

First Class Legal

YOUR PARTNER IN PROPERTY

WARREN JOHN FERGUSON AND MARADY MEY

to

CONTRACT OF SALE OF REAL ESTATE

Property: G 8, 112-124 Middleborough Road, Blackburn South, VIC, 3130

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Ref: 25/07825



Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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* (Vic))

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* (Vic) 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* (Vic).

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WARNING TO ESTATE AGENTS

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

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* (Vic).

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

State nature of authority (if applicable):

.....

Signature of individual

WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

.....

Name of individual

State nature of authority (if applicable):

.....

Signature of individual

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* (Vic)

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

Warren John Ferguson

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

WHERE SIGNATORY IS AN INDIVIDUAL

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

for and on behalf of:

Marady Mey

.....
Name of individual

.....
Signature of individual

State nature of authority (if applicable):

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

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Particulars of Sale

Vendor's estate agent

Vendor Advocacy Australia Pty. Ltd. in conjunction with O'Brien Real Estate Blackburn
98 South Parade, Blackburn VIC 3130
Email: anthony.molinaro@obrienrealestate.com.au
Tel: 03 9894 2044 Mob: 0411 061 796 Ref: Anthony Molinaro

Vendor

Warren John Ferguson and Marady Mey

Vendor's legal practitioner or conveyancer

First Class Legal
Suite 2, 14 Albert Street, Blackburn VIC 3130
Email: diana@firstclasslegal.com.au
Tel: 1300 956 321 Ref: 25/07825

Purchaser

Name:
.....
Address:
ABN/ACN:
Email:

Purchaser's legal practitioner or conveyancer

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

Land (general conditions 7 and 13)
The land is described in the table below:

Certificate of Title reference		being lot	on plan
Volume	12279	Folio 786	8G 721868J

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

The land includes all improvements and fixtures.

Property address

The address of the land is: **G 8, 112-124 Middleborough Road, Blackburn South, VIC, 3130**

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

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

Payment

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

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

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

Settlement (general conditions 17 & 26.2)

OUR OFFICE IS CLOSED FOR SETTLEMENT BOOKINGS BETWEEN MONDAY 22 DECEMBER, 2025 AND TUESDAY 6 JANUARY, 2026. PLEASE DO NOT CHOOSE A SETTLEMENT DATE DURING THIS PERIOD.

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 21st 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 residential tenancy for a fixed term ending on _____

OR

☐ a periodic tenancy determinable by notice _____

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: _____

Loan amount: no more than _____ Approval date: _____

Building report – See Special Condition 1 – applies only if the box is checked

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

Pest report – See Special Condition 2 - applies only if the box is checked

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

Vendor/Supplier GST withholding notice
Pursuant to section 14-255 Schedule 1 Taxation Administration Act 1953 (Cwlth)
Notice to Purchaser

Vendor: Warren John Ferguson and Marady Mey

Property: G 8, 112-124 Middleborough Road, Blackburn South, VIC, 3130

Certificate of Title: Volume 12279 Folio 786 being Lot 8G on Plan of Subdivision 721868J.

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

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.*

☐ 1. BUILDING REPORT

General condition 21 is deleted and replaced with the following:

This Contract is conditional upon the purchaser at their own expense obtaining a building report from an inspector duly qualified in accordance with the Australian Standards for pre-purchase inspections within _____ days from the date the purchaser signs the Contract. The Purchaser may end the Contract if 1(a) and (b) below are complied with within _____ days of the date the purchaser signs the Contract of Sale and on the following basis:

- (a) The report shows any defect on any structure on the land which is determined to be a major structural defect;
- (b) A copy of the report together with a written notice formally ending the Contract of Sale is provided to the Vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service;

All monies paid by the Purchaser will be refunded in full.

☐ 2. PEST REPORT

General condition 22 is deleted and replaced with the following:

This Contract is conditional upon the purchaser at their own expense obtaining a pest inspection report from an inspector who is duly qualified in accordance with the Australian Standards for pre-purchase inspections within _____ days from the date the purchaser signs the Contract. The Purchaser may end the Contract if 2(a) and (b) below are complied with within _____ days of the date the purchaser signs the Contract of Sale and on the following basis:

- (a) The report shows a major pest infestation of any structure on the land;
- (b) A copy of the report together with a written notice formally ending the Contract of Sale is provided to the Vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service;

All monies paid by the Purchaser will be refunded in full.

☒ 3. PURCHASER'S ACKNOWLEDGEMENTS

The Property is sold subject to any restrictions as to use under any order, plan, scheme, regulation or by-law contained in or made pursuant to the provisions of any legislation. No such restriction shall constitute a defect in the Vendor's title and the Purchaser shall not make any requisition or objection nor be entitled to any compensation from the Vendor in respect thereof or delay payment of the price.

The Purchaser acknowledges having inspected the property hereby sold and save as is otherwise expressly provided acknowledges that they are 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.

The Purchaser acknowledges that there are no conditions warranties or other matters affecting the sale other than those embodied herein and that no representations or statements of any kind have been made either orally or in writing by the Vendor or its Agents which induced the Purchaser to enter into this Contract. The Purchaser further acknowledges that the Vendor has not nor has anyone on the Vendor's behalf made any representation or warranty as to the fitness for any particular purpose or in relation to any other matter in respect to the property sold and the Purchaser expressly releases the Vendor and/or his servants or agents from any claims or demands in respect thereof. The Purchaser shall not be entitled to rely on any representation alleged to have been made by the Vendor or their Agent such as are not made conditions of the Contract.

☒ 4. PLANNING

The property is sold subject to any restriction as to user imposed by law or by any Authority with power under any legislation to control the use of land. Any such restriction shall not constitute a defect in Title or a matter of Title or effect the validity of this Contract and the Purchaser shall not make any requisition or objection or claim or be entitled to compensation or damages from the Vendor in respect thereof.

☒ 5. DUE DILIGENCE CHECKLIST

The Purchaser hereby acknowledges having received from the Vendor a Due Diligence Checklist and a signed Section 32 Statement prior to signing the Contract of Sale hereof.

☒ 6. GUARANTEE

In the event that the Purchaser is a corporate entity then the Director/s signing on behalf of the Corporate Purchaser shall execute the Contract and shall warrant that same is done lawfully in accordance with the Constitution of the Purchaser Company and further shall cause either the Sole Director or at least two Directors of the Purchaser Company to execute the form of Guarantee and Indemnity annexed hereto and marked Annexure "A".

☒ 7. FOREIGN INVESTMENT REVIEW BOARD

The Purchaser warrants that in the event that he or she is a person as defined by the *Foreign Acquisitions & Takeovers Act 1975* all requirements of the Act have been observed and that any loss occasioned by a breach of such warranty shall form the basis of damages recoverable from the Purchaser.

☒ 8. STAMP DUTY – PURCHASER BUYING UNEQUAL INTERESTS

- (a) If there is more than one Purchaser, it is the Purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property ("the proportions").
- (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 variation.
- (c) The Purchasers fully indemnify the Vendor, the Vendor's agent and the Vendor's legal practitioner and/or conveyancer 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.
- (d) This Special Condition will not merge on completion.

☒ 9. SETTLEMENT RE-SCHEDULING FEE

The Purchaser agrees to pay the Vendor's Solicitor's costs of \$385.00 (GST inclusive) to reschedule settlement should the Purchaser default and fail to settle on the agreed settlement date. The re-scheduling fee is to be paid to the Vendor's Solicitors at settlement.

☒ 10. CHRISTMAS AND NEW YEAR CLOSURE PERIOD

- 10.1 Where a settlement date is chosen during the Christmas and New Year period of Monday 22 December to Tuesday 6 January, 2026 (the closure period), the Vendor and Purchaser agree that the settlement date will be extended to Wednesday 7 January, 2026 without penalty to either the Vendor or Purchaser.
- 10.2 The Vendor and Purchaser agree that neither party has the right to charge penalty interest, pursue additional costs or issue a Default Notice and/or Default and Rescission Notice on the other party due to failure to complete this Contract of Sale during the closure period referred to in Special Condition 10.1.
- 10.3 Neither party may make any objection, requisition, or claim for any compensation in respect of any matter referred to in Special Conditions 10.1 and 10.2.
- 10.4 Should settlement be extended as a result of the Purchaser's inability to settle by close of business Friday 19 December 2025, settlement will be delayed until Wednesday 7 January, 2026. For the avoidance of doubt, the Vendor/s reserve their right to serve a Default Notice and/or Default and Rescission Notice on the Purchaser at any time after

the Purchasers are deemed to be in default of the contract. The Purchaser shall also be responsible for the Vendor's losses including but not limited to the payment of the following which are to be paid at settlement:

- Vendor's legal fees pursuant to Special Condition 9;
- Penalty interest pursuant to General Condition 33;
- Payment in full of the Vendor's 2026 land tax liability.

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
 - (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.
- 1.4 The vendor must ensure that at or before settlement, the purchaser receives –
- (a) a release from the secured party releasing the property from the security interest; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.
- 11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –
- (a) that –
 - (i) the purchaser intends to use predominantly for personal, domestic or household purposes; and
 - (ii) has a market value of not more than \$5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act 2009* (Cth), not more than that prescribed amount; or
 - (b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.
- 11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –
- (a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or
 - (b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.
- 11.7 A release for the purposes of general condition 11.4(a) must be in writing.
- 11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.
- 11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.
- 11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.
- 11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay – as though the purchaser was in default.
- 11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.
- 11.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 11 unless the context requires otherwise.

12. DOMESTIC BUILDING INSURANCE

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

13. GENERAL LAW LAND

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

Money

14. DEPOSIT

- 14.1 The purchaser must pay the deposit –
 - (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or
 - (c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.
- 14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit –
 - (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 14.3 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 14.4 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.
- 14.5 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act 1962* (Vic) to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.
- 14.6 Payment of the deposit may be made or tendered –
 - (a) in cash up to \$1,000 or 0.2% of the price, whichever is greater; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or

- (c) by electronic funds transfer to a recipient having the appropriate facilities for receipt.

However, unless otherwise agreed –

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

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

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

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition –

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

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

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

- (a) settlement;
- (b) the date that is 45 days before the bank guarantee expires;

- (c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and
- (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

17. SETTLEMENT

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

18. ELECTRONIC SETTLEMENT

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

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

 - (a) the electronic lodgement network operator to conduct all the financial and lodgement aspects of the transaction after the workspace locks must be one which is willing and able to conduct such aspects

of the transaction in accordance with the instructions of all the subscribers in the workspaces of all the electronic lodgement network operators after the workspace locks;

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

18.6 Settlement occurs when the workspace records that –

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

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

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

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

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

18.9 The vendor must before settlement –

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

19. GST

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

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

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

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

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

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

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

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

- (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.

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

19.7 In these general conditions –

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

20. LOAN

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

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

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

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

21. BUILDING REPORT

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

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

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

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

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

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

22. PEST REPORT

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

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

- (a) obtains a written report from a pest inspector which is prepared in accordance with the relevant Australian Standard approved on behalf of the Council of Standards Australia and which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;
- (b) gives the vendor a copy of the report and a written notice ending this contract; and
- (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
 - (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
 - (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 –
 - (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner; or
 - (d) by email.
- 27.4 Any document properly sent by –

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

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

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

28. NOTICES

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

29. INSPECTION

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

30. TERMS CONTRACT

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

time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

32. BREACH

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

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

Default

33. INTEREST

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

34. DEFAULT NOTICE

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

35. DEFAULT NOT REMEDIED

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

ANNEXURE A
DIRECTOR’S GUARANTEE

We.....

Of.....

(Hereinafter called “the Guarantors”) which expression shall mean and include its successors in consideration of the within named Vendor selling to the within named Purchaser at its request the land described in the within Contract of Sale for the price and upon the terms and conditions therein set forth HEREBY COVENANT with the said Vendor that if at any time default shall be made in the payment of the residue of purchase money or interest or other monies payable by the Purchaser to the Vendor under the within Contract of Sale or any substitute Contract or in the performance or observance of any term or condition of the within Contract of Sale or any substituted Contract to be performed and observed by the purchaser we will forthwith on demand by the Vendor pay to the Vendor the whole of such residue of purchase money, interest or other monies which shall then be due and payable to the Vendor and will keep the Vendor indemnified against all loss of purchase money, interest and other monies payable under the within Contract or any substituted Contract and all losses costs charges and expenses whatsoever which the Vendor may incur by reason of any default as aforesaid on the part of the Purchaser. This Guarantee shall be a continuing Guarantee and shall not be released by neglect or forbearance on the part of the Vendor in enforcing payment of any of the monies payable under the within or any substituted Contract or the performance or observance of any of the agreements obligations or conditions under the within Contract or any substituted Contract or for the time being given to the Purchaser for any such payment performance or observance or by any other thing which under the Law relating to sureties would but for this provision have the effect of releasing the Guarantor.

Words importing the singular number only shall include the plural number and words importing the plural only shall include the singular number and words importing the masculine gender shall include the feminine and/or Corporation as the case may require.

IN WITNESS WHEREOF this Guarantee has been executed on the..... day of
..... 20.....

Signed by the said)
in the presence of)
.....

Signed by the said)
in the presence of)
.....



WARREN JOHN FERGUSON AND MARADY MEY

VENDOR STATEMENT

Property: G 8, 112-124 Middleborough Road, Blackburn South, VIC, 3130

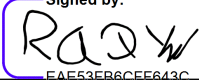
First Class Legal
Suite 2, 14 Albert Street
Blackburn VIC 3130
Email: diana@firstclasslegal.com.au
Tel: 1300 956 321
Ref: 25/07825

Vendor Statement

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

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

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

Land	G 8, 112-124 Middleborough Road, Blackburn South, VIC, 3130	
Vendor's name	Warren John Ferguson	Date 11/11/2025
Vendor's signature	Signed by:  08B212CF4DC94C8...	
Vendor's name	Marady Mey	Date 11/11/2025
Vendor's signature	Signed by:  EAE53FB6CFF643C...	
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		
Purchaser's name		Date
Purchaser's signature		

1. FINANCIAL MATTERS

1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings

- (a) Their total does not exceed \$5,600.00.
- (b) The Purchaser may become liable for land tax in the future depending on other land ownership and future use. See attached Property Clearance Certificate for further information.
- (c) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in the items above; other than any amounts described below:
Not applicable.

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

Not applicable.

1.3 Terms Contract

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

Not Applicable.

1.4 Sale Subject to Mortgage

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

Not Applicable.

1.5 Land Subject to Tax Reform Scheme

- (a) The land is not land tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.
- (b) The AVPCC (within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 Act) most recently allocated to the land is 125.3.
- (c) If the land is land tax reform scheme land, the entry date of the land becoming land tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024 is as follows: Not applicable.

2. INSURANCE

2.1 Damage and Destruction

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

Not Applicable.

2.2 Owner Builder

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

Not Applicable.

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

- (a) A description of any easement, covenant or other similar restriction affecting the land (whether registered or unregistered): -

- Is in the attached copies of title documents and property enquiry certificates.

The Purchaser should note there may be sewers, drains, water pipes, underground and/or overhead electricity or telephone cables, underground gas pipes which are laid outside registered easements and which are not required to be registered on the lot on the Plan of Subdivision.

- (b) Particulars of any existing failure to comply with that easement, covenant or other similar restriction are:

To the best of the vendors knowledge there is no existing failure to comply with the terms of any easement, covenant or other similar restriction unless referred to in the attached property enquiry certificates.

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

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

3.4 Planning Scheme

Attached is a certificate with the required specified information.

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

None to the knowledge of the Vendor. The vendor has no way of knowing the contents of any of the documents referred to above unless communicated to the vendor by the relevant public authority or government department.

Agricultural Chemicals

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

Nil.

4.2 Compulsory Acquisition

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

Nil.

5. BUILDING PERMITS

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

Are contained in the attached certificate.

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (“GAIC”)

Not applicable.

8. SERVICES

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

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

9. TITLE

Attached are copies of the following documents:

9.1 Registered Title

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

10. SUBDIVISION

10.1 Unregistered Subdivision

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

Not Applicable.

10.2 Staged Subdivision

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

Not Applicable.

10.3 Further Plan of Subdivision

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

Not Applicable.

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 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);

Not Applicable.

12. DUE DILIGENCE CHECKLIST

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

Is attached.

13. ATTACHMENTS

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

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

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

Register Search Statement Volume 12279 Folio 786
Plan of Subdivision 721868J
Covenant 2520009
Section 173 Agreement AM164751J
Owners Corporation Basic Report
Whitehorse City Council Land Information Certificate
Occupancy Permit
Yarra Valley Water Information Statement
Property Clearance Certificate (Land Tax)
Owners Corporation Certificate
Planning Certificate

Planning Property Report
Owner Builder Inspection Report
Due Diligence Checklist

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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 12279 FOLIO 786

Security no : 124129406562W
Produced 28/10/2025 01:20 PM

LAND DESCRIPTION

Lot 8G on Plan of Subdivision 721868J.
PARENT TITLE Volume 10627 Folio 474
Created by instrument PS721868J 22/01/2021

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
WARREN JOHN FERGUSON
MARADY MEY both of UNIT 8G 112-124 MIDDLEBOROUGH ROAD BLACKBURN SOUTH VIC
3130
AU024890H 08/02/2021

ENCUMBRANCES, CAVEATS AND NOTICES

COVENANT 2520009

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

AGREEMENT Section 173 Planning and Environment Act 1987
AM164751J 08/09/2015

DIAGRAM LOCATION

SEE PS721868J FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NIL

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

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

Street Address: UNIT 112-124 MIDDLEBOROUGH ROAD BLACKBURN SOUTH VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control 16113V FIRST CLASS LEGAL PTY LTD
Effective from 08/02/2021

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS721868J

DOCUMENT END

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Document Identification	PS721868J
Number of Pages (excluding this cover sheet)	14
Document Assembled	28/10/2025 18:20

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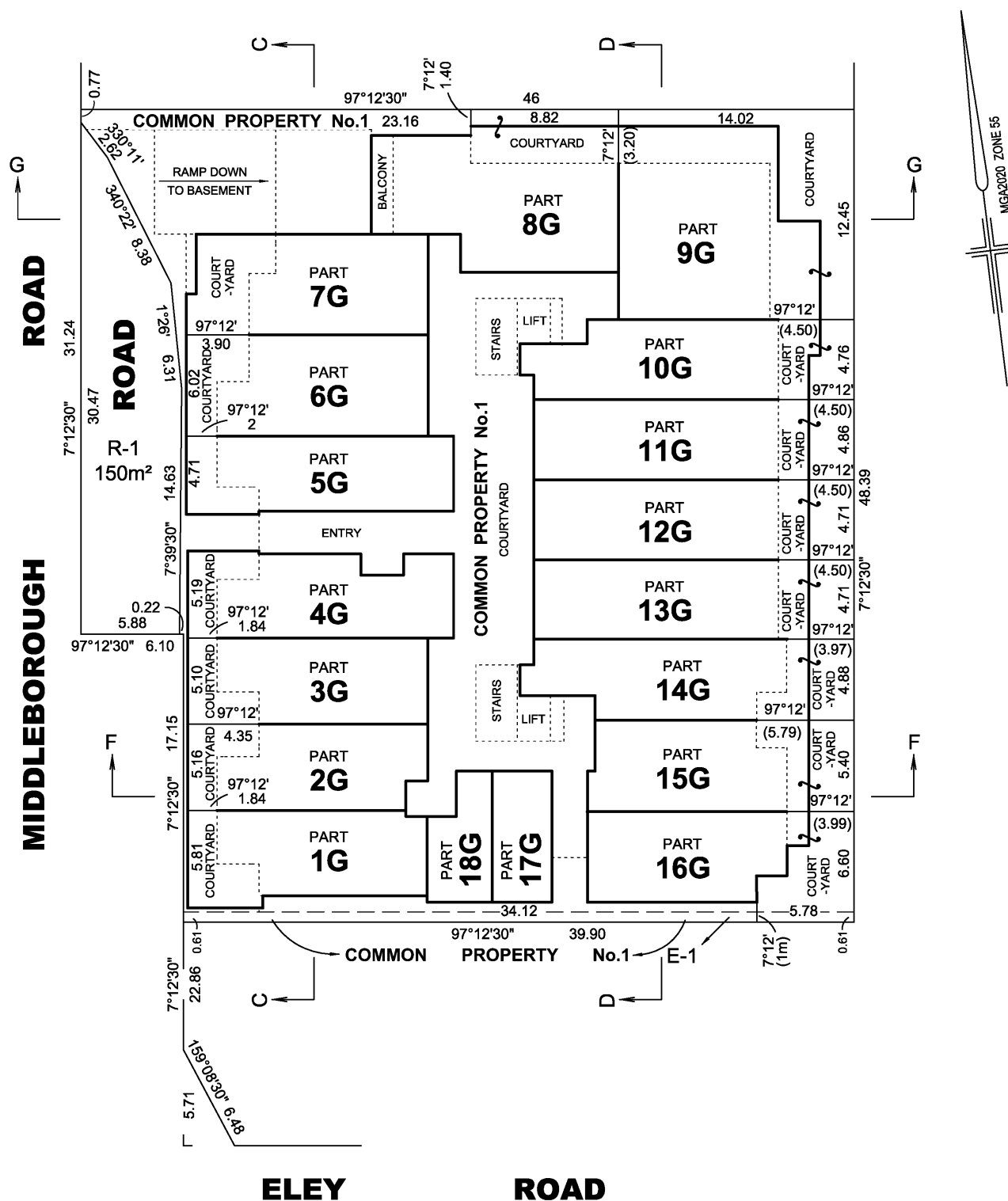
Signed by Council: Whitehorse City Council, PP Ref: WH/2015/260, Cert Ref: CRT/5967, Original Certification: 06/05/2020, Recertification: 14/12/2020, S.O.C.: 14/12/2020

SUBDIVISION ACT 1988		PLAN OF SUBDIVISION		EDITION 1		PLAN NUMBER PS721868J	
LOCATION OF LAND				COUNCIL NAME : WHITEHORSE CITY COUNCIL			
PARISH: NUNAWADING							
TOWNSHIP: ----							
SECTION: ----							
CROWN ALLOTMENT: ----							
CROWN PORTION: 98 (PART)							
TITLE REFERENCES: VOL.10627 FOL.474							
LAST PLAN REFERENCE: PS445896R, LOT 2							
POSTAL ADDRESS: 112-124 MIDDLEBOROUGH ROAD (at time of subdivision) BLACKBURN SOUTH, VIC 3130							
MGA CO-ORDINATES: E 335 818 ZONE: 55 (of approximate centre of land in plan) N 5 809 701 GDA 2020							
VESTING OF ROADS OR RESERVES				ARIES - MIDDLEBOROUGH ROAD			
IDENTIFIER		COUNCIL / BODY / PERSON		NUMBER OF LOTS IN THIS PLAN: 44 LOTS			
ROADS, R-1		WHITEHORSE CITY COUNCIL		TOTAL AREA OF LAND IN THIS PLAN: 2 121m²			
				DEPTH LIMITATION: DOES NOT APPLY			
NOTATIONS							
COMMON PROPERTY No.1 IS ALL THE LAND IN THE PLAN EXCEPT THE LOTS.				ALL COLUMNS, INTERNAL SERVICE DUCTS, CONDUITS, PIPE SHAFTS AND ELECTRICITY CONSUMER MAINS CABLES WITHIN THE BUILDING ARE DEEMED TO BE PART OF COMMON PROPERTY No.1.			
BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.				THE POSITIONS OF THESE COLUMNS, DUCTS, CONDUITS, SHAFTS AND CABLES HAVE NOT NECESSARILY BEEN SHOWN ON THE DIAGRAMS CONTAINED HEREIN.			
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS:				ALL CAR STACKER MECHANISMS, UPRIGHT SUPPORTS AND PLATFORMS ARE DEEMED TO BE PART OF COMMON PROPERTY No.1			
INTERIOR FACE: ALL BOUNDARIES (REFER TO SEC 10 (4) SUBDIVISION (REGISTRARS REQUIREMENTS) REGULATIONS 2011).				LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS.			
THE STRUCTURE OF ANY WALL, FLOOR, CEILING, WINDOW, DOOR OR BALUSTRADE WHICH DEFINES BOUNDARIES IS CONTAINED WITHIN COMMON PROPERTY No.1.				FOR DETAILS OF OWNERS CORPORATION(S) INCLUDING; PURPOSE, RESPONSIBILITY AND ENTITLEMENT AND LIABILITY, SEE OWNERS CORPORATION SEARCH REPORT, OWNERS CORPORATION RULES AND OWNERS CORPORATION ADDITIONAL INFORMATION.			
				REFER TO SHEET 2 FOR LOT INDEX			
				EASEMENTS ARE SHOWN THUS - - - - -			
				BUILDING ELEMENTS (NON-BOUNDARY) ARE SHOWN THUS			
EASEMENT INFORMATION							
LEGEND: A - APPURTENANT EASEMENT E - ENCUMBERING EASEMENT R - ENCUMBERING EASEMENT (ROAD)						STAGING: THIS IS NOT A STAGED SUBDIVISION PLANNING PERMIT No.	
PURSUANT TO SECTION 12(2) OF THE SUBDIVISION ACT 1988 PART TO THE LAND IN THIS PLAN MAY BE AFFECTED BY IMPLIED EASEMENTS SET APART IN PS445896R SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLIES TO ALL OF THE LAND IN THIS PLAN							
EASEMENT REFERENCE	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED /IN FAVOUR OF			
E-1	PASSAGEWAY	0.61	LP44949	LOTS ON LP44949			
						SURVEY: THIS PLAN IS BASED ON SURVEY	
						THIS SURVEY HAS BEEN CONNECTED TO PERMANENT MARKS No(s). -----	
						IN PROCLAIMED SURVEY AREA No. -----	
REF: 22257/PS	VERSION: E	DATE: 25/11/20 22257-0-PS-M-E.DGN		ORIGINAL SHEET SIZE A3		SHEET 1 OF 13 SHEETS	
REEDS Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au				LICENSED SURVEYOR ALAN DAVID NORMAN		PLAN REGISTERED TIME: 02:35pm DATE: 22/01/2021 H.L. Assistant Registrar of Titles	

Digitally signed by: Alan David Norman, Licensed Surveyor, Surveyor's Plan Version (E) SPEAR Ref: S065906B 09/12/2020

DIAGRAM G **GROUND LEVEL AND** **GROUND STOREY**

PLAN NUMBER
PS721868J



PART LOTS 17G AND 18G
ARE THREE STOREY LOTS.
THEY ALSO APPEAR ON
DIAGRAM 3 SHEET 5 AND
DIAGRAM 4 SHEET 6

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SCALE
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5 0 5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
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SHEET 3

