

VENDOR: Joseph Hoi Tong Fung and Yim Yi Fung

PROPERTY: 302/2 Queen Street, Blackburn 3130

**DUE DILIGENCE CHECKLIST
CONTRACT OF SALE
AND
SECTION 32 STATEMENT**

**COSTANZO
LAWYERS
Suite 2, 261-265
BLACKBURN ROAD
DONCASTER EAST VIC 3109
TEL: (03) 9894.5888
FAX: (03) 9894.5588
EMAIL: connie@costanzolawyers.com.au
DX 38406 DONBURN
REF: CC: 25/0595**

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 right.

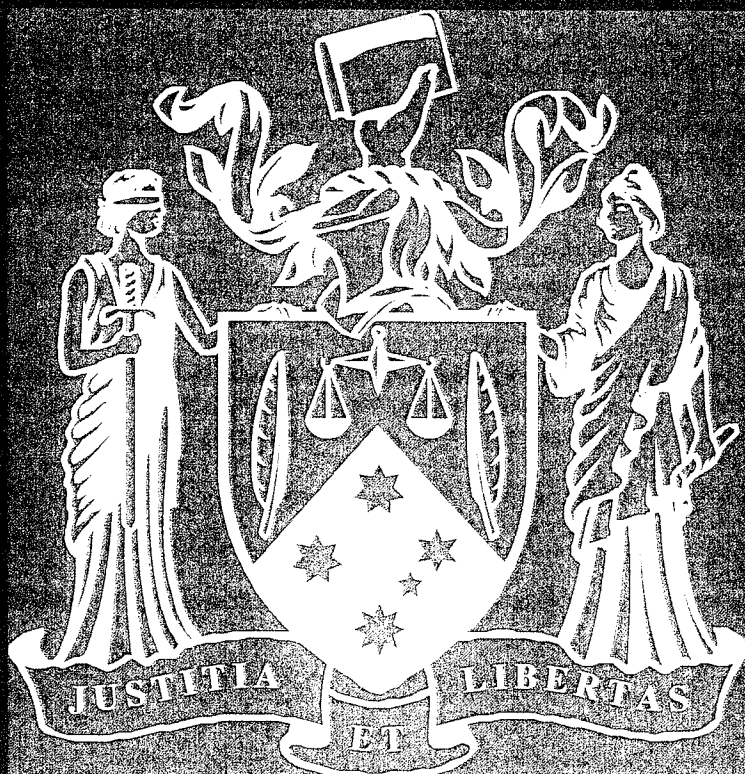
Contract of sale of land

Property: 302/2 Queen Street, Blackburn 3130

© Copyright September 2025



Endorsed by the Australian Institute
of Conveyancers (Victorian Division)



Contract of sale of land

© Copyright September 2025

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.

WARNING TO ESTATE AGENTS

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

WARNING: YOU SHOULD CONSIDER THE EFFECT (IF ANY) THAT THE WINDFALL GAINS TAX MAY HAVE ON THE SALE OF LAND UNDER THIS CONTRACT.

Contract of sale of land

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

The terms of this contract are contained in the –

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

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

SIGNED BY THE PURCHASER:

WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS A COMPANY

EXECUTED by

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

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

JOSEPH HOI TONG FUNG

.....
Name of individual

X.....
Signature of individual

State nature of authority (if applicable)

WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

YIM YI FUNG

.....
Name of individual

X.....
Signature of individual

State nature of authority (if applicable)

WHERE SIGNATORY IS A COMPANY

EXECUTED by

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

.....
Name of director

.....
Signature of director

.....
Name of director/secretary

.....
Signature of director/secretary

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

Table of contents

Particulars of sale

Special conditions

General conditions

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

Particulars of sale

Vendor's estate agent

Name: O'Brien Real Estate Blackburn

Address: 98 South Parade, Blackburn, VIC 3130

Email: anthony.molinaro@obrienrealestate.com.au

Tel: 9894 2044

Mob: 0411 061 796

Ref: Anthony Molinaro

Vendor

Name: JOSEPH HOI TONG FUNG AND YIM YI FUNG

Vendor's legal practitioner or conveyancer

Name: Costanzo Lawyers

Address: Suite 2, 261-265 Blackburn Road, Doncaster East VIC 3109

Email: connie@costanzolawyers.com.au

Tel: : (03) 9894 5888 Mob:

Fax: (03) 9894 5588

Ref: CC:25/0595

Purchaser's estate agent

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Fax: DX: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	11437	Folio	324	302	PS 646781P
Volume		Folio			

If no title or plan references 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 **302/2 Queen Street, Blackburn 3130**

Goods sold with the land (general condition 6.3(f)) All fixed floor coverings window furnishings and electric light fittings as inspected on day of sale.

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)**SEE SPECIAL CONDITION 18 BEFORE AGREEING ON A SETTLEMENT DATE****is due on**

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

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

Lease (general condition 5.1)

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

(*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 with options to renew, each of years
- OR
- ☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender:

(or another lender chosen by the purchaser)

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.*

SPECIAL CONDITIONS

1. Definitions and Interpretation

1.1 Definitions

In this Contract, capitalized terms have the meaning given to them in the Particulars of Sale and unless the context requires otherwise:

- (a) *Authority* means any federal, State or local government, semi-government, municipal, statutory or other authority or body charged with the administration of the Law;
- (b) *Building Act* means the *Building Act 1993 (Vic)*
- (c) *Building Law* means the Building Act, the Building Regulations, the Building Code of Australia, any repealed laws under which any improvements on the land were constructed and any other Laws or the requirements of any Authority in relation to any improvements on the Land or any alterations or additions to those improvements;
- (d) *Building Regulations* means the *Building Regulations 1994 (Vic)*;
- (e) *Business Day* means a day other than a Saturday, Sunday or public holiday in Melbourne;
- (f) *Claim* includes any objection, requisition, set-off or claim for compensation or damages against the Vendor, delay in settlement, reduction, withholding or delay in payment of the Price or rescission or termination of this Contract or any attempt to do so;
- (g) *Contract* means this contract of sale of real estate and includes any annexures and schedules;
- (h) *FIRB* means the Foreign Investment Review Board;
- (i) *Guarantee and Indemnity* means a guarantee in the form annexed to this contract;
- (j) *Law* includes any statute, rule regulation, proclamation, ordinance or by law (whether present or future);
- (k) *Particulars of Sale* means the particulars of sale attached to and forming part of this Contract;

- (l) *Sale of Land Act* means the *Sale of Land Act 1962 (Vic)*;
- (m) *Settlement or Settlement date* means the date on which this Contract is actually completed by the parties; and
- (n) *Vendor's Statement* means the statement made by the Vendor under section 32 of the Sale of Land Act, which is attached to and forms part of this Contract

1.2 Interpretation:

In the interpretation of this Contract, unless the context otherwise requires:

- (a) The headings are inserted only as a matter of convenience and do not affect the interpretation of this Contract;
- (b) The singular includes the plural and vice versa and words of one gender include the other genders;
- (c) Where two or more persons are named as a party to this Contract, the representations, warranties covenants, obligations and rights given, entered into or conferred (as the case may be) bind them jointly and each of them severally;
- (d) A reference to any part to this Contract or any document or arrangement includes that party's successors, substitutes, permitted assigns, executors and administrators;
- (e) Where a word or phrase is defined, its other grammatical forms have corresponding meanings;
- (f) Person includes a natural person, corporation body corporate, unincorporated association, firm or an authority or body (whether it be any government, semi government, municipal statutory or other authority or body);
- (g) A reference to any legislation or legislative provision includes any statutory modification or re-enactment or legislative provision substituted for, and any subordinate legislation issued under, the legislation of the legislative provision;
- (h) A reference to any agreement or document is to that agreement or document (and where applicable), any of its provisions as varied, amended novated supplemented or replace from time to time;
- (i) A reference to *include* or *including* means includes without limitation, or including, without limitation respectively;

- (j) Anything includes each part of it;
- (k) Any reference to time in this Contract is a reference to time in Melbourne; and
- (l) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Contract

2. Amendments to General Conditions

2.1 General condition 23 – Adjustments

General condition 23.4 is added:

23.4 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under General Condition 23

2.2 General Condition 31- Loss or damage before settlement

General Condition 31.4, 31.5 and 31.6 are deleted

3. Electronic Conveyancing

3.1 Settlement and lodgment 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 special condition 3 has priority over any other provision to the extent of any inconsistency.

3.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special Condition 3 ceases to apply from when such a notice is given

3.3 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

3.4 The Vendor must open the Electronic Workspace (“the workspace”) as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.

3.5 Settlement occurs when the workspace records that:

- (a) The exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
- (b) If there is no exchange of funds or value, the documents necessary to enable the purchaser to become the registered proprietor of the land have been accepted for electronic lodgement;

3.6 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 settlement does not occur on the nominated settlement time, then, settlement in accordance with special condition 3.5, has not occurred by 4.00pm, or 6.00pm of the nominated time for settlement is after 4.00pm

3.7 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.

3.8 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 purchase’s nominee on notification of settlement by the Vendor, the vendor’s subscriber or the Electronic Network Operator;
- (c) Deliver all other physical documents and items (other than the goods sold by the contract) to which the purchaser is entitled at settlement and any keys if not delivered to the estate agent, to the vendor’s subscriber or if there is no vendor’s subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor’s address set out in the contract; and

- (d) give or direct its subscriber to give all those documents and items and any such keys to the purchaser or the purchaser's nominee notification by the Electronic Network Operator of settlement.

4. Acknowledgements

4.1 Disclosure

The Purchaser acknowledges receiving the Vendors Statement prior to signing of this Contract or any other documents relating to this sale

4.2 Estate Agents Act 1980 (Vic)

- (a) The Purchaser acknowledges that it received a copy of this Contract at the time of execution of this Contract.
- (b) The Purchaser warrants that it has not received any promise from the Vendors Estate Agent (or any person acting on behalf of the Vendor's Estate Agent) in relation to obtaining a loan for the purchase of the Land.

4.3 Auction Sale

If the land is offered for sale by auction, it will be subject to the Vendors reserve price. The rules for the conduct of the auction shall be set in Schedule 1 to the *Sale of Land Regulations 2005* (Vic) or any rules prescribed by regulation which modify or replace those Rules

5. Identity of Land

5.1 Purchaser's Admissions

Without limiting the generality of General Conditions 9, the Purchaser admits, agrees and accepts that:

- (a) Any boundary fence or wall is correctly located in the title boundary of the Land:
and
- (b) All structures or improvements on the Land are contained wholly within the title boundaries and no structure or improvement of any adjoining property encroaches over or under the title boundaries to the land

5.2 No Claims

The Purchaser may not make any claim, nor require the Vendor to take or refrain from taking any action (including amending the title or contributing to any expenses of amending title) in respect of any matters referred to in special condition 5.1

6. Condition of Land

6.1 Purchasers' Inspection

The Purchaser acknowledges and agrees that:

- (a) The Purchaser has purchased the Land and the Goods solely as a result of the Purchaser's own enquiries and inspection;
- (b) The Purchaser is satisfied in all respects as to the nature, quality and state of repair of the Land and the Goods and the Purposes for which the Land may be lawfully used and any restrictions or prohibitions relating to its developments;
- (c) The land and goods are sold and accepted by the Purchaser subject to all faults and defects (whether latent or patent) and in their state and condition as at the Day of Sale and
- (d) The Vendor is under no liability or obligation to the Purchasers to carry out any repairs, alterations or improvements to the Land or the Goods

6.2 Improvements

The Purchaser acknowledges and agrees that any improvements on the Land may be subject to or require compliance with any Building Laws. Any failure to comply with any Building Laws will not be deemed to, constitute a defect in the Vendor's title

6.3 No Claims

The Purchaser may not make any Claim, nor require the Vendor to take or refrain from taking any action, in relation to any matters referred to in this special condition 6.

7. Default Interest and Costs

7.1 Default Interest

For the purposes of General Conditions 33 & 34 the Purchaser may not require the Vendor to settle this Contract unless interest payable under this Contract is paid to the Vendor

7.2 Payments on Default

Without limiting General Condition 34, if the Vendor gives to the Purchaser a notice of default under this Contract, the default will not be remedied until the last to occur of the following:

- (a) Remedy by the Purchaser of the default or if the default is incapable of remedy, compensation paid to the Vendor to the Vendor's satisfaction; and
- (b) Payment by the Purchaser to the Vendor of all expenses incurred by the Vendor as a result of the default including:
 - (i) Legal costs and disbursements (calculated on a solicitor and client basis) incurred in drawing and giving notice and any advice;
 - (ii) All additional costs incurred by the Vendor (including bridging finance, relocation costs, interests discount on bills and borrowing expenses); and
 - (iii) The payment of interest in accordance with this Contract.

7.3 Interest and Costs Payable on Default

If the purchaser defaults in payment of any money under this Contract, then the interest at the rate of sixteen percent per annum shall be paid by the purchaser to the Vendor on any money overdue for payment. The purchaser agrees that the reasonable costs of the first Notice of Default is the sum of \$880.00 including GST and any subsequent Notice of Default is the sum of \$440 (inclusive of GST) prepared and served upon the purchaser or his representatives.

The exercise of the Vendor's rights hereunder shall be without prejudice to any other rights, powers or remedies of the vendor under this contract or otherwise.

8. Nomination

8.1 Procedure

If the Purchaser nominates a substitute or additional purchaser ("Nominee") all arrangements in relation to the nomination must be documented and completed (at the Purchaser's expense) to the reasonable satisfaction of the Vendor.

8.2 Guarantee and Indemnity

If the Nominee is or includes a corporation, the Purchaser must deliver to the Vendor at the same time that it notifies the Vendor of the nomination a Guarantee and Indemnity duly completed and executed by every director of the Nominee.

9. Stamp Duty

- 9.1 The Purchaser (and any Nominee) must pay all stamp duty (including penalties and fines) payable in connection with this Contract and must indemnify the Vendor against any liability arising from any failure, delay or omission to make payment or make proper disclosure to the State Revenue Office

9.2 Multiple Purchasers

- (a) If there is more than one Purchaser, it is the Purchaser's responsibility to ensure the Contract correctly records at the Day of Sale the proportions in which they are buying the Land (Provisions)
- (b) If the Proportions recorded in the transfer differ from those recorded in the Contract, it is the Purchasers' responsibility to pay any additional duty which may be assessed as a result of the difference
- (c) The Purchaser must indemnify the Vendor, the Vendor's Estate Agents and the Vendor's Solicitor against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the Proportions in the transfer differing from those in the Contract.

9.3 Non Merger

This special condition 9 will not merge on the transfer of the Land but will continue to have full force and effect

10. Guarantee and Indemnity

10.1 Delivery of Guarantee and Indemnity

If the Purchaser is or includes a corporation, the Purchaser must deliver to the Vendor a Guarantee on the Day of Sale duly completed and executed by every director of the Purchaser.

11. Entire Contract

11.1 Acknowledgement

The Purchaser warrants that the Purchaser relies entirely upon the Purchasers own inspection of and searches and enquires in connection with the Land and that except as is provided in this Contract or the Vendor's Statement, the Purchaser has not relied on any information, representation or warranty (express or implied) provided or made by or on behalf of the Vendor, the Vendor's Estate Agent or the Vendor's Solicitor.

11.2 Entire Agreement

This Contract contains the entire agreement between the parties and supersedes any other communications, negotiations, arrangements between the parties, whether oral or in writing in connection with the subject matter of this Contract

12. FIRB

12.1 Warranty

The Purchaser warrants that one of the following apply:

(a) The Purchaser:

- (i) Is not required to provide notice to the FIRB or any other relevant Authority of the Purchaser entering into this Contract for the purchase of the Land; and
- (ii) Does not require any consent or approval under the foreign investment policy of the Commonwealth of Australia to enter into this Contract ; or

(b) The Purchaser has obtained any necessary consent or approval from the FIRB and any other relevant Authority to purchase the Land by the Purchaser on the terms and conditions set out in this Contract

12.2 Indemnity

If the warranty in special condition 12.1 is untrue in any respect the Purchaser indemnifies the Vendor against any claim liability loss damage cost or expense arising (directly or indirectly) from or incurred by the Vendor in having relied on the warranty when entering into this Contract.

12.3 Non Merger

This special condition 12 will not merge on the transfer of the Land but will continue to have full force and effect.

13. Smoke Alarms

13.1 Smoke Alarms

The Vendor discloses and the Purchaser acknowledges that all dwellings and units are required to be fitted with self-contained smoke alarms in accordance with Regulations 5.14 of the Building Regulations within 30 days after the completion of any contract of sale.

14. General

14.1 Applicable Law

This Contract is governed by and construed in accordance with the laws of the State of Victoria and the Commonwealth of Australia. Each party submits to the non-exclusive jurisdiction of the courts of the Victoria and to appeal courts from them

14.2 Waiver

A right may only be waived in writing, signed by the party giving the waiver. A Waiver by a party of any breach or a failure to enforce or to insist upon the observance of a provision of this Contract will not be a waiver of any other or of any subsequent breach.

14.3 Severance

If any part of this Contract is invalid, unenforceable, illegal void or voidable for any reason this Contract will be construed and be binding on the parties as if invalid, unenforceable, illegal voids or voidable part had been deleted from this Contract or read down to the extent necessary to overcome the difficulty.

14.4 Co-Operation

Each party must do anything (including execute any documents) to give effect to this Contract and to the transactions contemplated by it that the other party may reasonably require to give full effect to this Contract.

14.5 Continuing Obligations

The provisions of this Contract capable of having effect after Settlement do not merge on the transfer of the Land and continue to have full force and effect irrespective of whether this Contract expressly provides that this is the case.

14.6 Indemnities

If a party is required to indemnify another party under this contract, that party must pay on demand on demand the amount the other party is liable to pay by the time the other party is required to make payment.

14.7 Amendment

This Contract can only be amended, supplemented or replace by another document signed by the parties.

14.8 Attorneys and Authorised Representatives

Each person who executes this Contract on behalf of a party under a power of Attorney declares that he or she has authority to do so and that he or she is not aware of any fact or circumstance that might affect his or her authority to do so under that power of attorney.

15 GST Treatment

15.1 For the purposes of this special condition:

15.1.1 GST means GST within the meaning of the GST Act;

15.1.2 GST Act means A New Tax System (*Goods and Services Tax*) Act 1999

15.1.3 Expressions used in this special condition which are defined in the GST Act have the same meaning as given to them in the GST Act.

15.2

15.2.1 The consideration payable for any taxable supply made under this contract represents the value of the taxable supply for which the payment is to be made;

15.2.2 Where a taxable supply is made under this contract for consideration which represents its value, then the party liable to pay for the taxable supply must also pay at the same time and in the same manner as the value is otherwise payable the amount of any GST payable in respect of the taxable supply

15.3 The rights and obligations under this Special Condition shall not merge at Settlement and shall continue for the benefit of the parties after the Settlement Date.

16. Time Essential

The Purchaser agrees that any extension of time whether expressed or implied granted by the Vendor shall be subject to the proviso that in all other respects remain of the essence of this Contract

17. Settlement Delays

In the event that there are any settlement delays, as a result of the Purchaser and/or his finance institution or legal representatives' inability to settle on the due date, a re-scheduling fee will be charged in the amount of \$350.00 plus GST for each time the settlement date is re-scheduled for settlement to take place.

18. Date of Final Settlement, Christmas and New Year Period Closure

Notwithstanding any other conditions of this Contract, **settlement shall not be scheduled between Friday the 19th December 2025 and Friday the 9th of January 2026.** If settlement is scheduled at anytime during this period in error, settlement shall occur at the next available time, as agreed between the Vendor and Purchaser and/or their legal representatives, **after the 13th of January 2026.**

The parties further acknowledge and agree that the reassignment for settlement date to a date in the New Year should not constitute a default under the Contract and neither party shall have any right, claim or action against the other in relation to the operation of this Special Condition

Furthermore this office will be closed from 23 January 2026 until 26 January 2026 inclusive. Should settlement be scheduled on either of these dates in error, settlement is to occur either before or after these two (2) dates as agreed between the Vendor and the Purchaser and their legal representatives.

- 18.1 Neither party may issue a Default Notice on the other party between 19 December 2025 and 13 January 2026 arising from or in connection with the failure to complete this contract of sale between the dates set out in Special Condition 18
- 18.2 Neither party may make any objection, requisition or claim for any compensation in respect of any matter disclosed or referred to in this Special Condition 18

19. Swimming Pool

If the land includes a swimming pool, spa or pond ("Pool"), the Purchaser acknowledges and agrees that:

- (a) The Purchaser, as the new owner of the property, has made its own enquiries regarding the obligations with respect to the Pool and any existing or required safety barriers located at the Property;
- (b) The Purchaser accepts the current condition of the Pool fencing being fenced or unfenced;
- (c) From settlement the Purchaser will be responsible for complying with the Building Act 1993 (Vic) and its Regulations (including any amendments to the Building Act 1993 (Vic) in relation to a Pool and the required safety barriers;
- (d) The Purchaser shall not make any claim against the Vendor in relation to the Pool or any existing or required safety barriers;
- (e) The Purchaser shall indemnify the Vendor against any costs associated with the Pool including the existing safety barriers; and
- (f) Neither the Vendor nor the Vendor's Estate Agent has made any representations or warranties in relation to the Pool or any safety barriers.

20. Covid-19 Health Emergency

- 20.1 The parties agree that should the Australian or Victorian Governments require the party to be quarantined or to be in self-isolation due to the outbreak of the Covid-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's conveyancer/solicitor by notice in writing of the period of quarantine or self isolation as soon as

practicably possible. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

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

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

Then the parties agree that the following provisions shall apply:

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

21. Survivorship and Probate

21.1 In the event that Probate or Survivorship is required to be obtained to complete settlement, the Vendor (or the Vendor's representative) may in its discretion by written notice to the Purchaser extend the settlement Date for up to 8 weeks to enable Probate and or Survivorship to be obtained.

21.2 The Purchaser may not make any requisition or objection, claim compensation or damages, refuse to pay the Price or attempt to terminate this Contract because the Settlement is extended under special condition 21.1.

22. State Land Tax

For the purposes of General Condition 23, the expression “periodic outgoing” does not include any amounts to which section 10G of the *Sale of Land Act 1962* applies. The parties agree that General Condition 23 is amended to exclude land tax as a periodic outgoing. The Purchaser shall not be required to include land tax as an apportionable outgoing between the parties; the Vendor will be required to pay any outstanding land tax charges at settlement.

23. Windfall Gains Tax

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

24. Licence Agreement

The Purchaser acknowledged should they request a Licence Agreement, and should the Vendors agree, the Licence must be prepared by the vendor’s representative at the cost of the purchaser. The fee to prepare the Licence is \$500.00 plus GST and shall be adjusted for and payable at settlement.

25. Owner Builder Works

The Vendor has undertaken renovation works to the property without a building permit. The materials used were new and fit for their purpose. An Owner Builder Inspection report pursuant to Section 137B is attached to the Vendor Statement.

26. Owners Corporation and County Court Proceedings- Settlement Distribution of excess funds.

The Purchaser/s acknowledge and agree that works undertaken by the Owners Corporation in relation to rectification of cladding and other such works, and any excess funds contributed by the current Lot owners, Mr Joseph Hoi Tong Fung and Ms Yim Yi Fung, are to be reimbursed to the original Lot owners mentioned above, **and not to any** subsequent/incoming purchasers, even after settlement has been affected.

The current Lot owners are the listed party in the proceedings and have accepted the proposed distribution (copy contained within the Section 32 Vendor Statement dated 7 July 2025) while registered as proprietors to the Lot in question.

Please see attached OC Certificate in Vendor Statement; Information noted in part (e) of the certificate together with copy of signed Proposed Settlement Distribution.

The Purchaser/s acknowledge and agree that the vendors of this property- Josphe Hoi Tong Fung and Yim Yi Fung- will be the only recipients of the entitled settlement funds for the property 302/2 Queen Street from the County Court against the builders of the property, before and/or after settlement has been affected.

The Purchaser/s further acknowledge and agree that they may not make a claim nor seek that these funds be reimbursed to them, should these funds be received after settlement has been affected.

27. Contract Variation

If any party to this Contract of Sale requests a change to be made to the Contract of Sale, between the day of sale and the settlement date, the parties agree to sign a Deed of Variation to effect the requested changes.

The Deed of Variation will be prepared by the Vendors legal representative (unless otherwise agreed) and the costs to prepare the Deed of Variation shall be borne by the party requesting the change and such costs will be in the amount of \$220.00 (inclusive of GST).

28. Finance Extension Requests

The Purchaser acknowledges that following the signing of this contract by both parties, any request for an extension of time, not limited to altering the settlement date, extending finance loan approval, extension of payment of deposit, or extending the time for the purchaser to fulfill any condition stipulated in this contract, may result in the Vendor incurring additional legal fees. Such fees in the amount of \$165.00 (inclusive of GST) for each separate request, for the extension of time shall be borne by the Purchaser and allowed as an adjustment at settlement.

29. Solar Panels

The Vendor makes no representation or gives any warranties whatsoever with respect to any solar panels or inverter installed on the property hereby sold in relation to their condition, state or repair, fitness for purpose, their input, feed in tariff or any benefits arising from the electricity generated by any solar panels, save that they are owned by the vendor and not encumbered in any way. The purchaser acknowledges that any current arrangements with any energy supplier shall cease on settlement.

30. Condition of Walls

30.1 If on or before the day of sale, the Vendor has affixed, applied or installed implements on the walls of the building or the property for the purpose of displaying pictures or other decorative items, the Vendor will not be required or obliged to remove such implements if such items are removed, or to restore or reinstate the walls and the Purchaser buys the property subject to the condition of the walls as of the day of sale.

- 30.2 The Purchaser acknowledges that the Vendor has affixed, applied and/or installed fixtures and fittings on the walls of the property for the purposes of, but not limited to hanging pictures, shelving and/or TV brackets. The Purchaser will not call upon the Vendor to repair, rectify and/or reinstate any item or condition on the walls and doors to the property.
- 30.3 The Purchaser acknowledges the provisions of General Condition 31 and will not call upon the Vendor to clean, maintain or replace any fixture, fittings or any item included in the sale of the property.

31. Special Conditions to Prevail

If there is any inconsistency between General Conditions and any Special Conditions then to the extent of any inconsistency the Special Conditions will prevail and have priority.

General conditions

Contract signing

1. ELECTRONIC SIGNATURE

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

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

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

6. VENDOR WARRANTIES

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

eC\OSID: 175221764 (d) has not previously sold or granted any option to purchase, agreed to a lease or granted a pre-emptive right which is current over the land and which gives another party rights which have priority over the interest of the purchaser; and

- (e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and
- (f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

6.4 The vendor further warrants that the vendor has no knowledge of any of the following –

- (a) public rights of way over the land;
- (b) easements over the land;
- (c) lease or other possessory agreement affecting the land;
- (d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
- (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

6.5 The warranties in general conditions 6.3 and 6.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement.

6.6 If sections 137B and 137C of the *Building Act 1993* (Vic) apply to this contract, the vendor warrants that –

- (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
- (b) all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* (Vic) and regulations made under the *Building Act 1993* (Vic).

6.7 Words and phrases used in general condition 6.6 which are defined in the *Building Act 1993* (Vic) have the same meaning in general condition 6.6.

7. IDENTITY OF THE LAND

7.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.

7.2 The purchaser may not –

- (a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or
- (b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

8.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.

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

9. CONSENTS

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

10. TRANSFER & DUTY

10.1 The purchaser must prepare and deliver to the vendor at least 7 days before the due date for settlement any paper transfer of land document which is necessary for this transaction. The delivery of the transfer of land document is not acceptance of title.

10.2 The vendor must promptly initiate the digital duties form or other form required by the State Revenue Office in respect of this transaction, and both parties must co-operate to complete it as soon as practicable.

11. RELEASE OF SECURITY INTEREST

11.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.

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

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

12. DOMESTIC BUILDING INSURANCE

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

13. GENERAL LAW LAND

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

Money

14. DEPOSIT

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

14.6 Payment of the deposit may be made or tendered –
eCOSID: 175221764

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

However, unless otherwise agreed –

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition –

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

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

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

- eCOSID: 175221764
- (a) settlement;
 - (b) the date that is 45 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

16.5 The vendor must return the bank guarantee document to the purchaser when the purchaser pays the amount secured by the bank guarantee in accordance with general condition 16.4.

16.6 The vendor may claim on the bank guarantee without prior notice if the purchaser defaults under this contract or repudiates this contract and the contract is ended. The amount paid by the bank satisfies the obligations of the purchaser under general condition 16.4 to the extent of the payment.

16.7 Nothing in this general condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in general condition 16.6.

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

17. SETTLEMENT

17.1 At settlement –

- (a) the purchaser must pay the balance; and
- (b) the vendor must –
 - (i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and
 - (ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Where settlement is not conducted electronically, settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

17.3 Where settlement is conducted electronically in accordance with the Electronic Conveyancing National Law, settlement must occur during the time available for settlement in the operating time of the settling ELNO.

17.4 The purchaser must pay all money other than the deposit in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.

18. ELECTRONIC SETTLEMENT

18.1 Settlement and lodgement of the instruments necessary to record the purchaser as registered proprietor of the land will be conducted electronically in accordance with the Electronic Conveyancing National Law. This general condition 18 has priority over any other provision of this contract to the extent of any inconsistency.

18.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. General condition 18 ceases to apply from when such a notice is given.

18.3 Each party must –

- (a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law;
- (b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law; and
- (c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

18.4 The vendor must open the electronic workspace ("workspace") as soon as reasonably practicable and nominate a date and time for settlement. The inclusion of a specific date and time for settlement in a workspace is not of itself a promise to settle on that date or at that time. For the purposes of any electronic transactions legislation (only) the workspace is an electronic address for the service of notices and for written communications.

18.5 This general condition 18.5 applies if there is more than one electronic lodgement network operator in respect of the transaction. In this general condition 18.5 "the transaction" means this sale and purchase and any associated transaction involving any of the same subscribers.

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

eCOSID: 17522176- (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

- (b) if two or more electronic lodgement network operators meet that description, one may be selected by purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the purchaser, the vendor must make the selection.

18.6 Settlement occurs when the workspace records that –

- (a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or
- (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

18.7 The parties must do everything reasonably necessary to effect settlement –

- (a) electronically on the next business day, or
- (b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred during the hours that the settling ELNO operates in the State of Victoria.

18.8 Each party must do everything reasonably necessary to assist the other party to trace and identify the recipient of any missing or mistaken payment and to recover the missing or mistaken payment.

18.9 The vendor must before settlement –

- (a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract;
- (b) direct the estate agent to give the keys to the purchaser or the purchaser's nominee on notification of settlement by the vendor, the vendor's subscriber or the electronic lodgement network operator;
- (c) deliver all other physical documents and items (other than the goods sold with the land to which the purchaser is entitled at settlement), and any keys if not delivered to the estate agent, to the vendor's subscriber or, if there is no vendor's subscriber, confirm in writing to the purchaser that the vendor holds those documents, items and keys at the vendor's address set out in the contract; and
- (d) give, or direct its subscriber to give, all those documents and items and any such keys to the purchaser or the purchaser's nominee on notification by the electronic lodgement network operator of settlement.

