www.leadconveyancing.com.au

ABN: 86 640 514 558

Louis Valentine Proud

CONTRACT OF SALE

313, 1 Queen Street, Blackburn VIC 3130

CONTRACT OF SALE OF REAL ESTATE

Property address: 313, 1 Queen Street, Blackburn VIC 3130

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

- under power of attorney; or
- as director of a corporation; or
- as agent authorised in writing by one of the parties –

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER:...

....on ..../........../20.........

Print name(s) of person(s) signing:...

....

State nature of authority, if applicable:...

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

SIGNED BY THE VENDOR:...

....on ..../........../20.........

Print name(s) of person(s) signing:...

....

State nature of authority, if applicable:...

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

IMPORTANT NOTICE TO PURCHAERS

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

PAYMENT (general condition 11)

Price: $ ....

Deposit: $ .... by............./.............../.................. of which $...has been paid

Balance: $ ....

GST (general condition 13)

The price includes GST (if any) unless the words '**plus GST'** appear in this box	-
If this is a sale of a 'farming business' is carried on which the parties consider meets requirements of section 38-400 of the GST Act or of a "going concern" then add the words '**farming business**' or '**going concern**' in this box.	-
If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box	-

SETTLEMENT (general condition 10)

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; or
- 14 days after the vendor gives notice in writing to the purchaser of registration of the plan of subdivision.

LEASE (general condition 1.1)

At settlement the purchaser is entitled to vacant possession of the property unless the words '**subject to lease**' appear in this box in which case refer to general condition 1.1.	

TERMS CONTRACT (general condition 23)

If this contract is intended to be a terms contract within the meaning of the **Sale of Land Act 1962** then add the words '**terms contract**' in this box and refer to general condition 23 and add any further provisions by way of special conditions.	-

LOAN (special condition 21)

The following details apply if this contract is subject to a loan being approved:

Lender: .... (or another lender chosen by the purchaser)

Loan Amount: $... Approval date: ..../........../20.........

BUILDING REPORT (special condition 26)

☐ Special condition 26 applies only if the box is checked.

PEST REPORT (special condition 27)

☐ Special condition 27 applies only if the box is checked.

SPECIAL CONDITIONS

This contract does not include special conditions unless the words '**special conditions**' appear in this box.	SPECIAL CONDITIONS

Note: It is recommended that when adding special conditions:

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

If the contract is subject to '**special conditions**' then particulars of the Special Conditions are:

See attached.

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Price: $ ....

Deposit: $ .... by............/.............../.................. of which $...has been paid

Balance: $ ....

GST (general condition 13)

The price includes GST (if any) unless the words '**plus GST'** appear in this box

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If this is a sale of a 'farming business' is carried on which the parties consider meets requirements of section 38-400 of the GST Act or of a "going concern" then add the words '**farming business**' or '**going concern**' in this box.

-

If the margin scheme will be used to calculate GST then add the words '**margin scheme**' in this box

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-

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See attached.

GENERAL CONDITIONS

Part 2 being Form 2 prescribed by the former Estate Agents (Contracts) Regulations 2008

TITLE

1. Encumbrances

1.1 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 in the crown grant; and

(c) any lease referred to in the particulars of sale.

1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.

1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. Vendor warranties

2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate formerly prescribed by the *Estate Agents (Contracts) Regulations 2008* for the purposes of section 53A of the *Estate Agents Act 1980***.**

2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.

2.3 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 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.

2.4 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 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.

2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:

(a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and

(b) all materials used in domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and

(c) domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, the *Building Act 1993* and regulations made under the *Building Act 1993.*

2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. Identity of the land

3.1 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.

3.2 The purchaser may not:

(a) make any objection or claim any 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.

4. Services

4.1 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.

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

5. Consents

The vendor must obtain any necessary consent or licence required for the sale. 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.

6. Transfer

The transfer of land document must be prepared by the purchaser and delivered to the vendor at least 10 days before settlement. The delivery of the transfer of land document is not acceptance of title. The vendor must prepare any document required for assessment of duty on this transaction relating to matters that are or should be within the knowledge of the vendor and, if requested by the purchaser, must provide a copy of that document at least 3 days before settlement.

7. Release of security interest

7.1 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.

7.2 For the purposes of enabling the purchaser to search the 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 7.4, 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.

7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must

(a) only use the vendor's date of birth for the purpose specified in condition 7.2; and

(b) keep the date of birth of the vendor secure and confidential.

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

(a) a release from the secured party releasing the security interest in respect of the property; 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.

7.5 Subject to general condition 7.6, 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 predominately 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 purpose of section 47(1) of the *Personal Property Securities Act* (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.

7.6 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 7.5 if –

(a) the personal property is of a kind that may be described by a 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.

7.7 A release for the purposes of general condition 7.4(a) must be in writing.

7.8 A release for the purposes of general condition 7.4(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.

7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

7.10 In addition to ensuring a release is received under general condition 7.4(a), the vendor must ensure that at or before settlement the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.

7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.

7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.

7.13 If settlement is delayed under general condition 7.12, 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.

7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.

7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8 Builder warranty insurance

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

9. General law land

9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958.*

9.2 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.

9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.

9.4 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.

9.5 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.

9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

MONEY

10. Settlement

10.1 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.

10.2 The vendor's obligations under this general condition continue after settlement.

10.3 Settlement must be conducted between the hours of 10.00 a.m. and 4.00 p.m. unless the parties agree otherwise.

11. Payment

11.1 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 conveyance; 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.

11.2 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.

11.3 The purchaser must pay all money other than the deposit:

(a) to the vendor, the vendor's legal practitioner or conveyancer; or

(b) in accordance with the written direction of the vendor or the vendor's legal practitioner or conveyancer.

11.4 At settlement, payments may be made or tendered:

(a) in cash; or

(b) by cheque drawn on an authorised deposit-taking institution; or

(c) if the parties agree, by electronically transferring the payment in the form of cleared funds.

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

11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit- taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. Stakeholding

12.1 The deposit must be released to the vendor if:

(a) the vendor provides particulars, to the satisfaction of the purchaser, that either –

(i) there are no debts secured against the property; or

(ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and

(b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and

(c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.

12.2 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.

12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:

(a) 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

(b) if 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 a part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

(c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or part of it) does not satisfy the requirements of section 38-325 of the GST Act.

13.2 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 the particulars of sale specify that that the price is 'plus GST'.

13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.

13.4 If the particulars of sale specify that the supply made under this contract is of land 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.

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

(a) the parties agree that this contract is for the supply of a 'going concern'; and

(b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and

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

13.6 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.

13.7 This general condition will not merge on either settlement or registration.

13.8 In this general condition:

(a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and

(b) 'GST' includes penalties and interest.

14. Loan

14.1 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.

14.2 The purchaser may end this 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 the loan; and

(c) serves written notice ending the contract on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor;

(d) is not in default under any other condition of this contract when the notice is given.

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

15. Adjustments

15.1 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.

15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:

(a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement;

(b) the land is treated as the only land of which the vendor is owner (as defined in the *Land Tax Act 2005*); and

(c) the vendor is taken to own the land as a resident Australian beneficial owner; and

(d) any personal statutory benefit available to each party is disregarded in calculating apportionment.

TRANSACTIONAL

16. Time

16.1 Time is of the essence of this contract.

16.2 Time is extended until the next business day if the time for performing an action falls on a Saturday, Sunday or bank holiday.

17. Service

17.1 Any document sent by –

(a) post is taken to have been served on the next business day after posting, unless proved otherwise;

(b) 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*.

17.2 Any demand, notice or document required to be served by or on any party may be served by or on the legal practitioner or conveyance for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyance:

(a) personally; or

(b) by pre-paid post; or

(c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or

(d) by email.

17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. Nominee

The purchaser may nominate a substitute or additional transferee, but the named purchaser remains personally liable for the due performance of all the purchaser's obligations under this contract.

19. 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 default by a proprietary limited company purchaser.

20. Guarantee

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

21. Notices

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 that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. 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.

23. Terms contract

23.1 If this is a 'terms contract' as defined in the *Sale of Land Act 1962*:

(a) any mortgage affecting the land sold must be discharged as to that land before the purchaser becomes entitled to possession or to the receipt of rents and profits unless the vendor satisfies section 29M of the *Sale of Land Act 1962*; and

(b) The deposit and all other money payable under the contract (other than any money payable in excess of the amount required to so discharge the mortgage) must be paid to a legal practitioner or conveyancer or a licensed estate agent to be applied in or towards discharging the mortgage.

23.2 While any money remains owing each of the following applies:

(a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;

(b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of 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 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.

24. Loss or damage before settlement

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

24.2 The vendor must deliver the property to the purchaser at settlement in the same condition it was in on the day of sale, except fair wear and tear.

24.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 24.2, but may claim compensation from the vendor after settlement.

24.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 24.2 at settlement.

24.5 The nominated amount may be deducted from the amount due to the vendor at settlement and paid to the stakeholder, but only if the purchaser also pays an amount equal to the nominated amount to the stakeholder.

24.6 The stakeholder must pay the amounts referred to in general condition 24.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

25. 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

26. Interest

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

27. Default Notice

27.1 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.

27.2 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.

28. Default not remedied

28.1 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.

28.2 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.

28.3 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.

28.4 If the contract ends by a default notice given by the vendor:

(a) the deposit up to 10% of the price is forfeited to the vendor as the vendor's absolute property, whether the deposit has been paid or not; and

(b) the vendor is entitled to possession of the property; and

(c) in addition to any other remedy, the vendor may within one year of the contract ending either:

(i) retain the property and sue for damages for breach of contract; or

(ii) resell the property in any manner and recover any deficiency in the price on the resale and any resulting expenses by way of liquidated damages; and

(d) the vendor may retain any part of the price paid until the vendor's damages have been determined and may apply that money towards those damages; and

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

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

SPECIAL CONDITIONS

1. Interpretation and Definitions

1.1 General Conditions

(a) The special conditions will take priority over any General Conditions of this Contract of Sale to the extent of any inconsistency.

(b) General Condition 12.4 is added:

"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."

(c) General Condition 2.1 is amended by adding the phrase "prior to the revocation of the *Estate Agents (Contracts) Regulations 2008 (Vic)* on 11 August 2018" at the end of the general condition; and

(d) General Conditions 18, 24.4 – 24.6 are deleted from this contract.

1.2 Definitions

In this Contract of Sale except where inconsistent with the context or subject matter:

Authority means an authority having jurisdiction over the Property (including its occupation, use and development) including any government, statutory body or corporation or service provider.

Bank means a financial lending institution that the Purchaser is obtaining finance from for the purpose of completing this Contract of Sale.

Bank Guarantee means a bank guarantee from a Bank which is irrevocable and unconditional, has no expiry date, is drawn in favour of the Vendor's solicitor office, secures the Deposit, entitles the Vendor's solicitor to call on the guarantee in accordance with the Contract and contains terms that are satisfactory to the Vendor acting reasonably.

Business Day means any day which is not a Saturday, Sunday or a public holiday in the State of Victoria.

Claim means any claim, notice, demand, action, proceeding, litigation, investigation or judgement, however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Cost means any cost, charge, expense, outgoing, payment, fee, liability or penalty of any kind, including legal and professional fees.

Deposit Bond means an irrevocable undertaking to pay on demand an amount equal to the deposit or any unpaid part of the deposit, issued by an issuer and in a form that is satisfactory to the Vendor acting reasonably, and with an expiry date that is no less than 45 days after the Settlement Date.

FIRB Approval means the approval of the Treasurer pursuant to the *Foreign Acquisitions and Takeovers Act 1975 (Cth)*.

General Conditions means the condition set out in Form 2 in the Schedule to the former *Estate Agents (Contracts) Regulations 2008 (Vic)* as amended in this Contract of Sale.

Law means any law whether that law arises under statute or common law or pursuant to any act, statutory instrument, regulation, order, ordinance, rule, by-law, proclamation, control, permit, approval, licence, notice or directive of any Authority or otherwise, and includes any law relating to or affecting the Property or its occupation, use or development.

Loss means any loss, damage (including death or injury) or Cost of any kind.

Outgoings means all outgoings relating to the Property including rates, taxes, assessments, owners corporation levies and land tax. Land tax will cease to be an adjustable Outgoings for all Contracts entered into from and on 1 January 2024.

OC Act means the *Owners Corporation Act 2006 (Vic)*.

Owners Corporation means an owners corporation established under the OC Act.

Particulars of Sale means the Particulars of Sale to which these Special Conditions are attached.

Property means the Land that is sold under this Contract of Sale.

Settlement means the date upon which title is accepted and the Price is paid.

Transfer means a registrable instrument or instruments of transfer of the Land as will enable the Purchaser to become registered as proprietor of the Land.

Transferee means the Purchaser named under the Contract only.

Vendor's Statement means a statement in accordance with section 32 of the *Sale of Land Act 1962 (Vic)* which is attached to and forms a part of this Contract of Sale, otherwise referred to as a Section 32.

1.3 INTERPRETATION

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

(a) the singular includes the plural and vice versa;
(b) words denoting any gender include all genders;
(c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
(d) a reference to a party, clause, paragraph, schedule or attachment is a reference to the same in this Contract of Sale;
(e) a reference to this Contract of Sale includes the General Conditions, Special Conditions, Schedules or Attachments;
(f) heading are for convenience and do not affect interpretation;
(g) a reference to "$" or "dollar" is a reference to the Australian currency;
(h) a reference to a time is a reference to the Australian Eastern Standard Time or Australian Eastern Daylight Savings Time, whichever is appropriate;

(i) a reference to a party includes its executors, administrators, successors, substitutes (including persons taking action by novation) and permitted assigns;

(j) words and expressions denoting natural persons include body corporate, partnerships, associations, firms, governments and governmental authorities and agencies and vice versa;

(k) a reference to any legislation or to any provision of any legislation includes:

   (i) any modification, re-enactment or replacement of the legislation; and

   (ii) all legislation, statutory instruments and regulations issued under the legislation or provision;

(l) no rule of construction applies to the disadvantage of a party because that party was responsible for preparation of the Contract of Sale or any part of it; and

(m) terms described in the Particulars of Sale have the same meaning when used in this Contract.

2. Guarantee and Indemnity

2.1 Corporate Purchaser to provide Guarantee

(a) Where the Purchaser is a corporation, the Purchaser must deliver to the Vendor on the Day of Sale a Guarantee in the form of the Schedule 1 annexed to this Contract of Sale executed by its sole director if it is a sole director corporation or two directors if it is a multi-director corporation.

(b) Special Condition 2.1(a) does not apply to a corporation that is officially listed in the Australian Stock Exchange.

(c) Failure by the Purchaser to provide a Guarantee in accordance with Special Condition 2.1(a) will give the Vendor the right to end this Contract immediately by written notice at any time before the Guarantee is provided. General Condition 27.1 (Default notice) and General Condition 28 (Default not remedied) do not apply to the Vendor's right to end this Contract of Sale under this special condition.

2.2 Foreign Investment Review Board (FIRB)

(a) The Purchaser warrants that FIRB Approval is not required by the Purchaser for the purchase of the Property, or that if it is required, the Purchaser has obtained that approval or will obtain that approval prior to Settlement.

(b) The Purchaser indemnifies the Vendor from and against all Claims and Loss (including any consequential loss) which the Vendor may incur or become liable for as a consequence of the Purchaser breaching its warranty in Special Condition 2.2(a).

(c) The Vendor may elect to serve notice on the Purchaser to end this Contract prior to Settlement if the Purchaser breached its warranty in Special Condition 2.2(a).

(d) If this Contract is terminated under Special Condition 2.2(c), the Deposit paid by the Purchaser will be forfeited to the Vendor as its absolute property.

2.3 Scope of Indemnities

(a) Each indemnity contained in this Contract of Sale is separate and independent from the Purchaser's other obligations in this Contract of Sale and continues after the completion or termination of this Contract of Sale.

(b) The Vendor is entitled to recover under an indemnity before incurring expenses.

3. Identity of the Property

3.1 Purchaser's Acknowledgements:

The Purchaser acknowledges that:

(a) the Property as inspected by the Purchaser is identical with that described in the title particulars set out in the Particulars of Sale;

(b) any structure, fence, wall or improvement is located on or inside the title boundary to the Land;

(c) improvements located on adjoining properties do not encroach on the Land; and

(d) any improvements on the Land comply with all Laws.

3.2 Purchaser's rights

The Purchaser must not:

(a) make any requisition, objection or Claim;

(b) ask the Vendor to amend title, take any action or incur any Cost; or

(c) delay Settlement, rescind or terminate this Contract of Sale

because of any matter or any failure of the Property to comply with any matter referred to in this Special Condition 3.

4. Restrictions

4.1 Laws affecting the Property and its use

(a) The Property is sold subject to all Laws affecting the Property, its use and development, including any planning permits and legislation, building legislation and regulations and owners corporation rules.

(b) No Law or the failure of compliance with it constitutes a defect in the Vendor's title or affects the validity of this Contract.

4.2 Encumbrances

The Property is subject to the encumbrances detailed in or annexed to the Contract and Section 32.

4.3 Purchaser's risk

The Purchaser is:

(a) is responsible for remedying, at its own Cost, any failure of the Property to comply with any Laws or encumbrances disclosed in the Contract and Section 32 affecting the Property; and

(b) indemnifies the Vendor for all Claims and Loss which the Vendor may incur or become liable for as a result of the Purchaser's failure to remedy any such failure.

4.4 No requisitions

The Purchaser must not:

(a) make any requisition, objection or Claim;

(b) ask the Vendor to take any action or incur any Cost; or

(c) delay Settlement, or rescind or terminate this Contract of Sale,

because of any matter or any failure of the Property to comply with any matter referred to in this Special Condition 4.

5. Condition of the Property

(a) The Property and any chattels including any improvements to it are sold in their present condition and subject to any defects and fair wear and tear.

(b) The Purchaser agrees that unless otherwise stated in this Contract, the Vendor may not be required to make any improvements to the Property prior to Settlement, including if the Goods become defective after the Day of Sale due to fair wear and tear.

(c) The Purchaser acknowledges that the Vendor is not required to make good and repair any damage that might be caused to the property due to the removal of Goods prior to Settlement. For the avoidance of doubt, any damage including cracks, holes, scratches, dents, scrapes and like surface damage are considered fair wear and tear pursuant to General Condition 24.2.

(d) The Purchaser acknowledges that the Vendor is only required to provide the Property to the Purchaser in a reasonably clean state on Settlement, free from all debris and Goods that are not included in the sale. Unless otherwise specified, the Purchaser will not require the Vendor to undertake or incur any costs in organising for any form of professional cleaning, carpet cleaning, lawn mowing, plant trimming or similar maintenance activities prior to Settlement.

