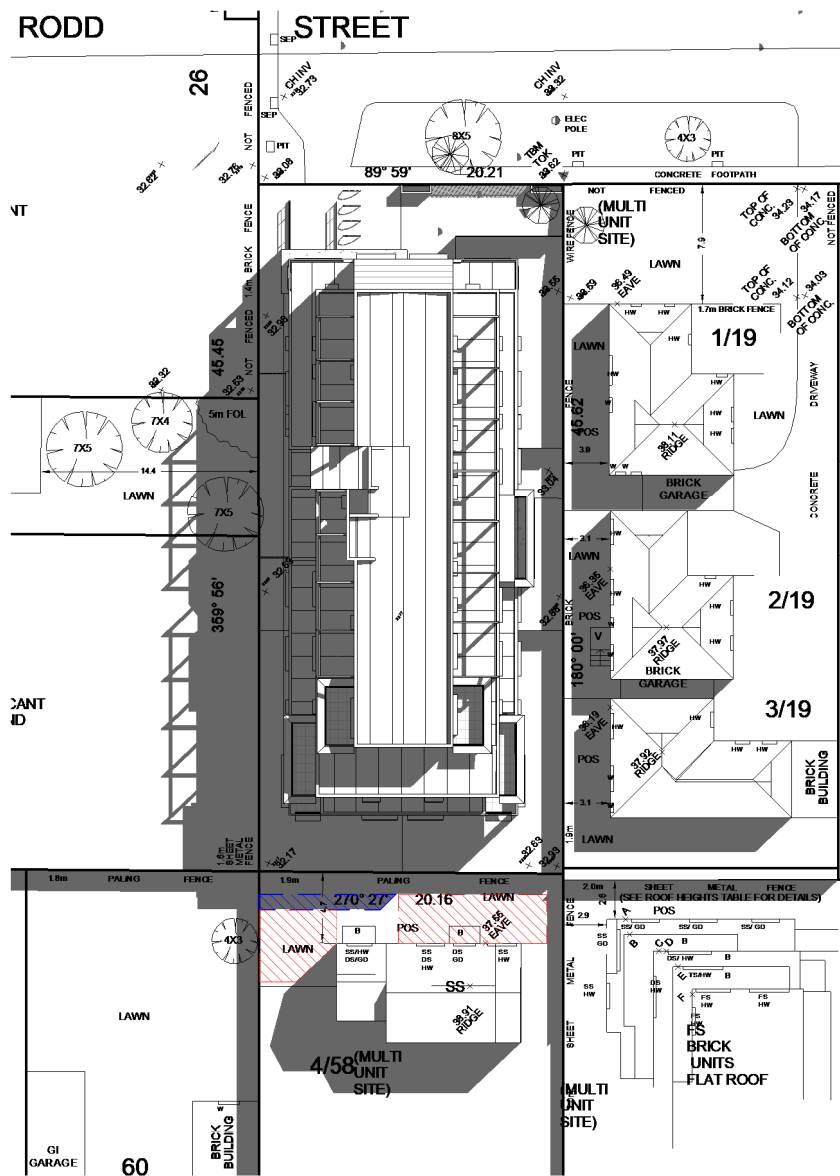
Sheet 20 of 33

Signed:  for
MINISTER FOR PLANNING
Date: 4/04/2023



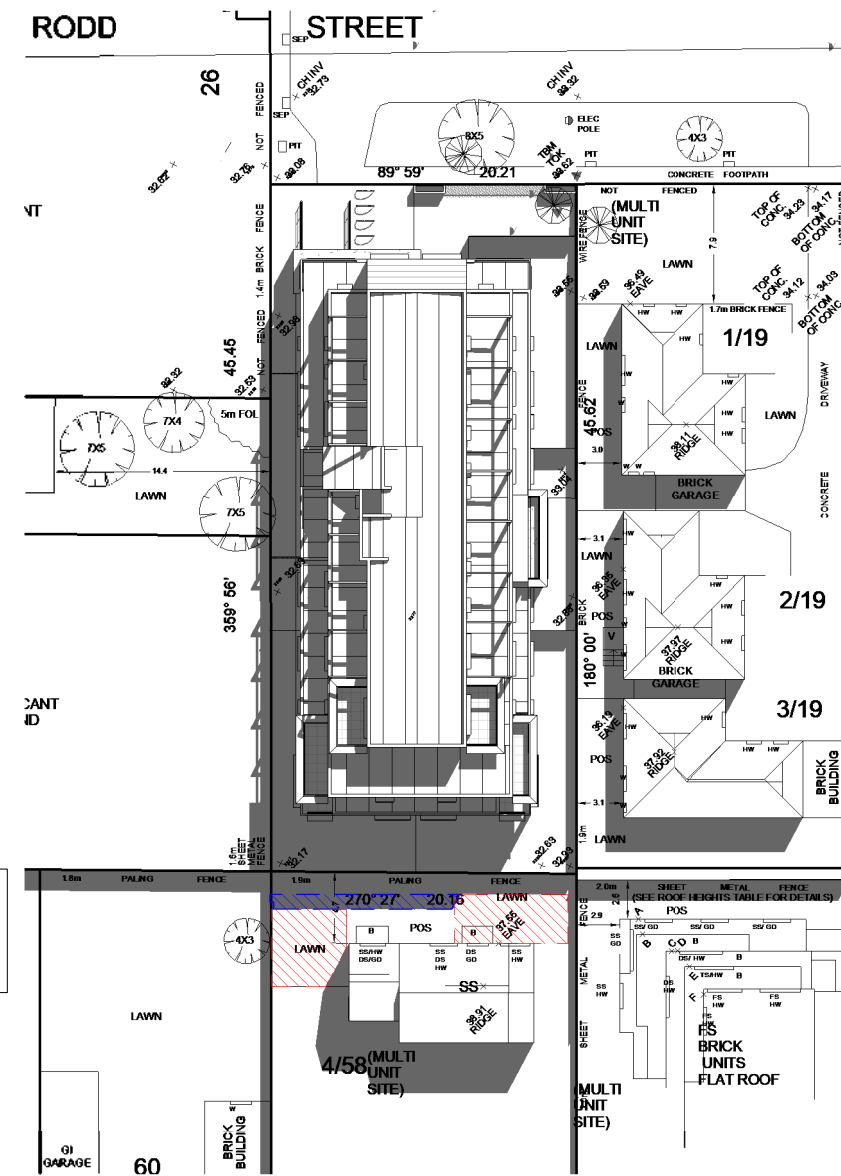
4/58 Scott St.
POS with 3m receives sunlight 46m²
Total POS receives sunlight 70m²
Total POS 110m²
Percentage 64%

2 Proposed Sept 22nd 9am
1 : 500



4/58 Scott St.
POS with 3m receives sunlight 53m²
Total POS receives sunlight 75m²
Total POS 110m²
Percentage 68%

4 Proposed Sept 22nd 10am
1 : 500



4/58 Scott St.
POS with 3m receives sunlight 47m²
Total POS with sunlight 80m²
Total POS 110m²
Percentage 73%

6 Proposed Sept 22nd 11am
1 : 500



Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS

© COPYRIGHT Aqua Design Architects
ARBV Reg No. 19088

CLIENT:
FRANKY XUMING FAN, RODD
DANDENONG PTY LTD.

PROJECT:
PROPOSED SDA APARTMENT
BUILDING
21 RODD STREET, DANDENONG

DRAWING STATUS:
PLANNING

Project No. 21088 Date: 30/06/2022

Drawn: SJ Checked: SR

Scale: As indicated Sheet Size: A2

No.	Date	Description
A	10/09/21	PLANNING
B	15/10/21	ISSUE FOR COMMENTS
C	05/11/21	FOR COMMENTS
D	08/11/21	FOR COMMENTS
E	22/11/21	FOR COMMENTS
F	30/11/21	FOR COORDINATION

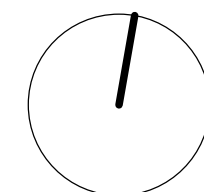
No.	Date	Description
A	10/09/21	PLANNING
B	15/10/21	ISSUE FOR COMMENTS
C	05/11/21	FOR COMMENTS
D	08/11/21	FOR COMMENTS
E	22/11/21	FOR COMMENTS
F	30/11/21	FOR COORDINATION

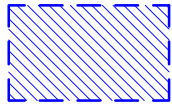
TP501

SHADOW DIAGRAM 01

REVISION No.