19. GST

19.1 The purchaser does not have to pay the vendor any amount in respect of GST in addition to the price if the particulars of sale specify that the price includes GST (if any).

19.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if –

- (a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or
- (b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
- (c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
- (d) the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.

19.3 The purchaser is not obliged to pay any GST under this contract until a tax invoice has been given to the purchaser, unless the margin scheme applies.

19.4 If the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on –

- (a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and
- (b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

19.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':

- et. OS1D: 175-104
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In these general conditions –

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

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

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

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

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

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

22. PEST REPORT

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

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

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

eCOSID: 175221764 (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 basis that the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; and
- 23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23 if requested by the vendor.
- 23.4 For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the *Sale of Land Act 1962* (Vic) applies.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

eCOSID: 175221761 (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.

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

25. GST WITHHOLDING

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

eCOSID: 17522170-1 (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 Tax Act, but only if –

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

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

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

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

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

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

25.11 The vendor warrants that –

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

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

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served –

- eCOSID: 175221764
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
 - (d) by email.

27.4 Any document properly sent by –

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

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

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

28. NOTICES

- 28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale and does not relate to periodic outgoings.
- 28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale and does not relate to periodic outgoings.
- 28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.
- 28.4 General condition 28 does not apply to any amounts to which section 10G or 10H of the *Sale of Land Act 1962* (Vic) applies.

29. INSPECTION

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

30. TERMS CONTRACT

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

- (a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962* (Vic); and
- (b) the deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

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

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

- eCOSID: 175221764
- without affecting the vendor's other rights under this contract;
- (f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;
 - (g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;
 - (h) the purchaser must observe all obligations that affect owners or occupiers of land;
 - (i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

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

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

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

**Sale of Land Regulations 2005
SCHEDULE 5**

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor:

The vendor is the person who is selling the property that is being auctioned. There may be more than one vendor. Where there are two or more vendors, they are selling the property as co-owners.

Bidding by Co-owners:

Where there are two or more vendors of the property, one or some or all of them may bid to purchase the property from their co-owners. The vendor or vendors intending to bid to purchase the property can make these bids themselves, or through a representative, but not through the auctioneer.

Vendor bids:

The law of Victoria allows vendors to choose to have bids made for them by the auctioneer. If this is the case, it will be stated as the first rule applying to the auction. However, these bids cannot be made for a co-owner intending to bid to purchase the property from their co-owner or co-owners.

The auctioneer can only make a vendor bid if-

(the auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
(the auctioneer states when making the bid that it is a bid for the vendors.

The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say "**vendor bid**" in making the bid.

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction. It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules:

The law requires that a copy of the rules and conditions that are to apply to a public auction of land be made available for public inspection a reasonable time before the auction starts and in any case not less than 30 minutes before the auction starts.

Questions:

A person at a public auction of land may ask the auctioneer in good faith a reasonable number of questions about the property being sold, the contract of sale, the rules under which the auction is being conducted and the conduct of the auction.

Forbidden activities at auctions:

The law forbids- (any person bidding for a vendor other than- (the auctioneer (who can only make bids for a vendor who does not intend to purchase the property from their co-owner or co-owners); or (a representative of a vendor who is a co-owner of the property wishing to purchase the property from their co-owner or co-owners. (the auctioneer taking any bid that he or she knows was made on behalf of the vendor, unless it is made by a vendor (or their representative) who is a co-owner wishing to purchase the property. (the auctioneer acknowledging a bid if no bid was made. (any person asking another person to bid on behalf of the vendor, other than a vendor who is a co-owner engaging a representative to bid for them. (any person falsely claiming or falsely acknowledging that he or she made a bid). (an intending bidder (or a person acting on behalf of an intending bidder) harassing or interfering with other bidders at a public auction of land.

The Agent cannot accept a late bid once the property has been sold after it has been knocked down to the highest bidder.

Substantial penalties apply to any person who does any of the things in this

list.

Who made the bid?

At any time during a public auction of land, a person at the auction may ask the auctioneer to indicate who made a bid. Once such a request has been made, the auctioneer is obliged by law to comply with such a request before taking another bid.

It is an offence to disrupt an auction The law forbids an intending bidder or a person acting on behalf of an intending bidder from doing any thing with the intention of preventing or causing a major disruption to, or causing the cancellation of, a public auction of land.

The cooling off period does not apply to public auctions of land If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies:

The information in this document is only intended as a brief summary of the law that applies to public auctions of land in Victoria. Most of the laws referred to in this document can be found in the Sale of Land Act 1962 or the Sale of Land Regulations 2005. Copies of those laws can be found at the following web site: www.dms.dpc.vic.gov.au under the title

GUARANTEE

The party or parties named and described as the Guarantors in the Schedule ("the Guarantor") **IN CONSIDERATION** of the Vendor named and described in the contract of sale of real estate annexed hereto or as described in the Schedule ("the Contract") entering into the Contract with the Purchaser named and described in the Contract and in consideration of this deed **HEREBY COVENANTS AND AGREES** to guarantee and indemnify the Vendor as follows:

1. The Guarantor shall pay to the Vendor on demand by the Vendor all moneys payable pursuant to the Contract which are not paid by the Purchaser within 14 days of the date for each payment as prescribed by the Contract whether demand has been made by the Vendor on the Purchaser or not.
2. The Guarantor shall observe and perform on demand by the Vendor all conditions obligations and liabilities binding the Purchaser with which the Purchaser does not comply within 14 days after the due date for observance or performance as prescribed by the Contract whether a demand for such observance or performance has been made by the Vendor on the Purchaser or not.
3. The Vendor may, without affecting this Guarantee, grant time or other indulgence or compound or compromise with or release the Purchaser or any person or corporation whatsoever (including any person or corporation liable jointly with the Guarantor or severally in respect of any other guarantee or security) or release part with abandon vary relinquish or renew in whole or in part any security document of title asset or right held by the Vendor.
4. All moneys received by the Vendor from or on account of the Purchaser including any dividends upon the liquidation or bankruptcy of the Purchaser or from any other person or corporation or from the realization or enforcement of any security capable of being applied by the Vendor in reduction of the indebtedness of the Purchaser shall be regarded for all purposes as payment in gross without any right on the part of the Guarantor to stand in place of the Vendor or claim the benefit of any moneys so received until the Guarantor has paid the total indebtedness of the Purchaser and so that in the event of the liquidation or bankruptcy of the Guarantor the Vendor shall be entitled to prove for the total indebtedness of the Purchaser.
5. In the event of the liquidation or bankruptcy of the Purchaser, the Guarantor authorises the Vendor to prove for all moneys which the Guarantor has paid hereunder and to retain and to carry to a suspense account and appropriate at the discretion of the Vendor any dividends received until the Vendor has with the aid thereof been paid in full in respect of the indebtedness of the Purchaser to the Vendor. The Guarantor waives in favour of the Vendor all rights against the Vendor and the Purchaser and any other person or corporation estates and assets so far as necessary to give effect to anything contained in the Guarantee.
6. The remedies of the Vendor against the Guarantor shall not be affected by reason of any security held or taken by the Vendor in relation to the indebtedness of the Purchaser being void defective or informal.
7. The Guarantor will indemnify the Vendor against any loss which the Vendor may suffer by reason of the Purchaser having exceeded its powers or being incompetent to enter into the Contract and against any loss which the Vendor may suffer by reason of the Purchaser going into liquidation or becoming bankrupt.
8. If any payment made by the Purchaser to the Vendor in reduction of the amount owing under the Contract shall be subsequently avoided by virtue of any statutory provision the liability of the Guarantor to the Vendor shall be deemed not to have been discharged and thereupon the parties hereto as between themselves shall be deemed to have had restored to them the rights and obligations which they each respectively would have had if such payment had not been made.
9. Any demand or notice under this Guarantee may be made in writing signed by the Vendor or its solicitors on its behalf and (without prejudice to any other mode of service for the time being permitted by law) may be served on the Guarantor by prepaid letter addressed to the Guarantor at the address of the Guarantor herein mentioned. Such notice or demand when posted shall be deemed to be properly given on the 2nd day following the day of posting.
10. In the event of the Purchaser exercising any rights under the Sale of Land Act 1962 to call for a transfer of land and a mortgage to secure the moneys otherwise then outstanding under the Contract, the Guarantor will execute on demand a guarantee of the Mortgagor's obligations under the said Mortgage in a form satisfactory to the Vendor's solicitors.
11. Where not inconsistent with the context:
 - (a) the expression "the Guarantor" as herein used shall where there is only one Guarantor mean and include that Guarantor his executors and administrators or in the case of a corporate Guarantor

- that Guarantor and its successors and shall when there are two or more Guarantors mean and include those Guarantors and each and every or any of them and the executors administrators or successors of each and every one of them;
- (b) when two or more Guarantors are parties hereto the covenants and agreements on their part herein contained shall bind them and any two or more of them jointly and each of them severally;
 - (c) the expressions "the Vendor" and "the Purchaser" respectively shall where the context permits bear the meaning assigned to them in the Contract;
 - (d) words importing persons shall extend to and include companies and corporations and words importing the singular or plural number shall extend to and include the plural and singular number respectively;
 - (e) words importing one gender shall extend to and include any other gender.

SCHEDULE

Guarantor:

Address of Guarantor:

Vendor: Joseph Hoi Tong Fung and Yim Yi Fung

Purchaser:

Contract: a contract dated the day of 2025

between the vendor and the purchaser for 302/2 Queen Street, Blackburn

EXECUTED AS A DEED on the day of 2025

SIGNED SEALED AND DELIVERED by)

in the presence of:)

.....
Witness

SECTION 32 STATEMENT

**PURSUANT TO DIVISION 2 OF PART II
SECTION 32 OF THE SALE OF LAND ACT 1962 ("the Act")
as amended on 1 October 2014**

VENDOR: Joseph Hoi Tong Fung and Yim Yi Fung

PROPERTY: 302/2 Queen Street, Blackburn 3130

**COSTANZO
LAWYERS
Suite 2, 261-265
BLACKBURN ROAD
DONCASTER EAST VIC 3109
TEL: (03) 9894 5888
FAX: (03) 9894 5588
EMAIL: connie@costanzolawyers.com.au
DX 38406 DONBURN
REF: CC:25/0595**

1. FINANCIAL MATTERS

Information concerning any rates, taxes, charges or other similar outgoings (including any Body Corporate charges) affecting the Property for which the Purchaser will become liable consequence of the purchase of the Property AND interest (if any) payable thereon (including Owners' Corporation and GST, if applicable) are as follows or set out in the Contract of Sale and attached Certificates or Notices. **Where such amounts apply to the previous rating period, you should allow an additional 10% to the amounts quoted. Charges by the following Authorities/Charges will be adjusted at settlement.**

Authority	Amount	Interest (if any)
(1) City of Whitehorse	\$ 785.20 p.a	
(2) Yarra Valley Water		
Park Charge	\$ 22.63 Quarterly	
Drainage Charge	\$ 31.51 Quarterly	
Water Service Charge	\$ 21.26 Quarterly	
Sewer Service Charge	\$122.58 Quarterly	
(3) State Land Tax	\$ 0.00 (not adjustable)	
(4) Owners Corporation Admin Fees	\$1258.21 Quarterly	
Maintenance	\$ 31.84 Quarterly	

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.

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

Land Tax may be applicable if the land value exceeds \$250,000.00 with the usual adjustment at settlement for which the Purchaser may become liable Land Tax may also apply in the future depending on the Purchaser's equity, owner occupier status and other property holdings in the State of Victoria. Where an Owners' Corporation applies, the Owners Corporation has the right to raise special levies to meet its liabilities.

The Purchaser will become responsible for proportionate amounts of the current rates and charges set out above in consequence of the normal adjustments to be made on settlement. The Purchaser may become liable for Land Tax depending upon other real estate owned in Victoria.

2. LAND USE - RESTRICTIONS

Information concerning any easement, covenant or other similar restriction (including any Caveat) affecting the Property (registered or unregistered) is as follows:

- 2.1 Easements affecting the land are as set out in the attached copies of title.
- 2.2 Covenants affecting the land are as set out in the attached copies of title.
- 2.3 Other restrictions affecting the land are as attached. (including Caveats/Lease)

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.

3. PLANNING AND ROAD ACCESS

Information concerning any planning instrument is as follows:

- 3.1 Name: City of Whitehorse Planning Scheme
- 3.2 The responsible authority is: City of Whitehorse
- 3.3 Zoning and/or Reservation: Residential Growth Zone
- 3.4 Planning Overlay: See attached certificates if applicable

There is access to the Property by road.

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

The planning instrument does not prohibit the construction of a Dwelling on the Land.

4. BUSHFIRE PRONE AREA

This land is not in a designated bushfire- prone area within the meaning of the regulations made under the Building Act 1993. A Bushfire Probe Area report is attached.

5. SERVICES

Information concerning the supply of the following services:

Service	Status
• Electricity	Connected
• Gas	Connected
• Water	Connected
• Sewerage	Connected
• Telephone	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.

Warning to Purchasers

It is your (the purchasers) sole responsibility to check with the appropriate authorities as to the availability of and the cost of connection or reconnection to the property of any services you require, in particular whether sewerage is connected or whether all services are available

at the boundary of the land. Unless you contact the supply authority and take over the existing service, a final reading will be obtained (where applicable) and the services may be disconnected on or before the settlement day. It is your responsibility to pay all costs of and incidental to the transfer, connection or reconnection to the land of the services you require. The Vendor makes no representations that any of the services are adequate for your proposed use and you should make your own enquiries.

6. COMMERCIAL AND INDUSTRIAL PROPERTY TAX REFORM ACT 2024
(Vic) (CIPT Act)

- (a) The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the Municipal rates notice or property clearance certificate or is as follows:

AVPC No: 125.3

- (b) Is the Land tax reform scheme land within the meaning of the CIPT Act?

No

- (c) If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows:

Not applicable

7. 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

A copy of the condition report required by section 137B of the Building Act 1993 is also attached.

8. BUILDING APPROVALS/ PERMITS

Particulars of any **building approval** granted during the past seven years under the *Building Control Act* 1981 or the Building Act 1993 (required only where the property includes a residence):

No such approval has been issued.

Particulars of any **guarantee** issued in the past seven years under the *House Contracts Guarantee Act 1987* (required where the property includes a residence constructed by an owner-builder)

No such guarantee has been issued.

Particulars of any required **insurance** effected in the past six years under the *Building Act 1993* (required where the property includes a residence to which *s.137B Building Act 1993* applies) -

No such insurance has been issued.

The Purchaser acknowledges that the Vendor makes no representation that the improvements on the land sold or any alternations or additions thereto comply with the requirements of the responsible authorities.

The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that it is purchasing the property in its present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property sold.

9. OWNER/BUILDER WARRANTIES

- (a) The vendor warrants that 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;
- (b) The vendor warrants that 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) The vendor warrants that the domestic building work was carried out in accordance with all laws and legal requirements including, without limiting the generality of this warranty, this Act and the regulations.

10. NOTICES

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

- 10.1 affecting the Body Corporate and any liabilities (whether contingent, proposed or otherwise) whether the Property is in a subdivision containing a Body Corporate, including any relating to the undertaking of any repairs to the Property .
- 10.2 quarantine or stock order imposed under the *Stock Diseases Act 1968* (whether or not the quarantine or order is still in force) -
- 10.3 notice pursuant to section 6 of the *Land Acquisition and Compensation Act 1986*.

Please see attached – Council Building orders

The Vendor has no means of knowing of all the decisions of Public Authorities and Government Departments affecting the property unless communicated to the Vendor.

11. SMOKE ALARMS

The Purchaser is to note that all dwellings and/or units are required to be fitted with self contained smoke alarms in accordance with Regulations 5.14 of the *Building Regulations* 1994 within 30 days after:-

- 11.1 In the case of a Contract other than a terms Contract (as defined in Section 2 of the Sale of the Land Act 1962) the date of completion of the Contract; and
- 11.2 In the case of a terms Contract, the purchaser becomes entitled to possession or to the receipt of the events and profits under the Contract.

12. SWIMMING POOLS

In the event a swimming pool is on the land herein described, the purchaser may be required at his expense to comply with the provisions of the *Building Act* 1993 and the *Building Regulations* 1994 and in particular Regulation 5.13 requiring the provisions of barriers to restrict access by some children to the swimming pool within 30 days after:-

- 12.1 In the case of a Contract other than a terms Contract (as defined in Section 2 of the Sale of the Land Act 1962) the date of completion of the Contract; and
- 12.2 In the case of a terms Contract, the purchaser becomes entitled to possession or to the receipt of the events and profits under the Contract.

13. GOODS AND SERVICES TAX

GST payable:

- (a) The parties acknowledge that this sale is the sale of an existing residential premises, and as such is exempt from GST under Section 40-65 of the New Goods and Services Act.
- (b) If the Purchaser does not use the property as previously used by the Vendors as existing residential premises and if such change of use results in a GST liability attached to the property, then in that event, the Purchaser indemnifies the Vendor against any liability for the payment of any GST in respect of payments under this Contract.

14. TITLE

Attached are copies of the following documents concerning the title -

- 14.1 Certificate of Title Volume 11437 Folio 324
- 14.2 Plan of Subdivision PS 646781P
- 14.3 Copy of Owner Builders Defect Report dated 3 October 2025
- 14.5 Copy of County Court Proceedings - Proposed Settlement Distribution - to current lot owners- Joseph & Yim Fund- dated 7 July 2025 – re works undertaken on property by Owners Corporation.

NB.

Please see attached OC Certificate; Information noted in part (e) of the certificate together with copy of signed Proposed Settlement Distribution.

The Purchaser/s acknowledge and agree that the vendors of this property- Josphe Hoi Tong Fung and Yim Yi Fung- will be the only recipients of the entitled settlement funds for the property 302/2 Queen Street from the County Court against the builders of the property, before and/or after settlement has been affected.

The Purchaser/s further acknowledge and agree that they may not make a claim nor seek that these funds be reimbursed to them, should these funds be received after settlement has been affected.

18. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

18.1 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

19. DISCLOSURE OF ENERGY EFFICIENCY INFORMATION

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

- a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- b) which has a net lettable area of at least 2000m²; (but does not include a building under a strata title system or if an Occupancy Permit was issued less than 2 years before the relevant date)-

Are contained in the attached building energy efficiency certificate/s

Are as follows:

Not Applicable

15. **ELECTRONIC CERTIFICATE OF TITLE**

- a) In the event that the Vendor's Title is in electronic form ("eCT") the Vendor will not and is not obliged to convert the ECT to a paper Title ("pCT"). Prior to settlement the Vendor or its mortgagee will nominate the eCT to any paper instrument required. The purchaser agrees to complete settlement on the basis of the eCT and will instruct any mortgagee or other third party intended to take control of the Certificate of Title at settlement that the Title is an eCT and no pCT will be provided at settlement. The purchaser is responsible for confirming the format of the CT prior to settlement at their own expense and will not call upon the Vendor to provide evidence of the eCT control and/or Nomination prior to settlement.
- b) The purchaser will be in breach of contract if the Purchaser and/or its mortgagee refuses to complete settlement and fails to accept the eCT and the Nomination where the CT is otherwise proven to be in a format to support the lodgment of the transaction being settled.

16. **COSTS IN EVENT OF DEFAULT**

The Vendor gives notice to the Purchaser that in the event that the Purchaser fails to complete the purchase of the Property on the date specified in the Contract between the Vendor and the Purchaser ("the Contract") for the payment of the residue as defined in the Contract ("the Due Date") the Vendor will or may suffer the following losses and expenses which the Purchaser shall be required to pay to the Vendor in addition to the interest payable in accordance with the terms of the Contract:

- a) All costs associated with obtaining bridging finance to complete the Vendor's purchase of another property, and interest charged on such bridging finance.
- b) Interest payable by the Vendor under any existing Mortgage over the property calculated from the Due Date.
- c) Accommodation expenses necessarily incurred by the Vendor.
- d) Legal costs and expenses as between the Vendor's solicitor and the Vendor.
- e) Penalties payable by the Vendor to a third party through any delay in completion of the Vendor's purchase.

17. **OWNERS CORPORATION ACT 2006**

If the land is affected by an owners corporation within the meaning of the **Owners Corporations Act 2006**.

- a) a copy of the current owners corporation certificate issued in respect of the land under the **Owners Corporation Act 2006**; and
- b) a copy of the documents required to accompany the owners corporation certificate under section 151(4)(b) of the **Owners Corporations Act 2006**.

The land is affected by an owners corporation and a copy of the current owners corporation certificate and documents required to accompany the owners corporation certificate under section 151(4) (b) of the Act are attached.

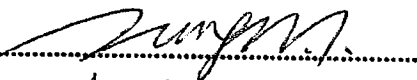
DATE OF THIS STATEMENT

15/10/2025

Name of the Vendors

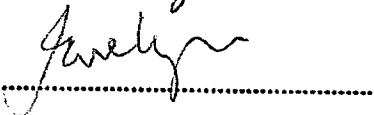
Joseph Hoi Tong Fung

X



Yim Yi Fung

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

 / /

Name of the Purchaser

Signature of the Purchaser

.....
(please print name)

X.....

.....
(please print name)

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 11437 FOLIO 324

Security no : 124128180067T
Produced 17/09/2025 04:24 PM

LAND DESCRIPTION

Lot 302 on Plan of Subdivision 646781P.

PARENT TITLES :

Volume 04868 Folio 525 Volume 06514 Folio 644 Volume 10841 Folio 705
Created by instrument PS646781P 01/08/2013

REGISTERED PROPRIETOR

Estate Fee Simple

Joint Proprietors

JOSEPH HOI TONG FUNG

YIM YI FUNG both of 12 DUNLAVIN ROAD MITCHAM VIC 3132

AK551523H 27/08/2013

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX012273A 04/07/2023

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 PS646781P 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: APARTMENT 302 2 QUEEN STREET BLACKBURN VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control 15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 04/07/2023

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS646781P

DOCUMENT END

Signed by Council: Whitehorse City Council, Council Ref: WH/2012/915, CRT/5286 PS, Original Certification: 14/05/2013, S.O.C.: 17/07/2013

PLAN OF SUBDIVISION		Stage No. EDITION 1	LRS use only PS 646781P
Location of Land Parish: NUNAWADING Township: — Section: — Crown Allotment: — Crown Portion: 83 (PART) Title Reference: VOL.4868 FOL.525 VOL.6514 FOL.644 VOL.10841 FOL.705 Last Plan Reference: LOTS 34 & 35 ON LP3131 & LOT 2 ON TP838706W Postal Address: 2-4 QUEEN STREET, (at time of subdivision) BLACKBURN, 3130 MGA Co-ordinates E 337250 Zone: 55 (of approx. centre of land in plan) N 5812750		Council Certification and Endorsement Council Name: CITY OF WHITEHORSE Ref: 1. This plan is certified under section 6 of the Subdivision Act 1988. 2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 / / 3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988. OPEN SPACE (i) A requirement for public open space under section 18 of the Subdivision Act 1988 has/has not been made. (ii) The requirement has been satisfied. (iii) The requirement is to be satisfied in Stage..... Council Delegate Council Seal Date / / Re-certified under section 11(7) of the Subdivision Act 1988 Council Delegate Council Seal Date / /	
Vesting of Roads and/or Reserves		Notations	
Identifier	Council/Body/Person	Staging This is is not a staged subdivision Planning Permit No.	
NIL	NIL	Depth Limitation DOES NOT APPLY BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS. LOCATION OF BOUNDARIES DEFINED BY BUILDINGS: INTERIOR FACE : ALL BOUNDARIES COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES. ALL COLUMNS, BEAMS AND SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN WITHIN THIS PLAN ARE CONTAINED IN COMMON PROPERTY No.1, UNLESS OTHERWISE NOTED. LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS - SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS. Survey This plan is/ is not based on survey This survey has been connected to permanent marks no(s) - In Proclaimed Survey Area No. -	
THE VEHICLE STACKING MECHANISM IS PART OF COMMON PROPERTY No.1 THE VEHICLE STACKING MECHANISM ALWAYS RETURNS THE VEHICLES TO THE SAME POSITIONS AS THAT SHOWN ON THE PLAN. B - BALCONY P - PROJECTION OF UNDERSIDE OF CEILING (UNLESS OTHERWISE NOTED) T - TERRACE CP No.1 - COMMON PROPERTY No.1		Easement Information Legend: E - Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A - Appurtenant Easement R - Encumbering Easement (Road) Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 applies to the whole of the land in this plan.	
Subject Land	Purpose	Width (metres)	Origin
E-1	AS PROVIDED FOR IN SEC. 207(c) LGA 1989	3-66	SEC. 207(c) LGA 1989
Land Benefited/In Favour Of		Land Benefited/In Favour Of	
WHITEHORSE CITY COUNCIL & YARRA VALLEY WATER LTD.		WHITEHORSE CITY COUNCIL & YARRA VALLEY WATER LTD.	
Bosco Jonson Pty Ltd A.B.N 95 282 532 642 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road, South Melbourne Vic 3205 Australia DX 20524 Emerald Hill Tel 03) 9699 1400 Fax 03) 9699 5992		 LICENSED SURVEYOR (PRINT) ANDREI FIJAN SIGNATURE DATE / / REF 7509003 07/05/13 VERSION C DWG 750900DC	
LRS use only Statement of Compliance/ Exemption Statement Received ☒ Date 24/7/13		LRS use only PLAN REGISTERED TIME 9:57 DATE 1/8/13 Randall McDonald Assistant Registrar of Titles Sheet 1 of 12 sheets	
COUNCIL DELEGATE SIGNATURE Original sheet size A3		COUNCIL DELEGATE SIGNATURE Original sheet size A3	

Signed by Council: Whitehorse City Council, Council Ref: WH/2012/915, CRT/5286 PS, Original Certification: 14/05/2013, S.O.C.: 17/07/2013



Signed by Council: Whitehorse City Council, Council Ref: WH/2012/915, CRT/5286 PS, Original Certification: 14/05/2013, S.O.C.: 17/07/2013

Bosco Jonson Pty Ltd
A.B.N. 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL
SCALE
1:200
SHEET
SIZE
A3

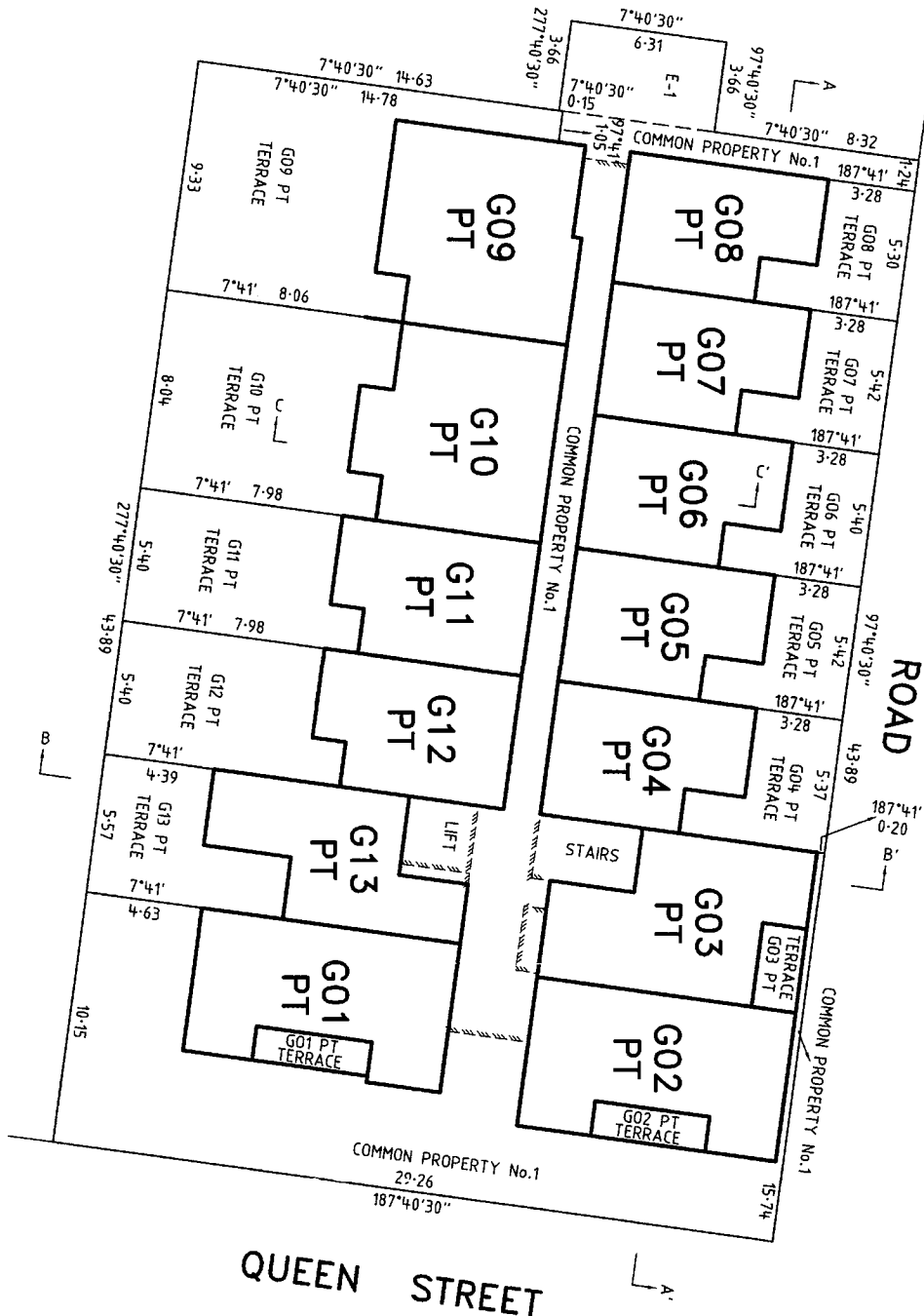
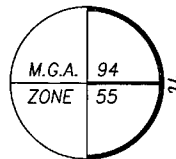
SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN
SIGNATURE DATE / /
REF 7509003 07/05/13 VERSION C
DWG 750900DC

DATE / /
COUNCIL DELEGATE SIGNATURE

GROUND STOREY
DIAGRAM 2

Sheet 3



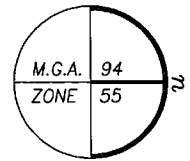
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 646781P

Signed by Council: Whitehorse City Council, Council Ref: WH/2012/915, CRT/5286 PS, Original Certification: 14/05/2013, S.O.C.: 17/07/2013



PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 646781P



* DENOTES LOT LOCATED IN UPPER PORTION OF CAR STACKER SPACE
SEE SECTION C-C'

ORIGINAL

SCALE

Bosco Jonson Pty Ltd

ABN 56 282 532 642

P.O. Box 5075, South Melbourne, Vic 3205

16 Eastern Road, South Melbourne

Vic 3205 Australia DX 20524 Emerald Hill

Tel (03) 9699 1400 Fax (03) 9699 5992



SCALE SHEET
SIZE A3

1:200

2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

ANDREI FIJAN

SIGNATURE

DATE

VERSION

REF 7509003
DWG 750900DC

07/05/13

C

DATE / /

COUNCIL DELEGATE SIGNATURE

Sheet 4.

