ROZHIN KUCZKOWSKI AND MICHAEL KUCZKOWSKI

to

_____

CONTRACT OF SALE OF REAL ESTATE

Property: **Unit 7 G, 1-5 Neil Court, Blackburn South, VIC, 3130**

First Class Legal
Suite 2, 14 Albert Street
Blackburn VIC 3130
Email: sarah@firstclasslegal.com.au
Tel: 1300 956 321
Ref: 26/03844

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

…….. Signature of individual

State nature of authority (if applicable): .....

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……../……/……....

for and on behalf of:

…… Name of individual

…….. Signature of individual

State nature of authority (if applicable): .....

WHERE SIGNATORY IS A COMPANY

EXECUTED by ……

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

…… ……..
Name of director Signature of director

…… …….
Name of director/secretary Signature of director/secretary

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

SIGNED BY THE VENDOR:

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……/……/……

for and on behalf of:

Rozhin Kuczkowski

…… ……..
Name of individual Signature of individual

State nature of authority (if applicable): ….....

WHERE SIGNATORY IS AN INDIVIDUAL

SIGNED on ……../……/……...

for and on behalf of:

Michael Kuczkowski

…… ……..
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

OBrien 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

Rozhin Kuczkowski and Michael Kuczkowski

Vendor's legal practitioner or conveyancer

First Class Legal

Suite 2, 14 Albert Street, Blackburn VIC 3130

Email: sarah@firstclasslegal.com.au

Tel: 1300 956 321 Ref: 26/03844

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	11878	Folio	426	107	730158R

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.

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Property address

The address of the land is: **Unit 7 G, 1-5 Neil Court, 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)

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)*

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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:	Rozhin Kuczkowski and Michael Kuczkowski
Property:	Unit 7 G, 1-5 Neil Court, Blackburn South, VIC, 3130
Certificate of Title:	Volume 11878 Folio 426 being Lot 107 on Plan of Subdivision 730158R.

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.

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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:

1.1 This special condition only applies if the applicable box in the particulars of sale is checked.

1.2 The purchaser may end this contract within _____ days from the day the purchaser signs the contract 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 structural defect.

(b) gives the vendor a copy of the report and a written notice ending this contract; and

(c) is not then in default.

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

1.4 A notice under this special 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.

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

2. PEST REPORT

General condition 22 is deleted and replaced with the following:

2.1 This special condition only applies if the applicable box in the particulars of sale is checked.

2.2 The purchaser may end this contract within _____ days from the day the purchaser signs the contract 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 the dwelling 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.

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

2.3 A notice under this special 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.

2.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

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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

8.1 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").

8.2 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.

8.3 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.

8.4 This Special Condition will not merge on completion.

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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.

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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.

11.4 The vendor must ensure that at or before settlement, the purchaser receives –

(a) a release from the secured party releasing the property from the security interest; or

(b) a statement in writing in accordance with section 275(1)(b) of the *Personal Property Securities Act 2009* (Cth) setting out that the amount or obligation that is secured is nil at settlement; or

(c) a written approval or correction in accordance with section 275(1)(c) of the *Personal Property Securities Act 2009* (Cth) indicating that, on settlement, the personal property included in the contract is not or will not be property in which the security interest is granted.

11.5 Subject to general condition 11.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property –

(a) that –

(i) the purchaser intends to use predominantly for personal, domestic or household purposes; and

(ii) has a market value of not more than $5000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the *Personal Property Securities Act* 2009 (Cth), not more than that prescribed amount; or

(b) that is sold in the ordinary course of the vendor's business of selling personal property of that kind.

11.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 11.5 if –

(a) the personal property is of a kind that may or must be described by serial number in the Personal Property Securities Register; or

(b) the purchaser has actual or constructive knowledge that the sale constitutes a breach of the security agreement that provides for the security interest.

11.7 A release for the purposes of general condition 11.4(a) must be in writing.

11.8 A release for the purposes of general condition 11.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.

11.9 If the purchaser receives a release under general condition 11.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

11.10 In addition to ensuring that a release is received under general condition 11.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

11.11 At least 21 days before the due date for settlement the purchaser must notify the vendor of any registered security interest which the purchaser reasonably requires to be released.

11.12 The vendor may delay settlement until 21 days after the purchaser notifies the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide a notification under general condition 11.11.

11.13 If settlement is delayed under general condition 11.12 the purchaser must pay the vendor –

(a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and

(b) any reasonable costs incurred by the vendor as a result of the delay –

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 11.14 applies despite general condition 11.1.

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

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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

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(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;

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(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

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(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.

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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.

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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.

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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 –

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(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

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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.

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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) .....

.....

ROZHIN KUCZKOWSKI AND MICHAEL KUCZKOWSKI

VENDOR STATEMENT

Property: **Unit 7 G, 1-5 Neil Court, Blackburn South, VIC, 3130**

First Class Legal
Suite 2, 14 Albert Street
Blackburn VIC 3130
Email: sarah@firstclasslegal.com.au
Tel: 1300 956 321
Ref: 26/03844

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	**Unit 7 G, 1-5 Neil Court, Blackburn South, VIC, 3130**	
Vendor's name	**Rozhin Kuczkowski**	**Date**
Vendor's signature		
Vendor's name	**Michael Kuczkowski**	**Date**
Vendor's signature		
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 $9,500.00.

(b) The amount above includes the single holding land tax amount of $975.00. 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):

Not Applicable.

6. OWNERS CORPORATION

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

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 11878 Folio 426
Plan of Subdivision 730158R
Owners Corporation Basic Report
Whitehorse City Council Rates Notice
Yarra Valley Water Information Statement
Property Clearance Certificate (Land Tax)
Owners Corporation Certificate
Planning Certificate
Planning Property 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 11878 FOLIO 426 Security no : 124134895015M
Produced 22/05/2026 10:31 AM

LAND DESCRIPTION

Lot 107 on Plan of Subdivision 730158R.
PARENT TITLES :
Volume 08345 Folio 925 to Volume 08345 Folio 927
Created by instrument PS730158R 15/05/2017

REGISTERED PROPRIETOR

Estate Fee Simple
Joint Proprietors
ROZHIN KUCZKOWSKI
MICHAEL KUCZKOWSKI both of UNIT 7 1-5 NEIL COURT BLACKBURN SOUTH VIC 3130
AS751568Y 27/11/2019

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AW343384B 06/12/2022
WESTPAC BANKING CORPORATION

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

DIAGRAM LOCATION

SEE PS730158R 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 1-5 NEIL COURT BLACKBURN SOUTH VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control 18440T MSA NATIONAL
Effective from 06/12/2022

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS730158R

DOCUMENT END

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Document Type	**Plan**
Document Identification	**PS730158R**
Number of Pages (excluding this cover sheet)	**13**
Document Assembled	**22/05/2026 10:37**

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PLAN OF SUBDIVISION

LV use only

EDITION 1

PS 730158R

Location of Land

Parish: NUNAWADING
Township: –
Section: –
Crown Allotment: –
Crown Portion: 98 (PART)

Title Reference: VOL. 8345 FOL. 925
VOL. 8345 FOL. 926
VOL. 8345 FOL. 927

Last Plan Reference: LOT 21 ON LP 55140
LOT 22 ON LP 55140
LOT 23 ON LP 55140

Postal Address: 1–5 NEIL COURT
(at time of subdivision) BLACKBURN SOUTH 3130

MGA Co-ordinates (of approx. centre of land in plan) E 335 880 N 5 809 600 Zone: 55 GDA 94

Council Name: Whitehorse City Council

Council Reference Number: CRT/6381
Planning Permit Reference: WH/2016/484
SPEAR Reference Number: S083857S

Certification

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

Public Open Space

A requirement for public open space under section 18 of the Subdivision Act 1988 Has been made and the requirement has been satisfied at Certification

Digitally signed by: Aileen Lam for Whitehorse City Council on 20/03/2017

Vesting of Roads and/or Reserves

Identifier	Council/Body/Person
RESERVE No.1	UNITED ENERGY DISTRIBUTION LIMITED

Notations

Depth Limitation DOES NOT APPLY

THIS IS A SPEAR PLAN

Staging This ~~is~~/is not a staged subdivision
Planning Permit No.

Survey This plan is/~~is not~~ based on survey

This survey has been connected to permanent marks no(s) 102
In Proclaimed Survey Area No.

Notations

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS.
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS

EXTERIOR FACE: BOUNDARIES SHOWN MARKED 'E'
INTERIOR FACE: ALL OTHER BOUNDARIES

THICK BROKEN LINES DEFINE PROJECTION OF BOUNDARIES.

P – PROJECTION

DIMENSIONS SHOWN TO BOUNDARIES DEFINED BY BUILDINGS ARE MEASURED TO THE FACE OF THE RELEVANT STRUCTURE.

CP No.1 - COMMON PROPERTY No. 1

ALL INTERNAL COLUMNS, BEAMS, DUCTS, SHAFTS AND CAR STACKER MECHANISMS ARE DEEMED TO BE PART OF COMMON PROPERTY No.1 AND ARE NOT NECESSARILY SHOWN ON THIS PLAN.

THE COMMON PROPERTY No.1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS 101-112, 201-206, 208-212 AND 301-308 AND INCLUDES THE STRUCTURE OF ALL WALLS, FLOORS AND CEILINGS WHICH DEFINE BOUNDARIES.

LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. For details of Owners Corporation(s) including; purpose, responsibility and entitlement and liability, see Owners Corporation search report, Owners Corporation rules and Owners Corporation additional information.

Easement Information

Legend: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance
A – Appurtenant Easement
R – Encumbering Easement (Road)

Easements & Rights implied by Section 12(2) of the Subdivision Act 1988 apply to the whole of the land in this plan.

Subject Land	Purpose	Width (metres)	Origin	Land Benefited/In Favour Of
E-1	DRAINAGE AND SEWERAGE	3·05	LP 55140	LOTS ON LP 55140
E-1	SEWERAGE	3·05	THIS PLAN	YARRA VALLEY WATER
E-2	CARRIAGEWAY	2·80	THIS PLAN	LOT 201 ON THIS PLAN
E-3	CARRIAGEWAY	2·70	THIS PLAN	LOT 108 ON THIS PLAN
E-4	CARRIAGEWAY	2·75	THIS PLAN	LOT 110 ON THIS PLAN
E-5	CARRIAGEWAY	2·75	THIS PLAN	LOT 112 ON THIS PLAN
E-6	CARRIAGEWAY	2·65	THIS PLAN	LOT 107 ON THIS PLAN
E-7	CARRIAGEWAY	2·60	THIS PLAN	LOT 209 ON THIS PLAN
E-8	CARRIAGEWAY	2·65	THIS PLAN	LOT 211 ON THIS PLAN
E-9	CARRIAGEWAY	2·55	THIS PLAN	LOT 301 ON THIS PLAN
E-10	CARRIAGEWAY	2·95	THIS PLAN	LOT 305 ON THIS PLAN

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A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SURVEYORS FILE REF: 14111S-B

ORIGINAL SHEET SIZE: A3

SHEET 1 OF 13 SHEETS

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PLAN REGISTERED
TIME: 2:10 pm DATE: 05 / 05 / 2017
Ian D Thomson
Assistant Registrar of Titles

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PS 730158R

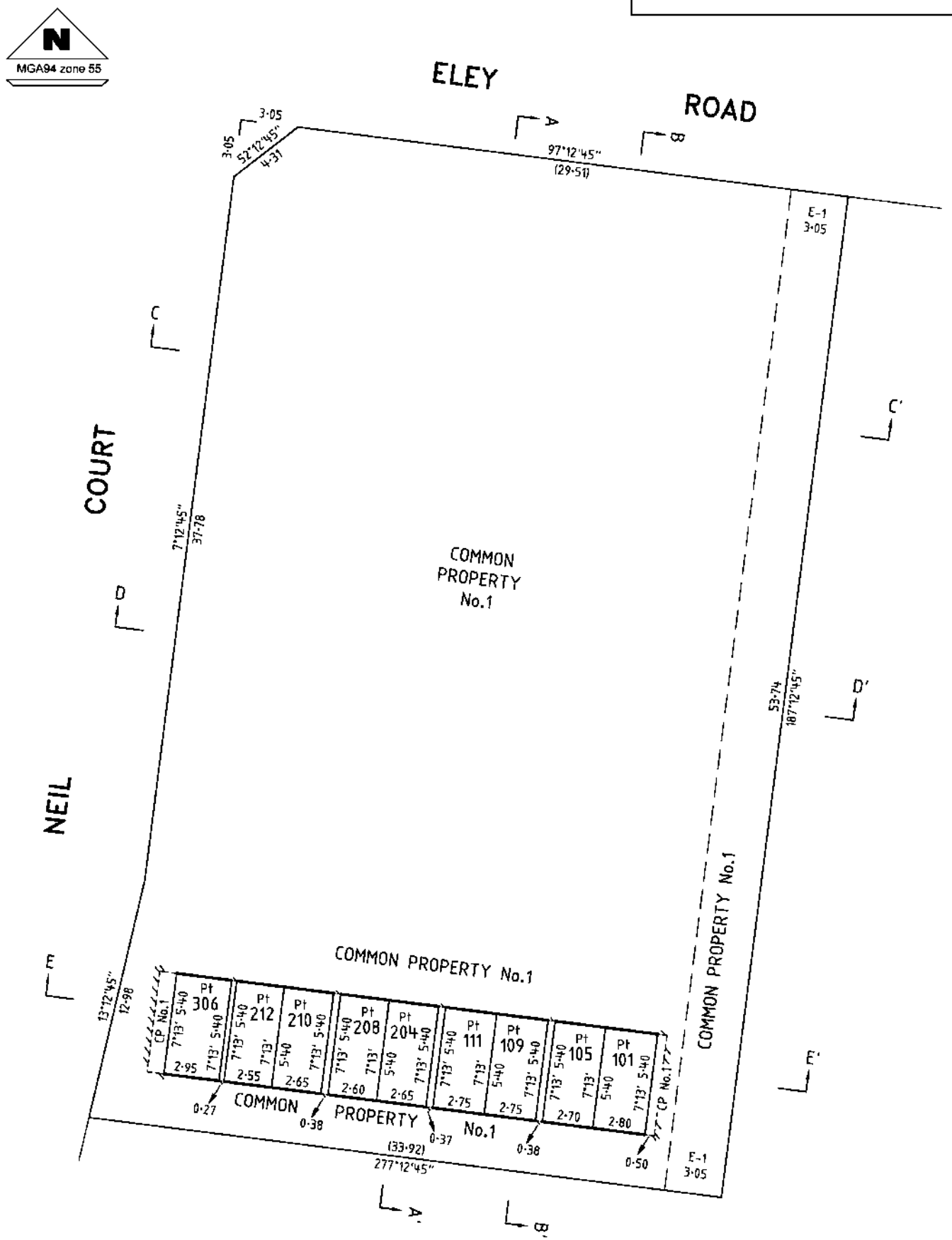

DIAGRAM 1
LOWER BASEMENT

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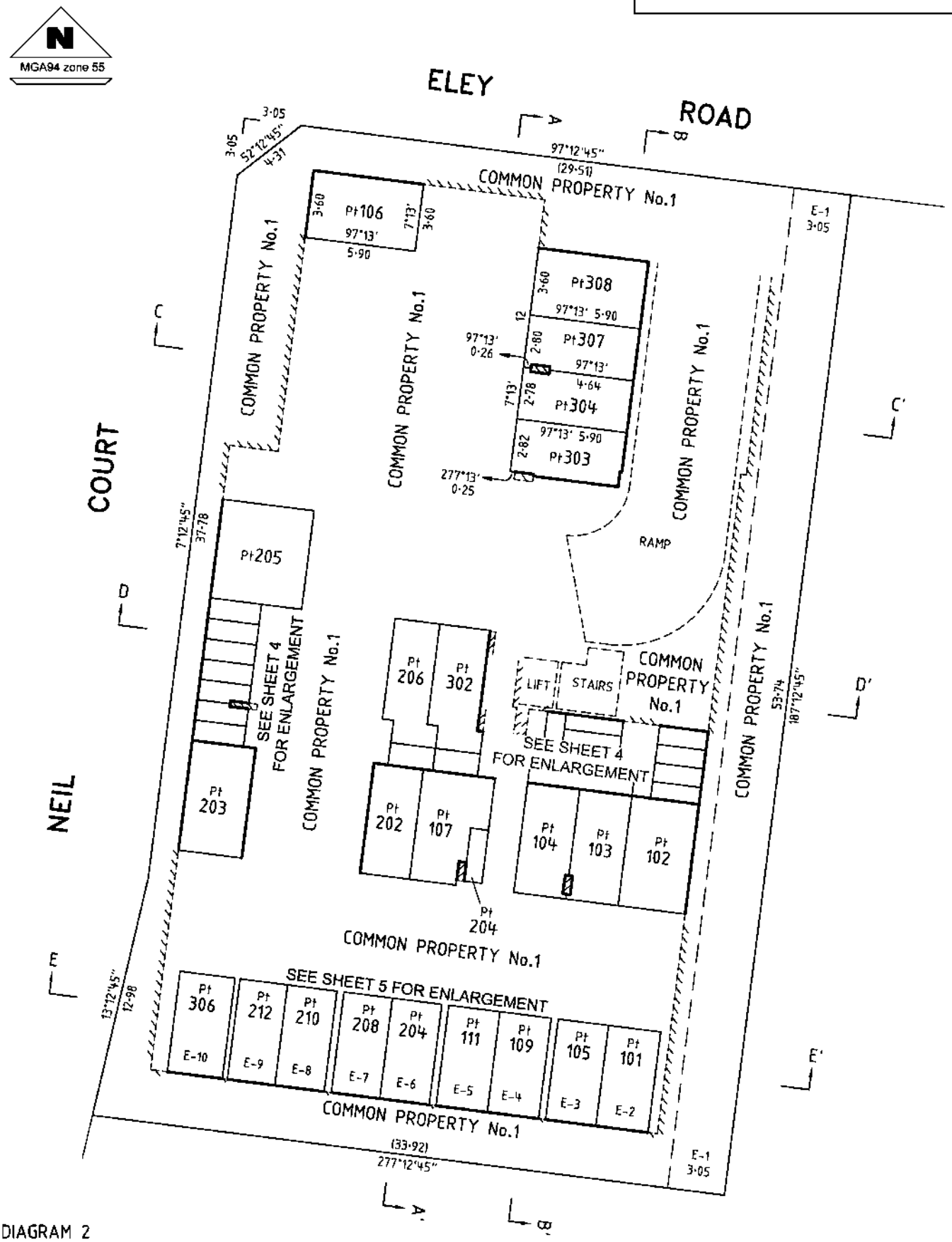