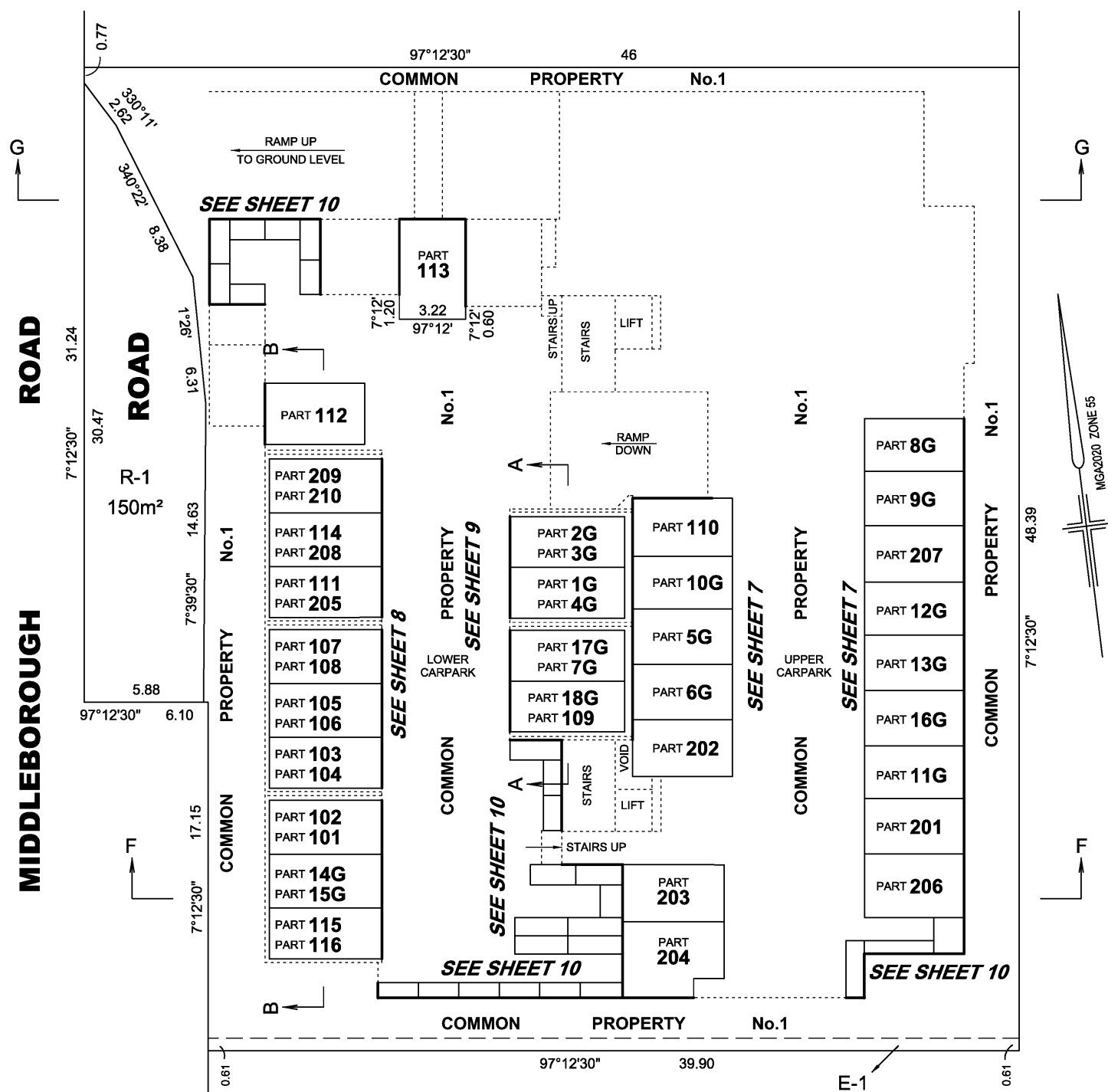
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p (03) 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

LICENSED SURVEYOR
ALAN DAVID NORMAN

DIAGRAM B BASEMENT

PLAN NUMBER
PS721868J

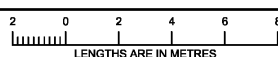


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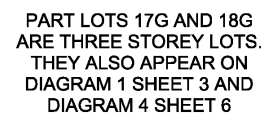
SHEET 4

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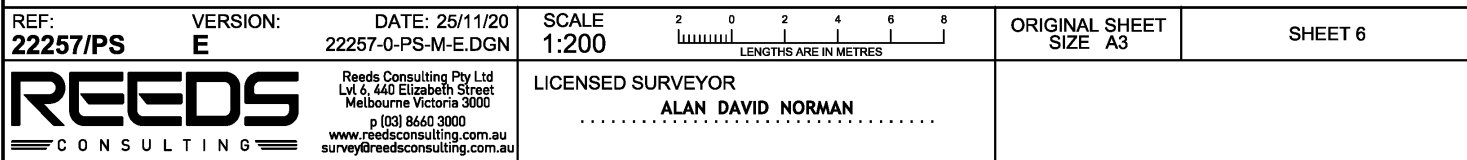
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SHEET 5

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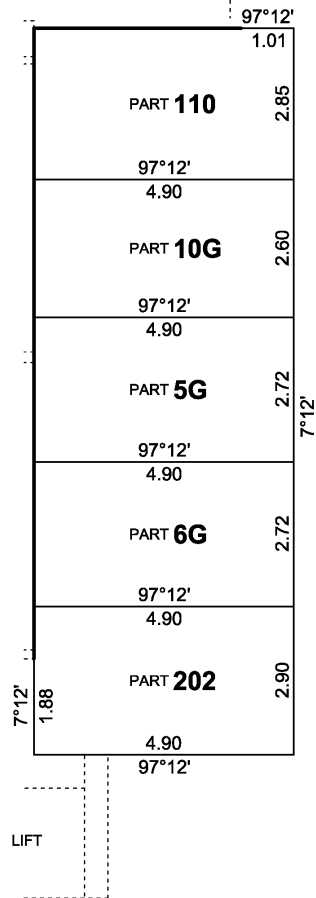
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PLAN NUMBER
PS721868J

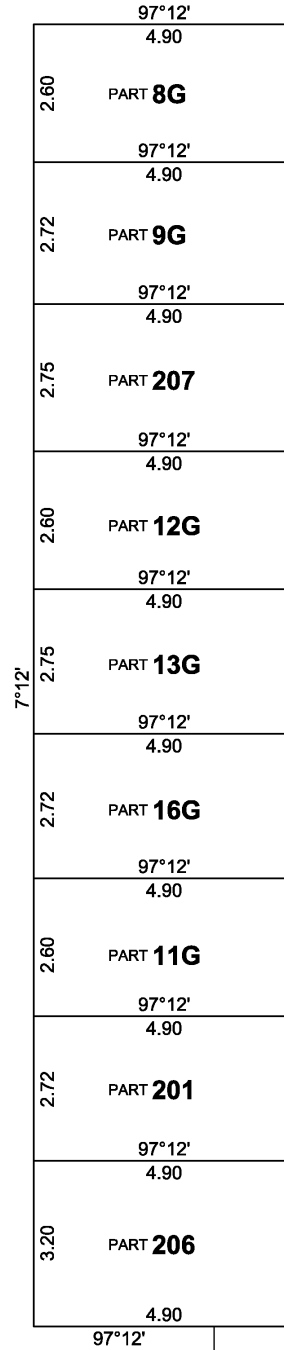
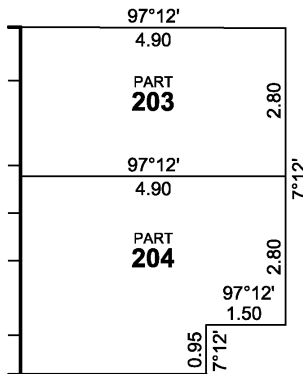
SEE SHEET 4



SEE SHEET 9



SEE SHEET 10



SEE SHEET 10

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SHEET 7

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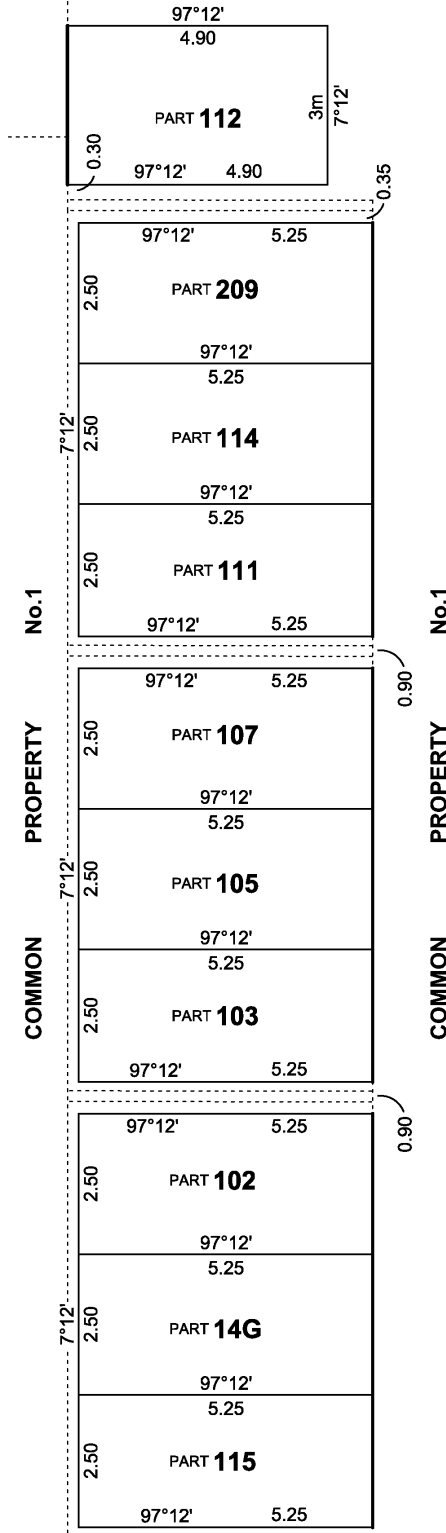
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PLAN NUMBER

PS721868J

ENLARGEMENT UPPER TRAY CAR STACKER DIAGRAM B (PART) BASEMENT

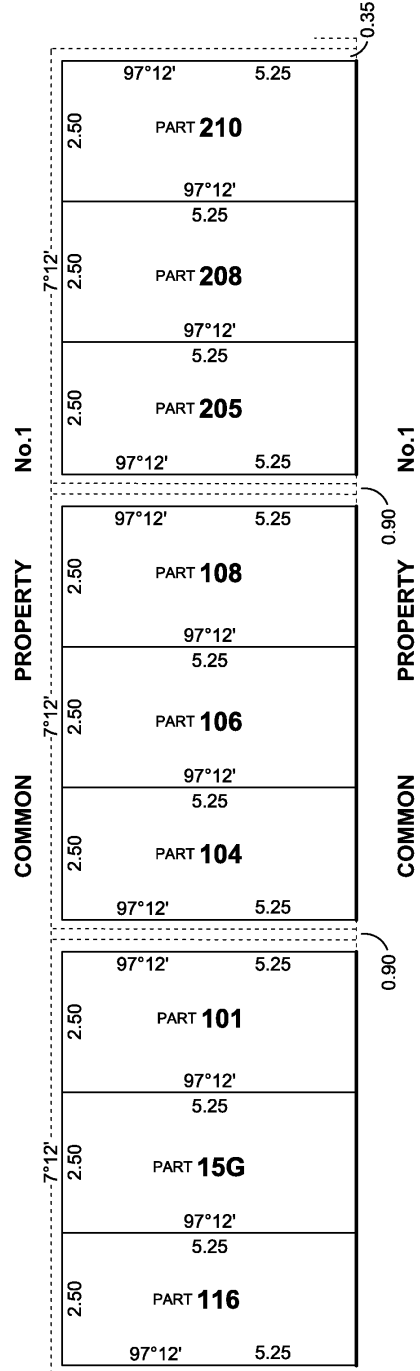
SEE SHEET 4



SEE SHEET 4

ENLARGEMENT LOWER TRAY CAR STACKER DIAGRAM B (PART) SUB BASEMENT

SEE SHEET 4



SEE SHEET 4



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SHEET 8

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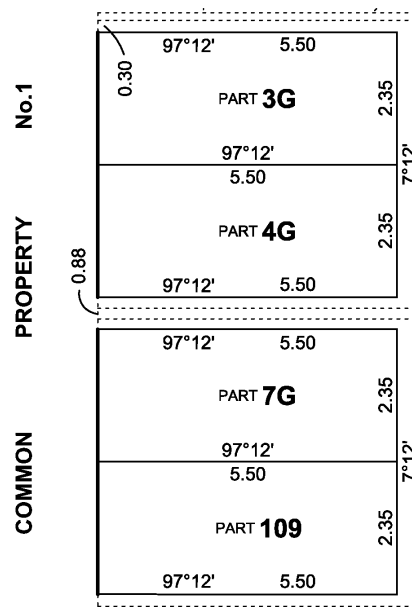
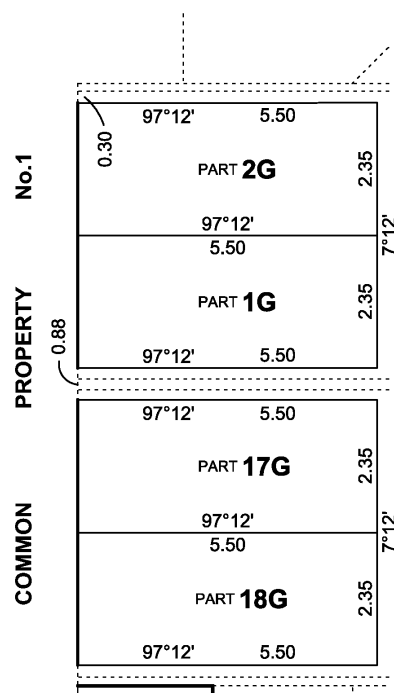
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PS721868J

**ENLARGEMENT
UPPER TRAY CAR STACKER
DIAGRAM B (PART)
BASEMENT**

**ENLARGEMENT
LOWER TRAY CAR STACKER
DIAGRAM B (PART)
SUB BASEMENT**

SEE SHEET 4

SEE SHEET 4

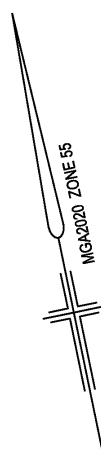


SEE SHEET 10

SEE SHEET 10

SEE SHEET 7

SEE SHEET 7



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22257-0-PS-M-E.DGN

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ORIGINAL SHEET
SIZE A3

SHEET 9

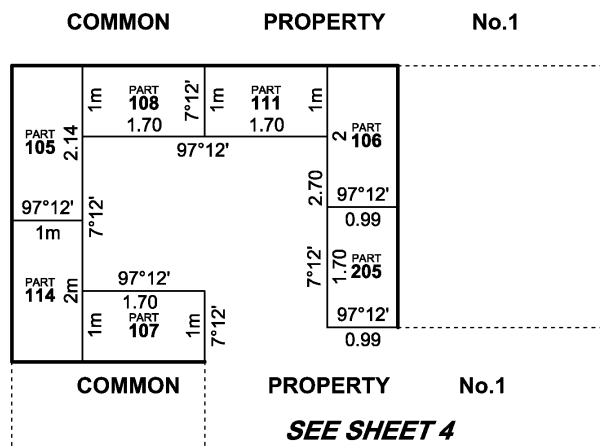
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Melbourne Victoria 3000
p (03) 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

LICENSED SURVEYOR
ALAN DAVID NORMAN

ENLARGEMENT STORES DIAGRAM B (PART) BASEMENT

PLAN NUMBER
PS721868J



No.1

SEE SHEET 4

PROPERTY

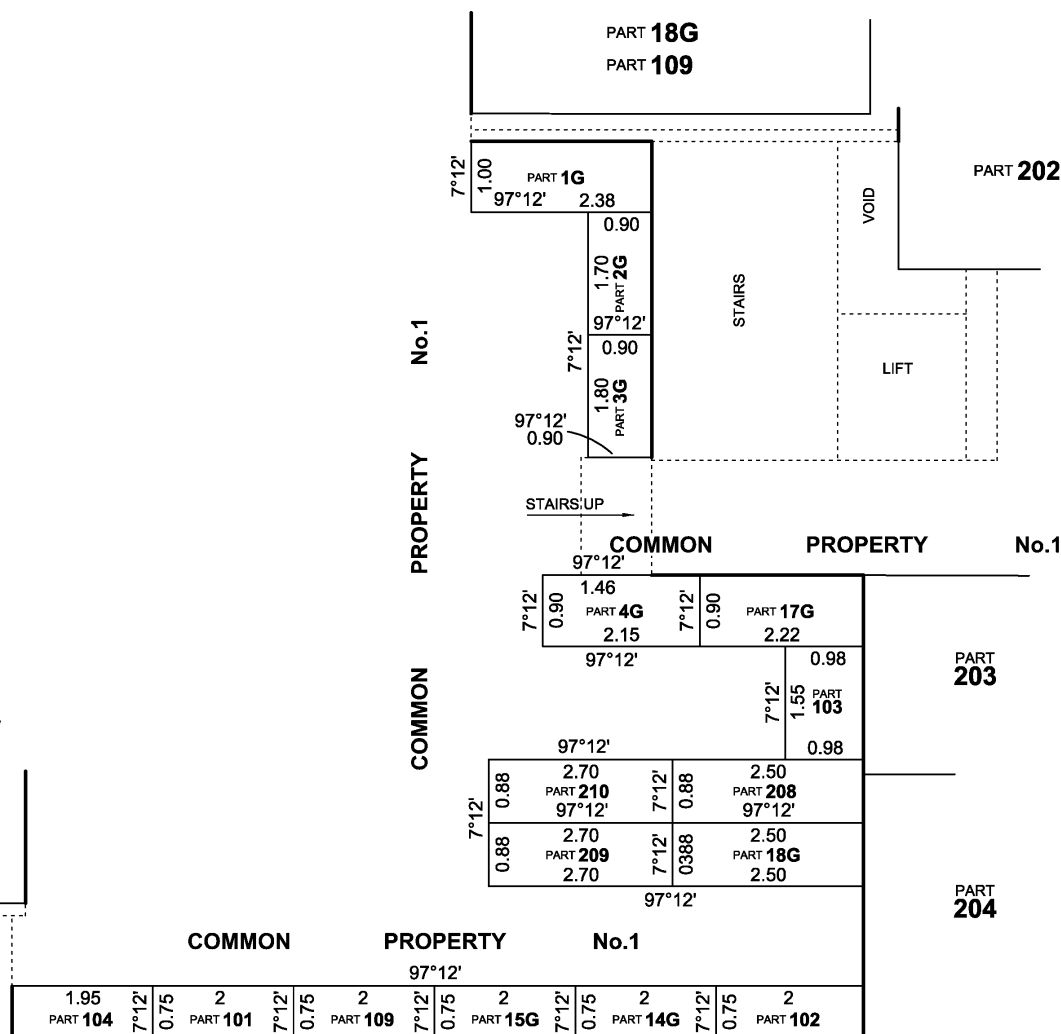
COMMON

SEE SHEET 4



SEE SHEET 4

PART 115
PART 116



REF:
22257/PS

VERSION:
E

DATE: 25/11/20
22257-0-PS-M-E.DGN

NOT TO SCALE

ORIGINAL SHEET
SIZE A3

SHEET 10

REEDS
CONSULTING

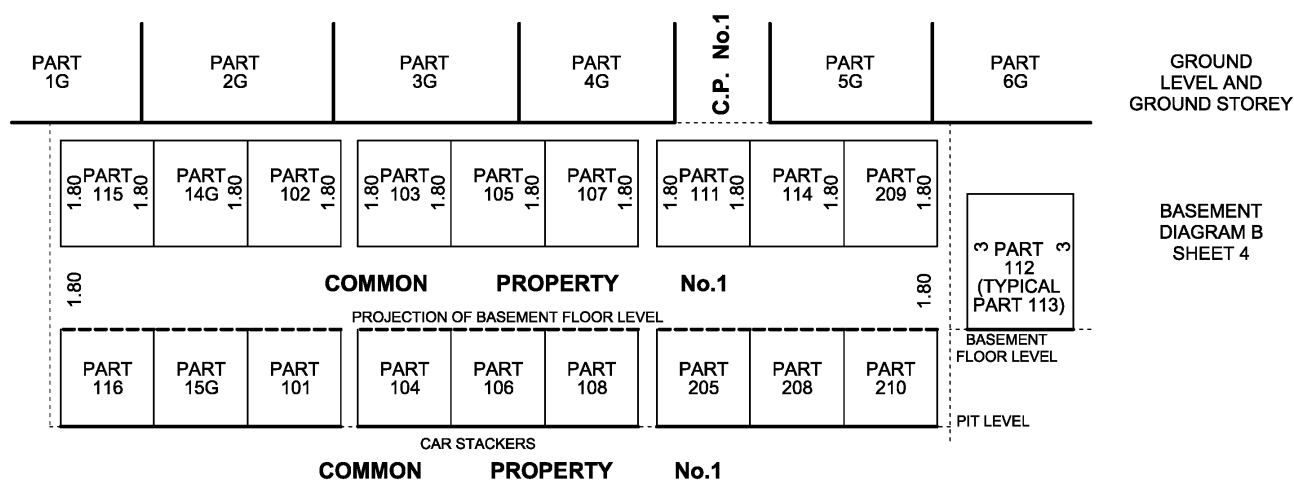
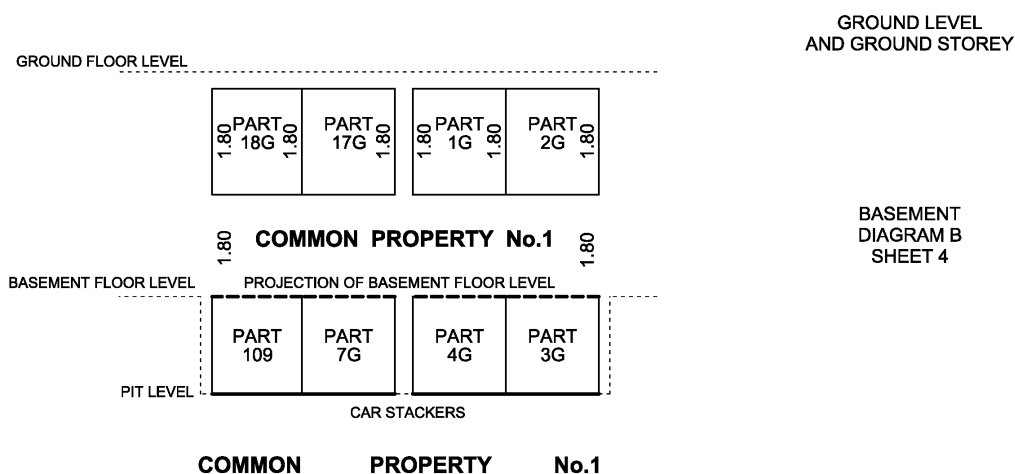
Reeds Consulting Pty Ltd
Lvl 6, 440 Elizabeth Street
Melbourne Victoria 3000
p (03) 8660 3000
www.reedsconsulting.com.au
survey@reedsconsulting.com.au

LICENSED SURVEYOR
ALAN DAVID NORMAN

CROSS SECTION A-A

NOT TO SCALE

PLAN NUMBER
PS721868J



CROSS SECTION B-B

NOT TO SCALE

REF: **22257/PS** VERSION: **E** DATE: 25/11/20
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ORIGINAL SHEET
SIZE A3

SHEET 11

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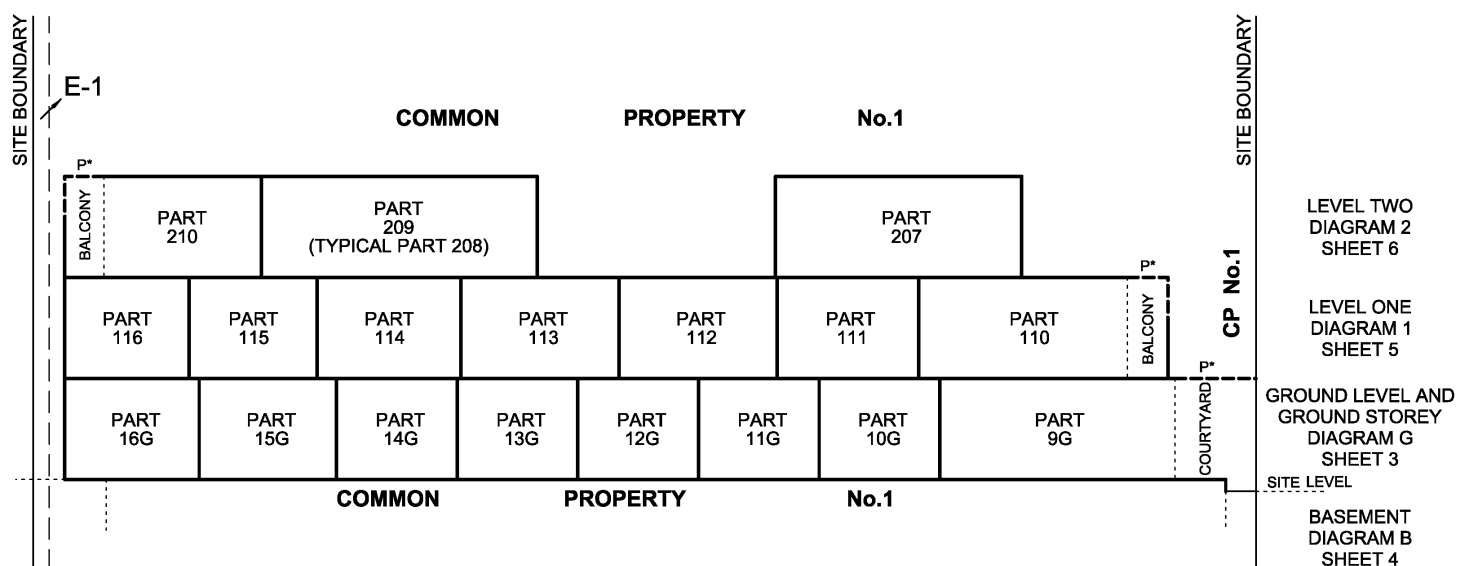
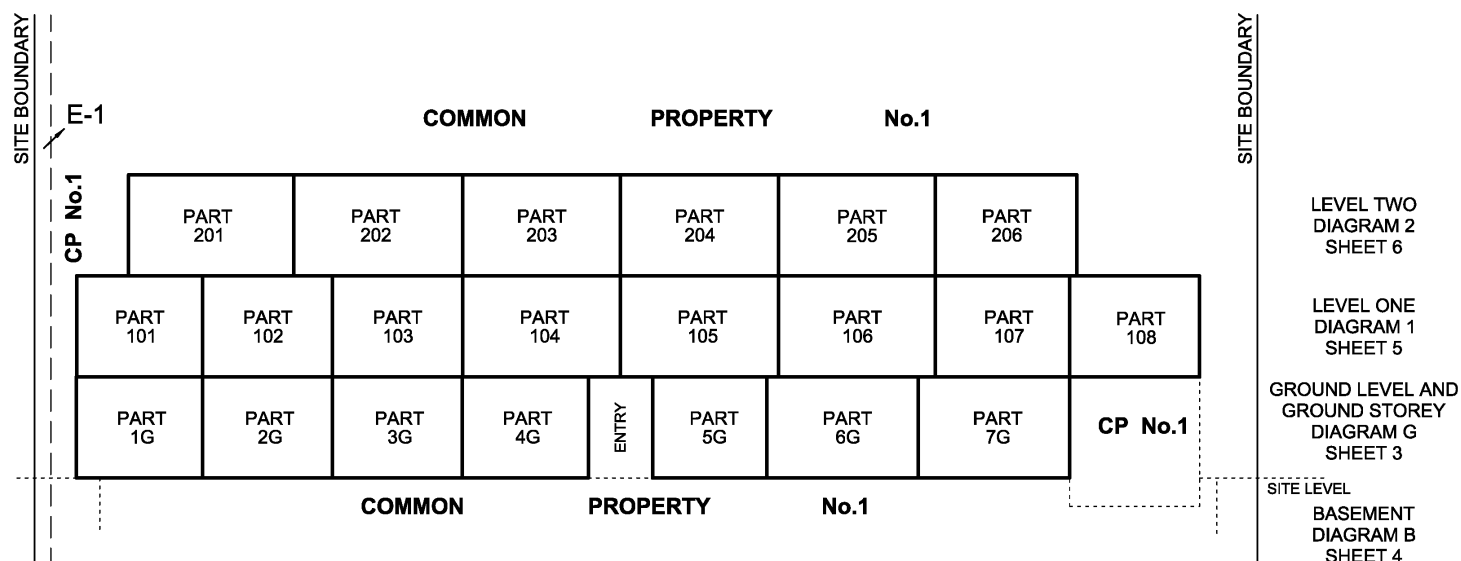
LICENSED SURVEYOR
ALAN DAVID NORMAN