6. Rights of Entry

(a) The Purchaser's rights of entry under General Condition 21 (Notices) and General Condition 22 (Inspections) must be exercised at reasonable times and with prior approval of the Vendor.

(b) Unless otherwise stated in this Contract, the Purchaser's rights of entry for inspection under General Condition 22 may only be exercised once prior to Settlement.

7. Nomination

(a) The Purchaser agrees that it is entering into this Contract with the intention to take title on settlement as a Transferee under the Transfer and that it will not nominate the right to take title to another person and/or legal entity.

(b) Any common law right that the Purchaser may have to nominate the right to take title is expressly excluded.

(c) Where the Purchaser requests to nominate their right to take title to another person and/or legal entity despite Special Condition 7(a), the Purchaser agrees that it will be in default of this Contract of Sale, and the nomination can only occur with the Vendor's prior written consent to waive the restriction under this special condition, which may be exercised in its absolute discretion, subject to the Purchaser:

   (i) not already in default of any other provisions under this Contract of Sale when the nomination is requested;

   (ii) make its nomination request in writing to the Vendor no less than 14 days before the Settlement Date;

   (iii) deliver to the Vendor with the request of nomination, a Guarantee in accordance with Special Condition 2.1 if the nominee is a corporation as if the nominee was included as a Purchaser in the Contract of Sale;

   (iv) pay the Vendor's legal costs of responding to the nomination agreed to be $330 (excl GST) payable at Settlement by way of adjustments.

8. Paper Settlement

8.1 This Special Condition 8 only applies to the Contract of Sale if the transaction must be completed on a paper-based Transfer (**Paper Transfer**), due to the Purchaser's inability to settle the Transfer as an electronic transaction, which for the avoidance of doubt, is deemed a default of contract entitling the Vendor only to claim reasonable costs to cover the Vendor's expenses of undertaking a Paper Transfer.

8.2 PAPER TRANSFER

(a) The Purchaser's legal practitioner or conveyancer must deliver the duly prepared and signed Paper Transfer to the Vendor's legal practitioner or conveyancer no later than 10 Business Days before the Settlement Date.

(b) The delivery of the Paper Transfer is not acceptance of title.

(c) If the Purchaser or its legal practitioner or conveyancer does not comply with Special Condition 8.2, the Vendor may:

   (i) settle this Contract of Sale at any time on or between the Settlement Date and 10 Business Days after the date on which it receives the Paper Transfer; and

   (ii) claim interests and Costs from the Settlement Date until the actual date of Settlement from the Purchaser as if the Purchaser is in default after the Settlement Date.

(d) The Purchaser acknowledges that processing of the Paper Transfer by the Vendor's legal practitioner or conveyancer is more cumbersome. Where the Paper Transfer is required due to the Purchaser's personal circumstances not to the fault of the Vendor, that the Purchaser will pay the Vendor's additional costs of $249 (excl GST) at Settlement.

8.3 PAPER SETTLEMENT

(a) Settlement for a Paper Transfer will occur at a physical venue and at a time in accordance with this Special Condition (**Paper Settlement**).

(b) (**Time for Settlement**)

(i) Settlement must take place between the hours of 10 am and 3 pm unless the parties agree otherwise.

(ii) Settlement after 3 pm on any day is deemed to take place on the next Business Day.

(iii) Subject to Special Condition 8.3(b)(i), the parties must use all reasonable endeavours to agree to a mutually acceptable time for Settlement to take place. If an agreement cannot be reached, the Vendor may nominate a time for Settlement by written notice to the Purchaser.

(c) (**Place for Settlement**) Settlement will take place at any place as directed by the Vendor in their absolute discretion.

(d) (**Documents for Settlement**) The Vendor must deliver to the Purchaser at Settlement all documents that is required to affect a transfer of title from the Vendor to the Purchaser upon payment of the Price including:

(i) the Paper Transfer;

(ii) the certificate of title for the Land;

(iii) the discharge of mortgage, withdrawal of caveat and any registry instruments required to remove an encumbrance on the Land that would otherwise prevent the registration of a transfer of title.

(e) For the avoidance of doubt, nothing in Special Condition 8.3(d) requires the Vendor to provide additional documents after Settlement is completed.

9. Electronic Settlement

9.1 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 special condition has priority over any other provision of this Contract to the extent of any inconsistency.

9.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgement can no longer be conducted electronically. Special Condition 9 ceases to apply from when such a notice is given.

9.3 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.*

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

9.5 This Special Condition 9.5 applies if there is more than one electronic lodgement network operator in respect of this transaction. In this Special Condition 9.5 “the transaction” means this sale and purchase and any associated transaction involving any of the same subscribers.

To the extent of 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 the 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 the Purchaser's incoming mortgagee having the highest priority but if there is no mortgagee of the Purchaser, the Vendor must make the selection.

9.6 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.

9.7 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 Special Condition 9.6 has not occurred by 4 pm, or 6 pm if the nominated time for Settlement is after 4 pm.

9.8 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.

9.9 The Vendor must before Settlement:

(a) deliver any keys, security devices and codes (**Keys**) to the estate agent named in the Contract;

(b) direct the estate agent to give the keys to the Purchaser or the Purchaser's nominee on notification of Settlement by the Vendor, the Vendor's subscriber or the electronic lodgement network operator;

(c) deliver all other physical documents and items (other than the goods sold by the Contract) to which the Purchaser is entitled at Settlement, and any Keys if not delivered to the estate agent, to the Vendor's subscriber or, if there is no Vendor's subscriber, confirm in writing to the Purchaser that the Vendor holds those documents, items and keys at the Vendor's address set out in the Contract; and

give, or direct its subscriber to give, all those documents and items and any such Keys to the Purchaser or the Purchaser's nominee on notification by the electronic lodgement network operator of Settlement.

10. Statement of Adjustments

10.1 Delivery of the Statement of Adjustment

(a) The Purchaser's legal practitioner or conveyancer must deliver a statement of adjustments together with copies of any supporting certificates or statements in preparation of the statement of adjustments to the Vendor's legal practitioner or conveyancer no later than 10 Business Days before the Settlement Date.

(b) If the Purchaser or its legal practitioner or conveyancer does not comply with Special Condition 10.1(a), the Vendor may:

(i) settle this Contract of Sale at any time on or between the Settlement Date and 10 Business Days after the date on which it receives the statement of adjustments; and

(ii) claim interests and Costs from the Settlement Date until the actual date of Settlement from the Purchaser as if the Purchaser is in default after the Settlement Date.

10.2 Liability for Outgoings

The Vendor must pay all Outgoings required to be paid by the Vendor for the Property up to and including the Settlement Date. The Purchaser must pay all Outgoings required to be paid after the Settlement Date.

10.3 Apportionment of Outgoings

(a) (**Billing cycle**) An apportionment of Outgoings must be made in respect of the period to which it relates.

(b) (**Paid basis**) An Outgoing must be apportioned between the Vendor and Purchaser on Settlement on the basis that the relevant Outgoing has been paid by the Vendor for the whole of the current period for which the assessment relates irrespective of whether it has actually been paid. All Outgoings incurred by the Vendor prior to Settlement, subject to the adjustments agreed to between the parties, must be paid in full by the Settlement Date.

(c) (**Disregard personal statutory benefit**) Any personal statutory benefit available to any party must be disregarded when calculating an apportionment.

10.4 Outgoings which have not been assessed

If at Settlement, the amount of any Outgoings that has not been assessed or separately assessed by the relevant Authority:

(a) The Vendor may require the Purchaser to adjust at Settlement an amount which the Vendor acting reasonably, considers to be an appropriate estimate of the unassessed Outgoing for the relevant period.

(b) The adjustments of the unassessed Outgoings will be made in accordance with Special Condition 10.3. As soon as possible after the assessment of the Outgoings are made, the parties must make any necessary re-adjustment between themselves.

(c) The Purchaser is not entitled to deduct from or delay the payment of any part of the Price on the basis that an Outgoing has not been assessed at Settlement.

11. Owners Corporation

11.1 This special condition will only apply if there is an Owners Corporation registered on the title of the Property, which includes any body corporate which is deemed to be an Owners Corporation pursuant to clause 3 of Schedule 2 of the *Owners Corporation Act 2006 (Vic)* (**OC Act**).

11.2 Fees set by the Owners Corporation pursuant to section 23 of the OC Act for the recovery of general administration, maintenance, insurance, rates and taxes and other recurrent obligations of the Owners Corporation will be adjusted between the Vendor and Purchaser in accordance with Special Condition 10.3.

11.3 Fees set by the Owners Corporation pursuant to section 24 of the OC Act for any special levies and charges that:

(a) were levied and disclosed to the Purchaser before the Day of Sale but remains unpaid; or

(b) are levied after the Day of Sale

must be borne by the Purchaser in full and will not be adjusted in accordance with Special Condition 10.3.

11.4 For the avoidance of doubt, Special Condition 11.3 applies even if the Vendor has elected to pay for the special levies prior to Settlement Date.

12. Foreign Resident Capital Gains Withholding (FRCGW)

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

12.2 Every Vendor under this contract is a foreign resident for the purposes of this special condition unless the Vendor gives the Purchaser a clearance certificate issued by the Commissioner under section 14-220(1) of Schedule 1 to the *Taxation Administration Act 1953 (Cth).* The specified period in the clearance certificate must include the actual date of settlement.

12.3 The remaining provisions of this Special Condition 12 only apply if the Purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) **(the amount**) because one or more of the Vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth).

12.4 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.

12.5 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 special condition; and

(b) ensure that the representative does so.

12.6 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 special 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 special 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.

12.7 The representative is taken to have complied with the requirements of Special Condition 12.6 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.

12.8 Any clearance certificate or document evidencing variation of the amount in accordance with section 14-235(2) of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* must be given to the Purchaser at least 5 business days before the due date for Settlement.

12.9 The Vendor must provide the Purchaser with such information as the Purchaser requires to comply with the Purchaser's obligation to pay the amount in accordance with section 14-200 of Schedule 1 to the Taxation Administration Act 1953 (Cth). The information must be provided within 5 business days of request by the Purchaser. The Vendor warrants that the information the Vendor provides is true and correct.

12.10 The Purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

13. GST Withholding

13.1 Words and expressions defined or used in Subdivision 14-E of Schedule 1 to the *Taxation Administration Act 1953* (Cth) or in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this special condition unless the context requires otherwise. Words and expressions shown in italics and marked with an asterisk are defined or described in at least one of those Acts.

13.2 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 of the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the Purchaser named in the Contract.

13.3 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 18 and Special Condition 7 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation*

Administration Act 1953 (Cth), and must provide all information required by the Purchaser or any person so nominated to confirm the accuracy of the notice.

13.4 This special condition applies if the Purchaser is or may be required to pay the Commissioner an **amount* in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) because the property is **new residential premises* or **potential residential land* in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this special condition is to be taken as relieving the Vendor from compliance with section 14-255.

13.5 The amount is to be deducted from the Vendor's entitlement to the Contract **consideration* and is then taken to be paid to the Vendor, whether or not the Vendor provides the Purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953* (Cth). The Vendor must pay to the Purchaser at Settlement such part of the amount as is represented by non-monetary consideration.

13.6 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 special condition; and

(b) ensure that the representative does so.

13.7 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 special 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 special 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.

13.8 The representative is taken to have complied with the requirements of Special Condition 13.7 if:

(a) settlement is conducted through the electronic lodgement network; and

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

13.9 The Purchaser may at settlement give the Vendor a bank cheque for the amount in accordance with section 16-30 (3) of Schedule 1 to the *Taxation Administration Act 1953* (Cth), but only if:

(a) so agreed by the Vendor in writing; and

(b) the settlement is not conducted through an electronic lodgement network.

However, if the Purchaser gives the bank cheque in accordance with this Special Condition 13.9, 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 include particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

13.10 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 of the *Taxation Administration Act 1953* (Cth). The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

13.11 The Vendor warrants that:

(a) at settlement, the property is not new residential premises or potential residential land in either case falling within the parameters of section 14-250 of Schedule 1 to the *Taxation Administration Act 1953* (Cth) if the vendor gives the Purchaser a written notice under section 14-255 to the effect that the Purchaser will not be required to make a payment under section 14-250 in respect of the supply, or fails to give a written notice as required by and within the time specified in section 14-255; and

(b) the amount described in a written notice given by the Vendor to the Purchaser under section 14-255 of Schedule 1 to the *Taxation Administration act 1953* (Cth) is the correct amount required to be paid under section 14-250 of the legislation.

13.12 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 Special Condition 13.11; or

(b) the Purchaser has a reasonable belief that the property is neither new residential premises nor potential residential land requiring the Purchaser to pay an amount to the Commissioner in accordance with section 14-250 (1) of Schedule 1 to the *Taxation Administration Act 1953* (Cth)

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

14. Notice

14.1 Method of Service

Any demand or notice given by any party under, or in connection with, this Contract of Sale must be given or received by the legal practitioner or conveyancer for that party and must be:

(a) in writing; and

(b) hand delivered, sent by prepared post or transmitted by email to the recipient's address as detailed in the Particulars of Sale (or as varied by notice).

14.2 Receipt

A notice given in accordance with this special condition is taken to have been validly served:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post:

  (i) within Australia, on the date that is two (2) Business Days after the date of posting; or

  (ii) to or from a place outside of Australia, on the date that is seven (7) Business Days after the date of posting.

(c) if transmitted by email, on transmission;

but if the delivery or transmission is not on a Business Day or is after 5 pm on a Business Day, the notice is taken to be received no earlier than 9 am on the next Business Day.

15. Whole Contract

15.1 Entire agreement

This Contract of Sale forms the entire agreement between the parties in relation to the Property and its purchase.

15.2 Conditions not in the Contract of Sale

Any promise, condition, representation, information or warranty relating to or leading up to the Day of Sale provide or made by, or on behalf of the Vendor which is not expressly set out in this Contract of Sale is expressly negatived and withdrawn.

16. Waiver

16.1 Failure to exercise power or right

(a) The failure, delay or omission by the Vendor to exercise any power or right under this Contract of Sale does not operate as a waiver of that power or right.

(b) The single or partial exercise by the Vendor of any power or right under this Contract does not preclude any other or future exercise of that, or any other power or right, under this Contract of Sale.

16.2 No waiver of the Purchaser's obligations

The Purchaser's obligations under this Contract of Sale are not waived, diminished, varied, prejudiced or otherwise affected by any time or indulgence allowed or granted by the Vendor to the Purchaser, or by any acceptance by the Vendor or payments tendered by the Purchaser otherwise than in accordance with this Contract of Sale.

16.3 Waiver to be in writing

Waiver of any power or right under this Contract of Sale:

(a) must be in writing by the party or their legal practitioner or conveyancer entitled to the benefit of that power or right; and

(b) is effective only to the extent set out in that written waiver.

17. Default and Rescission

17.1 Default interest

(a) If the Purchaser fails to pay an amount payable under this Contract of Sale on the due date for payment, the Purchaser must pay on demand interest on the amount unpaid at the rate that is 8% higher than the rate from time to time fixed under section 2 of the *Penalty Interest Rates Act 1983 (Vic)*.

(b) Interest payable under Special Condition 17.1(a):

  (i) accrues on a daily basis and includes the due date for payment up to and including the actual date of payment; and

  (ii) exclusive of any Costs that may be claimed by the Vendor under Special Condition 17.2.

17.2 Default costs

If the Purchaser breaches this Contract of Sale, the Purchaser must in addition to any of the Purchaser's other liabilities under this Contract, and without the right to claim any offset, pay or reimburse the Vendor on demand all Costs which the Vendor may incur or may become liable for as a result of the breach including but not limited to:

(a) interest, penalties, fees, charges and discount fees payable by the Vendor to a mortgagee or chargee of the Property;

(b) penalties and other expenses payable by the Vendor through any delay in completion of the Vendor's purchase of another property including the Cost of any bridging finance, interest, penalties, fees, charges and other expenses;

(c) the Vendor's proper legal costs of $440 (excl GST) and disbursements for each and every default;

(d) the Vendor's proper legal costs of preparation and service of each and every notice of default under General Condition 27 in the sum of $550 (excl GST);

(e) any Costs associated with rescheduling Settlement in the sum of $199 (excl GST);

(f) the Vendor's Costs of accommodation and removalist including storage of goods.

17.3 Notification of Stakeholder

The party ending this Contract of Sale must notify the stakeholder holding the Deposit and instruct the stakeholder to pay the Deposit to the party entitled to the Deposit in accordance with the terms of this Contract of Sale. The Vendor and the Purchaser appoint each other as their lawful attorney for this purpose and absolve the stakeholder from any liability when complying with such notice.

18. General

18.1 Severability

Any provisions of this Contract that is illegal or unenforceable must be read down so as to give it as much effect as possible. If it is not possible to give the provision any effect at all, then it must be severed from the rest of the Contract of Sale.

18.2 Non-Merger

The conditions of this Contract of Sale that can take effect after the Settlement Date will continue to be in force as long as necessary to give effect to it.

18.3 Act in good faith

Each party must do or cause to be done all things necessary or reasonably desirable to give full effect to the terms of this Contract of Sale in good faith, including but not limited to the execution of documents and taking any actions reasonably required to comply with the terms of this Contract of Sale in a timely manner.

19. Deposit

19.1 Cash deposit

Payment of the Deposit must be made by want of a cheque drawn on an authorised deposit-taking institution or by electronic funds transfer to the stakeholder under the Contract. Unless otherwise agreed by the parties, the Deposit may not be paid in the form of cash.

19.2 Non-Cash deposit

(a) The Deposit under the Contract of Sale may be paid wholly or partly by way of Deposit Bond or Bank Guarantee (**Bond**) but only with the Vendor's prior written approval.

(b) The Bond must be in a form that is satisfactory to the Vendor and must have an expiry date of at least 45 days after the Settlement Date.

(c) The Bond must be delivered to the Vendor's estate agent, legal practitioner or conveyancer in its original form within seven (7) days after the Day of Sale.

(d) Where Settlement is extended, resulting in the Bond expiring on a date that is within 45 days after the original Settlement Date, the Purchaser must at its own cost and prior to the expiry of the Bond deliver a replacement on the same terms and conditions to the Vendor or make payment of the Deposit in the form of cash by way of cheque or electronic funds transfer in accordance with Special Condition 19.1.

(e) Where a Bond is used as Deposit, the Purchaser must pay the full amount secured by the Bond to the Vendor as the Vendor's legal practitioner or conveyancer may direct on Settlement.

(f) Where the full amount secured by the Bond is paid by the Purchaser in the form of cash pursuant to Special Condition 19.2(d) or (e), the Vendor must return the Bond in its original form to the Purchaser within a reasonable time thereafter.