F





Additional shadow by proposed building to neighbour's POS



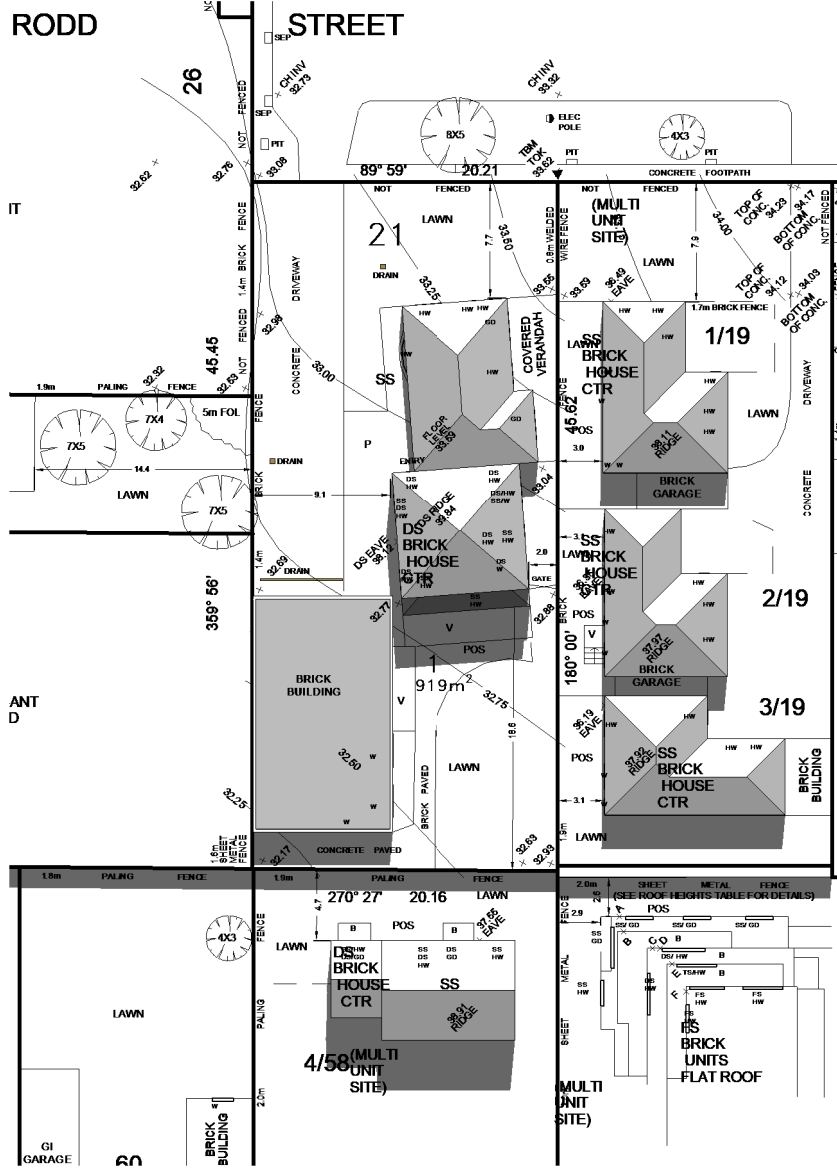
Area with min. dimension of 3m receives sunlight

PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME

PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 21 of 33

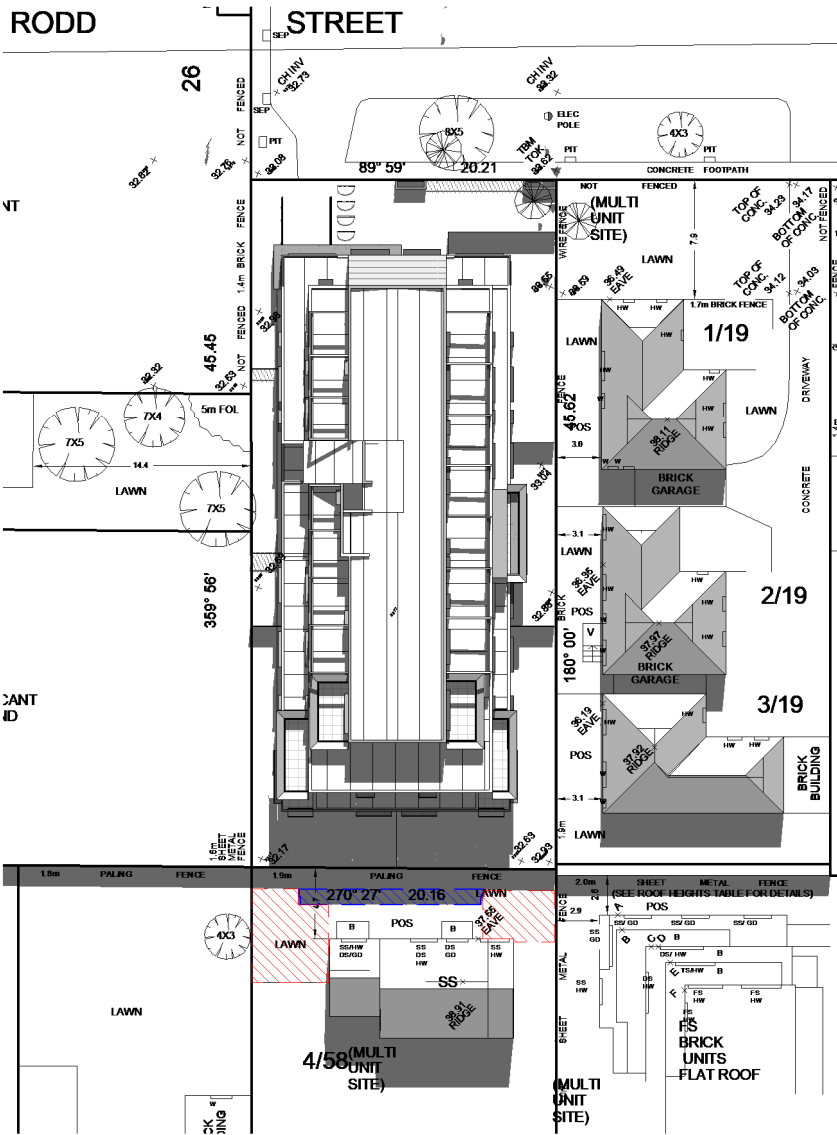
Signed:  for
MINISTER FOR PLANNING
Date: 4/04/2023



1

Existing Sept 22nd 12pm

1 : 500



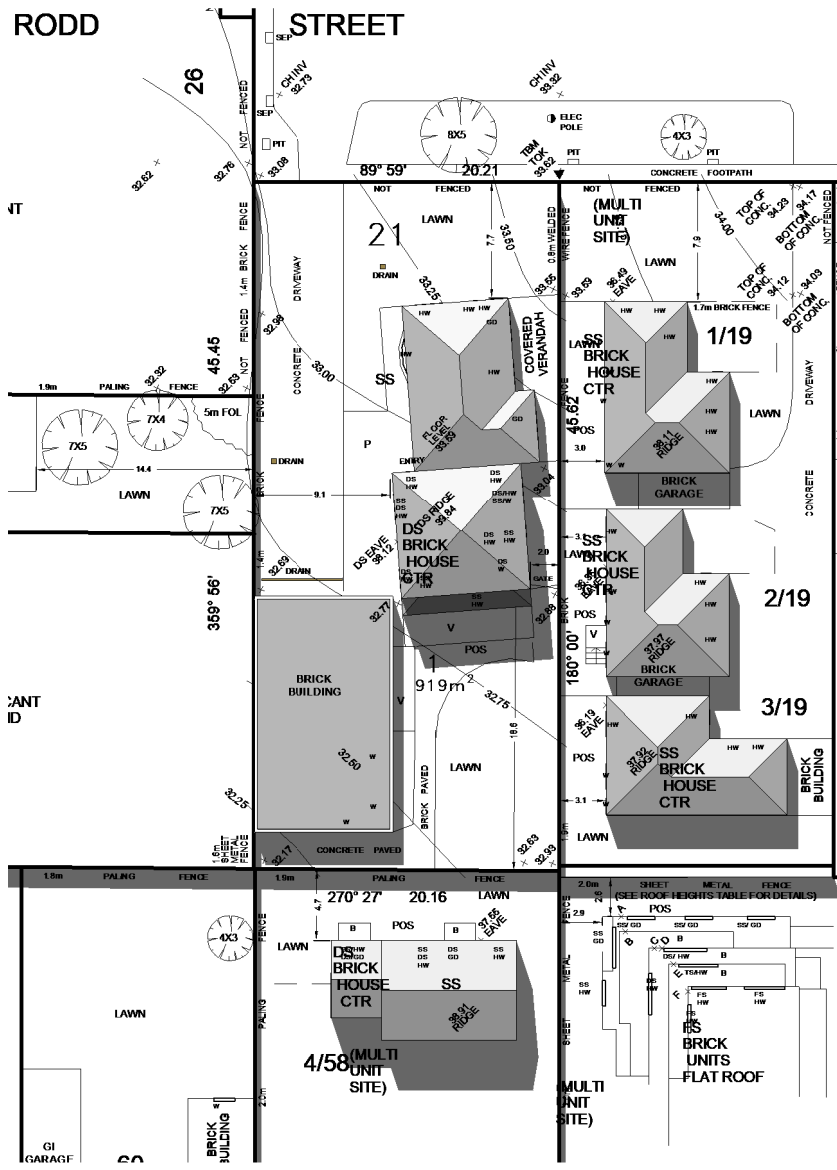
2

Proposed Sept 22nd 12pm

1 : 500

4/58 Scott St.
POS with 3m receives sunlight 45m²
Total POS receives sunlight 86m²
Total POS 110m²
Percentage 78%