BASEMENT LEVEL 1
DIAGRAM 3

Signed by Council: Whitehorse City Council, Council Ref: WH/2012/915, CRT/5286 PS, Original Certification: 14/05/2013, S.O.C.: 17/07/2013

Bosco Jonson Pty Ltd
ABN 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992



SCALE
1:150

ORIGINAL
SHEET
A3

SCALE
1:5
0
3
6
LENGTHS ARE IN METRES

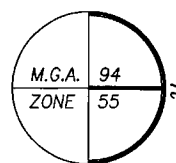
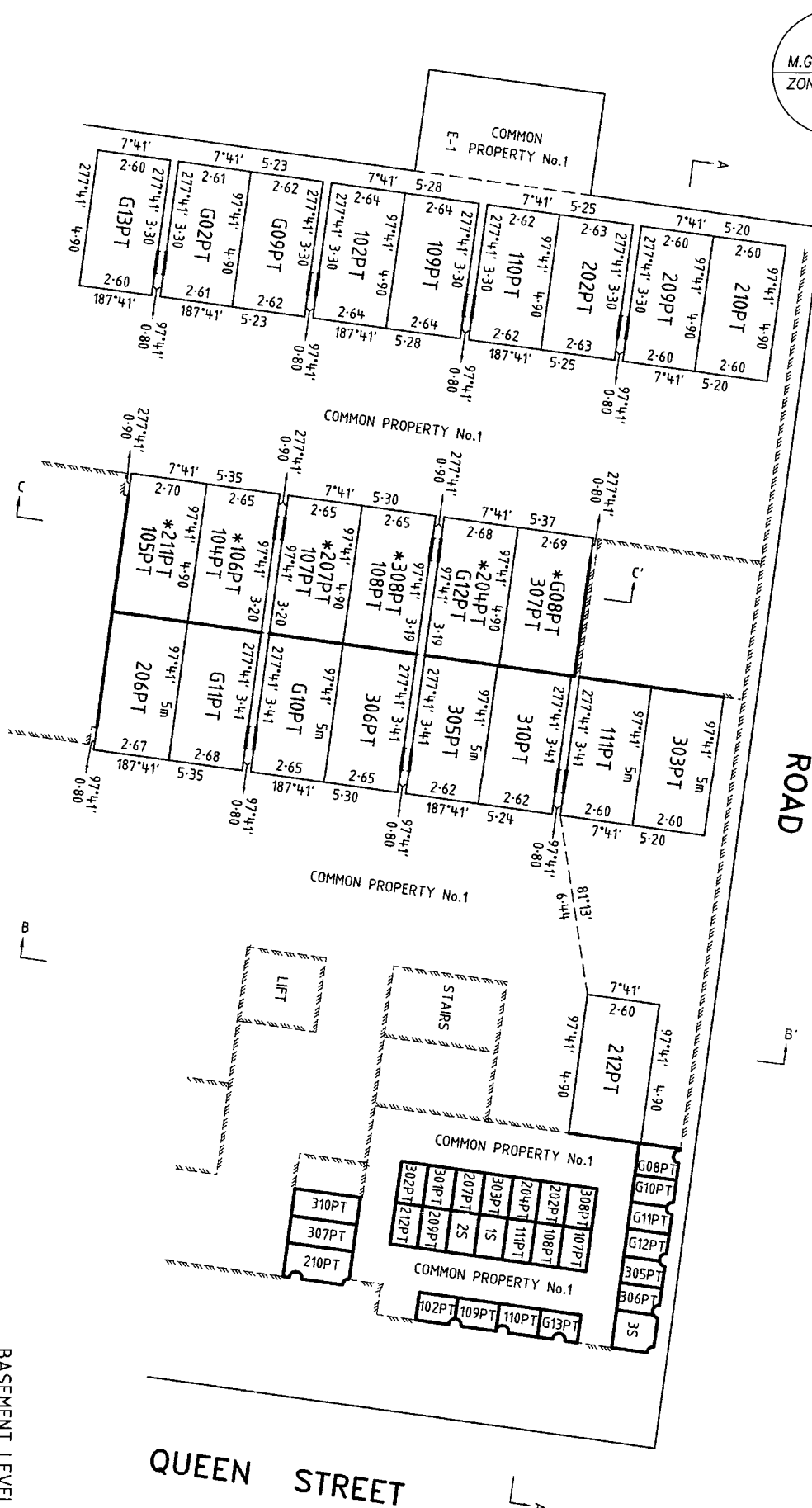
LICENSED SURVEYOR (PRINT) ANDREI FIJAN
SIGNATURE DATE / /
REF 7509003 07/05/13 VERSION C
DWG 7509000DC

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 5

BASEMENT LEVEL 1
ENLARGEMENT A

* DENOTES LOT LOCATED IN UPPER PORTION OF CAR STACKER SPACE
SEE SECTION C-C'



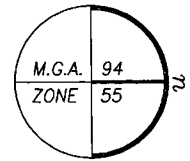
PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 646781P

Signed by Council: Whitehorse City Council, Council Ref: WH/2012/915, CRT/5286 PS, Original Certification: 14/05/2013, S.O.C.: 17/07/2013



PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 646781P



BASEMENT LEVEL 2
DIAGRAM 4

Sheet 6

ORIGINAL

Bosco Jonson Pty Ltd

ABN 95 282 632 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992



SCALE
1:200
SHEET
SIZE
A3

SCALE
2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN

SIGNATURE DATE / /

REF 7509003 07/05/13 VERSION C
DWG 750900DC

DATE / /

COUNCIL DELEGATE SIGNATURE

Signed by Council: Whitehorse City Council, Council Ref: WH/2012/915, CRT/5286 PS, Original Certification: 14/05/2013, S.O.C.: 17/07/2013

Bosco Jonson Pty Ltd
A.B.N 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992



ORIGINAL
SCALE
1:150
SHEET
SIZE
A3

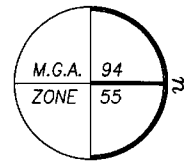
SCALE
1:5
0
3
6
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT) ANDREI FIJAN
SIGNATURE DATE / /
REF 7509003 07/05/13 VERSION C
DWG 750900DC

DATE / /
COUNCIL DELEGATE SIGNATURE

Sheet 7

BASEMENT LEVEL 2
ENLARGEMENT A

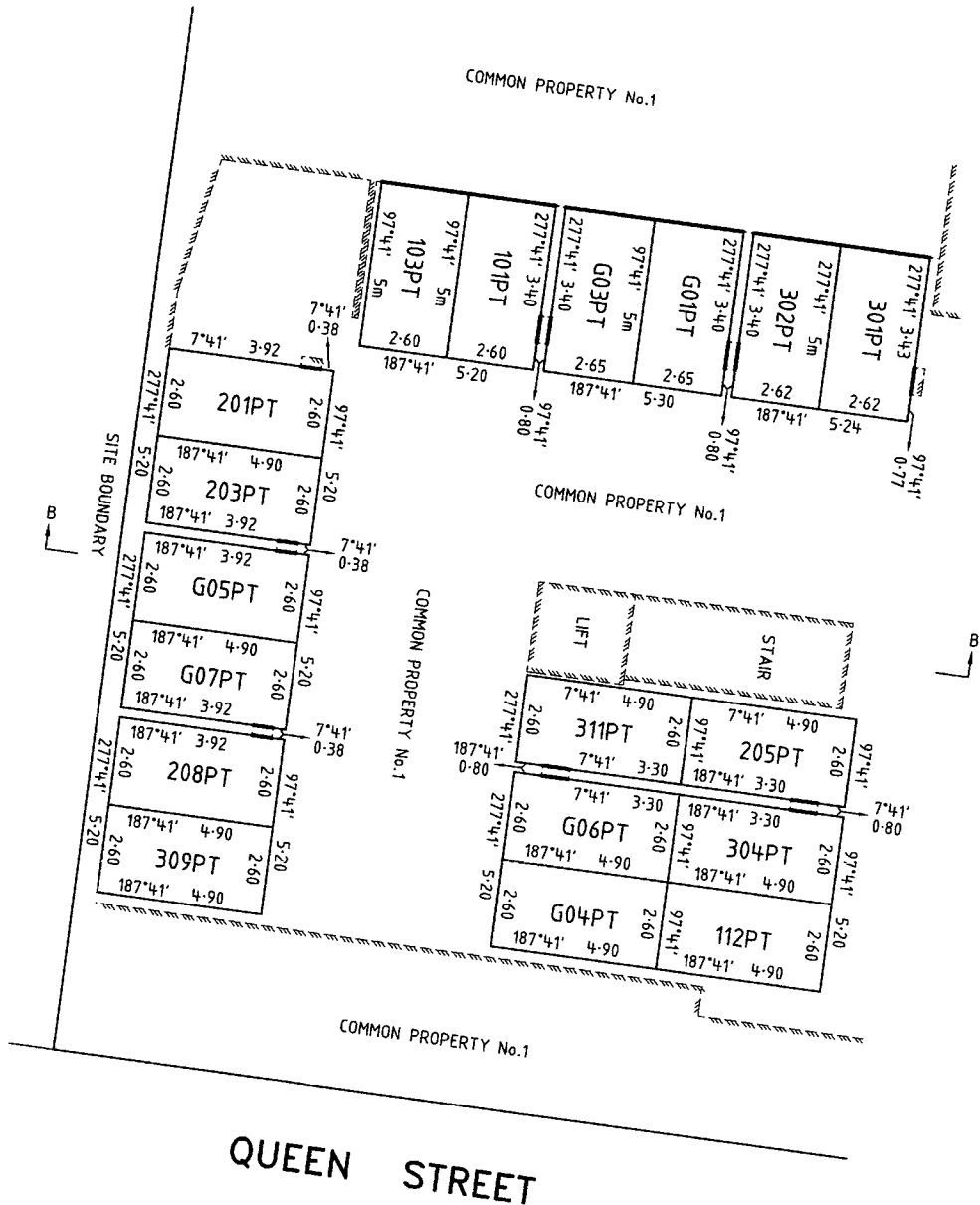


PLAN OF SUBDIVISION

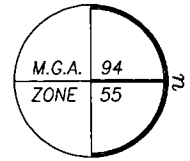
Stage No.

Plan Number

PS 646781P



Signed by Council: Whitehorse City Council, Council Ref: WH/2012/915, CRT/5286 PS, Original Certification: 14/05/2013, S.O.C.: 17/07/2013

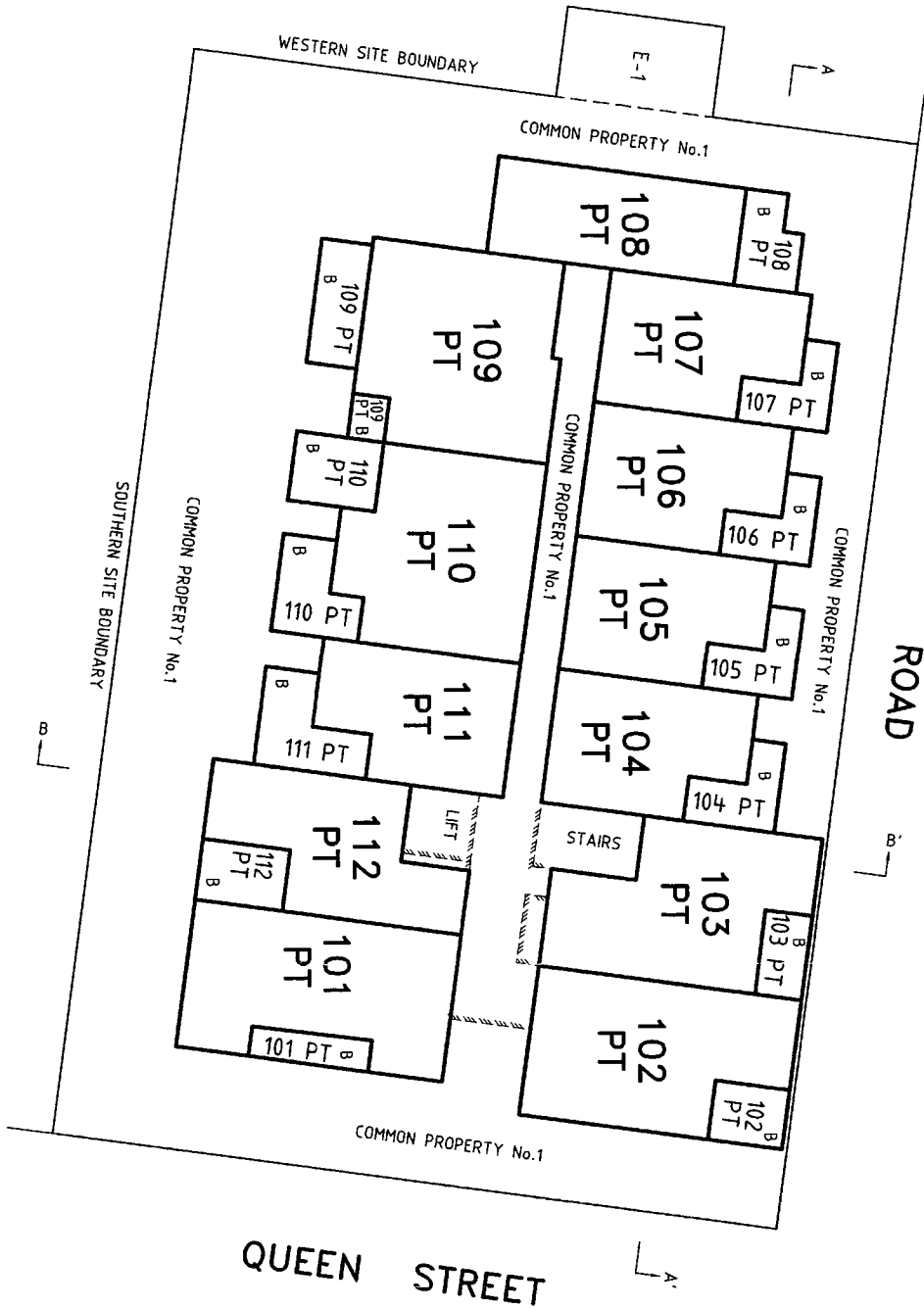


PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 646781P



FIRST STOREY
DIAGRAM 5

Sheet 8

ORIGINAL

SCALE

Bosco Jonson Pty Ltd

ABN 96 282 632 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992



SCALE

1:200

SHEET
SIZE
A3

2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

ANDREI FIJAN

SIGNATURE

/

/

/

DATE

/

/

/

/

/

/

/

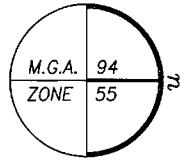
REF 7509003

07/05/13 VERSION C

DWG 7509000DC

COUNCIL DELEGATE SIGNATURE

Signed by Council: Whitehorse City Council, Council Ref: WH/2012/915, CRT/5286 PS, Original Certification: 14/05/2013, S.O.C.: 17/07/2013

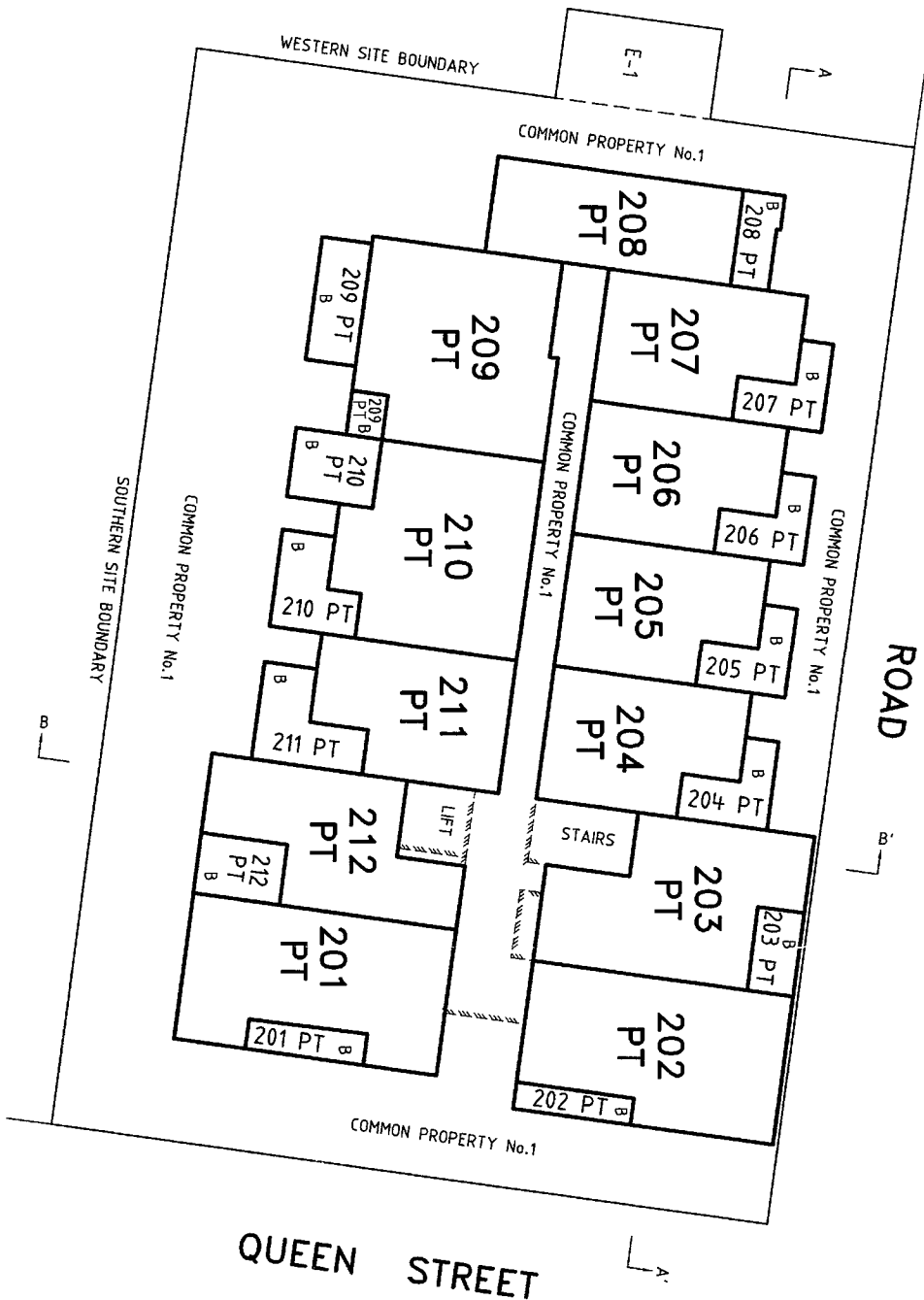


PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 646781P



SECOND STOREY
DIAGRAM 6

Sheet 9

ORIGINAL

SCALE

Bosco Jonson Pty Ltd

ABN 95 282 532 642
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992



SCALE
1:200

SHEET
SIZE
A3

2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

ANDREI FIJAN

SIGNATURE

DATE

VERSION

REF 7509003
DWG 7509000DC

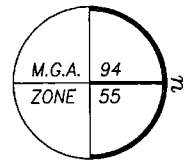
07/05/13

VERSION C

DATE / /

COUNCIL DELEGATE SIGNATURE

Signed by Council: Whitehorse City Council, Council Ref: WH/2012/915, CRT/5286 PS, Original Certification: 14/05/2013, S.O.C.: 17/07/2013

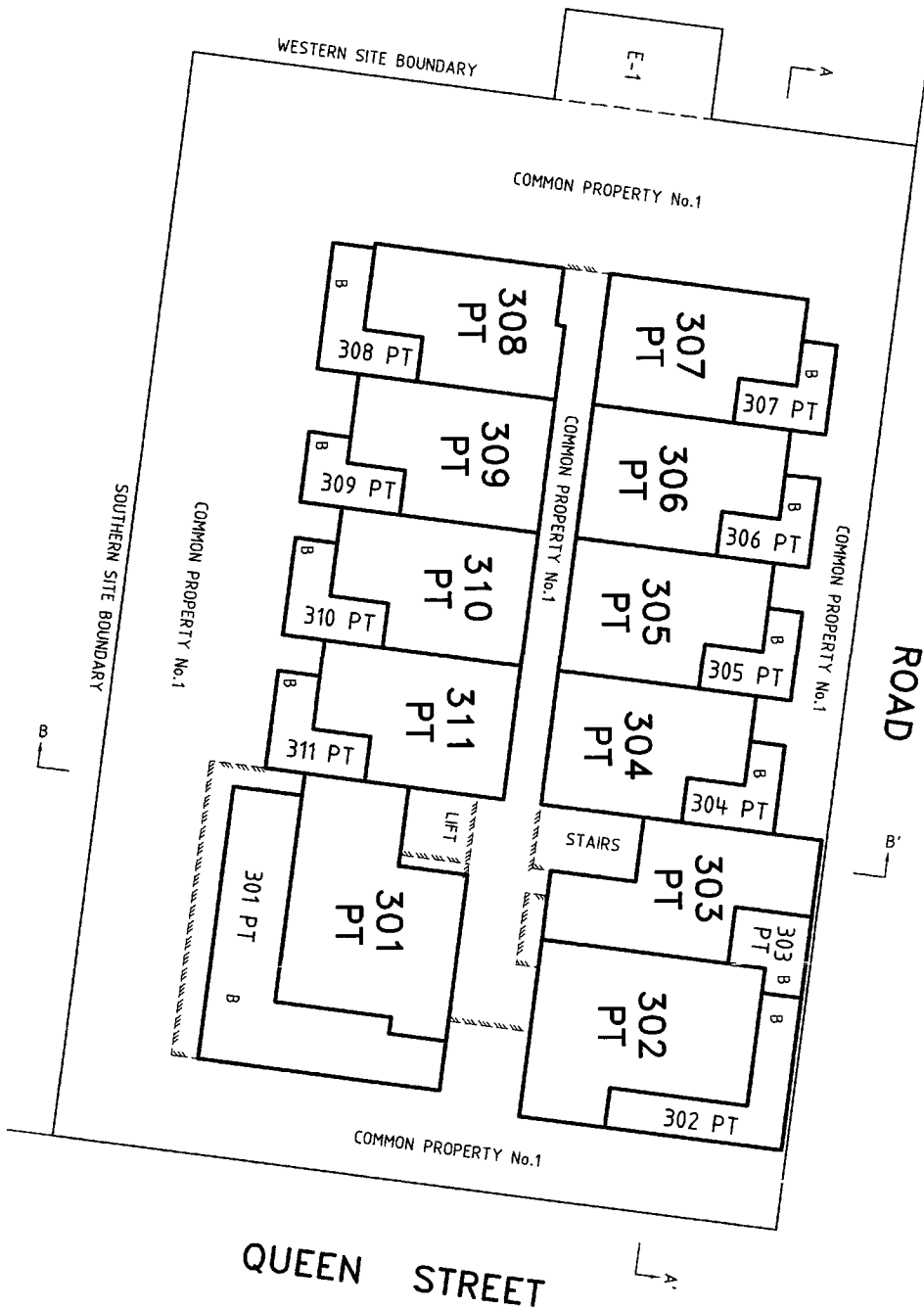


PLAN OF SUBDIVISION

Stage No.

Plan Number

PS 646781P



SEE DIAGRAM 1 ON SHEET 2 FOR EASEMENT DETAILS.

ORIGINAL

SCALE

Bosco Jonson Pty Ltd

A.B.N. 96 282 532 642
P.O. Box 5075, South Melbourne, Vic. 3205
16 Eastern Road, South Melbourne
Vic 3205 Australia DX 20524 Emerald Hill
Tel (03) 9699 1400 Fax (03) 9699 5992



SCALE
1:200

SHEET
SIZE
A3

2 0 4 8
LENGTHS ARE IN METRES

LICENSED SURVEYOR (PRINT)

ANDREI FIJAN

SIGNATURE DATE / /

REF 7509003 07/05/13 VERSION C
DWG 7509000DC

DATE / /

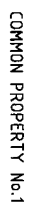
COUNCIL DELEGATE SIGNATURE

Sheet 10

THIRD STOREY
DIAGRAM 7

[illegible]

PS 646781P

Sheet 12

07/05/13 VERSION C



Plan of Subdivision PS646781P
Certification of plan by Council (Form 2)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S030704B
Plan Number: PS646781P
Responsible Authority Name: Whitehorse City Council
Responsible Authority Reference Number 1: WH/2012/915
Responsible Authority Reference Number 2: CRT/5286 PS
Surveyor's Plan Version: C

Certification

This plan is certified under section 6 of the Subdivision Act 1988

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988

Has been made and the requirement has not been satisfied

Digitally signed by Council Delegate: Phillip Singh
Organisation: Whitehorse City Council
Date: 14/05/2013



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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.

Produced: 17/09/2025 04:38:39 PM

OWNERS CORPORATION 1
PLAN NO. PS646781P

The land in PS646781P is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1S, 2S, 3S, 101 - 112, 201 - 212, 301 - 311, G01, G10, G11, G12, G13, G02, G03, G04, G05, G06, G07, G08, G09.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

STRATAPRIME PTY LTD UNIT 6 85 BARDIA AVENUE SEAFORD VIC 3198

AX274844R 21/09/2023

Owners Corporation Manager:

NIL

Rules:

Model Rules apply unless a matter is provided for in Owners Corporation Rules. See Section 139(3) Owners Corporation Act 2006

Owners Corporation Rules:

1. OC019027Y 01/08/2013

Additional Owners Corporation Information:

OC019026B 01/08/2013

Notations:

NIL

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 1S	1	1
Lot 2S	1	1
Lot 3S	1	1
Lot 101	49	49
Lot 102	50	50



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/09/2025 04:38:39 PM

OWNERS CORPORATION 1
PLAN NO. PS646781P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 103	49	49
Lot 104	37	37
Lot 105	37	37
Lot 106	37	37
Lot 107	37	37
Lot 108	36	36
Lot 109	49	49
Lot 110	49	49
Lot 111	36	36
Lot 112	35	35
Lot 201	50	50
Lot 202	50	50
Lot 203	50	50
Lot 204	37	37
Lot 205	37	37
Lot 206	37	37
Lot 207	37	37
Lot 208	37	37
Lot 209	50	50
Lot 210	50	50
Lot 211	37	37
Lot 212	35	35
Lot 301	52	52
Lot 302	51	51
Lot 303	38	38
Lot 304	38	38
Lot 305	38	38
Lot 306	38	38
Lot 307	38	38



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 17/09/2025 04:38:39 PM

OWNERS CORPORATION 1
PLAN NO. PS646781P

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 308	37	37
Lot 309	37	37
Lot 310	37	37
Lot 311	37	37
Lot G01	50	50
Lot G10	50	50
Lot G11	37	37
Lot G12	37	37
Lot G13	36	36
Lot G02	50	50
Lot G03	50	50
Lot G04	38	38
Lot G05	38	38
Lot G06	38	38
Lot G07	38	38
Lot G08	38	38
Lot G09	50	50
Total	2002.00	2002.00

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

Statement End.

PLANNING CERTIFICATE

Official certificate issued under Section 199 Planning & Environment Act 1987
and the Planning and Environment Regulations 2005

CERTIFICATE REFERENCE NUMBER

1179541

APPLICANT'S NAME & ADDRESS

CONNIE COSTANZO C/- GXS
DOCKLANDS

VENDOR

FUNG, JOSEPH HOI TONG

PURCHASER

TBA, TBA

REFERENCE

25/0595-Fung

This certificate is issued for:

LOT 302 PLAN PS646781 ALSO KNOWN AS 302/2 QUEEN STREET BLACKBURN
WHITEHORSE CITY

The land is covered by the:

WHITEHORSE PLANNING SCHEME

The Minister for Planning is the responsible authority issuing the Certificate.

The land:

- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 3
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9
- and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8

A detailed definition of the applicable Planning Scheme is available at :
(<http://planningschemes.dpcd.vic.gov.au/schemes/whitehorse>)

Historic buildings and land protected under the Heritage Act 1995 are recorded in the Victorian Heritage Register at:

<http://vhd.heritage.vic.gov.au/>

17 September 2025

Sonya Kilkenny
Minister for Planning

Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.

The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration

Copies of Planning Schemes and Amendments can be inspected at the relevant municipal offices.

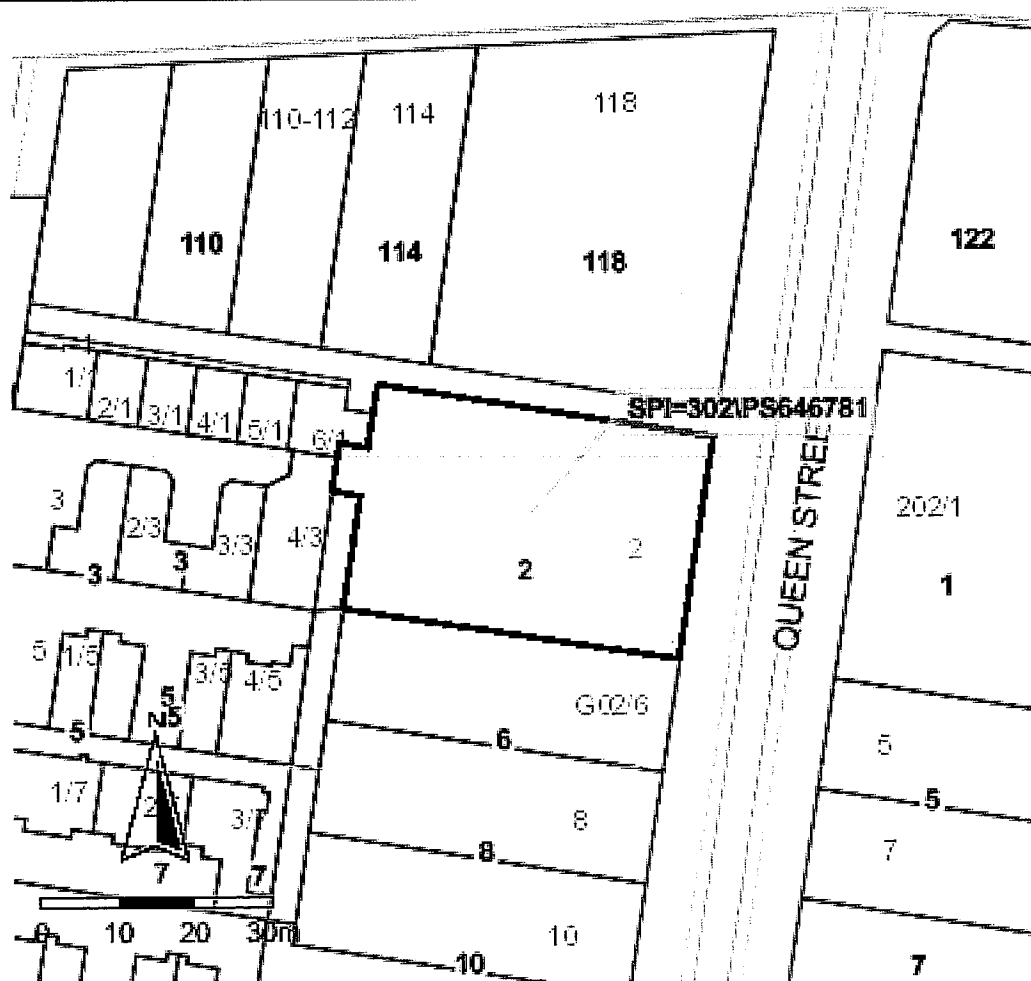
LANDATA®
T: (03) 9102 0402
E: landata.enquiries@servictoria.com.au

The attached certificate is issued by the Minister for Planning of the State of Victoria and is protected by statute.