CROSS SECTION C-C

NOT TO SCALE

PLAN NUMBER
PS721868J

P* = PROJECTION OF UNDERSIDE OF CEILING



CROSS SECTION D-D

NOT TO SCALE

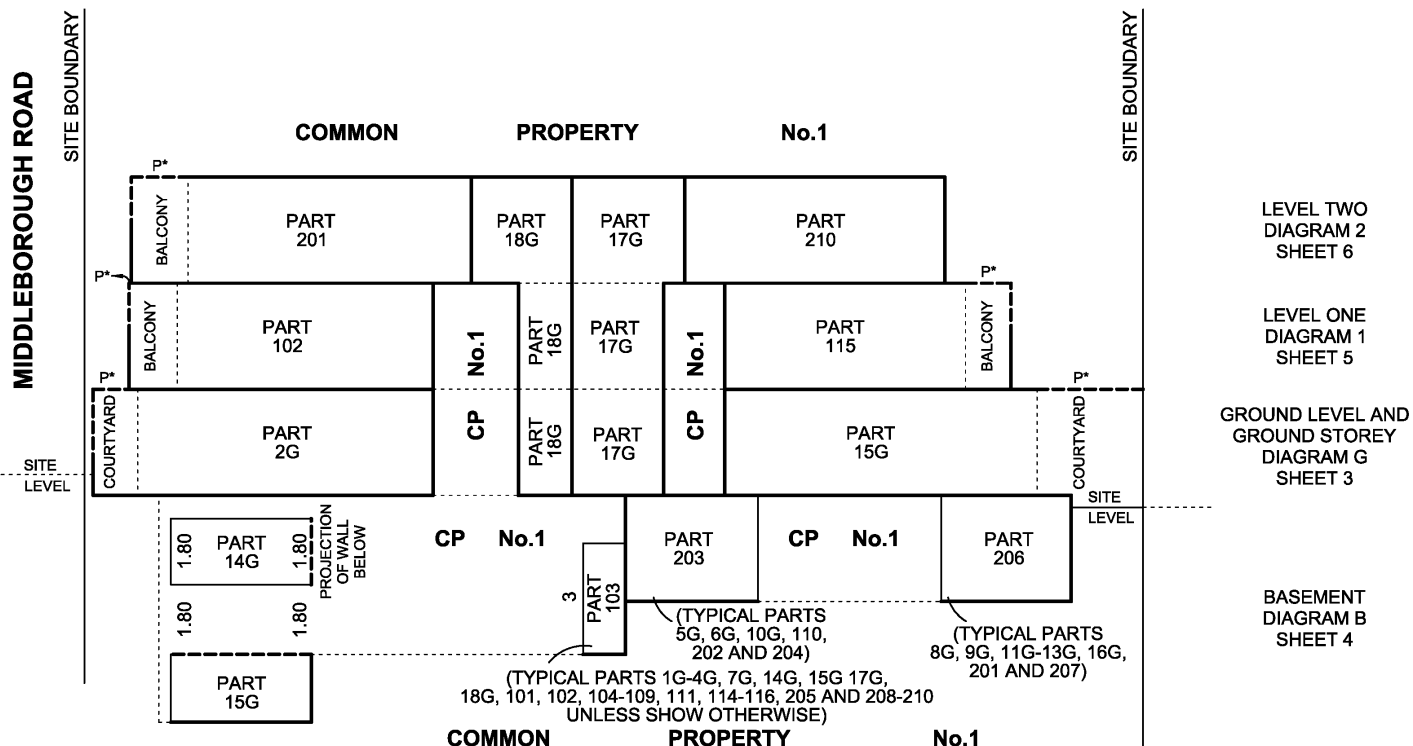
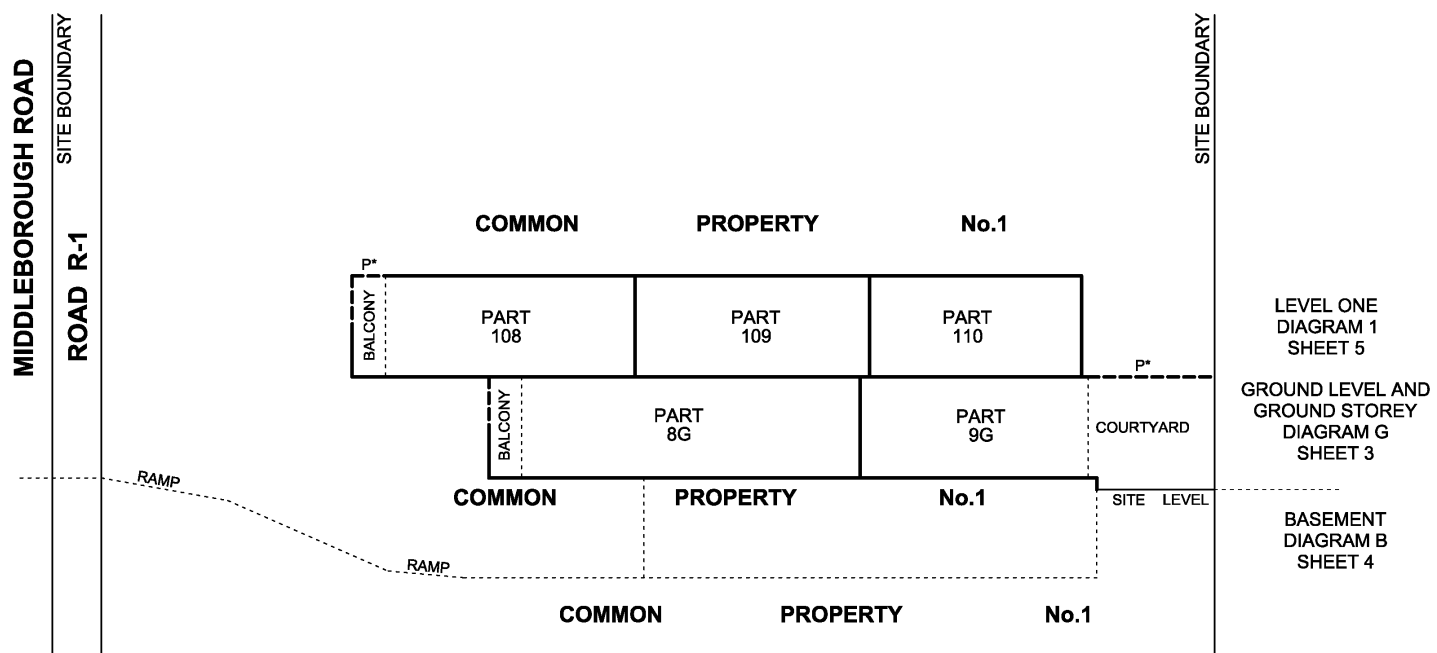
REF: 22257/PS	VERSION: E	DATE: 25/11/20 22257-0-PS-M-E.DGN	NOT TO SCALE	ORIGINAL SHEET SIZE A3	SHEET 12
REEDS Reeds Consulting Pty Ltd Lvl 6, 440 Elizabeth Street Melbourne Victoria 3000 p (03) 8660 3000 www.reedsconsulting.com.au survey@reedsconsulting.com.au			LICENSED SURVEYOR ALAN DAVID NORMAN		

CROSS SECTION G-G

NOT TO SCALE

PLAN NUMBER
PS721868J

P* = PROJECTION OF UNDERSIDE OF CEILING



CROSS SECTION F-F

NOT TO SCALE

REF: **22257/PS** VERSION: **E** DATE: 25/11/20
22257-0-PS-M-E.DGN

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ORIGINAL SHEET
SIZE A3

SHEET 13

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survey@reedsconsulting.com.au

LICENSED SURVEYOR
ALAN DAVID NORMAN



Plan of Subdivision PS721868J
Certifying a New Version of an Existing Plan
concurrently with Statement of Compliance (Form 12)

SUBDIVISION (PROCEDURES) REGULATIONS 2011

SPEAR Reference Number: S065906B

Plan Number: PS721868J

Responsible Authority Name: Whitehorse City Council

Responsible Authority Permit Ref. No.: WH/2015/260

Responsible Authority Certification Ref. No.: CRT/5967

Surveyor's Plan Version: E

Certification

This plan is certified under section 11 (7) of the Subdivision Act 1988

Date of original certification under section 6: 06/05/2020

Statement of Compliance

This is a statement of compliance issued under section 21 of the Subdivision Act 1988

Public Open Space

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

has been made and the requirement has been satisfied at Certification

Digitally signed by Council Delegate: Sarah Aloï

Organisation: Whitehorse City Council

Date: 14/12/2020



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Document Identification	2520009
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5287941

SEPTIMUS JONES

VICTORIA

2520009

MICROFILMED

LODGED

TRANSFER OF LAND

29 SEP 1952

5287328

CHERRYWOOD ESTATES PROPRIETARY LIMITED of 287 Collins Street Melbourne

being registered as the proprietor of an estate in fee simple in the land hereinafter described subject to the encumbrances notified hereunder in consideration of the sum of SIX HUNDRED AND THIRTY POUNDS paid to it by GEORGE

ALFRED WILLIAMS of 1 Agnes Street Mont Albert Builder and WILLIAM ALFRED COLING of

2 Benares Street Mitcham Builder DOTH HEREBY TRANSFER to the said George Alfred

Williams and William Alfred Coling as tenants in common in equal shares

All its estate and interest in ALL THAT piece of land being
Lots 99 and 100 on Plan of Subdivision lodged in the Office of Titles
and Numbered 21084 and being part of Crown Section 98 Parish of
Nunawading AND the said

George Alfred Williams and William Alfred Coling for themselves their

heirs executors administrators and transferees HEREBY COVENANTS with the
said Cherrywood Estates Proprietary Limited its successors and transferees

and the registered proprietor or proprietors for the time being of the land
remaining untransferred in Certificate of Title Volume 6004 Folio 664

that no quarrying operations shall at any time hereafter be carried
on in or upon the said Lots and no stone earth clay gravel or sand shall
at any time hereafter be carried away or removed from the said Lots

except for the purpose of excavating for the foundations of any building

to be erected thereon or use or permit or allow the said land hereby
transferred to be used for the manufacture or winning of bricks tiles or
pottery ware AND it is intended that the above covenant shall be set out

as an encumbrance at the foot of the Certificate of Title to be issued
in respect of the land hereby transferred and shall run with the land.

DATED this 15th day of September One thousand nine
hundred and fifty-two

THE COMMON SEAL of CHERRYWOOD ESTATES PROPRIETARY)
LIMITED was hereto affixed by order of the Board)
of Directors in the presence of:)

DIRECTOR

SECRETARY

SIGNED in Victoria by the said GEORGE ALFRED)
WILLIAMS in the presence of:)

SIGNED in Victoria by the said WILLIAM ALFRED)
COLING in the presence of:)

ENCUMBRANCES REFERRED TO

The encumbrances (if any) affecting the said land set out at the foot of
the said Certificate of Title.

4824

Dated 19

CHERRYWOOD ESTATES PROPRIETARY
LIMITED

TO

GEORGE A. WILLIAMS & WILLIAM A.
COLLING

TRANSFER

Lot.s. 92 & 100 Middleborough Road
/Estate

SEPTIMUS JONES
SOLICITOR

MELBOURNE

Allen Morrison, Printer, 458a Chancery Lane, Melbourne, C.I.

I CERTIFY

that a Memorial of the within Instrument No. 2520009
was entered on the 29 SEP 1952

In the Register Book Vol. 6004 Fol. 664

[Signature]
Assistant Registrar of Titles



Imaged Document Cover Sheet

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08/09/2015 \$119.70 173



Planning and Environment Regulations 2015

Form 21

Section 181

**APPLICATION BY A RESPONSIBLE AUTHORITY FOR THE MAKING OF A
RECORDING OF AN AGREEMENT**

Planning and Environment Act 1987

Lodged at the Land Titles office by:

Name: Feng & Co

Phone: 98081211

Address:

Ref: 15303

Customer Code: 12845x

The Authority having made an Agreement referred to in Section 181(1) of the **Planning and Environment Act 1987** requires a recording to be made in the Register for the land.

Land: Volume 10627 Folio 474
Lot 2 on PS 445896R

**112-124 Middleborough Road, BLACKBURN SOUTH
(LOT 2 PS 445896R)**

Authority: Whitehorse City Council
Locked Bag 2
NUNAWADING DELIVERY CENTRE 3110

Section and Act under which agreement made:

Section 173 Planning and Environment Act 1987

A copy of the Agreement is attached to this Application.

Signature for the Authority:

Name of Officer: Noelene Duff (Chief Executive Officer)

Date: 13/8/15

Date / /

**Agreement under section 173
of the Planning and Environment Act 1987**

**Subject Land: 112-124 Middleborough Road, BLACKBURN SOUTH (LOT 2 PS
445896R)**

Whitehorse City Council

and

Aries Blackburn South Pty Ltd

AM164751J



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3.2	Expiry of Development Permit	4
4	Owner's further obligations	4
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Agreement under section 173 of the Planning and Environment Act 1987

Dated 13 / 8 / 15

Parties

Name	Whitehorse City Council
Address	379-397 Whitehorse Road, Nunawading, Victoria
Short name	Council
Name	Aries Blackburn South Pty Ltd
Address	3/205A Middleborough Road, Box Hill South, Victoria
Short name	Owner

Background

- A. Council is the responsible authority for the Planning Scheme.
- B. The Owner is or is entitled to be the registered proprietor of the Subject Land.
- C. Council issued the Planning Permit requiring the Owner to enter into this Agreement providing for the matters set out in condition 3 of the Planning Permit.
- D. As at the date of this Agreement, the Subject Land is encumbered by a mortgage in favour of the Mortgagee. The Mortgagee consents to the Owner entering into this Agreement.
- E. The Parties enter into this Agreement:
 - F. to give effect to the Planning Permit and the Development Permit; and
 - G. to achieve and advance the objectives of planning in Victoria and the objectives of the Planning Scheme in respect of the Subject Land.

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08/09/2015 \$119.70 173


The Parties agree

1 Definitions

In this Agreement unless the context admits otherwise:

Act means the *Planning and Environment Act 1987*.

Agreement means this Agreement.

Development Permit means planning permit No. WH/2012/814, as amended from time to time, issued on 20-Nov-2013, authorising development of the Subject Land.

Lot means a lot created by a subdivision of the Subject Land whether in accordance with the Planning Permit or otherwise.

Mortgagee means the person registered or entitled from time to time to be registered as mortgagee of the Subject Land or any part of it.

Owner means the person registered or entitled from time to time to be registered as proprietor of an estate in fee simple of the Subject Land or any part of it and includes a mortgagee-in-possession.

Party or Parties means the Parties to this Agreement.

Planning Permit means planning permit No. WH/2015/260 as amended from time to time, issued on 28-May-2015 authorising the subdivision of the Subject Land in accordance with plans endorsed by Council.

Planning Scheme means the Whitehorse Planning Scheme and any other planning scheme that applies to the Subject Land.

Subject Land means the land situated at 112-124 Middleborough Road, BLACKBURN SOUTH (LOT 2 PS 445896R) being the land referred to in Certificate of Title Volume 10627 Folio 474 and any reference to the Subject Land includes any Lot created by the subdivision of the Subject Land or any part of it.

2 Interpretation

In this Agreement unless the context admits otherwise:

- 2.1 the singular includes the plural and vice versa;
- 2.2 a reference to a gender includes all genders;
- 2.3 a reference to a person includes a reference to a firm, corporation or other corporate body and that person's successors in law;
- 2.4 any agreement, representation, warranty or indemnity by 2 or more persons (including where 2 or more persons are included in the same defined term) binds them jointly and severally;
- 2.5 a term used has its ordinary meaning unless that term is defined in this Agreement. If a term is not defined in this Agreement and it is defined in the Act, it has the meaning as defined in the Act;

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- 2.6 a reference to an Act, regulation or the Planning Scheme includes any Act, regulation or amendment amending, consolidating or replacing the Act, regulation or Planning Scheme;
- 2.7 the Background forms part of this Agreement;
- 2.8 the Owner's obligations take effect as separate and several covenants which are annexed to and run at law and equity with the Subject Land; and
- 2.9 any reference to a clause, page, condition, attachment or term is a reference to a clause, page, condition, attachment or term of this Agreement.

3 Owner's specific obligations

3.1 Compliance with the Development Permit

Except with Council's prior written consent the Owner:

- 3.1.1 may only develop the Subject Land in accordance with the Development Permit and the conditions of the Development Permit; and
- 3.1.2 must not, upon completing the development in accordance with the Development Permit, alter or extend or otherwise change the development.

3.2 Expiry of Development Permit

The Owner's obligations under clause 3.1 continue to apply:

- 3.2.1 regardless of any right conferred by the Planning Scheme;
- 3.2.2 regardless of any subdivision of the Subject Land; and
- 3.2.3 even if the Development Permit expires, is cancelled or otherwise ceases to operate.

4 Owner's further obligations

4.1 Notice and registration

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

4.2 Further actions

The Owner:

- 4.2.1 must do all things necessary to give effect to this Agreement;

AM164751J



4.2.2 consents to Council applying to the Registrar of Titles to record this Agreement on the Certificate of Title of the Subject Land in accordance with section 181 of the Act and do all things necessary to enable Council to do so including:

- (a) signing any further agreement, acknowledgment or document; and
- (b) obtaining all necessary consents to enable the recording to be made.

4.3 Council's costs to be paid

Prior to this Agreement being recorded on the Certificate of Title of the Subject Land, the Owner must pay to Council, Council's reasonable costs and expenses (including legal expenses) of preparing, drafting, finalising, signing, recording and enforcing this Agreement.

5 Agreement under section 173 of the Act

Without limiting or restricting the respective powers to enter into this Agreement and, insofar as it can be so treated, this Agreement is made as a deed in accordance with section 173 of the Act.

6 Owner's warranties

The Owner warrants that apart from the Owner and any other person who has consented in writing to this Agreement, no other person has any interest, either legal or equitable, in the Subject Land which may be affected by this Agreement.

7 Successors in title

Until such time as a memorandum of this Agreement is recorded on the Certificate of Title of the Subject Land, the Owner must require successors in title to:

- 7.1 give effect to this Agreement; and
- 7.2 enter into a deed agreeing to be bound by the terms of this Agreement.

8 General matters

8.1 Notices

A notice or other communication required or permitted to be served by a Party on another Party must be in writing and may be served:

- 8.1.1 personally on the person;
- 8.1.2 by leaving it at the person's current address for service;



8.1.3 by posting it by prepaid post addressed to that person at the person's current address for service

8.1.4 by facsimile to the person's current number for service; or

8.1.5 by email to the person's current email address for service.

8.2 No waiver

Any time or other indulgence granted by Council to the Owner or any variation of this Agreement or any judgment or order obtained by Council against the Owner does not amount to a waiver of any of Council's rights or remedies under this Agreement.

8.3 Severability

If a court, arbitrator, tribunal or other competent authority determines that any part of this Agreement is unenforceable, illegal or void then that part is severed with the other provisions of this Agreement remaining operative.

8.4 No fettering of Council's powers

This Agreement does not fetter or restrict Council's power or discretion to make any decision or impose any requirements or conditions in connection with the granting of any planning approval or certifying any plan which subdivides the Subject Land or relating to any use or development of the Subject Land.

8.5 Inspection of documents

A copy of any planning permit, document or plan referred to in this Agreement is available for inspection at Council offices during normal business hours upon giving the Council reasonable notice.

8.6 Governing law

This Agreement is governed by and is to be construed in accordance with the laws of Victoria.

9 Commencement of Agreement

This Agreement commences on the date specified on page one or if no date is specified on page one, the date the Planning Permit was issued.

10 Ending of Agreement

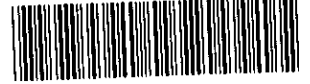
10.1 This Agreement ends when the Owner has complied with all of the Owner's obligations under this Agreement.

10.2 As soon as reasonably practicable after the Agreement has ended, Council will, at the Owner's request and at the Owner's cost, apply to the Registrar of Titles under section 183(1) of the Act to cancel the recording of this Agreement.



AM164751J

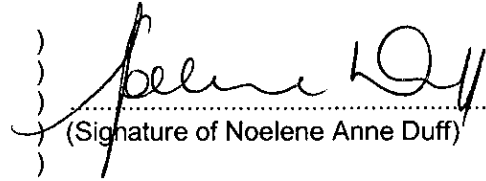
08/09/2015 \$119.70 173

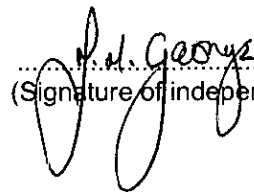


Signing Page

Signed, sealed and delivered as a deed by the Parties.

Signed for **Whitehorse City Council** by
Noelene Anne Duff in her capacity as Chief
Executive Officer pursuant to Instrument of
Delegation which it is certified has not been
revoked or varied, in the presence of:


(Signature of Noelene Anne Duff)

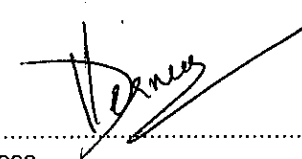

(Signature of independent adult witness)

Executed by Aries Blackburn South Pty Ltd
ACN 164 700 529 in accordance with section
127(1) of the *Corporations Act 2001* by being
signed by authorised persons for the
company:


Director

AKSHAY KAMBOJ
Full name

3/205A, MIDDLEBOROUGH RD
Usual address Box 114 SOUTH-3128

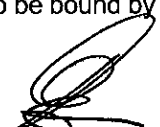

Witness

DEEPAI VERMA
Full name

1/21, UMANA CR, MT. WAVERLEY-3149
Usual address

Mortgagee's Consent

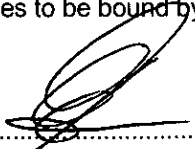
Optima Funding Pty Ltd as Mortgagee under Instrument of mortgage No. AL767222K consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.

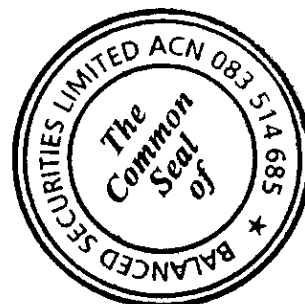

DIRECTOR



Mortgagee's Consent

Balanced Securities Ltd as Mortgagee under Instrument of mortgage No. AL767221M consents to the Owner entering into this Agreement and in the event that the Mortgagee becomes mortgagee-in-possession, agrees to be bound by the covenants and conditions of this Agreement.


.....
DIRECTOR





Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS721868J

The land in PS721868J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1G, 2G, 3G, 4G, 5G, 6G, 7G, 8G, 9G, 10G, 11G, 12G, 13G, 14G, 15G, 16G, 17G, 18G, 101 - 116, 201 - 210.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

MELBOURNE OWNERS CORPORATION UNIT G07 12 CATO STREET HAWTHORN EAST VIC 3123

OC050858A 22/01/2021

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. OC050859X 22/01/2021

Additional Owners Corporation Information:

OC050858A 22/01/2021

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 1G	22	21
Lot 2G	21	21
Lot 3G	19	21
Lot 4G	23	23
Lot 5G	22	21



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS721868J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6G	25	25
Lot 7G	20	22
Lot 8G	30	31
Lot 9G	31	32
Lot 10G	23	24
Lot 11G	25	25
Lot 12G	25	25
Lot 13G	25	25
Lot 14G	23	24
Lot 15G	20	22
Lot 16G	22	22
Lot 17G	28	28
Lot 18G	23	24
Lot 101	19	20
Lot 102	19	19
Lot 103	19	20
Lot 104	24	25
Lot 105	24	26
Lot 106	20	24
Lot 107	19	20
Lot 108	19	19
Lot 109	16	15
Lot 110	27	27
Lot 111	19	19
Lot 112	25	25
Lot 113	24	25
Lot 114	18	19
Lot 115	16	16
Lot 116	16	17



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 28/10/2025 06:20:53 PM

OWNERS CORPORATION 1
PLAN NO. PS721868J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 201	27	25
Lot 202	27	25
Lot 203	26	23
Lot 204	26	23
Lot 205	26	23
Lot 206	26	23
Lot 207	27	24
Lot 208	21	21
Lot 209	21	19
Lot 210	22	22
Total	1000.00	1000.00

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.

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:

A handwritten signature in blue ink, appearing to read 'G. M. Atwell', is positioned to the right of the 'Authorised Officer:' label.

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: 0100875905
- 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.