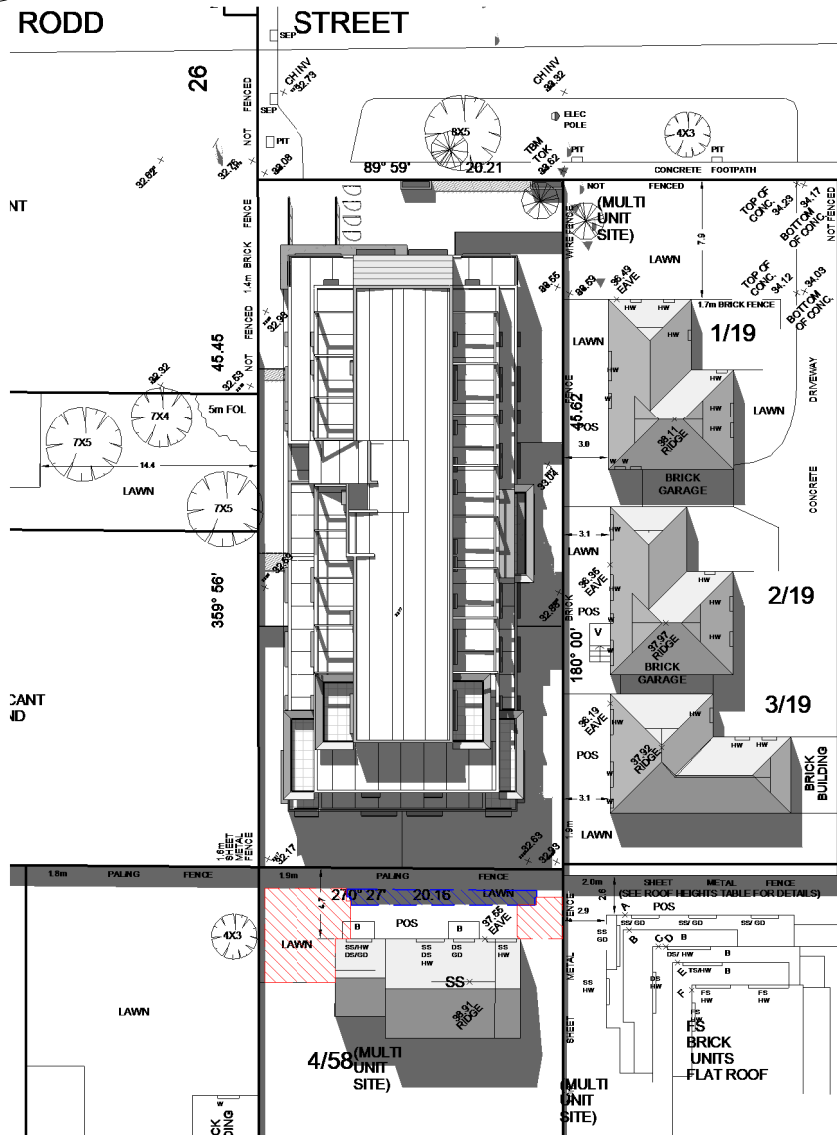
4/58 Scott St.
POS with 3m receives sunlight 40m²
Total POS receives sunlight 62m²
Total POS 110m²
Percentage 75%



3

Existing Sept 22nd 1pm

1 : 500

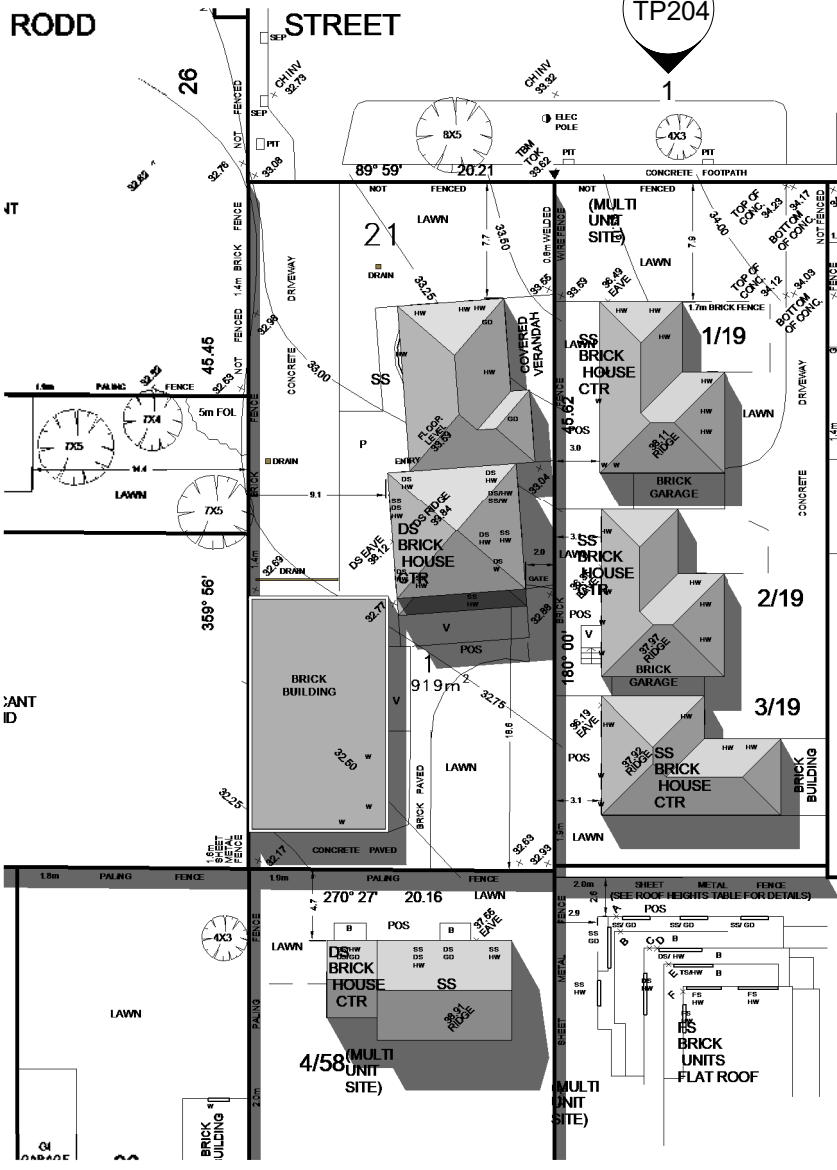


4

Proposed Sept 22nd 1pm

1 : 500

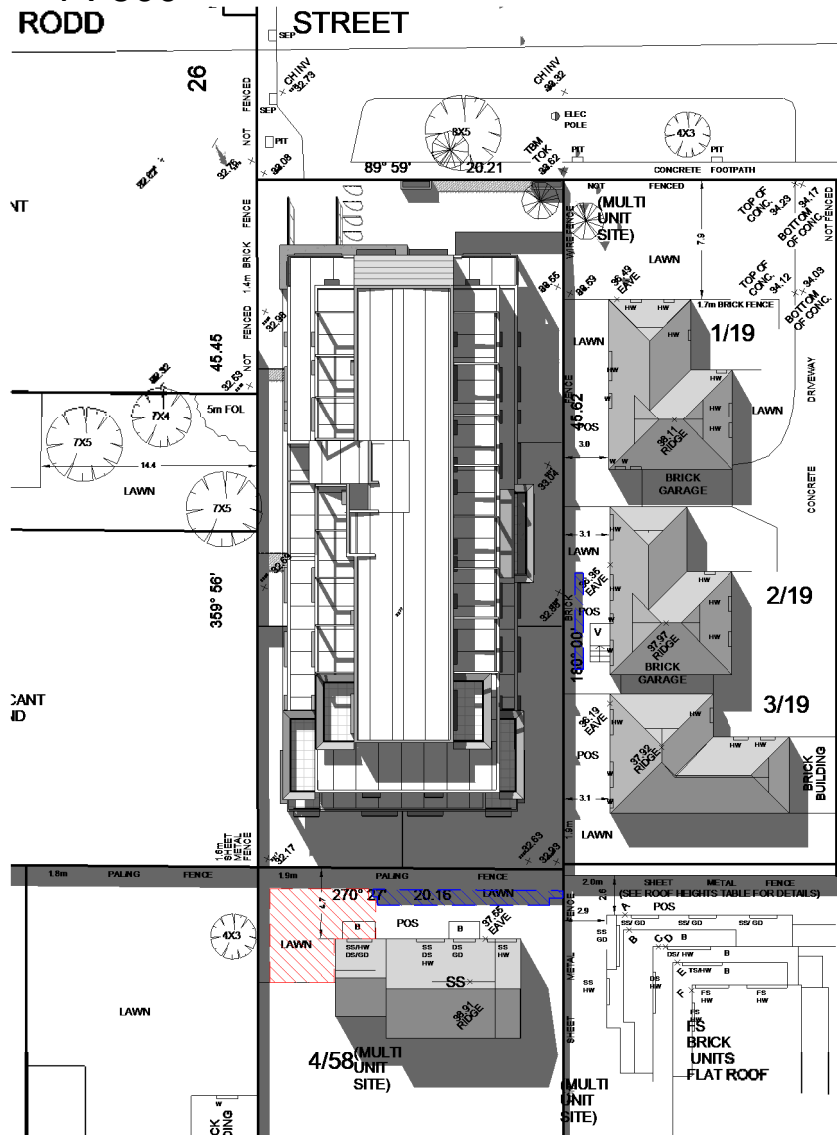
4/58 Scott St.
POS with 3m receives sunlight 35m²
Total POS receives sunlight 75m²
Total POS 110m²
Percentage 68%



5

Existing Sept 22nd 1.30pm

1 : 500



6

Proposed Sept 22nd 1.30pm

1 : 500



Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS

© COPYRIGHT Aqua Design Architects
ARBV Reg No. 19808

CLIENT:
FRANKY XUMING FAN, RODD
DANDENONG PTY LTD.

PROJECT:
PROPOSED SDA APARTMENT
BUILDING
21 RODD STREET, DANDENONG

DRAWING STATUS:
PLANNING

Project No. 21088 Date: 30/06/2022

Drawn: SJ Checked: SR

Scale: As indicated Sheet Size: A2

No.	Date	Description
A	10/09/21	PLANNING
B	15/10/21	ISSUE FOR COMMENTS
C	05/11/21	FOR COMMENTS
D	08/11/21	FOR COMMENTS
E	22/11/21	FOR COMMENTS
F	30/11/21	FOR COORDINATION

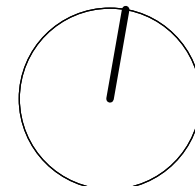
No.	Date	Description
A	10/09/21	PLANNING
B	15/10/21	ISSUE FOR COMMENTS
C	05/11/21	FOR COMMENTS
D	08/11/21	FOR COMMENTS
E	22/11/21	FOR COMMENTS
F	30/11/21	FOR COORDINATION

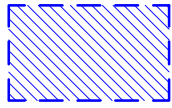
TP502

SHADOW DIAGRAM 02

REVISION No.