DIAGRAM 2
BASEMENT
SEE SHEETS 4 & 5 FOR ENLARGEMENTS

NOTE:

All columns shown thus ▭ remain in Common Property No.1

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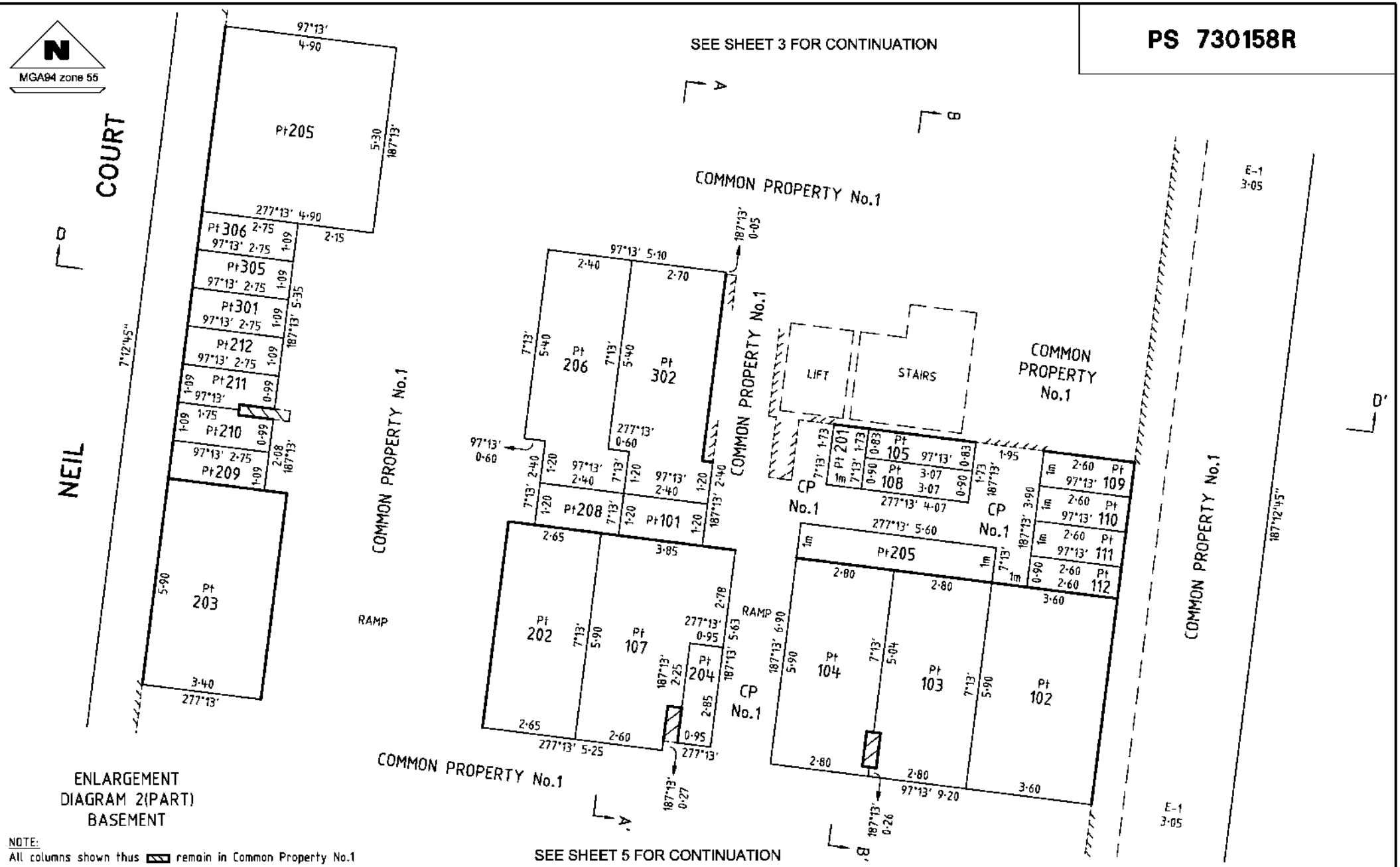

NOTE:
All columns shown thus ▨ remain in Common Property No.1

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SCALE		ORIGINAL SHEET SIZE: A3	SHEET 4
1:100	1 0 2 4 LENGTHS ARE IN METRES		

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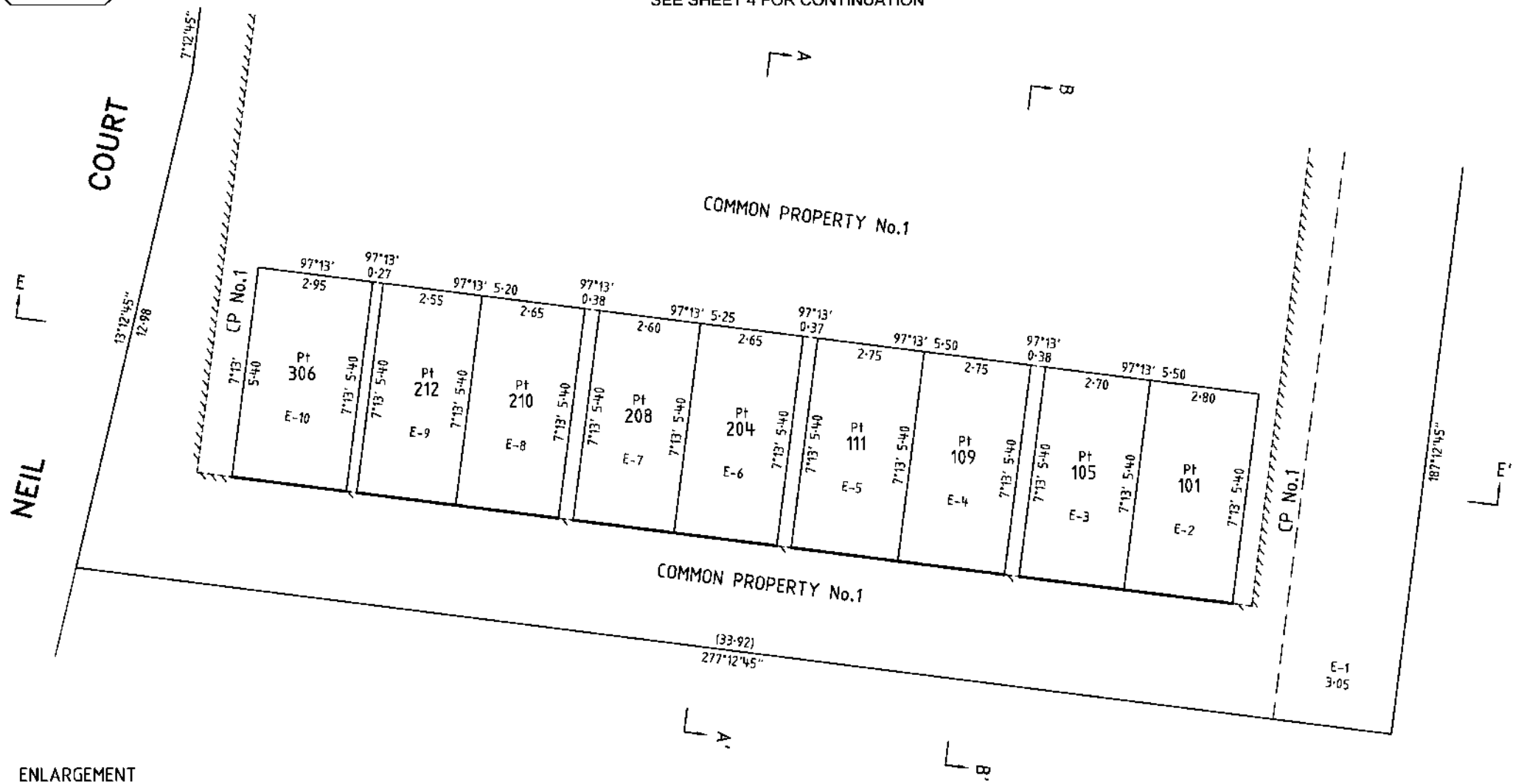
PS 730158R

MGA94 zone 55

SEE SHEET 4 FOR CONTINUATION



ENLARGEMENT
DIAGRAM 2(PART)
BASEMENT

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SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 5
1:100	1 0 2 4		

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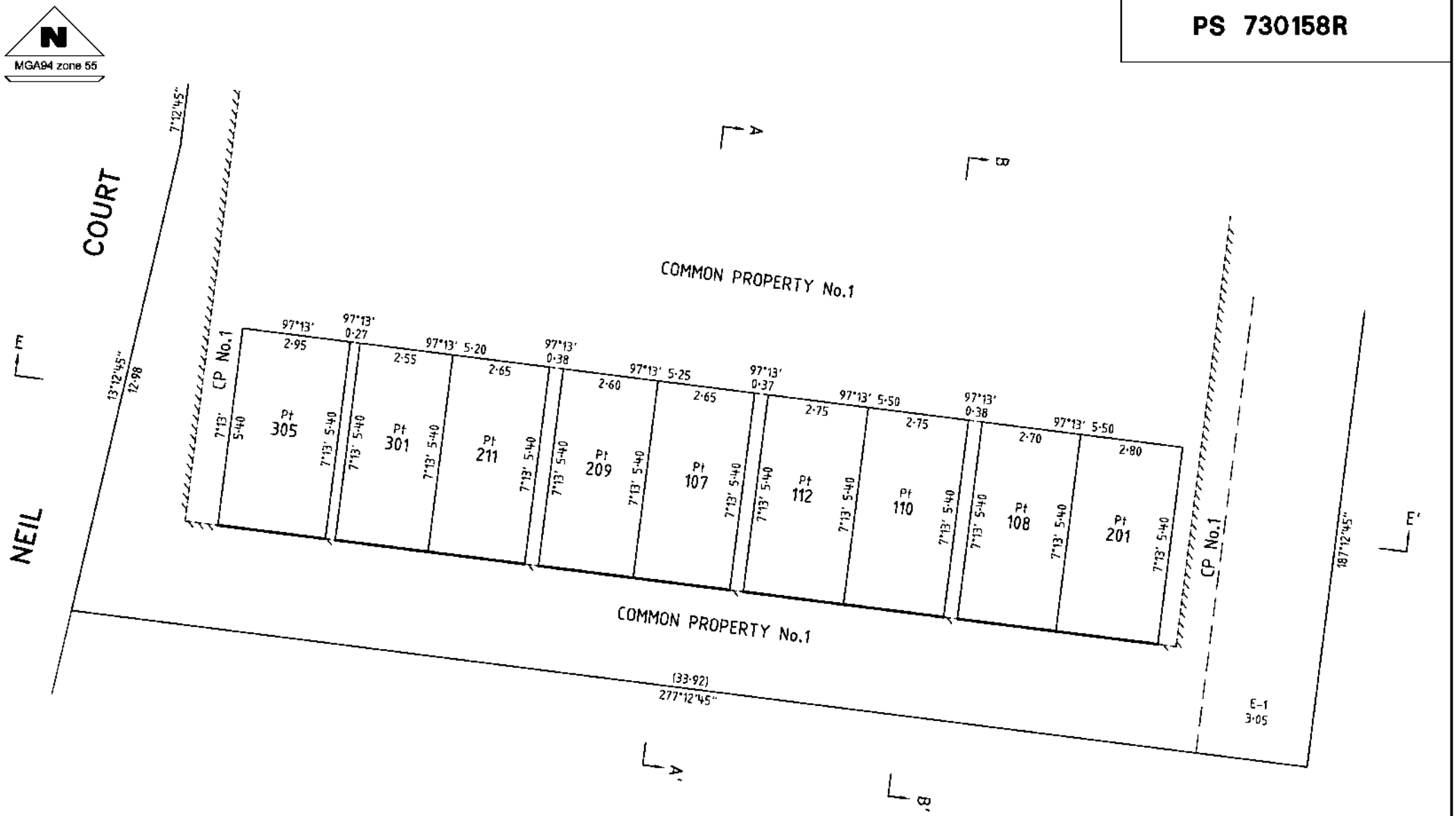

DIAGRAM 3
UPPER BASEMENT

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SCALE		ORIGINAL SHEET SIZE: A3	SHEET 6
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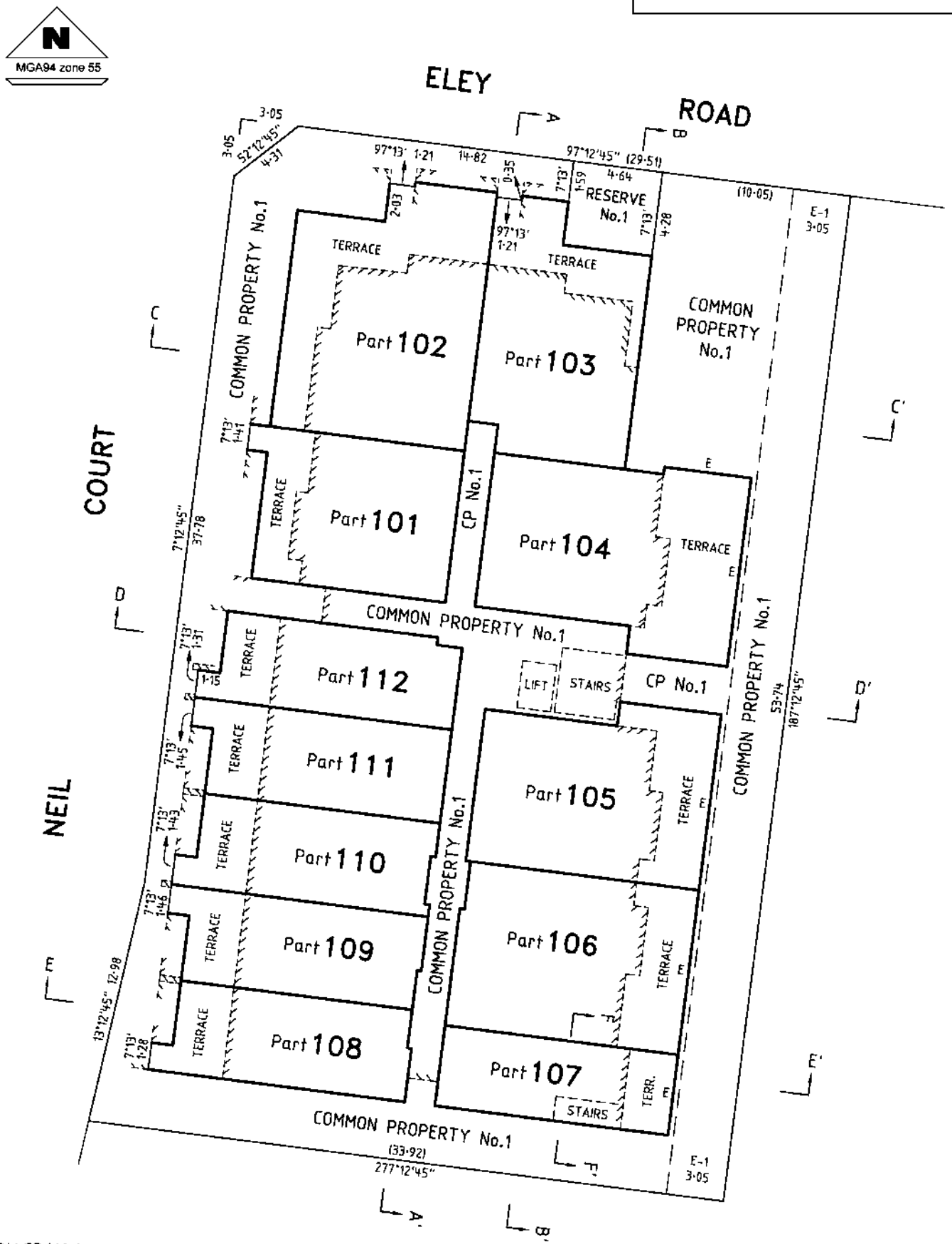