The document has been issued based on the property information you provided. You should check the map below - it highlights the property identified from your information.

If this property is different to the one expected, you can phone (03) 9102 0402 or email landata.enquiries@servictoria.com.au

Please note: The map is for reference purposes only and does not form part of the certificate.



Copyright © State Government of Victoria. Service provided by maps.land.vic.gov.au

Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.

Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour. Next business day delivery, if further information is required from you.

Privacy Statement

The information obtained from the applicant and used to produce this certificate was collected solely for the purpose of producing this certificate. The personal information on the certificate has been provided by the applicant and has not been verified by LANDATA®. The property information on the certificate has been verified by LANDATA®. The zoning information on the certificate is protected by statute. The information on the certificate will be retained by LANDATA® for auditing purposes and will not be released to any third party except as required by law.

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

From www.planning.vic.gov.au at 17 September 2025 09:40 AM

PROPERTY DETAILS

Address: **302/2 QUEEN STREET BLACKBURN 3130**
Lot and Plan Number: **Lot 302 PS646781**
Standard Parcel Identifier (SPI): **302\PS646781**
Local Government Area (Council): **WHITEHORSE**
Council Property Number: **267097**
Planning Scheme: **Whitehorse**
Directory Reference: **Melway 47 K9**

www.whitehorse.vic.gov.au

[Planning Scheme - Whitehorse](#)

UTILITIES

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

STATE ELECTORATES

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

OTHER

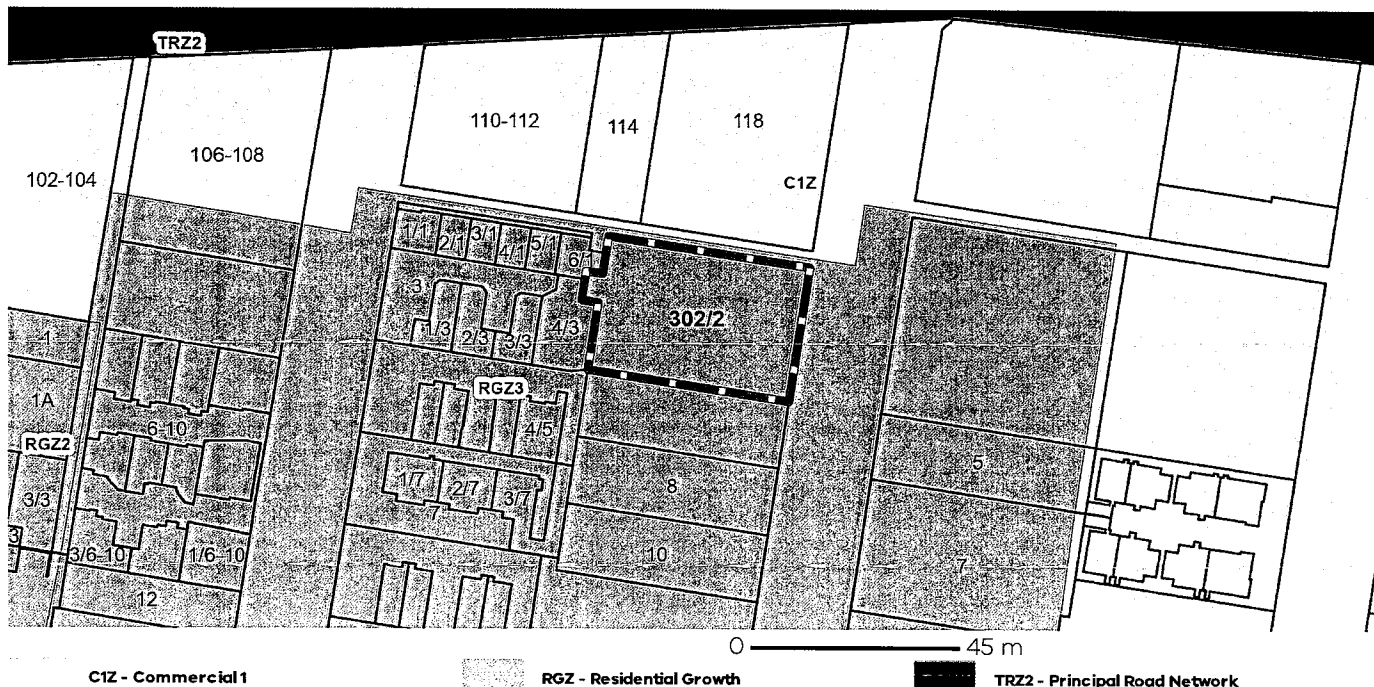
Registered Aboriginal Party: **Wurundjeri Woi Wurrung Cultural
Heritage Aboriginal Corporation**
Fire Authority: **Fire Rescue Victoria**

[View location in VicPlan](#)

Planning Zones

RESIDENTIAL GROWTH ZONE (RGZ)

RESIDENTIAL GROWTH ZONE - SCHEDULE 3 (RGZ3)



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

Copyright © - State Government of Victoria

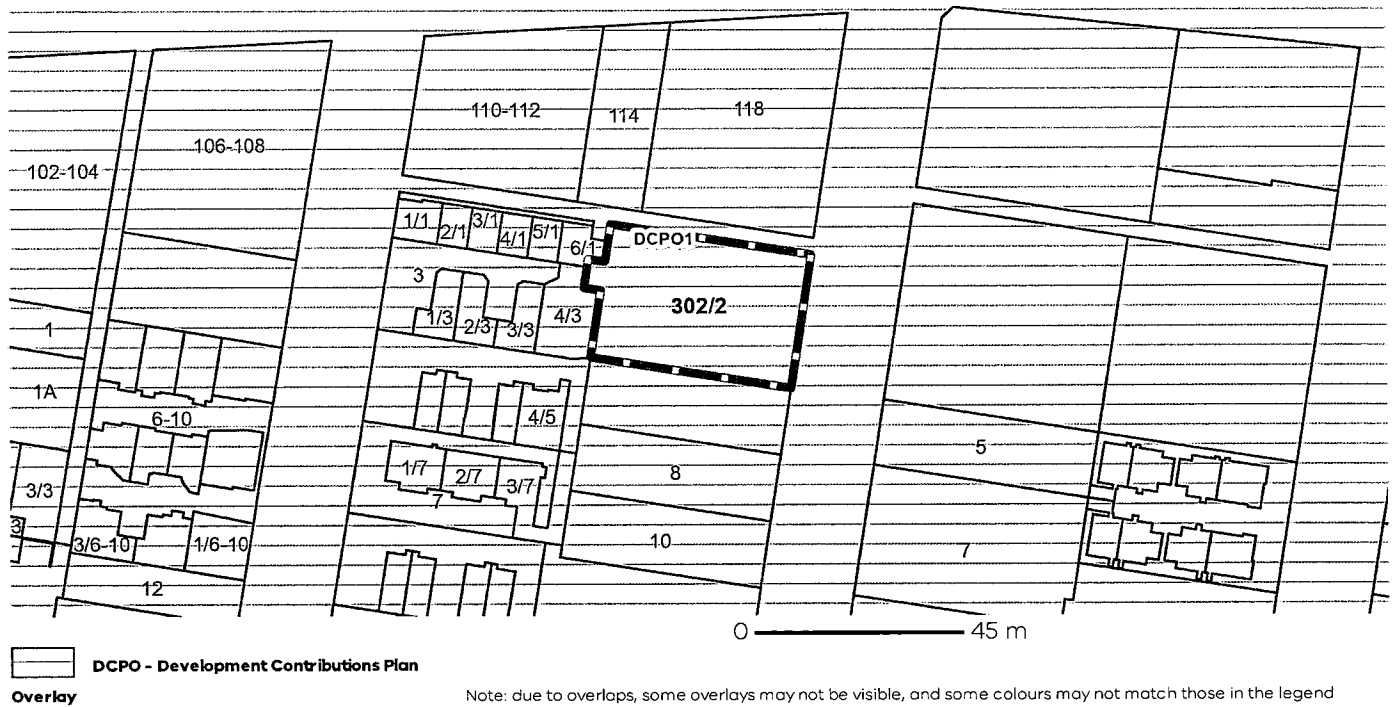
Disclaimer: This content is provided for information purposes only. No claim is made as to the accuracy or authenticity of the content. The Victorian Government does not accept any liability to any person for the information provided.
Read the full disclaimer at <https://www.vic.gov.au/disclaimer>

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

Planning Overlays

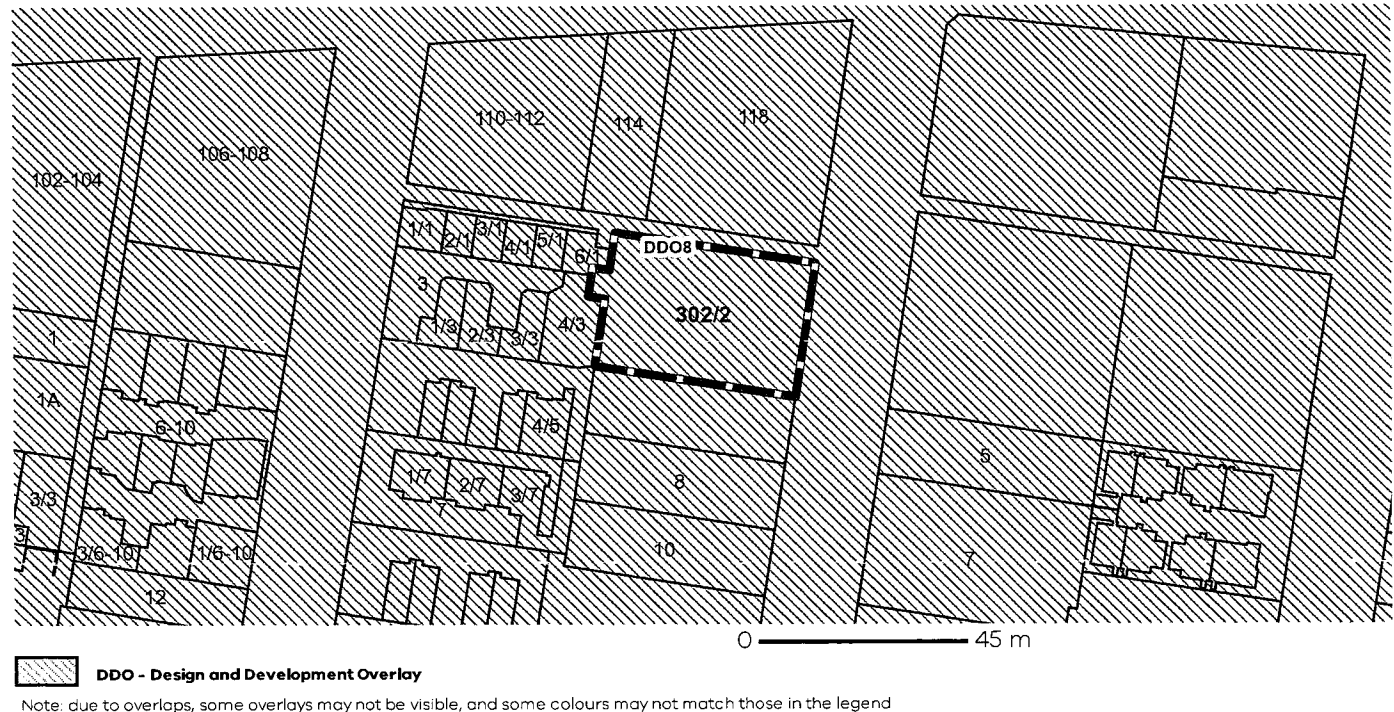
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



DESIGN AND DEVELOPMENT OVERLAY (DDO)

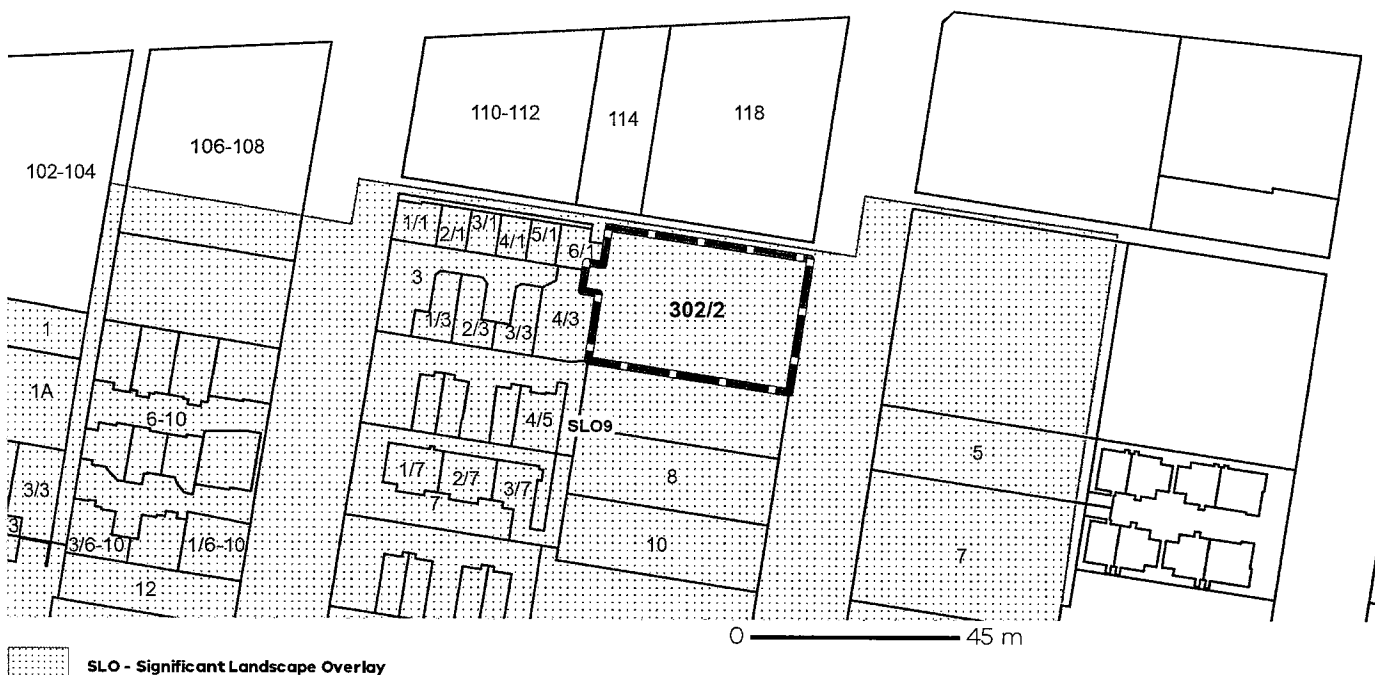
DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)



Planning Overlays

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)

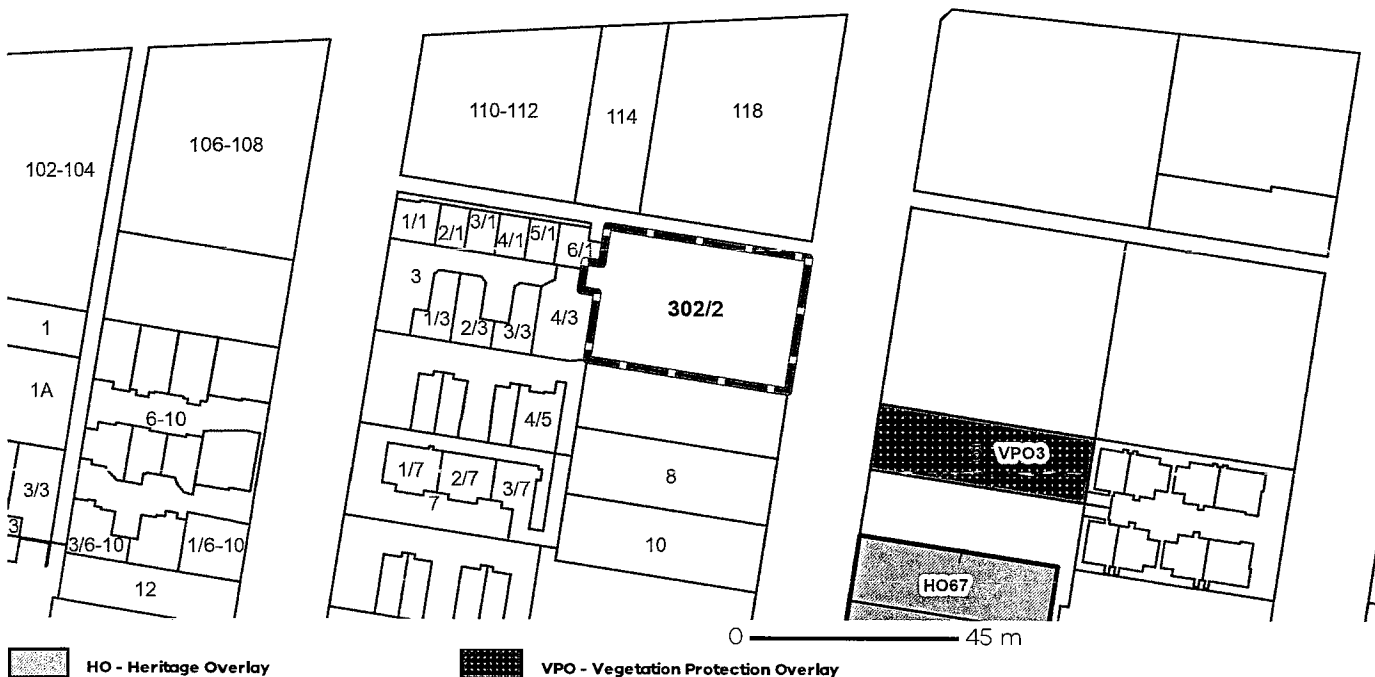


OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)

VEGETATION PROTECTION OVERLAY (VPO)



Further Planning Information

Planning scheme data last updated on 12 September 2025.

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

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

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

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

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

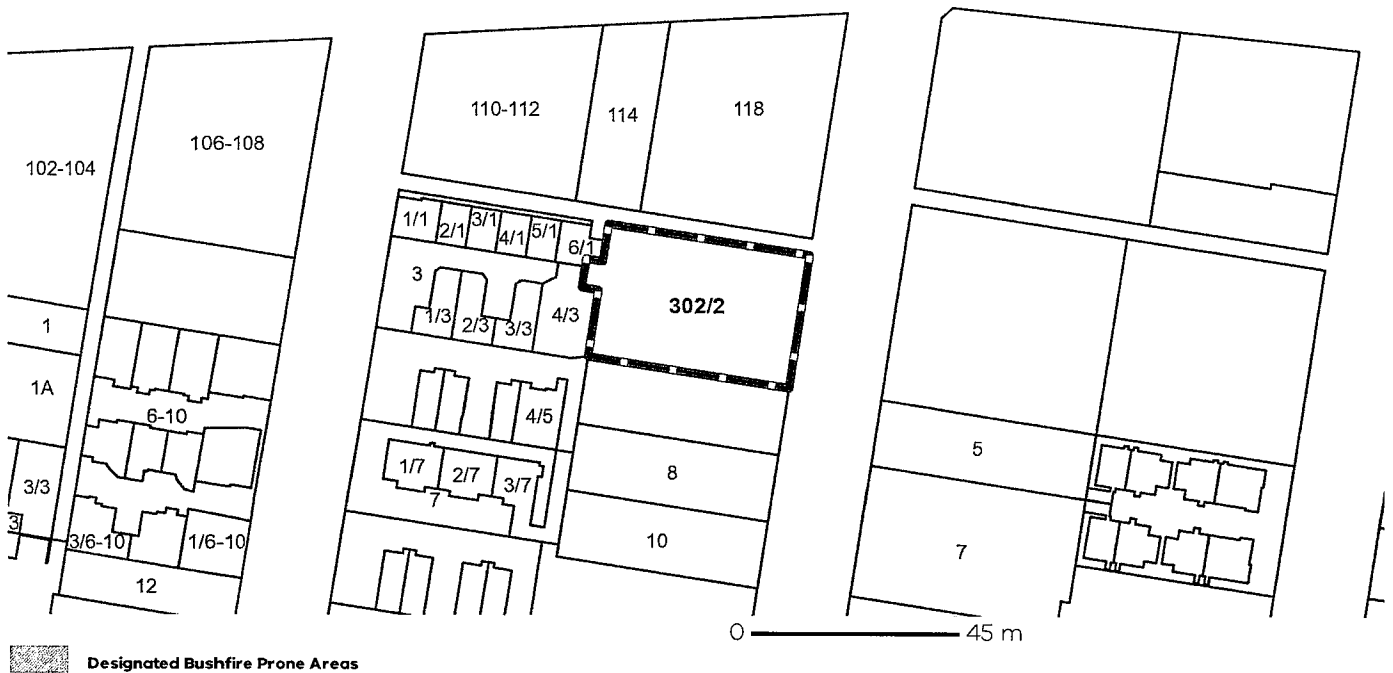
Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.

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

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

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



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

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

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

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

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

Native Vegetation

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

To help identify native vegetation on this property and the application of Clause 52.17 please visit the Native Vegetation Regulations Map (NVR Map) <https://mapshare.vic.gov.au/nvr/> and [Native vegetation \(environment.vic.gov.au\)](http://www.environment.vic.gov.au) or please contact your relevant council.

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



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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Connie Costanzo
Suite 2 261 265 Blackburn Road
EAST DONCASTER 3109

Client Reference: 25/0595-Fung

NO PROPOSALS. As at the 17th September 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®.

APARTMENT 302, 2 QUEEN STREET, BLACKBURN 3130
CITY OF WHITEHORSE

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

Date of issue: 17th September 2025

Telephone enquiries regarding content of certificate: 13 11 71

[Vicroads Certificate] # 78136497 - 78136497162402 '25/0595-Fung'



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

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

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 2311

Date of Issue: 18 September 2025

Applicant's Reference: 78136497-016-0:82888

This Certificate provides information regarding valuation, rates, charges, fire services property levy, other moneys owing and any orders and notices made under the *Local Government Act 1958*, the *Local Government Act 1989*, the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025* or under a local law or by-law of the Council.

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

Assessment Number:	10046561	Check Digit:	6
Property Description:	Lot 302 PS 646781P		
Property Address:	302/2 Queen Street, BLACKBURN VIC 3130		

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 1 January 2025 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2025.

Site Value:	\$65,000
Capital Improved Value:	\$355,000
Net Annual Value:	\$17,750

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2026

DECLARED BY COUNCIL 16 JUNE 2025

EMERGENCY SERVICES AND VOLUNTEER FUND (ESVF) RAISED FOR THE PERIOD 1 JULY 2025 TO 30 JUNE 2026

General Rates	505.80
ESVF Fixed Charge	136.00
ESVF Variable Rate	61.40
Waste Service Charges	82.00
TOTAL CURRENT LEVIED	\$785.20

OTHER CHARGES

Arrears	17.60
Interest	0.30
Legal Costs	0.00
Other Charges	0.00
TOTAL	\$17.90

TOTAL AMOUNT OUTSTANDING **\$803.10**

For Waste Service charge details, please see page 3
FOR PAYMENT INFORMATION SEE BACK PAGE BELOW SIGNATURE

NOTE:

Section 175 Local Government Act 1989 and Section 32 Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025

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

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

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

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

In all other cases, the person who becomes the owner of rateable or leviable land must pay any amount due by the date it was due to have been paid by the previous owner of the land; or if that date has already passed, immediately after the person becomes the owner of the land (in the case of rates and charges under the *Local Government Act 1989*), or within 14 days from the date the person becomes the owner of the land (in the case of levies under the *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025*.)

For the 2025/2026 rating year, due dates for instalments are 30 September 2025, 30 November 2025, 28 February 2026 and 31 May 2026. Due date for lump sum payment is 15 February 2026.

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

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

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

Additional information

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

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

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

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

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

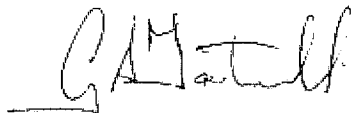
This Certificate is valid for 120 days from the date of issue. Council may be prepared to provide up to date verbal information to the applicant about matters disclosed in this Certificate. No liability will be accepted for verbal updates given or for any changes that occur after the issue date.

BIN SERVICES AT PROPERTY (Please note: if there are multiple bins of the same type and size, they will list separately below):

For further information on the items that the waste service charges can comprise of, please see:
<https://www.whitehorse.vic.gov.au/waste-environment/rubbish-recycling/bin-services/waste-service-charge>

COMMENTS:

Authorised Officer:



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

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0100465616
- On Council's website at: <http://www.whitehorse.vic.gov.au/Online-Payment.html>

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

17th September 2025

Connie Costanzo C/- GXS
LANDATA

Dear Connie Costanzo C/- GXS,

RE: Application for Water Information Statement

Property Address:	302/2 QUEEN STREET BLACKBURN 3130
Applicant	Connie Costanzo C/- GXS LANDATA
Information Statement	30974004
Conveyancing Account Number	7959580000
Your Reference	25/0595-Fung

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

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

If you have any questions about Yarra Valley Water information provided, please phone us on **1300 304 688** or email us at the address propertyflow@yvw.com.au. For further information you can also refer to the Yarra Valley Water website at www.yvw.com.au.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Lisa Anelli".

Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	302/2 QUEEN STREET BLACKBURN 3130
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Consent has been previously given to an owner of the property to erect a structure over the sewer and/or easement. This consent binds the owner(s) of the land and successors in title.

Existing sewer mains will be shown on the Asset Plan.

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

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



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Melbourne Water Property Information Statement

Property Address	302/2 QUEEN STREET BLACKBURN 3130
------------------	-----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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



**Yarra Valley Water
Information Statement
Number: 30974004**

Address	302/2 QUEEN STREET BLACKBURN 3130
Date	17/09/2025
Scale	1:1000



Existing Title		Access Point Number	GLV2-42	MW Drainage Channel Centreline	
Proposed Title		Sewer Manhole		MW Drainage Underground Centreline	
Easement		Sewer Pipe Flow		MW Drainage Manhole	
Existing Sewer		Sewer Offset		MW Drainage Natural Waterway	
Abandoned Sewer		Sewer Branch			

Disclaimer: This information is supplied on the basis Yarra Valley Water Ltd:
 - Does not warrant the accuracy or completeness of the information supplied, including, without limitation, the location of Water and Sewer Assets;
 - Does not accept any liability for loss or damage of any nature, suffered or incurred by the recipient or any other persons relying on this information;
 - Recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly;



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

Connie Costanzo C/- GXS
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7867986706
Rate Certificate No: 30974004

Date of Issue: 17/09/2025
Your Ref: 25/0595-Fung

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
APT 302/2 QUEEN ST, BLACKBURN VIC 3130	302\PS646781	5050233	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-07-2025 to 30-09-2025	\$21.26	\$0.00
Residential Water and Sewer Usage Charge <i>Step 1 – 1.000000kL x \$3.57240000 = \$3.57</i> Estimated Average Daily Usage \$0.26	02-07-2025 to 16-07-2025	\$3.57	\$0.00
Residential Sewer Service Charge	01-07-2025 to 30-09-2025	\$122.58	\$0.00
Parks Fee	01-07-2025 to 30-09-2025	\$22.63	\$0.00
Drainage Fee	01-07-2025 to 30-09-2025	\$31.51	\$0.00
Other Charges:			
Interest	No interest applicable at this time		
	No further charges applicable to this property		
Balance Brought Forward			\$0.00
Total for This Property			\$0.00

GENERAL MANAGER
RETAIL SERVICES

Note:

1. From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at

settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.

6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.

7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.

8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.

9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.

10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.

11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.

12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.



YARRA VALLEY WATER
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

F (03) 9872 1353

E enquiry@yvw.com.au
yvw.com.au

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

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

Property No: 5050233

Address: APT 302/2 QUEEN ST, BLACKBURN VIC 3130

Water Information Statement Number: 30974004

HOW TO PAY



Bill Code: 314567
Ref: 78679867064

Amount
Paid

Date
Paid

Receipt
Number



Yarra Valley Water Ltd
ABN 93 066 902 501

Lucknow Street
Mitcham Victoria 3132

Private Bag 1
Mitcham Victoria 3132

DX 13204

Facsimile (03) 9872 2500

Email: enquiry@yvw.com.au

Date: 30 March 2012

JAMES VERCOULEN
ADP CONSULTING PTY LTD
10 QUEENS RD
MELBOURNE VIC 3004

Reference Number: 3-292771
Installation Number: 16619430

BUILD OVER EASEMENT / ASSET CONDITIONS

Applicant Name: JAMES VERCOULEN
Property Address: 2-4 QUEEN STREET BLACKBURN 48 APARTMENTS

Thank you for your recent Build Over Easement/Asset application.

I am pleased to provide you with advice for your proposal. The following pages contain conditions in response to your application.

An invoice for any outstanding fees will be forwarded to you shortly.

Should you have any queries please contact me either by phone or email as indicated below.

A handwritten signature in black ink, appearing to read 'Emilia Imosa'.

Emilia Imosa
Title: Development Officer
Phone: 9872 2559
Email: eimosa@yvw.com.au

Thank you for your application of 16/02/2012 to construct an apartment building in close proximity to the sewer and a paving over the sewer/easement at the above property.

I am pleased to advise that, so far as Yarra Valley Water's rights are concerned, there is no objection to the proposal, subject to the following conditions:

The work must be carried out in accordance with the attached registered plan.

Any structural members, footings and piers located adjacent or parallel to the sewer must have a minimum 600mm horizontal clearance from the sewer.

Footings must be founded a minimum 200mm below a line drawn at 45 degrees from the invert of the sewer pipe.

Any structural members and/or footings must have a minimum 600mm horizontal clearance to the new property sewer branch.

The existing sewer branches must be cut and sealed.

The licensed plumber will be responsible to record all changes to the sewer branches on the Property Sewerage Plan.

Failure to forward this information to Yarra Valley Water will void this consent to build the above structure(s).

The owner will be responsible for the cost of repairing any damage caused to the sewer as a result of the above structure(s) being located over or in close proximity to the sewer.

Yarra Valley Water reserves the right for its employees or contractors to enter the property for the purpose of maintenance, repair or replacement of its sewer.

Yarra Valley Water will not be responsible for any damage caused to the above structure(s) as a result of it being located over or in close proximity to the sewer or as a result of any maintenance, repair or replacement works carried out by Yarra Valley Water, its employees or contractors.

Yarra Valley Water will not re-instate or repair the above structure(s) if damaged.

Please note that our consent to your proposal does not affect the rights of any other parties over the area in question.

A plan showing the sewer layout is included for your information.

Please note that a separate build over has been issued for the Ground Anchors , our ref 4-365078

Property Clearance Certificate
Land Tax



CONNIE COSTANZO
Your Reference: LD:78136497-012-2.25/0595-F
Certificate No: 93288681
Issue Date: 17 SEP 2025
Enquiries: ESYSPROD

Land Address: APARTMENT 302, 2 QUEEN STREET BLACKBURN VIC 3130

Table with 6 columns: Land Id, Lot, Plan, Volume, Folio, Tax Payable. Row 1: 40724329, 302, 646781, 11437, 324, \$323.54

Vendor: YIM FUNG & JOSEPH FUNG
Purchaser: TBA TBA

Table with 6 columns: Current Land Tax, Year Taxable Value (SV), Proportional Tax, Penalty/Interest, Total. Row 1: MR JOSEPH HOI-TONG FUNG, 2025, \$68,000, \$500.00, \$0.00, \$323.54

Comments: Land Tax of \$500.00 has been assessed for 2025, an amount of \$176.46 has been paid. Land Tax will be payable but is not yet due - please see notes on reverse.