F





Additional shadow by proposed building to neighbour's POS



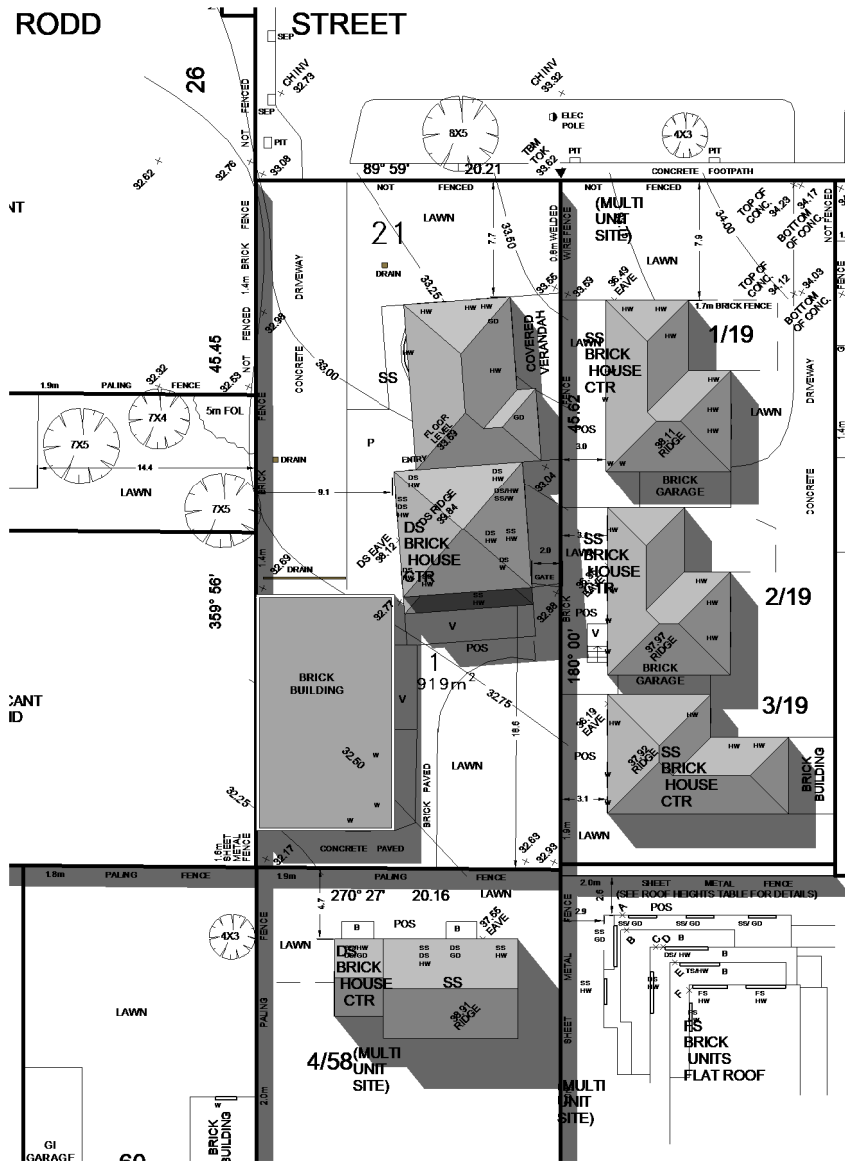
Area with min. dimension of 3m receives sunlight

PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME

PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 22 of 33

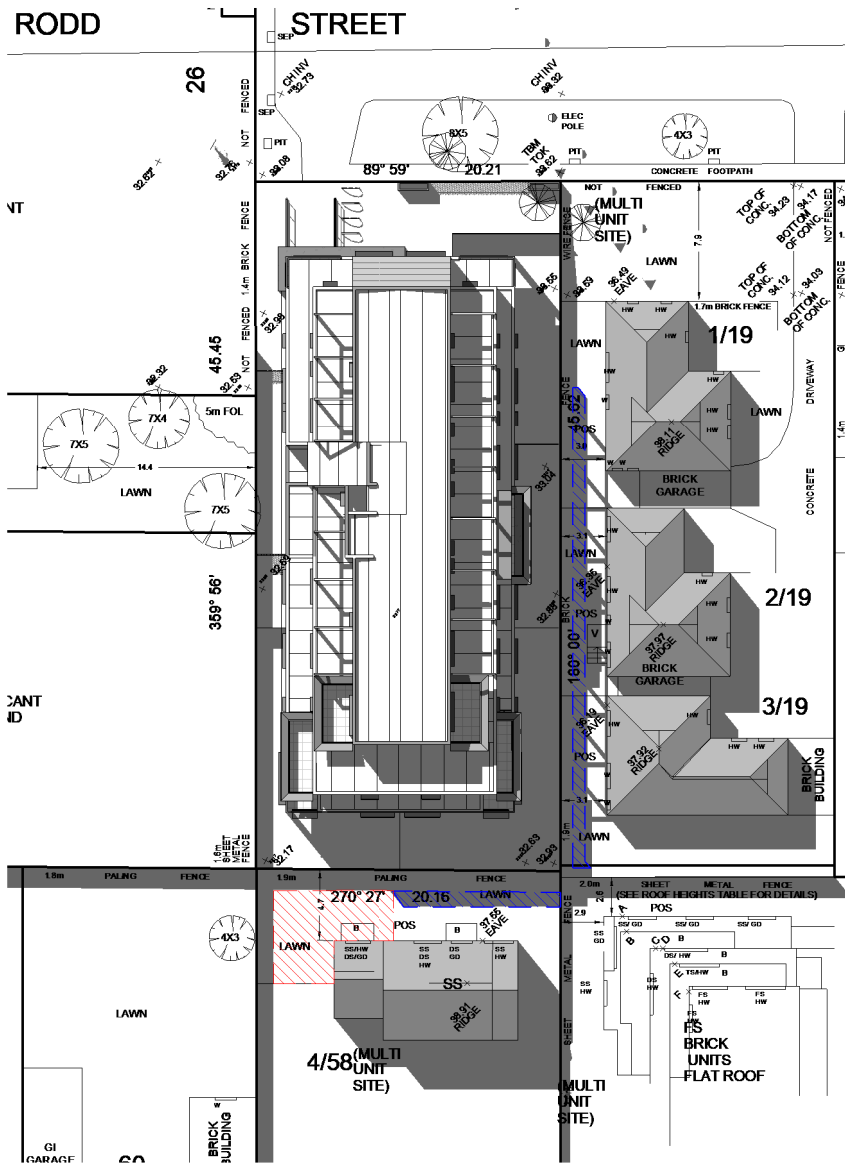
Signed:  for
MINISTER FOR PLANNING
Date: 4/04/2023