(g) The Vendor may claim on the Bond without prior notice if the Purchaser defaults under this Contract or repudiates this Contract or if this Contract comes to an end for any reason.

(h) This special condition is subject to General Condition 11.2.

19.2 Payment of deposit on time

(a) The Purchaser acknowledges and agree that payment of the Deposit in full and on time by 5 pm on the due date is an essential term of the Contract of Sale.

(b) Failure to comply with this special condition is a breach of Contract under General Condition 25 and entitles the Vendor to serve written notice on the Purchaser to terminate the Contract at any time after the due date but before full payment is made by the Purchaser in accordance with Special Condition 19.1.

(c) The 14 days' notice timeframe referred to in General Condition 27.2 does not apply to any default and termination notice served due to the Purchaser's failure to comply with this special condition.

20. Christmas and New Year

20.1 Notwithstanding any other provisions of this Contract of Sale, if Settlement has not taken place on or before 20 December in any calendar year that Settlement is set then both parties agree that settlement of this Contract of Sale will be set on 15 January of the following calendar year.

20.2 Neither party may issue a Default Notice on the other party between 20 December and 15 January of the following calendar year arising from or in connection with the failure to complete this Contract of Sale between the dates set out in Special Condition 20.1.

20.3 The notice period for any Default Notice served prior to 20 December in any calendar year will not include the dates between 20 December to 15 January of the following year inclusive. Time will resume from 16 January onwards.

20.4 Neither party may make any objection, requisition or Claim for any compensation in respect of any matter referred to in this Special Condition 20.

21. Subject to finance

21.1 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.

21.2 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 on 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.

21.3 For the purpose of this special condition, "written evidence of rejection or non-approval of the loan" means a letter on a Bank's letterhead referencing the Purchaser's full name confirming that a loan application was submitted but was denied. Any letter in support by a mortgage broker will not be sufficient.

21.4 All money must be immediately refunded to the purchaser if the contract is ended under this special condition.

22. Contract variations

22.1 The Purchaser acknowledges and agrees that once the contract has been fully signed by the parties, all key dates of the contract constitute essential terms and no variations can be made unless it is made in writing by exchange of letters between the parties' legal representatives.

22.2 If the Purchaser requests for any variations to the contract after signing, the Purchaser agrees to pay the Vendor's legal representative on settlement by way of adjustment a cost of $149 (excl GST) for each and every variation, including for any extensions of key dates and rescheduling of settlement, with or without defaulting under the contract.

23. Digital duties forms

23.1 Definitions and interpretation

In this Special Condition 23:

DDF means the online form called "Digital Duties Form" generated from the SRO website related to the settlement of this contract;

Due Date means the date settlement is due in the Particulars of Sale or such other date agreed by the parties in writing;

Settlement means the date the Purchaser accepts title to the Property and pays the Price in full;

SRO means the State Revenue of Victoria; and

SRO Settlement Statement means the statement called "Settlement Statement" generated from the SRO website after completion of a DDF.

23.2 The Vendor's legal practitioner must initial a DDF and send the invitation to the Purchaser's legal practitioner to complete those parts of the DDF which are to be completed by the Purchaser prior to settlement.

23.3 The Purchaser's legal practitioner must use all reasonable efforts to ensure that the DDF is completed and made ready for signing no later than three (3) business days prior to settlement so that the Vendor's legal practitioner will have sufficient time to obtain the Vendor's signature on the DDF for the purpose of settlement.

23.4 If the Purchaser's legal practitioner fails to comply with Special Condition 23.3, the Vendor or Vendor's legal practitioner will have the right to delay settlement for up to three (3) business days to provide enough time to the Vendor to review and sign the DDF, during which time the Purchaser will be considered to be in default under the contract and the Vendor may recover penalty and costs in accordance with the terms of this contract.

24. Subject to lease

24.1 This special condition applies only if the contract is made subject to lease and a copy of the lease agreement is included in the section 32 statement (**Lease**).

24.2 Until full payment of the Purchase Price is received, the Vendor may in the ordinary course of business, take proceedings in respect of the Lease to secure payment of any outstanding monies and do all things which may be necessary or ancillary to the proper management of the land.

24.3 The Purchaser acknowledges and agrees that it will perform all the obligations of the Landlord under the Lease after the Settlement Date, and will indemnify the Vendor from all damages, costs, expenses, and liabilities resulting from any breach of terms in the Lease agreement.

24.4 If the Lease agreement provides that rates, taxes and outgoings (**Outgoings**) are payable by the tenant, either to the Vendor or to any assessing authority, the Vendor shall not be called upon to pay any such Outgoings on settlement unless the Vendor has received the necessary payments from the tenant.

24.5 Notwithstanding section 141(1) of the *Property Law Act 1958* (Vic), the Vendor retains all rights to recover rent and Outgoings which relate to any period prior to the settlement date and to the extent such retention is ineffective, the Purchaser must at the request and expense of the Vendor, exercise its rights under section 141(2) of the said Act for the benefit of the Vendor.

24.6 Save for production and enclosure of the Lease, the Vendor is not required to provide any other documents relating to the Lease prior to or at Settlement. The Purchaser must rely on its own due diligence in relation to the Lease.

25. COVID-19 pandemic

25.1 The parties agree that should the Australian or Victorian Governments require the parties to be quarantined or to be in self-isolation due to the outbreak of the COVID-19 virus, then should the settlement date fall within the quarantine or self-isolation period, then the affected party must notify the other party's legal practitioner or conveyancer in writing of the period of the quarantine or self-isolation, as soon as practicable. If settlement is delayed in accordance with this special condition, neither party will have any claim against the other in respect of any damages, including but not limited to fees, penalty interest, costs or expenses incurred as a result of the delay in settlement.

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

(a) contract the COVID-19 virus;
(b) be placed in quarantine or isolation in the property;
(c) be directed to quarantine or self-isolate in the property; or
(d) need to care for an immediate member of their household or family in the property who is directly affected by Special Condition 25.2(a) – (c),

then the parties agree that the following provisions shall apply:

(e) the other party cannot issue a Notice of Default on the party affected by the circumstances outlined in Special Condition 25.2(a) – (d) until such time as the person or persons have been medically cleared by a general practitioner or other specialist and permitted to leave the property;
(f) the party seeking the benefit of this clause must provide suitable documentation as evidence of the need for isolation immediately upon diagnosis;

(g) Settlement shall take place within seven (7) days from the date from which the party is permitted to leave the property;

(h) if the Vendor is the party seeking the benefit of this clause, he must:

(i) do all things reasonably possible to vacate the property a minimum of 24 hours prior to completion;

(ii) thoroughly disinfect the property including but not limited to vacuuming carpets, cleaning air-conditioning filters, using disinfectant products to clean door handles, light switches, hard surfaces, remote controls, windows, appliances and mop floors.

24.3 For the benefit of both parties to this transaction, should the Australian or Victorian Governments issue any form of mandate that causes a delay to the due and timely performance of any provisions of this contract, whether it is an essential or non-essential term, the party that is delayed will be entitled to seek an extension without penalty and cost to the due date for performance of such provisions, but only after having exercised all reasonable efforts to complete their obligations via alternative means, to which the other party not affected cannot unreasonably withhold consent.

26. Building report

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

26.2 The Purchaser may end this contract within 14 days after the Day of Sale if the Purchaser:

(a) obtains a written report from a registered building practitioner or architect which discloses a current defect in a structure on the land and designates it as a major building defect;

(b) gives the Vendor a copy of the report and a written notice ending this Contract; and

(c) is not in default under any other condition of this Contract when the notice is given.

26.3 All money paid must be immediately refunded to the Purchaser if the Contract ends in accordance with this special condition.

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

27. Pest report

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

27.2 The Purchaser may end this contract within 14 days after the Day of Sale if the Purchaser:

(a) obtains a written report from a pest control operator licensed under Victorian law which discloses a current pest infestation on the land and designates it as a major infestation affecting the structure of a building on the land;

(b) gives the Vendor a copy of the report and a written notice ending this Contract; and

(c) is not in default under any other condition of this Contract when the notice is given.

27.3 All money paid must be immediately refunded to the Purchaser if the Contract ends in accordance with this special condition.

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

28. Swimming pool or spa

28.1. This special condition applies only if there is a swimming pool or spa on the Land as defined by the *Building Regulations 2018* (Vic).

28.2. The Vendor makes no representation as to any swimming pool or spa as to its compliance or otherwise with the *Building Regulations 2018* (Vic) or any other related regulations that may exist from time to time.

28.3. The Purchaser acknowledges that the Purchaser has performed its own due diligence on any swimming pool or spa and accept the condition of the same "as is, where is". The Purchaser will not raise any requisition, objection, demand, claim for compensation from the Vendor, delay settlement or terminate the Contract due to any matters related to any swimming pool or spa on the Land, including the registration and compliance or otherwise of the swimming pool or spa.

28.4. For the avoidance of doubt, 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 that relates to the swimming pool or spa on the Land, including the costs of arranging for registration, and/or compliance after Settlement as appropriate. This special condition will not merge on settlement.

29. Error in adjustments

29.1. Both parties agree that if there are any errors to the Statement of Adjustments not discovered prior to Settlement, that both parties exercise all reasonable efforts after Settlement to respond to the other parties' requests in relation to any corrections that may be required.

29.2. This special condition does not merge on Settlement.

30. Auction Contract

If the Property is sold by public auction, the provisions of this special condition shall apply:

(a) subject to the reserve price, the highest bidder whose bid is accepted by the auctioneer will be the Purchaser;

(b) the auctioneer may refuse any bid, but no bid may be retracted;

(c) the auctioneer may withdraw the Property from sale at any time;

(d) if any dispute arises concerning any bid the auctioneer must at his option either decide whose was the last bid or submit the Property again at the last undisputed bid;

(e) the auctioneer may determine the maximum or minimum amount by which the bidding may be advanced;

(f) the auctioneer may refer the bid to the Vendor at any time before the conclusion of the auction;

(g) the Vendor reserves the right to:

  (i) bid personally or by an agent provided that such bid is fully disclosed as being a 'vendor's bid'; and

  (ii) withdraw the Property at any time before it is actually sold without disclosing the reserve price;

(h) the successful bidder must immediately sign the Contract of Sale on fall of the hammer. If the successful bidder fails to do so within 15 minutes after fall of the hammer, the Vendor may, without prejudice to the Vendor's rights against the successful bidder, re-offer the Property for sale to any other person; and

(i) if a reserve price has been set for the Property, and the Property is passed in below that reserve price, the Vendor will negotiate with the highest bidder.

SCHEDULE 1

1 The Guarantors

The Guarantee is entered into by:

______________________________	______________________________
Name of first Guarantor (print)	Name of second Guarantor (print)
______________________________	______________________________
Address of first Guarantor (print)	Name of second Guarantor (print)

(**Guarantors**)

2 Guarantee and indemnity

IN CONSIDERATION of the Vendor selling to the Purchaser at their request the Property for the Price and upon the terms and conditions of this Contract of Sale for themselves and their respective executors and administrators, the Guarantors, **JOINTLY AND SEVERALLY**:

(a) guarantee to the Vendor the due and punctual payment, performance and observance by the Purchaser of all its liabilities and obligations to the Vendor under or in connection with the Contract of Sale whether monetary or non-monetary, present or future, actual or contingent ("**Guaranteed Obligations**").

(b) as a separate and additional obligation, indemnify the Vendor against all Claims and Loss which the Vendor may incur or may become liable for as a result of any default by the Purchaser in the payment, performance, and observance of the Guaranteed Obligations or the Contract of Sale or any part of it being or becoming illegal, void, voidable or unenforceable.

3 Nature of the Guarantee

The Guarantors acknowledge that:

(a) their obligations under this Guarantee are continuous, absolute, unconditional and irrevocable; and

(b) their liability under this Guarantee extends to and will not be affected by any circumstance, act, omission or thing which, but for provision might otherwise affect it at law or in equity including:

i. the delay or failure by the Vendor to exercise any of its rights, powers or remedies conferred on it by law or this Contract of Sale;

ii. the grant to the Purchaser of any time, waiver or other indulgence or concession; or

iii. the occurrence of any other circumstance, act, omission or thing, regardless of whether we, the Guarantors, are aware of or consent to any of these matters.

4 Payment to Vendor

The Guarantors will pay any money payable under this Guarantee on demand to, or as directed by the Vendor.

SIGNED SEALED and **DELIVERED** by **FIRST GUARANTOR** in the presence of:)
)
)

Signature of witness	Signature of First Guarantor
Name of witness (print)	
Address of witness (print)	

SIGNED SEALED and **DELIVERED** by **SECOND GUARANTOR** in the presence of:)
)
)

Signature of witness	Signature of First Guarantor
Name of witness (print)	
Address of witness (print)	

EXECUTED BY THE GUARANTORS AS A DEED this day of 20

SCHEDULE 2

Regulations 5, 6 and 7 – General Rules for Conduct of Public Auctions of Land

1. The auctioneer may make one or more bids on behalf of the Vendor of the Land at any time during the auction.
2. The auctioneer may refuse any bid.
3. The auctioneer may determine the amount by which bidding is to be advanced.
4. The auctioneer may withdraw the property from sale at any time.
5. The auctioneer may refer a bid to the Vendor at any time before the conclusion of the auction.
6. In the event of a dispute concerning a bid, the auctioneer may re-submit the property for sale at the last undisputed bid or start the bidding again.
7. The auctioneer must not accept any bid or offer for a property that is made after the property has been knocked down to the successful bidder, unless the vendor or successful bidder at the auction refuses to sign the contract of sale following the auction.
8. If a reserve price has been set for the property and the property is passed in below that reserve price, the vendor will first negotiate with the highest bidder for the purchase of the property.

SALE OF LAND (PUBLIC AUCTIONS) REGULATIONS 2014 - SCHEDULE 5 - Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor

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

Bidding by Co-owners

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

Vendor bids

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

- the auctioneer declares before bidding starts that he or she can make bids on behalf of a vendor, and states how these bids will be made; and
- the auctioneer states when making the bid that it is a bid for the vendors. The usual way for an auctioneer to indicate that he or she is making a vendor bid is to say "vendor bid" in making the bid.

What rules and conditions apply to the auction?

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

Copies of the rules

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

Questions

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

Forbidden activities at auctions

The law forbids-

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

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

Who made the bid?

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

It is an offence to disrupt an auction

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

The cooling off period does not apply to public auctions of land

If you purchase a property that has been offered for sale by public auction either at the auction or within 3 clear business days before or after the auction, there is no cooling off period.

What law applies

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

Louis Valentine Proud

Vendors Statement

313, 1 Queen Street, Blackburn VIC 3130

Vendor's Statement

Under section 32 of the *Sale of Land Act 1962 (Vic)*

Vendor: **Louis Valentine Proud**
Property: **313, 1 Queen Street, Blackburn VIC 3130**

---

1. Definitions

In this Vendor's Statement:
Certificate means a certificate issued by the relevant Authority.
Schedule means a schedule or annexure to this Vendor's Statement.
Vendor's Statement means a statement in accordance with section 32 of the *Sale of Land Act 1962 (Vic)* which forms a part of this Contract of Sale, otherwise referred to as a Section 32.
In this Section 32, the checkboxes marked with a tick, or an "x" represents the vendor's responses to the matters referred to below. Any unmarked checkboxes are not included in this section 32.

2. Section 32A – Financial matters

2.1 Particulars of any rates, taxes, charges or other similar outgoings (and any interest on them) is:
no more than
☐ $3,000 ☐ $5,000 ☐ Other, $__________
as evidenced by the attached notices received by the Vendor.
OR
☒ contained in the attached Certificates.

2.2 ☒ To the best of the Vendor's knowledge, no Charge/s (whether registered or not) are imposed by or under any Act to secure an amount due under the Act, including the amount owing under the charge.
☐ Details of the charges are:
____
____

2.3 This Contract is **not** a Terms Contract that requires the purchaser 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.

2.4 All Mortgages (whether registered or unregistered) **will be discharged** prior to or at Settlement.

2.5 The Land being sold:

☒ is **not** land within the tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024.

☐ is land within the tax reform scheme land within the meaning of the Commercial and Industrial Property Tax Reform Act 2024. The entry date of the land is: Not Applicable.

2.6 The AVPCC (within the meaning of the Commercial and Industrial Property Tax Reform Act 2024) most recently allocated to the land is: AVPCC Code 125.3.

3. Section 32B – Insurance details

3.1 The risk in relation to the Property will remain with the Vendor until the Purchaser becomes entitled to possession or receipt of rents and profits.

3.2 **Owner builder**

☒ The residence on the land was **not** constructed by an **owner-builder** within the preceding 6 years and section 137B of the *Building Act 1993* does **not** apply to this Property.

☐ The residence on the land **was** constructed by an **owner-builder** the details of which are attached in the following:

(a) defects inspection report; and

(b) domestic building insurance.

4. Section 32C – Matters relating to land use

4.1 Easements, covenants or other similar restrictions

A description of any easement, covenant or other similar restriction (**Encumbrances**) affecting the land is in the attached Certificates.

To the best of the Vendor's knowledge, there is:

☒ no existing failure to comply with the terms of any Encumbrances

☐ a breach to the terms of the Encumbrances, the particulars of which are:

____

____

To the best of the Vendor's knowledge,

☒ the Vendor is not aware of any unregistered Encumbrances and any existing failure to comply with same.

☐ the Vendor is aware of unregistered Encumbrances and the particulars are:

____

____

☐ no existing failure to comply with the unregistered Encumbrances.

4.2 Road access

There:

☒ is access to the Property by road.

☐ is no access to the Property by road.

4.3 Designated bushfire prone area

☐ The Land **is** in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

☒ The Land is not in a designated bushfire prone area within the meaning of regulations made under the *Building Act 1993*.

4.4 Planning scheme

Refer to the attached Certificate for the required information.

5. Section 32D – Notices

5.1 Notice, order, declaration, report or recommendation

☒ To the best of the Vendor's knowledge, there are **no** 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, unless otherwise disclosed in the annexed searches.

☐ Refer to the attached Certificate for the required information.

5.2 Agricultural chemicals

To the best of the Vendor's knowledge, 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.

5.3 Compulsory acquisition

To the best of the Vendor's knowledge, 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 not applicable to this Property.

☐ are:

____

____

6. Section 32E – Building permits

☒ There are no building permits issued under the *Building Act 1993 (Vic)* that is applicable to this Property within the last seven (7) years.

☐ Refer to the attached Certificate for further details.

7. Section 32F – Owners Corporation

☐ There is no owners corporation in relation to this Property.