DIAGRAM 4
GROUND STOREY &
GROUND LEVEL

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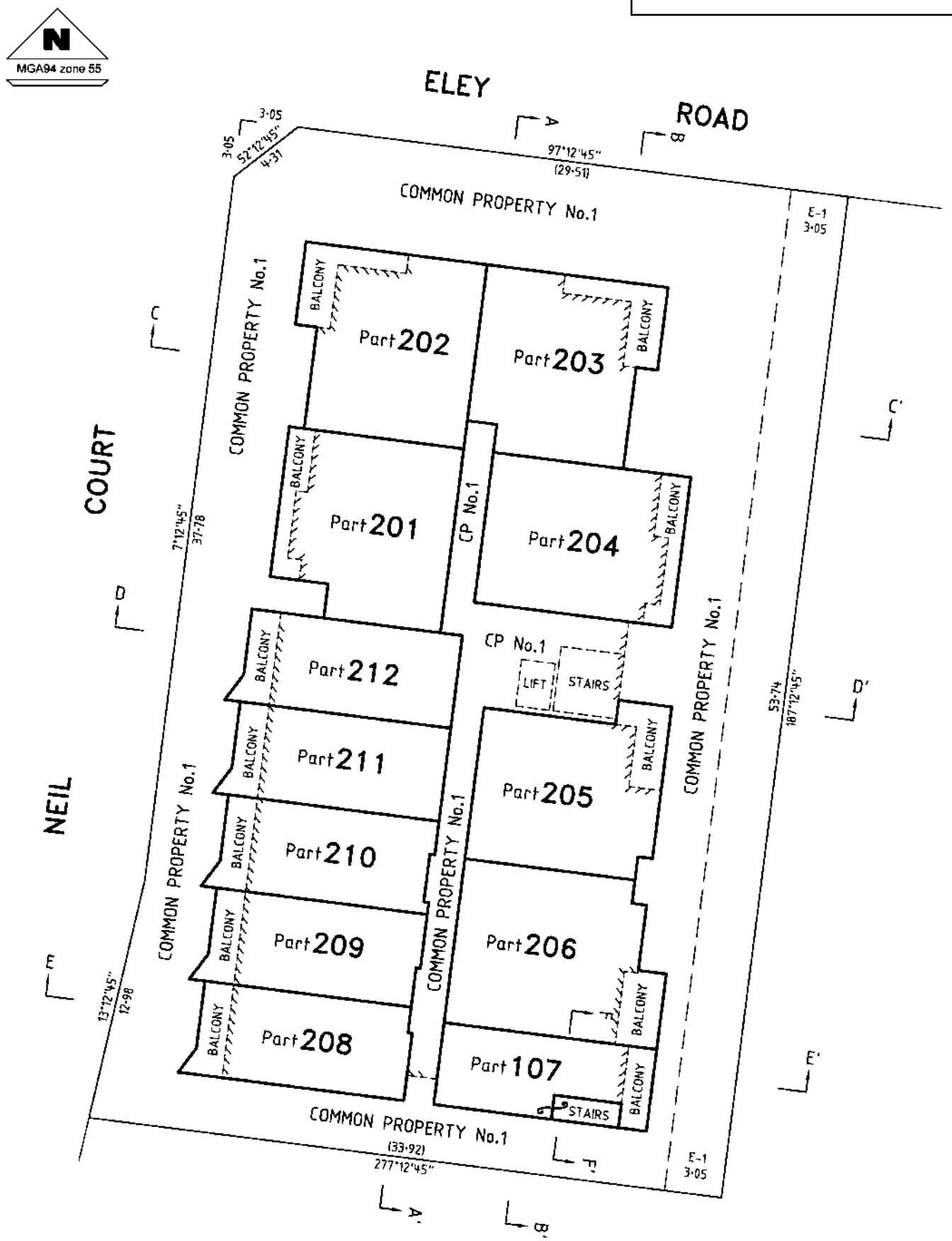

DIAGRAM 5
FIRST STOREY

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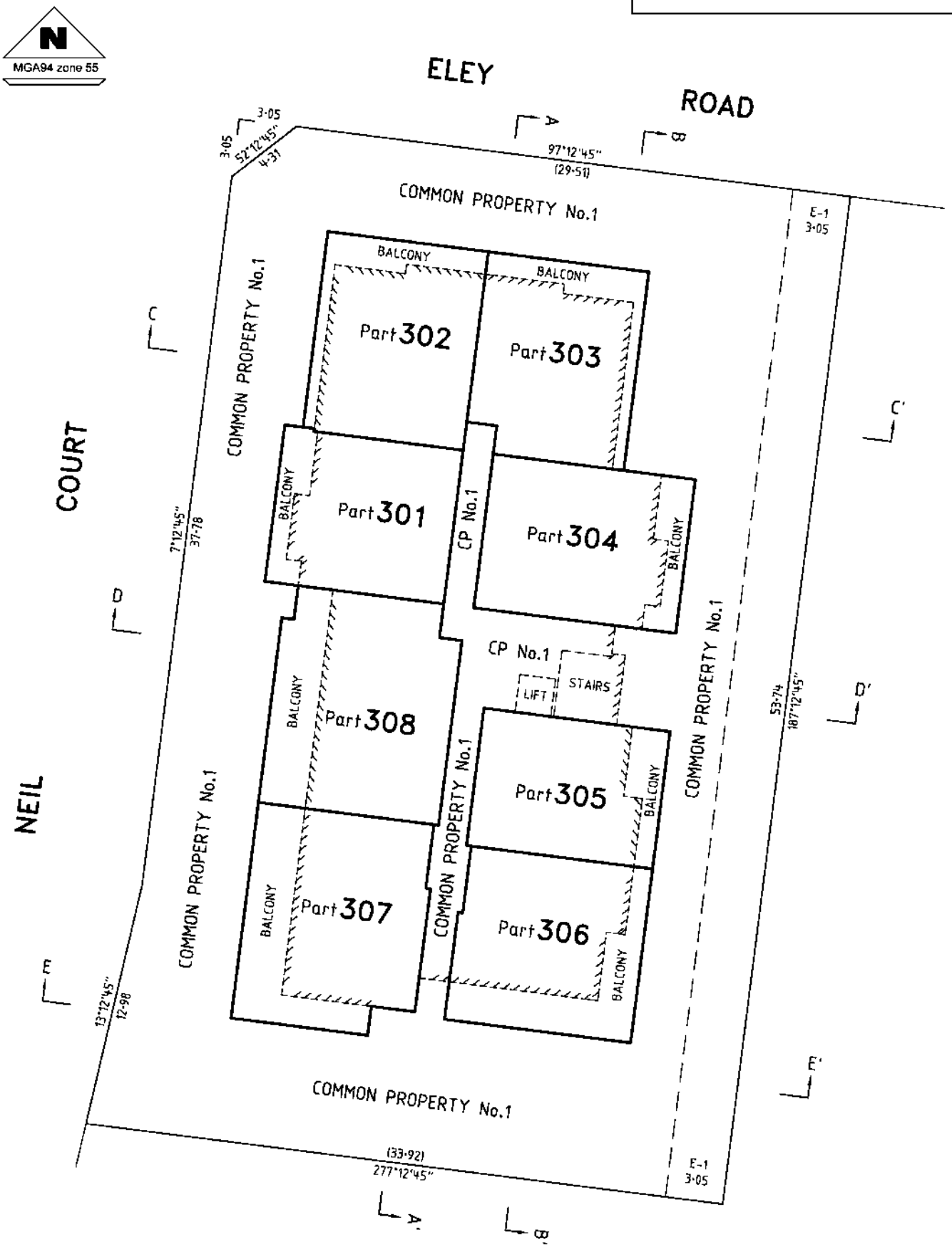

DIAGRAM 6
TOPMOST STOREY

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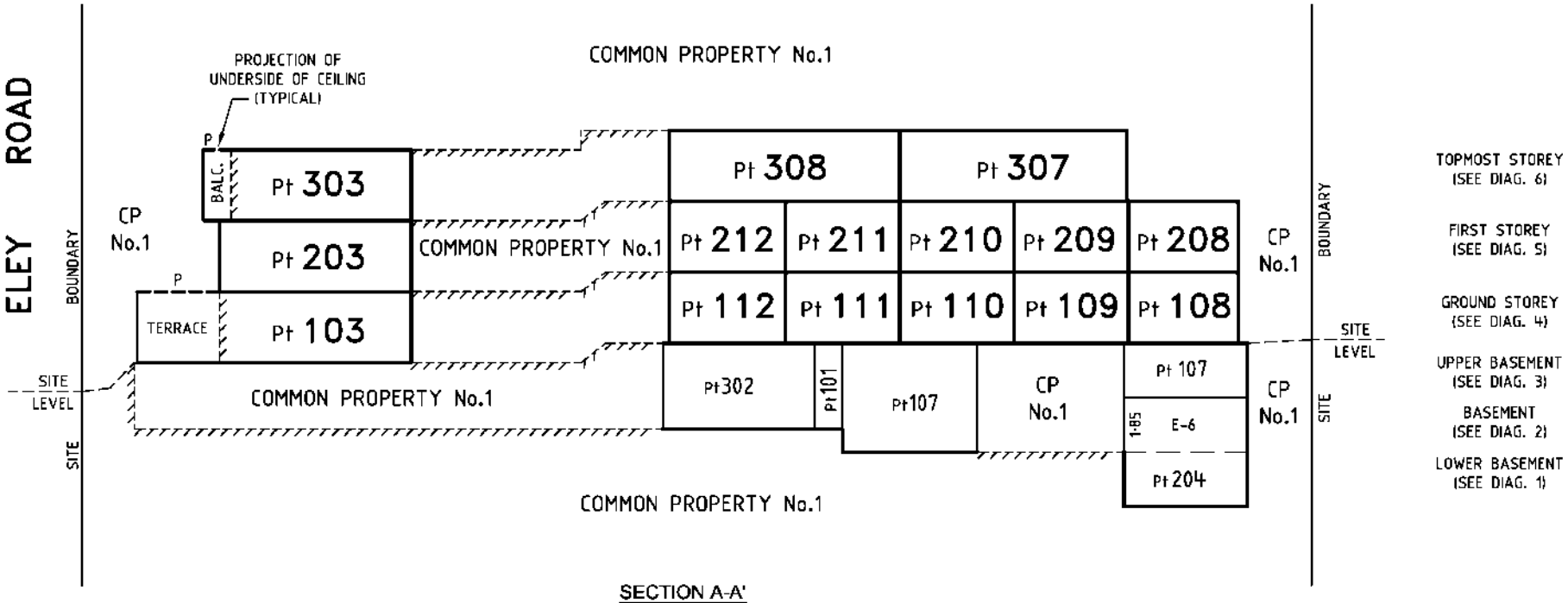
	Digitally signed by: Jay Lyndon Barfoot (Land Dimensions Pty Ltd), Surveyor's Plan Version (B), 27/02/2017 Amended: 15/05/2017		Digitally signed by: Whitehorse City Council, 20/03/2017, SPEAR Ref: S083857S	

PS 730158R



SECTION A-A'

NOT TO SCALE

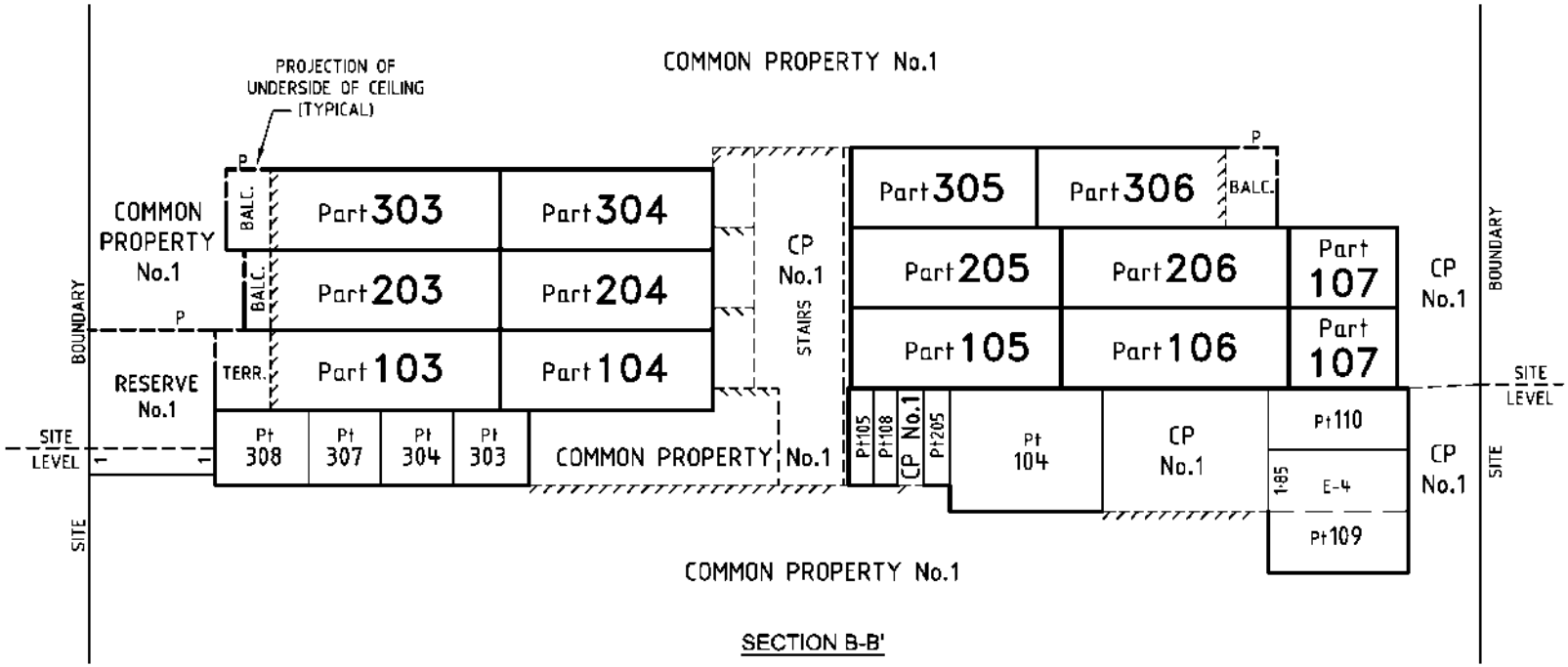
LAND DIMENSIONS
A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE	LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 10
NTS	0		

Digitally signed by: Jay Lyndon Barfoot (Land Dimensions Pty Ltd),
Surveyor's Plan Version (B),
27/02/2017 Amended: 15/05/2017

Digitally signed by:
Whitehorse City Council,
20/03/2017,
SPEAR Ref: S083857S

Delivered by LANDATA®, timestamp 22/05/2026 10:37 Page 10 of 13



SECTION B-B'

NOT TO SCALE

LAND DIMENSIONS
A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE NTS

0 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

SHEET 11

Digitally signed by: Jay Lyndon Barfoot (Land Dimensions Pty Ltd), Surveyor's Plan Version (B), 27/02/2017 Amended: 15/05/2017