1

Existing Sept 22nd 2pm

1 : 500

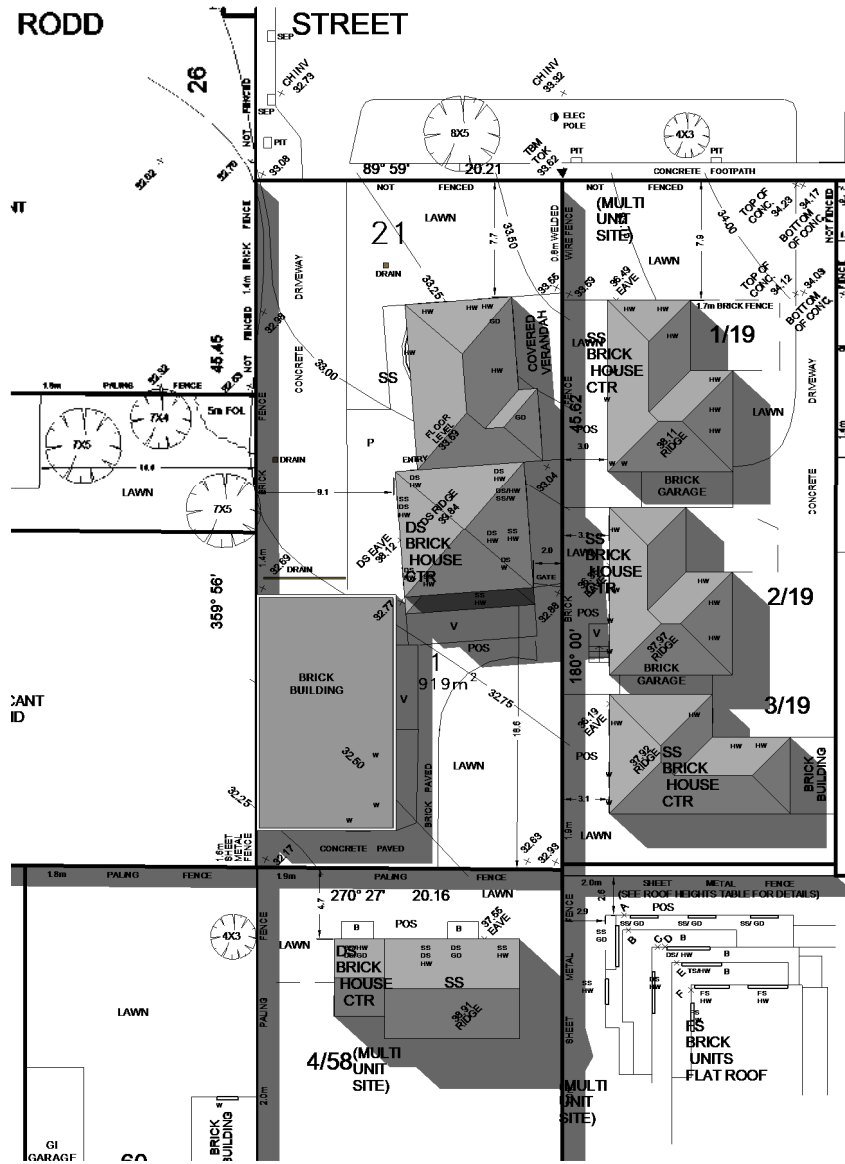


2

Proposed Sept 22nd 2pm

1 : 500

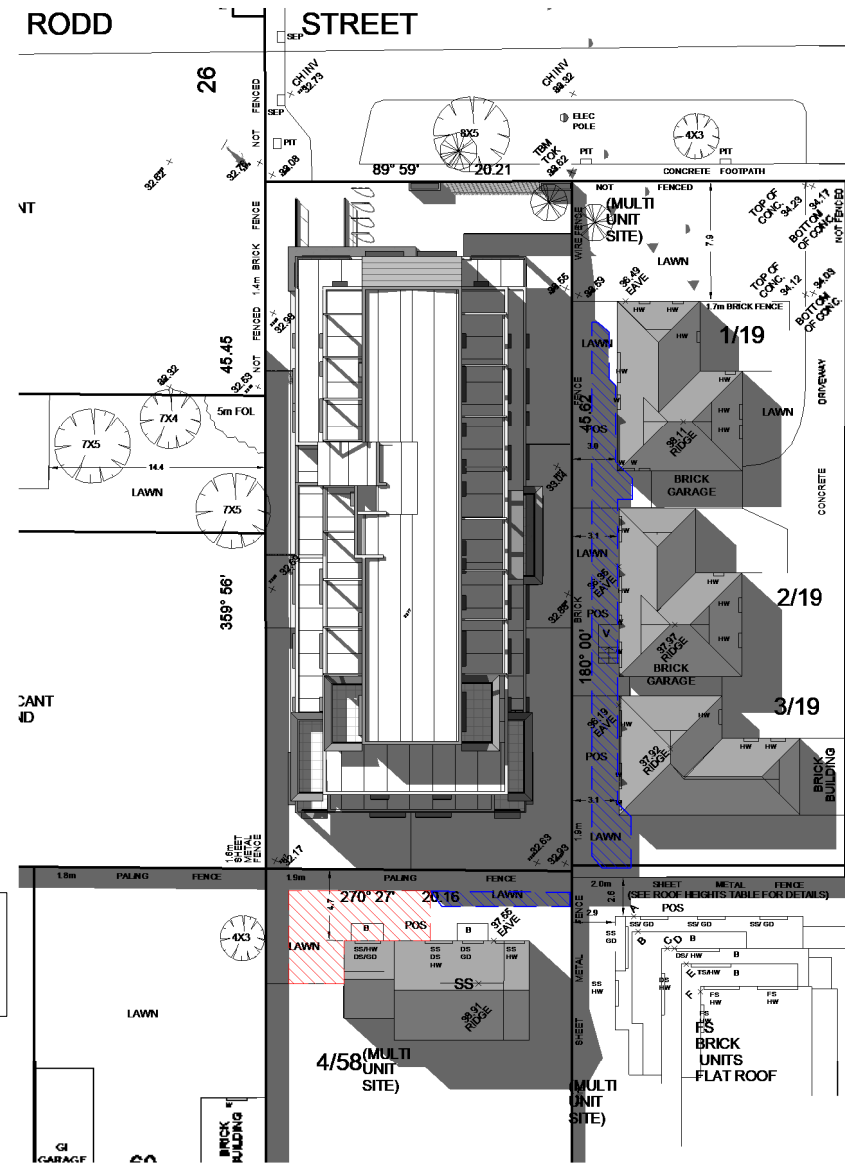
4/58 Scott St.
POS with 3m receives sunlight 38m²
Total POS receives sunlight 69m²
Total POS 110m²
Percentage 63%



3

Existing Sept 22nd 2.30pm

1 : 500

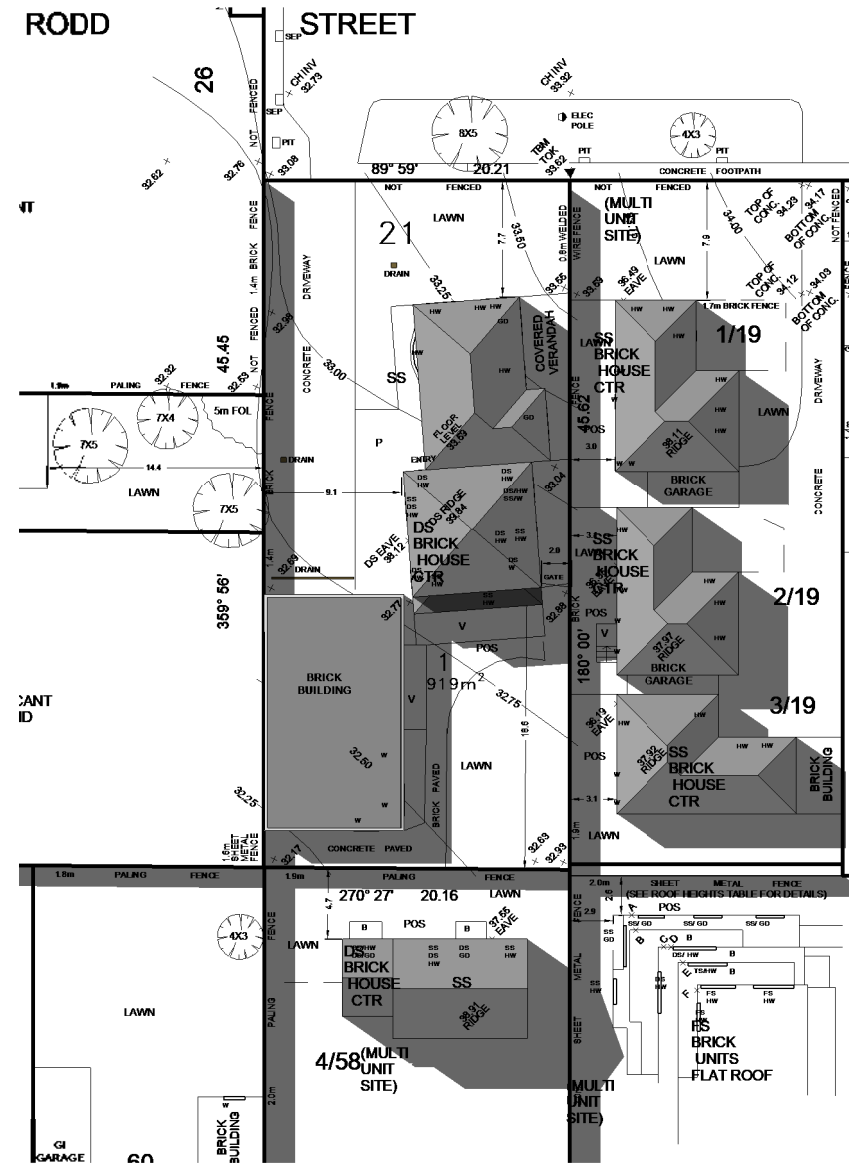


4

Proposed Sept 22nd 2.30pm

1 : 500

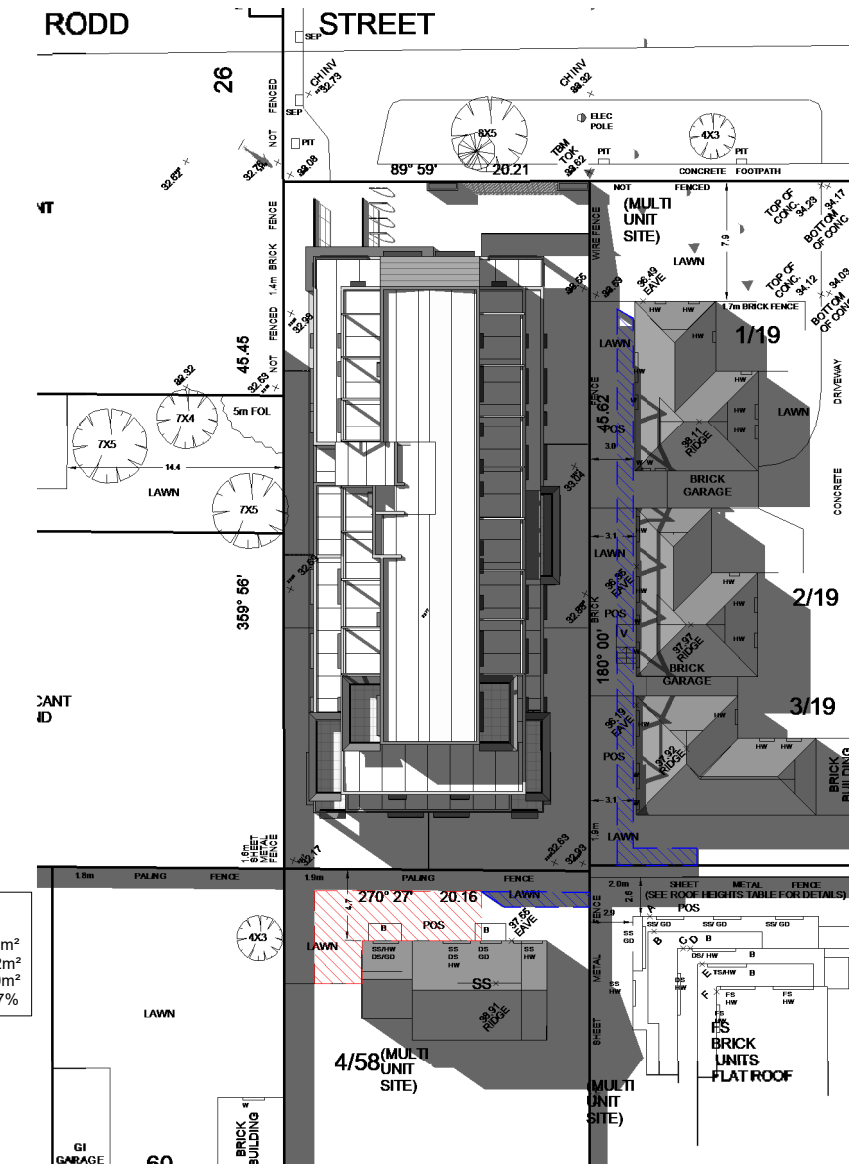
4/58 Scott St.
POS with 3m receives sunlight 41m²
Total POS receives sunlight 65m²
Total POS 110m²
Percentage 59%



5

Existing Sept 22nd 3pm

1 : 500



6

Proposed Sept 22nd 3pm

1 : 500

4/58 Scott St.
POS with 3m receives sunlight 45m²
Total POS receives sunlight 62m²
Total POS 110m²
Percentage 57%



Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS

© COPYRIGHT Aqua Design Architects
ARBV Reg No. 19808

CLIENT:
FRANKY XUMING FAN, RODD
DANDENONG PTY LTD.