Table with 5 columns: Current Vacant Residential Land Tax, Year Taxable Value (CIV), Tax Liability, Penalty/Interest, Total

Comments:

Table with 5 columns: 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

Table with 2 columns: Description, Amount. Rows: CAPITAL IMPROVED VALUE (CIV): \$390,000; SITE VALUE (SV): \$68,000; CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$323.54

Notes to Certificate - Land Tax

Certificate No: 93288681

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = \$500.00

Taxable Value = \$68,000

Calculated as \$500 plus (\$68,000 - \$50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$3,900.00

Taxable Value = \$390,000

Calculated as \$390,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 93288681

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: 93288681

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



CONNIE COSTANZO

Your Reference: LD:78136497-012-2.25/0595-Fung
Certificate No: 93288681
Issue Date: 17 SEP 2025
Enquires: ESYSPROD

Land Address: APARTMENT 302, 2 QUEEN STREET BLACKBURN VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
40724329	302	646781	11437	324	\$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
125.3	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.

A handwritten signature in black ink, appearing to read "Paul Broderick".

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$390,000
SITE VALUE:	\$68,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93288681

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



CONNIE COSTANZO

Your LD:78136497-012-2.25/0595-
Reference: FUNG
Certificate No: 93288681
Issue Date: 17 SEP 2025

Land Address: APARTMENT 302, 2 QUEEN STREET BLACKBURN VIC 3130

Lot	Plan	Volume	Folio
302	646781	11437	324

Vendor: YIM FUNG & JOSEPH FUNG

Purchaser: TBA TBA

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: 93288681

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: 93288686 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: 93288686 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.
--	---	--



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

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

Date of Issue: 18 September 2025
Applicant Reference: 78136497-018-4:82889

BUILDING OR LAND INFORMATION
Pursuant to Regulation 51 (1) of the Building Regulations 2018

Property Description: Lot 302 PS 646781P
Property Address: 302/2 Queen Street, BLACKBURN VIC 3130

We refer to your request for building permit particulars regarding the above property and advise of details of any building permit or certificate of final inspection issued in the preceding ten years:

Reference Numbers	Council Reference - 62/2023 BAMS - 3081709773715 Building Surveyor Reference - CBSU58176/3081709773715
Type of Works	Rectification of Combustible Cladding
Building Permit Details	Building Permit Issued - 14-Apr-2023 Certificate of Final Inspection Issued - 21-Dec-2023 Certificate of Final Inspection Issued - 19-Dec-2023
Building Surveyor Details	Glenn Clemente PLP Building Surveyors & Consultants Pty Ltd Level 5, 136 Exhibition Street, MELBOURNE VIC 3000 Phone: 9650 7999

There are no outstanding notices or orders pursuant to Building Act 1993 regarding this property.

Issued by Whitehorse City Council Building Department – Ph: 9262 6421

Important Information

The details listed on this certificate are consistent with the property address as stated on the application. Should the property historically be known as a different address then such information may not be included in this certificate.

This certificate does not detail amendment or variation dates to Building Permits.

Details of partial Occupancy Permits or partial Certificates of Final Inspection may vary from dates shown on this certificate.

Despite whether a Building Permit is required or not, there is an obligation for all building works to be structurally sound and comply with the siting regulations. Consequently there may be building work on the property that Council has no record or knowledge of.



Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

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

SAFETY OF EXISTING SWIMMING POOLS

All existing swimming pools and spas are required to comply with the minimum standards of the Building Regulations 2018.

Any person who takes possession of a property without safety barriers for a spa or swimming pool is immediately responsible for compliance with the law and liable to prosecution.

Swimming pools must be registered with Council under the Building Regulations, please register swimming pools online at www.whitehorse.vic.gov.au/pools-and-spas

SMOKE ALARMS

Owners or purchasers of residential properties are to ensure that smoke alarms exist or are required to install smoke alarms, in accordance with the Building Regulations 2018.



Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

ABN: 39549568822

Thursday, 25 February 2021

Our Reference: 80/2021/GEN
Enquiries: Jeff Fletcher
Email: customer.service@whitehorse.vic.gov.au

Owners Corporation 1 Plan No. PS646781P
Strataprime Pty Ltd
101 Rathdowne Street
CARLTON VIC 3053

Dear Sir/Madam,

Property: 2 Queen Street, BLACKBURN VIC 3130

Further to an inspection conducted at the above address on the 19 February 2021 it was found that additional exit signage is required to be installed within the building to provide an alternative means of egress from the building during an emergency situation.

A Building Order for Minor Work is attached detailing items which must be satisfactorily addressed and submitted to Council in order to allow for the cancellation of the Building Order. Action by yourself must be undertaken within specified timeframe of the date of service of this Building Order.

Any representations in response to the issuing of this document must be made by the owner. Should you choose to engage the services of specialist contractors and professionals to assist you in addressing the matters raised; their communication must be provided through you to consider their communication. You need to then decide if this communication is appropriate and related to the matters raised, and whether you agree with the submission made, before forwarding it to this office for consideration.

A reinspection of the above property will occur on

The morning of Friday, 9 April 2021

Please enable access to the property at this time.

If you wish to meet with an officer to discuss this matter, please call first to arrange a convenient meeting time, as officers are only available by appointment.

Yours faithfully

Jeff Fletcher
Senior Building Control Officer
Planning and Building Department

CC: OC Manager - admin@ocvmgroup.com.au
Victorian Building Authority - ecag@vba.vic.gov.au



Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

ABN: 39549568822

FORM 14
Regulation 182(3)
BUILDING ACT 1993
BUILDING REGULATIONS 2018
BUILDING ORDER - MINOR WORK – REF 80/2021/GEN

TO: Owners Corporation 1 Plan No. PS646781P
Strataprime Pty Ltd
101 Rathdowne Street
CARLTON VIC 3053

FROM I am the Municipal Building Surveyor of the City of Whitehorse.

I am authorised by Section 113 of the **Building Act 1993** to make this Building Order.

LOCATION OF THE BUILDING/LAND TO WHICH THIS ORDER APPLIES:

2 Queen Street, BLACKBURN VIC 3130 – Common Property PS 646781P

ORDER:

I, being the Municipal Building Surveyor, order that:

By **8.00 am on 9 April 2021**, the owner of the building/land at 2 Queen Street, BLACKBURN **MUST** carry out the following protection work.

1. Install a dual sided, dual direction pictogram, exit sign in the ground floor lobby between the lift and the fire isolated stairs to direct the occupants to either the front exit door or the rear exit door, as indicated on sketch SK1 attached, in accordance with Clause E4.6 of the Building Code of Australia 2019 and Australian Standard 2293; and provide a copy of the certificate of electrical safety for these works to the satisfaction of the Municipal Building Surveyor; and
2. Install a pictogram exit sign above the exit door on the ground floor, as indicated on sketch SK1 attached, in accordance with Clause E4.5 of the Building Code of Australia 2019 and Australian Standard 2293; and provide a copy of the certificate of electrical safety for these works to the satisfaction of the Municipal Building Surveyor; and
3. Undertake works to ensure the gate in the fence on the northern boundary is fitting with door furniture that is single lever and down ward actioning, so that occupants of the courtyard can operate this gate without the use of a key to seek egress to the laneway to the north, in accordance with Clause D2.21 of the Building Code of Australia 2019, and to the satisfaction of the Municipal Building Surveyor

INSPECTION DETAILS:

The date and time of an inspection of the building/land relied on by me as the Municipal Building Surveyor for the purpose of making this order, and the name and qualifications of the person or persons who conducted the inspection, are:

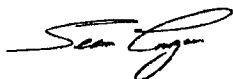
19 February 2021 at 9:00 AM by Jeff Fletcher IN-U 46349, Building Inspector.

REASON(S) WHY THIS ORDER WAS MADE:

In accordance with section 113 of the **Building Act 1993**, I am of the opinion that the work required by this order is of a minor nature.

1. The protection work is required due to -
 - 1.1. An alternative means of egress from this building is available to the building occupants to road or open space via the rear court yard on the ground floor, however the this egress route is not signed as per Australian Standard 2293;

BUILDING ORDER MADE BY:



**SEAN GROGAN BS-U 1565
Municipal Building Surveyor
City of Whitehorse**

**If you wish to discuss this matter further
please contact the officer as stated on the
covering letter.**

DATED: 25 February 2021

NOTES:

1. **Duration of Order**
Pursuant to Section 117 of the *Building Act 1993* (Vic) ('the Act'), a building order remains in force, and if amended remains in force as amended, until it is complied with or it is cancelled by the Municipal Building Surveyor or the Building Appeals Board.
2. **Amendment or Cancellation of Order**
Pursuant to Section 116 of the Act, if there is a change in circumstances after the service of a building order, the owner may request the Municipal Building Surveyor to amend or cancel the order.
3. **Penalty for Failure to Comply**
Pursuant to Section 118(1) of the Act, a person to whom a building order is directed must comply with that order [penalty: 500 penalty units in the case of a natural person and 2500 penalty units in the case of a body corporate].
4. **Appeals to the Building Appeals Board**
Pursuant Section 142(2) of the Act an owner of a building or land, may appeal to the Building Appeals Board against a decision to serve an order and, failure within a reasonable time, or refusal, to cancel an order. In accordance with Section 146 of the Act and Regulation 271 of the Building Regulations 2018 (Vic) the prescribed appeal period is thirty (30) days from the date of service of this order. Application forms and advice on appeals can be gained from the Building Appeals Board on telephone number 1300 421 082.
5. **Subsequent Owners of the Land**
Pursuant to Section 236 of the Act, this building order is binding on every subsequent owner or occupier of the land.
6. **Completion of Work Required by Building Order**
Pursuant to Section 120(1) of the Act on completion of the work required to be carried out by this order the owner must notify the Municipal Building Surveyor in writing without delay. [penalty: 50 penalty units].
7. **Court Injunctions**
Pursuant to Section 234E of the Act, the Municipal Building Surveyor may bring proceedings in any court of competent jurisdiction for an Injunction under this section in the event of a breach, or threatened or apprehended breach, of this Act or the Regulations or a Notice, Permit, Order or Determination issued or made under this Act (including a Notice or Order or Determination of the Building Appeals Board).
8. **Work Carried out by Municipal Building Surveyor**
Pursuant to Section 121 of the Act, if an owner fails to carry out work as required by a Building Order made by a Municipal Building Surveyor, the Municipal Building Surveyor may cause that work to be carried out.
9. **Recovery of Costs for Work Carried out by Municipal Building Surveyor**
Pursuant to Section 123 of the Act, if a Municipal Building Surveyor carries out any work or takes any action under this Division, the relevant Council may recover the costs of carrying out the work or taking the action from the owner in a court of competent jurisdiction as a debt due to the Council.

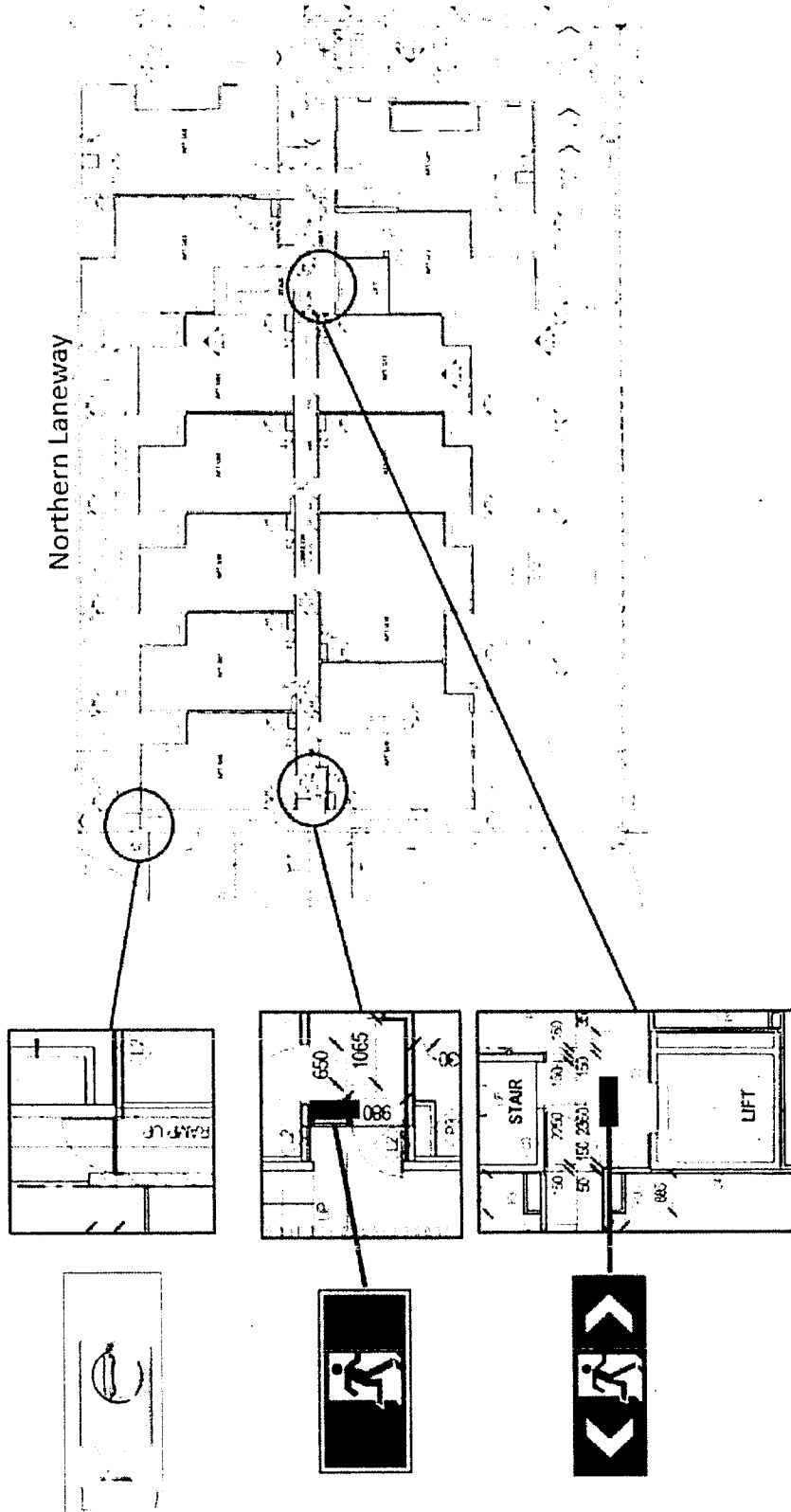
Note: 1 penalty unit = \$165.22 (as at 1 July 2020)

Sketch SK1

Queen Street

2 Queen Street Blackburn

Northern Laneway





Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450

ABN: 39549568822

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Thursday, March 11, 2021

Our Reference: 90/2021/FIRE
Enquiries: Jeff Fletcher
Email: customer.service@whitehorse.vic.gov.au

Occupier/Owner
2 Queen Street,
BLACKBURN VIC 3130

Dear Sir/Madam

Address: 2 Queen Street, BLACKBURN VIC 3130

The Victorian Building Authority (VBA) has been tasked with auditing buildings for the potential use of non combustibile cladding throughout Victoria.

Recently, the VBA audited your building, and made a recommendation for some safety improvements to ensure the occupation of the building remains safe for you.

As a result, today Council issued a document called an Emergency Order, requiring some safety improvements be undertaken, which will require the installation of some additional smoke alarms within your apartment. This document has been issued to your Owners Corporation.

It is requested that you have conversations with your owner's corporation manager, to arrange a suitable time to enable these works to be completed.

In addition to this, the VBA would like us to request that you remove all combustibile items and items with an ignition source (such as barbeques or patio heaters) from your balconies. Attached is a fact sheet from the VBA to better explain this.

Please ensure all smoke alarms provided to your apartment are working at all times, and remember that these smoke alarms have been provided for your safety.

If you have any queries around these works, please contact your OC manager who is coordinating the works:

StrataPrime
Ph: (03) 9417 9600
e-mail: admin@ocvmgroup.com.au
web: <https://www.ocvmgroup.com.au/Our-Brands/StrataPrime.aspx>

Yours faithfully

Jeff Fletcher
Senior Building Control Officer
Planning and Building Department



Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

ABN: 39549568822

Thursday, March 11 2021

Our Reference: 90/2021/FIRE

Enquiries: Jeff Fletcher

Email: customer.service@whitehorse.vic.gov.au

Owners Corporation 1 Plan No. PS646781P
Strataprime Pty Ltd
101 Rathdowne Street
CARLTON VIC 3053

Dear Sir/Madam,

Property: 2 Queen Street, BLACKBURN VIC 3130

The Victorian Building Authority has been tasked with auditing buildings for the potential use of non combustible cladding throughout Victoria.

As a result the building at the above address was inspected on 19 February 2021, by an authorised person of the Victorian Building Authority ('VBA'); with the observations of this inspection being assessed by an Advisory Reference Panel convened by the VBA on 10 March 2020; in which council was notified late the same day.

The advisory reference panel of the VBA has recommended to Council, that an Emergency Order be issued with respect to combustible cladding installed on the building, requiring immediate safety actions be taken, to allow the building to continue to be occupied.

Please find attached this Emergency Order detailing items identified by the VBA which must be satisfactorily addressed and submitted to Council within the required timeframe in order to allow for the cancellation of the Emergency Order.

Should you wish to obtain a copy of the audit report undertaken by the VBA, please contact them at ecag@vba.vic.gov.au

A reinspection of the above property will occur on

The morning of Friday, 9 April 2021

Please enable access to the property at this time.

If you wish to meet with an officer to discuss this matter, please call first to arrange a convenient meeting time, as officers are only available by appointment.

Yours faithfully

Jeff Fletcher
Senior Building Control Officer
Planning and Building Department

CC:
OC Manager - admin@ocvmgroup.com.au
Victorian Building Authority -
ecag@vba.vic.gov.au



Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450

ABN: 39549568822

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

FORM 10
Regulation 178
Building Act 1993
Building Regulations 2018
EMERGENCY ORDER – REF: 90/2021/FIRE

TO: Owners Corporation 1 Plan No. PS646781P
Strataprime Pty Ltd
101 Rathdowne Street
CARLTON VIC 3053

FROM I am the Municipal Building Surveyor of the City of Whitehorse.

The Municipal Building Surveyor is authorised to cause an Emergency Order to be served on the owner of the building/land to which this order applies under Division 1 of Part 8 of the **Building Act 1993**.

LOCATION OF THE BUILDING/LAND TO WHICH THIS ORDER APPLIES:

2 Queen Street, BLACKBURN VIC 3130 – Common Property & All Lots on PS 646781P

ORDER:

I, being the Municipal Building Surveyor, order that:

1. By **8.00 am on 9 April 2021**, the owner/occupier of 2 Queen Street, BLACKBURN VIC 3130 (Common Property & All Lots on PS 646781P) must carry out the following building work or other work to make the building/land safe:

- 1.1. Install battery operated smoke alarms complying with Australian Standard 3786, to the ceilings of all rooms with sliding doors and windows, a minimum of 300mm away from the wall and ceiling intersect/corner and no greater than 500mm away; and provide photographic evidence of the installations for each apartment, and a Statutory Declaration advising that working smoke alarms have been installed exactly as per the plan attached, denoted as Sketch SK1 to the satisfaction of the Municipal Building Surveyor.

OR

2. By **8.00 am on 9 April 2021**, the owner/occupier of 2 Queen Street, BLACKBURN VIC 3130 (Common Property & All Lots on PS 646781P) must evacuate the building/land.

Note: If you intend on vacating these apartments, written correspondence and a statutory declaration that the apartment will not be occupied without the prior consent of the Municipal Building Surveyor must be provided.

INSPECTION DETAILS:

The date and time of an inspection of the building/land relied on by me as the Municipal Building Surveyor for the purpose of making this order, and the name and qualifications of the person or persons who conducted the inspection, are:

Thursday, 11 March 2021 at 11:40 AM by Jeff Fletcher IN-U 46349 Building Inspector.



Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450

ABN: 39549568822

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

REASON(S) WHY THIS EMERGENCY ORDER WAS MADE:

In accordance with section 102 of the **Building Act 1993**, I am of the opinion that this order is necessary because of a—

1. Danger to life arising out of the condition of the building/land:
 - 1.1. Combustible cladding has been installed on the building's façade, that is not non-combustible and does not comply with Clause C1.9 of the Building Code of Australia; and
2. Danger to life arising out of the use of the building/land:
 - 2.1. Combustible cladding has been installed on the building's façade, that is not non-combustible and does not comply with Clause C1.9 of the Building Code of Australia;

EMERGENCY ORDER MADE AND SERVED BY:

SEAN GROGAN BS-U 1565
Municipal Building Surveyor
City of Whitehorse

DATED: 11 March 2021

If you wish to discuss this matter further please contact the officer as stated on the covering letter.

NOTES:

1. **Duration of an Emergency Order**
Subject to Section 103(2) of the *Building Act 1993* ('the Act'), an emergency order remains in force until it is complied with or it is cancelled by the Municipal Building Surveyor under Section 105 of the Act or the Building Appeals Board under Section 142 of the Act.
2. **Cancellation of an Emergency Order**
The Municipal Building Surveyor may cancel an Emergency Order by written notice given to the owner and to the occupier of the building, land or place of public entertainment concerned if the Order was made in error or the circumstances giving rise to the making of the Order have changed (Section 105).
3. **Penalty for failure to comply**
Pursuant to Section 118(1) of the Act, a person to whom an emergency order is directed must comply with that order [penalty: 500 penalty units in the case of a natural person and 2500 penalty units in the case of a body corporate].
4. **Appeals to the Building Appeals Board**
Under Section 142(3) of the Act, an owner and/or occupier of a building or land may appeal to the Building Appeals Board against a refusal of the Municipal Building Surveyor to cancel an Emergency Order under Division 1 of Part 8 applying to that building or land, or, a failure, within a reasonable time, to cancel that Order. In accordance with Section 146 of the Act and Regulation 271 of the Building Regulations 2018 (Vic) the prescribed appeal period is 30 days from the date of this Order. Application forms and advice on appeals can be gained from the Building Appeals Board on telephone number 1300 421 082.
5. **Subsequent Owners of the Land**
Pursuant to Section 236 of the Act, this Emergency Order is binding on every subsequent owner of the land.
6. **Completion of Work**
Pursuant to Section 120 of the Act, the owner must notify the Municipal Building Surveyor in writing, without delay, on completion of the work required to be carried out by an Emergency Order. [penalty: 50 penalty units].
7. **Court Injunctions**
Pursuant to Section 234E of the Act, the Municipal Building Surveyor may bring proceedings in any court of competent jurisdiction for an Injunction under this section in the event of a breach, or threatened or apprehended breach, of this Act or the Regulations or a Notice, Permit, Order or Determination issued or made under this Act (including a Notice or Order or Determination of the Building Appeals Board).



Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450

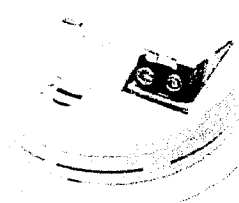
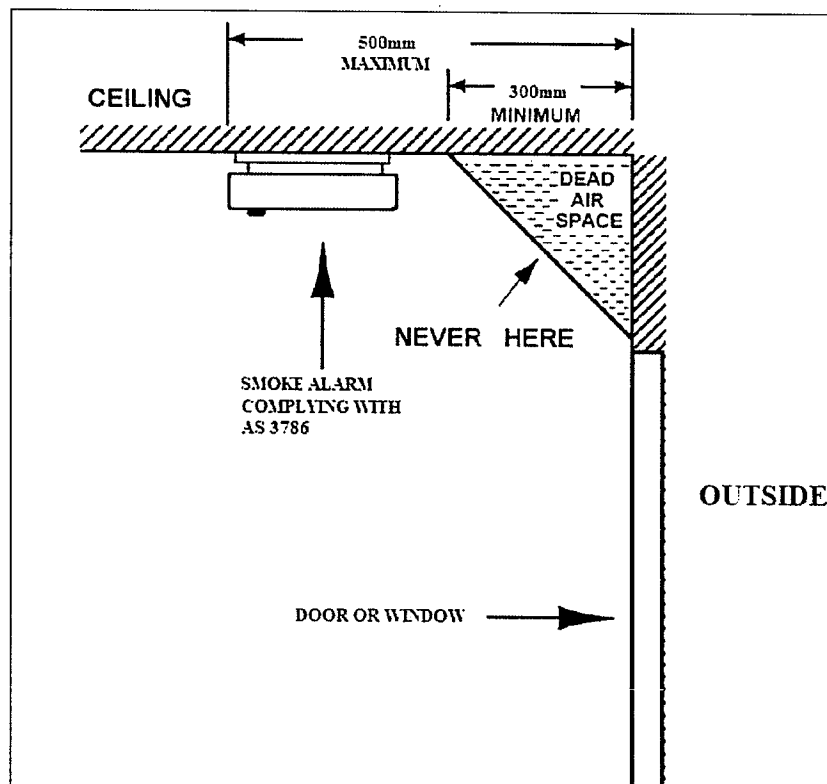
ABN: 39549568822

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

8. **Work Carried out by Municipal Building Surveyor**
Pursuant to Section 121 of the Act, if an owner fails to carry out work as required by an Emergency Order made by a Municipal Building Surveyor, the Municipal Building Surveyor may cause that work to be carried out.
9. **Recovery of Costs for Work Carried out by Municipal Building Surveyor**
Pursuant to Section 123 of the Act, if a Municipal Building Surveyor carries out any work or takes any action under this Division, the relevant Council may recover the costs of carrying out the work or taking the action from the owner in a court of competent jurisdiction as a debt due to the Council.

Note: 1 penalty unit = \$165.22 (as at 1 July 2020)

SMOKE ALARM INSTALLATION DETAIL





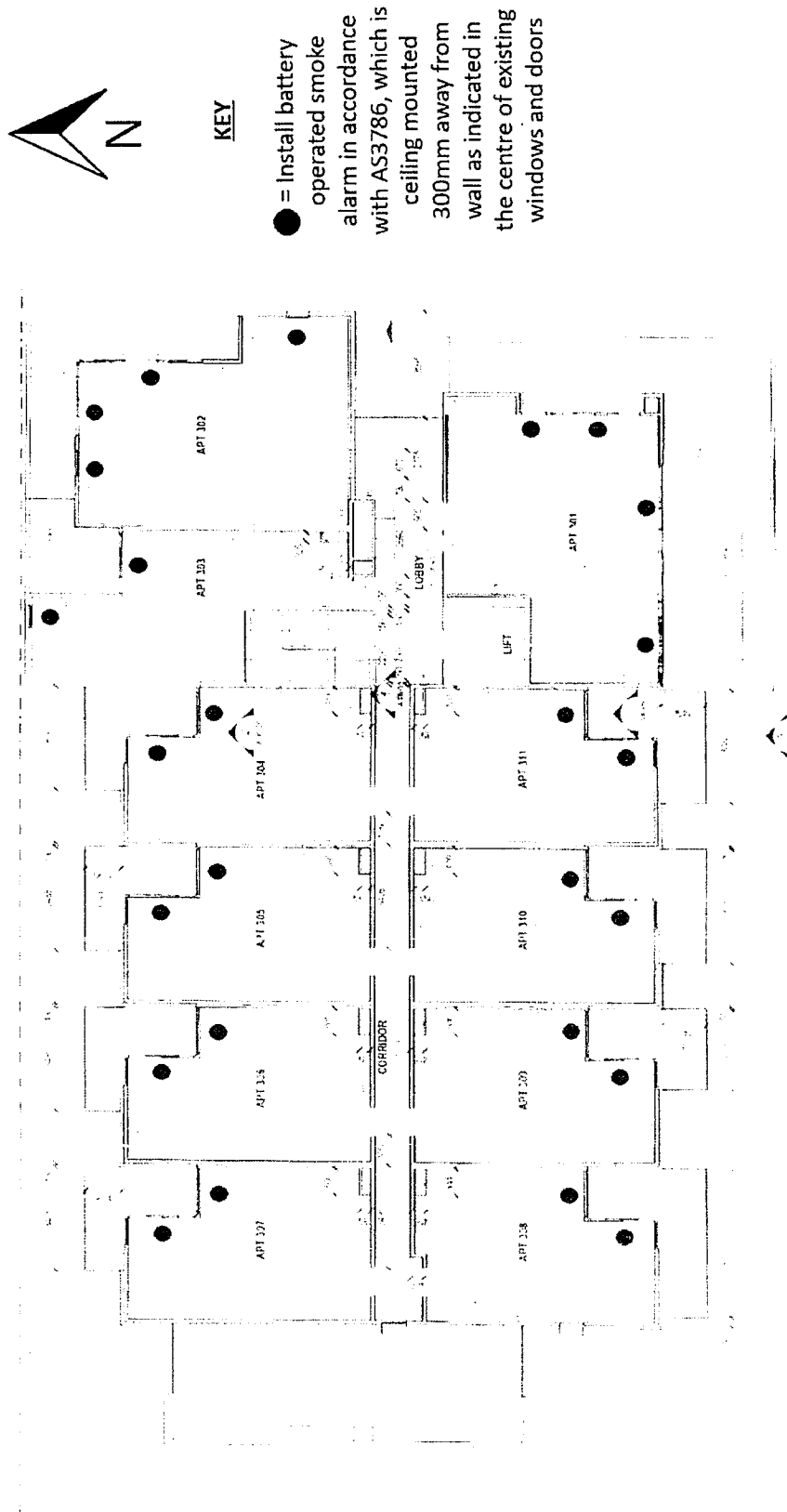
Whitehorse City Council
379-397 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

Telephone: (03) 9262 6333
Fax: (03) 9262 6490
NRS: 133 677
TIS: 131 450

ABN: 39549568822

customer.service@whitehorse.vic.gov.au
www.whitehorse.vic.gov.au

Level 3 – 2 Queen Street Blackburn





Collingwood Suite 208, 23-25 Gipps St, Collingwood 3066
Seaford Unit 6, 85 Bardia Avenue, Seaford 3198
Vermont South 495 Burwood Highway, Vermont South 3133
Gippsland PO Box 429, Bairnsdale 3875

Email admin@ocvmgroup.com.au Phone (03) 9417 9600
ocvmgroup.com.au

18/11/2022

Joseph & Yim Fung
~~PO BOX 2066~~
~~BOX HILL NORTH VIC 3129~~

BUILDING ORDER – CLADDING
SGM - ATTENDANCE REQUIRED @ 12 PM on 22/11/2022
OCPS: 646781P – 2 Queen Street, Blackburn

We write on behalf of Owners Corporation 646781P, situated at 2 Queen Street, Blackburn further to the Notice of Special General Meeting you should have now received.

It is strongly recommended that all Owners make themselves available to attend this meeting and any Owners who are not able to attend are encouraged to submit a proxy to attend and vote on their behalf. A blank proxy form is attached to this correspondence to assist.