ACME Building Consultants Pty Ltd
 Suite 109, 964 Mount Alexander Road ESSENDON VIC 3040
 E:info@acmesurveying.com
 P:93314700



Form 16

Regulation 192

Building Act 1993

Building Regulations 2018

OCCUPANCY PERMIT

Property details

Address **Apt 1-44/ 112-114 Middleborough Road BLACKBURN SOUTH 3130**
 Lot 2 PS/LP PS445896 Vol 10627 Folio 474
 CA Sec Parish County
 Municipality City of Whitehorse

Building Permit details:

20180210/2 issued on 22-02-2019

Stage 2- Completion of Building Works

Version of BCA applicable to building permit: 2014

Building details

Complete this portion only if an occupancy permit is required under Division 1 of Part 5 of the **Building Act 1993**

Part of building	Permitted use	BCA class of building	Maximum permissible floor live load (kpa)	Maximum number of people to be accommodated
New building APT 1-44	Residential	2	1.5kPa generally & 2kPa for common areas & balconies	118
New Building	Car parking	7a	3 kPa	36

Storeys contained 4
 Rise in storeys (for Class 2-9 buildings) 3
 Effective height 6.3
 Type of construction A

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
Fire Engineering Report by Dobbs Doherty, Project number 13378 dated 07/02/2020, Revision 2.	
CP2	To assess openings located within 3m of the allotment boundary and not protected in accordance with C3.4
DP4, EP2.2	To assess travel distance to be exceeded as follows: Ground floor 32m in lieu of 20m & First floor 13m in lieu of 12m
DP4	To assess the paths of travel from the two exit stairs serving the building to converge at the main entry to the building on Ground Floor
DP4	To assess exit stairs to discharge on Ground Floor up to 23m from the main entry door in lieu of 15m

Prescribed reporting authorities

The following bodies are prescribed 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	Regulation No.
City of Whitehorse	Point of Discharge of Storm Water	Regulation 133 (2)
MFB 2000215	To permit magflow meter for sprinkler service	Regulation 129
MFB 2000215	Booster assembly within 10 meters of the building	Regulation

Conditions to which this permit is subject

Occupancy is subject to the following conditions-

All appliances and services to be fitted off and commissioned prior to occupation

Project: **Residential apartment building with basement carparking**
112-114 Middleborough Road BLACKBURN SOUTH
 Job No: **20180150-2** Stage (if applicable): **Completion of works**

Essential Safety Measures

The following essential safety measures must be inspected, tested and maintained in accordance with the maintenance requirements set out in the following table-

Building Fire Integrity

Essential Safety Measure	BCA Provisions for determining standard of performance	Nature and or frequency of test or inspection
Building elements required to satisfy prescribed fire resistance levels	NCC Section C D1.12	Annual inspection for damage, deterioration, or unauthorised alteration
Materials and assemblies required to have fire hazard properties	C1.10	Annual inspection for damage, deterioration, or unauthorised alteration
Elements required to be non-combustible, provide fire protection, compartmentation and separation	C2.5 to C2.14, C3.3, C3.11, D1.7, D1.8, E1.3	Annual inspection for damage, deterioration, or unauthorised alteration
Wall wetting sprinklers (Including doors and windows required in conjunction with wall wetting sprinklers)	C3.4, C3.8, C3.11, D1.7, D1.8, G3.8	As per AS 1851-2012 Section 2 if Sprinkler system installed or every six months to ensure compliance, no damage or deterioration and water supply availability.
Fire Doors (Including sliding fire doors and their associated warning systems) and associated self-closing, automatic closing and latching mechanisms	C2.12, C2.13, C3.4 to C3.8, C3.10, C3.11, D1.7, D1.8, D1.12	Six monthly for all fire doors or three monthly for sliding fire doors as per AS 1851 – 2012 Section 12 to check operation of handles, closers and electronic strikes
Solid core doors and associated self-closing, automatic closing and latching mechanisms	C3.11	Annual Inspection for damage, deterioration, and check operation of closers, handles and electronic strikes.
Fire protection at service penetrations through elements required to be fire resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire	C3.12, C3.13, C3.15	Annual inspection as per AS 1851 – 2012 section 12 for Inspection of damage, deterioration, or unauthorised alteration
Fire protection associated with construction joints, spaces and the like in and between building elements required to be fire-resisting with respect to integrity and insulation	C3.16	Annual inspection as per AS 1851 – 2012 section 12 for Inspection of damage, deterioration, or unauthorised alteration
Smoke doors and associated self-closing, automatic closing and latching mechanisms	Spec C2.5, D2.6	Six Monthly as per AS 1851 – 2012 Section 12 to check operation of handles, closers and electronic strikes

Means of Egress

Essential Safety Measure	BCA Provisions for determining standard of performance	Nature and or frequency of test or inspection
Paths of travel to exits	D1.6	Inspection every three months to ensure there are no obstructions and no alterations
Discharge from exits (Including paths of travel from open spaces to public roads to which they are connected)	D1.7, D1.9-D1.11	Inspection every three months to ensure there are no obstructions and no alterations
Exits (Including fire-isolated stairways and ramps, non fire-isolated stairways and ramps, stair treads, balustrades and handrails associated with exits and fire isolated passageways)	D2.2, D2.3, D2.8-D2.11, D2.13, D2.16, D2.17	Inspection every three months to ensure there are no obstructions and no alterations
Doors (Other than fire or smoke doors) in a required exit, forming part of a required exit or in a path of travel to a required exit and associated self-closing, automatic closing and latching mechanisms	D1.6, D2.19 – D2.21, D2.23	Inspection every three months to ensure doors are intact, operational and fitted with conforming hardware

Project: **Residential apartment building with basement carparking**
112-114 Middleborough Road BLACKBURN SOUTH
Job No: **20180150-2** Stage (if applicable): **Completion of works**

Signs

Essential Safety Measure	BCA Provisions for determining standard of performance	Nature and or frequency of test or inspection
Exit signs (Including direction signs)	Specification D1.12, E4.5, E4.6, E4.8	Six monthly to AS 2293.2-1995
Signs warning against the use of lifts in the event of fire	E3.3, C3.6	Annual inspection to ensure the warning sign is in place and legible
Signs, intercommunication systems, or alarm systems on doors of fire isolated exits stating that re-entry to a storey is available	D2.22	Annual inspection to ensure the warning sign is in place and legible
Signs alerting persons that operation of doors must not be impaired	D2.23	Annual inspection to ensure the warning sign is in place and legible

Lighting

Essential Safety Measure	BCA Provisions for determining standard of performance	Nature and or frequency of test or inspection
Emergency Lighting	E4.2, E4.4	Six monthly to AS 2293.2-1995

Fire Fighting Services and Equipment

Essential Safety Measure	BCA Provisions for determining standard of performance	Nature and or frequency of test or inspection
Fire hydrant system (Including on-site pump set and fire-service booster connection)	E1.3	Monthly to AS 1851 – 2012 section 4 where pumps are installed or Six monthly to AS 1851 – 2012 section 4
Fire hose reel system	E1.4	Six monthly to AS 1851 – 2012 section 9
Sprinkler system	E1.5	Monthly to AS 1851 – 2012 section 2
Portable fire extinguishers and fire blankets	E1.6	Six monthly to AS 1851 – 2012 section 10

Air Handling Systems

Essential Safety Measure	BCA Provisions for determining standard of performance	Nature and or frequency of test or inspection
Carpark mechanical ventilation system	F4.11	Frequency as nominated by manufacturer on label attached to equipment in accordance with AS 1851 – 2012 section 13

Automatic Fire Detection and Alarm Systems

Essential Safety Measure	BCA Provisions for determining standard of performance	Nature and or frequency of test or inspection
Smoke and heat alarm system	Clause 3 of specification E2.2a	As prescribed in AS 1851 – 2012 section 6 or six monthly inspection to test operation, replace battery or unit as necessary
Smoke and heat detection system	Clause 4 of specification E2.2	Monthly as prescribed in AS 1851 – 2012 section 6

Occupant Warning Systems

Essential Safety Measure	BCA Provisions for determining standard of performance	Nature and or frequency of test or inspection
Building occupant warning system	Clause 8 of specification E1.5, Clause 6 of specification E2.2a	Monthly to AS 1851 – 2012 section 6

Lifts

Essential Safety Measure	BCA Provisions for determining standard of performance	Nature and or frequency of test or inspection
Passenger lift fire service controls	E3.7	Periodic inspection as per manufacturers specifications however no less than annual inspection

Project: **Residential apartment building with basement carparking**
112-114 Middleborough Road BLACKBURN SOUTH
 Job No: **20180150-2** Stage (if applicable): **Completion of works**

Other Measures

Essential Safety Measure	BCA Provisions for determining standard of performance	Nature and or frequency of test or inspection
Air Conditioning Systems	BCA E2.2, AS 1668.2-1991	Quarterly to AS 1851-2012, AS 3666-1995
Balconies	Part B1	Annual inspection
Balustrades	Part B1, D2.16	Annual inspection

Combined Allotment Statement

A determination has been made under regulation 64(1) in relation to the building work that is the subject to this permit.

Suitability for Occupation

At the date this occupancy permit is issued, the building/ public place of entertainment to which this permit applies is suitable for occupation.

Relevant Building Surveyor

Name **Dino Molinaro**
 Address **Suite 109, 964 Mount Alexander Road ESSENDON VIC 3040**
 Email **info@acmesurveying.com**
 Registration No. **BS-U14142**

DocuSigned by:



Signature

Occupancy Permit No. **20180210/2**
 Date of inspection **7 August 2020**
 Date of issue **7 August 2020**

Inspection approval dates for mandatory inspections that have been carried out with regard to building work carried out under Building Permit No. **20180210/2** issued on **22 February 2019** are as follows;

Date	Inspection
14-03-2019	Prior to pouring in situ concrete Slab steel- Gnd Lvl Pour 1
20-03-2019	Prior to pouring in situ concrete Slab steel- Gnd Lvl Pour 2
02-04-2019	Prior to pouring in situ concrete Columns
03-04-2019	Prior to pouring in situ concrete Stair
10-04-2019	Prior to pouring in situ concrete Slab steel- Lvl 1 Pour 1
18-04-2019	Prior to pouring in situ concrete Walls
07-05-2019	Prior to pouring in situ concrete Slab steel- Lvl 1 Pour 2
07-05-2019	Prior to pouring in situ concrete Columns
15-05-2019	Prior to pouring in situ concrete Walls
20-05-2019	Prior to pouring in situ concrete Walls- Stairs- Lift
22-05-2019	Prior to pouring in situ concrete Walls- Stairs- Lift
28-05-2019	Prior to pouring in situ concrete Slab steel- Lvl 2 Pour 1
06-06-2019	Prior to pouring in situ concrete Stairs
07-06-2019	Prior to pouring in situ concrete Slab steel- Lvl 2 Pour 2
18-06-2019	Prior to pouring in situ concrete Stairs
27-06-2019	Prior to pouring in situ concrete Stairs
28-06-2019	Prior to pouring in situ concrete Stairs- Lift
03-07-2019	Prior to pouring in situ concrete Stairs- Lift
05-08-2019	Prior to pouring in situ concrete Slab steel Basement
09-08-2019	Prior to pouring in situ concrete Stairs
13-08-2019	Completion of Framework
23-08-2019	Prior to pouring in situ concrete Slab steel Basement
12-09-2019	Fire separating element-Gnd & Lvl 1
13-09-2019	Fire separating element-Lvl 2
20-09-2019	Fire separating element-Gnd & Lvl 1 & Lvl 2 Common areas
26-09-2019	Prior to pouring in situ concrete Slab steel- Driveway
07-08-2020	Final upon completion of all building work



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

28th October 2025

First Class Legal C/- InfoTrack (InTouch) C/- LAND
LANDATA

Dear First Class Legal C/- InfoTrack (InTouch) C/- LAND,

RE: Application for Water Information Statement

Property Address:	112-124 MIDDLEBOROUGH ROAD BLACKBURN SOUTH 3130
Applicant	First Class Legal C/- InfoTrack (InTouch) C/- LAND LANDATA
Information Statement	30985784
Conveyancing Account Number	7959580000
Your Reference	62288

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

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



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Yarra Valley Water Property Information Statement

Property Address	G8/112-124 MIDDLEBOROUGH ROAD BLACKBURN SOUTH 3130
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STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

This Property is a part of a development that is serviced by private water and/or sewer infrastructure. This infrastructure (or pipeline) is known as a private extension and may extend some distance in length from your property before connecting to Yarra Valley Water infrastructure. Any maintenance or supply issues associated with the private extension are the responsibility of the property owners. Yarra Valley Water is responsible for maintaining the water service from the water main up to and including the development main meter or manifold, and the sewer service from the sewer main up to the sewer branch including the inspection shaft /27 A.

Where the property is serviced through a private fire service the property owner is fully responsible for the maintenance of this service including the isolating valve connected to our water main.

Yarra Valley Water does not guarantee the continuity of service or supply, water quality or water pressure within the private extension.

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.



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Melbourne Water Property Information Statement

Property Address	G8/112-124 MIDDLEBOROUGH ROAD BLACKBURN SOUTH 3130
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STATEMENT UNDER SECTION 158 WATER ACT 1989

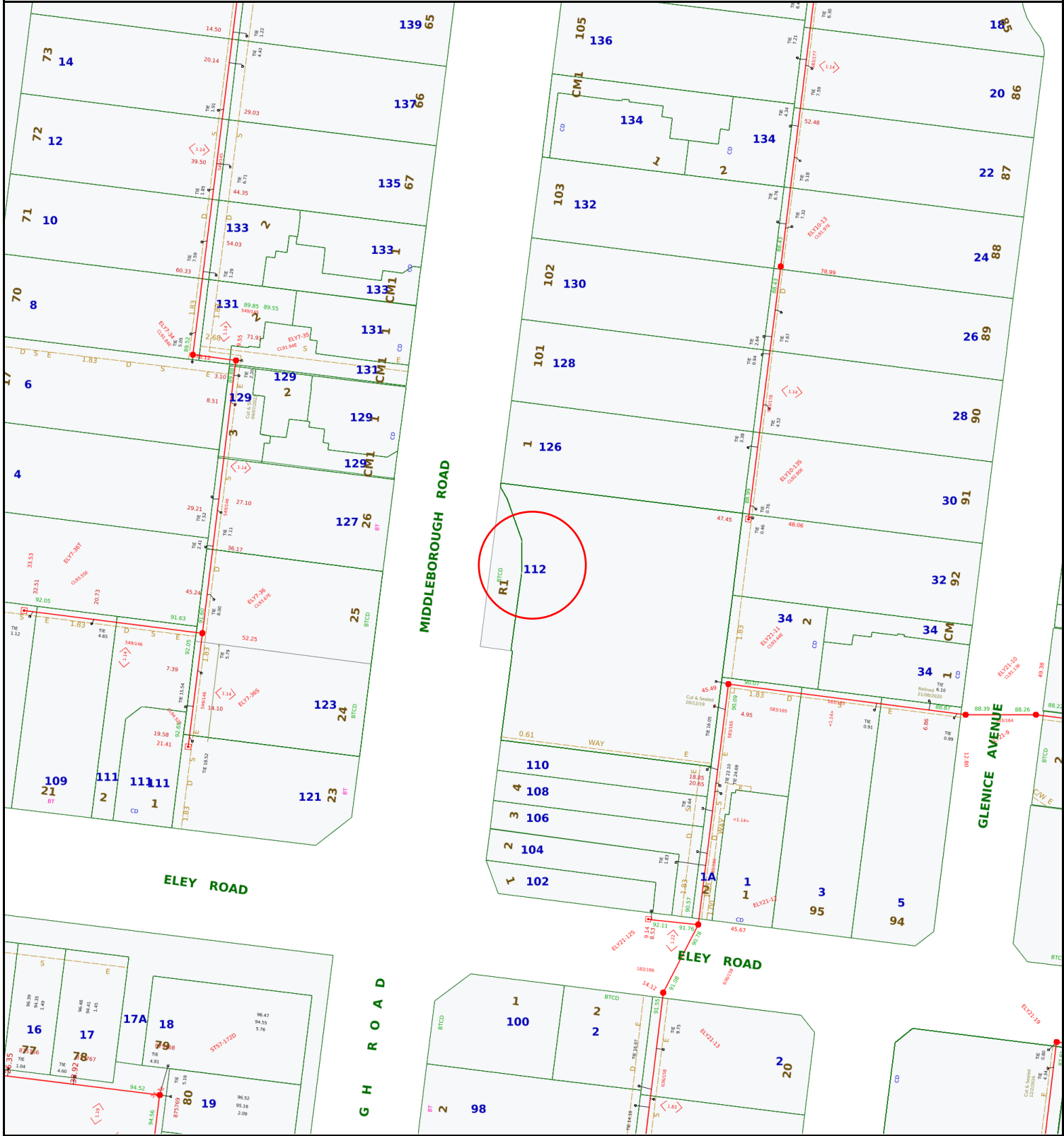
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 30985784	Address	112-124 MIDDLEBOROUGH ROAD BLACKBURN SOUTH 3130	
	Date	28/10/2025	
	Scale	1:1000	


ABN 93 066 902 501

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	<1.00>	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;



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First Class Legal C/- InfoTrack (InTouch) C/- LAND
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 4898816484
Rate Certificate No: 30985784

Date of Issue: 28/10/2025
Your Ref: 62288

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT G8/112-124 MIDDLEBOROUGH RD, BLACKBURN SOUTH VIC 3130	8G\PS721868	5106452	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-10-2025 to 31-12-2025	\$21.26	\$21.26
Residential Water and Sewer Usage Charge <i>Step 1 – 16.000000kL x \$3.57240000 = \$57.16</i> Estimated Average Daily Usage \$0.61	16-07-2025 to 17-10-2025	\$57.16	\$55.16
Residential Sewer Service Charge	01-10-2025 to 31-12-2025	\$122.58	\$122.58
Parks Fee	01-10-2025 to 31-12-2025	\$22.63	\$22.63
Drainage Fee	01-10-2025 to 31-12-2025	\$31.51	\$31.51
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			\$253.14

GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- 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.
- 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.



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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: 5106452

Address: UNIT G8/112-124 MIDDLEBOROUGH RD, BLACKBURN SOUTH VIC 3130

Water Information Statement Number: 30985784

HOW TO PAY



Biller Code: 314567
Ref: 48988164840

Amount Paid		Date Paid		Receipt Number	
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Property Clearance Certificate

Land Tax



INFOTRACK / FIRST CLASS LEGAL

Your Reference:	25/07825
Certificate No:	93934949
Issue Date:	28 OCT 2025
Enquiries:	ESYSPROD

Land Address:	112 -124 MIDDLEBOROUGH ROAD BLACKBURN SOUTH VIC 3130
---------------	--

Land Id	Lot	Plan	Volume	Folio	Tax Payable
48086068	8G	721868	12279	786	\$0.00

Vendor: MARADY MEY & WARREN FERGUSON

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR WARREN JOHN FERGUSON	2025	\$80,000	\$0.00	\$0.00

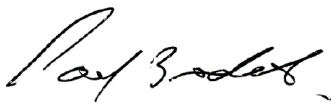
Comments: Property is exempt: LTX Principal Place of Residence.

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

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total
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This certificate is subject to the notes that appear on the reverse. The applicant should read these notes carefully.



Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	\$595,000
SITE VALUE (SV):	\$80,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	\$0.00



Notes to Certificate - Land Tax

Certificate No: 93934949

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 = \$80,000

Calculated as \$500 plus (\$80,000 - \$50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$5,950.00

Taxable Value = \$595,000

Calculated as \$595,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY


Billers Code:5249
Ref: 93934949

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: 93934949

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / FIRST CLASS LEGAL

Your Reference:	25/07825
Certificate No:	93934949
Issue Date:	28 OCT 2025
Enquires:	ESYSPROD

Land Address: 112 -124 MIDDLEBOROUGH ROAD BLACKBURN SOUTH VIC 3130					
Land Id	Lot	Plan	Volume	Folio	Tax Payable
48086068	8G	721868	12279	786	\$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.

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE:	\$595,000
SITE VALUE:	\$80,000
CURRENT CIPT CHARGE:	\$0.00



Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 93934949

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / FIRST CLASS LEGAL

Your Reference:	25/07825
Certificate No:	93934949
Issue Date:	28 OCT 2025

Land Address: 112 -124 MIDDLEBOROUGH ROAD BLACKBURN SOUTH VIC 3130

Lot	Plan	Volume	Folio
8G	721868	12279	786

Vendor: MARADY MEY & WARREN FERGUSON

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

Paul Broderick
Commissioner of State Revenue

CURRENT WINDFALL GAINS TAX CHARGE:
\$0.00



Notes to Certificate - Windfall Gains Tax

Certificate No: 93934949

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: 93934941 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: 93934941 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.
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OWNERS CORPORATION CERTIFICATE***s.151(4)(a) Owners Corporations Act 2006 and r.16 Owners Corporations Regulations 2018***
**Owners Corporation 1 on Plan of Subdivision No. PS721868J
 112-124 Middleborough Road Blackburn South VIC 3130**

This certificate is issued for: Owners Corporation 1 Plan No. PS721868J
 Lot 8G/112-124 Middleborough Road, Blackburn South VIC 3130

The postal address is: G8/112-124 Middleborough Road, Blackburn South VIC 3130

Applicant for certificate: InfoTrack on behalf of First Class Legal

Delivery address for certificate: Via email: ownerscorp@infotrack.com.au

IMPORTANT:

The information in this certificate is issued on 10/11/2025. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to info@mocs.com.au. A new certificate should be obtained for if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

- (a) **The current annual fees for Owners Corporation 1 for the above-mentioned lot for the financial year 01/02/24 to 31/01/25 are payable quarterly in advance.**

Levy Description	Total Amount Due	Due Date	Status
Quarterly Levy 01/02/25 to 30/04/25	\$758.34	01/02/25	Paid
Quarterly Levy 01/05/25 to 31/07/25	\$758.34	01/05/25	Paid
Quarterly Levy 01/08/25 to 31/10/25	\$758.34	01/08/25	Paid
Quarterly Levy 01/11/25 to 31/01/26	\$758.34	01/11/25	Paid

IMPORTANT NOTE:

The abovementioned fees are estimates only. The annual general meeting has not yet been held therefore the budget for the period 01/02/25 to 31/01/26 has not been approved. The fees detailed above are what was levied to this lot during the previous financial year 01/02/24 to 31/01/25. These fees are subject to change in the new financial year depending on the budget to be approved at the next AGM.

- (b) **The date up to which the fees for the each of the above-mentioned lots have been paid:**
31/01/26
- (c) **The total of any unpaid fees or charges for the each of the above-mentioned lots is:**
Nil.
- (d) **The special fees or levies for each of the above-mentioned lots which have been struck, the dates on which they were struck, and the dates they are payable are:**

Levy Description	Amount Due	Due Date	Status
Special Levy – CCTV Installation (1 st Instalment)	\$262.91	01/07/25	Paid
Special Levy – CCTV Installation (2 nd Instalment)	\$262.91	01/09/25	Paid

- (e) **Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?**
None known to the Manager as at the date of this certificate.
- (f) **The Owners Corporation presently has the following insurance cover:**
A copy of the Certificate of Currency is attached to this Owners Corporation Certificate.
- (g) **Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?**
The Owners Corporation has NOT resolved that members may arrange their own insurance under Section 63 of the Act.
- (h) **The total funds held by the Owners Corporation as at 10/11/2025 are:**
Refer to the balance sheet attached.
- (i) **Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?**
The builder, Method Constructions, has entered liquidation. The Owners Corporation successfully lodged a claim with VMIA and received settlement funds to rectify the accepted common property building defects. During remediation works, structural concerns were identified, and the Owners Corporation subsequently engaged a structural engineer to undertake further investigations. The engineer's report has since been submitted to VMIA as a variation to the previous claim, pending review. A special levy may be required to defray the structural defect remediation if the outcome from VMIA is not favourable.

- (j) **Are there any current contracts, leases, licences or agreements affecting the common property?**
- Contract of Appointment of Owners Corporation Manager with Melbourne Owners Corporation Services Pty Ltd be for a term of five (5) years.
 - Fire Indicator Panel Monitoring Agreement with Romteck Grid Pty Ltd for the provision of fire alarm monitoring services for a term of three (3) years.
 - Electricity Network Licence and Embedded Network Management Appointment Deed with Benergy.
 - Embedded Hot Water & Gas Agreement with Origin Energy.
 - Service Agreement with Waste Management Pty Ltd T/As Urban Waste for the provision of waste management services for a term of two (2) years.
 - Lift Maintenance Agreement with Hamilton Elevators Pty Ltd for the provision of lift maintenance services for a term of three (3) years.
 - Cleaning and gardening service Agreement with Leon's Property Maintenance and Care for the provision of cleaning and gardening services for a term of five (5) years.
- (k) **Are there any current agreements to provide services to lot owners, occupiers or the public?**
None known to the Manager as at the date of this certificate.
- (l) **Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?**
None known to the Manager as at the date of this certificate.
- (m) **Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?**
None known to the Manager as at the date of this certificate.
- (n) **Has the Owners Corporation appointed, or resolved to appoint, a manager?**
The appointed Owners Corporation Manager is:
- Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)
PO Box 2228
HAWTHORN, VIC 3122
Phone: 03 9818 2488
Email: info@mocs.com.au
- (o) **Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?**
The Owners Corporation has not appointed or is seeking a proposal for the appointment of an administrator.
- (p) **Documents required to be attached to the Owners Corporation Certificate are:**
- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
 - A copy of the balance sheet of the Owners Corporation;
 - A copy of the Certificate of Currency;
 - A copy of the Minutes of the Annual General Meeting;
 - A copy of the Registered Rules of the Owners Corporation.

NOTE:

More information on prescribed matters may be obtained from an inspection of the Owners Corporation Register by making written application to the Agent at the address listed below. This Certificate is issued on the following basis:

1. The information contained in this Certificate is correct to the best of the Manager's knowledge at the date it is given.
2. The information is subject to change without notice.

Date: 10/11/2025



.....
 On behalf of Owners Corporation 1 on Plan of Subdivision No. 721868J
 Jeslin Lim
 Melbourne Owners Corporation Services Pty Ltd
 PO Box 2228, Hawthorn, VIC 3122

Owners Corporation 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 Use 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 ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

MELBOURNE OWNERS CORPORATION SERVICES
 PO Box 2228 Hawthorn VIC 3122
 ABN 96 164 870 464 T (03) 9818 2488
 E info@mocs.com.au
 www.mocs.com.au



Balance Sheet

As at 10/11/2025

Owners Corporation PS721868J

Aries Apartments, 112-124 Middleborough Road,
 Blackburn South VIC 3130

Current period

Owners' funds

Administrative Fund

Operating Surplus/Deficit--Admin	(90,529.61)
Owners Equity--Admin	145,793.80
	55,264.19

Maintenance Fund

Operating Surplus/Deficit--Maintenance	(25,872.00)
	(25,872.00)

Net owners' funds

\$29,392.19

Represented by:

Assets

Administrative Fund

Cash at bank--Admin	39,036.26
Receivable--Levies--Admin	11,896.81
Receivable--Levies (Special)--Admin	3,665.46
Receivable--Owners--Admin	665.66
	55,264.19

Maintenance Fund

Cash at bank--Maintenance	(25,872.00)
	(25,872.00)

Unallocated Money

Cash at bank--Unallocated	72.54
	72.54

Total assets

29,464.73

Less liabilities

Administrative Fund

0.00

Maintenance Fund

0.00

Unallocated Money

Prepaid Levies--Unallocated	72.54
	72.54
	72.54

Total liabilities

72.54

Net assets

\$29,392.19



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0006110349
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	11/08/2025 to 11/08/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 721868
Situation	112-124 MIDDLEBOROUGH ROAD BLACKBURN SOUTH VIC 3130

Policies Selected

Policy 1 – Insured Property

Building: \$15,049,125
Common Area Contents: \$150,491
Loss of Rent & Temporary Accommodation (total payable): \$2,257,368

Policy 2 – Liability to Others

Sum Insured: \$20,000,000

Policy 3 – Voluntary Workers

Death: \$200,000
Total Disablement: \$2,000 per week

Policy 4 – Fidelity Guarantee

Sum Insured: \$100,000

Policy 5 – Office Bearers’ Legal Liability

Sum Insured: \$1,000,000

Policy 6 – Machinery Breakdown

Sum Insured: \$100,000

Policy 7 – Catastrophe Insurance

Not Selected

Policy 8 – 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



Policy 9 – Lot owners' fixtures and improvements (per lot)

Sum Insured: \$250,000

Flood Cover is included.

Date Printed

12/08/2025

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 QM562-1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

MINUTES OF ANNUAL GENERAL MEETING
OWNERS CORPORATION NO. 1 ON PLAN NO. 721868J
ARIES APARTMENTS

112-124 MIDDLEBOROUGH ROAD, BLACKBURN SOUTH VIC 3130

DATE, PLACE & TIME OF MEETING:	An Annual General Meeting of the Owners Corporation was held on:	
	Date:	Tuesday, 3 rd December 2024
	Time:	5:00 PM
	Venue:	Zoom Video Conference
PRESENT:	Lot 9G	Erin Ward
	Lot 12G	Steven Siew
	Lot 16G	Michaela Sutherland
	Lot 107	Harriet Green
	Lot 110	Lucie Knorr
	Lot 112	Dennis Tana
	Lot 113	Sonjia Tana
	Lot 116	Elise Masterson
APOLOGIES:	Lot 14G	Gwenda Bignold
IN ATTENDANCE:	Jeslin Lim	Melbourne Owners Corporation Services Pty Ltd
	Renate Coetzee	Melbourne Owners Corporation Services Pty Ltd

1. **QUORUM:** As only 8 out of the 44 lots forming Owners Corporations on Plan No. 721868J were represented either in person or by proxy, a quorum was not declared. In accordance with Section 78 of the Owners Corporations Act 2006, the meeting proceeded with all decisions being "interim decisions". The interim decisions will become resolutions of the Owners Corporation 29 days from the date of the meeting, subject to no petition being received (from Lot Owners representing at least 25% of the total entitlements).
2. **CHAIRPERSON:** It was resolved:

To appoint Jeslin Lim to chair the meeting.
3. **MINUTES:** It was resolved:

That the minutes of the previous Annual General Meeting held on 27/06/2023 as attached to the Notice of Meeting be accepted.