PROJECT:
PROPOSED SDA APARTMENT
BUILDING

21 RODD STREET, DANDENONG

DRAWING STATUS:
PLANNING

Project No. 21088 Date: 30/06/2022

Drawn: Author Checker/Checker

Scale: As indicated Sheet Size: A2

No.	Date	Description
A	10/09/21	PLANNING
B	15/10/21	ISSUE FOR COMMENTS
C	05/11/21	FOR COMMENTS
D	08/11/21	FOR COMMENTS
E	22/11/21	FOR COMMENTS
F	30/11/21	FOR COORDINATION

No.	Date	Description
A	10/09/21	PLANNING
B	15/10/21	ISSUE FOR COMMENTS
C	05/11/21	FOR COMMENTS
D	08/11/21	FOR COMMENTS
E	22/11/21	FOR COMMENTS
F	30/11/21	FOR COORDINATION

TP503
SHADOW DIAGRAM 03

REVISION No.

F



1 PERSPECTIVE 1



2 PERSPECTIVE 2

PLANNING and ENVIRONMENT ACT
GREATER DANDENONG PLANNING
SCHEME

PERMIT NO. PA2101342

ENDORSED PLAN
Sheet 33 of 33

Signed: *[Signature]* for
MINISTER FOR PLANNING
Date: 4/04/2023



Do not scale. All drawings, layouts and area calculations are indicative only and are subject to approval by the relevant Authorities. The drawings, designs and specifications and copyright therein are the property of AQUA DESIGN ARCHITECTS, and must not be used, copied or reproduced wholly or in part without express written permission of AQUA DESIGN ARCHITECTS. Any discrepancy in drawings or specifications shall be referred to AQUA DESIGN ARCHITECTS

© COPYRIGHT Aqua Design Architects
ARBV Reg No. 19808

CLIENT:
FRANKY XUMING FAN, RODD
DANDENONG PTY LTD.

PROJECT:
PROPOSED SDA APARTMENT
BUILDING

21 RODD STREET, DANDENONG

DRAWING STATUS:
PLANNING

Project No. 21088 Date: 30/06/2022

Drawn: SJ Checked: SR

Scale: Sheet Size: A2

No.	Date	Description	No.	Date	Description
A	10/09/21	PLANNING	A	10/09/21	PLANNING
B	15/10/21	ISSUE FOR COMMENTS	B	15/10/21	ISSUE FOR COMMENTS
C	05/11/21	FOR COMMENTS	C	05/11/21	FOR COMMENTS
D	08/11/21	FOR COMMENTS	D	08/11/21	FOR COMMENTS
E	22/11/21	FOR COMMENTS	E	22/11/21	FOR COMMENTS
F	30/11/21	FOR COORDINATION	F	30/11/21	FOR COORDINATION

TP601
PERSPECTIVE

REVISION No.
F



Department of Transport
and Planning

GPO Box 2392
Melbourne, VIC 3001 Australia
www.dtp.vic.gov.au

Ref: PA2101342

Mr Shek Jiao
Director
AD Architect
Suite 1.03/171 Union Road
SURREY HILLS VIC 3127

Dear Mr Jiao

**ENDORSED PLANS APPLICATION PA2101342
21 Rodd Street Dandenong**

I refer to the above matter submitted to the Minister for Planning on 22/03/2023.

Please find attached the following plans that have been endorsed under the associated permit condition:

- Architectural plans prepared by Aqua Design Architecture and dated 30 June 2022

Should you have any further queries in relation to this matter please do not hesitate to contact Georgia Brodrick on telephone 03 8508 2044 or email Georgia.brodrick@delwp.vic.gov.au.

Yours sincerely

Anne-Marie Edgley
Senior Planner, Development Approvals and Design

04/04/2023

Details

LOT/PLAN NUMBER OR CROWN DESCRIPTION

Lot. 1 TP546632

LOCAL GOVERNMENT (COUNCIL)

Greater Dandenong

LEGAL DESCRIPTION

1\TP546632

COUNCIL PROPERTY NUMBER

364570

LAND SIZE

916m² Approx

ORIENTATION

South

FRONTAGE

20.05m Approx

ZONES

RGZ - Residential Growth Zone - Schedule 1

OVERLAYS

N/A

State Electorates

LEGISLATIVE COUNCIL

South-Eastern Metropolitan Region

LEGISLATIVE ASSEMBLY

Dandenong District

Schools

CLOSEST PRIVATE SCHOOLS

SEDA College (Victoria) - Building and Construction - Dandenong (747 m)
St Mary's School (1194 m)
St Gerard's School (1560 m)

CLOSEST PRIMARY SCHOOLS

Dandenong West Primary School (925 m)

CLOSEST SECONDARY SCHOOLS

Dandenong High School (640 m)

Burglary Statistics

POSTCODE AVERAGE

1 in 53 Homes

STATE AVERAGE

1 in 76 Homes

COUNCIL AVERAGE

1 in 64 Homes

Council Information - Greater Dandenong

PHONE

03 8571 1000 (Greater Dandenong)