Digitally signed by: Whitehorse City Council, 20/03/2017, SPEAR Ref: S083857S

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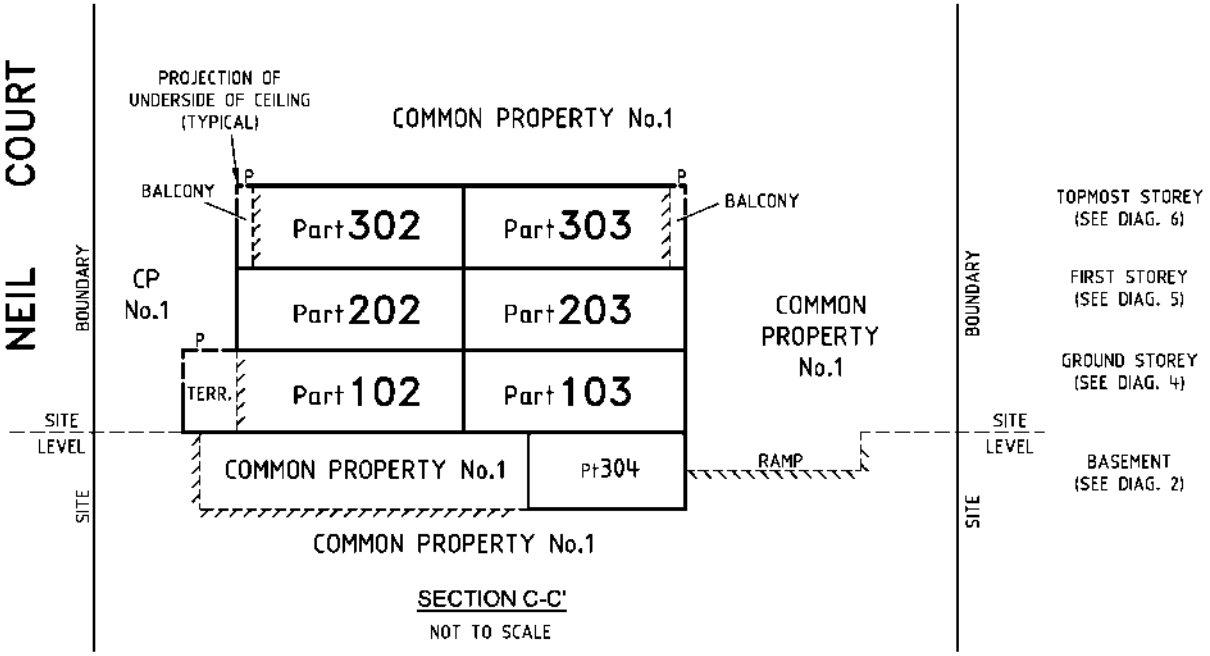
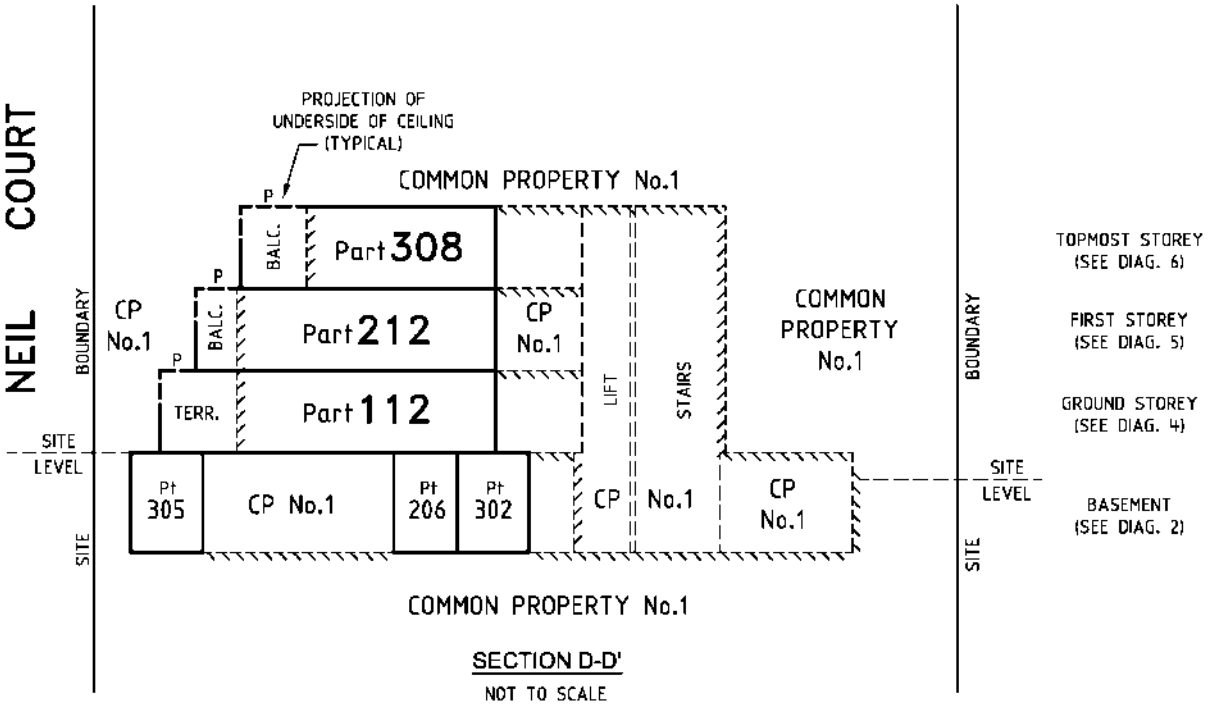
PS 730158R



SECTION C-C'

NOT TO SCALE



SECTION D-D'

NOT TO SCALE

LAND DIMENSIONS
A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE NTS

0 LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

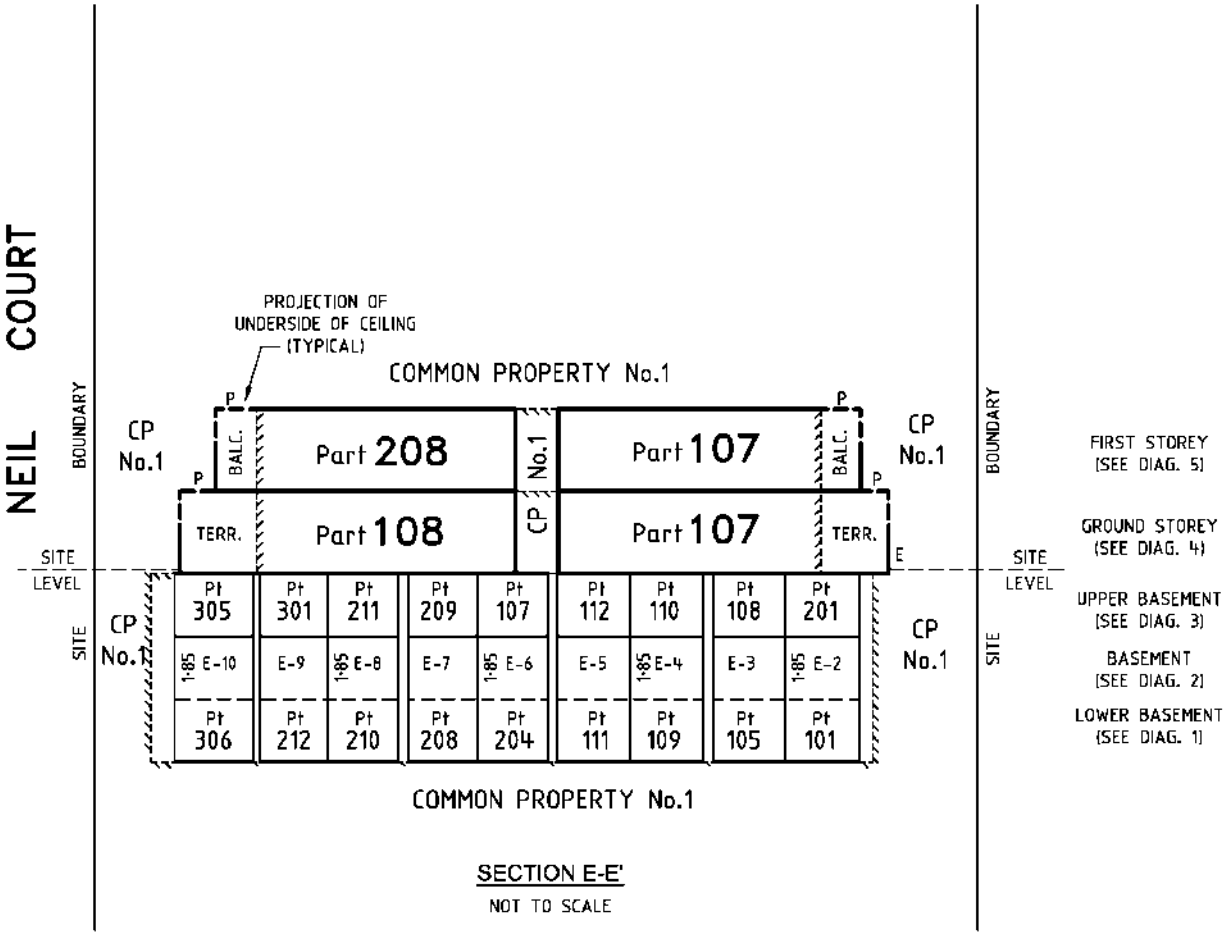
SHEET 12

Digitally signed by: Jay Lyndon Barfoot (Land Dimensions Pty Ltd),
Surveyor's Plan Version (B),
27/02/2017 Amended: 15/05/2017

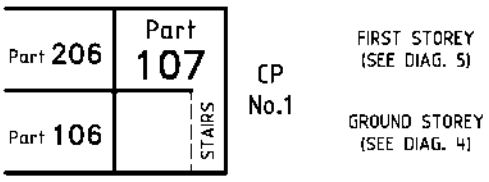
Digitally signed by:
Whitehorse City Council,
20/03/2017,
SPEAR Ref: S083857S

Delivered by LANDATA®, timestamp 22/05/2026 10:37 Page 13 of 13

PS 730158R



SECTION E-E'
NOT TO SCALE



SECTION F-F'
NOT TO SCALE

LAND DIMENSIONS
A.C.N. 129 548 054
Level 1 Suite 2
327 Police Road, Mulgrave
Tel: (03) 9790 0399
www.landdimensions.net.au

SCALE		ORIGINAL SHEET SIZE: A3	SHEET 13
NTS	0 LENGTHS ARE IN METRES		

Digitally signed by: Jay Lyndon Barfoot (Land Dimensions Pty Ltd), Surveyor's Plan Version (B), 27/02/2017 Amended: 15/05/2017

Digitally signed by: Whitehorse City Council, 20/03/2017, SPEAR Ref: S083857S

Department of Transport and Planning

Owners Corporation Search Report

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Produced: 22/05/2026 10:37:34 AM

OWNERS CORPORATION 1
PLAN NO. PS730158R

The land in PS730158R is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 101 - 112, 201 - 206, 208 - 212, 301 - 308.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
BODY CORPORATE VICTORIA PTY LTD BUILDING 5 303 BURWOOD HIGHWAY BURWOOD EAST VIC 3151

AU059172T 23/02/2021

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. AQ496670V 29/11/2017

Additional Owners Corporation Information:
OC035040R 15/05/2017

Notations:
NIL

Entitlement and Liability:
NOTE – Folio References are only provided in a Premium Report.

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Lot 101	308	308
Lot 102	398	398
Lot 103	387	387
Lot 104	377	377
Lot 105	367	367
Lot 106	379	379

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

Produced: 22/05/2026 10:37:34 AM

OWNERS CORPORATION 1
PLAN NO. PS730158R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 107	427	427
Lot 108	241	241
Lot 109	229	229
Lot 110	226	226
Lot 111	229	229
Lot 112	220	220
Lot 201	367	367
Lot 202	385	385
Lot 203	382	382
Lot 204	358	358
Lot 205	346	346
Lot 206	366	366
Lot 208	244	244
Lot 209	232	232
Lot 210	230	230
Lot 211	232	232
Lot 212	231	231
Lot 301	325	325
Lot 302	366	366
Lot 303	367	367
Lot 304	367	367
Lot 305	304	304
Lot 306	338	338
Lot 307	367	367
Lot 308	405	405
Total	**10000.00**	**10000.00**

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.

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS730158R

Statement End.

Secure Electronic Registries Victoria (SERV)
Email: advice.enquiries@servictoria.com.au
ABN 86 627 986 396

WHITEHORSE CITY COUNCIL

ABN 39 549 568 822

Annual Valuation and Rate Notice

For period 1 July 2025 to 30 June 2026

Issued: 27 August 2025

Total: $1,168.70

Includes arrears due immediately $0.00

Balance: $1,168.70

Due 15 February 2026

027-3149 (3784)

Mr M Kuczkowski and Mrs R Eizadi

[redacted]

10:20am

Paid 17/10/25

Property Details

Assessment Number: 10071407 0

G 7/1-5 Neil Court, BLACKBURN SOUTH VIC 3130
Lot 107 PS 730158

Property Owner(s):
Mr M Kuczkowski and Mrs R Eizadi

Ward Eley

AVPCC (Property Type)
125.3 - Apartment-(subdivided Multi Storey Development)

Land Use Classification Residential

Property Valuations

Site Value	$110,000
Capital Improved Value (CIV)	$595,000
Net Annual Value	$29,750

Valuations Date 1 January 2025 **Operative Date** 1 July 2025

Or Pay in Four Instalments

$292.70 (Includes arrears of $0.00)	Due 30 September 2025
$292.00	Due 30 November 2025
$292.00	Due 28 February 2026
$292.00	Due 31 May 2026

Flexible Payments

Scan the QR code for flexible online payment options with SMS reminders or visit **pay.whitehorse.vic.gov.au**

Payble™ VISA

Details of Rates, Charges and Levies

Balance Brought Forward	**$0.00**
General Rate 0.142489 cents in $ on $595,000 CIV	$847.80
Emergency Services and Volunteers Fund Fixed Charge	$136.00
ESVF Variable Rate 0.0173 cents in $ on $595,000 CIV	$102.90
Public Waste Service Charge	$82.00

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

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

22nd May 2026

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

Dear First Class Legal C/- triSearch (Website) C/- LAND,

RE: Application for Water Information Statement

Property Address	1-5 NEIL COURT BLACKBURN SOUTH 3130
Applicant	First Class Legal C/- Trisearch (Website) C/- Land LANDATA
Information Statement	31036893
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,

Lisa Anelli
General Manager
Retail Services

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

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

Yarra Valley Water Property Information Statement

Property Address	G07/1-5 NEIL COURT BLACKBURN SOUTH 3130

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.

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

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

Melbourne Water Property Information Statement

Property Address	G07/1-5 NEIL COURT BLACKBURN SOUTH 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

Yarra Valley Water Information Statement Number: 31036893	Address	1-5 NEIL COURT BLACKBURN SOUTH 3130
	Date	22/05/2026
	Scale	1:1000

N

Yarra Valley Water

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 Floe		MW Drainage Manhole		
Existing Sewer	Sewer Offset	<1.00>	MW Drainage Natural Waterway		
Abandoned Sewer	Sewer Branch		Property Boundary		

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

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

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

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

RATES CERTIFICATE

Account No: 7959580000
Rate Certificate No: 31036893

Date of Issue: 22/05/2026
Your Ref: 62288

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT G07/1-5 NEIL CT, BLACKBURN SOUTH VIC 3130	107\PS730158	5104041	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01/04/2026 to 30/06/2026	$21.04	$0.00
Residential Sewer Service Charge	01/04/2026 to 30/06/2026	$121.26	$0.00
Parks Fee	01/04/2026 to 30/06/2026	$22.39	$0.00
Drainage Fee	01/04/2026 to 30/06/2026	$31.16	$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00

Lisa Anelli
General Manager
Retail Services

Note:

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

2. From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 440 litres per day; 340.78 cents per kilolitre for 441-880 litres per day and 504.86 cents per kilolitre for anything more than 881 litres per day. 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: 357.21 cents per kilolitre for the first 440 litres per day; 468.71 cents per kilolitre for 441-880 litres per day and 544.56 cents per kilolitre for anything more than 881 litres per day. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

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

Property No: 5104041

Address: UNIT G07/1-5 NEIL CT, BLACKBURN SOUTH VIC 3130

Water Information Statement Number: 31036893

HOW TO PAY

Biller Code: 314567
Ref: 57992771120

Amount Paid		Date Paid		Receipt Number	

Property Clearance Certificate

Land Tax

INFOTRACK / FIRST CLASS LEGAL

Your Reference:	26/03844
Certificate No:	99293600
Issue Date:	22 MAY 2026
Enquiries:	ESYSPROD

Land Address: 1 -5 NEIL COURT BLACKBURN SOUTH VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44075659	107	730158	11878	426	$975.00

Vendor: MICHAEL KUCZKOWSKI & ROZHIN KUCZKOWSKI

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR MICHAEL KUCZKOWSKI	2026	$110,000	$975.00	$0.00	$975.00

Comments: Land Tax will be payable but is not yet due - please see notes on reverse.