4. INSURANCE:

It was resolved:

- a) That the insurance policy certificate of currency as attached to the Notice of Meeting be accepted.
- b) To accept to have an Insurance Valuation carried out on the Building and Common Contents every 5 years and the Owners Corporation to amend the insurance cover in accordance with the recommendations of each valuation that is prepared.
- c) That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.

Note:

- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years.
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
- If no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

5. REPORTS:

It was resolved:

To accept the following reports:

- a) Manager's Report
- b) Chairperson's Report

Note:

- A tier one (>100 occupiable lots) owners corporation or a tier two (51-100 occupiable lots) owners corporation must prepare and approve a maintenance plan.
- A tier three (10-50 occupiable lots) owners corporation, a tier four (3-9 occupiable lots) owners corporation or a tier five (2 occupiable lots or services only) owners corporation may prepare and approve a maintenance plan.

6. FINANCIAL REPORTS: It was resolved:

That the financial statements for the period 01/02/2023 to 31/01/2024 as attached to the Notice of Meeting be accepted.

7. BUDGET & CONTRIBUTIONS:

It was resolved:

- a) That the proposed Administration Fund Budget for the period 01/02/2024 to 31/01/2025, as attached to the Notice of Meeting be accepted.
- b) That the Administration Fund contribution be set at \$97,850.00 per annum to commence on 01/02/2024.
- c) That the Administration Fund contributions be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st February, 1st May, 1st August and 1st November of each year.
- d) That an adjustment levy totaling \$2,850.00 be struck and levied on a Unit of Lot Liability basis to collect the increase in the Administrative Fund levy contributions for the period 01/02/2024 to 31/01/2025. The adjustment levy is due and payable on 01/02/2025.

8. ARREARS & PENALTY INTEREST: It was resolved:

- a) That Owners Corporation 1 on Plan No. 721868J continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.
- b) That Owners Corporation 1 on Plan No. 721868J arrange for the services of a lawyer, debt collection agency and/or apply to VCAT or a court of competent jurisdiction to recover debt from Members as required.
- c) That a Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners and/or Melbourne Owners Corporation Services Pty Ltd in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.
- d) That Owners Corporation 1 on Plan No. 721868J delegates the powers to Melbourne Owners Corporation Services Pty Ltd to waive any penalty interests (excluding levies) up to \$10.00. All other amounts require approval from the Committee.

Note:

- Members are reminded that if their arrears are more than \$1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.
- Members are also reminded that the onus is with the Member to ensure that they inform Melbourne Owners Corporation Services Pty Ltd of any change to their mailing address for all correspondence.

9. APPOINTMENT OF COMMITTEE:

Pursuant to Section 100 and 103 of the Owners Corporations Act 2006, an Owners Corporation affecting 10 or more lots must elect a Committee of at least 3 and not more than 7 Members. The Members must be Lot Owners or hold a proxy for a Lot Owner.

Members who have any amounts owing to the Owners Corporation are not eligible to be elected as a Committee Member, nor be eligible to represent another Member as a Committee Member.

It was resolved:

- a) That the following persons be elected to the Committee for Owners Corporation 1 on Plan No. 721868J.

Lot 9G	Erin Ward
Lot 110	Lucie Knorr
Lot 112	Dennis Tana

- b) That Dennis Tana be elected as Chairperson of Owners Corporation 1 on Plan No. 721868J.

- c) That the Melbourne Owners Corporation Services Pty Ltd be elected as Secretary of Owners Corporation 1 on Plan No. 721868J.

- d) That at least three members of the Committee be members of the Grievance Committee as needed.

10. INSTRUMENT OF DELEGATION:

It was resolved:

- a) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation Committee to ensure the efficient and effective operation of the Owners Corporation except for the removal/termination of the Committee or officer of the owners corporation (including the Manager), or a power or function that requires a unanimous resolution or a special resolution.
- b) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to Melbourne Owners Corporation Services Pty Ltd, to carry out the functions and duties as set out in the Contract of Appointment.

11. ESSENTIAL SAFETY: It was noted that each Member was reminded of their responsibility for the maintenance and reporting on essential service requirements including but not limited to balcony, balustrade, smoke detectors, sprinkler heads and the entry door within their lot if non-compliant to the appropriate Australian Standards.

12. GENERAL BUSINESS: **12.1 Water Ingress in Private Balconies**

The Chairperson, Dennis Tana, reminded all Members of their responsibility for addressing any defects in their private balconies.

Members were advised that if they experience water ingress issues in their private balconies, they are encouraged to:

- Engage the Committee's preferred contractors, as detailed in the recent Committee meeting minutes. These contractors have successfully assisted several owners in the building and has experience in effectively addressing private balcony water ingress issues.
- Alternatively, lodge a private VMIA claim with Domestic Building Insurance to address the water ingress issues.

12.2 Defect Rectification

Lot 107 raised concerns about difficulties in contacting Lot 206 - Steven Hodges) regarding their private defect rectification work. This issue has caused delays in the overall defect rectification process concerning Lot 206, 107 & 7G.

The Chairperson, Dennis Tana, informed members that he has been appointed by Balance Securities to assist with balcony repair works for several lots owned by Aries Blackburn South Pty. Ltd. in the building. However, it was noted that Lot 206 is an exception, as a VMIA claim for this lot is currently in progress.

Dennis Tana will reach out to Balance Securities to offer his assistance with Lot 206's balcony repair works in an effort to expedite progress.

12.3 Information Sharing re Private Courtyard Trenching Works

To address the ongoing water ingress into the basement, several contractors were consulted. It was recommended that digging trenches in the private courtyards of Lot 8G to Lot 16G would be an effective solution to minimize further water ingress.

Lot 11G expressed concerns regarding the insufficient disclosure of costs related to the private courtyard trenching works to address the water ingress into the basement during the on-site meeting with affected lot owners held on 6th November 2024.

Members confirmed that the discussions during the meeting were at a proposal stage, and no costings had been obtained at the time. However, it was disclosed that affected lot owners would incur a fee, with detailed costings to be provided once quotations had been obtained.

The Manager informed Members that final disclaimer agreements have been received from Lot 8G to Lot 16G, confirming their acceptance of the proposed trenching works and associated costs. Affected Members will be notified of the work commencement date, pending the Committee's decision to proceed with the trenching works.

12.4 Communication Procedure

Members were reminded that Committee is a voluntary role, and proper procedure should be followed when seeking to communicate with the Committee. Any concerns should be directed to the Manager (MOCS), who will address issues where possible and escalate matters requiring Committee resolution.

- 13. CLOSE OF MEETING:** There being no further business, the meeting was closed at 5:35pm.

Owners corporation notification of making rules
Section 27E(1) Subdivision Act 1988 (when lodged with Plan)

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Lodged by

Name: DAVID GEER, LAWYER
Phone: 03 8319 8200
Address: 23/385 BOURKE STREET, MELBOURNE VIC 3000
Reference: DMG:SZH:ARIES
Customer code: 12526Q

Applicant: (full name and address, including postcode)

BALANCED SECURITIES LIMITED ACN 083 514 685 OF LEVEL 23, 385 BOURKE STREET,
MELBOURNE, VICTORIA 3000 BEING THE MORTGAGEE IN POSSESSION OF THE LAND WHO IS
EMPOWERED TO EXECUTE A TRANSFER OF LAND PURSUANT TO SECTION 77 OF THE TRANSFER
OF LAND ACT 1958

Plan no.: 721868J Owners corporation no.: 1

A copy of the proposed rules of the owners corporation is provided.

Signing:

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27E(1)SA

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Owners corporation notification of making rules
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Certifications

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

Executed on behalf of BALANCED SECURITIES LIMITED ACN 083 514 685

Signer Name DAVID MORTON GEER

Signer Organisation DAVID GEER, LAWYER

Signer Role AUSTRALIAN LEGAL PRACTITIONER

Signature



Execution Date 12/01/2021

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1. Access to Lots

- 1.1 Except in the case of an emergency (in which case no notice shall be required) upon five (5) days notice in writing the Owners Corporation or the Manager and their servants, agents and contractors shall be permitted to inspect the interior of any Lot and test the electrical, gas or water installation or equipment therein and to trace and repair any leakage or defect in the said installations or equipment (at the expense of the Proprietor in cases where such leakage or defect is due to any act or default of the Proprietor or an Occupier). The Owners Corporation and the Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Proprietor or any Occupier of the relevant Lot as is reasonable in the circumstances.

2. Compliance with Laws

- 5.1 A Proprietor and/or Occupier must at the Proprietor's expense promptly comply with all laws relating to the Lot including any requirements, notices and orders of a Governmental Agency.
- 5.2 A Proprietor or Occupier of a Lot must take all reasonable steps to ensure that any invitee of the Proprietor or Occupier comply with these Rules.

3. Notification

- 3.1 Each Proprietor must advise the Manager, or Building Manager of an out of normal business hours contact address and telephone number of the Proprietor and each occupant of the Proprietor's Lot or any part of it and must promptly advise the Manager or Building Manager of any change in such address or telephone number.

4. Right of Way

- 7.1 Proprietors and/or Occupiers of a Lot agree and acknowledge that:
- (a) without limiting the rights of the Owners Corporation under section 12(2) for the *Subdivision Act 1988*, they grant an easement of way ("**Easement**") over the Lots to the Owners Corporation for purposes of gaining access to the plant and service areas and any service pipe or ducts located in the Lots or the facade (for cleaning maintenance or repairs purposes) which is for the benefit of each Lot and/or the Common Property and is necessary for the reasonable use and enjoyment of the Lot and the Common Property by Proprietors and Occupiers of Lots;
 - (b) they must allow the Owners Corporation and its respective employees, agents, licensees, visitors and contractors to use the Easement for the purpose of gaining access to the plant and service areas and any service pipes or ducts located in the Lots or the façade (for cleaning, maintenance or repair purposes) without interruption and disruption; and
 - (c) they must not unreasonably interfere with or prevent the use of the Easement.

5. Owners Corporation Fees

- 5.1 The fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations must be paid by each Proprietor according to his or her Lot liability or as otherwise directed by the Owners Corporation or the Manager, as follows:
- (a) in the first year, bi-annually in advance for the first six months and quarterly in advance thereafter unless otherwise resolved by the Owners Corporation;
- 5.2 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

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6. Support and provision of Services

- 6.1 Except for the purposes of maintenance and renewal and with the written consent of the Owners Corporation, a Proprietor or Occupier of a Lot must not do anything or permit anything to be done on or in relation to that Lot or the Common Property which results in:
- (a) the structural and functional integrity of any part of the Common Property being altered, changed or impaired; or
 - (b) the passage or provision of services through the Lot or the Common Property is not interfered with.
- 6.2 A Proprietor or Occupier of a Lot must not install a safe in a Lot without the written consent of the Manager and before submitting to the Manager a structural engineering report in respect of the proposed installation. The Proprietor or Occupier acknowledges that they will be liable for all reasonable costs that the Manager may incur in reviewing reports provided pursuant to this Rule.
- 6.3 The Owners Corporation may share among the Proprietors in the Owners Corporation the common costs of supply, consumption and maintenance of any shared facility or services (including that for gas, power and/or water supply) required for heating or cooling the Lots or cooking within the Lots (except for the Commercial Lot) or shared supply of lighting to:
- (a) a Lot or Lots;
 - (b) a Carpark Lot;
 - (c) a Storage Lot.
- 9.3.1 The Manager has the discretion to apportion such costs taking into account the benefit, whether wholly, substantially or nominally, to or usage by a Lot for the particular the period being apportioned or the Manager may charge a proportion of such service and supply charges relating to the relevant Lot calculated by the Manager on a proportional rate by dividing the unit liability of that Lot by the total unit liability of all Lots serviced jointly by the service.
- 6.4 For the avoidance of doubt, the Manager reserves its rights pursuant to section 49(2) of the Act.

7. Behaviour by Proprietors and Occupiers

- 7.1 A Proprietor or Occupier of a Lot must not:
- (a) create any undue noise, odours, vibrations or behave in a manner likely to interfere with the peaceful enjoyment of the Proprietor or Occupier of another Lot or of any person lawfully using Common Property; or
 - (b) obstruct the lawful use of Common Property by any person; or
 - (c) use machinery hammer drills or jack hammers or other noise emitting power tools in a Lot between the hours of 5:00 pm and 8:00 am on weekdays and on weekends or such hours not permitted by the authorities; or
 - (d) make or permit to be made any undue noise in or about the Common Property or any Lot; or
 - (e) allow the entry door or any external door (other than any door from a Commercial Lot to an external area on the ground floor) of any Lot or on Common Property to be physically restrained from closing in any way; or
 - (f) allow bicycles to be parked/left in other than the Bicycle Park; or

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- (g) use gymnasium equipment such as walking/running machines, weight stations, dumbbells inside their Lot between the hours of 10.00 pm and 7.00 am; or
 - (h) make or permit to be made noise from music, appliances or otherwise between the hours of 11.00 pm to 8:00 am Monday to Friday and from midnight to 8.00 am on Saturday and/or Sunday which may be heard outside the Proprietor's Lot or which would otherwise be in breach of the *Environment Protection Act 1970* (Vic) or the *Environment Protection (Residential Noise) Regulations 2008* (Vic); or
 - (i) contravene the fire regulations by installing unapproved dead locks or peep holes on its Lot that would void the Owners Corporation insurance policy. Any additional security device(s) installed must be approved by Owners Corporation; or
 - (j) if it is a Proprietor of a Commercial Lot, use any area on its Lot located in the basement of the Building for any usage except other than a grease interceptor room.
- 10.2 A Proprietor or Occupier of a Lot when on Common Property (if on any part of a Lot so as to be visible from another Lot or from Common Property) must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Proprietor or Occupier of another Lot or to any person lawfully using Common Property.
- 10.3 A Proprietor or Occupier of a Lot must not smoke or consume alcohol on any part of the Common Property including but not limited to the stairwells, lifts, foyers and carpark forming part of the Common Property or such other parts of the Common Property as the Owners Corporation or the Manager may designate from time to time.
- 10.4 A Proprietor or Occupier of a Lot must not use or permit to be used in or on the Common Property, tricycle, (non-motorised) scooters, skateboards, rollers skates, roller blades or the like. A bicycle may only be used on Common Property in the course of travel to and from the Bicycle Park and must only be wheeled through Common Property when accessing the lifts servicing the Bicycle Park.
- 10.5 A Proprietor or Occupier of a Lot must not dispose nor permit disposal of cigarette butts, cigarette ash or any other type of rubbish over their balconies/terrace, windows or on any Common Property.
- 10.6 A Proprietor or Occupier of a Lot must not use their balcony/terrace/external area without consideration for surrounding properties (particularly with respect to noise, behaviour and appropriate clothing).

8. Air Conditioning and Heating

- 11.1 A Proprietor or Occupier of a Lot must not install, maintain and operate an air-conditioning or heating unit to service the Lot which:
- (a) is of a design which has not been approved by the Owners Corporation in writing prior to installation. All requests must be put in writing to the Owners Corporation and approval, if any, will be subject to terms and conditions set by the Owners Corporation. The Proprietor or Occupier acknowledges that they will be liable for all reasonable costs that the Manager may incur in reviewing reports provided pursuant to this Rule.
 - (b) when operated, damages, affects or interferes with the operation of the Common Property; or
 - (c) emits noise, vibrations or odours which, in the Owners Corporation opinion, interferes with the quiet use and enjoyment of the Common Property or other Lots.
- 11.2 A Proprietor or Occupier of a Lot must maintain, service and is to be responsible for the air-conditioning condenser belonging to the particular Lot notwithstanding that it may be located on the Common Property. If the air-conditioning condenser is located on the Common Property, the Proprietor or Occupier of the Lot must obtain the prior written permission of the Manager or the Building Manager prior to accessing the air-conditioning condenser.

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11.3 The Owners Corporation will maintain service and be responsible for the cooling/heating ducts on Common Property that is part of a centralised system and located within an Apartment Lot.

11.3.1 Except in the case of an emergency (in which case no notice shall be required) upon five (5) days notice in writing the Owners Corporation or the Manager and their servants, agents and contractors shall be permitted to enter, inspect, trace, test, service, repair and if need be, replace the cooling/heating ducts (and any accessory parts) within these Apartment Lots at the expense of the Owners Corporation except in cases where any repair and/or replacement is due to any act or default of the Proprietor or an Occupier, in which event it will be at the expense of the Proprietor or Occupier.

11.3.2 The Owners Corporation or the Manager and their servants, agents and contractors shall be permitted to enter, inspect, trace, test, service, repair and if need be, replace these cooling/heating ducts (and any accessory parts) as many times a year as may be required to ensure the efficient and smooth running of the cooling/heating ducts.

11.3.3 The Owners Corporation and the Manager, in exercising this power, shall ensure that their servants, agents and employees cause as little inconvenience to the Proprietor or any Occupier of the relevant Lot as is reasonable in the circumstances.

9. Plants

12.1 A Proprietor or Occupier who has plants on its Lot, whether on a balcony, terrace or otherwise must:

- (a) ensure that the plants are properly maintained and securely fixed or tethered;
- (b) ensure that the plants, pots are not visible from outside of the Lot; and
- (c) refrain from watering the plants and the soil in such pots in such a way that water escapes onto the Lot, Common Property or other Lots.

10. Leasing or Licensing a Lot / No serviced apartment

10.1 If a Proprietor allows another person to occupy any part of their Lot the Proprietor must:

- (a) provide that person with an up to date copy of these Rules;
- (b) ensure that person and their visitors and invitees comply at all times with these Rules;
- (c) take all action available to the Proprietor to ensure compliance with these Rules; and
- (d) provide details of the occupant to the Owners Corporation within seven days of commencement of lease.

10.2 Notwithstanding anything to the contrary in these Rules, a Proprietor of a Lot must not at any time:

- (a) use a Lot, or permit the Lot to be used, as a serviced apartment, residential hotel accommodation or for short term rental;
- (b) use a Lot, or permit the Lot to be used, in the operation of a serviced apartment scheme, residential hotel, or similar business;
- (c) enter into an Occupation Agreement under which one or more person/s may be granted the right to occupy the Lot for a Restricted Stay; or
- (d) allow their Lot to be leased for any periods shorter than 28 days.

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For the purposes of this Rule 13.2:

“Short term rental” means short term rentals arranged through “Airbnb”, “Stayz” or similar sites.

“Occupation Agreement” means an arrangement or agreement (including a lease, licence or management agreement) giving any person or entity the right to occupy the Lot or to allow others to occupy the Lot.

“Restricted Stay” means a stay that is scheduled to end less than 8 weeks after it commences but does not include a period of over holding under a lease that was granted for an initial term of 6 months or more.

11. Cleaning of Building

- 14.1 Having regard to Rule 7.1, each Proprietor or Occupier must allow the Owners Corporation’s window and building cleaners access through to and onto the balconies and terraces on a Lot at all times as required by the Owners Corporation’s window and building cleaners for the purpose of cleaning the facade of the Building.
- 14.2 Proprietors or Occupiers of Lots where anchor points are located must provide access with notice or without notice should notice not be able to be given in an emergency.
- 14.3 Notwithstanding this Rule 14, each Proprietor or Occupier must regularly clean and keep clean the balconies and terraces of their Lot and any of their windows and glass doors which are accessible to them.

12. Cleaning of a Lot (including windows)

- 15.1 A Proprietor or Occupier of a Lot must keep that Lot clean and in good repair.
- 15.2 A Proprietor or Occupier of a Lot must keep any balcony/terrace/external area within their Lot clean, tidy and well maintained.
- 15.3 A Proprietor or Occupier of a Lot must keep the drains located under the balcony, terrace or pavers of their Lot clean and clear of any debris and floor waste at all times.
- 15.4 A Proprietor or Occupier of a Lot must keep clean all exterior surfaces of glass and /or windows (including louvres) and doors on the boundary of the Lot, unless the glass and/or windows (including louvers) and doors on the boundary cannot be accessed by the Proprietor or an Occupier safely or at all.
- 15.5 A Proprietor or Occupier of a Lot must allow and provide all reasonable assistance to permit any window cleaners or tradesmen engaged by the Owners Corporation to access any Lot or any balcony/terrace within their Lot for the purpose of accessing external windows/surfaces contained within the Common Property for the purpose of cleaning and maintaining such windows/surfaces.
- 15.6 A Proprietor or Occupier of the Commercial Lot must ensure any and all cooking exhaust ducts within or part of the Commercial Lot’s kitchen exhaust system is cleaned at a frequency recommended or required by law or by any Government Agency. The Proprietor or Occupier of the Commercial Lot must at all times maintain all aspects of their kitchen exhaust system which includes minimizing grease build-up within the hood and all associated ducts, removal of grease laden steam, arrest/control and proper dispersal of grease and/or exhaust emissions. The Manager may also stipulate how frequent the cooking exhaust ducts must be cleaned. The evidence of any clean must be provided to the Manager upon request.

13. Damage to Common Property

- 16.1 A Proprietor or Occupier of a Lot must not mark, paint or the like, interfere or otherwise damage or deface, any structure/area that forms part of the Common Property without the approval in writing from Owners Corporation.

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- 16.2 A Proprietor or Occupier of a Lot must promptly notify the Manager or Building Manager on becoming aware of any damage or defect in the Common Property.

14. Car Parking

- 17.1 A Proprietor or Occupier of a Carpark Lot must not use its Carpark Lot for any purposes other than for parking of vehicles without first obtaining the written approval of the Owners Corporation.
- 17.2 A Proprietor or Occupier of a Carpark Lot must not reverse in or out of the Building at any time.
- 17.3 A Proprietor or Occupier of a Carpark Lot must not in any way obstruct any of the access aisles in the carpark.
- 17.4 A Proprietor or Occupier of a Carpark Lot must not park or leave a vehicle or permit a vehicle to be parked or left on Common Property so as to obstruct any driveway, entrance or access to a Lot, or in any place other than in a parking area that may be specified for such purpose by the Owners Corporation.
- 17.5 A Proprietor or Occupier of a Carpark Lot must not park or permit to be parked any vehicle, trailer or motor cycle or bicycle other than within that Proprietor's Carpark Lot.
- 17.6 The Manager is authorised to remove offending vehicles, trailers, bicycles or motor cycles which have been parked on Common Property or protruding onto Common Property as to cause a nuisance and/or blocking pathway access and/or in breach of the *Occupational Health & Safety Regulations 2007* or causing interference with access to essential services referable to the Building (including but not limited to emergency fire access doors). For the purpose of this Rule 17.6, the Occupier and Proprietor acknowledge and agree that the Owners Corporation will have requisite authority to remove vehicles in breach of this Rule 17.6 and indemnifies the Owners Corporation from all costs, expenses, damages and all other associated costs in relation to such removal.
- 17.7 The Manager has the authority to engage the services of a third party to monitor and attend to car parking matters on behalf of the Owners Corporation and/or Proprietors who own car parking spaces. Proprietors will be notified of any third-party management.
- 17.7.1 The Manager may in engaging the third party may authorise it to monitor and/or attend to car parking matters which may include imposition of penalties and/or breach notices for owners of vehicles illegally parked on Common Property or on Carpark Lot belonging to other Proprietors.
- 17.7.2 The Owners Corporation has the authority to restrict or prohibit access to the common areas of the car park if a Proprietor or Occupier has been issued with three or more breach notices in one year.
- 17.8 A Proprietor or Occupier of a Lot must ensure their Carpark Lot is clean and free of oil marks/stains and like substances. The Owners Corporation reserves its right to clean any Carpark Lot and charge the Proprietor for the cost incurred. The Owners Corporation will give the Proprietor a minimum of fourteen (14) days notice of its intention to do such cleaning, except in case of emergency, in which case no notice will be required.
- 17.9 A Proprietor or Occupier of a Carpark Lot must not permit oil leakages from any motor vehicle, trailer, bicycles or motor cycle onto Common Property or on their Carpark Lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains on their Carpark Lot and/or other part of the Common Property.
- 17.10 A Proprietor or Occupier of a Carpark Lot must not grant an occupation right in relation to their Carpark Lot to any person other than another Proprietor or Occupier.
- 17.11 A Proprietor or Occupier must comply with any Rules of Use for the carpark which may include the requirement to prominently display on the dash board of a vehicle parked in any Carpark Lot, a dash pass issued by the Manager to the Proprietor of that Carpark Lot.

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- 17.12 A Proprietor or Occupier of a Carpark Lot must not construct or erect any shed, enclosure or structure of any nature or description around their Carpark Lot.
- 17.13 A Proprietor or Occupier must not park within a space allocated for visitor parking.
- 17.14 A Proprietor or Occupier must not allow a Guest of a Lot to park in visitor parking space overnight.
- 17.15 A Proprietor, or Occupier or Guest of a Lot must comply at all times with the Rules of Use for the public carpark.
- 17.16 A Proprietor or Occupier or Guest of a Lot acknowledge and agree that the Owners Corporation has authority to impose a fine of \$500.00 to a Proprietor, Occupier or Guest of a Lot that has illegally parked their vehicle in another Proprietor or Occupiers Carpark Lot or within a visitor car space, subject to two warning letters being issued by the Owners Corporation.
- 17.17 The Owners Corporation reserves the right to install parking bollards and wheel clamps on offending vehicles to enforce Rule 17.16. The owner of the offending vehicle must contact the Owners Corporation or the Building Manager if a bollard or wheel clamp has been installed in order to rectify and remedy the situation. The owner of the offending vehicle acknowledges and agrees to indemnify the Owners Corporation against any damage which may be sustained to the vehicle as a result of the owner of the vehicles negligence to abide by the Rules.

15. Move Ins/outs (including furniture or goods)

- 18.1 A Proprietor or Occupier of a Lot must not move any article (including furniture and/or goods) through Common Property without giving the Owners Corporation or the Manager 48 hours written notice and obtaining the Owners Corporation approval prior to their move to enable a representative of the Owners Corporation or the Building Manager to be present.
- 18.2 A Proprietor or Occupier of a Lot must fill in a Moving In/Moving Out Form and/or a Delivery of Goods Form which can be obtained from the Manager or Building Manager in the form designated by the Manager or Building Manager from time to time.
- 18.3 If moving an article (including furniture and/or goods) over or through Common Property is likely to cause damage to or obstruct Common Property, a Proprietor or Occupier of a Lot may only move such article in accordance with directions of the Owners Corporation, the Manager or the Building Manager.
- 18.4 The Proprietor or Occupier of the Lot may only move articles (including furniture and/or goods) through the area specifically designated by the Manager once approval has been granted.
- 18.5 A Proprietor or Occupier of a Lot must not move articles, furniture and/or goods in and out of the Building outside the hours permitted. Permitted hours are between 9:00 am and 4:00 pm, Monday to Friday (or such other times as are designated by the Manager from time to time). Any moves outside these hours are at the discretion of the Manager or the Building Manager. A Proprietor or Occupier of a Lot may not move articles, furniture and/or goods in and out of the building on Saturday, Sunday or Public Holiday, unless prior approval from the Manager or Building Manager has been obtained. All moves must be completed by 4:00 pm (or such other times as are designated by the Manager from time to time).
- 18.6 A Proprietor or Occupier moving articles, furniture and/or goods in or out of a Lot will be liable to the Owners Corporation for and indemnifies the Owners Corporation against any damage caused to any property in the Building including Common Property in doing so. Where a Proprietor or Occupier damages the Common Property in the Building by moving articles, furniture and/or goods in or out of a Lot, the cost of repairing that damage must be paid by that Occupier, or failing him or her, the Proprietor of the Lot, to the Owners Corporation within 14 days of receiving the invoice for rectification works.
- 18.7 If required by the Manager or Building Manager, a Proprietor or Occupier of a Lot may be required to provide a bond to the Building Manager as specified in the Moving In/Moving Out Form and/or a Delivery of Goods Form at the discretion of the Owners Corporation. The bond is to be provided to the Building

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Manager prior to any move in/move out and/or delivery of any goods and will be returned to the Proprietor or Occupier within seven (7) days of the Manager or Building Manager conducting an inspection and is satisfied that no damage has occurred to the Common Property or Common Property has been dirtied as a result of the move.