EMAIL

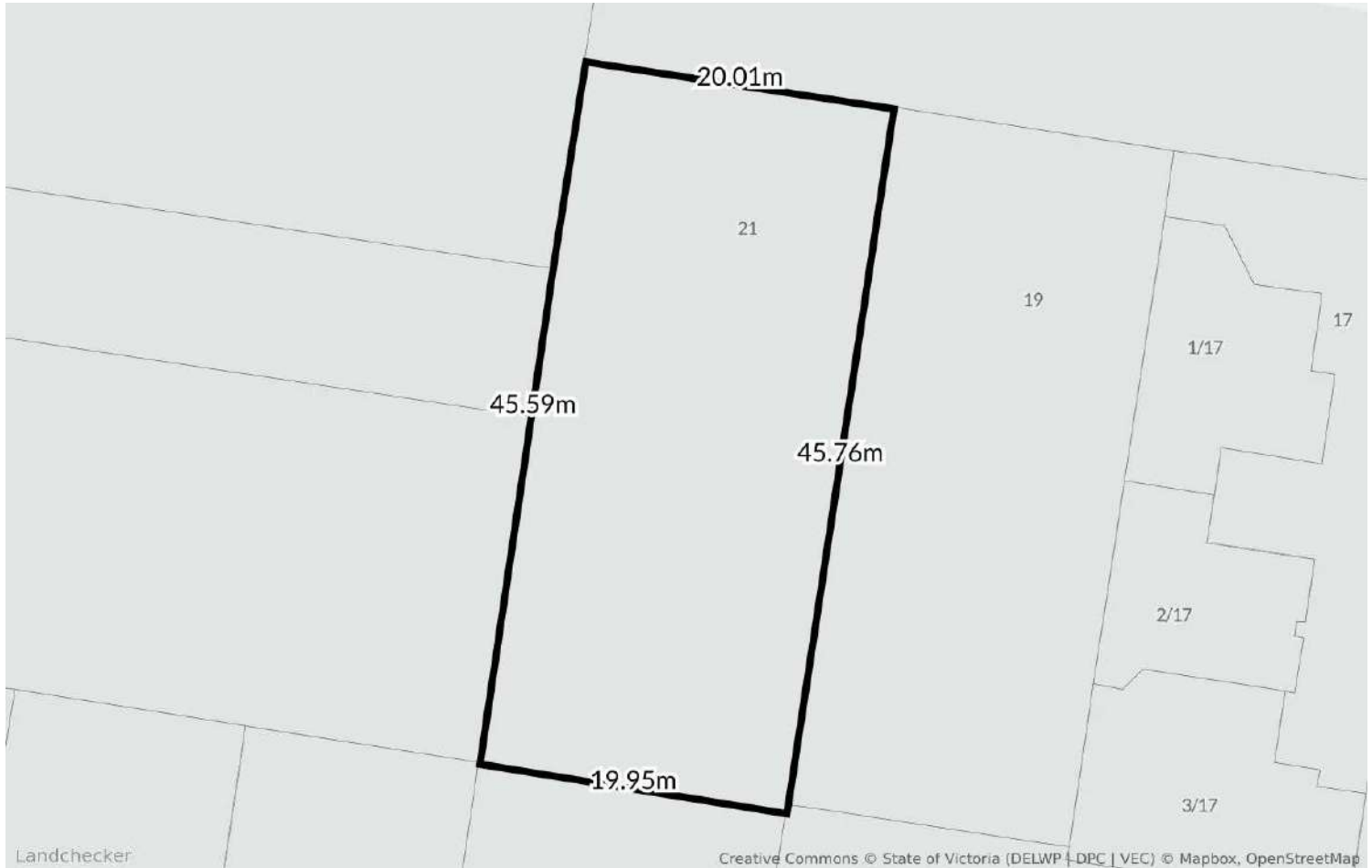
council@cgd.vic.gov.au

WEBSITE

<http://www.greaterdandenong.com/>

SITE DIMENSIONS

21 Rodd Street, Dandenong Vic 3175



RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

21 Rodd Street, Dandenong Vic 3175

Status	Code	Date	Description
APPROVED	VC288	18/09/2025	The amendment extends the streamlined VicSmart assessment process to include planning permit applications for the construction of two dwellings on a lot and the subdivision of land into two lots.
APPROVED	VC289	14/09/2025	Amendment VC289 introduces a planning permit requirement to remove, destroy or lop a canopy tree in residential areas at clause 52.37 (Canopy trees) into the Victoria Planning Provisions (VPP) and all planning schemes. Minimum canopy tree replacement requirements will apply to an application to remove a canopy tree. The amendment is required to implement Action 12 of Plan for Victoria to protect and enhance canopy trees.
APPROVED	VC292	11/09/2025	Amendment VC292 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to include reference to the Neighbourhood Character Overlay (NCO) in the 'Application' section of clause 54 that was inadvertently omitted by Amendment VC282.
APPROVED	VC268	04/09/2025	Amendment VC268 is required to give effect to the Victorian Transmission Plan and update strategies to facilitate renewable energy development in declared renewable energy zones. Changes to references to the Climate Action Act 2017 are required to ensure that planning schemes are accurate.
APPROVED	VC283	01/09/2025	The Amendment changes the Victoria Planning Provisions and all planning schemes in Victoria to implement Plan for Victoria (Department of Transport and Planning, 2025), update and introduce policy, remove reference to Plan Melbourne 2017-2050: Metropolitan Planning Strategy and make general drafting improvements and clarifications.
APPROVED	VC279	20/08/2025	The amendment makes changes to the land use definition of Minor utility installation in the Victoria Planning Provisions and all planning schemes to ensure the appropriate planning assessment of large battery storage systems.
APPROVED	VC290	15/08/2025	The Amendment changes the VPP and 63 planning schemes in Victoria by making Abattoir a section 1 use in the Table of Uses where specified siting, design and amenity conditions are met in clause 35.04 Green Wedge Zone, clause 35.07 Farming Zone and clause 35.08 Rural Activity Zone.
APPROVED	VC281	13/08/2025	Amendment VC281 makes changes to the Victoria Planning Provisions and 34 planning schemes by amending clause 12.03-1R (Yarra River protection) to implement stage one of Burndap Birrarung burndap umarkoo, the Yarra Strategic Plan 2022-2032, February 2022. The amendment also introduces clause 51.06 to ensure responsible public entities have regard to the principles specified in the Yarra River Protection (Wilip-gin Birrarung murrn) Act 2017.

Status	Code	Date	Description
APPROVED	GC237	13/08/2025	Rezone declared freeway and arterial road land to Transport Zone 2 (TRZ2) and delete redundant Public Acquisition Overlays, following the completion of road projects.
APPROVED	VC282	13/08/2025	The amendment changes the Victoria Planning Provisions and all planning schemes in Victoria by introducing a new clause 54 (One dwelling on a lot or a small second dwelling on a lot), making consequential changes to give effect to the new residential development planning assessment provision and correcting technical errors made by Amendment VC267.
APPROVED	VC280	13/08/2025	Amendment VC280 introduces the Great Design Fast Track into the Victoria Planning Provisions and all planning schemes in Victoria. The Great Design Fast Track implements a new planning assessment pathway to facilitate the delivery of high-quality townhouse and apartment developments.
APPROVED	VC276	01/08/2025	Amendment VC276 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes to amend all residential zone schedules and Neighbourhood Character Overlay schedules to implement the new residential development planning assessment provisions and correct technical errors resulting from Amendment VC267.

PROPOSED PLANNING SCHEME AMENDMENTS

21 Rodd Street, Dandenong Vic 3175

Status	Code	Date	Description
PROPOSED	C249gdan	18/04/2025	The amendment proposes to correct anomalies and mapping errors in the Schedule to Clause 43.01 Heritage Overlay to ensure the information and planning controls contained within the Heritage Overlay Schedule are correct and accurate . The amendment affects 18 heritage places located in Greater Dandenong.



RGZ1 - Residential Growth Zone - Schedule 1

To implement the Municipal Planning Strategy and the Planning Policy Framework.

To provide housing at increased densities in buildings up to and including four storey buildings.

To encourage a diversity of housing types in locations offering good access to services and transport including activity centres and town centres.

To encourage a scale of development that provides a transition between areas of more intensive use and development and other residential areas.

To ensure residential development achieves design objectives specified in a schedule to this zone.

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

VPP 32.07 Residential Growth Zone

To ensure the scale and built form of residential development responds to the existing site circumstances through articulated building elevations and well-proportioned massing and ground level setbacks which make a positive contribution to the public realm. To provide appropriate front setbacks to allow for substantial high quality landscaping and canopy trees. To maximise the opportunities to create high quality landscaping, through minimal paving and

hard surfaces within front setbacks. To ensure vehicle accessways and storage facilities do not visually dominate the streetscape. To ensure that residential development achieves high quality useable private open space outcomes for future residents.

LPP 32.07 Schedule 1 To Clause 32.07 Residential Growth Zone

For confirmation and detailed advice about this planning zone, please contact GREATER DANDENONG council on 03 8571 1000.

Other nearby planning zones

- CDZ - Comprehensive Development Zone
- MUZ - Mixed Use Zone
- RGZ - Residential Growth Zone

OVERLAYS

21 Rodd Street, Dandenong Vic 3175



There are no overlays for this property

NEARBY OVERLAYS

21 Rodd Street, Dandenong Vic 3175



There are no overlays in the vicinity



Aboriginal Cultural Heritage Sensitivity

This property is not within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact GREATER DANDENONG council on 03 8571 1000.



Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.

For confirmation and detailed advice about the bushfire prone area of this property, please contact GREATER DANDENONG council on 03 8571 1000.



Others

Department of Environment, Land, Water and Planning

The easement(s) displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement(s) on this property, please contact the relevant source authority.

NEARBY EASEMENTS

21 Rodd Street, Dandenong Vic 3175



- **Water**
South East Water
- **Electricity**
Department of Energy, Environment, and Climate Action
- **Others**
Department of Environment, Land, Water and Planning

The easement(s) displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement(s) nearby this property, please contact the relevant source authority.



Status	Code	Date	Description
APPROVED	PA2101342	16/06/2022	Buildings and works associated with the construction of 15 community care accommodation apartments within a four storey building plus basement car park.
REJECTED	PLN16/0719	18/01/2017	Construction of a three (3) storey building, with basement, comprising thirteen (13) dwellings.

For confirmation and detailed advice about this planning permits, please contact GREATER DANDENONG council on 03 8571 1000.

NEARBY PLANNING PERMITS

21 Rodd Street, Dandenong Vic 3175



Status	Code	Date	Address	Description
PENDING	PLN25/0207	Received 19/06/2025	<u>36 Hutton Street, Dandenong</u>	Change of use (place of assembly) declared area.
OTHER	PLN22/0340	15/06/2023	<u>1/61 Robinson Street, Dandenong</u>	To reduce the number of car spaces and bicycle facilities associated with an education centre declared area.
OTHER	PLN23/0141	09/06/2023	<u>32 Hutton Street, Dandenong</u> <u>32 Hutton Street, Dandenong</u> <u>32 Hutton Street, Dandenong</u>	Subdivision of the land into four (4) lots spear (declared area).
OTHER	PLA22/0024	28/03/2022	<u>54 Scott Street, Dandenong</u>	Amendment to: subdivision of the land into thirty four (34) lots declared area (spear).
OTHER	PLN21/0339	19/11/2021	<u>44 Scott Street, Dandenong</u>	Development of the land for six (6) double storey dwellings declared area.
OTHER	PLN21/0394	16/08/2021	<u>39 Pickett Street, Dandenong</u>	Construct a front fence associated with a residential building (declared area) vicsmart.

Status	Code	Date	Address	Description
OTHER	PLA21/0006	14/05/2021	38-40 Hutton Street, Dandenong	Amendment to permit - place of assembly declared area (pln13/0590.02).
OTHER	PLN20/0559	29/04/2021	29 Pickett Street, Dandenong	Subdivision of land into three (3) lots spear declared area.
OTHER	PLN20/0187	22/06/2020	54 Scott Street, Dandenong	Amendment received: subdivision of the land into thirty four (34) lots (spear) declared area - see child pla22/0024.
APPROVED	PA1800394	29/05/2020	31-33 Pickett Street, Dandenong	Buildings and works associated with the construction of two or more dwellings on a lot.
OTHER	PLN20/0195	13/05/2020	47 Robinson Street, Dandenong	Alterations and additions to the façade of the existing office building declared area.
OTHER	PLN19/0221	12/12/2019	26 Rodd Street, Dandenong	Development of the land for eleven (11) dwellings (eight double-storey dwellings and three triple-storey dwellings) declared area.
REJECTED	PLN19/0136	20/03/2019	28 Pickett Street, Dandenong	Multi dwelling development x 13 (12 x three storey; 1 double storey) new declared area - transferred to pda19/0001.
OTHER	PLN18/0738	14/03/2019	35-37 Robinson Street, Dandenong	Display of two (2) internally illuminated promotion signs on the road reserve declared area.
OTHER	PLN18/0739	14/03/2019	1/40-42 Scott Street, Dandenong	Display of two (2) internally illuminated promotion signs on the road reserve declared area.
APPROVED	PA1800350	03/12/2018	31 Scott Street, Dandenong	Construction of buildings and works for a five level apartment building above a basement car park.
OTHER	PLN18/0092	29/08/2018	32 Hutton Street, Dandenong 32 Hutton Street, Dandenong 32 Hutton Street, Dandenong	The development of the land for four (4) triple storey dwellings (declared area).
REJECTED	PLN18/0420	22/08/2018	1/31-33 Pickett Street, Dandenong	The development of the land for a three storey apartment building with basement level, comprising forty-three (43) dwellings declared area (transferred to minister pda18/0003).
OTHER	PLN18/0103	27/07/2018	44 Scott Street, Dandenong	Development of the land for six (6) double storey dwellings and the reduction of a visitor car space declared area.
OTHER	PA1800345	30/05/2018	31-33 Pickett Street, Dandenong	Development of eleven (11) double-storey, five (5) three-storey dwellings and semi-basement car park on a lot.
REJECTED	PLN17/0610	29/05/2018	28 Pickett Street, Dandenong	Development of the land for sixteen (16) dwellings declared area.
REJECTED	PLN17/0506	27/03/2018	1/31-33 Pickett Street, Dandenong	Development of sixteen dwellings (one (1) single storey, twelve (12) double storey and three (3) three storey with basement car parking declared area - transferred to minister for planning for determination.
OTHER	PLN17/0251	26/06/2017	38-40 Hutton Street, Dandenong	Buildings and works for a flue.
REJECTED	PLN15/0750	21/03/2017	1/31-33 Pickett Street, Dandenong	Multi dwelling development x 12 (double storey) new declared area.
OTHER	PLN16/0095	08/02/2017	29 Pickett Street, Dandenong	Construct three (3) double-storey dwellings.
OTHER	PLN16/0942	03/02/2017	47 Robinson Street, Dandenong	Building alterations (facade refurbishment) declared area.
REJECTED	PLN16/0315	07/12/2016	31 Scott Street, Dandenong	Construct a three storey building comprising fourteen (14) dwellings with an under croft car park declared area.
APPROVED	PDA09/0031.01	14/07/2016	26 Rodd Street, Dandenong	Extra parking level providing enough car space on se and sw of the building for canopy trees; rearrange the