☒ There is an/are owners corporation(s) in relation to this Property;

- ☐ but it is an **inactive** owners corporation.
- ☒ the details of which are contained in the attached Certificate(s). Regulation 12 Statement of Advice and Information for Prospective Purchasers and Lot Owners are also contained in Schedule 2 of this Vendor's Statement for the Purchaser's benefit.

8. Section 32G – Growth Areas Infrastructure Contribution (GAIC)

☒ To the best of the Vendor’s knowledge, the Property is **not** affected by a Growth Areas Infrastructure Contribution recording.

☐ Refer to the attached Certificate for further details.

9. Section 32H – Services that are not connected

The Vendor discloses that the following services are:

Electricity supply: ☐ Not connected
Gas supply: ☐ Not connected
Water supply: ☐ Not connected
Sewerage supply: ☐ Not connected
Telephone supply: ☐ Not connected

The Vendor will notify the relevant Authorities to disconnect services at Settlement. The Purchaser is responsible for the costs of connection or reconnection of the services.

10. Section 32I – Evidence of title

The following Certificates and documents are attached which evidences the Vendor’s ownership and legal entitlement to deal with the property:

☒ Title search for Certificate of Title Volume 11977 Folio 832

☒ Copy of the plan PS724915L

11. Lease

☒ There are no tenants living at the Property and the Property will be sold as vacant possession.

☐ There are tenants living at the Property and a copy of the Lease is attached.

12. Due diligence checklist

Schedule 1 is attached for the Purchaser’s benefit.

13. GST withholding notice

The Vendor discloses to the Purchaser that this sale is:

☐ a taxable withholding ☒ **not** a taxable withholding

☐ in full ☐ to an extent

Where this sale is a taxable withholding, margin scheme

☐ will be (7% of the Purchase Price to be withheld)

☐ will not be (1/11th of the Purchase Price to be withheld)

Used in making the taxable supply.

The Purchaser is:

☒ **not required** to make a withholding.

☐ required to make a withholding payment using the below details:

Supplier’s name:

Supplier’s ABN:

Supplier’s business address:

Supplier’s email address:

Supplier’s phone number:

Supplier’s proportion of residential withholding payment: $___________

Amount purchaser must pay: $__________

Amount must be paid: ☐ at Settlement ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ No ☐ Yes

If “yes”, the GST inclusive market value of the non-monetary consideration: $____________

DATE OF THIS STATEMENT: The 24 day of July 2026

SIGNATURE OF THE VENDOR Louis Proud

Louis Proud (Jul 24, 2026 19:08:25 GMT+10).......................

* If signing for a Company Vendor, please insert full name and title (e.g.: sole director, director / secretary)

The Purchaser acknowledges being given a duplicate of this statement signed by the Vendor before the Purchaser signed the Contract for the purchase of the Property.

DATE OF THIS ACKNOWLEDGEMENT: The day of 20___

SIGNATURE OF THE PURCHASER ....

* If signing for a Company Purchaser, please insert full name and title (e.g.: sole director, director / secretary)

SCHEDULE 1 – DUE DILIGENCE CHECKLIST

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.

Planning controls

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

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

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

Are there any proposed or granted planning permits?

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

Safety

Is the building safe to live in?

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

Building permits

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

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

Are any recent building or renovation works covered by insurance?

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

Utilities and essential services

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

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

Buyers' rights

Do you know your rights when buying a property?

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

SCHEDULE 2 – REGULATION 12 – STATEMENT OF ADVICE AND INFORMATION FOR PROSPECTIVE PURCHASERS AND LOT OWNERS

1.

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 the 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 liability

The plan of subdivision will also show your lot entitlement and liability. Lot entitlement represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is the 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 choses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

IF YOU ARE UNCERTAIN ABOUT ANY ASPECTS OF THE OWNERS CORPORATION OR ANY DOCUMENTS YOU HAVE RECEIVED IN RELATION TO THE OWNERS CORPORATION YOU SHOULD SEEK EXPERT ADVICE.

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 11977 FOLIO 832 | Security no : 124136344674V
Produced 08/07/2026 02:44 PM

LAND DESCRIPTION

Lot 313 on Plan of Subdivision 724915L.
PARENT TITLES :
Volume 06922 Folio 385   Volume 07934 Folio 065   Volume 10462 Folio 298
Volume 10950 Folio 683   Volume 10950 Folio 687   Volume 10950 Folio 692
Created by instrument PS724915L 02/05/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
    LOUIS VALENTINE PROUD of 1 QUEEN STREET BLACKBURN VIC 3130
    AX991122H 13/05/2024

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AX991123F 13/05/2024
    COMMONWEALTH BANK OF AUSTRALIA

MORTGAGE AX991124D 13/05/2024
    THE STATE OF VICTORIA

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 PS724915L 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 QUEEN STREET BLACKBURN VIC 3130

ADMINISTRATIVE NOTICES

NIL

eCT Control   15940N COMMONWEALTH BANK OF AUSTRALIA
Effective from 13/05/2024

OWNERS CORPORATIONS

The land in this folio is affected by
    OWNERS CORPORATION 1 PLAN NO. PS724915L

DOCUMENT END

PLAN OF SUBDIVISION

EDITION 1 | **PS 724915L**

LOCATION OF LAND

PARISH:	NUNAWADING
TOWNSHIP:	---
SECTION:	---
CROWN ALLOTMENT:	---
CROWN PORTION:	83 (PART)
TITLE REFERENCE:	VOL:10462 FOL:298, VOL:10950 FOL:683, VOL:10950 FOL:687, VOL:10950 FOL:692 VOL:6922 FOL:385, VOL:7934 FOL:065
LAST PLAN REFERENCE:	LP3131 (LOTS 63 & 65), TP864343K (LOTS 1, 2 & 3) AND TP621386X (LOT 1)
POSTAL ADDRESS: (at time of subdivision)	1 QUEEN STREET, BLACKBURN 3130
MGA 94 CO-ORDINATES: (approx. centre of land in plan)	E 337330 N 5812770 ZONE: 55

Council Name: Whitehorse City Council

Council Reference Number: CRT/6710
Planning Permit Reference: WH/2017/559
SPEAR Reference Number: S107363V

Certification

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

Statement of Compliance

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

Public Open Space

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

Digitally signed by: Aileen Lam for Whitehorse City Council on 11/04/2018

VESTING OF ROADS AND/OR RESERVES

IDENTIFIER	COUNCIL/BODY/PERSON
NIL	NIL

DENOTES STRUCTURE (NON BOUNDARY)
B - BALCONY
P - PROJECTION OF CEILING
CPNo.1 - COMMON PROPERTY No.1
T - TERRACE

NOTATIONS

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

DEPTH LIMITATION DOES NOT APPLY

BOUNDARIES SHOWN BY THICK CONTINUOUS LINES ARE DEFINED BY BUILDINGS
LOCATION OF BOUNDARIES DEFINED BY BUILDINGS
INTERIOR FACE: ALL BOUNDARIES

COMMON PROPERTY No. 1 IS ALL THE LAND IN THIS PLAN EXCEPT LOTS AND INCLUDES THE STRUCTURE THAT DEFINES BOUNDARIES.

ALL PILLARS, SLABS, BEAMS, COLUMNS, SERVICE DUCTS AND PIPE SHAFTS WHETHER OR NOT SHOWN ON THIS PLAN ARE IN COMMON PROPERTY No. 1 UNLESS SHOWN OTHERWISE.

LOTS ON THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS. SEE OWNERS CORPORATION SEARCH REPORT FOR DETAILS.

THE CAR STACKER MECHANISM IS CONTAINED WITHIN COMMON PROPERTY No.1

EASEMENT INFORMATION

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

LEGEND: E – Encumbering Easement, Condition in Crown Grant in the Nature of an Easement or Other Encumbrance A – Appurtenant Easement

SUBJECT LAND	PURPOSE	WIDTH (METRES)	ORIGIN	LAND BENEFITED/IN FAVOUR OF
E-1	AS PROVIDED FOR IN SECTION 207(C) OF THE L.G.A. 1989	3·66	SECTION 207(C) OF THE L.G.A. 1989	YARRA VALLEY WATER LTD.
E-2	CARRIAGEWAY FOR THE PURPOSE OF INGRESS AND EGRESS OF THE VEHICLE STACKING MECHANISM ONLY (LIMITED IN HEIGHT AND DEPTH) SEE SECTIONS A-A' AND B-B'	SEE DIAG	THIS PLAN	LOTS ON THIS PLAN

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ROSS NICHOLSON

DATE 01/05/18	REFERENCE 29899003	ORIGINAL SHEET SIZE A3
VERSION G	DRAWING 2989900AG	SHEET 1 OF 18 SHEETS

Digitally signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd),
Surveyor's Plan Version (G),
27/03/2018, SPEAR Ref: S107363V

PLAN REGISTERED
TIME: 1.22 Pm DATE: 2/05/18
M.Holloway
Assistant Registrar of Titles

Amended by: Ross Andrew Nicholson, 02/05/2018.

PLAN OF SUBDIVISION | PS 724915L

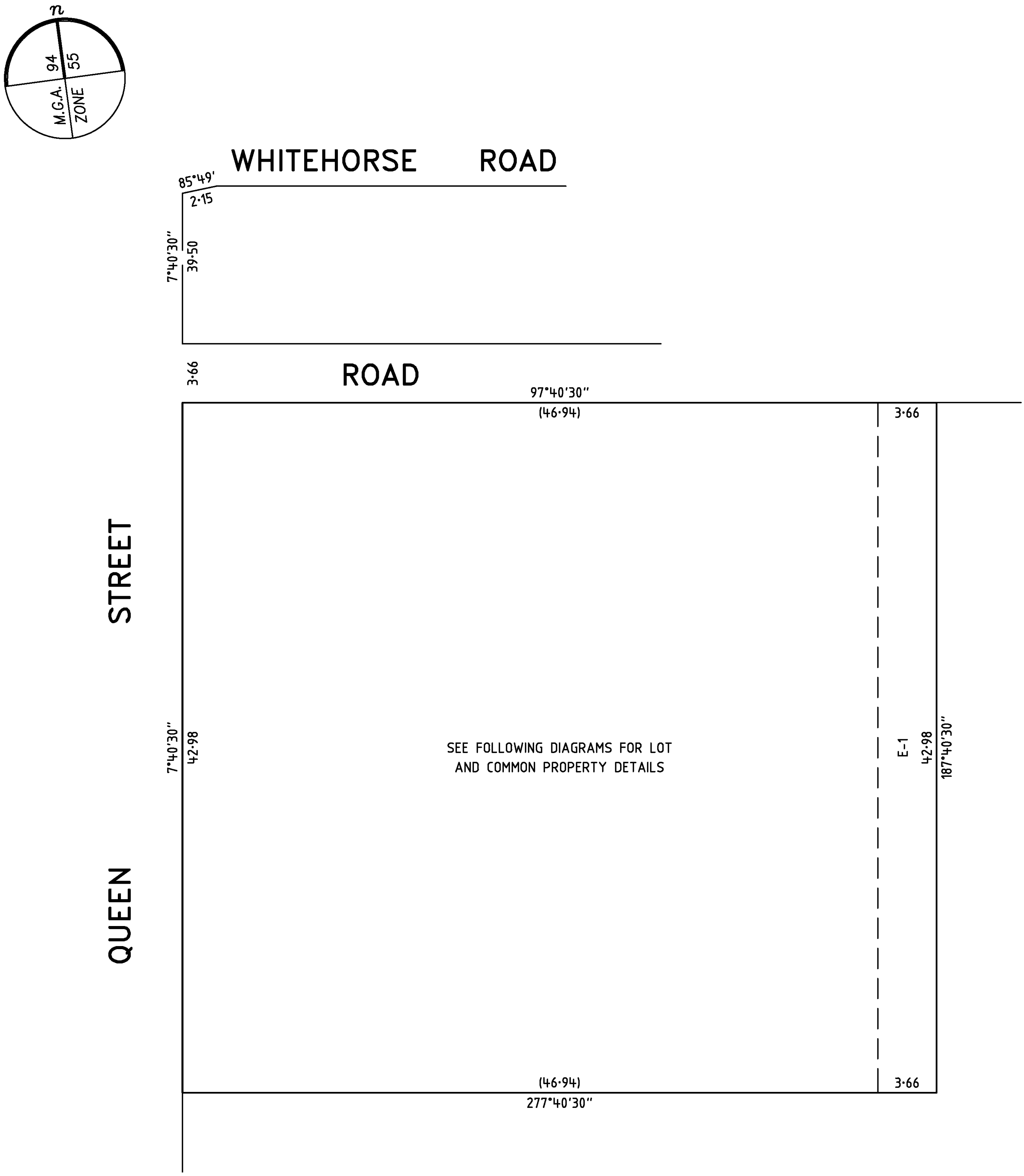

DIAGRAM 1
SITE PLAN

Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	LICENSED SURVEYOR ROSS NICHOLSON	SCALE 1:250	2·5 0 5 10 LENGTHS ARE IN METRES
	DATE 01/05/18 REFERENCE 29899003		ORIGINAL SHEET SIZE A3
	VERSION G DRAWING 2989900AG		SHEET 2
	Digitally signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd), Surveyor's Plan Version (G), 27/03/2018, SPEAR Ref: S107363V	Digitally signed by: Whitehorse City Council, 11/04/2018, SPEAR Ref: S107363V	

Amended by: Ross Andrew Nicholson, 02/05/2018.

PLAN OF SUBDIVISION | PS 724915L

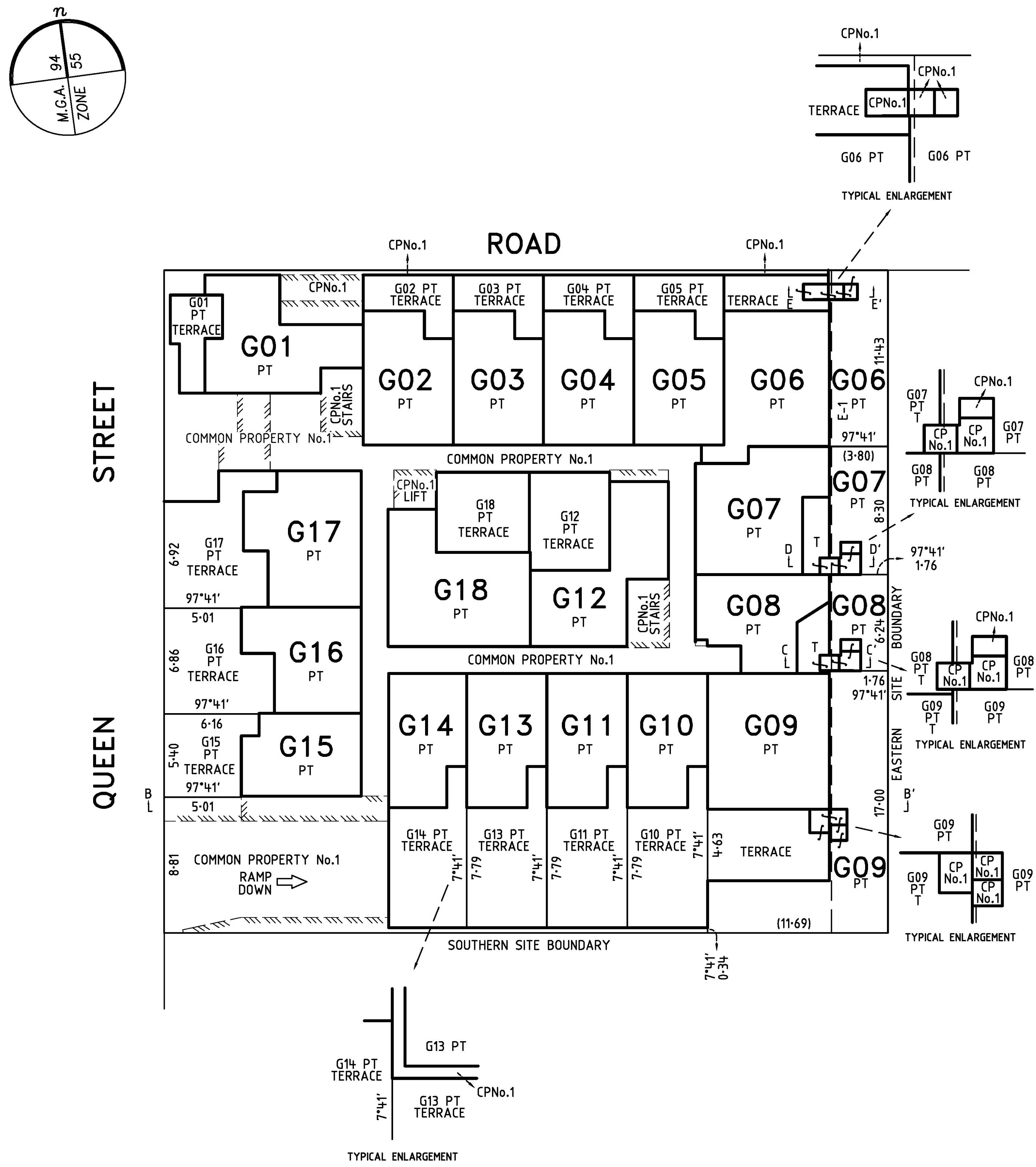

DIAGRAM 2
GROUND STOREY

LICENSED SURVEYOR ROSS NICHOLSON		SCALE 1:250	2·5 0 5 10 LENGTHS ARE IN METRES
DATE 01/05/18	REFERENCE 29899003		ORIGINAL SHEET SIZE A3
VERSION G	DRAWING 2989900AG		SHEET 3

Bosco Jonson Pty Ltd
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16 Eastern Road South Melbourne
Vic 3205 Australia
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PLAN OF SUBDIVISION