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

Comments:

Arrears of Land Tax	Year	Proportional Tax	Penalty/Interest	Total

Arrears of Vacant Residential Land Tax	Year	Proportional Tax	Penalty/Interest	Total

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

Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV):	$595,000
SITE VALUE (SV):	$110,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$975.00**

Notes to Certificate - Land Tax

Certificate No: 99293600

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 = $975.00

Taxable Value = $110,000

Calculated as $975 plus ($110,000 - $100,000) 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

Biller Code:5249
Ref: 99293600

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: 99293600

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:	26/03844
Certificate No:	99293600
Issue Date:	22 MAY 2026
Enquires:	ESYSPROD

Land Address: 1 -5 NEIL COURT BLACKBURN SOUTH VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44075659	107	730158	11878	426	$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:	$110,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 99293600

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:	26/03844
Certificate No:	99293600
Issue Date:	22 MAY 2026

Land Address:	1 -5 NEIL COURT BLACKBURN SOUTH VIC 3130

Lot	Plan	Volume	Folio
107	730158	11878	426

Vendor: MICHAEL KUCZKOWSKI & ROZHIN KUCZKOWSKI

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.

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 99293600

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

Biller Code: 416073
Ref: 99293607

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: 99293607

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.

OWNERS CORPORATION CERTIFICATE

s.151 Owners Corporation Act 2006 and r.11 Owners Corporations Regulations 2007

Owners Corporation No 1 Plan No. PS 730158R

Address: 1-5 Neil Court, Blackburn South, VIC 3130

This certificate is issued for Lot: 107

On Plan of Subdivision No: 730158R

Postal address is Building 5, 303 Burwood Hwy, Burwood East, VIC 3151.

Applicant for the certificate is: Info Track

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

Date that the application was received: 25/05/2026

IMPORTANT: The information in this certificate is issued and valid on: 01/06/2026

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

1.	The current annual fees for the lot are $5,978.00 and are due and payable quarterly on the 1st of July, October, January and April until resolved otherwise. Administration Fund Fees $5,551.00 Maintenance Fund Fees $427.00
2.	The date to which the fees for the lot have been paid up to is: Administration Fund 30/09/2026 Maintenance Fund 30/09/2026
3.	The total of any unpaid fees or charges for the lot are: **Nil**
4.	The special fees or levies which have been struck, and the dates on which they were struck and are payable are: **Nil.**
5.	The repairs, maintenance or other work which has been or is about to be performed which may incur additional charges which have not been included in the above annual fees, maintenance fund and special fees are: **Nil.**
6.	The owners corporation has the following insurance cover: (a) the name of the company – Certain Underwriters at Lloyd's (b) the number of the policy – HS0006110918 (c) the kind of policy - Residential Strata Insurance (d) the buildings covered - All (e) the building amount is $13,791,700.00 (f) the public liability amount is $30,000,000.00 (g) the renewal date is 05/08/2026
7.	Has the owner's corporation resolved that the members may arrange their own insurance under section 63 of the Act? If so then provide the date of that resolution: **No**

8.	The total funds held by the owners corporation: The total funds should report the best available financial position of the owners corporation inclusive GST. Administration Fund $ 55,890.81 Maintenance Fund $ 2,606.14 Investment Fund N/A **Total Owner Funds: $ 58,496.95**
9.	Are there any liabilities of the owner's corporation that are not covered by annual fees, special levies and repairs and maintenance as set out above? If so, then provide details: **None to the manager's knowledge**
10.	Are there any current contracts, leases, licences or agreements affecting the common property? If so, then provide details: • Body Corporate Victoria Pty Ltd – Contract of Appointment
11.	Are there any current agreements to provide services to lot owners, occupiers or the public? If so, then provide details: **None to the manager's knowledge.**
12.	Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied? If so, then provide details: **There are no notices or orders as at 01/06/2026**
13.	Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the owner's corporation are aware that are likely to give rise to proceedings? If so, then provide details: **The manager is not aware of any legal proceedings as at 01/06/2026 except to recover the debts of members should significant arrears arise**
14.	Has the owners corporation appointed or resolved to appoint a manager? If so, then provide details: A manager is appointed. Body Corporate Victoria Pty Ltd, Building 5, 303 Burwood Hwy, Burwood East VIC 3151 ABN 661 157 506 71
15.	Has an administrator been appointed for the owner's corporation, or has there been a proposal for the appointment of an administrator? **No administrator is appointed.**
16.	The minutes of the most recent Annual General Meeting of the owner's corporation are attached.
17.	The rules of the owner's corporation are the Model rules and/or Special Rules, which are attached.
18.	**Additional Comments (if any)** Any queries in relation to the information contained in this Owners Corporation Certificate **will not** be provided verbally and will only be provided by way of an inspection of records and/or the register of the Owners Corporation or a further updated Owners Corporation Certificate. Updates in relation to Owners Corporation Fees owing will not be provided verbally or by email. You will need to purchase another or updated Owners Corporation Certificate prior to settlement to confirm this information. Should you wish to inspect the records or register, please email reception@bodycorpvic.com.au and the required forms will be provided to you for you to complete and return. You must be an eligible person to inspect the records or register of the Owners Corporation. Once the records or register are inspected,

	copies of records or the register can be provided subject to payment of a reasonable set-in accordance with the prescribed fee as outlined by Consumer Affairs Victoria
19.	**ATTACHMENTS** • Minutes of the Annual General Meeting held on 03/09/2025 • Certificate of Currency 05/08/2025 – 05/08/2026 • Model/Special Rules registered at Land Victoria • Statement of Advice and Information for Prospective Purchasers and Lot Owners
20.	ELECTRONIC PAYMENT DETAILS FOR OWNERS CORPORATION FEES AND CHARGES: Biller Code: 74625 Ref: 1458 6043 6
21.	**NOTE:** More information can be obtained by an inspection of the owners corporation records and register. Please make your request to inspect the owners corporation records and/or register by email to: ownerscorp@bodycorpvic.com.au. Prescribed fees for copies apply.
22.	The Common Seal of Owners Corporation 1 PS 730158R was affixed and witnessed by the registered manager in accordance with sections 20(1) and 21(2A) (a) of the Owners Corporation Act 2006 Johnny ZHANG Owners Corporation No. 1 Plan No 730158R THE COMMON SEAL OF ……. Registered Manager Body Corporate Victoria Pty Ltd Building 5, 303 Burwood Hwy, Burwood East, VIC 3151 ☎ 61 3 9807 2211 as agent of the Owners Corporation.

MINUTES OF ANNUAL GENERAL MEETING
FOR OWNERS CORPORATION PS 730158R
1-5 NEIL COURT BLACKBURN SOUTH VIC 3130

Members of Owners Corporation PS 730158R are advised that the Annual General Meeting for the Owners Corporation was held as follows:

Date:	3/09/2025
Time:	05:00 PM
Held:	Via Teams https://www.microsoft.com/en-au/microsoft-teams/join-a-meeting Meeting ID: 490 895 869 696 3 Password: ar9f4dZ7
Place:	The meeting will be recorded as having occurred at the office of the Manager, Building 5/303 Burwood Hwy, Burwood East VIC 3151.

MOTIONS

1. MEMBERS IN ATTENDANCE

IN PERSON:

Lot 104 - Cyril Soh Soon Wei

Lot 205 - Xinyuan Wang

Lot 307 - Helen Anne Fisher

BY PROXY:

Lot 308 - Cheryl Maree Priest proxy to Russell Priest

2. NON-MEMBERS IN ATTENDANCE

Johnny Zhang - Network Pacific Strata Management Pty Ltd

3. APOLOGIES

Lot 110 - Bruno Robert Gabriel

4. ENTITLEMENT TO VOTE

All members present were financial and entitled to vote.

5. QUORUM

A quorum was not established and all decisions will be deemed interim resolutions for a period of 28 days.

6. APPOINTMENT OF CHAIRPERSON OF MEETING

It was resolved that Johnny Zhang be elected as the Chairperson of the Meeting.

7. APPOINTMENT OF MINUTETAKER OF MEETING

It was resolved that Johnny Zhang be elected to take the minutes of the Meeting.

8. CONFIRMATION OF PREVIOUS MINUTES

It was resolved that the Owners Corporation approves and adopts the minutes of the Annual General Meeting held 22 January 2025

9. CONFIRMATION OF REPORTS

It was confirmed that the Owners Corporation considered the following reports:

- Manager's Report
- Penalty Interest on Arrears – Included within Manager's Report
- Complaints and Disputes – Included within Manager's Report

10. CONSIDERATION OF FINANCIAL MATTERS

It was resolved that the Owners Corporation approves and adopts the financial statements for the period 01/07/2024 to 30/06/2025

11. AUDIT OF FINANCIAL STATEMENTS

It was not resolved that the Owners Corporation appoints an auditor.

12. ADMINISTRATION FUND LEVY

It was resolved that the Owners Corporation raises an Administration Fund Levy in the amount of $ 130,000.00 GST exempt for the financial year 01/07/2025 to 30/06/2026 to be calculated on lot liability in accordance with the Plan of Subdivision to be paid quarterly over 12 months within 28 days of issue of invoice.

13. MAINTENANCE PLAN

It was not resolved that the Owners Corporation obtains a Maintenance Plan.

It was not resolved that the Owners Corporation approves and adopts the Maintenance Plan and establishes a Maintenance Fund in accordance with the approved Maintenance Plan.

14. MAINTENANCE FUND LEVY

It was resolved that the Owners Corporation raises a Maintenance Fund Levy in the amount of $ 10,000.00 GST exempt for the financial year 01/07/2025 to 30/06/2026to be calculated on lot liability in accordance with the Plan of Subdivision and be paid quarterly over 12 months within 28 days of issue of invoice.

15. INSURANCE

It was resolved that the Owners Corporation take out a policy of insurance which includes public liability and reinstatement and replacement for all buildings on the Plan of Subdivision.

16. INSURANCE VALUATION

It was resolved that the Owners Corporation obtains a Valuation.

It is noted that the last valuation was obtained in December 2018.

17. NUMBER OF COMMITTEE MEMBERS

It was resolved that the Owners Corporation elect a committee of at least three and not more than seven members.

18. ELECTION OF COMMITTEE

It was resolved that the Owners Corporation elected the following members to committee:

Lot 104 - Cyril Soh Soon Wei

Lot 205 - Xinyuan Wang

Lot 307 - Helen Anne Fisher

Lot 308 - Russell Priest

Lot 110 - Bruno Robert Gabriel

19. INSTRUMENT OF DELEGATION TO THE COMMITTEE

It was resolved that the Owners Corporation delegate all powers and functions that are capable of being delegated to the Owners Corporation Committee to make decisions on behalf of the Owners Corporation save for the power or function to engage, terminate, or otherwise vary the appointment of the Owners Corporation Manager and powers and functions that require a unanimous or special resolution of the Owners Corporation.

20. APPOINTMENT OF CHAIRPERSON

It was resolved that [Russell Priest of Lot 308] be elected as Chairperson of the Owners Corporation.

21. APPOINTMENT OF SECRETARY

It was resolved that the Owners Corporation appoints Network Pacific Strata Management Pty Ltd as the Secretary of the Owners Corporation.

22. CONTRACT OF APPOINTMENT

It was noted that a current contract is in place.

23. INSTRUMENT OF DELEGATION TO THE MANAGER

It was resolved that the Owners Corporation delegates to the Manager those powers and functions under s 11 of The Act required to enable the Manager to perform the duties under the Contract of Appointment and comply with the requirements of The Act and Regulations. The Manager is to comply with all lawful resolutions of the committee.

24. PENALTY INTEREST

It was resolved that the Owners Corporation charge penalty interest at the maximum rate of interest payable under the Penalty Interest Rates Act (Vic) 1983 on any amount payable by a Lot Owner to the Owners Corporation that is still outstanding 30 days after the due date for payment. The interest rate is currently 10% and is subject to change.

25. DEBT RECOVERY

It was resolved that the Owners Corporation authorises Network Pacific Strata Management Pty Ltd to collect outstanding fees and charges and for that purpose to issue a Letter of Demand, engage a lawyer and carry out all other actions and proceedings in VCAT, Magistrates Court or any other Court as required for the recovery of those fees and to proceed to the execution of any orders made.

26. OCCUPATIONAL HEALTH & SAFETY REPORT

It was not resolved that the Owners Corporation obtains an Occupational Health and Safety report for the common property.

It was not resolved that the Owners Corporation delegates to the committee the power to address items identified in the Occupational Health and Safety report.

27. COMMON SEAL

It was resolved that the Owners Corporation authorises the Manager to affix the common seal to all documents where it is legally or commercially required including the Contract of Appointment, common property leases and licenses, including the assignment or transfer of same, settlement agreements and each owner's corporation certificate.

28. MATTERS FOR COMMITTEE CONSIDERATION

It is noted that matters may be raised for discussion by the members present but cannot be passed as resolutions of the Owners Corporation. All matters raised will be taken on notice for consideration by the committee.

28.1 Members discussed and engaged OC manager to review the cleaning contractor.
28.2 Members discussed and engaged OC manager to review the gardening contractor.
28.3 Members discussed and engaged committee to further investigate the visit parking issue.

29. NEXT ANNUAL GENERAL MEETING

The Owners Corporation sets out a proposed date for the next Annual General Meeting.

It is noted that the provisional date for the next Annual General Meeting is Wednesday, 2 September 2026

30. MEETING CLOSE

There being no further matters to discuss, the meeting was closed at 17:47 PM.

BODY CORPORATE VICTORIA
ABN 66115750671

Building 5, 303 Burwood Hwy, Burwood East Vic 3151
All Mail To: PO Box 4353, Burwood East Vic 3151
Email: info@bodycorpvic.com.au
Tel: +61 3 9807 2211
Web: www.bodycorpvic.com.au

Plan of Subdivision No. PS 730158R

1 - 5 Neil Court Blackburn South Victoria 3130

ANNUAL BUDGET

	ACTUAL 01/07/24-30/06/25	BUDGET 01/07/24-30/06/25	BUDGET 01/07/25-30/06/26
ADMINISTRATIVE FUND			
INCOME			
Levies - Administrative Fund	122,670.03	122,670.00	130,000.00
Interest On Overdue Levies	7.25	0.00	0.00
TOTAL ADMIN. FUND INCOME	**122,677.28**	**122,670.00**	**130,000.00**
EXPENDITURE - ADMIN. FUND			
Disbursement Fees	506.60	495.00	520.25
Amenities	0.00	150.00	150.00
Carpet Replacement	209.00	0.00	200.00
Car Stackers Maintenance	4,309.00	3,750.00	4,000.00
Cctv	0.00	300.00	300.00
Cleaning	10,560.00	12,000.00	11,000.00
Doors & Gates	1,303.50	500.00	1,500.00
Electrical Repairs	325.16	1,000.00	1,000.00
Essential Services	8,523.48	8,450.00	8,800.00
Essential Services - Repairs	5,077.85	2,100.00	2,200.00
Emergency Aft Hrs Call Centre	342.24	0.00	350.00
Fire Prtcn - Fire Monitoring	2,223.27	2,200.00	3,800.00
Gardening	14,806.00	5,500.00	6,000.00
General Repairs	5,610.00	1,000.00	10,000.00
Gutter Cleaning/Repairs	0.00	600.00	700.00
Hot Water Boiler Maintenance	0.00	600.00	600.00
Insurance - Premium	16,143.63	21,000.00	17,000.00
Insurance - Premium Stamp Duty	1,441.65	2,100.00	1,700.00
Lift Maintenance - Contract	6,093.41	5,900.00	6,600.00
Lift Maintenance - Call Out	1,644.50	418.00	1,600.00
Locks And Keys	0.00	400.00	350.00
Administration Costs	11,682.85	11,200.00	17,000.00
Recovery Costs - Final Notices	165.00	0.00	0.00
Mechanical - Repairs & Maint	2,503.68	2,200.00	2,200.00
Plumbing & Drainage	7,887.00	1,000.00	500.00
Pumps	968.00	1,500.00	1,400.00
Repairs & Maintenance	0.00	1,000.00	800.00
Rubbish Removal	14,737.00	14,000.00	15,000.00
Stratapay & Software Charges	461.85	500.00	500.00
Telephone	336.60	340.00	340.00

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Plan of Subdivision No. PS 730158R

1 - 5 Neil Court Blackburn South Victoria 3130

ANNUAL BUDGET

	ACTUAL 01/07/24-30/06/25	BUDGET 01/07/24-30/06/25	BUDGET 01/07/25-30/06/26
Utilities - Electricity	5,386.50	5,200.00	5,400.00
Utilities - Water & Sewerage	6,469.24	6,600.00	6,600.00
Window Cleaning	0.00	1,000.00	1,000.00
TOTAL ADMIN. EXPENDITURE	**129,717.01**	**113,003.00**	**129,110.25**
SURPLUS / DEFICIT	**$ (7,039.73)**	**$ 9,667.00**	**$ 889.75**
Opening Admin. Balance	53,725.06	53,725.06	46,685.33
ADMINISTRATIVE FUND BALANCE	**$ 46,685.33**	**$ 63,392.06**	**$ 47,575.08**
NUMBER OF UNITS OF LOT LIABILITY:		10,000	10,000
AMOUNT PER UNIT OF LOT LIABILITY:		$ 12.267000	$ 13.000000