Status	Code	Date	Address	Description
				interior to provide more direct sunlight to the apartments. Extending balcony area-articulate building facade. Provide one extra floor with 7 apartments construction of a four-storey multi-unit development with basement car parking and removal and creation of easement on the land.
APPROVED	PLN13/0590.02	16/05/2016	<u>38-40 Hutton Street, Dandenong</u>	Amendment received (pla21/0006) - place of assembly declared area.
OTHER	PLN15/0338	07/12/2015	<u>11/24 Rodd Street, Dandenong</u> <u>12/24 Rodd Street, Dandenong</u> <u>10/24 Rodd Street, Dandenong</u> <u>3/24 Rodd Street, Dandenong</u> <u>13/24 Rodd Street, Dandenong</u> <u>15/24 Rodd Street, Dandenong</u> <u>1/24 Rodd Street, Dandenong</u> <u>5/24 Rodd Street, Dandenong</u> <u>4/24 Rodd Street, Dandenong</u> <u>9/24 Rodd Street, Dandenong</u>	Easement creation spear declared area.
OTHER	PLN14/0699	05/10/2015	<u>30 Hutton Street, Dandenong</u>	Construction of four (4) double storey dwellings declared area.
APPROVED	PDA14/0003	11/12/2014	<u>35 Scott Street, Dandenong</u>	Four storey residential development comprising 25 apartments and associated car parking.
REJECTED	PLN13/0590.01	31/10/2014	<u>38-40 Hutton Street, Dandenong</u>	Amendment to permit pda09/0028 - place of assembly declared area - see child process.
OTHER	PLN14/0123	06/03/2014	<u>1/35 Scott Street, Dandenong</u>	Lodged in error - ministerial delegation refer to pda14/0003.
OTHER	PLN13/0590	18/09/2013	<u>38-40 Hutton Street, Dandenong</u>	Amendment to permit pda09/0028 - place of assembly declared area.
OTHER	PLN13/0066	15/02/2013	<u>32 Hutton Street, Dandenong</u> <u>32 Hutton Street, Dandenong</u>	Closed - transferred to ministers application pda13/0001.
OTHER	PLN11/0972	12/07/2012	<u>28 Pickett Street, Dandenong</u>	Buildings and works (portable building) (declared area).
OTHER	PLN12/0043	22/05/2012	<u>39-43 Robinson Street, Dandenong</u>	Buildings and works (installation of emergency generator) declared area.
OTHER	PLN11/0701	25/10/2011	<u>7/49 Scott Street, Dandenong</u>	Buildings and works (carport) (declared area).
OTHER	PLN11/0291	06/09/2011	<u>13/39 Scott Street, Dandenong</u> <u>5/39 Scott Street, Dandenong</u> <u>3/39 Scott Street, Dandenong</u> <u>1/39 Scott Street, Dandenong</u> <u>10/39 Scott Street, Dandenong</u> <u>7/39 Scott Street, Dandenong</u> <u>12/39 Scott Street, Dandenong</u> <u>2/39 Scott Street, Dandenong</u> <u>4/39 Scott Street, Dandenong</u> <u>6/39 Scott Street, Dandenong</u>	Subdivision x 15 (spear) declared area.
APPROVED	PLN11/0245	28/04/2011	<u>1/40-42 Scott Street, Dandenong</u> <u>2/40-42 Scott Street, Dandenong</u>	Buildings & works (storage room) declared area.
OTHER	PLN11/0116	09/03/2011	<u>2/40-42 Scott Street, Dandenong</u> <u>1/40-42 Scott Street, Dandenong</u>	Buildings and works (storage room) declared area - transferred to minister pda11/0007.
OTHER	PLN09/0487	05/08/2009	<u>26 Rodd Street, Dandenong</u>	Multi Unit Development x 27 (Created in Error - see PDA09/0031)
OTHER	PLN06/0001	11/05/2006	<u>46 Scott Street, Dandenong</u>	Multi Unit Development x14 DECLARED AREA - APPLICATION TRANSFERRED TO PLANNING MINISTER 11/5/2006
OTHER	PSUB11/0061	Received 15/04/2011	<u>1/39 Scott Street, Dandenong</u>	Subdivision x 15 (spear) declared area.

Status	Code	Date	Address	Description
OTHER	PSUB15/0060	Received 01/04/2015	<u>26 Rodd Street, Dandenong</u>	Creation of easement declared area spear.
OTHER	PSUB15/0099	Received 02/06/2015	<u>1/24 Rodd Street, Dandenong</u>	Easement creation spear.
OTHER	PSUB20/0058	Received 29/04/2020	<u>54 Scott Street, Dandenong</u>	Subdivision x 34 spear declared area.
OTHER	PSUB20/0161	Received 10/12/2020	<u>29 Pickett Street, Dandenong</u>	Subdivision x 3 spear declared area.
OTHER	PSUB23/0035	Received 11/04/2023	<u>32 Hutton Street, Dandenong</u> <u>32 Hutton Street, Dandenong</u>	Subdivision x 4 spear.

For confirmation and detailed advice about this planning permits, please contact GREATER DANDENONG council on 03 8571 1000.

1. Property Report

This Property Report:

- a. is issued subject to the terms and conditions in respect of which Property Reports are issued by Landchecker; and
- b. contains data owned or licensed by our service providers that Landchecker Pty Ltd licences under the terms and conditions in the following links:
 - i. <https://creativecommons.org/licenses/by/4.0/legalcode> in respect of data supplied by the State of Victoria;
 - ii. <https://creativecommons.org/licenses/by/4.0/> in respect of census data supplied by the Commonwealth of Australia;
 - iii. <https://www.mapbox.com/tos>, in respect of data supplied by Mapbox Inc.; and
 - iv. <https://www.openstreetmap.org/copyright>, in respect of data supplied by Open Street Maps;
- v. The information is supplied by Landchecker (ABN 31 607 394 696) on behalf of PropTrack Pty Ltd (ABN 43 127 386 298) Copyright and Legal Disclaimers about Property Data (PropTrack); and
- vi. <https://creativecommons.org/licenses/by/4.0/> in respect of data supplied by the Australian Curriculum, Assessment and Reporting Authority (ACARA).

2. Use of Property Report

This Property Report is made available for information purposes only. Recipients of this Property Report acknowledge and agree that they may not rely upon the content of this Property Report for any other purposes other than the express purpose for which it is issued and that recipients:

- a. must not use it in any manner which is unlawful, offensive, threatening, defamatory, fraudulent, misleading, deceptive or otherwise inappropriate;
- b. must seek their own independent professional advice and seek their own professional advice in respect of the subject matter of this Property Report before acting on or referring to any of the information contained in this Property Report;

- c. acknowledge that this Property Report is provided entirely at recipients' own risk and neither Landchecker nor its service providers take any responsibility or liability for any loss or damage suffered by recipients in reliance on this Property Report; and
- d. acknowledge that this Property Report will not be accurate, complete or reliable.

3. Attributions

State Government Copyright Notice and Disclaimer

The State of Victoria owns the copyright in the Property Sales Data and reproduction of that data in any way without the consent of the State and Victoria will constitute a breach of the Copyright Act 1968 (Cth). The State of Victoria does not warrant the accuracy or completeness of the Property Sales Data and any person using or relying upon such information does so on the basis that the State of Victoria accepts no responsibility or liability whatsoever for any errors, faults, defects or omissions in the information supplied.

Neither Landchecker nor this Property Report are affiliated with, endorsed or authorised by the State of Victoria.

The data in this Property Report may contain property data in respect of an adjacent State. The attribution in respect of the Property Data is only in respect of the property for which the Property Report was obtained. Additional attribution statements for adjoining properties are available in Landchecker's terms of use.

Australian Curriculum Assessment and Reporting Authority

This Property Report contains data that was downloaded from the ACARA website (www.acara.edu.au) (accessed 1 April 2019) and was not modified that is © copyright 2009 to present. ACARA does not:

- a. endorse any product, such as this Property Report, that uses ACARA material; or
- b. make any representations as to the quality of such products.

Due Diligence Checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

Can you change how the property is used, or

the buildings on it?

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

There are laws and regulations about how buildings and retaining walls are constructed,

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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