PS 724915L

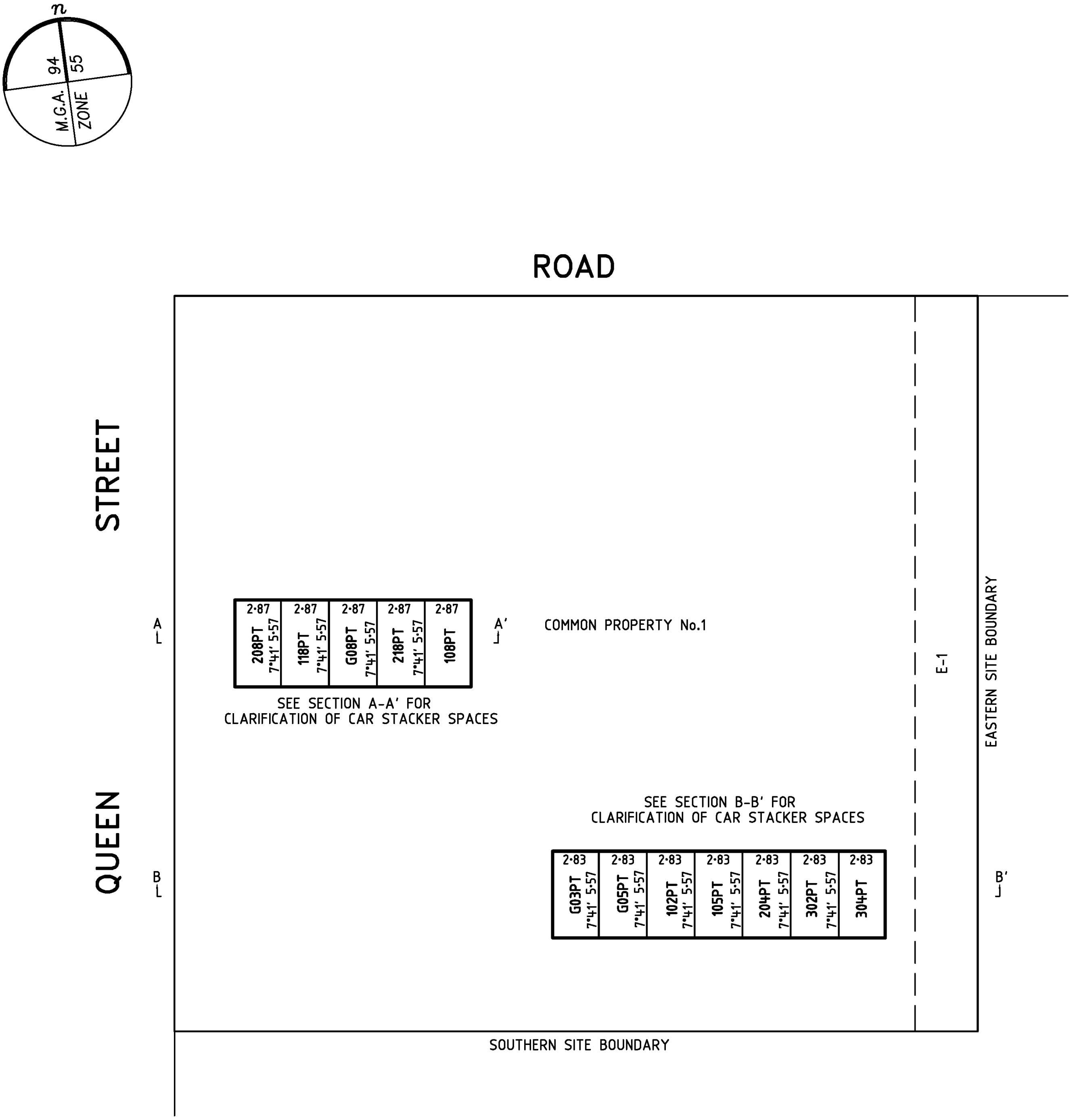

DIAGRAM 3

BELOW LOWER BASEMENT LEVEL

Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	LICENSED SURVEYOR ROSS NICHOLSON	SCALE 1:250	2·5 0 5 10 LENGTHS ARE IN METRES
	DATE 01/05/18 REFERENCE 29899003		ORIGINAL SHEET SIZE A3
	VERSION G DRAWING 2989900AG		SHEET 4
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PLAN OF SUBDIVISION

PS 724915L

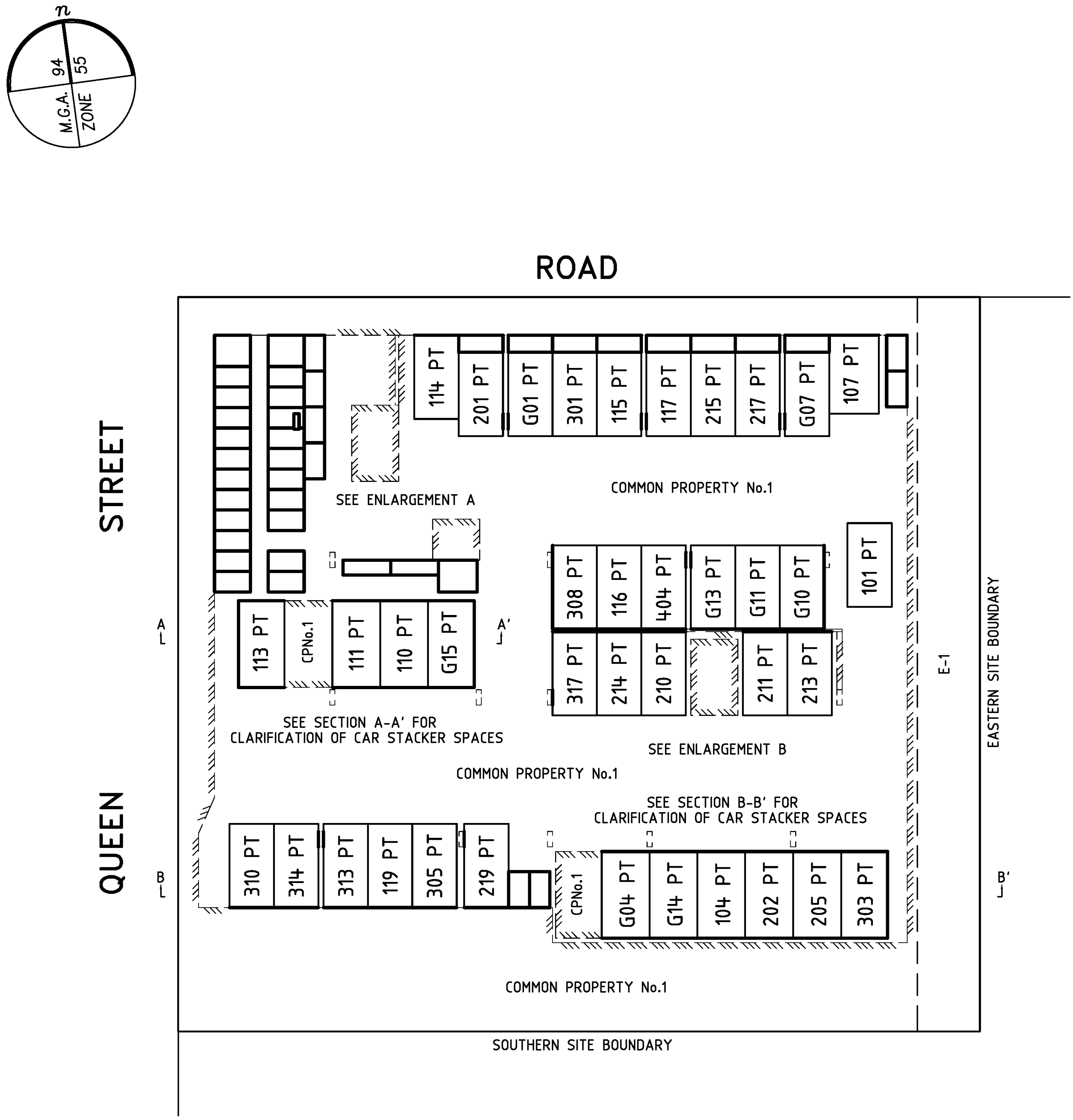


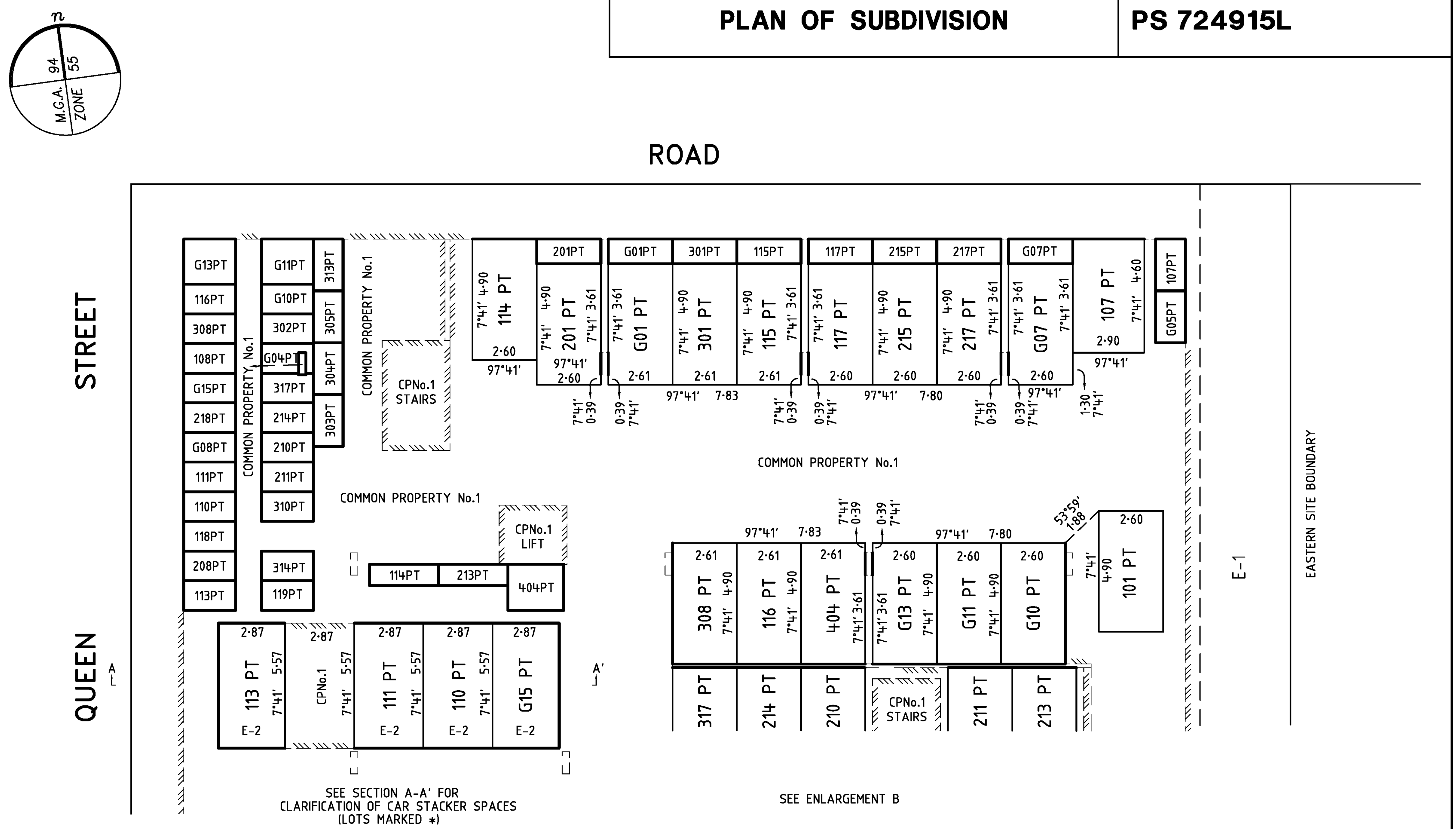
DIAGRAM 4
LOWER BASEMENT LEVEL

Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	LICENSED SURVEYOR ROSS NICHOLSON	SCALE 1:250	2·5 0 5 10 LENGTHS ARE IN METRES
	DATE 01/05/18 REFERENCE 29899003		ORIGINAL SHEET SIZE A3
	VERSION G DRAWING 2989900AG		SHEET 5
	Digitally signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd), Surveyor's Plan Version (G), 27/03/2018, SPEAR Ref: S107363V	Digitally signed by: Whitehorse City Council, 11/04/2018, SPEAR Ref: S107363V	

Amended by: Ross Andrew Nicholson, 02/05/2018.

PLAN OF SUBDIVISION

PS 724915L



LOWER BASEMENT LEVEL (PART)

ENLARGEMENT A

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ROSS NICHOLSON

DATE 01/05/18
VERSION G
REFERENCE 29899003
DRAWING 2989900AG

1·5 0 3 6
LENGTHS ARE IN METRES

SCALE 1:150

ORIGINAL SHEET SIZE A3

SHEET 6

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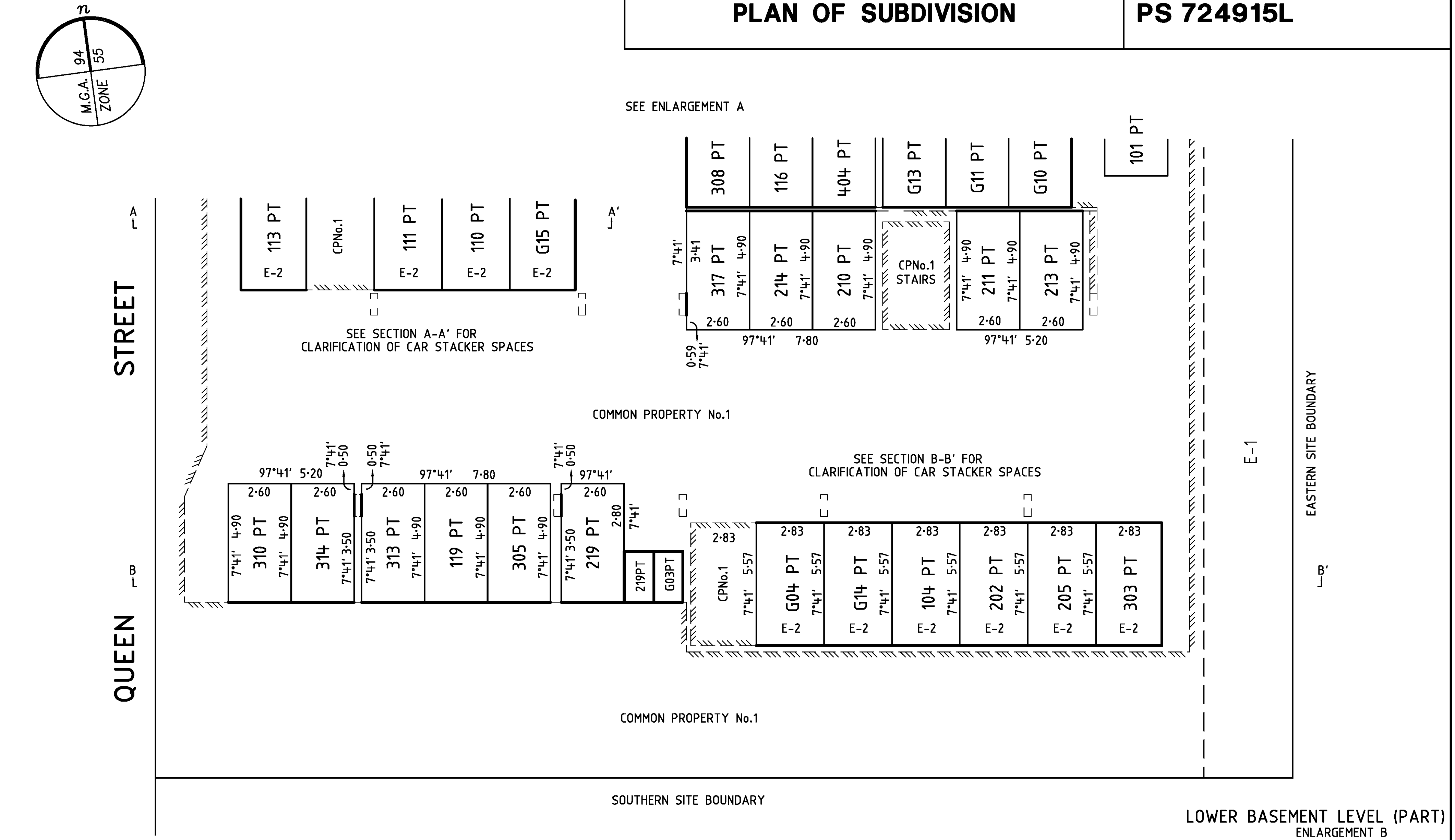
Whitehorse City Council,
11/04/2018,
SPEAR Ref: S107363V

Amended by: Ross Andrew Nicholson, 02/05/2018.

PLAN OF SUBDIVISION

PS 724915L



LOWER BASEMENT LEVEL (PART)
ENLARGEMENT B

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ROSS NICHOLSON

1·5 0 3 6
LENGTHS ARE IN METRES

SCALE 1:150

ORIGINAL SHEET SIZE A3

SHEET 7

DATE 01/05/18
VERSION G

REFERENCE 29899003
DRAWING 2989900AG

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27/03/2018, SPEAR Ref: S107363V

Digitally signed by:
Whitehorse City Council,
11/04/2018,
SPEAR Ref: S107363V

Amended by: Ross Andrew Nicholson, 02/05/2018.