Ahead of this meeting, we write to provide notification that City of Whitehorse have upgraded the existing Building Notice for Combustible Cladding to a Building Order. A copy of correspondence from City of Whitehorse is attached to this letter and Owners are encouraged to familiarise themselves with the contents ahead of the meeting. City of Whitehorse advise:

"Council is aware that you have requested a further extension of time in relation to this matter, received on 31 October 2022. To date, Council has granted 7 extensions of time in relation to this matter, in various forms, however to date Council has yet to receive a project timeline and action plan detailing what actions are intended on being undertaken to address this matter, nor applications for Building Permit to replace the cladding installed to the building. Therefore as a result it would not be appropriate to grant a further extension of time in this instance. In saying this, the attached Building Order does provide a reasonable period of time to action this matter. If further extensions to this Building Order are required, we request that you provide a project timeline and action plan detailing what actions are intended on undertaking to address this matter for our consideration prior to the reinspection date nominated". City of Whitehorse have provided a reinspection date of Tuesday 14th March 2023.

Ultimately, in issuing a Building Order City of Whitehorse has compelled the Owners Corporation to commence works, or provide a project timeline and action plan, by March 2023 in order for continual safe habitation of the Building to occur and/or otherwise face penalties for failing to comply. Unfortunately, this Order is irrespective of the status of the Owners Corporation's ongoing legal claim.

It is important to note at this time that Cladding Safety Victoria (CSV) are funded via the Victorian State Government through the State Budget and as such funds are finite. CSV have confirmed that Marardon (the recommended builder) can only hold their presented price until the end of November 2022, due to the continual rising cost of materials and supplies. Any variations incurred as a result of delays caused by the Owners Corporation can be on-charged to the Owners Corporation. Marrardon have indicated that the cost for works are likely to continue to increase if further delays occur for any reason.

Whilst CSV have indicated cladding works could proceed without defect remediation, this could lead to there being nil warranties applicable for the cladding works, and therefore further costs for the Owners Corporation if damage is sustained to the new cladding as a result of ongoing and unresolved defects.

Within their current agreement, CSV have agreed to fund approximately \$500,000.00 of site establishment costs. Should the Owners Corporation separate out these works, these costs will be payable by the Owners Corporation at a later date.





Collingwood Suite 208, 23-25 Gipps St, Collingwood 3066
Mornington G4, 315 Main Street, Mornington 3931
Vermont South 495 Burwood Highway, Vermont South 3133
Gippsland PO Box 429, Bairnsdale 3875

Email admin@ocvmgroup.com.au Phone (03) 9417 9600
ocvmgroup.com.au

As such, the motions put forward for consideration at the forthcoming meeting have therefore been devised in the best interests of ensuring the Owners Corporation remains safe and occupiable by remediating all matters in the most cost effective means possible.

We encourage any Owners with queries or concerns in relation to the motions to contact our office to discuss these further ahead of the meeting. Otherwise, we look forward to seeing you at this fundamental juncture for your Owners Corporation.

Yours faithfully,
StrataPrime Pty Ltd

Jasmin Bleeks
Strata Operations Manager
Mobile: 0408 592 978
Email: jasmin.bleeks@ocvmgroup.com.au

Josh Danne
General Manager - StrataLaunch
Mobile: 0428 969 886
Email: josh.danne@ocvmgroup.com.au

Bec Vidotto
Owners Corporation Manager
Mobile: 0436 311 055
Email: bec.vidotto@ocvmgroup.com.au





Whitehorse City Council
379–399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

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

Friday, 4 November 2022

Our Reference: 44/2021/CLAD
Enquiries: Jeff Fletcher
Email: customer.service@whitehorse.vic.gov.au

Owners Corporation 1 Plan No. PS646781P
Strataprime Pty Ltd
101 Rathdowne Street
CARLTON VIC 3053

Dear Sir / Madam

Property: 2 Queen Street, BLACKBURN VIC 3130

Further to an inspection conducted at the above address on the 18 October 2022 it was found that work remains outstanding as required by the Building Notice issued, therefore this notice has now been escalated to a Building Order.

The Building Order is attached detailing items which must be satisfactorily addressed and submitted to Council in order to allow for the cancellation of the Building Order. Action by yourself must be undertaken within the required time frame of the date of service of this Order.

As previously advised, the building at the above address was inspected on 19 February 2021, by an authorised person of the Victorian Building Authority ('VBA'); with the observations of this inspection being assessed by an Advisory Reference Panel convened by the VBA on 10 March 2020; in which council was notified late the same day.

The advisory reference panel of the VBA has recommended to Council, that a Building Notice is to be issued with respect to combustible cladding installed on the building being Aluminium Composite Panel ('ACP') and Expanded Polystyrene ('EPS'). This Notice was issued to you on 16 March 2021. To date, the ACP and EPS remains installed on the building, and no Building Permit has been applied for to replace this cladding material.

Should you wish to obtain a copy of the audit report undertaken by the VBA, please contact them at ecag@vba.vic.gov.au

Should you or your Building Surveyor form the opinion that the cladding installed to the building is compliant, then it is recommended that an application be made to the Building Appeals Board (BAB) for a determination pursuant to Section 160A of the Building Act 1993. Until this cladding is either removed from the building, a copy of the approved determination from the BAB in relation to the cladding installed to the building is received by this office, the works denoted in the attached Building Notice are required to be completed. If you are intending on making such an application to the BAB, please advise this office in writing, and provide a copy of your application as evidence. Application forms for a determination from the BAB pursuant to Section 160A are available at www.buildingappeals.vic.gov.au

It is acknowledged that you are working with Cladding Safety Victoria to assist you with the rectification works to the cladding installed to the building. It is requested that you continue to work with their office to assist you in resolving this matter.

Council is aware that you have requested a further extension of time in relation to this matter, received on 31 October 2022. To date, Council has granted 7 extensions of time in relation to this matter, in various forms, however to date Council has yet to receive a project timeline and action plan detailing what actions are intended on being undertaken to address this matter, nor applications for Building Permit to replace the cladding installed to the building.

Therefore as a result it would not be appropriate to grant a further extension of time in this instance. In saying this, the attached Building Order does provide a reasonable period of time to action this matter. If further extensions to this Building Order are required, we request that you provide a project timeline and action plan detailing what actions are intended on undertaking to address this matter for our consideration prior to the reinspection date nominated.

Any representations in response to the issuing of this document must be made by the owner. Should you choose to engage the services of specialist contractors and professionals to assist you in addressing the matters raised; their communication must be provided through you to consider their communication. You need to then decide if this communication is appropriate and related to the matters raised, and whether you agree with the submission made, before forwarding it to this office for consideration.

A reinspection of the above property will occur on

The morning of Tuesday, 14 March 2023

Please enable access to the property at this time.

If you have any enquiries or wish to discuss this matter, please do not hesitate to contact Building Enforcement on the above telephone number or email address.

Yours faithfully



Jeff Fletcher
Senior Building Control Officer
City Planning and Development

CC: OC Manager - admin@ocvmgroup.com.au
OC Manager - Jasmin Bleeks - Jasmin.Bleeks@ocvmgroup.com.au
VBA - ecag@vba.vic.gov.au

Att.



Whitehorse City Council
379-399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

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

**FORM 12
Regulation 182
Building Act 1993
Building Regulations 2018
BUILDING ORDER - REF: 44/2021/CLAD**

This Building Order is served under Section 111 of the **Building Act 1993**

TO: Owners Corporation 1 Plan No. PS646781P
Strataprime Pty Ltd
101 Rathdowne Street
CARLTON VIC 3053

FROM I am the Municipal Building Surveyor of the City of Whitehorse.

I am authorised to make a Building Order under section 111 of the Building Act 1993.

LOCATION OF THE BUILDING/LAND TO WHICH THIS NOTICE APPLIES:

2 Queen Street, BLACKBURN VIC 3130
CM PS 646781P

ORDER:

I, as the Municipal Building Surveyor, order that:

By **8.00 am on 14 March 2023**, the owner of 2 Queen Street, BLACKBURN **MUST** carry out the following work:

1. Remove all combustible cladding installed on the building's external façade, both the Aluminium Composite Panel ('ACP') and Expanded Polystyrene ('EPS');

NOTE: ANY REINSTATEMENT OF CLADDING WILL REQUIRE A BUILDING PERMIT TO FIRST BE OBTAINED FROM A BUILDING SURVEYOR BEFORE WORKS ARE UNDERTAKEN.

REASON(S) WHY THIS ORDER WAS MADE:

In accordance with section 111 of the **Building Act 1993**, I am of the opinion that the following circumstance(s) exist:

1. The following building work has been carried out on the building/land in contravention of the Building Act 1993:
 - 1.1. Combustible cladding, Aluminium Composite Panel ('ACP') and Expanded Polystyrene ('EPS'), has been installed on the building's external facade that is not non-combustible and does not comply with Clause C1.9, inter alia Specification C1.1 Clause 3.1 (b), of the Building Code of Australia.

DETAILS OF RELEVANT BUILDING NOTICE:

Date of service of building notice: 16 March 2021

Due date for making representations as specified in the Building Notice: 18 October 2022

A copy of the relevant Building Notice is **attached** to this Building Order.

At the date of making this order, the due date for the owner to make representations has now expired.

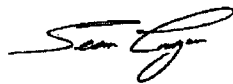
Representations were made by the owner. After considering these representations, I am of the opinion that, for the reasons set out in this order, the making of this Building Order is warranted.

INSPECTION DETAILS:

The date and time of any inspection relied on by myself as the Relevant Building Surveyor for the purpose of making this order, and the name and qualifications of the person or persons who conducted the inspection are—

18 October 2022 at 9:30 AM by Jeff Fletcher IN-U 46349, Building Inspector.

BUILDING ORDER MADE BY:



SEAN GROGAN BS-U 1565
Municipal Building Surveyor
Whitehorse City Council

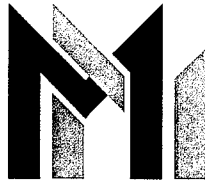
DATED: 04-Nov-2022

If you wish to discuss this matter further
please contact the officer as stated on the
covering letter.

NOTES:

1. **Duration of Order**
Pursuant to Section 117 of the *Building Act 1993* (Vic) ('the Act'), a building order remains in force, and if amended remains in force as amended, until it is complied with or it is cancelled by the Municipal Building Surveyor or the Building Appeals Board.
2. **Amendment or Cancellation of Order**
Pursuant to Section 116 of the Act, if there is a change in circumstances after the service of a building order, the owner may request the Municipal Building Surveyor to amend or cancel the order.
3. **Penalty for Failure to Comply**
Pursuant to Section 118(1) of the Act, a person to whom a building order is directed must comply with that order [penalty: 500 penalty units in the case of a natural person and 2500 penalty units in the case of a body corporate].
4. **Appeals to the Building Appeals Board**
Pursuant Section 142(2) of the Act an owner of a building or land, may appeal to the Building Appeals Board against a decision to serve an order and, failure within a reasonable time, or refusal, to cancel an order. In accordance with Section 146 of the Act and Regulation 271 of the Building Regulations 2018 (Vic) the prescribed appeal period is thirty (30) days from the date of service of this order. Application forms and advice on appeals can be gained from the Building Appeals Board on telephone number 1300 421 082.
5. **Subsequent Owners of the Land**
Pursuant to Section 236 of the Act, this building order is binding on every subsequent owner or occupier of the land.
6. **Completion of Work Required by Building Order**
Pursuant to Section 120(1) of the Act on completion of the work required to be carried out by this order the owner must notify the Municipal Building Surveyor in writing without delay. [penalty: 50 penalty units].
7. **Court Injunctions**
Pursuant to Section 234E of the Act, the Municipal Building Surveyor may bring proceedings in any court of competent jurisdiction for an Injunction under this section in the event of a breach, or threatened or apprehended breach, of this Act or the Regulations or a Notice, Permit, Order or Determination issued or made under this Act (including a Notice or Order or Determination of the Building Appeals Board).
8. **Work Carried out by Municipal Building Surveyor**
Pursuant to Section 121 of the Act, if an owner fails to carry out work as required by a Building Order made by a Municipal Building Surveyor, the Municipal Building Surveyor may cause that work to be carried out.
9. **Recovery of Costs for Work Carried out by Municipal Building Surveyor**
Pursuant to Section 123 of the Act, if a Municipal Building Surveyor carries out any work or takes any action under this Division, the relevant Council may recover the costs of carrying out the work or taking the action from the owner in a court of competent jurisdiction as a debt due to the Council.

Note: 1 penalty unit = \$181.74 (as at 1 July 2021)



MARRADON

PLP Building Surveyors & Consultants Pty Ltd
Level 5, 136 Exhibition Street,
Melbourne VIC 3000

14th November 2023

Att: Shaun Nelson

Re: Confirmation to Building Permit Conditions

Project: B661 – 2 Queen Street, Blackburn

Dear Shaun,

I Mark McDonald hereby confirm that the following building work of Cladding Rectification Works limited to Marradon Constructions detailed scope have been carried out:

- PowerPanel50 External Walls panels have been installed as per manufacturers' specifications referenced in the Codemark Certificate.
- MondoClad External Walls have been installed as per manufacturers' specifications referenced in the Codemark Certificate.
- Hardie Fine Texture Cladding have been installed as per manufacturers' specifications referenced in the Codemark Certificate.
- Bradford insulation and fireseal party wall sealer have been installed as per manufacturers' specifications referenced in the Codemark Certificate.
- All specified products included in building permit have been installed as per manufacturers' specifications.
- All products utilised on site are the same as those nominated in the approved building permit documentation.
- All conditions of the building permits have been satisfied.

Kind Regard,

Mark McDonald

Director

Marradon Constructions Pty Ltd

mark@marradon.com.au

Marradon Constructions Pty Ltd 1-3/49 Beach Street, Frankston VIC 3199 ABN 51 119 652 827 CDB-U 48102 CCB-L 61620

Phone 03 9005 9444 Email info@marradon.com.au www.marradon.com.au





CERTIFICATE OF FINAL INSPECTION

Project: Cladding rectification works; roof, balcony and basement plumbing; balcony, courtyard, main entry and planter box water proofing.

Property Details

Address:	2 Queen Street, BLACKBURN VIC 3130						
Lot/s:		LP/PS:	646781P	Volume:	11437	Folio:	339
Crown allotment:	83	Section:		Parish:	Nunawading	County:	
Municipal District:	Whitehorse City Council						

Building Permit Details

Building Permit Number: CBSU58176/3081709773715/0

Version of BCA Applicable to Building Permit: 2019.1

Description of Building Work

Building or Part of Building to which permit applies	Permitted Use	BCA Class
Building Facade	Apartment	2

Exemption from, or consent to partial compliance with, certain building requirements

The following exemption from, or a consent to partial compliance with, certain requirements of the Building Regulations 2018 was granted under regulation 233(3) of the Building Regulations 2018.

Part or whole of building or place of public entertainment or building work exempt from, or given consent to partial compliance with, requirements of the Building Regulations 2018	Nature and scope of exemption
Building Facade	To allow alternative methods of achieving energy efficiency compliance.

Performance Solution

A performance solution was used to determine compliance with the following Performance Requirements of the BCA that relate to the building to which this permit applies:

Relevant Performance Requirement	Details of performance solution
FP1.4	External Wall

Reporting authorities

The following bodies are reporting authorities for the purposes of the application for this permit in relation to the matters set out below:

Reporting Authority	Matter Reported on or Consented to	Relevant Regulation No.
City of Whitehorse	Demolition of facade	Section 29A
City of Whitehorse	Public Protection	116

Appendix A – Certificate of Final Inspection

Appendix B – Maintenance Determination

Maintenance Determination

A maintenance determination is required to be prepared in accordance with regulation 215 of the Building Regulations 2018.

Directions to Fix Building Work

All directions to fix building work under Part 4 of the **Building Act 1993** have been complied with.

Relevant Building Surveyor

Name:	PLP BUILDING SURVEYORS & CONSULTANTS PTY LTD
Address:	Level 5 136 Exhibition Street Melbourne VIC 3000
Email:	info@plpaust.com
Building Practitioner Registration No.:	CBS-U 58176

Designate Building Surveyor

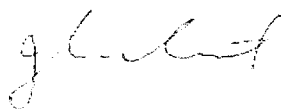
Name:	Glenn Clemente	Building Practitioner Registration No.:	BS-U24818
-------	----------------	--	-----------

Certificate No.: 08260

Date of Final Inspection: 19 Dec 2023

Date of Issue: 21 Dec 2023

Signature:



CERTIFICATE OF PRACTICAL COMPLETION

PROJECT: CSV – B661 2 Queen Street, Blackburn Vic 3130

PRINCIPAL: Owners Corporation on Plan No. PS 646781P

CONTRACTOR: Marradon Constructions Pty Ltd

DATE: 12th January 2024

In accordance with Clause 42.3 of the General Conditions of Contract between the Principal and the Contractor, the Principal's Representative certifies that Practical Completion of the Works as defined in the Contract Documents for **CSV – B661 2 Queen Street, Blackburn Vic 3130**, was achieved on **12th January 2024**.

The Superintendent hereby issues this Certificate of Practical Completion, noting the following:

Defects & Incomplete Works

The Superintendent confirms that the following items are incomplete at the issuing of this Certificate, and as agreed by the Contractor shall be completed by the date noted as follows:

Outstanding items	Date for completion
Not Applicable	Not Applicable

We note that any new defects identified within the next 12 months of Defects Liability Period (DLP) must be rectified by the Contractor.

Removal of the Building Notice

The Superintendent notes that the Municipal Building Surveyor has yet to issue written confirmation that the requirements of the Building Notice as set out in Item 2.3 and 10.1.3 of the PPR have been satisfied. The Superintendent therefore notes that if any issues, that these will be determined by the Superintendent and the defects rectified as required by the Contractor under the Defects Liability Period. The Contractor shall not be entitled to any further costs in relation to this.

Security

In accordance with Clause 5.8, and Clause 17 of the General Conditions of Contract, 50% of the Contractors' security will be released from the Principle to the Contractor.

The remaining 50% of the Contractors' security will be released at the end of the Defects Liability Period, in accordance with the General Conditions of the Contract.

Liquidated Damages

The Superintendent certifies that the Principal's entitlement to Liquidated Damages under Clause 35.6 does not apply to the Works which have reached Practical Completion.

Defects Liability Period

The Defects Liability Period commences as of **4:00pm** on **12th January 2024** and concludes at **4:00pm** on **12th January 2025**, in accordance with Clause 37 of the General Conditions of Contract. The Defects noted above shall be rectified in accordance with Clause 37.

DONALD CANT WATTS CORKE (MANAGEMENT) PTY. LTD.

Daniel Tossia

Superintendent

Donald Cant Watts Corke

Distribution Group:

1	Jasmin Bleeks	Owners Corporation on Plan No. PS 646781P
2	Thanh Nguyen	Marradon Constructions Pty Ltd
3	Mark McDonald	Marradon Constructions Pty Ltd
4	Kevin Lan	PASG Projects

Refer to Appendices below:

1	Appendix A	Certificate of Final Inspection
2	Appendix B	Maintenance Determination



Whitehorse City Council
379-399 Whitehorse Road
Nunawading VIC 3131
Locked Bag 2 Nunawading VIC 3131

ABN: 39549568822

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

**BUILDING ACT 1993
BUILDING REGULATIONS 2018
CANCELLATION OF BUILDING ORDER
UNDER SECTION 116 OF THE BUILDING ACT 1993**

Owners Corporation 1 Plan No. PS646781P
Strataplime Pty Ltd
101 Rathdowne Street
CARLTON VIC 3053

PROPERTY ADDRESS: 2 Queen Street, BLACKBURN VIC 3130

OUR REF: 44/2021/CLAD

WHEREAS:

1. I am the Municipal Building Surveyor for Whitehorse City Council and am authorised to cancel a Building Order pursuant to Section 116 of the Building Act 1993.
2. I have received Certificate of Final Inspection from PLP Building Surveyors & Consultants Pty Ltd dated 21 December 2023 for rectification of combustible cladding.
3. Pursuant to Section 116 of the Act, I am pleased to advise that the Building Order on the above-mentioned property has been complied with and the file is now closed.

DATED: 15 February 2024

SEAN GROGAN
Municipal Building Surveyor
Whitehorse City Council



Seaford Unit 6, 85 Bardia Avenue Seaford VIC 3198
Vermont South 495 Burwood Highway Vermont South VIC 3133
Email admin@ocvmgroup.com.au Phone (03) 9417 9600
www.ocvmgroup.com.au

Monday, 7 July 2025

**RE: County Court Proceedings – Proposed Settlement Distribution
Owners Corporation PS646781P
2-4 Queen Street, Blackburn VIC 3130**

Dear Joseph & Yim,

Following the recent mediation, a proposed settlement of the building defects claim was negotiated. We are pleased to confirm that based on the proposed terms, you are entitled to receive:

Private Claim Distribution:	\$24,626.54
Special Levy Reimbursement:	\$26,340.04
Total Payment to You:	\$50,966.58

Your Private Claim portion has been calculated based on your share of the total private claims pool (\$597,763.75). Your Special Levy reimbursement has been calculated according to your lot's units of entitlement.

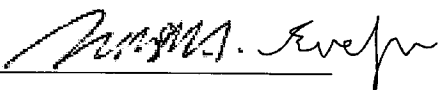
Upon execution of the formal settlement, and on receipt of the settlement funds, these funds will be reimbursed to you directly.

Acknowledgement of Settlement Terms

I/we, the undersigned, acknowledge and agree that:

- I/we have read and understood the details of the proposed distribution outlined in this letter.
- I/we accept the calculation and distribution of the settlement funds as described.
- I/we acknowledge that this payment represents a full and final settlement of all claims made in relation to the legal proceedings for building defects, and that no further claims will be made against the Owners Corporation or its representatives in relation to these proceedings.

Lot Number: 302
Owner(s) Name(s): Joseph & Yim Fung

Signature(s):  **Date:** 8th July 2025

Please respond to this correspondence by 5pm Tuesday 8th July 2025.

If you have any questions about this process, please don't hesitate to contact us.
Thank you for your cooperation and continued support.

Yours faithfully,
OCVM Group

Josh Danne
General Manager - StrataLaunch
Mobile: 0428 969 886 | **Phone:** 03 9417 9600 | **Email:** josh.danne@ocvmgroup.com.au





Owners Corporation 646781P

Lot 302
2 Queen Street, BLACKBURN

OWNERS CORPORATION CERTIFICATE

Issued on: 06/10/2025

OCVM GROUP

 MANAGEMENT RESIDENTIAL	 37 OWNERS CORPORATION COMMERCIAL	 Strata Prime HIGH RISE MIXED USE	 STRATA LAUNCH BUSINESS DEVELOPMENT
---	---	--	--

STRATA INDUSTRY SPECIALISTS

SEAFORD - VERMONT SOUTH - GIPPSLAND

Owners Corporation Certificate

Section 151 Owners Corporations Act 2006 and Reg 11 Owners Corporations Regulations 2018
Subdivision Act 1988

Owners Corporation Number:	646781P
This certificate is issued for Lot:	Q2 Lot 302/2 Queen Street, BLACKBURN
Applicant for the certificate is:	C/O LANDATA® / Connie Costanzo
Applicant Email:	Landata.online@servictoria.com.au
Reference:	646781P / 302
This certificate is issued for Lot 302 Plan No. 646781P	

This certificate consolidates all information and all financial liabilities for the lot in relation to the owners corporations named on this form.

IMPORTANT: The information in this certificate is issued on **06/10/2025**. You can inspect the owners corporation register for additional information and you should obtain a new certificate for current information prior to settlement.

a) The present fees for the above Lot are:

Owners Corporation Admin Contribution **\$5,032.84** per annum payable *Quarterly*.

Owners Corporation Maintenance Contribution **\$127.36** per annum payable *Quarterly*.

Please note that this Owners Corporation's end of financial year is 31/07/2026.

At the next Annual General Meeting the annual budget may increase or decrease pending the resolutions made by the members.

Please be aware that the contributions for this lot may change and adjustments may be made on previous levies already issued during the new financial year. We suggest an update on the certificate be sought prior to settlement.

Due Date	01/08/2025	01/11/2025	01/02/2026	01/05/2026
Administration	\$1,258.21	\$1,258.21	\$1,258.21	\$1,258.21
Maintenance	\$31.84	\$31.84	\$31.84	\$31.84
Total	\$1,290.05	\$1,290.05	\$1,290.05	\$1,290.05

b) The fees are paid up until 31/10/2025. If settlement should occur on or after any due date the next fee instalment as outlined above will also be due and payable.

c) Unpaid fees and levies presently total \$0.00 plus penalty interest of \$0.00.

d) The following special fees or levies have been raised and are payable on the dates indicated below:

Nil.

e) The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in the annual fees and special levy fees are:

Following receipt of reports from; Ken Ryan, Building Consultant and Nabeel Kurban fire engineer identifying building defects, including combustible cladding, at a Special General Meeting held in 2016 the Owners Corporation resolved to lodge legal proceedings in VCAT against the builder, and any other responsible party for damages and other relief arising in consequence of the defects. Cost reports were produced estimating repairs in the vicinity of \$3.5 Million.

In 2017 the Owners Corporation, and 46 private lot owners, initiated proceedings Ref: BP1591/2017 in VCAT against Verve Constructions Pty Ltd (now in liquidation) and 8 others – Crowntex Pty Ltd, Danlaid Contracting Pty Ltd, Sonata Tiling Pty Ltd, Alan Lorenzini, A.A. & A.S. Lorenzini Pty Ltd (trading as Lorenzini Group), Hayball Pty Ltd, Garry Keith Weir trading as Raw Fire Safety Engineering and Sando Razzi trading as Raw Fire Safety Engineering seeking loss and damage arising out of building defects plus costs and interest.

In 2023, the Owners Corporation received approval for a full cladding replacement via Cladding Safety Victoria (CSV) and executed a Funding Agreement accordingly. DCWC were appointed as the Independent Project Manager and overarching Superintendent to scope, tender and manage cladding removal and replacement with a non-combustible alternative. In conjunction with this, PASG were appointed by the Owners Corporation as the Independent Project Manager to scope, tender and manage defect remediation. A tender endorsement, recommending Marradon as the appointed builder, with works costed at \$3,623,139.00 + GST, made up of the CSV Funded scope of \$1,700,989.00 + GST and Owners Corporation Funded scope of such works to proceed over an estimated \$1,922,150.00 + GST and an estimated duration of 9 months, was approved at a Special General Meeting held 22/11/2022.

Levies for the Owners Corporation Funded scope of works were issued in accordance to lot liability. Works were carried out to common and private property, with practical completion reached on these Remediation Works, on 21/12/2023.

The Owners Corporation undertook a ballot in August 2024 to resolve whether unused funds for defect remediation were to be utilised for the purpose of funding ongoing legal proceedings / expert reports, the resolution has passed and remaining funds in the Owners Corporation's defect account have been utilised for this purpose. A final invoice for CLP Lawyers services was received on 29/09/2025. Any unused funds at the culmination of litigation are to be reimbursed to Lot Owners.

As at 6/10/2025 the Owners Corporation has executed terms of settlement with Crowntex, Terms of Settlement made on August 2025 between 1. OWNERS CORPORATION 1 PLAN NO. PS646781P of 2-4 Queen Street, Blackburn 3130, in the State of Victoria ("Owners Corporation"); and 2. THE LOT OWNERS listed in the Schedule to these Terms of Settlement, being the 2nd to 46th plaintiffs in proceeding no. CI-23-04084 in the County Court of Victoria at Melbourne ("the County Court proceeding") c/- CLP Lawyers, Ground Floor, 23 Milton Parade, Malvern VIC 3144 ("Lot Owners"); and 3. CROWNTEX PTY LTD (ACN 136 598 966) (in liquidation) of c/- Meridian Lawyers, Level 12/357 Collins Street, Melbourne VIC 3000 ("Crowntex"); and 4. ALAN LORENZINI and A.A. & A.S. LORENZINI PTY LTD (trading as LORENZINI GROUP) of c/- Clyde & Co, Level 26/140 William Street, Melbourne VIC 3000 ("Lorenzini"); and 5. HAYBALL PTY LTD (ACN 006 394 261) of c/- Lander & Rogers, Level 15/477 Collins Street, Melbourne VIC 3000 ("Hayball"); and 6. GARRY KEITH WEIR and SANDO RAZZI of c/- Barry Nilsson, Level 11/600 Bourke Street, Melbourne VIC 3000 ("Weir and Razzi") have been executed and the agreed sums received into the Owners Corporation bank account. Consent Orders striking out the proceeding with a right of reinstatement, and no orders as to costs, in accordance with the terms of settlement have been issued as at 5/09/2025.

The Owners Corporation has recently entered into Terms of Settlement with the State of Victoria to resolve the legal costs incurred in pursuing the claim concerning cladding defects.

The Owners Corporation intends to finalise the distribution of funds between relevant parties in coming weeks.

On 15/09/2025 the Owners Corporation completed an application to Cladding Safety Victoria (CSV) as part of an Application Process initiated by the Department of Transport and Planning (DTP) in respect of a Support Payment For Substantial Non-Cladding Latent Defects. Further updates are pending.

Resultant damage repairs to common and private property were excluded from the scope of works; the Owners Corporation's insurance claim for resultant damage was denied. Owners are responsible for arranging their own resultant damage repairs to private property.

It is recommended that potential purchasers undertake their due diligence in respect of the property and seek updates in respect of the aforementioned matters prior to settlement.

f) The Owners Corporation has the following insurance cover:

Policy No	Insurer	Type	Sum	Premium
HU0013191 01/08/2025 - 01/08/2026	CHU Underwriting Agencies Pty Ltd	Building/Common Property	\$20,865,234.00	\$26,891.88 Paid: 12/08/2025 Excess: \$2,000.00
		Common Area Contents	\$208,652.00	
		Loss of Rent/Temp Accommodation	\$3,129,785.00	
		Public Liability	\$20,000,000.00	
		Voluntary Workers	\$300,000.00 (\$3,000.00 per week)	
		Fidelity	\$250,000.00	
		Office Bearers	\$5,000,000.00	
		Legal Expenses	\$50,000.00	
		Lot Owners Fixtures & Improvements	\$250,000.00	

**g) Has the owners corporation resolved that the members may arrange their own insurance under section 61A of the Act?
If so then provide the date of that resolution:**

The Owners Corporation has not resolved that owners may arrange their own insurance as at 06/10/2025.

h) The total funds held by the owners corporation as at 06/10/2025:

Financial Position of the Owners Corporation Cash at Bank is \$1,083,494.77
Made up of:

Administrative Fund	Maintenance Fund	Defect Fund	Legal Costs	Settlement Funds	Total
\$20,942.37	\$2,522.11	\$208,150.81	\$762.82	\$851,116.66	\$1,083,494.77

- i) Are there any liabilities of the owners corporation that are not covered by annual fees, special levies and repairs/maintenance as set above?
If so, then provide details:**

There are no liabilities which are not included in the above annual fees, maintenance fund or special levies as at 06/10/2025.