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Plan of Subdivision No. PS 730158R

1 - 5 Neil Court Blackburn South Victoria 3130

ANNUAL BUDGET

	ACTUAL 01/07/24-30/06/25	BUDGET 01/07/24-30/06/25	BUDGET 01/07/25-30/06/26
MAINTENANCE FUND			
INCOME			
Maintenance Fund Levies	0.00	0.00	10,000.00
TOTAL MAINTENANCE FUND INCOME	**0.00**	**0.00**	**10,000.00**
EXPENDITURE - MAINTENANCE FUND			
TOTAL MAINT. FUND EXPENDITURE	**0.00**	**0.00**	**0.00**
SURPLUS / DEFICIT	**$ 0.00**	**$ 0.00**	**$ 10,000.00**
Opening Maint. Fund Balance	10,049.64	10,049.64	10,049.64
MAINTENANCE FUND BALANCE	**$ 10,049.64**	**$ 10,049.64**	**$ 20,049.64**
NUMBER OF UNITS OF LOT LIABILITY:		10,000	10,000
AMOUNT PER UNIT OF LOT LIABILITY:		$ 0.000000	$ 1.000000

Flex insurance
w: www.flexinsurance.com.au

Certificate of Currency Flexible Residential Strata Plan Insurance

Policy No	**HS**0006110918
Policy Wording	FLEXIBLE RESIDENTIAL STRATA PLAN INSURANCE AX0001 0724
Insurer(s)	100% CERTAIN UNDERWRITERS AT LLOYD'S LED BY MANAGING AGENT AXIS, SYNDICATE 1686, UNDER BINDER AGREEMENT NO (UMR) B123024FLE1451.
Period of Insurance	05/08/2025 to 05/08/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 730158R
Situation	5 NEIL COURT BLACKBURN SOUTH VIC 3130
Certificate date	04/08/2025

Cover Selected		Sum Insured
Section 1	Insured Property	
	Building	$13,791,700
	Common Area Contents	$0
	Loss of Rent & Temporary Accommodation (total payable)	$2,068,755
Section 2	Liability to Others	$30,000,000
Section 3	Voluntary Workers	
	Death	$200,000
	Total Disablement	$2,000 per week
Section 4	Fidelity Guarantee	$250,000
Section 5	Office Bearers' Legal Liability	$1,000,000
Section 6	Machinery Breakdown	$100,000
Section 7	Catastrophe Insurance	
	Sum Insured	$2,068,755
	Extended Cover - Loss of Rent & Temporary Accommodation	$310,313
	Escalation in Cost of Temporary Accommodation	$103,437
	Cost of Removal, Storage and Evacuation	$103,437
Section 8	Government Audit Costs, Appeal Expenses and Legal Defence Expenses	
	Government Audit Costs	$25,000
	Appeal Expenses – common property health & safety breaches	$100,000
	Legal Defence Expenses	$50,000
Section 9	Lot Owners' Fixtures and Improvements (per lot)	$250,000

Flood Cover is included.

The Table of Benefits Section 3 Voluntary Workers is replaced by

insured event	Benefit
1 Death	**$200,000**
2 Total and irrecoverable loss of all sight in both eyes	**$200,000**
3 Total and permanent loss of the use of both hands or of use of both feet or the use of one hand and one foot	**$200,000**
4 Total and permanent loss of the use of one hand or of the use of one foot	**$100,000**
5 Total and irrecoverable loss of all sight in one eye	**$100,000**
6 a Total Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Total Disablement:	
i a weekly benefit of or if higher	**$1,000**
ii the amount of Your average weekly wage, salary or other remuneration earned from Your personal exertion - up to a maximum per week of	**$2,000**
b Partial Disablement from engaging in or attending to usual profession, business or occupation - in respect of each week of Partial Disablement:	
i a weekly benefit of or if higher	**$500**
ii the amount by which Your average weekly wage, salary or other remuneration earned from Your personal exertion is reduced - up to a maximum per week of	**$1,000**
7 The reasonable and necessary cost of hiring or employing domestic assistance following certification by a qualified medical practitioner that a Voluntary Worker is totally disabled from performing his/her usual profession, business, occupation or usual household activities - in respect of each week of disablement a weekly benefit not exceeding	**$500**
8 The reasonable cost of travel expenses necessarily incurred at the time of, or subsequent to, the sustaining of bodily injury and not otherwise recoverable from any other source – a benefit not exceeding	**$2,000**

Other than as set out above, the terms, conditions, exclusions and limitations contained in Your Policy remain unaltered.

Flex+ Optional Benefits

Increased exploratory costs, replacement of defective parts	Selected
Extended Temporary Accommodation and Loss of Rent	Selected
Fusion	Selected
Floating floors	Selected
Fallen Trees	Selected
Landscaping	Selected
Fire extinguishing	Selected
Personal Property of Others	Selected
Removal, storage costs	Selected

Temporary Accommodation/Rent/contributions/storage	Selected
Emergency accommodation	Selected
Arson reward	Selected
Electricity, gas, water and similar charges - excess costs	Selected
Keys, lock replacement	Selected
Electricity, Gas, Water and Similar Charges - unauthorised use	Selected
Funeral Expenses	Selected
Modifications	Selected
Money	Selected
Mortgage Discharge	Selected
Pets, Security Dogs	Selected
Removal of Squatters	Selected
Court appearance	Selected

Date Printed 04/08/2025

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 New Flex PDS reference code for the Lloyd's product is: AX 0001 0724 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

CONSOLIDATED RULES OF OWNERS CORPORATION 1
PLAN OF SUBDIVISION PS 730158R
1 – 5 NEIL COURT, BLACKBURN SOUTH

Rules made pursuant to section 138(1) of the Owners Corporations Act 2006

(Model rules pursuant to Schedule 2 of the Owners Corporation Regulations 2007)

1. Health, safety and security

1.1 Health, safety and security of lot owners, occupiers of lots and others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of flammable liquids and other dangerous substances and materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2. Management and administration

2.1 Management and Administration Model Rule 2.1 in Schedule 2 of the Regulations does not apply.

3. Use of common property

3.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for his or her own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability.

3.2 Vehicles and parking on common property

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

3.3 Damage to common property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

4. Lots

4.1 Change of use of lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example:

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

4.2 An owner or occupier of a lot, being a person who is not a registered proprietor of a lot at the time of registration of these rules, must not lease, sublease, licence, rent, hire or otherwise deal with a lot, or permit it to be leased, subleased, licensed, rented, hired or otherwise dealt with, for a period of less than 90 calendar days.

4.3 An owner or occupier of a lot must clear on each and every day and keep clear from any mail or other material of whatsoever nature the owner or occupier's mailbox and/or newspaper receptacle, whether solicited or not, and must arrange for such clearance by another person

should the owner or occupier be absent from the lot for any period exceeding 24 hours whatever the reason.

5. Behaviour of persons

5.1 Behaviour of owners, occupiers and invitees on common property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

5.2 Noise and other nuisance control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

6 Dispute resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006* (Vic).

(8) This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006* (Vic).

ADDITIONAL RULES

Note:

These additional rules will apply to all members of the Owners Corporation. Any rules in the model rules set out in Schedule 2 of the *Owners Corporation Regulations 2007* (Vic) ("Model Rules") that are not covered by these additional rules will also apply to the Owners Corporation.

These rules must be read in conjunction with the *Owners Corporation Regulations 2007* (Vic) or such other regulations made from time to time under the *Owners Corporation Act 2006* (Vic) or the *Subdivision Act 1988* (Vic).

It is each member's legal responsibility to inform any occupier of the member's lot of the Model Rules and these additional rules.

Any reference to the Owners Corporation may include an Owners Corporation Manager or a committee of the Owners Corporation that has been appointed by the Owners Corporation to assume certain powers and duties of the Owners Corporation and to determine the terms and conditions referred to in any of the Owners Corporation rules contained herein.

Where consent is required from the Owners Corporation, such consent shall not be unreasonably withheld and such consent shall not be given if the use or enjoyment of any other Member or occupant would be unreasonably prejudiced or affected.

1. Interpretation/Definitions

"Act" means Owners Corporations Act 2006 (Vic).

"Building" means all and any buildings, structures or improvements comprised in the Development.

"Common Property" means any common property described on the Plan of Subdivision or any common areas in the Development.

"Development" means all the land and improvements comprised in Plan of Subdivision No. PS 730158R at 1 – 5 Neil Court, Blackburn South.

"Lot or Lots" means a lot or lots on the Plan of Subdivision.

"Member" means an owner of a Lot on the Plan of Subdivision.

"Occupier" means any person occupying or in possession of a Lot on the Plan of Subdivision and can include a Member or tenant.

"Owners Corporation" means Owners Corporation PS 730158R.

"Plan of Subdivision" means Plan of Subdivision No. PS 730158R.

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

2. Use of common property

A member must not, and must ensure that the occupier of a member's Lot does not:

(a) use the common property or permit the common property to be used in such a manner as to unreasonably interfere with or prevent its use by other members or occupants of Lots or their invitees;
(b) park or leave a vehicle or permit a vehicle to be parked or left on the common property so as to obstruct a driveway or entrance to a Lot or in any place other than in the member's designated parking area;
(c) use or permit the common property to be used for any purpose which may be illegal or injurious to the reputation of the development or may cause a nuisance or hazard to any other member or occupier of any Lot or the invitees of any such member or occupier;
(d) make or permit to be made any undue noise in or about the common property or any Lot affected by the Owners Corporation;
(e) use language or behave in a manner likely to cause offence or embarrassment to a member or occupier of another Lot or to any person lawfully using the common property;
(f) smoke on common property;

(g) use possess or deal in illegal drugs or other substances on common property;

(h) consume alcoholic beverages on common property;

(i) sexually harass or discriminate against any person on the basis of race, sex, age or gender preference;

(j) obstruct any fire equipment, cupboards, walls, passage ways, stairways, lifts, grease traps, driveways or walkways;

(k) enter any plant room or tamper with any plan and equipment on the common property without the prior written consent of the Owners Corporation and then only upon the terms of such consent;

(l) store or place any bicycle or motor cycle or pot plant or any other private materials or goods on the common property without the prior written consent of the Owners Corporation and then only upon the terms of such consent;

(m) use any part of the common property in respect of which exclusive use and enjoyment rights may be given or granted by the Owners Corporation from time to time;

(n) hang any clothing, household linen or other articles on or from any part of the common property;

(o) permit the undue accumulation of mail newspapers or advertising materials in or near the member's letterbox or other receptable;

(p) display any placard advertisement or sign on or from the common property without the prior written consent of the Owners Corporation and then only upon the terms of such consent;

(q) use or interfere with any property of the Owners Corporation without the prior written consent of the Owners Corporation use or interfere with any property of the Owners Corporation without the prior written consent of the Owners Corporation;

(r) use the common property for the holding of any meeting, functions or gatherings without the prior written consent of the Owners Corporation and then only upon the terms of such consent;

(s) take any glass or any other item which may become a danger on to the common property;

(t) breach any rules or regulations relating to the common property and any facility on the common property;

(u) remove any item, equipment or such other things that are and remain the property of the Owners Corporation for any reason whatsoever;

(v) fail to report any repair or maintenance required to the common property to the Owners Corporation Manager;

(w) use the common property other than in accordance with the directions of the Owners Corporation;

(x) use any fire appliance or fire equipment for anything other than extinguishing a fire or in the case of emergencies; and

(y) make any alterations or additions to the common property, the building, the services or equipment on common property whether structural or otherwise without the prior written consent of the Owners Corporation and then only upon the terms of such consent including the execution of appropriate indemnity and payment of any costs incurred by the Owners Corporation.

3. Vehicles, Driveways and Car Parking Areas

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

(a) drive or operate any motor vehicle on any internal road surface in excess of 5kph.
permit bicycling, roller blading, skate boarding, roller skating, or ball games in the car parking areas, driveways, or access pathways or any part of the Common Property;

(b) interfere with the operation, function or control of the electronic vehicular gates;

(c) wash any vehicle in any area or car park space or any Common Property whatsoever;

(d) allow any build up or discharge of oil or any other fluids from any parked vehicle and ensure that all vehicle parking surfaces are cleaned and any oil, grease and fluids of any kind are removed immediately upon notice of same or notification of build up by the Owners Corporation;

(e) must not use that part of a Lot designed for a car parking space for any other purpose without the prior written consent of the Owners Corporation and then only upon the terms of such consent;

(f) allow any car park lot to be used by anyone other than an owner or occupier of a Lot;

(g) park in a car park lot other than the member's car park lot;

(h) store any private items or materials on any car park lot without the prior written consent of the Owners Corporation and then only upon the terms of such consent;

(i) store any bicycles on any car park lot or common property other than at the bicycle racks provided; and

(j) drive, operate or park any truck or heavy vehicle on a car park ramp in the Development.

4. Pets and Animals

4.1 A Member must not, and must ensure that the Occupier of a Member's Lot does not:

(a) keep any animal on any balcony, patio or garden area except when accompanied by the Occupier and then not in a manner to cause a nuisance to any other Occupier;

(b) exercise any animals on Common Property or allow any animal to roam freely on Common Property;

(c) allow any animal excrement or animal debris to build up run-off or affect in any unclean, unsafe or unhygienic manner any Common Property, Lot or part thereof; and

(d) keep, mind or allow any more that one (1) dog and/or (1) cat on the Common Property or Lot without the prior written consent of the Owners Corporation or the Owners Corporation committee and then only upon the terms of such consent.

4.2 Unless prior approval has been given by the Owners Corporation, a proprietor or occupier of a lot must apply in writing to the Owners Corporation giving details of the animal and receive written approval before bringing the animal into the building.

4.3 A proprietor or occupier of a lot must not keep any animal upon a lot or the common property 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.

4.4 A proprietor or occupier of a lot must ensure that any animal belonging to them does not urinate or defecate on common areas including internal court yards.

4.5 A proprietor or occupier of a lot must ensure that any animal belonging to them must not be allowed to touch any common areas. They are to be carried through the common areas at all times.

5. Balconies, Patios, Garden Areas, Common Property and Any Exterior Building Surfaces and External Appearance

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

(a) store or keep on the Common Property or any part thereof any materials or goods including bicycles and other items except in designated areas (if any) and subject to the terms and conditions specified in writing by the Owners Corporation;

(b) install any insect screen, awning, external blind, security door, or any other exterior fixture or fitting without the prior written consent of the Owners Corporation and then only upon the terms of such consent;

(c) keep any plants, planter boxes or pots on any balcony, patio or garden area that are not maintained in good health and condition and that are offensive in appearance to other Occupiers and further that the size and type of plant shall not extend beyond the boundary of the Lot or obstruct the views from another Lot or interfere with the use and enjoyment of their Lots by the Occupiers of those Lots. Care must be taken when watering or cleaning to ensure minimal disturbance to other Lots;

(d) construct or erect any sheds, kennels or structures of any nature or description on any balcony, patio or garden area without the prior written consent of the Owners Corporation and then only upon the terms of such consent and subject to the relevant building regulations or planning laws;

(e) construct or erect any outside wireless, television aerial, satellite dish or receiver or thing of like nature without the prior written consent of the Owners Corporation and then only upon the terms of such consent;

(f) paint, finish, deface, mark or otherwise alter or damage the external façade of any building or improvement forming part of the common property or the member's Lot without the prior written consent of the Owners Corporation and then only upon the terms of such consent;

(g) make any alterations or additions to the Lot whether structural or otherwise which changes the appearance of the exterior of the Lot or of the building without the prior written consent of the Owners Corporation and then only upon the terms of such consent including the execution of appropriate indemnity and payment of any costs incurred by the Owners Corporation;

(h) install any air conditioner or any air-conditioning equipment on or within the Member's Lot without the prior written consent and terms of the Owners Corporation as to the location, size, colour and appearance of such and subject to the equipment and its operation conforming to any laws, bylaws and regulations;

(i) hang or permit to be hung any garment or article of clothing, sheet, blanket or towel or other article on any part of the Common Property or on or from any part of the exterior of the Member's Lot or so as to be visible from outside the Lot (except in places expressly provided for such purpose);

(j) smoke on Common Property;

(k) use, possess or deal in illegal drugs or other substances on Common Property;

(l) consume alcoholic beverages on Common Property;

(m) use the Common Property for the holding of any meeting, functions or gatherings without the prior written consent of the Owners Corporation and then only upon the terms of such consent;

(n) operate or permit to be operated any device or electronic equipment which interferes with any appliance or equipment lawfully in use on the common property, any Lot or any part of the building; and

(o) when using the common property, use language or behave in a manner that may cause offence or embarrassment to other members or occupiers of other Lots or to any person using the common property.