- 18.8 If required by the Manager or Building Manager, a Proprietor or Occupier of a Lot may be required to pay a Moving In/Moving Out fee for a Coordinator/Caretaker to coordinate the move in/move out. Unauthorised moves may be subject a fee of \$250.00 inc GST for the audit of the security camera system and report on the condition of the property.
- 18.9 A Proprietor or Occupier of a Lot must not leave in or on any of the Common Property in or around the Building any waste, packaging, wrappers, boxes and the like from move in/out of furniture and/or goods. All such waste, packaging, wrappers and the like must be taken away and disposed away from the Building by the Proprietor or Occupier immediately after the move failing which the Manager or Building Manager will arrange for its disposal at the Proprietor's or Occupier's costs, the costs of which will be deducted from any bond provided under Rule 18.7.
- 18.10 All cardboard boxes, packaging and the like from the move in/out of furniture and goods must not be disposed in the garbage chute. Costs of removing blockages caused by the disposal of these cardboard boxes, packing and the like in the garbage chute will be charged to the offending Proprietor or Occupier.

16. Interference with Common Property

- 19.1 A Proprietor or Occupier of a Lot must not, without the prior written consent of the Owners Corporation, remove any article from the Common Property placed there by direction or authority of the Owners Corporation and must use all reasonable endeavours to ensure that those articles are used only for their intended use and not damaged.
- 19.2 A Proprietor or Occupier must not place any personal items on Common Property for the purpose of decorating the Common Property without the written approval of the Manager.
- 19.3 A Proprietor or Occupier of a Lot must not interfere with the operation of any equipment installed on the Common Property.
- 19.4 A Proprietor or Occupier of a Lot must not use the Common Property or permit the Common Property to be used in a manner as to unreasonably interfere with or prevent its use by other Proprietors or Occupiers of Lots or their families or visitors.
- 19.5 A Proprietor or Occupier of a Lot must not enter into or permit any person to enter into any plant room, machine housing or the waste disposal room, electricity switch room, machinery room (without the consent of the Owners Corporation) or adjust or cause adjustment to the thermostat, board control, thermostat, electricity, gas, or heating or cooling controls so as to interfere with any installations or services in or on the Common Property without the consent of the Owners Corporation.
- 19.6 A Proprietor or Occupier of a Lot must not place within that Lot anything, including decorative items or stack storage items or furniture higher than 500 mm below a fire sprinkler or within 500 mm from a fire sprinkler in any direction so as to not hinder its operation or the efficacy of its operation.

17. Security of Common Property

- 20.1 A Proprietor or Occupier of a Lot must not do anything which may prejudice or be detrimental to the security, integrity or safety of the Common Property.
- 20.2 A Proprietor or Occupier of a Lot must not allow persons unknown to or un- accompanied by them to follow them through or entry to the secured doors to the Building or carpark to the lobby or any other Common Property.

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18. Notification of damage to Common Property

- 18.1 A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation, the Manager or the Building Manager on becoming aware of any damage to in the Common Property and/or Common Property facility.

19. Compensation to Owners Corporation

- 19.1 A Proprietor or Occupier of a Lot must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that Proprietor or Occupier or their respective tenants, licensees or invitees.

20. Restricted use of Common Property

- 23.1 The Owners Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Owners Corporation from fire or other hazards. Without limitation, the Owners Corporation may, to the extent necessary to ensure the security and to preserve the safety of the Common Property only:
- (a) close off any part of the Common Property not required for access to a Lot on a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or Occupiers of any part of the Common Property;
 - (b) permit, to the exclusion of Proprietors and Occupiers, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;
 - (c) restrict by means of key or other security device the access of Proprietors or Occupiers;
 - (d) restrict by means of key or other security device the access of the Proprietors or Occupiers of one level of the Lots to any other level of the Lots.

21. Security Access Key

- 24.1 The Owners Corporation may charge a fee for any approved additional Security Access Key required by a Proprietor.
- 24.2 Proprietor of a Lot must exercise a high degree of caution and responsibility in making a Security Access Key available for use by any Occupier of a Lot and must use all reasonable endeavours (including without limitation an appropriate stipulation in any lease or licence of a Lot to the Occupier) to ensure the return of the Security Access Key to the Proprietor, the Owners Corporation, the Manager or the Building Manager when it is no longer required by the Occupier of the relevant Lot.
- 24.3 A Proprietor or Occupier of a Lot in possession of a Security Access Key must not duplicate the Security Key or permit it to be duplicated and must take all reasonable precautions to ensure that the Security Access Key is not lost or handed to any person other than another Proprietor or Occupier and is not to dispose of otherwise than by returning it to the Proprietor, or the Owners Corporation or the Manager or the Building Manager.
- 24.4 A Proprietor or Occupier of a Lot must promptly notify the Owners Corporation if a Security Access Key issued to him or her is lost or destroyed.
- 24.5 The cost of replacing any Security Access Key or any security device which is issued to the Proprietor of the Owners Corporation will be at that Proprietor's cost.
- 24.6 The maximum number of Security Access Keys (remote transmitter) to give access to the respective level which a Proprietor or Occupier's carpark Lot is located on is one (1) per car space.

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22. Garbage

- 25.1 A Proprietor or Occupier of a Lot must not deposit or throw garbage onto the Common Property except into a receptacle or area specifically provided for garbage.
- 25.2 The Proprietors or Occupiers of Apartment Lots must use the clearly marked garbage chutes for the disposal of only general household waste and small recyclable items.
- 25.2.1 All general household waste disposed via the garbage chute must be drained and at all times wrapped/secured/tied in small parcels/rubbish bags before being placed in the garbage chute.
- 25.2.2 All cardboard boxes and packaging must be broken down and flattened and must be taken to the Lower Ground refuse room and placed in the designated recycle bins provided by the Owners Corporation. Dumped cardboard boxes will attract a fine for the identified Proprietor or Occupier.
- 25.2.3 Oversized waste such as pillows, doonas, blankets, construction/fit out waste, packing and the like from move ins/outs and hard rubbish must not be disposed of in the garbage chute or on any area of Common Property. Costs of removing blockages caused by disposal of oversized waste in the garbage chute and/or removal of such items from Common Property will be charged to the offending Proprietor or Occupier.
- 25.2.4 A Proprietor 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.
- 22.3 The Proprietor or Occupier of a Commercial Lot:
- (a) must bag and secure and deposit all garbage within that Commercial Lot;
 - (b) must arrange for removal of all garbage at its own cost unless otherwise approved by the Owners Corporation;
 - (c) is only permitted to locate its waste bin/s within the area designated for such use by the Owners Corporation/Manager within the loading bay, only on those days and at those times when that Commercial Lot's waste is due to be collected; and
 - (d) must immediately remove its rubbish bin/s from the loading bay after the garbage has been collected; and
 - (e) must arrange for and ensure its rubbish bins are washed on a regular basis.
 - (f) must ensure that any recyclable waste, without limitation, paper, cardboard and plastic containers as from time to time nominated by the Owners Corporation must be disposed of via the recyclable material chute, or for larger items such as cardboard boxes, must be taken to the Lower Ground refuse room and broken down and placed in the designated recycle bins provided by the Owners Corporation for such waste disposal. Dumped cardboard boxes will attract a fine for the identified Proprietor or Occupier.
 - (g) must ensure all other office waste (except for ink and toner cartridges) must be securely wrapped at all times in small parcels and deposited into a receptacle or area on Common property specifically provided for waste disposal;
 - (h) must arrange for the appropriate disposal of all used ink/toner cartridges and electrical/electronic equipment;
 - (i) must ensure that any oversized waste such as construction/fit out waste, packing and the like from move ins/outs and hard rubbish must not be disposed of in the garbage chute or on any area of Common Property. Costs of removing blockages caused by disposal of oversized waste in the garbage chute and/or removal of such items from Common Property will be charged to the offending Proprietor or Occupier;

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- (j) 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.

23. Storage of flammable liquids

- 26.1 A Proprietor or Occupier of a Lot (other than a Commercial Lot) must not except with the written consent of the Manager or Building Manager, use or store on the Lot any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes.
- 26.2 A Proprietor or Occupier of a Commercial Lot must not except with the written consent of the Manager or Building Manager, use or store on the Lot any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used in the ordinary course of its business.
- 26.3 Notwithstanding anything in this Rule, a Proprietor or Occupier of a Commercial Lot which includes a grease waste interceptor room in the basement of the Building and/or a store, must not use or store within their grease waste interceptor room and/or store, any flammable chemical, liquid, gas or other flammable material at all at any time. Such grease waste interceptor room must not at any time be used as a store.
- 26.4 A Proprietor or Occupier of a Commercial Lot must not except with the written consent of the Manager or Building Manager, use or store on the Lot any flammable chemical, liquid, gas or other flammable material on its Lot.
- 26.5 The Manager or Building Manager in consenting to any such storage may limit the quantity permitted to be stored at any one time and from time to time and impose at its absolute discretion terms and conditions for such storage.

24. Pets and animals

- 27.1 A Proprietor or Occupier of a Lot can keep an animal within their lot unless the Member has been given notice by the Owners Corporation to remove and keep removed such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 27.2 A Proprietor or Occupier of a Lot must ensure that any animal belonging to the Proprietor or Occupier does not vomit, urinate or defecate on any Common Property and must immediately clean any vomit, urine or faeces and any other mess or untidiness caused by the animal.
- 27.3 A Proprietor or Occupier of a Lot must:
- (a) obtain written approval from the Owners Corporation prior to have any animals within their lot.
 - (b) comply with the *Domestic Animals Act 1984 (Vic)*.
 - (c) ensure that any animal belonging to the Proprietor or Occupier is restrained and kept on a lead/leash or carried in a cage whilst on the Common Property and must not be located on or over the Common Property for longer than is reasonably necessary;
 - (d) Take all steps necessary to ensure that any animal belonging to them or in his or her control does not cause a nuisance (including bringing that animal indoors to minimise noise).
 - (e) not keep any animal upon the Common Property or balcony/terrace of a Lot after being given notice by the Owners Corporation to remove such animal once the Owners Corporation has resolved that the animal is causing a nuisance.
- 27.4 To minimise animal noise, a Proprietor or Occupier of a Lot must not leave any animal belonging to them or in their control on their Lot's balcony either overnight or whilst the Proprietor or Occupier is away from their Lot.

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- 27.5 A Proprietor or Occupier of a Lot must reimburse the Owners Corporation for the cost associated to repair/clean or reinstate the Common Property as a result of any damage, marks, smells or paw prints caused by any animal belonging to them or in their control. Any such cost is to be paid to the Owners Corporation within 28 days of receiving the respective invoice.
- 27.6 If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to Proprietors/Occupiers of a Lot or to Common Property, it must give reasonable notice of this resolution to the Proprietor or Occupier who is keeping the animal.
- 27.7 A Proprietor or Occupier of a Lot who is keeping an animal that is subject of a notice under Rule 27.6 must remove that animal permanently from their Lot.
- 27.8 Rule 27.6 does not apply to an animal that assists a person with an impairment or disability.
- 27.9 The Proprietor or Occupier of a Commercial Lot must ensure that its customers, staff and visitors comply with this Rule. The Proprietor or Occupier of a Commercial Lot will be responsible for any breach of this Rule by its staff, customers or visitors

25. Consent of Owners Corporation

- 28.1 A consent given by the Owners Corporation under these Rules must be made in writing. It may be given or revoked and subject to conditions.

26. Complaints and applications

- 29.1 A Proprietor may make a complaint in respect of the Building, the Manager, the Building Manager or another Proprietor or Occupier of the Building by forwarding correspondence to the Manager.

27. Infectious diseases

- 30.1 In the event of any infectious disease which may require notification by virtue of any statute, regulation or ordinance affecting any person in any Lot, the Proprietor or Occupier of such Lot shall give, or cause to be given, written notice thereof and any other information which may be required relative thereto to the Manager and shall pay to the Owners Corporation the expenses of disinfecting the Building where necessary and replacing any articles or things the destruction of which may be rendered necessary by such disease.

28. Storage of bicycles

- 31.1 A Proprietor or Occupier of a Lot may store their bicycle within their own Lot (but not on their Lot's balcony/terrace).
- 31.2 A Proprietor or Occupier of a Lot may store a bicycle on the Bicycle Park. A Proprietor or Occupier stores their bicycle on the Bicycle Park at their own risk.
- 31.3 A Property or Occupier of a Lot must not permit any bicycle to be brought into or onto the main entry foyer or other parts of the Common Property as may be excluded by the Owners Corporation or its Manager from time to time.
- 31.4 A Proprietor or Occupier of a Lot cannot hold the Owners Corporation responsible in the event that their bicycle is stolen or damaged whilst stored on the Common Property of the Building, except to the extent that such loss or damage is caused by the negligence or unlawful act of the Owners Corporation, the Manager or the Building Manager.

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29. Insurance premiums

- 32.1 A Proprietor or Occupier of a Lot must not without the prior written consent of the Owners Corporation do or permit anything to be done (other than normal use of their Lot or use of the Common Property for the use to which it is intended) which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.
- 32.2 If the Proprietor or Occupier uses their Lot other than in the manner for which it is intended and as a result causes the insurance premium for the Owners Corporation to be made invalid, suspended, or increase the premium then the Proprietor or Occupier will:
- (a) stop using their Lot for any purpose other than for which it was intended (regardless of whether any approval had been granted by the Owners Corporation);
 - (b) pay any increase to the Owner's Corporation's insurance premium resulting from using their Lot for another purpose.

30. Fire control

- 33.1 A Proprietor or Occupier of a Lot must not:
- (a) use or interfere with any fire safety equipment except in the case of an emergency;
 - (b) obstruct any fire stairs or fire escape;
 - (c) allow the fire safety equipment (e.g. smoke detectors as installed in respect to their Lot) to become non-operational.
- 33.2 The Proprietor or Occupier of a Lot must ensure compliance with all statutory and other requirements relating to fire and fire safety in respect of their Lot, including but not limited to:
- (a) ensuring that smoke detectors installed in the Lot are properly maintained and tested on a regular basis; and
 - (b) that back up batteries relating to smoke detectors are replaced when required.
- 33.3 To avoid false alarm call outs by the fire brigade, a Proprietor or Occupier of a Lot must not:
- (a) smoke on Common Property, including the corridors, floor landings, foyer, lifts, stairwells and car park or such other parts of the Common Property, as the Owners Corporation or its Manager may designate from time to time;
 - (b) open the entry door to their Lot in non-dangerous instances (such as smoke from burning toast or other food) to eliminate the resulting smoke from their Lot. Only windows should be opened to allow smoke to escape in non-dangerous situations;
 - (c) open the entry door to their Lot whilst having steam cleaning or dry cleaning of their carpet undertaken;
 - (d) utilise fire hoses except in the case of an emergency;
 - (e) leave open the entry door of their Lot whilst having building works undertaken.
- 33.4 For the avoidance of doubt, in cases of negligence resulting in a false alarm call out being made by the fire brigade, the associated cost will be charged to the Proprietor or Occupier identified as being responsible which such amount to be paid within seven (7) days to the Owners Corporation or the relevant fire authority.

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31. Signs, window coverings and awnings

- 34.1 A Proprietor or Occupier of a Lot must not erect or fix any sign or notice for whatever purpose to any part of the Lot where it can be seen from any external position.
- 34.2 A Proprietor or Occupier may only install or permit the installation of window coverings that have been specified or approved by the Owners Corporation in its absolute discretion.
- 34.3 A Proprietor or Occupier of a Lot must not allow the erection of any "for sale" or "for lease" or similar boards on the Common Property or their Lot.
- 34.4 Notwithstanding anything else contained herein, a Proprietor or Occupier of a Lot must not install or permit the installation of venetians or vertical blinds to any part of the Lot.
- 34.5 Notwithstanding anything else contained herein, a Proprietor or Occupier of a Lot must not attach/affix/install or permit to attach, affix or install any type of window furnishing to any mullion, facade, spandrel, window frames on the Lot.
- 34.6 Without limiting the generality of the foregoing, the backing colour of any blinds, shades, awnings, window ventilators and other decorative fittings and fixtures visible from outside the Lot must be charcoal and no other colour whatsoever.
- 34.7 The Owners Corporation approved colour scheme, style.

32. Window tinting

- 35.1 A Proprietor or Occupier of a Lot must not allow any glazed portions of the Lot to be tinted or otherwise treated to change the visual characteristics of the original glazing.

33. No painting, finishing, etc of external façade or Common Property

- 36.1 A Proprietor or Occupier of a Lot must not paint, finish or otherwise alter or interfere with the external façade or improvement forming part of the Common Property or the external faces of their Lot.

34. Appearance of a Lot

- 37.1 A Proprietor or Occupier of a Lot must not hang or permit to be hung any clothes or other articles on any balcony/ rail/terrace or window on their Lot and/or on any landing, stairway or any other part of the Common Property.
- 37.2 A Proprietor or Occupier of a Lot may not without prior written consent of the Owners Corporation maintain within the Lot anything visible from outside of the Lot, that when viewed from outside the Lot is not in keeping with the rest of the Building.
- 37.3 Subject to Rule 37.13, a Proprietor or Occupier of a Lot must not construct or erect any shed, enclosure or structure of any nature or description, including clothes lines on a balcony or terrace of their Lot.
- 37.4 A Proprietor or Occupier of a Lot must not allow any balcony or terrace which forms part of any Lot to become unkempt or unsightly and that when watering or cleaning to ensure minimal disturbance to Proprietors and Occupiers of other Lots.
- 37.5 Without the prior written consent of the Manager, a Proprietor or Occupier of a Lot must not allow any items to be bolted down on the balcony/terrace floor area of their Lot.
- 37.6 A Proprietor or Occupier of a Lot must not install bars, screens or grilles or other safety devices to the exterior of any windows or doors of a Lot without the prior written consent of the Owners Corporation.

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- 37.7 A Proprietor or Occupier of a Lot must ensure that all items on the balcony or terraces are always stored safely and securely and during periods of high winds, all items likely to be lifted by the wind are removed from the balcony or terraces so as to minimise the risk of injury to people and damage to property.
- 37.8 A Proprietor or Occupier must not operate or permit to be operated on the Lot or within it any device or electronic equipment which interferes with any appliance lawfully in use on the Common Property, another Lot or another part of the Building.
- 37.9 A Proprietor or Occupier must not attach to or hang from the exterior of the Lot any aerial or any security device or wires.
- 37.10 A Proprietor or Occupier must not install or operate or permit to be installed or operated any intruder alarm which emits an audible signal.
- 37.11 A Proprietor or Occupier must not install any external wireless television aerial, sky dish receiver, satellite dish or receiver or any other apparatus that can be viewed from the exterior of the Building.
- 37.12 A Proprietor or Occupier must not allow any glass walls or windows to be dirty or unclean which is visible from outside the Lot.
- 37.13 A Proprietor or Occupier of a Lot must not install covering to or cover up any storage areas without the prior written consent of the Owners Corporation. Any covering must comply with fire regulations (including being fire retardant) and be of a colour or material approved by the Owners Corporation and subject to any other conditions set by the Owners Corporation.
- 37.14 Notwithstanding anything else contained in this Rule 37, a Proprietor and Occupier acknowledges and agrees that it will promptly take all reasonable actions to comply with a direction from the Manager or Building Manager in relation to the appearance of the Lot.
- 37.15 A Proprietor or Occupier of a Lot must not place anything, including decorative items or stack store items or furniture higher than 500 mm below any fire sprinkler or within 500 mm from a fire sprinkler in any direction so as not to hinder its operation or the efficacy of its operation.
- 37.16 A Proprietor or Occupier of a Lot must not install any bamboo screening that can be viewed from the exterior of the Building.

35. Mail

- 38.1 A Proprietor or Occupier of a Lot must ensure that it keeps clear on each and every day its mail receiving box of all mail, leaflets, circulars, pamphlets, newspaper, advertising materials or other objects and must arrange for all such required clearance by other persons should a Proprietor or Occupier of a Lot be absent for any reason for any period of more than 2 days. This requirement may be temporarily waived upon request made to the Manager in writing not less than seven (7) days prior to the date or dates for which such waiver is required.

36. Compliance with rules by invitees

- 39.1 A Proprietor or Occupier of a Lot must take all reasonable steps to ensure the invitees of the Proprietor or Occupier comply with these Rules.
- 39.2 A Proprietor of a Lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the Lot and any invitees of that lessee or licensee comply with these Rules.

37. Building works

- 40.1 A Proprietor or Occupier of a Lot must not undertake any building works within or about or relating to a Lot except in accordance with the following requirements:

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- (a) The Proprietor or Occupier of a Lot must enter into a 'Building Works Agreement' with the Owners Corporation which details the conditions to apply with respect to the works to be undertaken, including:
 - (i) adherence to these Rules;
 - (ii) carrying out a dilapidation survey (which may involve inspection of the area prior to commencement and also at completion of works);
 - (iii) accepted hours for works to be undertaken;
 - (iv) working access and also materials access;
 - (v) use of lifts;
 - (vi) indemnifying the Owners Corporation against damage, possible claims which may arise as a result of the works undertaken (except to the extent that such damage or claims are caused by the Owners Corporation or the Manager); and
 - (vii) payment of a reasonable bond as security.
- (b) such building works may only be undertaken after all requisite permits, approvals and consent under all relevant laws have been obtained and copies given to the Manager, and then strictly in accordance with those permits approvals and consents and any conditions thereof; and
- (c) the Proprietor or Occupier of a Lot must at all times ensure that such works are undertaken in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience from building operations to other Proprietors and Occupiers.

40.2 The Proprietor or Occupier of a Lot must not proceed with any such works until the Proprietor or Occupier:

- (a) submits to the Owners Corporation plans and specifications of all works proposed by the Proprietor or Occupier, regardless of whether the proposed works affect the external appearance of the Building or any of the Common Property or affect the Building structure or services or the fire or acoustic ratings of any component of the Building;
- (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request, and as shall be reasonable to enable the Owners Corporation and its consultants to be reasonably satisfied that those proposed works accord with the requirements of Rule 40.2 (a), do not endanger the Building and are compatible with the overall services to the Building and the individual floors;
- (c) receives written approval for those works from the Owners Corporation, such approval not to be unreasonably or capriciously withheld but which may be given subject to the condition that the reasonable costs of the Owners Corporation (which cost may include the costs of a building practitioner and/or consultants engaged by the Owners Corporation to consider and advise the Owners Corporation of such plans and specifications) be paid by the Proprietor and such approval will not be effective until such costs have been paid.

40.3 The Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier of a Lot and the Proprietor's or Occupier's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation or Manager or Building Manager concerning the method of building operations, means of access, use of the Common Property, on-site management and building protection and hours of work (and the main entrance and/or lobby must not be used for the purposes of taking building materials or building workmen to and from the relevant Lot unless the Owners Corporation gives written consent to do so) and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

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- 40.4 Without limiting the generality of Rule 40.3, the Proprietor or Occupier of a Lot must ensure that the Proprietor or Occupier of a Lot and the Proprietor's or Occupier's servants agents and contractors undertaking such works observe the following restrictions in respect of the works:
- (a) building materials must not be stacked or stored on Common Property without the prior written consent of the Manager.
 - (b) scaffolding must not be erected on the Common Property or the exterior of the Building without the prior written consent of the Owners Corporation;
 - (c) construction work must comply with all laws of the relevant Government Agencies;
 - (d) the exterior and the Common Property of the Building must at all times be maintained in a clean tidy and safe state; and
 - (e) without the prior consent of the Owners Corporation, construction vehicles and construction workers' vehicles must not be brought into, or parked in, the Common Property.
- 40.5 Before any of the Proprietor's or Occupier's works commence the Proprietor or Occupier must:
- (a) cause to be effected and maintained during the period of the building works, a contractor's all risk insurance policy to the satisfaction of the Owners Corporation;
 - (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation;
 - (c) pays such reasonable costs as per Rule 40.2 (c) to the Owners Corporation; and
 - (d) sign a form of indemnity in a form reasonably required by the Owners Corporation to indemnify the Owners Corporation against any damage which may be sustained to the Common Property or any injury which may occur to any person as a result of works being undertaken, except to the extent such damage or loss is sustained as a result of the negligence or unlawful act of the Owners Corporation, the Manager or the Building Manager.
- 40.6 The Proprietor or Occupier must ensure that they do not access other Lots on the Plan or the Common Property for the installation and maintenance of services and associated building works without the consent or licence of the Proprietor or Occupier of the relevant Lot or of the Owners Corporation in the case of the Common Property.
- 40.7 The Proprietor or Occupier of a Lot must promptly make good all damage to, and dirtying of, the Building, the Common Property, the services thereof or any fixtures fittings and finishes which are caused by such works. If the Proprietor or Occupier fails to promptly make good such damage after being given notice to do so, the Owners Corporation may make good the damage and clean the Common Property, and in that event the Proprietor or Occupier must pay the Owners Corporation's costs incurred in making good the damage or cleaning the Common Property.
- 40.8 A Proprietor or Occupier of a Lot must ensure that all floor space within the Lot is covered or otherwise treated to an extent sufficient to prevent the transmission from the Lot or floor space noise or odour likely to disturb the peaceful enjoyment of a Proprietor or Occupier of another Lot.

38. Compliance with laws

- 41.1 A Proprietor or Occupier of a Lot must at the Proprietor's or Occupier's expense promptly comply with all laws relating to the Lot including, without limitation, any requirement, notice or order of any governmental authority.

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- 41.2 A Proprietor or Occupier of a Lot must not use the Lot for any purpose that may be illegal or injurious to the reputation of the Building or which may cause a nuisance or hazard to any other Proprietor, Occupier of a Lot or their agents or invitees.

39. Conduct of meeting

- 42.1 The conduct of meetings of the Owners Corporation must be regulated in accordance with the Act and the *Owners Corporations Regulations 2007*.

40. Recovery of Owners Corporation contribution fees/legal costs

- 43.1 The Proprietor must pay within 14 days after demand by the Owners Corporation all reasonable and proper legal costs which the Owners Corporation pays, incurs or expends in consequence of any default by the Proprietor in the performance or observance of any term, covenant or condition contained in these Rules including but not limited to recovery of Owners Corporation contribution fees.