PLAN OF SUBDIVISION | PS 724915L

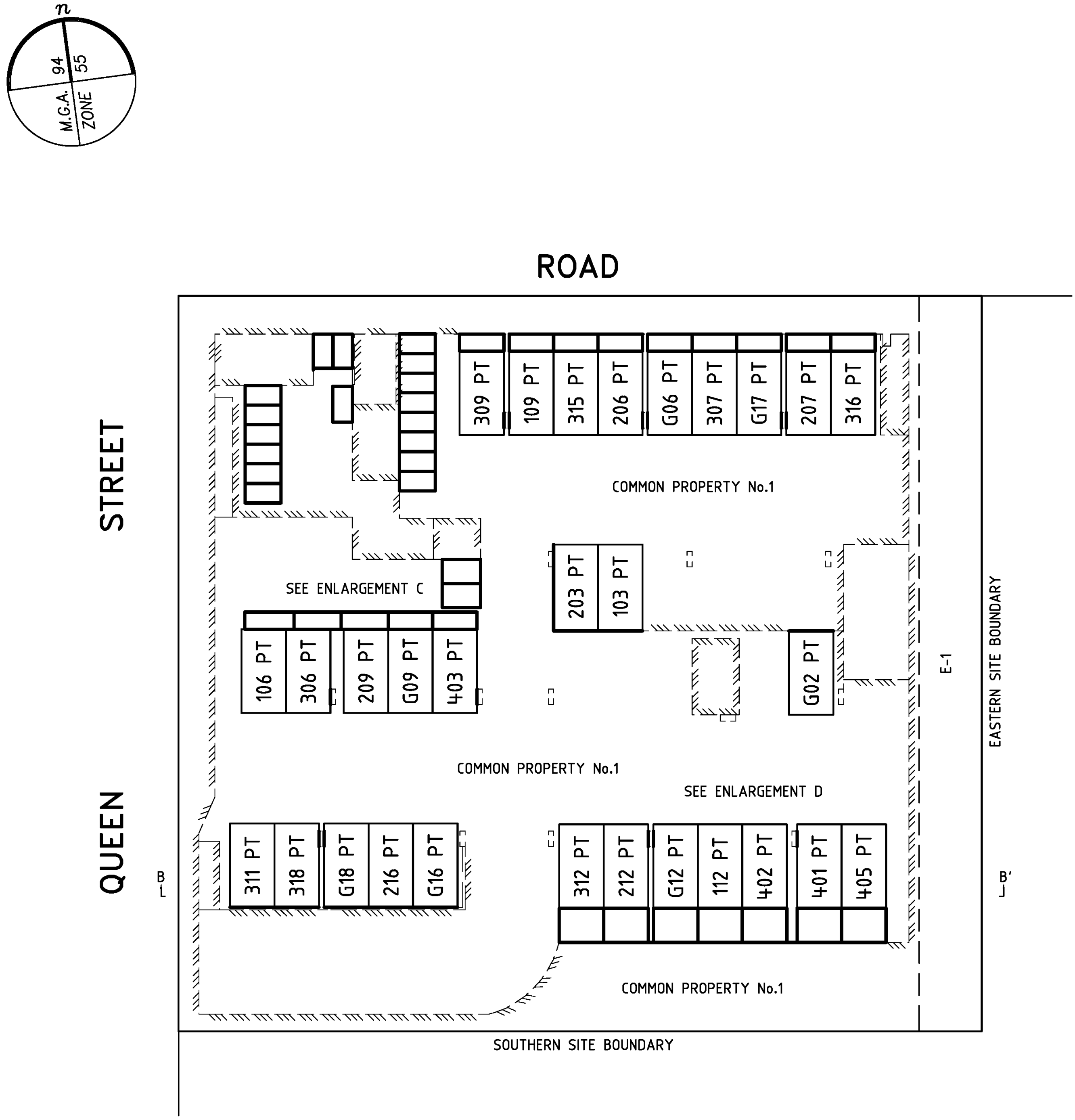


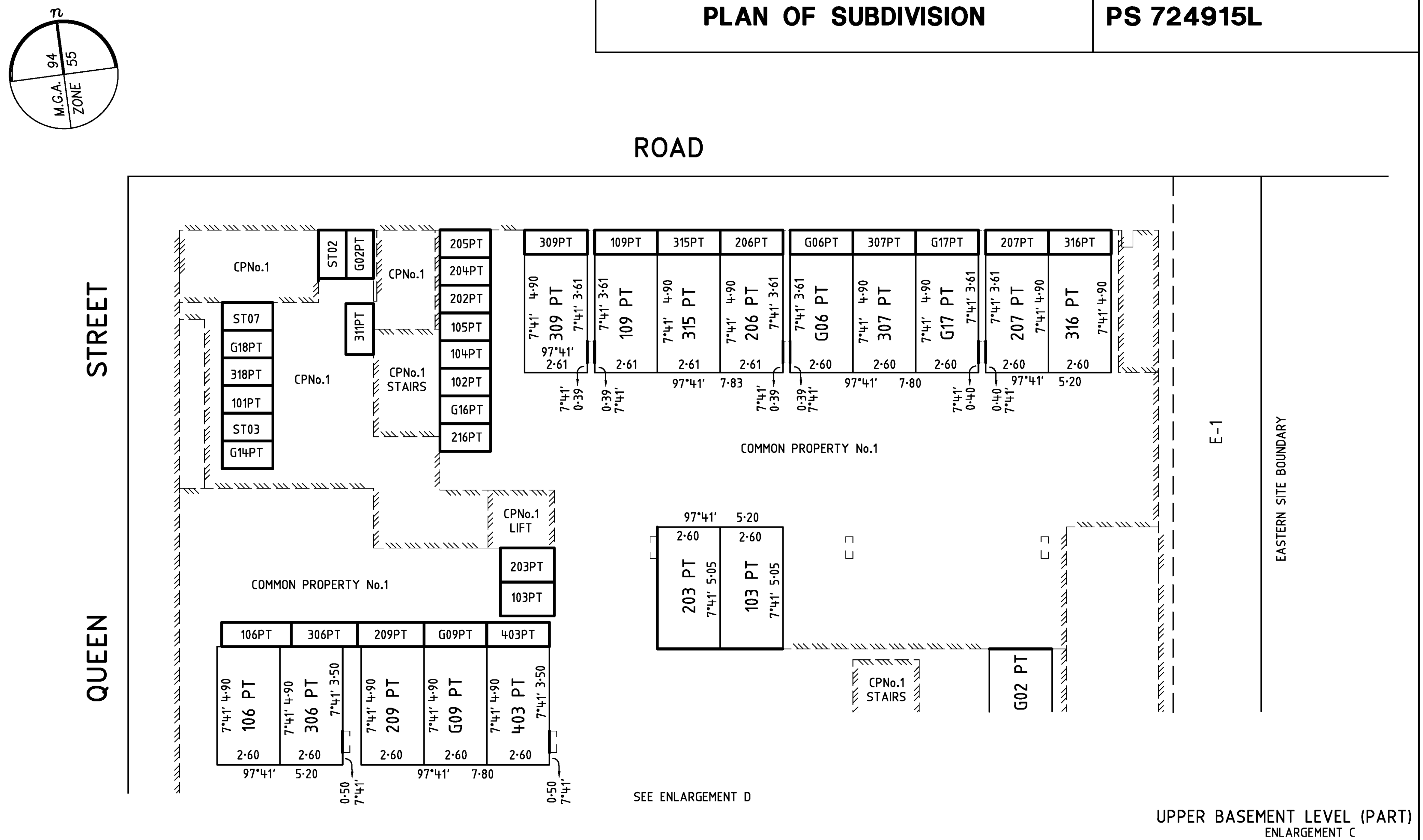
DIAGRAM 5
UPPER BASEMENT LEVEL

Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	LICENSED SURVEYOR ROSS NICHOLSON	SCALE 1:250	2·5 0 5 10 LENGTHS ARE IN METRES
	DATE 01/05/18 REFERENCE 29899003		ORIGINAL SHEET SIZE A3
	VERSION G DRAWING 2989900AG		SHEET 8
	Digitally signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd), Surveyor's Plan Version (G), 27/03/2018, SPEAR Ref: S107363V	Digitally signed by: Whitehorse City Council, 11/04/2018, SPEAR Ref: S107363V	

Amended by: Ross Andrew Nicholson, 02/05/2018.

PLAN OF SUBDIVISION

PS 724915L



UPPER BASEMENT LEVEL (PART)
ENLARGEMENT C

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ROSS NICHOLSON

DATE 01/05/18
VERSION G
REFERENCE 29899003
DRAWING 2989900AG

1·5 0 3 6
LENGTHS ARE IN METRES

Digitally signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd),
Surveyor's Plan Version (G),
27/03/2018, SPEAR Ref: S107363V

SCALE
1:150

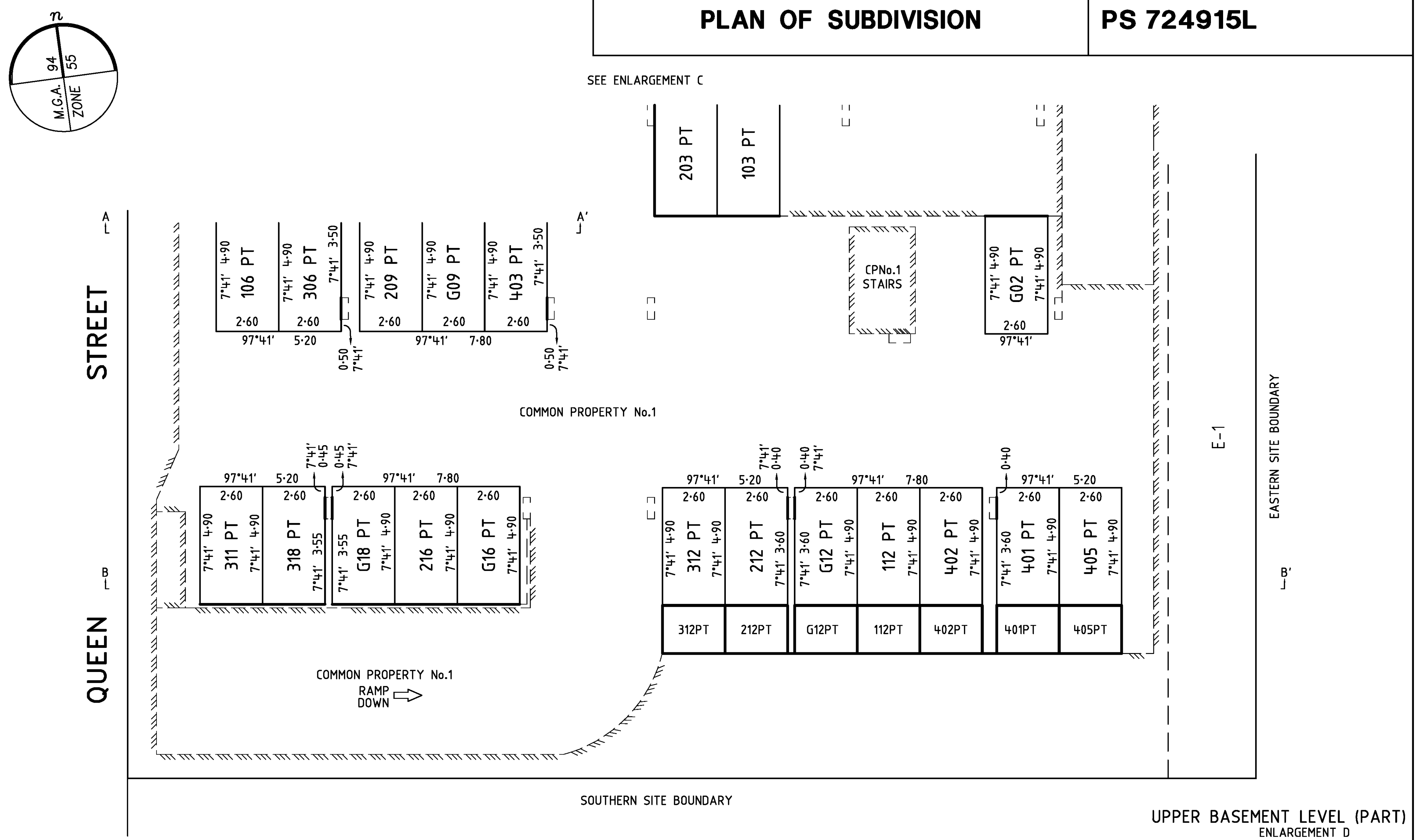
ORIGINAL SHEET SIZE A3
SHEET 9

Digitally signed by:
Whitehorse City Council,
11/04/2018,
SPEAR Ref: S107363V

Amended by: Ross Andrew Nicholson, 02/05/2018.

PLAN OF SUBDIVISION

PS 724915L



UPPER BASEMENT LEVEL (PART)
ENLARGEMENT D

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ROSS NICHOLSON

DATE 01/05/18 REFERENCE 29899003
VERSION G DRAWING 2989900AG

1·5 0 3 6
LENGTHS ARE IN METRES

SCALE 1:150

ORIGINAL SHEET SIZE A3
SHEET 10

Digitally signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd), Surveyor's Plan Version (G), 27/03/2018, SPEAR Ref: S107363V

Digitally signed by: Whitehorse City Council, 11/04/2018, SPEAR Ref: S107363V

Amended by: Ross Andrew Nicholson, 02/05/2018.

PLAN OF SUBDIVISION

PS 724915L

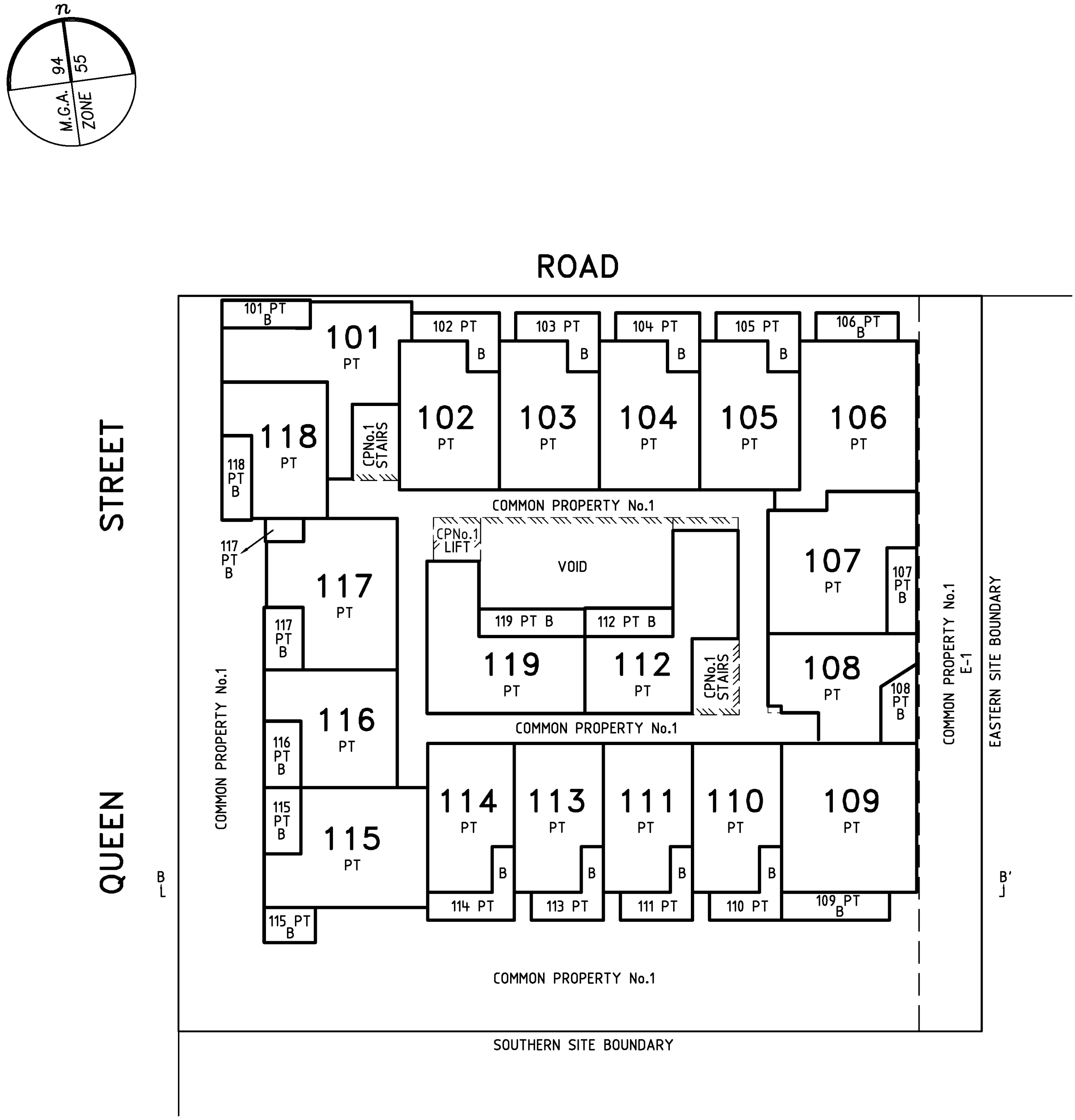


DIAGRAM 6
FIRST STOREY

LICENSED SURVEYOR ROSS NICHOLSON		SCALE 1:250	2·5 0 5 10 LENGTHS ARE IN METRES
DATE 01/05/18	REFERENCE 29899003		ORIGINAL SHEET SIZE A3
VERSION G	DRAWING 2989900AG		SHEET 11

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
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16 Eastern Road South Melbourne
Vic 3205 Australia
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PLAN OF SUBDIVISION

PS 724915L

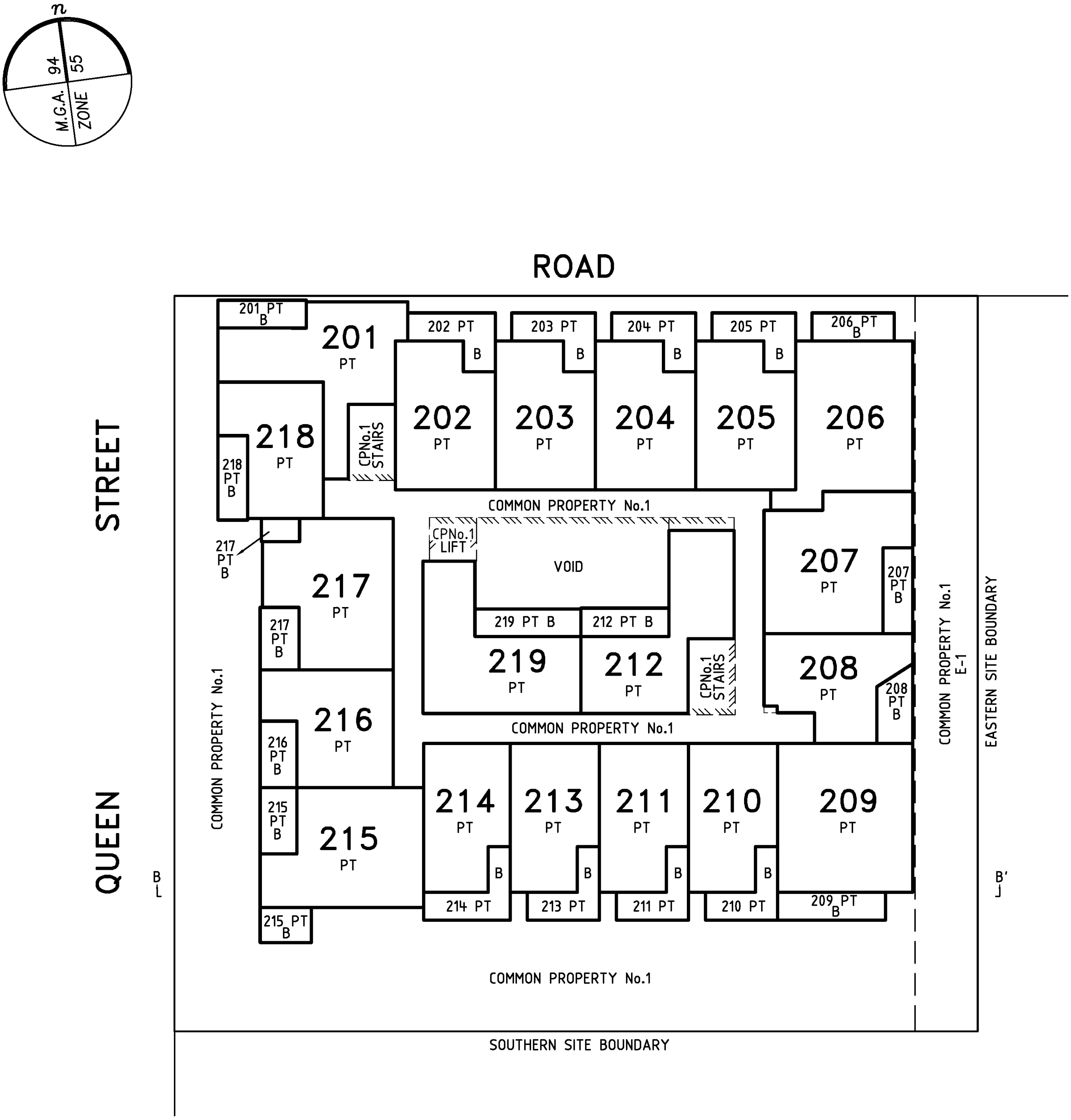

DIAGRAM 7
SECOND STOREY

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
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16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ROSS NICHOLSON		SCALE 1:250	2·5 0 5 10 LENGTHS ARE IN METRES
DATE 01/05/18	REFERENCE 29899003		ORIGINAL SHEET SIZE A3
VERSION G	DRAWING 2989900AG		SHEET 12