6. Rubbish

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

(a) deposit household rubbish in any other receptacles or in any other part of the Common Property except inside the rubbish bins in accordance with the instructions as determined by the Owners Corporation;

(b) deposit any items or articles of rubbish including but not limited to any items of a non-household nature or furnishings, fittings or fixtures into any receptacle except as may be provided from time to time by the Owners Corporation as separate collection receptacles for items of this nature;

(c) throw or allow to fall or leak or permit or suffer to be thrown fall or leak any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircase or from the balconies or in corridors. Any damage or cost for cleaning or repair caused by breach hereof shall be borne by the Member or Occupier concerned; and

(d) deposit cans, bottles or cardboard in the rubbish bins or any area except in the recycling bins or area provided for such.

7. Works, Damage & Repairs

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

(a) damage, deface, or obstruct in any way or for any purpose whatsoever any driveway, pathway, stairway, corridor or any other Owners Corporation property located on, in or attached to the Common Property, provided further that if the Owners Corporation expends money to make good damage caused by any member or tenants, guests, servants, employees, agents, children, invitees or licensees of the Member of any of the Lots, the Owners Corporation shall be entitled to recover the amount so expended as a debt in any action in any Court of competent jurisdiction from the Owner of the Lot at the time when the damage occurred;

(b) fail to properly inform the Owners Corporation within twenty-four (24) hours of any damage to property which may be subject of a claim against the Owners Corporation building and/or public liability insurance policy;

(c) interfere with or attempt to direct any maintenance works being attended to by tradespersons or others that have been appointed by the Owners Corporation specifically to work being undertaken;

(d) interfere with the operation, function or control of any of the Common Property fixtures, fittings or equipment, including but not limited to all, pedestrian entrances, lighting, fire controls, landscape features and structures including the sprinkler system and any facility controls or equipment;

(e) commit, perform or cause any manner or any act on any Lot or Lots or on the Common Property so as to commit or cause any breach of any Act of Parliament or any regulation, permits, by-laws or order made by any Municipal, Statutory, Government or other Authority authorized by law to make such regulation, by-law or order or issue such permits; and

(f) make any alterations or additions to any Lot, the Common Property, the Building, the services, fixtures, fittings or equipment on Common Property whether structural or otherwise without the prior written consent of the Owners Corporation and then only

upon the terms of such consent including the execution of appropriate indemnity and payment of any costs incurred by the Owners Corporation.

8. Relocations, Deliveries, Tradesmen

8.1 A Member must not, and must ensure that the Occupier of Member's Lot does not:

(a) damage, obstruct or interfere with the lifts, stairways, corridors or any Common Property when moving any items in or out of any Lot;

(b) move in or move out without notifying the Owners Corporation manager at least 48 hours prior to the proposed move and without receiving approval from the Owners Corporation manager for the day and time of the proposed move. The Member or the Occupier of the Member's Lot must ensure that all moving in and moving out policy determined by the Owners Corporation from time to time are complied with at all times;

(c) permit any carriers or tradespeople to commence operations prior to their making contact upon arrival with the Owners Corporation;

(d) permit any vehicles to restrict access to common property or Lots;

(e) conduct operations so as to unduly restrict access of other owners or occupiers to the driveways or common areas;

(f) move furniture or bulky items through Common Property or place any furniture or items likely to cause damage or obstruction in the Common Property except in accordance with these rules or such policies determined by the Owners Corporation from time to time;

(g) arrange for trades people (except in emergencies) of any nature or kind to perform any works except during the hours of 8.00am to 6.00pm Monday to Friday and there shall be no work done by trades people on weekends or public holidays or without the supervision and at the sole responsibility of the Member so arranging;

(h) arrange for deliveries of any kind or nature unless the Member or the Occupier of a Member's Lot or their respective authorised representative is at or on the premises to supervise, accept and arrange to accept delivery at the Member's sole cost and liability; and

(i) move in, move out or arrange for any delivery to commence before ensuring protective coverings for the floors and lifts are in place prior to the move or delivery.

8.2 At the completion of the move or delivery, the Member or the Occupier of the Member's Lot must:

(a) remove all protective coverings for the floors and lifts within one hour of the move or delivery being completed;

(b) conduct a walk through to facilitate a property inspection report of all areas utilised by the carriers, delivery personnel or tradespeople. In the event of any damage during the move or delivery, the Member or the Occupier of the Member's Lot must:

i) arrange digital photographs to be taken of any damage to Common Property;

ii) provide a copy of the property inspection report along with copies of any digital photographs to the carriers or tradespeople or delivery personnel; and

iii) provide a copy of the property inspection report along with digital photographs to the Owners Corporation.

8.3 The Owners Corporation may recover the cost of any damage or making good any damage from the Member or the Occupier of the Member's Lot arising out of any move, delivery or

access required pursuant to this rule.

9. Use of Lifts and Security System

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

(a) use any lifts for any other purpose other than to gain access to his or her Lot and in accordance with such policies determined by the Owners Corporation from time to time and any operating instructions of the lift supplier with respect to the use of lifts;

(b) hold the lift doors open and/or prevent the doors of the lift closing for any lengthy periods of time or use the lifts in such a manner as to interfere with the normal operation of or the other Members' or Occupiers' use of the lifts;

(c) press the alarm or stop buttons except in an emergency situation or press any button other than the one representing the level that the lift is required to stop at;

(d) use the lift for moving furniture and furnishings into or out of a Lot without first having obtained the consent of the Owners Corporation and then only by observing the specific instructions by the Owners Corporation. A Member or the Occupier of a Member's Lot must ensure that protective coverings for the lifts are in place prior to moving any furniture or furnishings into or out of a Lot and must remove all protective coverings for the lifts within one hour of completing the move; and

(e) use the building security system and locking mechanisms except in accordance with the instructions determined by the Owners Corporation.

10. Public Announcements including, Sale and Lease notice boards

(a) A Member must not, and must ensure that the Occupier of a Member's Lot does not use the Lot or any part thereof or the Common Property for the making of any public announcement or for the displaying of any placard, advertisement or sign without first having obtained the prior written consent of the Owners Corporation and then only upon the terms of such consent.

11. Compensation and Make Good

A member must:

(a) compensate the Owners Corporation in respect to any damage to the common property or services or equipment or personal property of the Owners Corporation under the care or control of the Owners Corporation caused by the member or any occupier of the member's Lot or any licensee, visitor or other invitee of the member;

(b) immediately make good all damage to and dirtying of the common property or the services which are caused by any works or activities arising directly or indirectly from the member or the occupier of the member's lot and if, the member fails to immediately do so, the Owners Corporation may (in its absolute discretion) make good the damage and dirtying and the member shall indemnify and keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying;

(c) immediately make good any damage resulting from any building works undertaken by the member or the occupier of the member's Lot, or if the Owners Corporation elects to make good any such damage reimburse to the Owners Corporation the cost of making good any such damage

12. Penalty Interest

The Owners Corporation is entitled to charge and the member must pay penalty interest as determined by the Owners Corporation on money owed by the member to the Owners Corporation thirty days after the due date, such interest to be calculated from the due date.

13. Compliance with rules and laws

A Member must, and must ensure that the Occupier of a Member's Lot:

(a) take all reasonable steps to comply with these rules and all laws relating to the Lot including without limit any requirement, notices and orders of any governmental authority;

(b) take all action available under a lease or licence agreement to ensure that any lessee or licensee of the Lot and any invitees of those lessee or licensee comply with these rules and applicable laws;

(c) advise the Owners Corporation Manager of an out of normal business hours contact address and telephone number for the Member or the Occupier of the Member's Lot and must promptly advise the Owners Corporation Manager of any change in address or telephone number.

14. Access to the roof

A Member must not, and must ensure that the Occupier of a Member's Lot does not:

(a) access or use the roof of the Building without the written consent of the Owners Corporation; and

(b) prevent or object to any person authorised by the Owners Corporation or Wiserock Developments Pty Ltd to access the roof of the Building for maintenance purposes.

15. Communal B.B.Q. Facility

A Member must ensure that the Member or Occupier of a Member's Lot must:

(a) Use the B.B.Q. Facility in a safe and responsible manner.

(b) Children must be accompanied and supervised by adults.

(c) Clean the B.B.Q. Facility properly after usage and before leaving the B.B.Q Facility.

(d) Comply with the Rules for Use of the B.B.Q. Facility applicable at the time of use.

16. Owners Corporation

(a) The Owners Corporation may appoint a manager and/or a committee of Owners Corporation members to act on its behalf for such period as it deems fit.

(b) Any consent given by the Owners Corporation under these rules will be at the discretion of the Owners Corporation and can be revoked, replaced or amended at any time in accordance with the Owners Corporation Act 2006 and may be given subject to such conditions the Owners Corporation deem fit.

(c) The Owners Corporation may amend, replace, add or remove any rules and policies the Owners Corporation considers necessary from time to time.

(d) The Owners Corporation may employ for and on behalf of the Owners Corporation such agents and servants for and in connection with the exercise and performance of the powers, authorities, duties and functions of the Owners Corporation and will enter into management agreements and incur the necessary costs for the proper running and management of the building.

(e) The Owners Corporation may determine to enter into arrangements for the provision of the following amenities or services to any of the members or occupiers of a member's lot:

i. Window cleaning
ii. Garbage disposal and recycling
iii. Electricity, water and gas supply and
iv. Telecommunications facilities

(f) Any complaint, communication or application to the Owners Corporation must be addressed in writing to the Owners Corporation Manager or where there is no Manager, the secretary of the Owners Corporation.

Schedule 2—Model Rules for an Owners Corporation

Regulation 11

1 Health, Safety and Security

1.1 Health, Safety and Security of Lot Owners, Occupiers of Lots and Others

A lot owner or occupier must not use the lot, or permit it to be used, so as to cause a hazard to the health, safety and security of an owner, occupier, or user of another lot.

1.2 Storage of Flammable Liquids and other Dangerous Substances and Materials

(1) Except with the approval in writing of the owners corporation, an owner or occupier of a lot must not use or store on the lot or on the common property any flammable chemical, liquid or gas or other flammable material.

(2) This rule does not apply to—

(a) chemicals, liquids, gases or other material used or intended to be used for domestic purposes; or

(b) any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

1.3 Waste Disposal

An owner or occupier must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers or users of other lots.

2 Committees and Sub-Committees

2.1 Functions, Powers and reporting of Committees and Sub-Committees

A committee may appoint members to a sub-committee without reference to the owners corporation.

3 Management and Administration

3.1 Metering of Services and Apportionment of Costs of Services

(1) The owners corporation must not seek payment or reimbursement for a cost or charge from a lot owner or occupier that is more than the amount that the supplier would have charged the lot owner or occupier for the same goods or services.

(2) If a supplier has issued an account to the owners corporation, the owners corporation cannot recover from the lot owner or occupier an amount which includes any amount that is able to be claimed as a concession or rebate by or on behalf of the lot owner or occupier from the relevant supplier.

(3) Subrule (2) does not apply if the concession or rebate—

(a) must be claimed by the lot owner or occupier and the owners corporation has given the lot owner or occupier an opportunity to claim it and the lot owner or occupier has not done so by the payment date set by the relevant supplier; or

(b) is paid directly to the lot owner or occupier as a refund.

4 Use of Common Property

4.1 Use of Common Property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment of the common property by any other person entitled to use the common property.

(2) An owner or occupier of a lot must not, without the written approval of the owners corporation, use for the owner or occupier's own purposes as a garden any portion of the common property.

(3) An approval under subrule (2) may state a period for which the approval is granted.

(4) If the owners corporation has resolved that an animal is a danger or is causing a nuisance to the common property, it must give reasonable notice of this resolution to the owner or occupier who is keeping the animal.

(5) An owner or occupier of a lot who is keeping an animal that is the subject of a notice under subrule (4) must remove that animal.

(6) Subrules (4) and (5) do not apply to an animal that assists a person with an impairment or disability. **4.2 Vehicles and parking on common property**

An owner or occupier of a lot must not, unless in the case of an emergency, park or leave a motor vehicle or other vehicle or permit a motor vehicle or other vehicle—

(a) to be parked or left in parking spaces situated on common property and allocated for other lots; or

(b) on the common property so as to obstruct a driveway, pathway, entrance or exit to a lot; or

(c) in any place other than a parking area situated on common property specified for that purpose by the owners corporation.

4.3 Damage to Common Property

(1) An owner or occupier of a lot must not damage or alter the common property without the written approval of the owners corporation.

(2) An owner or occupier of a lot must not damage or alter a structure that forms part of the common property without the written approval of the owners corporation.

(3) An approval under subrule (1) or (2) may state a period for which the approval is granted, and may specify the works and conditions to which the approval is subject.

(4) An owner or person authorised by an owner may install a locking or safety device to protect the lot against intruders, or a screen or barrier to prevent entry of animals or insects, if the device, screen or barrier is soundly built and is consistent with the colour, style and materials of the building.

(5) The owner or person referred to in subrule (4) must keep any device, screen or barrier installed in good order and repair.

5 Lots

5.1 Change of Use of Lots

An owner or occupier of a lot must give written notification to the owners corporation if the owner or occupier changes the existing use of the lot in a way that will affect the insurance premiums for the owners corporation.

Example

If the change of use results in a hazardous activity being carried out on the lot, or results in the lot being used for commercial or industrial purposes rather than residential purposes.

5.2 External Appearance of Lots

(1) An owner or occupier of a lot must obtain the written approval of the owners corporation before making any changes to the external appearance of their lot.

(2) An owners corporation cannot unreasonably withhold approval, but may give approval subject to reasonable conditions to protect quiet enjoyment of other lot owners, structural integrity or the value of other lots and/or common property.

5.3 Requiring Notice to the Owners Corporation of Renovations to Lots

An owner or occupier of a lot must notify the owners corporation when undertaking any renovations or other works that may affect the common property and/or other lot owners' or occupiers' enjoyment of the common property.

6 Behaviour of Persons

6.1 Behaviour of Owners, Occupiers and Invitees on Common Property

An owner or occupier of a lot must take all reasonable steps to ensure that guests of the owner or occupier do not behave in a manner likely to unreasonably interfere with the peaceful enjoyment of any other person entitled to use the common property.

6.2 Noise and Other Nuisance Control

(1) An owner or occupier of a lot, or a guest of an owner or occupier, must not unreasonably create any noise likely to interfere with the peaceful enjoyment of any other person entitled to use the common property.

(2) Subrule (1) does not apply to the making of a noise if the owners corporation has given written permission for the noise to be made.

7 Dispute Resolution

(1) The grievance procedure set out in this rule applies to disputes involving a lot owner, manager, or an occupier or the owners corporation.

(2) The party making the complaint must prepare a written statement in the approved form.

(3) If there is a grievance committee of the owners corporation, it must be notified of the dispute by the complainant.

(4) If there is no grievance committee, the owners corporation must be notified of any dispute by the complainant, regardless of whether the owners corporation is an immediate party to the dispute.

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 14 working days after the dispute comes to the attention of all the parties.

(6) A party to the dispute may appoint a person to act or appear on the party's behalf at the meeting.

(7) If the dispute is not resolved, the grievance committee or owners corporation must notify each party of the party's right to take further action under Part 10 of the **Owners Corporations Act 2006**.

(8) This process is separate from and does not limit any further action under Part 10 of the **Owners Corporations Act 2006**.

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

Schedule 3, Regulation12, Owners Corporations Regulations 2007 OC 10 (12/07)

What is an Owners Corporation?

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

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

How are decisions made by an Owners Corporation?

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

Owners Corporation rules

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

You should look at the Owners Corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an Owners Corporation

An Owners Corporation may be self-managed by the Lot Owners or professionally managed by an Owners Corporation Manager. If an Owners Corporation chooses to appoint a professional manger, it must be a Manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECT OF THE OWNERS CORPORATION OR THE DOCUMENTS YOU HAVE RECEIVED FROM THE OWNERS CORPORATION, YOU SHOULD SEEK EXPERT ADVICE.