- j) Are there any current contracts, leases, licences or agreements affecting the common property?
If so, then provide details:**

The following leases, licences and agreements affect the common property:

- ADT Fire Monitoring
- OTIS Elevators
- Linkfire
- Car Stackers Service Division
- KS Environmental
- Caretakers Property Services
- Dawsons Australia Pest Control
- Landscape Maintenance & Management
- All Purpose Pumps
- IQumulate for the provision of insurance premium funding
- Funding Agreement between CSV and the Owners Corporation
- Building Contract between Marradon and the Owners Corporation (works completed 21/12/2023)
- Building Contract between PASG and the Owners Corporation (works completed 21/12/2023)

- k) Are there any current agreements to provide services to lot owners, occupiers or the public?
If so, then provide details:**

There are no agreements to provide services to lot owners, occupiers of the public as at 06/10/2025.

- l) Are there any notices or orders served on the owners corporation in the last 12 months that have not been satisfied?
If so, then provide details:**

There are no notices or orders as at 06/10/2025.

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

If so, then provide details:

In 2017 the Owners Corporation, and 46 private lot owners, initiated proceedings Ref: BP1591/2017 in VCAT against Verve Constructions Pty Ltd (now in liquidation) and 8 others – Crowntex Pty Ltd, Danlaid Contracting Pty Ltd, Sonata Tiling Pty Ltd, Alan Lorenzini, A.A. & A.S. Lorenzini Pty Ltd (trading as Lorenzini Group), Hayball Pty Ltd, Garry Keith Weir trading as Raw Fire Safety Engineering and Sando Razzi trading as Raw Fire Safety Engineering seeking loss and damage arising out of building defects plus costs and interest. As at 6/10/2025 the Owners Corporation has executed terms of settlement with Crowntex, Terms of Settlement made on August 2025 between 1. OWNERS CORPORATION 1 PLAN NO. PS646781P of 2-4 Queen Street, Blackburn 3130, in the State of Victoria ("Owners Corporation"); and 2. THE LOT OWNERS listed in the Schedule to these Terms of Settlement, being the 2nd to 46th plaintiffs in proceeding no. CI-23-04084 in the County Court of Victoria at Melbourne ("the County Court proceeding") c/- CLP Lawyers, Ground Floor, 23 Milton Parade, Malvern VIC 3144 ("Lot Owners"); and 3. CROWNTEX PTY LTD (ACN 136 598 966) (in liquidation) of c/- Meridian Lawyers, Level 12/357 Collins Street, Melbourne VIC 3000 ("Crowntex"); and 4. ALAN LORENZINI and A.A. & A.S. LORENZINI PTY LTD (trading as LORENZINI GROUP) of c/- Clyde & Co, Level 26/140 William Street, Melbourne VIC 3000 ("Lorenzini"); and 5. HAYBALL PTY LTD (ACN 006 394 261) of c/- Lander & Rogers, Level 15/477 Collins Street, Melbourne VIC 3000 ("Hayball"); and 6. GARRY KEITH WEIR and SANDO RAZZI of c/- Barry Nilsson, Level 11/600 Bourke Street, Melbourne VIC 3000 ("Weir and Razzi") have been executed and the agreed sums received into the Owners Corporation bank account. Consent Orders striking out the proceeding with a right of reinstatement, and no orders as to costs, in accordance with the terms of settlement have been issued as at 5/09/2025. The Owners Corporation has recently entered into Terms of Settlement with the State of Victoria to resolve the legal costs incurred in pursuing the claim concerning cladding defects. The Owners Corporation intends to finalise the distribution of funds between relevant parties in coming weeks. Save for the aforementioned, the manager is not aware of any legal proceedings as at 06/10/2025.

- n) Has the owners corporation appointed or resolved to appoint a manager?**

If so, then provide details:

A manager is appointed.

StrataPrime

03 9417 9600

Attention: Bec Vidotto Email: bec.vidotto@ocvmgroup.com.au

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

No Administrator is appointed as at 06/10/2025.

- p) Other Information:**

Nil.

- q) Documents required to be attached to the owners corporation certificate are:**

- a) Schedule 3 – Statement of Advice and Information for Prospective Purchasers and Lot Owners.
- b) Copy of Model Rules for an Owners Corporation
- c) Consolidated Rules
- d) Last AGM Minutes

*Further information on prescribed matters can be obtained by inspection of the owners corporation register.
An applicable fee to provide this service will apply.*

IMPORTANT

1. **Information contained in this certificate is correct to the best of our knowledge at the date of issue.**
This information is subject to change without notice.
2. **It may be prudent to obtain a written update on outstanding contributions prior to settlement of the property.**
3. **In some circumstances it may be prudent to apply for a new Owners Corporation Certificate. Charges will apply.**
4. **No other information given in relation to this certificate will be acknowledged as correct unless it is provided by the signatory.**

*The owners corporation register can be inspected for additional information.
A fee applies pursuant to Section 150 of the Owners Corporation Act 2006.*

Date of Issue:

06/10/2025

Prepared By:

Bec Vidotto

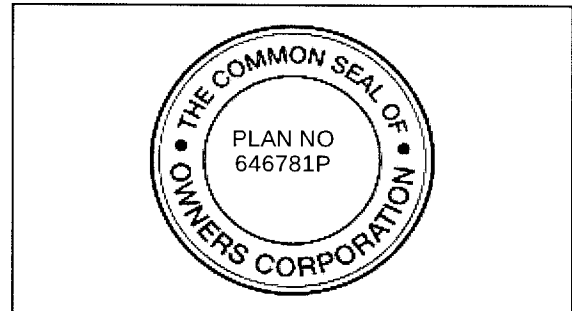
Bec Vidotto

Ph: 03 9417 9600

bec.vidotto@ocvmgroup.com.au

*Signed in the capacity of Manager pursuant to an
instrument of delegation made by the Owners
Corporation*

Common Seal of Plan No 646781P



You are advised that this Certificate has been sealed electronically. Your consent to the affixing of the seal electronically will be assumed unless otherwise notified to our office upon receipt. If you do not consent to the affixing of the seal electronically as required under Section 9 (1)(c) of the Electronic Transactions (Vic) Act 2000 please advise the Manager in writing and the actual seal shall be affixed.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

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

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

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

Model Rules for an Owners Corporation..

1 Health Safety and Security

1.1 Health, safety and security of Lot owners, Occupiers of Lots and invitees

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any inflammable chemical, liquid or gas or other inflammable material.

(2) This rule does not apply to-

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste Disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committees & Sub-Committees

2.1 Functions, powers and reporting of committees and sub-committees

A committee may appoint members to a sub committee without reference to the owners corporation.

3 Management & Administration

3.1 Metering of services and apportionment of costs of services

(1) The Owners Corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods and services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount that includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Sub rule (2) does not apply if the concession or rebate –

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

Model Rules for an Owners Corporation

4 Use of Common Property

4.1 Use of Common Property

- (1) An owner or occupier of a lot must not obstruct the lawful use or enjoyment of the common property by any other person entitled to use the common property
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property
- (3) An approval under sub-rule (2) may state a period for which the approval is granted
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.
- (7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools."

4.2 Vehicles and parking on common property

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

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

4.3 Damage to common property

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

5 Lots

5.1 Change of use of lots

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

Example:

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

Model Rules for an Owners Corporation

5.2 External appearance of lots

- (1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.
- (2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.
- (3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.
- (4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.
- (5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of persons

6.1 Behaviour of owners, Occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise & other nuisance control

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

7 Dispute resolution

- (1) The grievance procedure set out in this rule applies to disputes involving a lot owner, an occupier or the owner's corporation.
- (2) The party making the complaint must prepare a written statement setting out the complaint in the approved form.
- (3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.
- (4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.
- (5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.
 - (a) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

Model Rules for an Owners Corporation

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(a) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(b) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the Owners Corporations Act 2006

(8) This process is separate from and does not limit any further action under any further action under Part 10 of The Owners Corporation Act 2006.

**CONSOLIDATED RULES FOR AN OWNERS CORPORATION
PLAN OF SUBDIVISION PS646781
2 Queen Street, Blackburn**

(Model rules pursuant to Schedule 2 of the Owners Corporation Regulations 2007)

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Management and administration

2.1 Metering of services and apportionment of costs of services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

3. Use of common property

3.1 Use of common property

- (1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.
- (2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.
- (3) An approval under subrule (2) may state a period for which the approval is granted.
- (4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.
- (5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.
- (6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

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

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

3.3 Damage to common property

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

4. Lots

4.1 Change of use of lots

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

Example:

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

4.2 An owner or occupier of a lot, being a person who is not a registered proprietor of a lot at the time of registration of these rules, must not lease, sublease, licence, rent, hire or otherwise deal with a lot, or permit it to be leased, subleased, licensed, rented, hired or otherwise dealt with, for a period of less than

90 calendar days.

- 4.3** An owner or occupier of a lot must clear on each and every day and keep clear from any mail or other material of whatsoever nature the owner or occupier's mailbox and/or newspaper receptacle, whether solicited or not, and must arrange for such clearance by another person should the owner or occupier be absent from the lot for any period exceeding 24 hours whatever the reason.

5 Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

5.2 Noise and other nuisance control

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

6 Dispute resolution

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

ADDITIONAL RULES

Note:

These additional rules will apply to all members of the Owners Corporation. Any rules in the model rules set out in Schedule 2 of the Owners Corporation Regulations 2007 (Vic) ("Model Rules") that are not covered by these additional rules will also apply to the Owners Corporation.

These rules must be read in conjunction with the Owners Corporation Regulations 2007 (Vic) or such other regulations made from time to time under the Owners Corporation Act 2006(Vic) or the Subdivision Act 1988 (Vic).

It is each member's legal responsibility to inform any occupier of the member's lot of the Model Rules and these additional rules.

At any and all places in these rules where it refers to the Owners Corporation it may also mean a Committee of Management or a Managing Agent that have been duly appointed and delegated by the Owners Corporation to assume certain powers and duties of the Owners Corporation and in particular to set the terms and conditions referred to in any of the rules contained herein.

Wherever consent is required for the doing of an act or thing, then such provision shall be deemed to be subject to a proviso to the effect that such consent shall not be unreasonably withheld and to a further proviso that such consent shall not be given if the use or enjoyment of any other Member or occupant of his Lot or the Common Property would be unreasonably prejudiced or affected thereby.

1. Interpretation/Definitions

"Act" means Owners Corporations Act 2006.

"Building" means all and any buildings, structures or improvements comprised in the Development.

"Common Property" means any common property described on the Plan of Subdivision or any common areas in the Development.

"Development" means all the land and improvements comprised in Plan of Subdivision No PS646781P and known as 2 Queen Street Blackburn.

"Lot or Lots" means a lot or lots on the Plan of Subdivision. "Member"

means an owner of a Lot on the Plan of Subdivision.

"Occupier" means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a Member or tenant.

"Owners Corporation" means Owners Corporation PS646781P. "Plan of

Subdivision" means Plan of Subdivision No PS646781P "Regulations" means

the Owners Corporations Regulations

2. Vehicles, Driveways and Car Parking Areas

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) drive or operate any motor vehicle on any internal road surface in excess of 5kph. permit bicycling, roller blading, skate boarding, roller skating, or ball games in the car parking areas, driveways, or access pathways or any part of the Common Property;
- (b) interfere with the operation, function or control of the electronic vehicular gates;
- (c) wash any vehicle in any area or car park space or any Common Property whatsoever; and
- (d) allow any build up or discharge of oil or any other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil, grease and fluids of any kind are removed immediately upon notice of same or notification of build up by the Owners Corporation.

3. Animals

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) keep any animal on any balcony, patio or garden area except when accompanied by the Occupier and then not in a manner to cause a nuisance to any other Occupier;
- (b) exercise any animals on Common Property or allow any animal to roam freely on Common Property;
- (c) allow any animal excrement or animal debris to build up run-off or affect in any unclean, unsafe or unhygienic manner any Common Property, Lot or part thereof; and
- (d) keep, mind or allow any more than one (1) dog and/or (1) cat on the Common Property or Lot without the prior written consent of the Owners Corporation or the Owners Corporation committee and then only upon the terms of such consent.

4. Balconies, Patios, Garden Areas, Common Property and Any Exterior Building Surfaces and External Appearance

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- a) store or keep on the Common Property or any part thereof any materials or goods including bicycles and other items except in designated areas (if any) and subject to the terms and conditions specified in writing by the Owners Corporation;
- b) install any insect screen, awning, external blind, security door, or any other exterior fixture or fitting without the prior written consent of the Owners Corporation and then only upon the terms of such consent;
- c) keep any plants, planter boxes or pots on any balcony, patio or garden area that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot or interfere with the use and enjoyment of their Lots by the Occupiers of those Lots. Care must be taken when watering or cleaning to ensure minimal disturbance to other Lots;
- d) construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or garden area without the prior written consent of the Owners Corporation

and then only upon the terms of such consent and subject to the relevant building regulations or planning laws;

- e) construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature without the prior written consent of the Owners Corporation and then only upon the terms of such consent;
- f) hang curtains or internal window furnishing visible from outside the Lot unless those curtains or window furnishings have a backing of off-white or cream color without the prior written consent of the Owners Corporation and then only upon the terms of such consent. A Member shall not install, any window tinting without having the color and design approved by the Owners Corporation. All window furnishings must be fixed in accordance with the Typical Window Head Detail set out in Annexure A of these rules;
- g) install any air conditioner or any air-conditioning equipment on or within the Member's Lot without the prior written consent and terms of the Owners Corporation as to the location size color and appearance of such and subject to the equipment and its operation conforming to any laws, bylaws and regulations;
- h) hang or permit to be hung any garment or article of clothing, sheet, blanket or towel or other article on any part of the Common Property or on or from any part of the exterior of the Member's Lot or so as to be visible from outside the Lot (except in places expressly provided for such purpose);
- i) smoke on Common Property;
- j) use, possess or deal in illegal drugs or other substances on Common Property;
- k) consume alcoholic beverages on Common Property;
- l) use the Common Property for the holding of any meeting, functions or gatherings without the prior written consent of the Owners Corporation and then only upon the terms of such consent;
- m) In order to maintain the overall look and colour scheme of the Building, the following colour schedule must be used at all times for any external and/or Common Property of the Building. Any changes to this schedule would need to be taken to a General Meeting and decided upon by a 75% resolution.

General lobby carpet	Godfrey Hirst Carpet Tile 780 Night Spell
Feature Lobby carpet	Godfrey Hirst Carpet Tile Deep Passion
General lobby and corridor wall paint	Dulux Whisper White, low Sheen
General lobby & corridor ceiling paint	Dulux Whisper White, flat acrylic
Feature Lobby Wall & Ceiling Paint	Dulux Monument and Red Cross to wall near lift
External entrance pavers	Granite Paver Natural Tiles 400 x 400
Ground floor planters.	Acrylic render—Dulux Monument
BBQ Area tiles	National Tiles LANFL2015 Dark Grey
External walls: ground, first, second floor	Acrylic Render – Dulux Dune
External walls: third floor	Dulux —Monument
Perimeter paling fence.	Dulux —Monument
Perforated Metal panels to balcony	Powder Coat, Colour: Interpol Sable Asteroid
Window Frames and Garage door	Metal Finish, Dulux: Monument
Composite metal cladding	Alucobond Bronze Metallic
Glass Balustrade	Axiom Design Clear Glass
Carpark floor finish.	Aquron Surface Finisher
Roof finish	Colourbond - Dune
Facade Timber Cladding & Fencing	Cutec Clear
Service doors, bin room doors, service rooms, riser doors and stair walls.	Dulux whisper white

5. Rubbish

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) deposit household rubbish in any other receptacles or in any other part of the Common Property except inside the rubbish bins in accordance with the instructions as determined by the Owners Corporation;
- (b) deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Owners Corporation as separate collection receptacles for items of this nature;
- (c) throw or allow to fall or leak or permit or suffer to be thrown fall or leak any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from the balconies or in corridors. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Member or Occupier concerned; and
- (d) deposit cans, bottles or cardboard in the rubbish bins or any area except in the recycling bins or area provided for such.

6. Works, Damage & Repairs

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) damage, deface, or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, corridor or any other Owners Corporation property located on, in or attached to the Common Property, provided further that if the Owners Corporation expends money to make good damage caused by any member or tenants, guests, servants, employees, agents, children, invitees or licensees of the Member of any of the Lots, the Owners Corporation shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the Lot at the time when the damage occurred;
- (b) fail to properly inform the Owners Corporation within twenty-four (24) hours of any damage to property which may be subject of a claim against the Owners Corporation building and/or public liability insurance policy;
- (c) interfere with or attempt to direct any maintenance works being attended to by tradespersons or others that have been appointed by the Owners Corporation specifically to work being undertaken;
- (d) interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment, including but not limited to all, pedestrian entrances, lighting, fire controls, landscape features and structures including the sprinkler system and any facility controls or equipment;
- (e) commit, perform or cause any manner or any act on any Lot or Lots or on the Common Property so as to commit or cause any breach of any Act of Parliament or any regulation, permits, by-laws or order made by any Municipal, Statutory, Government or other Authority authorized by law to make such regulation, by-law or order or issue such permits; and
- (f) make any alterations or additions to any Lot, the Common Property, the Building, the services, fixtures, fittings or equipment on Common Property whether structural or otherwise without the prior written consent of the Owners Corporation and then only upon the terms of such consent including the execution of appropriate indemnity and payment of any costs incurred by the Owners Corporation.

7. Relocations, Deliveries, Tradesmen

7.1 A Member must not, and must ensure that the Occupier of Member's Lot does not:

- (a) damage, obstruct or interfere with the lifts, stairways, corridors or any Common Property when moving any items in or out of any Lot;
- (b) move in or move out without notifying the Owners Corporation manager at least 48 hours prior to

the proposed move and without receiving approval from the Owners Corporation manager for the day and time of the proposed move. The Member or the Occupier of the Member's Lot must ensure that all moving in and moving out policy determined by the Owners Corporation from time to time are complied with at all times;

- (c) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Owners Corporation;
- (d) permit any vehicles to restrict access to common property or lots;
- (e) conduct operations so as to unduly restrict access of other owners or occupiers to the driveways or common areas;
- (f) move furniture or bulky items through Common Property or place any furniture or items likely to cause damage or obstruction in the Common Property except in accordance with these rules or such policies determined by the Owners Corporation from time to time;
- (g) arrange for trades people (except in emergencies) of any nature or kind to perform any works except during the hours of 8.00am to 6.00pm Monday to Friday and there shall be no work done by trades people on weekends or public holidays or without the supervision and at the sole responsibility of the Member so arranging;
- (h) arrange for deliveries of any kind or nature unless the Member or the Occupier of a Member's Lot or their respective authorised representative is at or on the premises to supervise, accept and arrange to accept delivery at the Member's sole cost and liability; and
- (i) move in, move out or arrange for any delivery to commence before ensuring protective coverings for the floors and lifts are in place prior to the move or delivery.

- 7.2 At the completion of the move or delivery, the Member or the Occupier of the Member's Lot must:
- (a) remove all protective coverings for the floors and lifts within one hour of the move or delivery being completed;
 - (b) conduct a walk through to facilitate a property inspection report of all areas utilised by the carriers, delivery personnel or tradespeople. In the event of any damage during the move or delivery, the Member or the Occupier of the Member's Lot must:
 - i) arrange digital photographs to be taken of any damage to Common Property;
 - ii) provide a copy of the property inspection report along with copies of any digital photographs to the carriers or tradespeople or delivery personnel; and
 - iii) provide a copy of the property inspection report along with digital photographs to the Owners Corporation.
- 7.3 The Owners Corporation may recover the cost of any damage or making good any damage from the Member or the Occupier of the Member's Lot arising out of any move, delivery or access required pursuant to this rule.

8. Use of Lifts and Security System

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- a) use any lifts for any other purpose other than to gain access to his or her Lot and in accordance with such policies determined by the Owners Corporation from time to time and any operating instructions of the lift supplier with respect to the use of lifts;
- b) hold the lift doors open and/or prevent the doors of the lift closing for any lengthy periods of time or use the lifts in such a manner as to interfere with the normal operation of or the other Members' or Occupiers' use of the lifts;
- c) press the alarm or stop buttons except in an emergency situation or press any button other than the one representing the level that the lift is required to stop at;
- d) use the lift for moving furniture and furnishings into or out of a Lot without first having obtained the consent of the Owners Corporation and then only by observing the specific instructions by the Owners Corporation. A Member or the Occupier of a Member's Lot must ensure that protective coverings for the lifts are in place prior to moving any furniture or furnishings into or out of a Lot and must remove all protective coverings for the lifts within one hour of completing the move; and

- e) use the building security system and locking mechanisms except in accordance with the instructions determined by the Owners Corporation.

9. Public Announcements including, Sale and Lease notice boards

- (a) A Member must not, and must ensure that the Occupier of a Member's Lot does not use the Lot or any part thereof or the Common Property for the making of any public announcement or for the displaying of any placard, advertisement or sign when Queen Blackburn Property P/L is selling or leasing any lot.
- (b) A Member must not and must ensure that the Occupier of a Member's Lot does not interfere with, object to, assist or do anything that will directly or indirectly prevent the developer, Queen Blackburn Property Pty Ltd, from erecting or displaying any placard, advertisement or for sale signs on the Common Property for as long as it is required for the developer to sell and or lease any lot.
- (c) For a period of 12 months from the registration of the plan of subdivision, Queen Blackburn Property Group Pty will be entitled to specify and direct the Owners Corporation to adopt such rules and policies pertaining to the display or erecting of any signs, placard or advertisement for the sale or lease of a Member's Lot including the size, form and location of such display. A Member must and must ensure that the Occupier of a Member's Lot complies with all policies and terms determined by Queen Blackburn Property Pty or the Owners Corporation.

10. Maintenance and Building Works

A Member must not, and must ensure that the Occupier of a Member's lot does not prevent or object to the appointment of Verve Constructions as the main maintenance contractor for any service and maintenance work required for all fittings, fixtures and equipment located at the Building including all electrical and mechanical systems, plumbing works and major trade works required to be done at the Development.

For a period of 12 months from the issue of the certificate of practical completion for the Building,

- (a) A Member must and must ensure that the Occupier of a Member's lot only appoints Verve Constructions to carry out any works to the Member's Lot; and
- (b) Queen Blackburn Property Pty Ltd will have the sole discretion to decide on the terms of appointment of Verve Constructions and a member must not and must ensure that the occupier of a member's lot does not interfere with, prevent or object to such appointment. Upon expiration of the 12 months period, the appointment of Verve Constructions or any other maintenance contractor will be subject to review by the Owners Corporation.

11. Meetings of Owners Corporation

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

- (a) cause any interference, disruption or nuisance at any meetings of the Owners Corporation;
- (b) raise any issues which are not related to the Common Property or the general maintenance and upkeep of the Development as whole.

A Member must not, and must ensure that the Occupier of a Member's Lot does not raise any issues pertaining to the Member's Lot at the meetings of the Owners Corporation.

12. Penalty Interest

The Owners Corporation is entitled to charge and the member must pay penalty interest as determined by the Owners Corporation on money owed by the member to the Owners Corporation sixty days after the due date, such interest to be calculated from the due date.

13. Compliance with rules and laws

A Member must, and must ensure that the Occupier of a Member's Lot:

- (a) take all reasonable steps to comply with these rules and all laws relating to the Lot including without limit any requirement, notices and orders of any governmental authority;
- (b) take all action available under a lease or licence agreement to ensure that any lessee or licensee of the Lot and any invitees of those lessee or licensee comply with these rules and applicable laws;
- (c) advise the Owners Corporation Manager of an out of normal business hours contact address and telephone number for the Member or the Occupier of the Member's Lot and must promptly advise the Owners Corporation Manager of any change in address or telephone number.

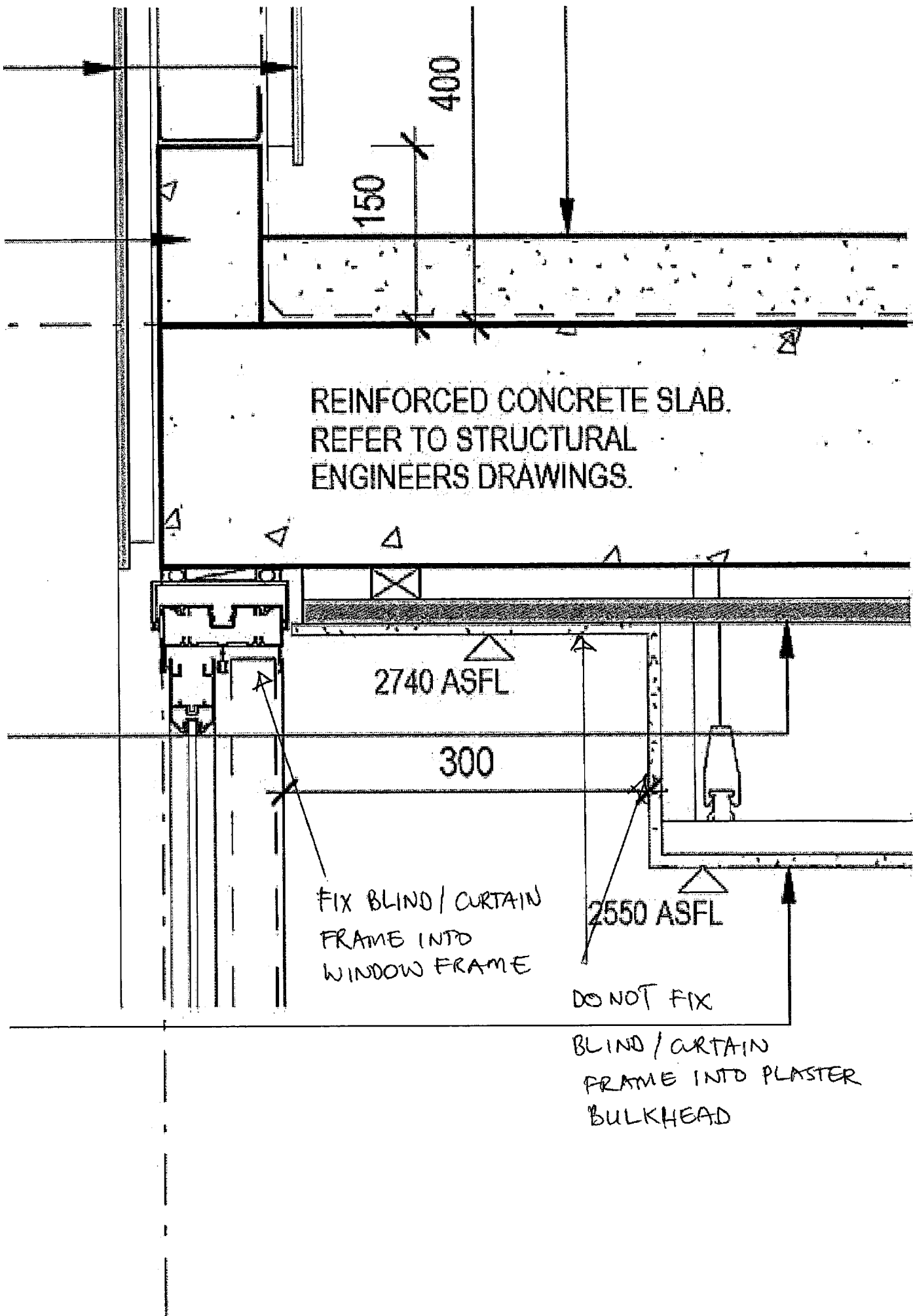
14. Access to the roof

A Member must not, and must ensure that the Occupier of a Member's lot does not:

- (a) access or use the roof of the Building without the written consent of the Owners Corporation; and
 - (b) prevent or object to any person authorised by the Owners Corporation or Queen Blackburn Property Pty Ltd to access the roof of the Building for maintenance purposes.
-

ANNEXURE A

TYPICAL WINDOW HEAD PLAN – WINDOW FURNISHINGS



MINUTES OF THE ANNUAL GENERAL MEETING – INTERIM RESOLUTIONS

NOTE: An interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

OWNERS CORPORATION PLAN OF SUBDIVISION: 646781P PROPERTY ADDRESS: 2 Queen Street, BLACKBURN VIC 3130

Occupiable Lots: 48 Non-Occupiable Lots (Car Parks/Storage): 3
In accordance with the Amendments to the Owners Corporation Act,
646781P is a Tier 3 Owners Corporation.

Date, place and time of meeting: An Annual General Meeting of Owners Corporation Plan of Subdivision: 646781P was held on Tuesday, 23rd September 2025 via Zoom Video Conference. The meeting commenced at 4.04 pm.

Present:

Lot 1S	Piper Rae Wright by proxy to David Wright
Lot 102	Judith Coates
Lot 107	Domenique Maria Tsiopelakos
Lot 108	Diana Doidge
Lot 109	Jeetesh Madhusudan Chhiboo
Lot 110	Jeetesh Chhiboo
Lot 204	Sheridan Davis & David Fry
Lot 206	David James Wright ATF Wright Family Trust or By proxy to Lea Wright
Lot 209	Sharon Hall
Lot 301	Peter James Davy
Lot 302	Joseph Fung
Lot 304	Paul & Catherine Downey
Lot 306	Adam Kowalewski by proxy to Jolanta Kowalewska
Lot 308	Kathleen Ann Clark
Lot G04	Kaye Garrett
Lot G05	Piper Rae Wright by proxy to David Wright
Lot G08	Jane Elizabeth Darter
Lot G11	Spencer De Silva

Present by Proxy:

Lot 1S	Piper Rae Wright in favour of David Wright
Lot 206	David James Wright ATF Wright Family Trust in favour of Lea Wright
Lot 306	Adam Kowalewski in favour of Jolanta Kowalewska
Lot G05	Piper Rae Wright in favour of David Wright

Apologies: Lot 207 Caroline Silvester

In attendance: Bec Vidotto, Jasmin Bleeks & Ashlee Watkins representing the OCVM Group, the Manager of the Owners Corporation.

1. Quorum: The Manager confirmed that as 18 attendees out of a total of 48 owners were represented either in person or by proxy that a quorum was not reached. Accordingly all decisions made at this meeting become interim resolutions of the Owners Corporation.

an interim resolution cannot be acted on for 29 days after it is made but if notice of a special general meeting is given within that 29 day period, the interim resolution cannot be acted on until the resolution is confirmed at that meeting (which must be held within 28 days after the notice is given) or if the meeting is not held, until the end of that 28 day period.

Arrears: Arrears are only reported on for those lots represented at the meeting.

The Manager advised the meeting that, in accordance with the Owners Corporations Act 2006 Part 4 s89B, lots 209 and 304 were ineligible to vote on ordinary resolutions, nominate for themselves or a proxy for committee or to stand for election as a committee member.

2. Meeting Chairperson: Bec Vidotto was appointed to chair the meeting.

3. Minutes: The members resolved by Ordinary Resolution that the minutes of the last Annual General Meeting of the Owners Corporation held on 22/11/2023, as attached to the Notice of Meeting, be confirmed as a true record and account of the proceedings at that meeting.

4. Manager's report: Pursuant to Part 6, Section 126 of the Owners Corporations Act 2006, the manager tabled a report, which was attached to the Notice of Meeting, of their activities for the period. The members acknowledged the contents of the manager's report.

Committee Report: There being no Committee a report was not presented.

5. Building Insurances: The members acknowledged that the Manager is authorised under their Insurance Authority to provide factual advice only and that the members were to satisfy themselves that the products being proposed by the Insurance Brokers and Underwriters suited their individual needs.