41. Penalty interest

- 41.1 The Proprietor or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act 1983 (Vic)* on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.
- 41.2 Any payments made for the purposes of these Rules, Act or Regulations will be appropriated first in payment to any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

42. Use of appurtenances/apparatus

- 45.1 A Proprietor or Occupier of a Lot must not:
- (a) use any toilets, pipes and drains, for any other purpose other than those which they were constructed;
 - (b) sweep or dispose of rubbish or other unsuitable substances into them.
- 45.2 Any costs or expenses resulting from any damage or blockage caused by a breach of this Rule must be borne by the Proprietor or Occupier found to be responsible for the damage or blockage. If the Occupier responsible for the breach of this rule does not pay the resulting costs or expenses, then the Proprietor will be held responsible for payment.

43. No trade or business

- 46.1 The Proprietor or Occupier of a Lot (other than a Commercial Lot) must not use that Lot or any part of the Common Property for any trade or business nor permit others to do so.
- 46.2 The Proprietor or Occupier of a Commercial Lot may carry on a trade or business from the relevant Commercial Lot, provided:
- (a) the planning scheme governing the use of that Commercial Lot permits that trade or business to be carried on from that Commercial Lot;
 - (b) any requirements in respect of the trade or business stipulated by any Government Agency from time to time are complied with; and
 - (c) the trade or business can be carried on and is carried on without causing undue nuisance to the Proprietors and Occupiers of other Lots and is otherwise in accordance with these Rules.
- 46.3 The Proprietor or Occupier of a Commercial Lot can have a liquor licence.

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For the avoidance of doubt, the term 'trade or business' shall include, but not be limited to, short term rentals arranged through "Airbnb", "Stayz" or similar sites.

44. Private barbeques

- 47.1 A Proprietor or Occupier of an Apartment Lot must consider smells permeating through the Building and exercise courtesy to their neighbours when using a barbeque on their Lot balcony/terrace.

45. Signage licence

- 48.1 A Proprietor or Occupier of a Commercial Lot may erect or fix a sign or notice to the Commercial Lot which is associated with the business carried out from that particular Commercial Lot provided the Proprietor or Occupier has obtained:
- (a) the necessary authority consents;
 - (b) the written consent of the base building architect, such consent not to be unreasonably withheld;
 - (c) the written consent of the Owners Corporation, such consent not to be unreasonably withheld; and
 - (d) compliance with the signage guidelines

46. Wind

- 46.1 A Proprietor or Occupier of an Apartment Lot must ensure that prior to departing their Apartment Lot and for so long as their Apartment Lot is not occupied by a responsible adult that all doors (including doors to balconies/terraces) and windows are tightly closed, to minimise the likelihood of risk and damage to surrounding people or property. During periods of high winds, all loose items are also to be removed from those balconies/terraces.
- 49.2 During periods of high winds, a Proprietor or Occupier of an Apartment Lot must ensure that all doors and windows are tightly closed, including balcony doors to minimise the likelihood of risk and damage to property or the Building or injury to persons.

47. Breach of these Rules

- 50.1 Notwithstanding anything else contained herein, if the Proprietor or Occupier breaches any of the Rules contained herein, it acknowledges and agrees that it will:
- (a) do all things; or
 - (b) cease doing such things; or
 - (c) comply with such reasonable requests made by the Manager or Building Manager, to remedy such breach without delay.
- 50.2 Where the Proprietor or Occupier breaches a Rule which results in damage, fees or any costs of associated costs to the Owners Corporation, then the Proprietor or Occupier acknowledges and agrees that it will be responsible for the cost of repairing or rectifying such breach (where appropriate) as soon as possible after it receives notification from the Manager or the Building Manager.
- 50.3 If the Proprietor or Occupier does not comply with its obligations pursuant to Rule 50.1 and 50.2 within a reasonable period, the Owners Corporation may do all such things necessary to rectify the breach and the Proprietor or the Occupier must pay the Owners Corporation its costs of attending to same within 14 days of receiving an invoice for such works or actions.

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- 50.4 Where damages are insufficient or an inappropriate remedy for a breach of these Rules by the Proprietor or the Occupier, then the Proprietor or Occupier acknowledges and agrees that the Owners Corporation or the Manager or Building Manager acting on its behalf shall be entitled to apply to any court of competent jurisdiction for an injunction to prevent any breach or threatened breach of these Rules.

48. Health, Safety and Security

- 51.1 A Proprietor or Occupier of a Lot must not use the Lot, or permit it to be used, so as to cause hazard to the health, safety and security of a Proprietor, Occupier, or user of another Lot.

49. Selling or Leasing Activities

- 52.1 A Proprietor or Occupier of a Lot must ensure that any selling or leasing agent of the Proprietor's Lot does not place any exhibit or advertising sign or board:

- (a) at the entry way to the Lot;
- (b) in the Building;
- (c) in or on the Common Property; or
- (d) in front or at the back of the Building

without the prior written consent of the Manager (which consent may be withheld by the Manager in its absolute discretion).

- 52.2 A Proprietor or Occupier of a Commercial Lot must obtain the consent of the Owners Corporation (which consent may be provided in its absolute discretion) for sales agents and potential tenants and/or purchasers of the lots to access the Lots.

- 52.3 A Proprietor or Occupier of a Commercial Lot must adhere to the Signage Guidelines, as attached.

50. Dispute Resolution

- 54.1 The grievance procedure set out in this Rule applies to disputes involving a Proprietor, Manager, Occupier or the Owners Corporation.
- 54.2 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute in writing by the complainant.
- 54.3 If there is no grievance committee, the Owners Corporation must be notified in writing of any dispute by the complainant, regardless of whether the Owners Corporation is an immediate party to the dispute.
- 54.4 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.
- 54.5 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 54.6 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 Act.
- 54.7 This process is separate from and does not limit any further action under Part 10 of the Act.

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51. Car Stackers

51.1 A Proprietor or Occupier must not:

- (a) use a Stacker Lot for the parking of vehicles which do not meet the car stacker manufacturer's specifications, the requirements of the Owners Corporation and any rules of use imposed by the Owners Corporation from time to time;
- (b) allow or permit any person to use the car stacker if they have not undertaken an induction and training course on the car stacker's use, if so required by the Owners Corporation;
- (c) allow or permit any person to use the car stacker who is not an owner or Occupier of the Proprietor's Lot;
- (d) fail to provide particulars to the Owners Corporation of the Proprietor's or Occupier's vehicle and contact details using the car stacker including registration number and advise the Owners Corporation of any change;
- (e) damage or misuse the car stacker;
- (f) use, or allow a car stacker to be used for parking of a vehicle unless it is owned or used by the Proprietor or an Occupier of a Stacker Lot;
- (g) fail to comply with any rules, requirements or directions about any security device which activates or operates the car stacker;
- (h) fail to promptly report to the Owners Corporation any damage, malfunction or failure of the car stacker to operate; nor
- (i) delegate, assign or sublet any of its rights under this Rule to anyone other than the Member or Occupier of a Stacker Lot.

51.2 The Proprietors and/or Occupiers acknowledge that the Owners Corporation owns the car stackers in the Development.

51.3 The Owners Corporation will:

- (a) procure the maintenance, repair and replacement of all car stackers for all Members that own a Stacker Lot and ensure there is suitable insurance for the car stackers;
- (b) do all things reasonably required to ensure that all car stackers operate in the ordinary course as designed except during times of scheduled maintenance, repair or replacement; and
- (c) replace a car stacker when the Owners Corporation decides the car stacker is at the end of its economical or practical life or it is otherwise appropriate to replace it.

51.3 A Proprietor or Occupier with a Stacker Lot must:

- (a) ensure that any vehicle is removed from the car stacker when requested by the Owners Corporation or its authorised repairer for any scheduled, unexpected or emergency maintenance, repair or replacement of the car stacker;
- (b) not use a Stacker Lot when the Owners Corporation determines that the car stacker must be maintained, repaired or replaced; and
- (c) permit access to the Stacker Lot for such works to be carried out.

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- 51.4 A Proprietor or Occupier must not make any claim against the Owners Corporation for:
- (a) any loss or cost due to the Proprietor or Occupier's failure to observe Rule 56.4; or
 - (b) the failure of the car stacker due to maintenance, repair or replacement in the ordinary course or due to unexpected or emergency circumstances or events.
- 51.5 A Proprietor or Occupier must reimburse the Owners Corporation as and when required by it for all loss, damage or cost incurred by the Owners Corporation because of any damage to a car stacker caused by the Proprietor, the Occupier and any third party to the extent that the loss, damage or cost is not recoverable from the Owners Corporation's insurer.
- 51.6 A Proprietor that owns a Stacker Lot must pay the Owners Corporation as and when required by the Owners Corporation the amount equal to the total of the following costs or amounts divided by either the number of Stacker Lots, or all lots in the Owners Corporation, as determined by the Manager from time to time:
- (a) costs incurred by the Owners Corporation under Rules 56.3(a), 56.3(b), 56.3(c) inclusive;
 - (b) all operational costs required to operate the car stackers;
 - (c) a contribution to a sinking fund for the eventual replacement of the car stackers at the end of their economic or practical life;
 - (d) a management fee as determined by the Owners Corporation.
- 51.7 Each Proprietor that owns a Stacker Lot must pay the amount in Rules 56.3(a), 56.3(b), 56.3(c), 56.7(b), 56.7(b), 56.7(c) and 56.7(d) even if the Member does not use the Stacker Lot.
- 51.8 The Proprietor acknowledges and agrees that the Owners Corporation may calculate the costs, contributions and liabilities and require payment in any way it considers is reasonable and must not challenge such calculation.

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1194199

APPLICANT'S NAME & ADDRESS

FIRST CLASS LEGAL C/- INFOTRACK (INTOUCH) C/-
LANDATA
DOCKLANDS

VENDOR

FERGUSON, WARREN JOHN

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

62288

This certificate is issued for:
LOT 8G PLAN PS721868 ALSO KNOWN AS 112 - 124 MIDDLEBOROUGH ROAD BLACKBURN SOUTH
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 NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3
- is within a SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9
and a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and abuts a TRANSPORT ZONE 2 - PRINCIPAL ROAD NETWORK

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/>

29 October 2025
Sonya Kilkeny
Minister for Planning

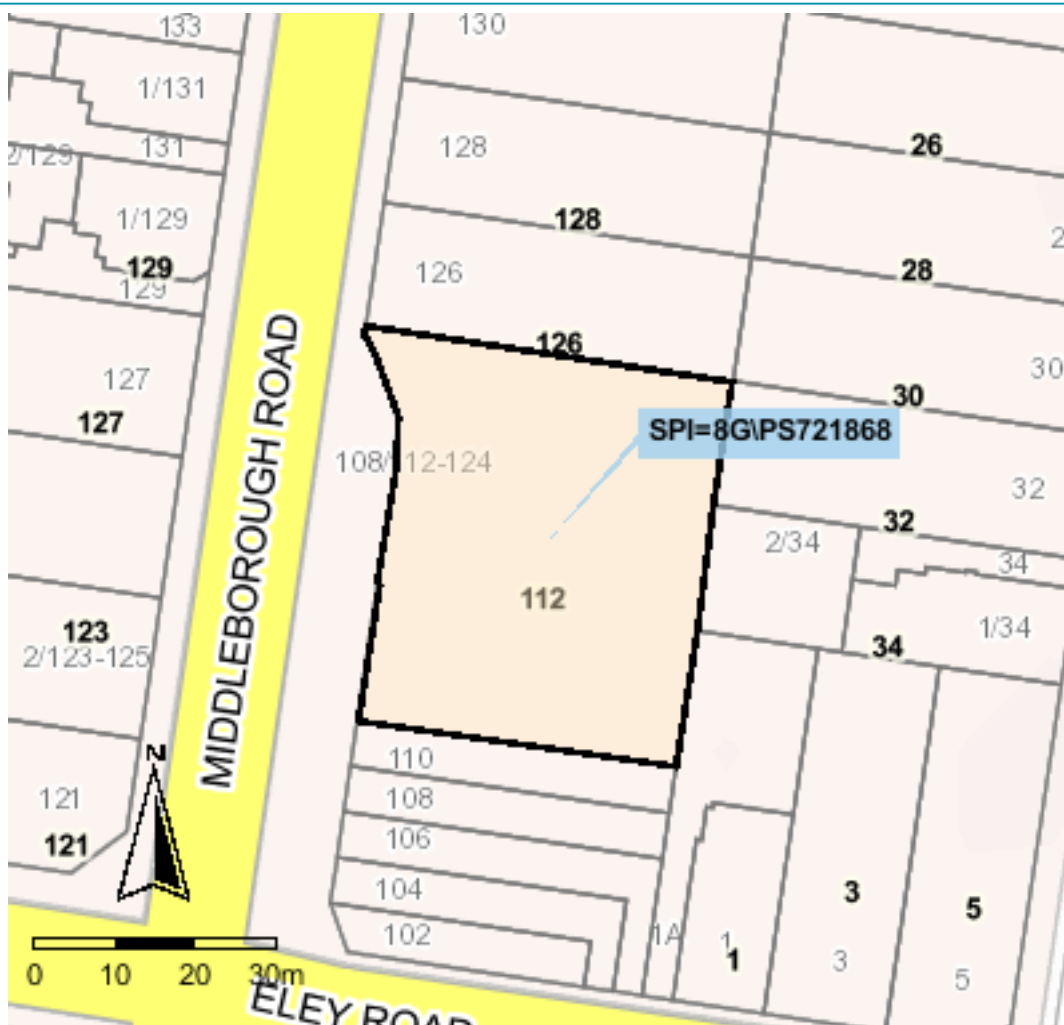
Additional site-specific controls may apply.
The Planning Scheme Ordinance should be checked carefully.
The above information includes all amendments to planning scheme maps placed on public exhibition up to the date of issue of this certificate and which are still the subject of active consideration
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.



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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

From www.planning.vic.gov.au at 04 October 2025 04:01 PM

PROPERTY DETAILS

Address: G8/112-124 MIDDLEBOROUGH ROAD BLACKBURN SOUTH 3130
Lot and Plan Number: Lot 8G PS721868
Standard Parcel Identifier (SPI): 8G\PS721868
Local Government Area (Council): WHITEHORSE
Council Property Number: 284627
Planning Scheme: Whitehorse
Directory Reference: Melway 61 F5

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

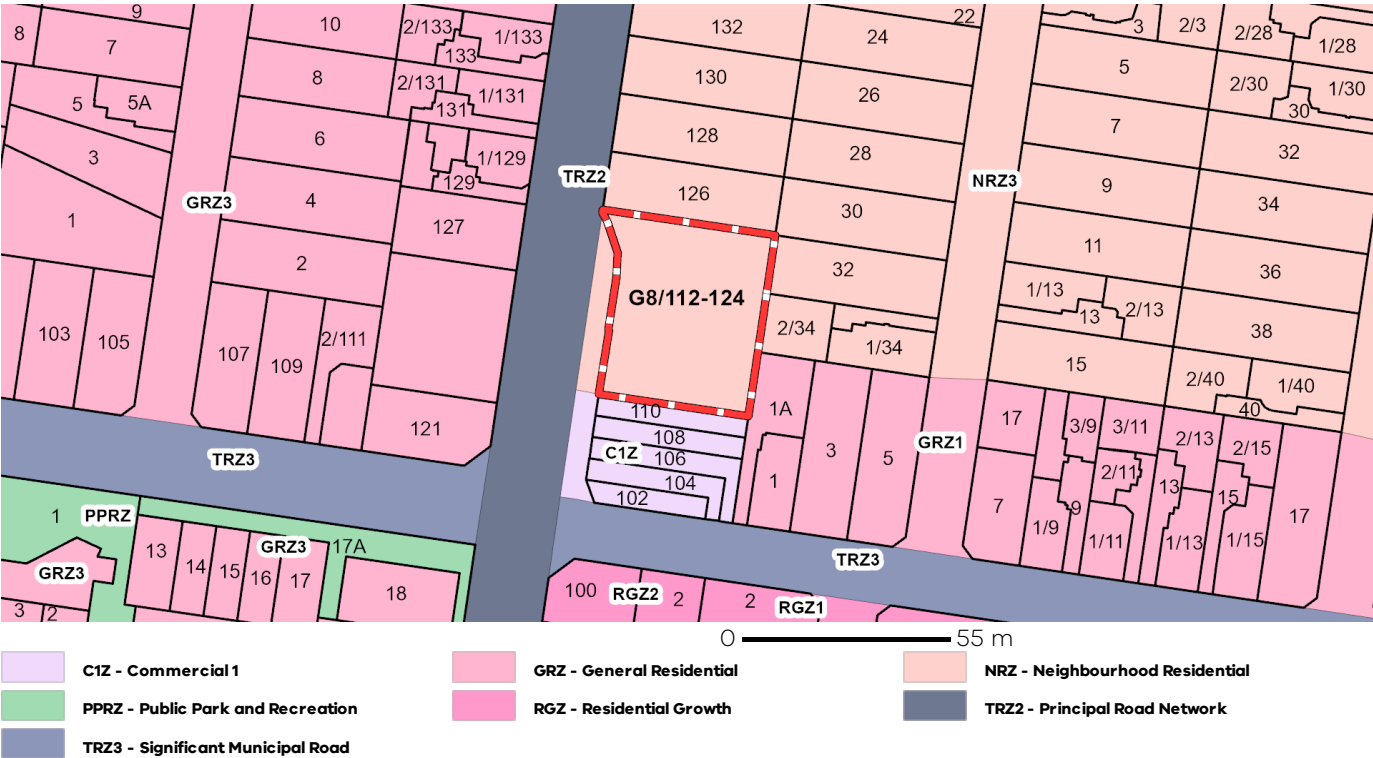
STATE ELECTORATES

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

NEIGHBOURHOOD RESIDENTIAL ZONE (NRZ)
NEIGHBOURHOOD RESIDENTIAL ZONE - SCHEDULE 3 (NRZ3)

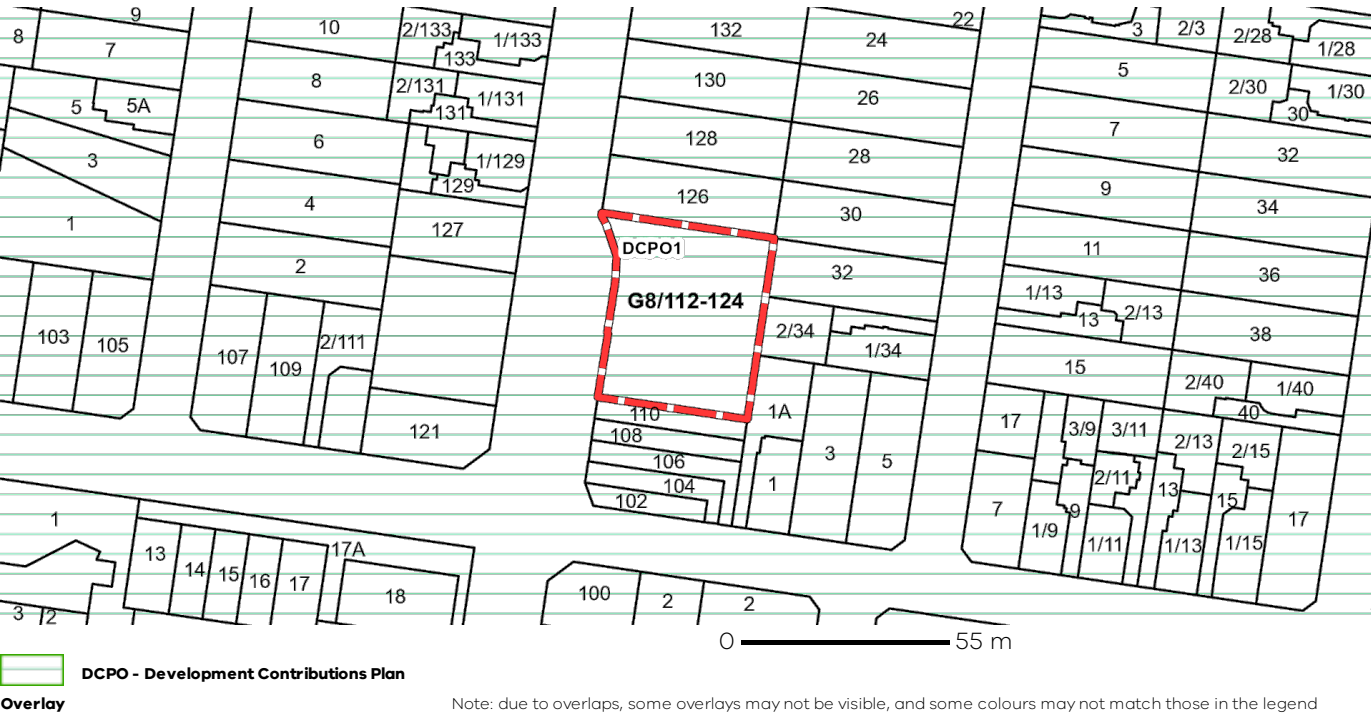


Note: labels for zones may appear outside the actual zone - please compare the labels with the legend.

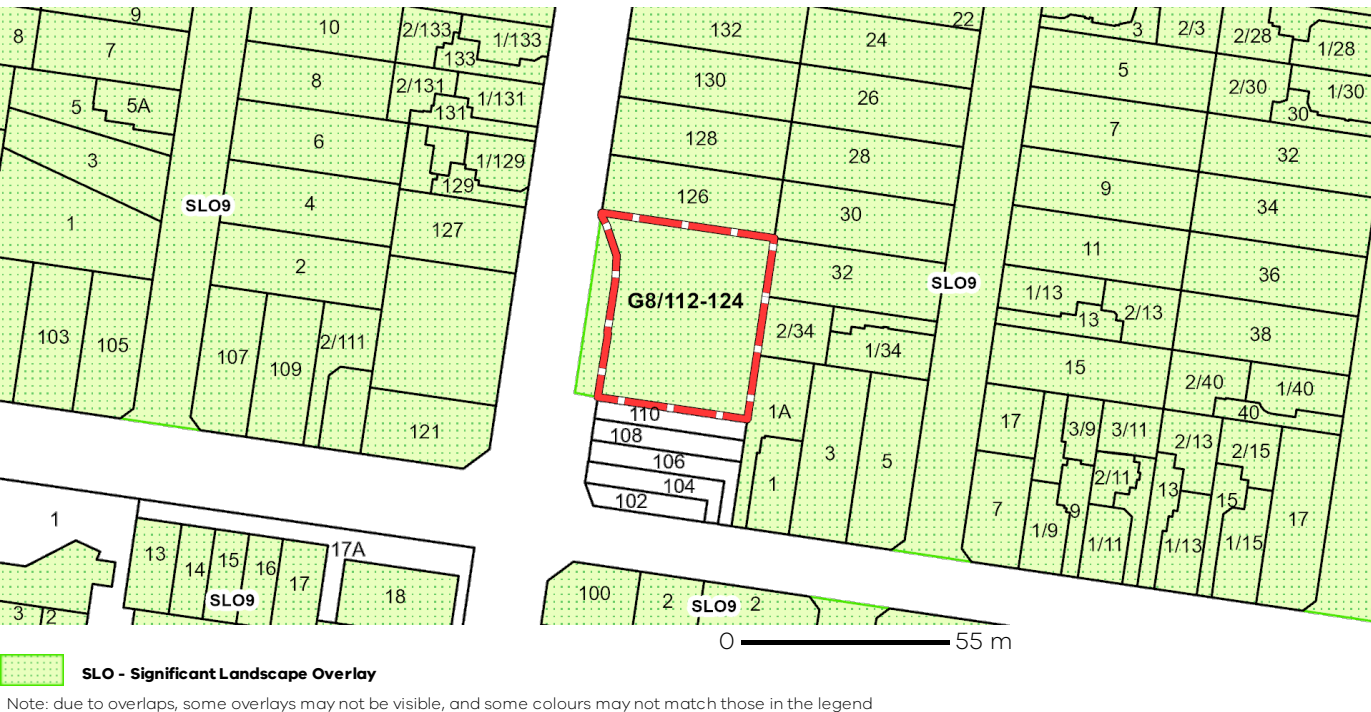
PLANNING PROPERTY REPORT

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)



SIGNIFICANT LANDSCAPE OVERLAY (SLO)
SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



PLANNING PROPERTY REPORT



Department
of Transport
and Planning

Planning Overlays

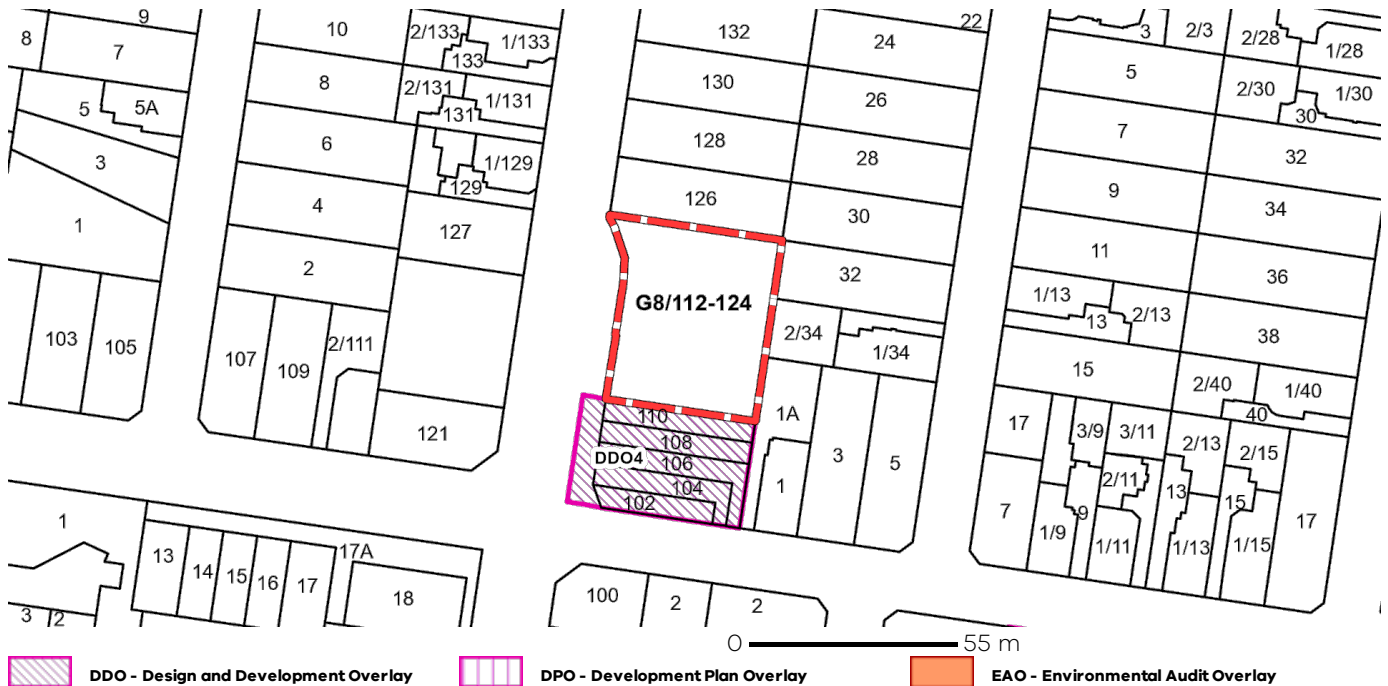
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

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

[DEVELOPMENT PLAN OVERLAY \(DPO\)](#)

[ENVIRONMENTAL AUDIT OVERLAY \(EAO\)](#)



Note: due to overlaps, some overlays may not be visible, and some colours may not match those in the legend

Further Planning Information

Planning scheme data last updated on 2 October 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>

PLANNING PROPERTY REPORT



Department
of Transport
and Planning

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://nativevegetation.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://naturekit.environment.vic.gov.au)

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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).