Digitally signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd),
Surveyor's Plan Version (G),
27/03/2018, SPEAR Ref: S107363V

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PLAN OF SUBDIVISION

PS 724915L

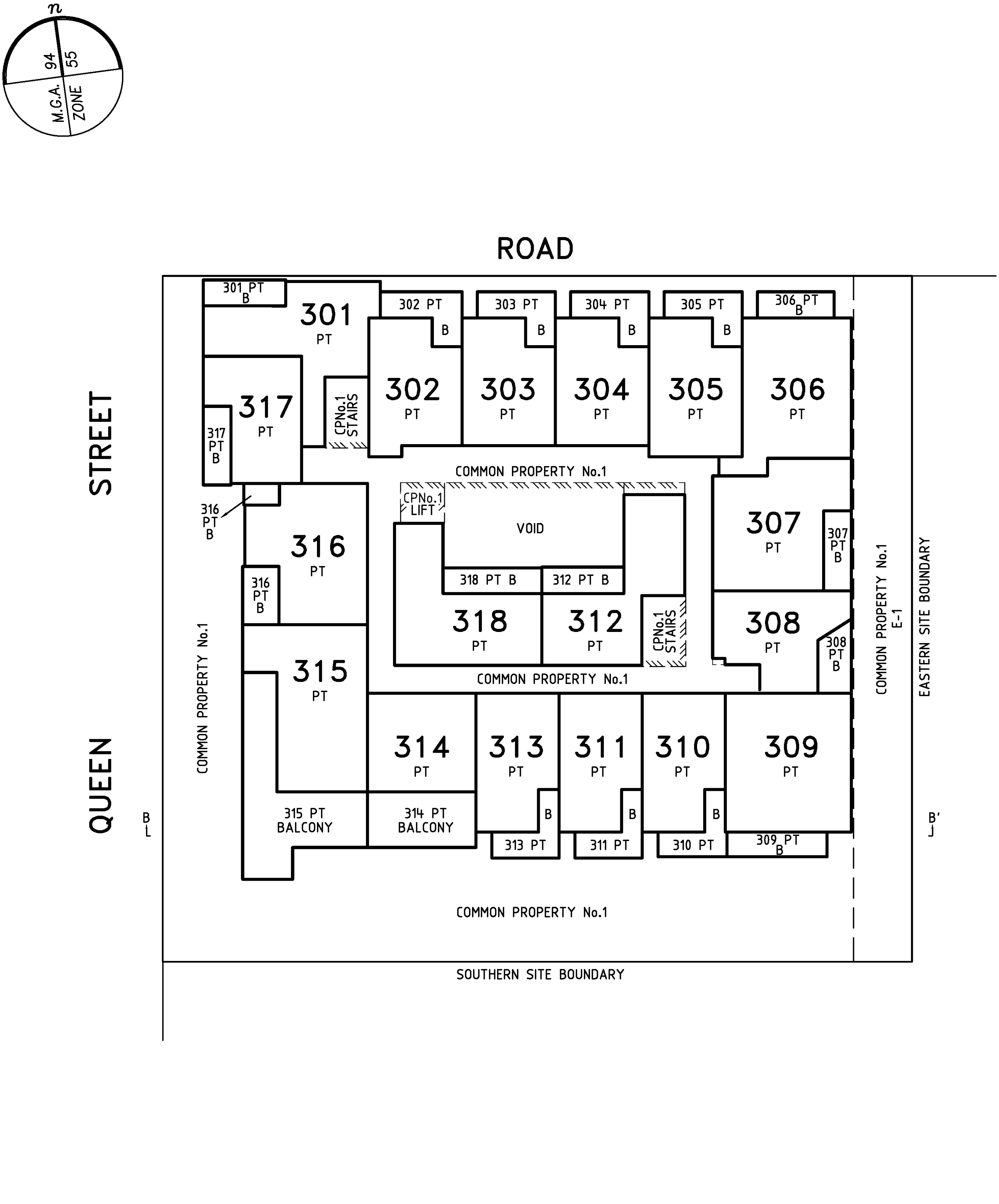

DIAGRAM 8
THIRD STOREY

LICENSED SURVEYOR ROSS NICHOLSON		SCALE 1:250	2·5 0 5 10 LENGTHS ARE IN METRES
DATE 01/05/18	REFERENCE 29899003		ORIGINAL SHEET SIZE A3
VERSION G	DRAWING 2989900AG		SHEET 13

Bosco Jonson Pty Ltd
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Amended by: Ross Andrew Nicholson, 02/05/2018.

PLAN OF SUBDIVISION

PS 724915L

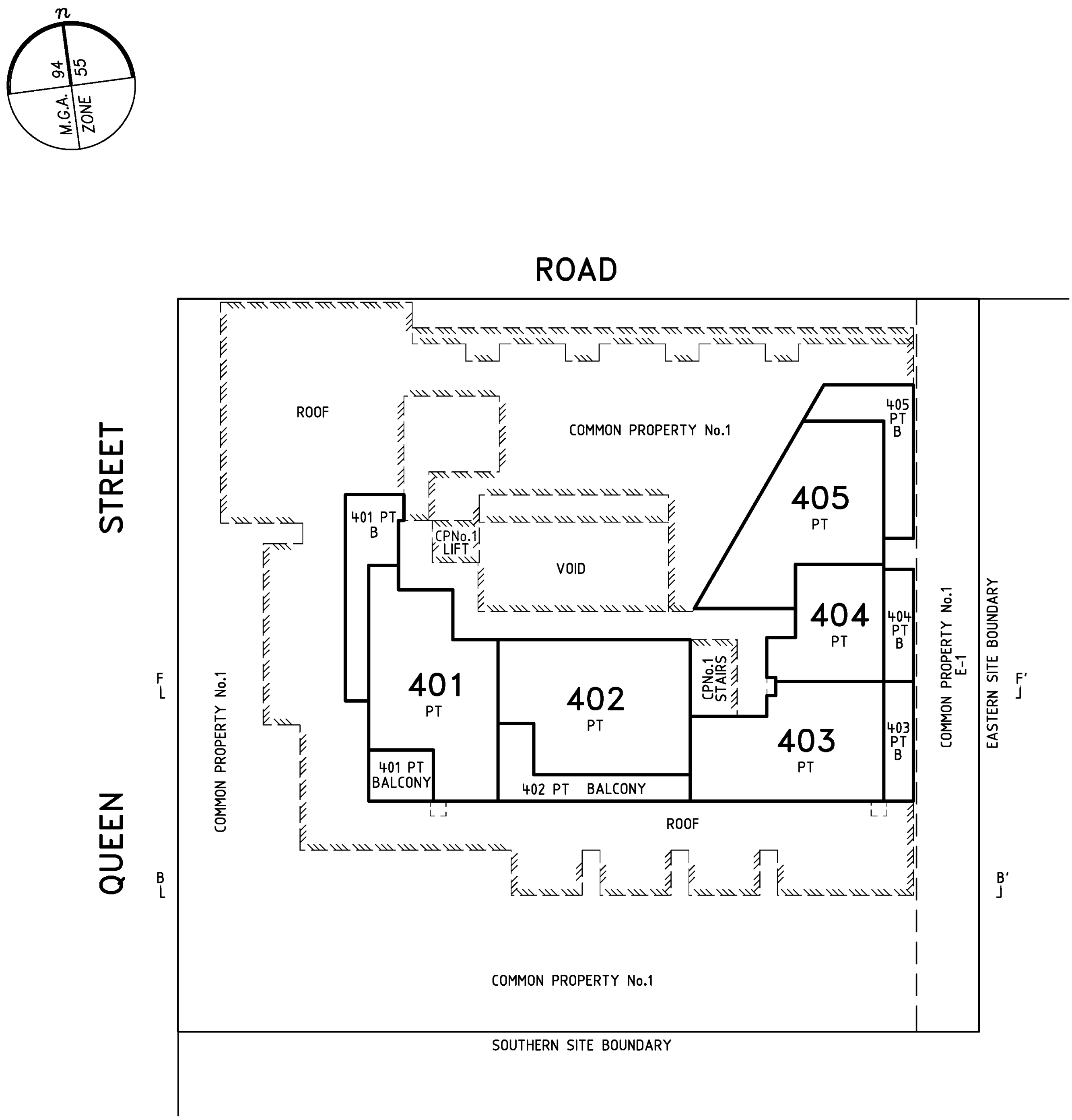

DIAGRAM 9

FOURTH STOREY

Bosco Jonson Pty Ltd A.B.N 15 169 138 827 P.O. Box 5075, South Melbourne, Vic 3205 16 Eastern Road South Melbourne Vic 3205 Australia Tel 03) 9699 1400 Fax 03) 9699 5992	LICENSED SURVEYOR ROSS NICHOLSON	SCALE 1:250	2·5 0 5 10 LENGTHS ARE IN METRES
	DATE 01/05/18 REFERENCE 29899003 VERSION G DRAWING 2989900AG		ORIGINAL SHEET SIZE A3 SHEET 14
	Digitally signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd), Surveyor's Plan Version (G), 27/03/2018, SPEAR Ref: S107363V	Digitally signed by: Whitehorse City Council, 11/04/2018, SPEAR Ref: S107363V	

Amended by: Ross Andrew Nicholson, 02/05/2018.

PLAN OF SUBDIVISION

PS 724915L

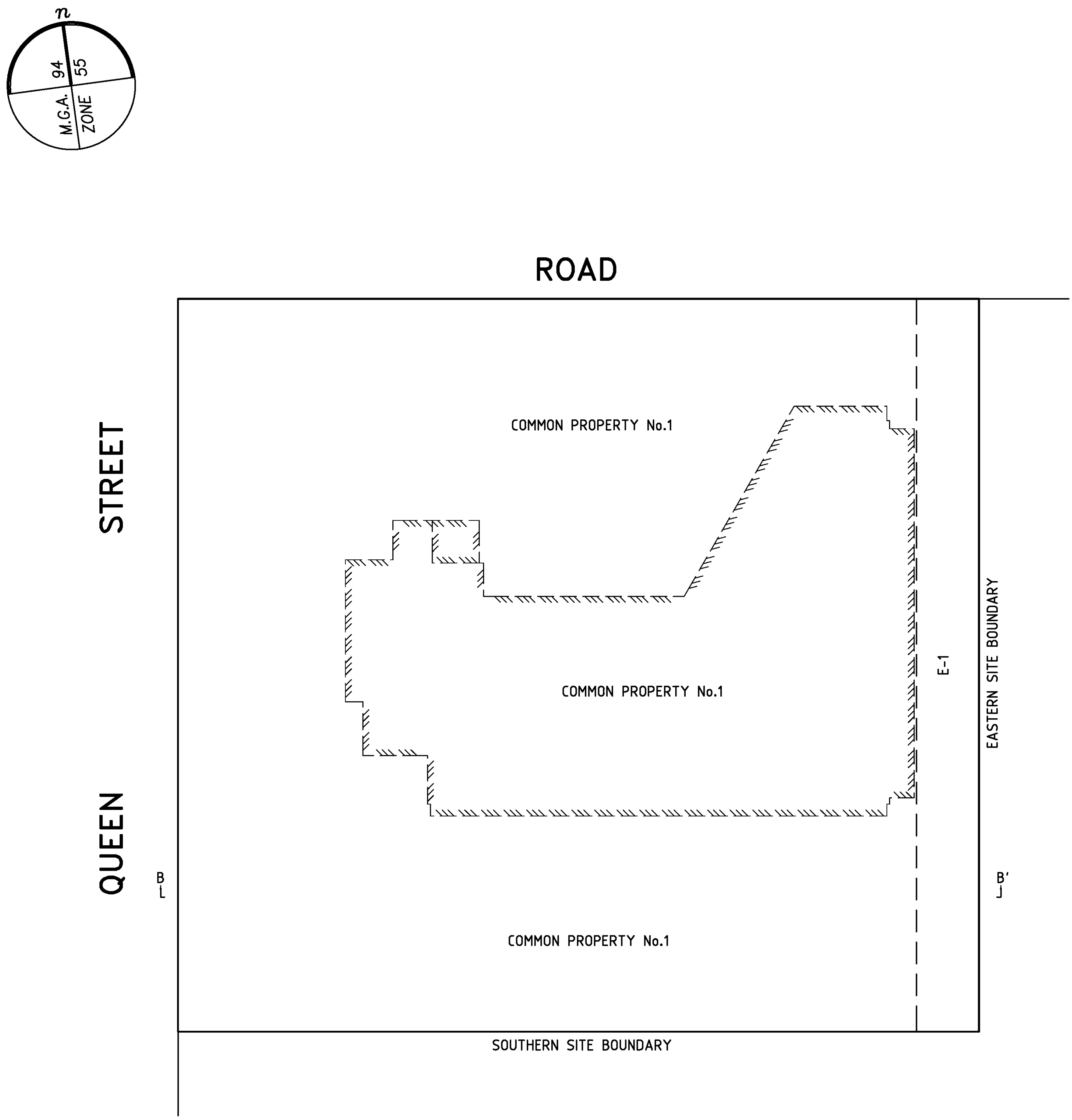

DIAGRAM 10
TOPMOST STOREY

Bosco Jonson Pty Ltd
A.B.N 15 169 138 827
P.O. Box 5075, South Melbourne, Vic 3205
16 Eastern Road South Melbourne
Vic 3205 Australia
Tel 03) 9699 1400 Fax 03) 9699 5992

LICENSED SURVEYOR ROSS NICHOLSON		SCALE 1:250	2·5 0 5 10 LENGTHS ARE IN METRES
DATE 01/05/18	REFERENCE 29899003		ORIGINAL SHEET SIZE A3
VERSION G	DRAWING 2989900AG		SHEET 15

Digitally signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd),
Surveyor's Plan Version (G),
27/03/2018, SPEAR Ref: S107363V

Digitally signed by:
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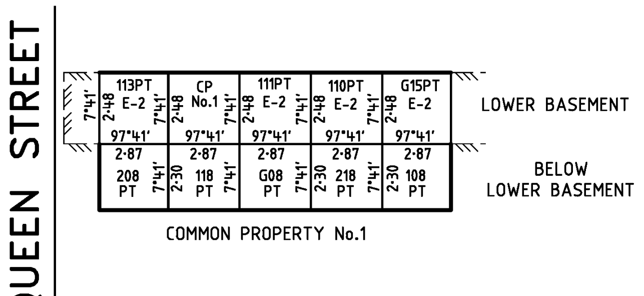
11/04/2018,
SPEAR Ref: S107363V

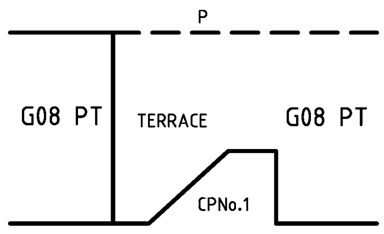
Amended by: Ross Andrew Nicholson, 02/05/2018.