Imaged Document Cover Sheet

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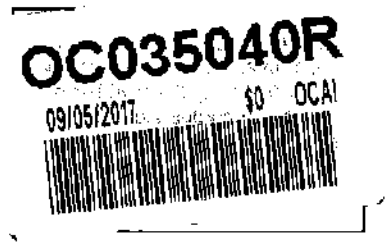
Owners Corporation Additional Information



Accompanying a Plan
Unlimited Owners Corporation

Lodged by
Name: Lincolns Lawyers & Consultants
Phone:03 9603 8788
Address: Level 9 / 179 Queen Street, Melbourne VIC 3000
Reference: KY:AF:11397
Customer Code: 3858P

Applicant: *(full name and address including postcode)*

Neo One Pty Ltd of 7 Dower Street, Camberwell VIC 3124

Plan No.: PS730158R Owners Corporation No.: 1

Owners Corporation postal address for service of notices: (Regulation 15 Subdivision (Registrar's Requirements) Regulations 2011)

13 Essex Road, Mount Waverley VIC 3149

The purposes of the Owners Corporation are: (Section 27B(2) *Subdivision Act 1988*)

The purpose of Owners Corporation No. 1 is to manage the land affected by the owners corporation.

The basis for the allocation of lot entitlement and lot liability is: (Section 27F(2)(a) *Subdivision Act 1988*)

In determining the lot entitlement, regard has been had to the value of each lot and the proportion that value bears to the total value of the lots affected by the Owners Corporation.
In determining the lot liability, regard has been had to the amount that is just and equitable for the owner of each lot to contribute towards the administrative and general expenses of the Owners Corporation.

Additional functions or obligations that are to be carried out or complied with by the unlimited Owners Corporation are: (Section 27C(4) *Subdivision Act 1988*)

N/A

Date: 09/05/2017

Signature of Australian Legal Practitioner under the Legal Profession Act 2004 for applicant:

33661110A

OC1

Page 1 of 1

CHARMAINE SHI MINN SEOW
Lincolns Lawyers & Consultants
Level 9/179 Queen St, Melbourne
An Australian Legal Practitioner
within the meaning of the
Legal Profession Uniform Law (Victoria)

THE BACK OF THIS FORM MUST NOT BE USED

Land Victoria, 570 Bourke Street, Melbourne, 3000, Phone 8636-2010

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1258035

APPLICANT'S NAME & ADDRESS

FIRST CLASS LEGAL C/- TRISEARCH (WEBSITE) C/- LANDATA

DOCKLANDS

VENDOR

KUCZKOWSKI, ROZHIN

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

62288

This certificate is issued for:

LOT 107 PLAN PS730158 ALSO KNOWN AS 1 - 5 NEIL COURT 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	RESIDENTIAL GROWTH ZONE - SCHEDULE 1
- is within a	SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9
and a	DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and abuts a	TRANSPORT ZONE 3 - SIGNIFICANT MUNICIPAL ROAD

A detailed definition of the applicable Planning Scheme is available at :
(https://planning-schemes.app.planning.vic.gov.au/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/

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

22 May 2026

Sonya Kilkenny
Minister for Planning

VICTORIA State Government

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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Choose the authoritative Planning Certificate

Why rely on anything less?

As part of your section 32 statement, the authoritative Planning Certificate provides you and / or your customer with the statutory protection of the State of Victoria.
Order online before 4pm to receive your authoritative Planning Certificate the same day, in most cases within the hour.
Next business day delivery, if further information is required from you.

Privacy Statement

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

VICTORIA State Government

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 04 June 2026 09:42 AM

PROPERTY DETAILS

Address:	**1-5 NEIL COURT BLACKBURN SOUTH 3130**
Lot and Plan Number:	**Lot CM1 PS730158**
Standard Parcel Identifier (SPI):	**CM1\PS730158**
Local Government Area (Council):	**WHITEHORSE** www.whitehorse.vic.gov.au
Council Property Number:	**276382**
Planning Scheme:	**Whitehorse** Planning Scheme - Whitehorse
Directory Reference:	**Melway 61 F5**

UTILITIES

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

STATE ELECTORATES

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

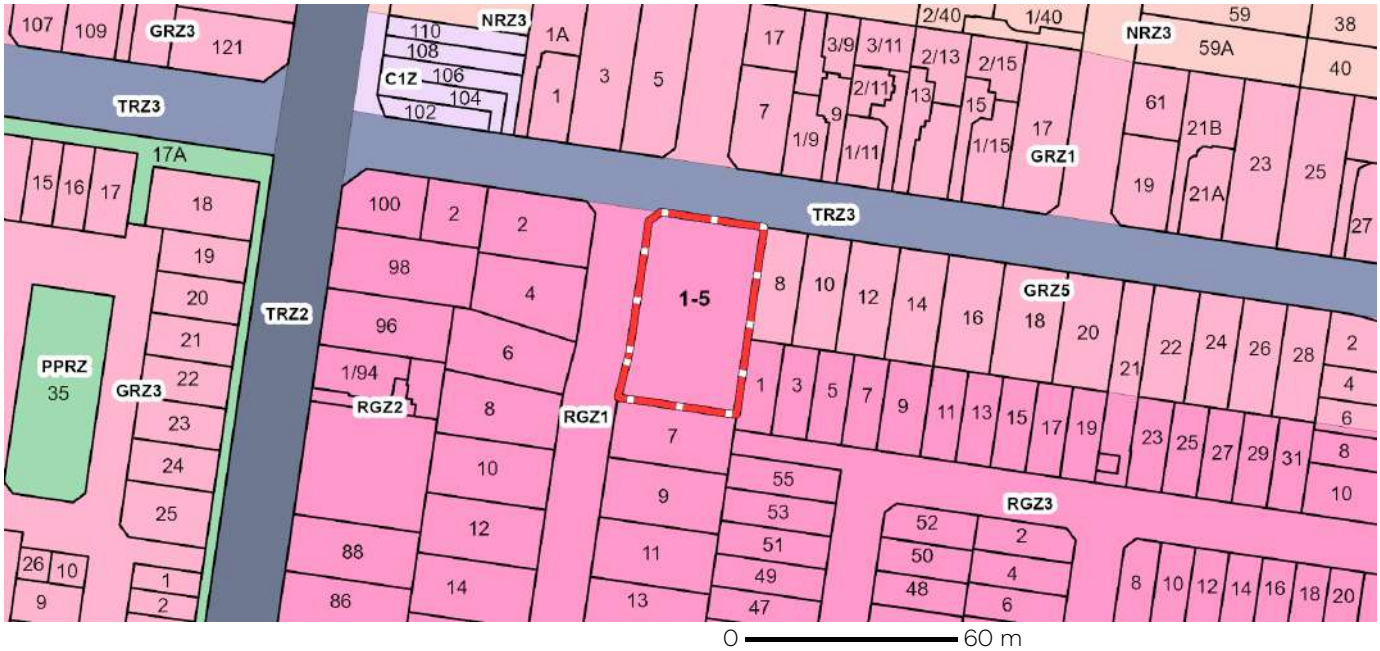
OTHER

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

View location in VicPlan

Planning Zones

RESIDENTIAL GROWTH ZONE (RGZ)
RESIDENTIAL GROWTH ZONE - SCHEDULE 1 (RGZ1)



C1Z - Commercial 1
GRZ - General Residential
NRZ - Neighbourhood Residential
PPRZ - Public Park and Recreation
RGZ - Residential Growth
TRZ2 - Principal Road Network
TRZ3 - Significant Municipal Road

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

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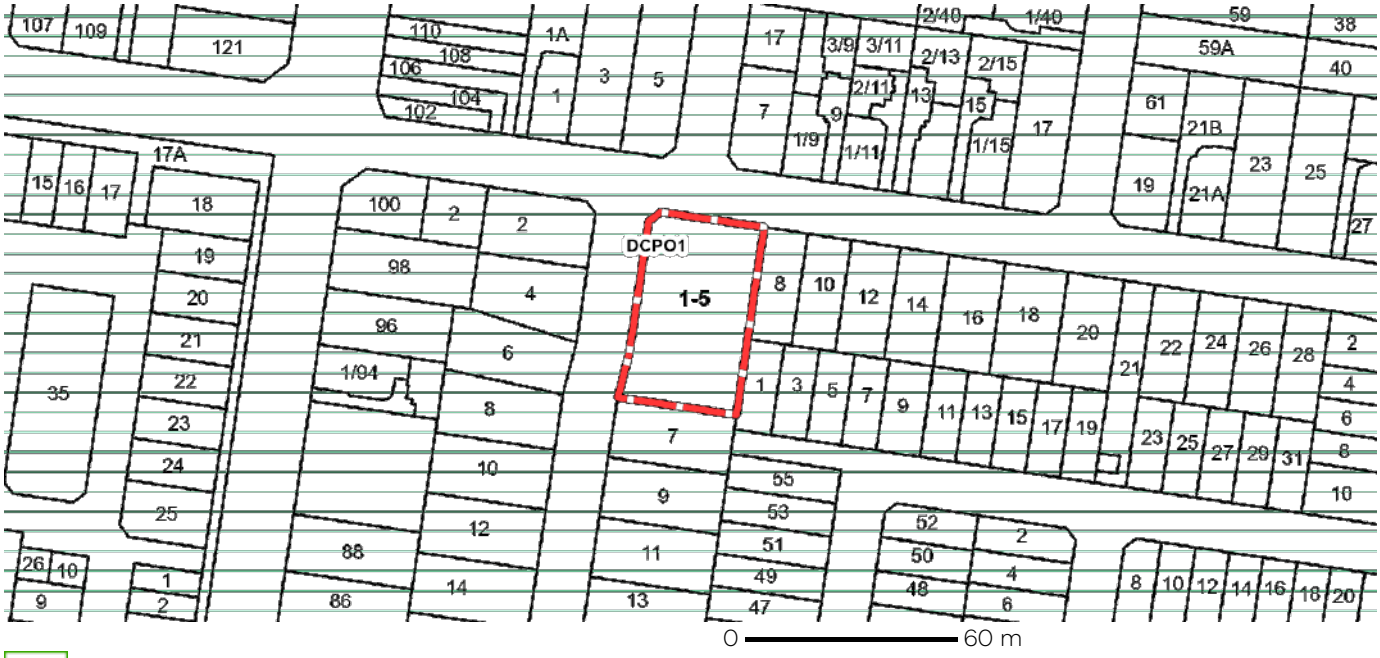
PLANNING PROPERTY REPORT

Department of Transport and Planning

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

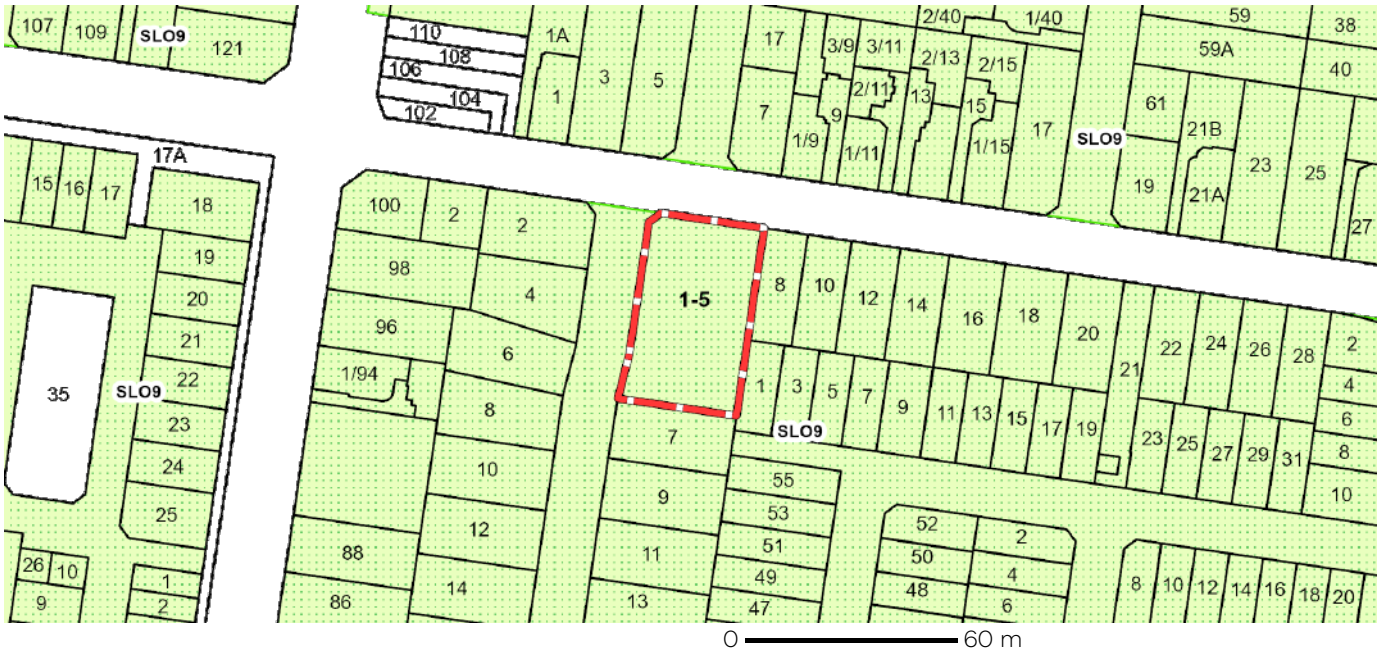


DCPO - Development Contributions Plan Overlay

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

SIGNIFICANT LANDSCAPE OVERLAY (SLO)

SIGNIFICANT LANDSCAPE OVERLAY - SCHEDULE 9 (SLO9)



SLO - Significant Landscape Overlay

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

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PLANNING PROPERTY REPORT

Planning Overlays

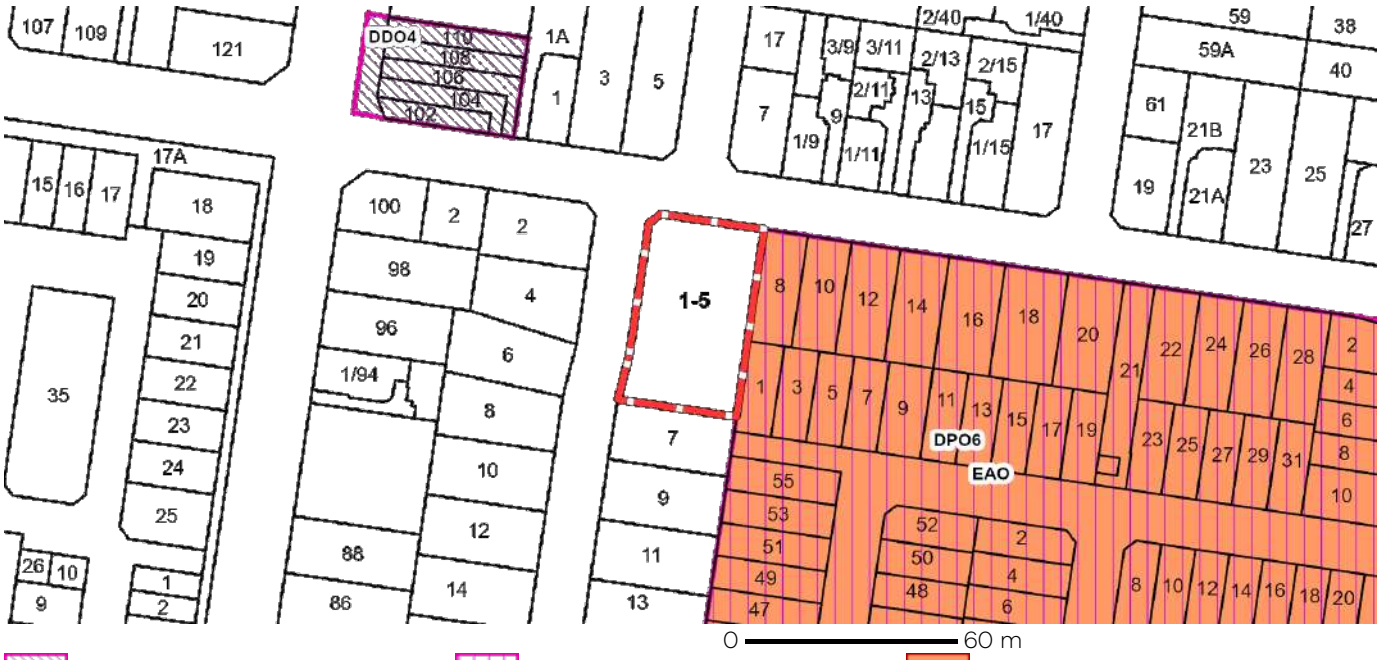
OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DEVELOPMENT PLAN OVERLAY (DPO)

ENVIRONMENTAL AUDIT OVERLAY (EAO)



DDO - Design and Development Overlay **DPO - Development Plan Overlay** **EAO - Environmental Audit Overlay**

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 28 May 2026.

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 abut 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

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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 Bushfire Prone Areas

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

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

Create a BPA definition plan in VicPlan to measure the BPA.

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

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

Native Vegetation

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

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

You can find out more about the natural values on your property through NatureKit NatureKit (environment.vic.gov.au)

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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 (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.

Consumer Affairs Victoria

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.

VICTORIA State Government

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.