G8/112-124 Middleborough Road, Blackburn South, Victoria

Owner Builder Report (Section 137B Report)

OBR - Owner builder report Section 137B - Owner Builder Report (Section 137B Report)
30 Oct 2025

Report number:	14430612
Inspection Date:	30 Oct 2025
Property Address	G8/112-124 Middleborough Road, Blackburn South, Victoria
Owner Builder Works	See Description of Works to be Inspected on Page 8

Service

As requested by the Client, RBI has agreed to undertake the inspection, carried out by the Building Consultant, and provide this Owner Builder Defects Report in order to assist the Client with complying with their requirements under section 137B of the Building Act (Owner Builder Construction).

"Client" means the person or persons, for whom the Report was prepared for, including the Owner.

"Building Act" means the Building Act 1993 (Vic).

"Building Consultant" means a person, business or company who is qualified and experienced to undertake an inspection in accordance with Australian Standard AS 4349.0-2007 'Inspection of Buildings' including Appendix C and the Building Act.. The consultant must also meet any Government licensing requirement, where applicable.

"Owner" means the owner of the property identified above.

"Owner Builder Works" means the building works identified in drawings provided or identified to the Building Consultant and RBI by the Owner, or the Client on the Owner's behalf, referred to in the section below titled "Description of Works to be Inspected".

"Rapid Building Inspections" or "RBI" means Rapid Building Inspections Pty Ltd (ABN 75 614 843 131).

"Report" means this Owner Builder Defects Report, including all the terms and conditions, undertaken with respect to the Owner Builder Works, prepared to assist the Owner with complying with their requirements under s 137B of the Building Act.

This Report is not a Pre Purchase Report, but has been carried out on behalf of the owner to assist the owner with fulfilling their obligations under section 137B of the Building Act. While this Report contains the matters that are required under s 137B(2)(a)(i) of the Building Act, the Owner is responsible for ensuring they fully comply with s 137B of the Building Act.

This Owner Builder Defects Report was produced for the exclusive use of the Client. Neither RBI or the Building Consultant, their company or firm are liable for any reliance placed on this report by any third party.

Terms on which this report was prepared

Owner Builder Defects Report (137B Report)

PURPOSE OF INSPECTION

The purpose of this inspection is to provide an Owner Builder Defects Report to the Client regarding the condition of any renovations, extensions or other works undertaken by the Owner as an Owner Builder to assist the Client with fulfilling their obligations under section 137B of the Building Act. This Report only covers the Owner Builder Works as identified to RBI by the Client.

SCOPE OF INSPECTION

This Report only covers or deals with any evidence of, with respect to the Owner Builder Works,: Structural Damage; Conditions Conducive to Structural Damage; any Major Defect in the condition of Secondary Elements and Finishing Elements; collective (but not individual) and the matters that must be covered in a building report that is provided under 137B of the Building Act

Minor Defects; and any Serious Safety Hazard discernible at the time of inspection in connection with the Owner Builder Works. The inspection is limited to the Readily Accessible Areas of the Building & Site (see Note below) and is based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests.

"Structural Damage" means, with respect to the Owner Builder Works, a significant impairment to the integrity of the whole or part of the Structure falling into one or more of the following categories:

(a) Structural Cracking and Movement - major (full depth) cracking forming in Primary Elements resulting from differential movement between or within the elements of construction that form part of the Owner Builder Works,, such as foundations, footings, floors, walls and roofs in this area.

(b) Deformation - an abnormal change of shape of Primary Elements that form part of the Owner Builder Works resulting from the application of load(s).

(c) Dampness - the presence of moisture, which is causing consequential damage to Primary Elements.

(d) Structural Timber Pest Damage - structural failure, i.e. an obvious weak spot, deformation or even collapse of timber Primary Elements resulting from attack by one or more of the following wood destroying agents: chemical delignification; fungal decay; wood borers; and termites.

"Structure" means the loadbearing part of the building that forms part of the Owner Builder Works, comprising the Primary Elements.

"Primary Elements" means those parts of the building that form part of the Owner Builder Works providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams or columns. The term 'Primary Elements' also includes other structural building elements that form part of the Owner Builder Works -including: those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

"Conditions Conducive to Structural Damage" means noticeable building deficiencies or environmental factors that may contribute to the occurrence of Structural Damage in the Owner Builder Works.

"Major Defect" means defect of significant magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the Owner Builder Works.

"Secondary Elements" means those parts of the Owner Builder Works not providing loadbearing capacity to the Structure, or those nonessential elements which, in the main, perform a completion role around openings in Primary Elements and in connection with the Owner Builder Works in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

"Finishing Elements" means, with respect to the Owner Builder Works, the fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor and wall tiles, trim or paint. The term 'Finishing Elements' does not include furniture or soft floor coverings such as carpet and lino.

"Minor Defect" means defect other than a Major Defect.

"Serious Safety Hazard" means any item that may constitute an immediate or imminent risk to life, health or property.

Occupational, health and safety or any other consequence of these hazards has not been assessed.

"Tests" means where appropriate the carrying out of tests in relation to the Owner Builder Works using the following procedures and instruments:

(a) Dampness Tests - additional attention to the visual examination was given to those accessible areas which the consultant's experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.

(b) Physical Tests - the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.

ACCEPTANCE CRITERIA

Unless noted in "Special Conditions or Instructions", the Report assumes that the existing use of the Owner Builder Works, and the building more generally, will continue.

This Report only records the observations and conclusions of the Consultant about the readily observable state of the Owner Builder Works disclosed to Rapid Building Inspections and listed on this report at the time of inspection. The Report therefore cannot deal with:

(a) possible concealment of defects, including but not limited to, defects concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint; and

(b) undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out.

These matters outlined above in (a) & (b) are excluded from consideration in this Report.

If the Client has any doubt about the purpose, scope and acceptance criteria on which the Report was based please discuss your concerns with the Consultant on receipt of the Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

LIMITATIONS

The Client acknowledges:

1. A visual only inspection may be of limited use to the Client, particularly where the cause/source of a defect cannot be determined by visible inspection only. In addition to a visual inspection and in order to thoroughly inspect the Readily Accessible Areas of the Owner Builder Works - the consultant may carry out necessary non invasive tests.
2. This Report does not include the inspection and assessment of items or matters outside the scope of the requested inspection and Report. Other items or matters may be the subject of a Special-Purpose Inspection Report, which is adequately specified (see Exclusions below).
3. This Report does not include the inspection and assessment of items or matters that do not fall within the Consultant's direct expertise, any areas outside of the Owner Builder Works or that are not required to be inspected in order to meet the requirements of s 137B of the Building Act (unless stated otherwise).
4. The inspection only covered the Readily Accessible Areas of the Owner Builder Works. The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include - but are not limited to - roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements, or earth.
5. Australian Standard AS4349.0-2007 Inspection of Buildings, Part 0: General Requirements recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future.
6. This Report was produced for the use of the Client. Neither the Consultant or RBI are liable for any reliance placed on this report by any third party.
7. RBI cannot provide the Client with advice with respect to whether they need to obtain this Report in order to comply with the Building Act. The Client should seek independent professional advice as to whether they are required to comply with s 137B of the Building Act.
8. The Report has been provided with respect to the Owner Builder Works and the Client acknowledges that RBI and the Building Consultant have relied on the information provided by, or on behalf of, the Client in order to identify the Owner Builder Works when preparing this Report. Neither RBI nor the Building Consultant will be liable where the Client or Owner, or anyone acting on their behalf, has incorrectly identified the Owner Builder Works, or provided incorrect information in relation to the Owner Builder Works.
9. The Report only covers the Owner Builder Works and does not consider any other areas of the building. The Report may not cover works related to the Owner Builder Works unless the works are integral to the Owner Builder Works, require a permit or could result in water penetration generally.
10. While the Report contains the matters that are required under s 137B(2)(a)(i) of the Building Act, the Owner is responsible for ensuring they fully comply with all the requirements set out under s 137B of the Building Act.
11. This Report is not a pre-purchase report. It has been provided to assist the owner with fulfilling their obligations under s 137B of the Building Act. Neither the Client nor any purchaser should rely on this Report when considering the full condition of the building.
12. Some works carried out in isolation are not covered by s 137B of the Building Act.
13. This Report is only valid for 6 months from the date of this Report. As per section 137B(2)(a)(ii) of the Building Act, this Report must be obtained not more than 6 months before the relevant person enters into the contract to sell the building.

EXCLUSIONS

The Client acknowledges that this Report does not cover or deal with:

- (i) any individual Minor Defect;
- (ii) solving or providing costs for any rectification or repair work;
- (iii) the structural design or adequacy of any element of construction;

(iv) detection of wood destroying insects such as termites and wood borers;

(v) the operation of fireplaces and chimneys;

(vi) any services including building, engineering (electronic), fire and smoke detection or mechanical;

(vii) lighting or energy efficiency;

(viii) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;

(ix) any appliances such as dishwashers, insinkers, ovens, stoves and ducted vacuum systems;

(x) a review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead based paints;

(xi) a review of environmental or health or biological risks such as toxic mould;

(xii) unless stated otherwise, whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;

(xiii) whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip or tidal inundation, or if it is flood prone; ; and

(xiv) any areas outside the Owner Builder Works area.

Any of the above matters may be the subject of a special-purpose inspection report, which is adequately specified and undertaken by an appropriately qualified inspector.

Description of Works to be Inspected

Date of Report:	30 Oct 2025
Building Permit No	N/A
Building Permit Issued	N/A
Occupancy Permit No.	N/A
Occupancy Permit Issued	N/A
Certificate of Final Inspection No.	N/A
Certificate of Final Inspection Issued	N/A
Plans sighted:	N/A
Prepared by:	N/A
Drawing No's:	N/A
Issue No's:	N/A
Building Surveyor:	N/A
Building Surveyor Registration:	N/A
Domestic Building Works covered by this Report:	Kitchen island, pantry and linen closet installed.
Description of Building and Materials used in Construction:	Joinery, benchtop.

The Parties

Pre-engagement inspection agreement number (if applicable):	14430612
Name of Client:	Warren John Ferguson
Client's email:	
Client's telephone number:	

SECTION A RESULTS OF INSPECTION - SUMMARY

This Summary is not the Report. The following Report MUST be read in full in conjunction with this Summary. If there is a discrepancy between the information provided in this Summary and that contained within the body of the Report, the information in the body of the Report shall override this Summary.

PROPERTY REPORT - SUMMARY

In respect of significant items:

Evidence of Serious Safety Hazards	Was not observed
Evidence of Major Defects	Was not observed
Evidence of Minor Defects	Was not observed

Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected defects including structural damage and conditions conducive to structural damage was considered:

Moderate. See Section C for details

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost.

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

For further information including advice on the implementation of a preventative maintenance program see Section G "Important Notes".

Ensure all joins to the wet areas are sealed to reduce the risk of water leaks and penetration.

If, in the course of this report, any: Magnesite; and/or cracks and/or evidence of repaired cracks to:

- a) masonry construction,
- b) concrete slabs, or
- c) load bearing walls are observed,

the inspector must recommend a structural engineer be instructed to inspect and provide appropriate advice and recommendations.

Additionally, if in the course of this report any External Timber Structures that form part of the Owner Builder Works and are observed (i.e. deck, balcony, pergola etc.), the Report must recommend:

- a) a detailed analysis of the condition and structural stability of the External Timber Structure by a structural engineer;
- b) if people are likely to use the External Timber Structure, that care is taken not to overload the External Timber Structure.

Please note this is a requirement from our insurer.

SECTION B GENERAL

The records of the appropriate local authority should be checked to determine or confirm:

- whether the ground on which the building rests has been filled, is liable to subside, is subject to landslip or tidal inundation, or if it is flood prone;
- the status of the property and services (e.g. compliance of the building with the provisions of any building Act, code, regulation or by-laws); and
- whether council has issued a building certificate or other notice for the dwelling.

Where appropriate, legal advice (e.g. from a solicitor) should be sought to explain title and ownership matters and to deal with matters concerning easements, covenants, restrictions, zoning certificates and all other law-related matters.

GENERAL DESCRIPTION OF THE PROPERTY

Residential building type:	Apartment
Number of storeys:	Two storey.
Approximate building age:	Unknown
Approximate year when the property was extended (if applicable):	Not applicable

Siting of the building:	Towards the front of a medium block.
Gradient:	The land is relatively flat.
Site drainage:	The site appears to be adequately drained.
Access:	Reasonable pedestrian and vehicular access
Main utility services:	The following services were connected: Electricity Gas Sewer Water
Occupancy status:	Occupied and fully furnished
Orientation (to establish the way the property was viewed):	The facade of the building faces the street
Prevailing weather conditions at the time of inspection:	Dry

Primary method of construction

Owner Builder Works - floor construction:	Slab on ground
Owner Builder Works - wall construction:	Concrete
Owner Builder Works - roof construction:	Metal sheeting
Other (timber) building elements relating to the Owner Builder Works:	Cabinets
Overall standard of Owner Builder Works:	Acceptable
Overall quality of workmanship and materials:	Acceptable
Level of maintenance:	Reasonably maintained

Incomplete Construction

Was evidence of the original construction and any alterations or additions to the Owner Builder Works not complete in the work synonymous with construction noted (but does not include building services)?	No evidence found
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Note. This is only a general observation/comment except where any part of the building structure is, or is likely to be, at risk due to this condition.

Accommodation & significant ancillaries

Room:

Room Type	Quantity
Bedrooms	2
Living room	2

Room Type	Quantity
Bathroom/Ensuite	1
Kitchen	1
Laundry	1
Dining Room	1

Parking spaces:

Parking Type	Quantity
Unknown	

SECTION C ACCESSIBILITY

The inspection only covered the Readily Accessible Areas of the Owner Builder Works specifically in relation to those works noted in "Description of Works to be Inspected"

"Readily Accessible Areas" means areas with respect to the Owner Builder Works which can be easily and safely inspected without injury to person or property, and are accessible by safe use of a ladder up to 3.6 metres above ground or floor levels, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry.

(a) accessible subfloor areas on a sloping site where the minimum clearance is not less than 150 mm high, provided that the area is not more than 2 metres from a point with conforming clearance (i.e. 400 mm high by 600 mm wide); and

(b) areas at the eaves of accessible roof spaces that are within the consultant's unobstructed line of sight and within arm's length from a point with conforming clearance (i.e. 600 mm high by 600 mm wide).

"Building & Site" means the Owner Builder Works inspected at the nominated residence together with relevant features that form part of those works including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and stormwater run-off within 30 m of the building.

The inspection did not include areas within the Owner Builder Works area, which were inaccessible, not readily accessible or obstructed at the time of inspection. Areas in relation to the Owner Builder Works, which are not normally accessible, were not inspected and include - but not limited to - the interior of a flat roof or beneath a suspended floor filled with earth. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include - but are not limited to - roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.

AREAS INSPECTED

The inspection covered the Readily Accessible Areas of the Owner Builder Works	Building Interior
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STRATA OR COMPANY TITLE PROPERTIES

Was the inspection of a strata or company title property (eg a home unit or townhouse)?	Yes
Was the inspection limited to assessing the interior or exterior of a particular unit?	Yes

Additional comments:

No inspection to common property as per Australian Standards. Matters in relation to common property require further investigation through body corporate or complex management. Strongly recommend clients solicitor make the necessary enquiries relating to the type of body corporate title which pertains to this property as this will have a bearing on repairs and maintenance responsibilities, before contract becoming binding.

OBSTRUCTIONS

Were there any obstructions that may conceal possible defects?

There were no obstructions

Inaccessible areas

Were there any normally accessible areas that did not permit entry?

All normally accessible areas permitted entry

Undetected defect risk assessment

Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected defects with respect to the Owner Builder Works such as structural damage, conditions conducive to structural damage, timber pest attack and conditions conducive to timber pest attack was considered:

Moderate

A further inspection is strongly recommended of areas of the Owner Builder Works that were not readily accessible, and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This may require the moving, lifting or removal of obstructions such as floor coverings, furniture, stored items foliage and insulation. In some instances, it may also require the removal of ceiling and wall linings, and the cutting of traps and access holes. For further advice consult the person who carried out this report.

Additional comments:

No recommendations.

SECTION D PROPERTY REPORT

The following items and matters were reported on in accordance with the Scope of Inspection. For building elements not identified in this condition report, monitoring and normal maintenance must be carried out (see also Section G 'Important note').

SERIOUS SAFETY HAZARDS

As a matter of course, in the interests of safety, and inspection and assessment of the electrical and plumbing/gas installations should be carried out by a suitably qualified person.

D1 Serious safety hazards: Evidence of any item or matter (within the Consultant's expertise) that may constitute a present or imminent serious safety hazard:

No evidence was found

INSIDE CONDITION - MAJOR DEFECTS

D2 Ceilings that form part of the Owner Builder Works

Not inspected as outside the Scope of Inspection

D3 Internal Walls that form part of the Owner Builder Works

Not inspected as outside the Scope of Inspection

D4 Floors that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D5 Internal Joinery (e.g. doors, staircase, windows and all other woodwork, etc) that form part of the Owner Builder Works	No evidence of Major Defect was found
D6 Built-in fittings (built in kitchen and other fittings, not including the appliances) that form part of the Owner Builder Works	No evidence of Major Defect was found
D7 Bathroom fittings that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D8 Other inside detail (e.g. fireplaces, chimney breasts and the outside of flues) that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D9 Roof space that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D10 Subfloor space that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection

OUTSIDE CONDITION - MAJOR DEFECTS

D11 External walls that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D12 Windows that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D13 External doors (including patio doors) that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D14 Platforms (including verandahs, patios, decks and the like) that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D15 Other external primary elements that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D16 Other external secondary & finishing elements that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D17 Roof exterior (including roof covering, penetrations, flashings) that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D18 Rainwater goods that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D19 The grounds that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D20 Walls & fences that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection
D21 Outbuildings that form part of the Owner Builder Works	Not inspected as outside the Scope of Inspection

MINOR DEFECTS

D22 Minor defects: There are _____ Minor Defects. Monitoring and normal maintenance must be carried out (see also Section F 'Important note').	No
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SECTION E CONCLUSION

Your attention is drawn to the advice contained in the Terms and Conditions of this Report including any special conditions or instructions that need to be considered in relation to this Report.

PROPERTY REPORT

The incidence of Major Defects in the Owner Builder Works in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained was considered:	Average
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The incidence of Minor Defects in this property in comparison to the average condition of similar building works of approximately the same age that have been reasonably well maintained was considered:	Average
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In conclusion, following the inspection of surface work in the readily accessible areas of the Owner Builder Works, the overall condition of the works relative to the average condition of similar works of approximately the same age that have been reasonably well maintained was considered:	Average
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SECTION F IMPORTANT NOTES

OWNER BUILDER REPORT - IMPORTANT NOTE

Australian Standard AS4349.0-2007 *Inspection of Buildings, Part 0: General Requirements* recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future. Accordingly, a preventative maintenance program should be implemented for the Owner Builder Works area which includes systematic inspections, detection and prevention of incipient failure. Please contact the Consultant who carried out this inspection for further advice.

SECTION G ADDITIONAL COMMENTS

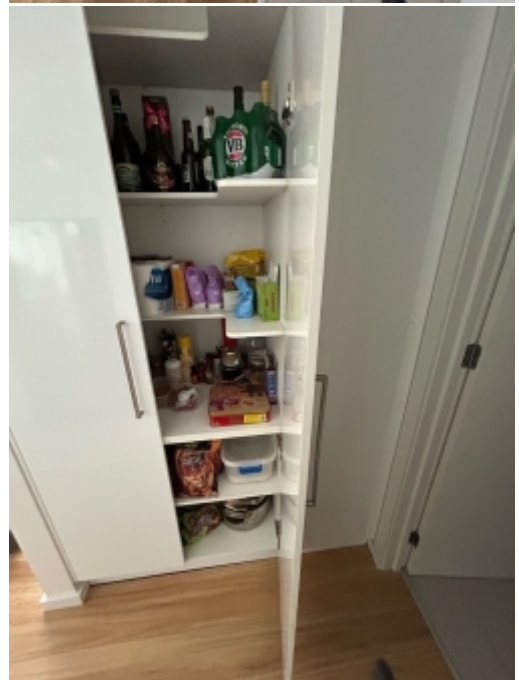
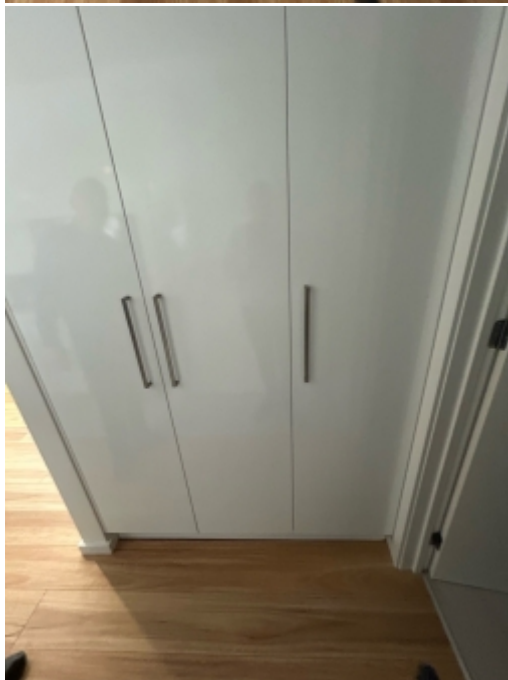
Additional comments	There are no additional comments
Additional Inspections Recommended	Fire Alarm/smoke Alarm technician

SECTION H ANNEXURES TO THIS REPORT

Annexures to this report	The following are attached
Annexures	Additional photos attached for reference only.

Annexure Photos

Photo



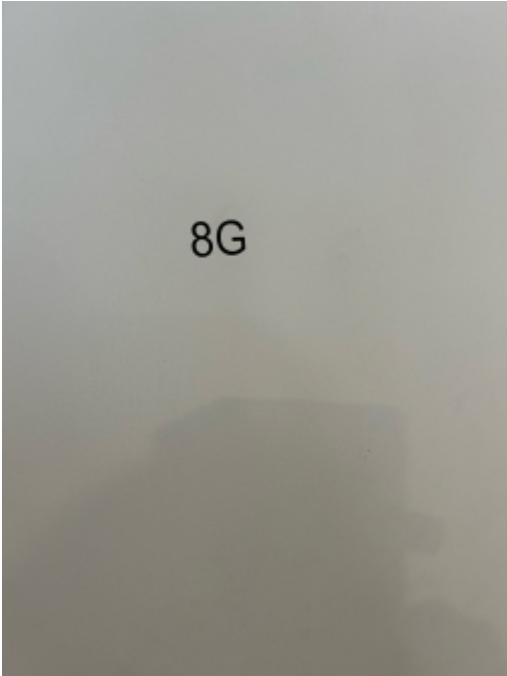


Photo Comments	Showing additional photos for reference only
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SECTION I CERTIFICATION

This document certifies that the Owner Builder Works described in this Report has been inspected by the Building Consultant in accordance with the level of service requested by the Client and the Terms and Conditions set out in this Report, and in accordance with the current edition of the Report Systems Australia (RSA) Handbooks Standard Property Inspection Reports 'Uniform Inspection Guidelines for Building Consultants' & Timber Pest Detection Reports 'Uniform Inspection Guidelines for Timber Pest Detection Consultants'.

Inspector Name:	William Pym
Licence No:	IN-U 1159
Inspector Phone	0486 008 845
Inspector Email	william.pym@rapidbuildinginspections.com.au
Inspector's Signature:	
Date of Issue:	30 Oct 2025

Due diligence checklist

What you need to know before buying a residential property

Before you buy a home, you should be aware of a range of issues that may affect that property and impose restrictions or obligations on you, if you buy it. This checklist aims to help you identify whether any of these issues will affect you. The questions are a starting point only and you may need to seek professional advice to answer some of them. You can find links to organisations and web pages that can help you learn more, by visiting the [Due diligence checklist page on the Consumer Affairs Victoria website](https://consumer.vic.gov.au/duediligencechecklist) (consumer.vic.gov.au/duediligencechecklist).

Urban living

Moving to the inner city?

High density areas are attractive for their entertainment and service areas, but these activities create increased traffic as well as noise and odours from businesses and people. Familiarising yourself with the character of the area will give you a balanced understanding of what to expect.

Is the property subject to an owners corporation?

If the property is part of a subdivision with common property such as driveways or grounds, it may be subject to an owners corporation. You may be required to pay fees and follow rules that restrict what you can do on your property, such as a ban on pet ownership.

Growth areas

Are you moving to a growth area?

You should investigate whether you will be required to pay a growth areas infrastructure contribution.

Flood and fire risk

Does this property experience flooding or bushfire?

Properties are sometimes subject to the risk of fire and flooding due to their location. You should properly investigate these risks and consider their implications for land management, buildings and insurance premiums.

Rural properties

Moving to the country?

If you are looking at property in a rural zone, consider:

Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.

Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.

Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

Is there any earth resource activity such as mining in the area?

You may wish to find out more about exploration, mining and quarrying activity on or near the property and consider the issue of petroleum, geothermal and greenhouse gas sequestration permits, leases and licences, extractive industry authorisations and mineral licences.

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

You should consider whether past activities, including the use of adjacent land, may have caused contamination at the site and whether this may prevent you from doing certain things to or on the land in the future.

Land boundaries

Do you know the exact boundary of the property?

You should compare the measurements shown on the title document with actual fences and buildings on the property, to make sure the boundaries match. If you have concerns about this, you can speak to your lawyer or conveyancer, or commission a site survey to establish property boundaries.

Planning controls

Can you change how the property is used, or the buildings on it?

All land is subject to a planning scheme, run by the local council. How the property is zoned and any overlays that may apply, will determine how the land can be used. This may restrict such things as whether you can build on vacant land or how you can alter or develop the land and its buildings over time.

The local council can give you advice about the planning scheme, as well as details of any other restrictions that may apply, such as design guidelines or bushfire safety design. There may also be restrictions – known as encumbrances – on the property's title, which prevent you from developing the property. You can find out about encumbrances by looking at the section 32 statement.

Are there any proposed or granted planning permits?

The local council can advise you if there are any proposed or issued planning permits for any properties close by. Significant developments in your area may change the local 'character' (predominant style of the area) and may increase noise or traffic near the property.

Safety

Is the building safe to live in?

Building laws are in place to ensure building safety. Professional building inspections can help you assess the property for electrical safety, possible illegal building work, adequate pool or spa fencing and the presence of asbestos, termites, or other potential hazards.

Building permits

Have any buildings or retaining walls on the property been altered, or do you plan to alter them?

There are laws and regulations about how buildings and retaining walls are constructed, which you may wish to investigate to ensure any completed or proposed building work is approved. The local council may be able to give you information about any building permits issued for recent building works done to the property, and what you must do to plan new work. You can also commission a private building surveyor's assessment.

Are any recent building or renovation works covered by insurance?

Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.



Utilities and essential services

Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?

Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

Buyers' rights

Do you know your rights when buying a property?

The contract of sale and section 32 statement contain important information about the property, so you should request to see these and read them thoroughly. Many people engage a lawyer or conveyancer to help them understand the contracts and ensure the sale goes through correctly. If you intend to hire a professional, you should consider speaking to them before you commit to the sale. There are also important rules about the way private sales and auctions are conducted. These may include a cooling-off period and specific rights associated with 'off the plan' sales. The important thing to remember is that, as the buyer, you have rights.