The members resolved by Ordinary Resolution that the current insurance, as noted in the Notice of Meeting is acknowledged and accepted.

RENEWAL INSTRUCTION

The members resolved by Ordinary Resolution that when the insurance renewal becomes due, the Manager will send the quotations to the Committee for their review and instruction.

Should instruction not be provided by the renewal date, the members resolved by Ordinary Resolution to issue OCVM Group a standing authority to place insurance in accordance with the insurance broker's recommendation or in the event a broker is not appointed, with the incumbent insurer to ensure continuation of cover.

VALUATION

The members acknowledged the Owners Corporations and Other Acts Amendment Act 2021 came into effect on December 1, 2021. In accordance with s65, an Owners Corporation **must** obtain a valuation of all buildings that it is liable to insure every five (5) years or earlier as determined by the Owners Corporation.

It is important to understand that owners have an unlimited joint and several financial obligation in regard to any shortfall in terms of the actual replacement cost compared to the selected sum insured.

OCVM Group advised that due to current market conditions the cost of building materials and labour have escalated significantly. As a result, the last Valuation for Insurance purposes may not be reflective of the current market.

OCVM Group advised that a Full Valuation for Insurance Purposes should be obtained every three (3) years and a Desktop Valuation obtained in the following two (2) years to accurately assess an appropriate building sum insured amount.

The members acknowledged that the last valuation under s59 for the property for insurance purposes was conducted on 27/06/2022, for a Total Replacement Value of \$19,670,000.00. This was a Full Valuation for insurance purposes.

The members acknowledged that it is essential they read and fully understand the contents of the valuation report and seek clarification if any aspect of the report is their view unclear. The Owners Corporation should consider any disclaimers and shortcomings contained in the report in arriving at the ultimate sum insured for insurance purposes in accordance with their legal obligations as outlined below.

OCVM Group advised that Division 6, Part 3 of the Owners Corporations Act 2006 requires the Owners Corporation to maintain Reinstatement Insurance sufficient to cover all costs involved in rebuilding the property to the same size and standard as when new – including architects/engineers fees, demolition, removal of debris, town planning charges, connection of utilities and reinstatement of common services such as drainage.

The members considered the last valuation date and resolved by Ordinary Resolution to proceed with obtaining a Full Valuation for insurance purposes and to endorse the policy with the valued amount upon receipt.

DISCLOSURE

The owners acknowledged they have a legal obligation to disclose to the insurer any known defects, hazards or matters that may affect the application of the underwriter in assessing the risk associated with this policy.

INSURANCE EXCESS

The owners acknowledged that any insurance claims excess is to be paid by the lot that is deemed to be the cause of the damage. (For clarity, where an event that causes damage emanates from Common Property, the excess will be paid for by the Owners Corporation. All other excesses to be met by the owner of the lot which is deemed to have caused the resultant damage with reference to s49.2 & s49.3 of the Owners Corporations Act 2006).

In taking out the insurance referred to above, whilst the definition of 'Building' in the Act includes:

- Any improvements and fixtures forming part of the building; and
- Any shared services.

IT DOES NOT INCLUDE

- Carpet and temporary floor, wall and ceiling coverings; or
- Fixtures removable by a lessee at the end of a lease; or
- Anything prescribed as not forming part of the building.

- Public Liability within your lot.

"Shared services" includes any pipes or cables used to provide services including water, electricity, gas and telecommunications to the building that are shared with a person other than the owners corporation or any of its members.

IMPORTANT INFORMATION TO NOTE

- Any improvements or added fixtures forming part of your lot must be disclosed to the insurer to be covered in the event of loss during the relevant policy period.
- This insurance policy **does not** cover any of the contents in your lot.
- Owners are encouraged to seek independent legal and insurance advice to ensure the strata insurance policy covers your particular circumstance.

As disclosed in our Contract of Appointment, OCVM Group is not paid a commission for placing insurance cover for your Owners Corporation. The commission is paid to us by the brokers and underwriters with whom we are associated. The commission remunerates us for managing insurance on your behalf and allows us to deal directly with your insurer on your behalf.

6. Maintenance Plan:

MAINTENANCE PLAN

In accordance with s36 of the Owners Corporations Act 2006, the members resolved by Ordinary Resolution to obtain a new quote for a Maintenance Plan as the defects have now been resolved.

7. Financial Statements:

1/8/2023 – 31/7/2024

The members resolved by Ordinary Resolution that the Financial Statements for the Building Financial Year ended 31/07/2024 as distributed with the Notice of Meeting be adopted. The members acknowledged that the net assets of the Owners Corporation as at the end of the property's financial year was \$20,661.09 (Contribution Schedule), \$572,868.30 (Defect Remediation) & \$12,505.05 (Legal Costs).

The balance at the bank account as at the date of the meeting was \$1,085,037.06 consisting of \$1,082,592.38 in the Administration Fund and \$2,444.68 in the Maintenance Fund.

FINANCIAL AUDIT

The members resolved by Ordinary Resolution not to undertake an independent audit of the financials in accordance with s35. Owners Corporations Act 2006.

1/8/2024 – 31/7/2025

The members resolved by Ordinary Resolution that the Financial Statements for the Building Financial Year ended 31/07/2025 as distributed with the Notice of Meeting be adopted. The members acknowledged that the net assets of the Owners Corporation as at the end of the property's financial year was \$43,340.65 (Contribution Schedule), \$330,987.49 (Defect Remediation) & 762.82 (Legal Costs).

The balance at the bank account as at the date of the meeting was \$1,085,037.06 consisting of \$1,082,592.38 in the Administration Fund and \$2,444.68 in the Maintenance Fund.

FINANCIAL AUDIT

The members resolved by Ordinary Resolution not to undertake an independent audit of the financials in accordance with s35. Owners Corporations Act 2006.

8. Budget & Fees: 1/8/2024-31/7/2025

The members resolved by Ordinary Resolution to accept the projection of estimated receipts and payments (Annual Budget of \$202,566.62 inc GST) as attached to the Notice of Meeting.

This was made up of \$197,566.62 in the Administration Fund & \$5,000.00 in the Maintenance Fund.

1/8/2025-31/7/2026

The members resolved by Ordinary Resolution to accept the projection of estimated receipts and payments (Annual Budget of \$202,566.62 inc GST) as attached to the Notice of Meeting.

This was made up of \$197,566.62 in the Administration Fund & \$5,000.00 in the Maintenance Fund.

Fees/Levies:

The members resolved by Ordinary Resolution:

- a. that contributions be set in accordance with Part 3, Section 23 of the Owners Corporations Act 2006 as per the Annual Budget adopted and will continue at the same rate until changed by resolution by the members of the Owners Corporation.
- b. that the contributions be paid in advance in quarterly instalments; the first such instalment being due on 01/08/2025 and subsequent instalments falling due on 01/11/2025, 01/02/2026 and 01/05/2026.

An Owners Corporation is required to be registered for GST when they have ongoing levies (Eg. annual budget including special levies), that exceed \$150,000.00.

When an Owners Corporation is registered for GST, they are required to lodge quarterly Business Activity Statements (BAS) with the Australian Taxation Office (ATO).

9. Confirmation of manager:

In accordance with Part 6, Section 119 of the Owners Corporations Act 2006 the members acknowledged that the Owners Corporation were in year 1 of a 1-year agreement with OCVM Group expiring 31/07/2026.

The members resolved by Ordinary Resolution that the Owners Corporations delegate to the Manager all of the Powers and Functions of the Owners Corporations necessary to enable the manager to perform its duties under the Contract of Appointment.

Management fee: 1/8/2024-31/7/2025

The management fee for the building financial year was set at \$12,465.06 per annum including GST, payable monthly in advance and was calculated from the provisions contained in the Management Agreement.

1/8/2025-31/7/2026

The management fee for the building financial year was set at \$17,736.74 per annum including GST, payable monthly in advance and was calculated from the provisions contained in the Management Agreement.

10. Committee and/or Chairperson

The members resolved by Ordinary Resolution to appoint a Committee. (part 5 Section 100(2) makes it compulsory to elect a Committee only if the Owners Corporation consists of 10 or more members).

Nomination for Committee were received for:

- Lot 102 Judith Coates
- Lot 206 David James Wright
- Lot 301 Peter James Davy
- Lot G04 Kaye Garrett
- Lot G11 Radley De Silva

There being no further nominations the Chairperson of the meeting declared the Committee elected. The Committee consist of:

- Lot 102 Judith Coates
- Lot 206 David James Wright
- Lot 301 Peter James Davy
- Lot G04 Kaye Garrett
- Lot G11 Radley De Silva

DELEGATION OF AUTHORITY TO THE COMMITTEE/CHAIRPERSON

The members resolved by Ordinary Resolution to delegate to the Committee of the Owners Corporation all the powers and functions of the Owners Corporation except:

- a) a power or function requiring a special resolution or a unanimous resolution; or
- b) giving notice of an annual general meeting or special general meeting; or
- c) the power to remove a committee or officer of the Owners Corporation; or
- d) the power of delegation, other than that set out in s102 of the Owners Corporations Act 2006; or
- e) the power or function to terminate a Manager's appointment unless so resolved at a general meeting of the Owners Corporation; or
- f) a power delegated by instrument to the manager of the Owners Corporation; or
- g) a power delegated by instrument to the secretary of the Owners Corporation; or
- h) a power delegated by instrument to the grievance committee;

Provided that the Committee must not exercise any of the powers and functions of the Owners Corporation unless the Committee is acting in accordance with a decision of the Committee of the Owners Corporation.

This delegation/authorisation continues until revoked or replaced at a general meeting of the Owners Corporation.

Chairperson

The members resolved by Ordinary Resolution to appoint a Chairperson in accordance with s98 (1) of the Owners Corporations Act 2006 at the next Committee Meeting.

Secretary

The members resolved by Ordinary Resolution to Delegate the Functions and Duties of the Owners Corporation Secretary to the Manager and to execute a Delegation of Authority in favour of the Manager upon request.

Public Officer

The members resolved by Ordinary Resolution to appoint an employee of OCVM Group to be registered with the Australian Tax Office as the Public Officer for the Owners Corporation.

11. Penalty Interest:

The members resolved by Ordinary Resolution to charge interest on money owed to the Owners Corporation where the funds are in excess of \$50.00 owed by a member to the Owners Corporation and where payment has not been received within Twenty Eight (28) days after the due date for fees and charges set under Part 3, Section 29 (1) and (2) of the Owners Corporation Act 2006. Interest will be calculated from the due date and the rate of interest charged is fixed at the current rate published under the Penalty Interest Rates Act 1983. The members noted that all interest collected is credited to the Owners Corporation bank account.

The members resolved by Ordinary Resolution to delegate to the Manager the authority to allow the remission of interest where it considers it appropriate to do so without the need to report to the AGM in regard to such remission.

12. Recovery of Fees, Levies & Costs:

The members acknowledged that the Owners Corporation is empowered to initiate legal proceedings in VCAT to recover unpaid contributions which have been levied in accordance with the Owners Corporations Act 2006.

The members resolved by Ordinary Resolution to engage the Manager to implement the arrears process as outlined in the Notice of Meeting.

OCVM Group's Arrears Process:

- SMS (where we have been provided a mobile number) sent to all owners with arrears prior to 15th of each month.
- OCVM Group undertake an Arrears Run on the 15th of every month.
- If your arrears are >14 days overdue and more than \$50.00 – **you will receive a Reminder Notice which is charged at \$46.00**
- If the following month on the 15th your fees have not been paid, you are now 45 days overdue and **you will receive a Final Notice which is charged at \$110.00.**

Please note: All arrears collection charges will be charged to the Owners Corporation, then recovered from the individual lot owner as a debt due to the Owners Corporation.

- If fees remain unpaid following issuance of a Final Notice, OCVM Group will seek instruction from the Committee to authorise legal proceedings to recover the debt.
- If you have entered into a formalised Payment Plan – you will not be pursued for outstanding Arrears.
- The manager advises that any requests for payment plans by owners who may be in arrears cannot be accepted by the manager and will, in all cases, be referred to the Committee of the Owners Corporation for a decision. The manager will share the information with the Committee in order to achieve a satisfactory outcome for the Owners Corporation.

NOTE: The Manager advised that Arrears charges are paid to OCVM Group to cover the service costs for processing Arrears on behalf of the Owners Corporation. This duty falls outside the duties of a manager as defined by the Owners Corporation Act 2006.

The members resolved by Ordinary Resolution to delegate to the Manager the authority to implement a payment plan on request of a lot owner where it considers it appropriate. The payment plan must not exceed an amount greater than \$2,500.00 and must be no longer than 12 months in duration. Any payment plans which do not meet these criteria must be sent through to the Chairperson/Committee for formal approval.

The members noted that any lot owner in a payment plan is considered non-financial for voting purposes and cannot nominate for or hold a position on Committee.

13. Essential service (fire safety):

The members resolved by Ordinary Resolution to meet their compulsory obligations to test and maintain fire and safety equipment in terms of the Owners Corporation Regulations 2018, and to the Australian Standard nominated on the Owners Corporation permit and occupancy certificate or the standards at the build date.

The mandatory annual certification known as the AESMR must be completed and signed on the anniversary of the Occupancy Permit. www.buildingcommission.com.au

The members resolved by Ordinary Resolution that a specialist Essential Services Company be appointed to act as the Agent for the Owners Corporation for the specific purpose of having authority to sign the annual fire compliance certificate (AESMR).

The last AESMR from Link Fire was dated 07/07/2025.

NOTE: All owners must ensure that smoke detectors are maintained within individual lots and that all stairwells / pathways are to be kept clear of obstructions and trip hazards at all times. (Stored items must be removed). If Fire Doors are installed they must be kept closed at all times.

14. Occupational Health & Safety

The members resolved to meet the Victorian OHS Act 2004.

The members resolved not to undertake a formal OH&S audit against the recommendation of the Manager. The members acknowledged that they are responsible and liable for reporting any OH&S hazards, breaches or incidents relating to the common property to the Manager immediately who will then consult with the appointed Chairperson/Committee for further action.

15. Common Electricity – ICB Business Solutions

The members acknowledged that OCVM Group engages the services of ICB Business Solutions to review the current rates being paid by your Owners Corporation with a view to reduce your electricity costs. ICB Solutions have formed a buying group to negotiate competitive terms and gain access to commercial rates which are not available to the wider market. Where ICB can achieve savings to your Owners Corporation based on your current usage/rates, OCVM Group will transfer your account to take advantage of reduced energy costs. The members acknowledged that OCVM Group do not receive a commission or impose a service fee for this service and offer this as a value-add to their clients, to assist in reducing overall costs to your Owners Corporation. It was noted that if your Owners Corporation has an embedded Electricity Network, no change to your supplier will be implemented.

16. After Hours Trade Emergency Services

The members acknowledged that the after hours trade emergency contact is Tymaline Building Services contactable on 0418 362 023.

This service is for **Trade Related EMERGENCIES** only that fall outside of standard business hours. Where an emergency is identified as a lot owner's responsibility, costs for service will be applied to the lot owner for this service.

The minimum charges for triaging calls is \$80 + GST and a minimum of \$480 + GST in the event of attendance to a trade emergency.

**17. General
Business:**

a) DEFECTS CLADDING REMEDIATION UPDATE

The Owners Corporation has now received the \$850K of agreed settlement funds from Crowntex, Hayball, Lorenzini and the State. The Owners Corporation is pending receipt of a final invoice from CLP Lawyers for legal costs in relation to legal settlement. Upon receipt, the Owners Corporation will provide final offer letters with any relevant clauses and seek execution and confirmation of bank account details for transfer from the relevant Owner.

Please note: for additional security to complete the transfer OCVM Group will need to verbally confirm bank account details with the relevant Owner.

In addition, the Owners Corporation has been contacted by Cladding Safety Victoria in relation to potential further reimbursement of costs via the Department of Transport & planning. The initial application was made for circa \$2.5M of costs on 15/09/2025 and the Owners Corporation is pending further response regarding the next steps. The State has tentatively indicated their intent to resolve this matter by December 2025.

b) INTERCOM

Quotes for the intercom replacement were obtained and recently provided to the Committee, ranging from approximately \$20,000 to \$25,000. The Manager requested the Committee's feedback on the quotes and whether a special levy would be considered, given recent financial commitments. The Manager also followed up with SSV to seek their opinion on possible interim solutions and will provide their response once available.

18. Owners Portal:

The manager advised the owners that they can now have 24-hour access to building and lot information, reports, documents and more via an online Owners Portal. This service is offered to our valued clients at no additional cost. To gain access, simply notify your manager of your interest and a registration invitation will be issued to you.

19. Closure:

The Chairperson of the meeting thanked the members present and declared the meeting closed at 4:52PM.



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0013191
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	01/08/2025 to 01/08/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 646781
Situation	2 QUEEN STREET BLACKBURN VIC 3130

Sections

Section 1 – Insured Property

Building: \$20,865,234

Common Area Contents: \$208,652

Loss of Rent & Temporary Accommodation (total payable): \$3,129,785

Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: \$3,129,785

Extended Cover - Loss of Rent & Temporary Accommodation: \$469,467

Escalation in Cost of Temporary Accommodation: \$156,489

Cost of Removal, Storage and Evacuation: \$156,489

Machinery Breakdown: \$100,000

Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$20,000,000

Section 3 – Voluntary Workers

Death: \$300,000

Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000

Appeal expenses – common property health & safety breaches: \$100,000

Legal Defence Expenses: \$50,000



Flood Cover is included.

Date Printed

13/08/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.



OWNER BUILDERS DEFECTS REPORT (SECTION 137B)

302 / 2 Queen St
Blackburn, VIC 3130

Joseph FUNG

03/10/2025



Inspector

Anthony Levan

anthony@melbis.com.au

TABLE OF CONTENTS

1: Inspection Details	3
2: Interior	4
3: Thank You	6

1: INSPECTION DETAILS

Information

137b Owner Builder Defects Inspection

17/07/2025

137b Owner Builder Defects Inspection

Type: Owner Builder Defects Inspection

Reason: 137b Condition Report &/or Owner Builder Warranty Insurance (if Applicable)

We were instructed to carry out an Owner-Builder Defects Report on specific building work/s. Our engagement is restricted to that of a Building Consultant and not of a Building Surveyor, as defined in the Building Act of 1993. Our inspection has therefore been a visual, non-invasive inspection of the "Owner Builder" work/s as stated in this report.

This report has been prepared to meet the requirements of Section 137B of the Building Act (1993) and is in no way to be considered a pre-purchase building inspection report. This report cannot be relied upon as evidence of the buildings suitability for purchase or to satisfy a contract of sale under the Sale of Land Act 1962.

This report is on domestic building works under section 137B of the building Act 1993 (Owner-Builder Construction). Only building works that have been completed within past 6 years and 6 months from the date of this report are included in this report.

The set criteria outlined for the purpose of this report as per the Building Act is as follows:

- Any defects found with the work/s - Unfinished or incomplete work/s - Identification of any second hand or reclaimed materials

This report has been produced for the purpose of disclosure and for only home improvements that have been brought to the inspector's attention by the seller/owner or builder. Any original or pre-existing areas of the property are not included in the scope of this report.

General maintenance or wear and tear that may have occurred since completion of any works that have been inspected and included in this report are also excluded.

Any defects, incomplete work or second hand materials detected are noted in the relevant sections of this report.

REASONABLE ACCESS:

Only areas to which safe and reasonable access is available were inspected. The Australian Standard 4349.0 defines extent of accessible areas "by the presence of safe and reasonable access, shall be determined by the inspector, based on the conditions encountered at the time of inspection."

Reasonable access does not include the use of destructive or invasive inspection methods, nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

NOTE:

1. Images shown in this report are only a representation (sample) of the what was comprehensively inspected for any specific area.

Weather Conditions

Overcast, Recent Rain

In Attendance

Client, Vendor

Occupancy

Vacant - Unfurnished

Building Type

Apartment

Reclaimed Materials

No reclaimed materials were noted to have been used at the time of inspection

Scope Of Works Inspected

The signatories of this report take no responsibility or liability for not including any works that have not been declared, in writing, by the seller/owner, conveyancer, agent or builder. Any original or pre-existing areas of the property are not included in this report.

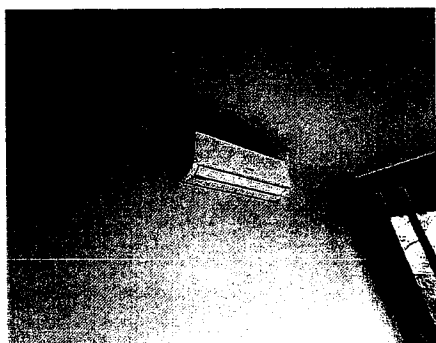
Compliance Certificates: Certified Works - No Certificates Presented

split system

Electrical &/or Plumbing works that have been done by licenced trades at this property in the last 6.5 years are listed above.

Upon completion of these works a certificate of compliance is required to be provided by the tradesperson. No certificates were viewed/presented to me for this report. Any further information relating to these certificates of compliance will need to be taken up with the vendor.

NOTE: Any electrical or plumbing works done by a licenced trade are not inspected for compliance as part of an owner builder defects inspection but noted only as completed works for reference.

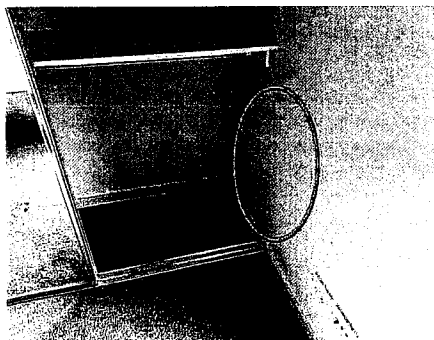


2: INTERIOR

Information

Walls: Plasterboard Work

The plasterboard sheeting in the noted area has been repaired. No visible defects were noted.

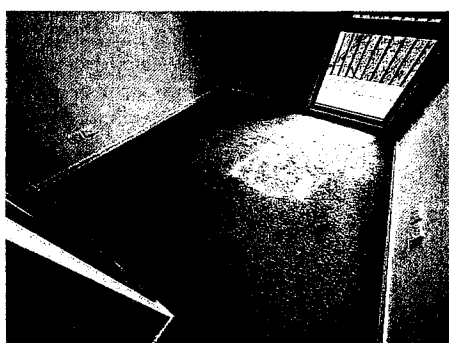


Walls: New Skirting/Architraves

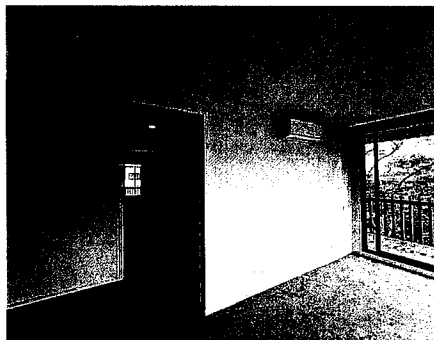
New skirting has been installed in the noted areas of the property. All inspected work was satisfactory.

**Floors: Carpet**

New carpet has been installed throughout areas of the property. No visible defects were noted.
Note: Images shown are only a sample of the total areas inspected.

**Interior Paint: Internal Painting**

All recently painted interior surfaces are satisfactory.
Note: Images shown are only a sample of the total areas painted.



3: THANK YOU

Information

Terms And Conditions: Signoff

The inspection has been carried out in accordance with the requirements of Section 137B of the Building Act 1993. The inspection and report are completed as requested by the client in accordance with these Terms and Conditions.

1. The report has been prepared in accordance with the requirements of Section 137B of the Building Act 1993 and the associated Building Acts and Regulations.

1.1 "Building" is defined in the Building Act 1993 as any structure, temporary building, temporary structure, or any part of a building or structure.

1.2 "Construct" in relation to a building, is defined in section 137B of the Building Act 1993 as to build, rebuild, erect or re-erect the building, make alterations to the building, enlarge or extend the building, manage or arrange any other person to do anything referred to above

2. The purpose of the inspection:

2.1 Areas for inspection shall cover all safe and accessible areas defined as those which can be accessed by a 3.6m ladder on the ground or those which have at least 650mm unimpeded vertical and horizontal clearance without the removal of furniture, fittings, cladding or lining materials, plants or soil. Such access does not include the use of destructive or invasive inspection methods nor does it include removing screws and bolts to access covers or cutting or making access traps or moving furniture, floor coverings or stored goods.

3. The Report covers only the building works carried out by the nominated Owner-Builder, as advised by the client. It is not a pre-purchase property inspection, within the meaning of AS4349.1, and therefore does not cover works carried out by anyone other than the Owner-Builder. Purchasers cannot rely on this report to ascertain the full condition of the building.

4. Materials noted as "reclaimed" or "second-hand" in this Report are required to be reported on for the purpose of insurance. Any reference to these items has been based on a visual inspection only and in the opinion of the inspector.

5. The scope of the inspection:

5.1 The report does not cover any part of the building located beneath the ground surface.

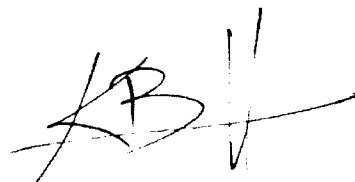
5.2 This report does not deal with non-standard inspections such as electrical installation or other specialist inspections (such as plumbing, hydraulics, mechanical services or geotechnical). Any works performed by a licenced trade requires a certificate of compliance. Copies of any certificates of compliance should be made available to the inspector to add to this report. An appropriately qualified or licensed contractor shall undertake such further inspections where no certificate of compliance has been provided.

5.3 The inspection will not look for timber pest activity. However, if timber pest damage is found then it will be reported.

6. No liability shall be accepted by the signatories of this report in the following circumstances:

- in respect to any defects referred to in this Report;
 - for advice given in this report beyond a refund of the inspection fee;
 - on an account of failure of the Report to notify any problems in the area(s) or section(s) of the subject property physically inaccessible for inspection, or to which access for Inspection is denied to the Inspector (including but not limited to or any area(s) or section(s) so specified by the Report);
 - for any building work undertaken without the requisite building permit from the relevant authority and the report does not identify such unauthorised building work or work that is not compliant with building regulations in force at the time;
 - for any loss, damage, cost or expense, whatsoever, suffered or incurred by any person or third-party entity other than the client whose name appears on front page of the Report in connection with the use of this Inspection Report, provided pursuant to this agreement by that person or third-party entity for any purpose or in any way, including the use of this report for any purpose connected with the sale, purchase, or use of the Property or the giving of security over the Property.
7. If plans, town planning, building permits, certificates of compliance etc are not available at the time of this inspection, it is the purchaser's responsibility to verify the legality of these works.
8. This Report is valid for a period of six (6) months from the date of the Report. As per section 137B(2)(a)(ii) of the Building Act 1993, this Report must be obtained not more than 6 months before the person enters into the contract to sell the building.

Kane Barnett
Colab Architects
Architect
ARBV Registration 51791



Certifier's Name	Dean Carmody	Licence No.	28124	Compliance Cert No.	Compliance Cert PIN
				17877913	3476

INSTALLATION ADDRESS

Site Address	APARTMENT 302 2 QUEEN ST			
Town/Suburb	BLACKBURN	Post Code	3130	

PLUMBING WORK INFORMATION

BELOW GROUND SANITARY DRAINS

Date of completion of plumbing work	13/02/2025	'As Laid' plans lodged	
Value of plumbing work	\$1,000 - \$4,999	Water Authority 'Consent to Connect' number	

TYPE OF WORK

GAS METER / LPG

Residential / Commercial	Residential	Authorisation number	
--------------------------	-------------	----------------------	--

SPECIALITY DETAILS

Modification details	X	Recreational vehicle's chassis number	
Cooling tower	X	Performance solution	X
6 Star Sustainability	X		

INSTALLATION INFORMATION

Mechanical services
Mechanical services – restricted to single head split systems

INSTALLATION DETAILS

Supply and install a Hisense J series HAWJ12KR 3.5kw inverter reverse cycle split system air conditioner to living room, with remote programable remote controller,

APPLIANCE/PRODUCT INFORMATION

DECLARATION

I certify that the above plumbing work complies in all respects with the plumbing laws as defined in Part 12A of the *Building Act 1993*.

The plumbing work was carried out by me or under my supervision			✓
I have inspected and tested the work started by another licensed practitioner. Any necessary further work was carried out by me or under my supervision			
The above compliance certificate details are correct and ready to be lodged with the VBA			✓
I provide this compliance certificate in accordance with 221ZH(2)(a) of the Building Act 1993 initiating the status of a signed document			✓
Compliance Certificate Status	Lodged	Date Lodged	14/02/2025

IMPORTANT NOTE TO PRACTITIONERS

A misstatement of fact, including an omission, is an offence under the *Building Act 1993*.

This Compliance Certificate must be given to the owner/consumer (or if issued to a building practitioner or person other than the owner/consumer), then that person must give it to the consumer within five (5) days of receipt.

IMPORTANT NOTE TO CONSUMERS

Information on this Compliance Certificate has been given to the Victorian Building Authority (VBA) in accordance with the *Building Act 1993*. The information also assists the VBA for its statutory functions to monitor and enforce compliance under that Act and for statistical purposes in a way that does not identify consumers. At www.vba.vic.gov.au you may view the details of this Compliance Certificate by using the Compliance Certificate number and PIN number in the top right corner of this Compliance Certificate, and also view the VBA's Privacy Policy. All work subject to a Compliance Certificate carries insurance to protect the owner/consumer against defective work by a plumbing practitioner. You should retain your Compliance Certificate for six (6) years as evidence of your cover.

Certificate of Electrical Safety

Non-Prescribed Electrical Installation Work

Electricity Safety Act 1998, Electricity Safety (General) Regulations 2019



N5 0355 8018 7

CERTIFICATE OF COMPLIANCE

Responsible Person

REC registration no. REC-31397 Telephone no. 0411619200

Name M Ward electrical

Address 3 VICKI ST CROYDON VIC 3136

Licensed Electrical Worker

Licence no. A61423

Name Max Thomas Ward

Details of Electrical Installation

Address APARTMENT 302 2 QUEEN ST BLACKBURN VIC 3130

NMI -- Lot number (where applicable only) --

Description of Non-Prescribed Work

Disconnected old split system.
hard wired new split system with double pole isolation switch

I, Max Thomas Ward, who carried out the electrical installation work described above, certify that the electrical work has passed all the required tests and complies in all respects with the Electricity Safety Act 1998 and the Electricity Safety (General) Regulations.

Date of Completion

03 March 2025

Date of Certification

03 March 2025

Please note: You may be contacted if the electrical installation work described on this certificate is selected for audit. Auditing is carried out by representatives of Energy Safe Victoria. We use and manage your personal information in accordance with our Privacy Policy, which can be viewed on our website.

Energy Safe Victoria
Level 22, 2 Southbank Boulevard
Southbank VIC 3006

P 03 9203 9700
E info@energysafe.vic.gov.au

www.energysafe.vic.gov.au



VENDOR: Joseph Hoi Tong Fung and Yim Yi Fung

PROPERTY: 302/2 Queen Street, Blackburn 3130

SECTION 32 STATEMENT

**COSTANZO
LAWYERS
Suite 2, 261-265
BLACKBURN ROAD
DONCASTER EAST VIC 3109
TEL: (03) 9894 5888
FAX: (03) 9894 5588
EMAIL: connie@costanzolawyers.com.au
DX 38406 DONBURN
REF: CC:25/0595**