PLAN OF SUBDIVISION

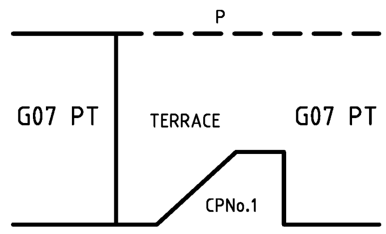
PS 724915L



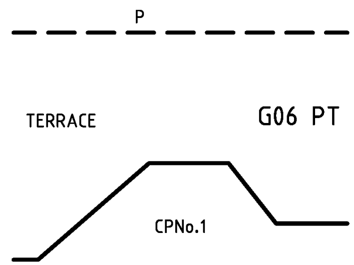
SECTION A-A'
NOT TO SCALE



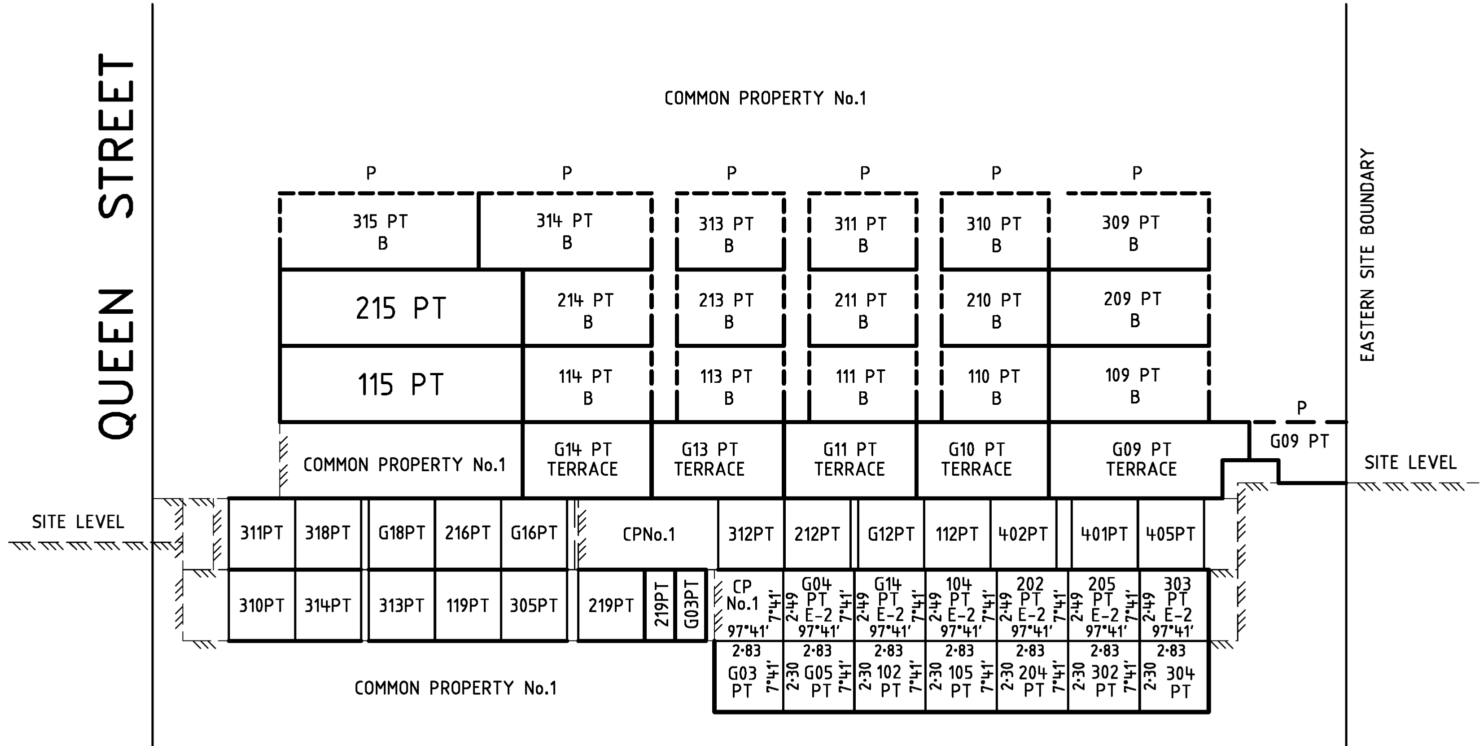
SECTION C-C'
NOT TO SCALE



SECTION D-D'
NOT TO SCALE



SECTION E-E'
NOT TO SCALE



SECTION B-B'
NOT TO SCALE

TOPMOST STOREY

FOURTH STOREY

THIRD STOREY
TYPICAL FOR LOTS ON THIS LEVEL

SECOND STOREY
TYPICAL FOR LOTS ON THIS LEVEL

FIRST STOREY
TYPICAL FOR LOTS ON THIS LEVEL

GROUND LEVEL
TYPICAL FOR LOTS ON THIS LEVEL

UPPER BASEMENT LEVEL
TYPICAL FOR LOTS ON THIS LEVEL

LOWER BASEMENT LEVEL
TYPICAL FOR LOTS ON THIS LEVEL

BELOW LOWER BASEMENT LEVEL
TYPICAL FOR LOTS ON THIS LEVEL

Bosco Jonson Pty Ltd
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Vic 3205 Australia
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LICENSED SURVEYOR ROSS NICHOLSON

DATE 01/05/18 REFERENCE 29899003
VERSION G DRAWING 2989900AG

2·5 0 5 10
LENGTHS ARE IN METRES

SCALE 1:250

ORIGINAL SHEET SIZE A3
SHEET 16

Digitally signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd),
Surveyor's Plan Version (G),
27/03/2018, SPEAR Ref: S107363V

Digitally signed by:
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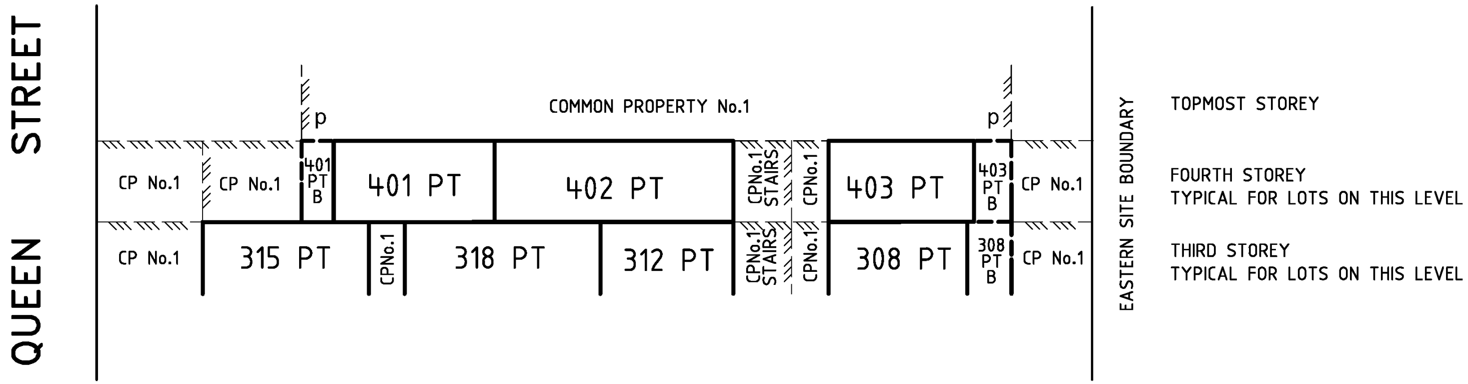
11/04/2018,
SPEAR Ref: S107363V

Amended by: Ross Andrew Nicholson, 02/05/2018.

PLAN OF SUBDIVISION

PS 724915L



SECTION F-F'
NOT TO SCALE

Bosco Jonson Pty Ltd
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Vic 3205 Australia
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LICENSED SURVEYOR ROSS NICHOLSON

DATE 01/05/18 REFERENCE 29899003
VERSION G DRAWING 2989900AG

2·5 0 5 10
LENGTHS ARE IN METRES

SCALE 1:250

ORIGINAL SHEET SIZE A3
SHEET 17

Digitally signed by: Ross Andrew Nicholson (Bosco Jonson Pty Ltd),
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27/03/2018, SPEAR Ref: S107363V

Digitally signed by:
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11/04/2018,
SPEAR Ref: S107363V

Amended by: Ross Andrew Nicholson, 02/05/2018.

Owners Corporation Search Report

Produced: 08/07/2026 02:44:53 PM

OWNERS CORPORATION 1
PLAN NO. PS724915L

The land in PS724915L is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 101 - 119, 201 - 219, 301 - 318, 401 - 405, G01, G10, G11, G12, G13, G14, G15, G16, G17, G18, G02, G03, G04, G05, G06, G07, G08, G09, ST02, ST03, ST07.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
MELBOURNE OWNERS CORPORATION SERVICES APARTMENT G07 12 CATO STREET HAWTHORN EAST VIC 3123

OC039080G 02/05/2018

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. OC039081E 02/05/2018

Additional Owners Corporation Information:
OC039080G 02/05/2018

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	44	44
Lot 102	38	38
Lot 103	38	38
Lot 104	38	38
Lot 105	38	38

Owners Corporation Search Report

Produced: 08/07/2026 02:44:53 PM

OWNERS CORPORATION 1
PLAN NO. PS724915L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	50	50
Lot 107	49	49
Lot 108	33	33
Lot 109	55	55
Lot 110	34	34
Lot 111	33	33
Lot 112	46	46
Lot 113	35	35
Lot 114	34	34
Lot 115	44	44
Lot 116	37	37
Lot 117	48	48
Lot 118	32	32
Lot 119	54	54
Lot 201	44	44
Lot 202	39	39
Lot 203	39	39
Lot 204	39	39
Lot 205	39	39
Lot 206	50	50
Lot 207	49	49
Lot 208	34	34
Lot 209	56	56
Lot 210	34	34
Lot 211	34	34
Lot 212	38	38
Lot 213	35	35
Lot 214	34	34
Lot 215	45	45

Owners Corporation Search Report

Produced: 08/07/2026 02:44:53 PM

OWNERS CORPORATION 1
PLAN NO. PS724915L

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

Land Parcel	Entitlement	Liability
Lot 216	37	37
Lot 217	48	48
Lot 218	33	33
Lot 219	44	44
Lot 301	45	45
Lot 302	39	39
Lot 303	39	39
Lot 304	39	39
Lot 305	38	38
Lot 306	51	51
Lot 307	51	51
Lot 308	34	34
Lot 309	56	56
Lot 310	35	35
Lot 311	35	35
Lot 312	39	39
Lot 313	35	35
Lot 314	35	35
Lot 315	53	53
Lot 316	49	49
Lot 317	33	33
Lot 318	45	45
Lot 401	65	65
Lot 402	66	66
Lot 403	58	58
Lot 404	35	35
Lot 405	61	61
Lot G01	46	46
Lot G10	36	36

Owners Corporation Search Report

Produced: 08/07/2026 02:44:53 PM

OWNERS CORPORATION 1
PLAN NO. PS724915L

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot G11	36	36
Lot G12	48	48
Lot G13	36	36
Lot G14	37	37
Lot G15	36	36
Lot G16	39	39
Lot G17	53	53
Lot G18	56	56
Lot G02	40	40
Lot G03	40	40
Lot G04	40	40
Lot G05	40	40
Lot G06	54	54
Lot G07	54	54
Lot G08	37	37
Lot G09	64	64
Lot ST02	1	1
Lot ST03	1	1
Lot ST07	1	1
Total	**3382.00**	**3382.00**

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

Statement End.

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

ABN: 39549568822

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

LAND INFORMATION CERTIFICATE

Local Government Act 1989 - Section 229

Certificate Number: 409
Date of Issue: 13 July 2026
Applicant's Reference: 81166430-001-2

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

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

Assessment Number:	10075878	**Check Digit**: 8
Property Description:	Lot 313 PS 724915	
Property Address:	313/1 Queen Street, BLACKBURN VIC 3130	

The Council uses Capital Improved Value (CIV) for rating purposes. The current level of values date is 01-Jan-2026 and the date on which the valuation became operative for rating purposes for this property is 01-Jul-2026.

Site Value:	$65,000
Capital Improved Value:	$320,000
Net Annual Value:	$16,000

RATES AND CHARGES LEVIED FOR THE PERIOD 1 JULY 2026 TO 30 JUNE 2027
DECLARED BY COUNCIL 22 JUNE 2026
EMERGENCY SERVICES AND VOLUNTEER FUND (ESVF) RAISED FOR THE PERIOD 1 JULY 2026 TO 30 JUNE 2027

General Rates	452.45
ESVF Fixed Charge	139.00
ESVF Variable Rate	55.35
Waste Service Charges	79.55
TOTAL CURRENT LEVIED	**$726.35**

OTHER CHARGES

Arrears	0.00
Interest	0.00
Legal Costs	0.00
Other Charges	0.00
TOTAL	**$0.00**

TOTAL AMOUNT OUTSTANDING **$726.35**

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

NOTE:

<u>Section 175 *Local Government Act 1989* and Section 32 *Fire Services Property Amendment (Emergency Services and Volunteers Fund) Act 2025*</u>
A person who becomes the owner of rateable or leviable land must pay any rate, charge or levy on the land which is current; and any arrears of rates, charges or levies (including interest on those rates, charges or levies) on the land which are due and payable.

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

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

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

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

For the 2026/2027 rating year, due dates for instalments are 30 September 2026, 30 November 2026, 28 February 2027 and 31 May 2027. Due date for lump sum payment is 15 February 2027.

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

A. There are no monies owed for works under the *Local Government Act 1958*.

B. There is no potential liability for rates under the *Cultural and Recreational Lands Act 1963*.

C. There is no potential liability for land to become rateable under sections 173 or 174A of the *Local Government Act 1989*.

D. There are no outstanding monies required to be paid for recreational purposes or any transfer of land to the Council for recreational purposes under section 18 of the *Subdivision Act 1988* or the *Local Government Act 1958*.

E. There are no monies owed under Section 227 of the *Local Government Act 1989*.

F. There are no notices or orders on the land which has continuing application under the *Local Government Act 1958*, the *Local Government Act 1989* or under a local law of the Council.

G. At the time of writing there are no monies owed in relation to the land under section 94(5) of the *Electricity Industry Act 2000*.

H. At the time of writing there are no environmental upgrade charges in relation to the land which is owed under section 181C of the *Local Government Act 1989.*

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

Additional information

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

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

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

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

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

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

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

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

COMMENTS:

Authorised Officer:

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

Payment of rates and charges outstanding can be made by:

- Bpay – Biller Code: 18325 Reference Number: 0100758788
- On Council's website at: http://www.whitehorse.vic.gov.au/Online-Payment.html

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

YARRA VALLEY WATER
ABN 93 066 902 501

25 Lucknow Street
Mitcham Victoria 3132

Ph: 1300 304 688

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

14th July 2026

Unknown C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

Dear Unknown C/- LANDATA,

RE: Application for Water Information Statement

Property Address	1 QUEEN STREET BLACKBURN 3130
Applicant	Unknown C/- Landata LANDATA
Information Statement	31049306
Conveyancing Account Number	7959580000
Your Reference	569390

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	313/1 QUEEN STREET BLACKBURN 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.

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	313/1 QUEEN STREET BLACKBURN 3130

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

Yarra Valley Water Information Statement Number: 31049306	Address	1 QUEEN STREET BLACKBURN 3130
	Date	14/07/2026
	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

Unknown C/- LANDATA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7959580000
Rate Certificate No: 31049306

Date of Issue: 14/07/2026
Your Ref: 569390

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 313/1 QUEEN ST, BLACKBURN VIC 3130	313\PS724915	5049768	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01/07/2026 to 30/09/2026	$22.30	$22.30
Residential Water and Sewer Usage Charge *Step 1 - 7.000000KL x $3.57240000 = $25.01* Estimated Average Daily Usage $0.28	21/01/2026 to 21/04/2026	$25.01	$0.00
Residential Sewer Service Charge	01/07/2026 to 30/09/2026	$127.37	$127.37
Parks Fee	01/07/2026 to 30/09/2026	$23.25	$23.25
Drainage Fee	01/07/2026 to 30/09/2026	$32.91	$32.91
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		$205.83

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 01/07/2026, Residential Water Usage is billed using the following step pricing system: 285.94 cents per kilolitre for the first 440 litres per day; 365.48 cents per kilolitre for 441-880 litres per day and 541.45 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 01/07/2026, Residential Water and Sewer Usage is billed using the following step pricing system: 383.13 cents per kilolitre for the first 440 litres per day; 502.68 cents per kilolitre for 441-880 litres per day and 584.03 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 01/07/2026, Residential Recycled Water Usage is billed 201.33 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

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

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

Property No: 5049768

Address: UNIT 313/1 QUEEN ST, BLACKBURN VIC 3130

Water Information Statement Number: 31049306

HOW TO PAY

Biller Code: 314567
Ref: 21736661592

Amount Paid		**Date Paid**		**Receipt Number**	

Property Clearance Certificate

Land Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / LEAD CONVEYANCING

Your Reference:	86425: M-VM-PRO09-86425 (L
Certificate No:	10453541
Issue Date:	10 JUL 2026
Enquiries:	ESYSPROD

Land Address: UNIT 313, 1 QUEEN STREET BLACKBURN VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44900935	313	724915	11977	832	$0.00

Vendor: LOUIS PROUD

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR LOUIS VALENTINE PROUD	2026	$60,000	$0.00	$0.00	$0.00

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

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

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):	$320,000
SITE VALUE (SV):	$60,000
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 10453541

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

7. A Certificate showing no liability for the land does not mean that the land is exempt from land tax. It means that there is nothing to pay at the date of the Certificate.

8. An updated Certificate may be requested free of charge via our website, if:
   - The request is within 90 days of the original Certificate's issue date, and
   - There is no change to the parties involved in the transaction for which the Certificate was originally requested.

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $500.00

Taxable Value = $60,000

Calculated as $500 plus ($60,000 - $50,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $3,200.00

Taxable Value = $320,000

Calculated as $320,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code: 5249
Ref: 10453541

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: 10453541

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 updates are available at **sro.vic.gov.au/certificates**

Property Clearance Certificate

Commercial and Industrial Property Tax

STATE REVENUE OFFICE VICTORIA

INFOTRACK / LEAD CONVEYANCING

Your Reference:	86425: M-VM-PRO09-86425 (LEAD
Certificate No:	10453541
Issue Date:	10 JUL 2026
Enquires:	ESYSPROD

Land Address: UNIT 313, 1 QUEEN STREET BLACKBURN VIC 3130

Land Id	Lot	Plan	Volume	Folio	Tax Payable
44900935	313	724915	11977	832	$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:	$320,000
SITE VALUE:	$60,000
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 10453541

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 / LEAD CONVEYANCING

Your Reference:	86425: M-VM-PRO09-86425 (LEAD
Certificate No:	10453541
Issue Date:	10 JUL 2026

Land Address: UNIT 313, 1 QUEEN STREET BLACKBURN VIC 3130

Lot	Plan	Volume	Folio
313	724915	11977	832

Vendor: LOUIS PROUD

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: 10453541

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: 10453546

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: 10453546

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.

Property Clearance Certificate updates are available at **sro.vic.gov.au/certificates**

MOCS
MELBOURNE OWNERS CORPORATION SERVICES

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

OWNERS CORPORATION CERTIFICATE

s.151(4)(a) Owners Corporations Act 2006 and r.16 Owners Corporations Regulations 2018

Owners Corporation 1 on Plan of Subdivision No. 724915L
'Sovereign Blackburn' – 1 Queen Street, Blackburn, VIC 3130

This certificate is issued for:	Owners Corporation 1 Plan No. PS724915L Lot 313/1 Queen Street, Blackburn VIC 3130
The postal address is:	313/1 Queen Street, Blackburn VIC 3130
Applicant for certificate:	InfoTrack on behalf of Lead Conveyancing
Delivery address for certificate:	Via email: ownerscorp@infotrack.com.au

IMPORTANT:
The information in this certificate is issued on 17/07/2026. We will provide an update in writing to the levy paid-to-date without additional charges if the request is made within 90 days of the certificate being issued. The request for update should be sent to info@mocs.com.au . A new certificate should be obtained for if the previous certificate has been issued for more than 90 days. A new certificate is recommended prior to settlement.

(a) The current annual fees for the financial year 01/05/25 to 30/04/26 for the above lot are **$3,062.24** payable quarterly in advance.

Levy Description	Admin Fund	Maintenance Fund	TOTAL DUE	Due Date	STATUS
Quarterly Levy 01/05/26 to 31/07/26	$529.35	$236.21	$765.56	01/05/26	Paid
Quarterly Levy 01/08/26 to 31/10/26	$529.35	$236.21	$765.56	01/08/26	Paid
Quarterly Levy 01/11/26 to 31/01/27	$529.35	$236.21	$765.56	01/11/26	Unpaid
Quarterly Levy 01/02/27 to 30/04/27	$529.35	$236.21	$765.56	01/02/27	Unpaid

IMPORTANT NOTE:
Please note that the fees noted above are for financial period 01/05/25 to 30/04/26. The budget and levy contributions for the new financial period commencing 01/05/26 have not yet been resolved at an AGM. The quarterly levy noted above for period 01/05/26 to 30/04/27 may be adjusted depending on the new budget/fees approved at the next AGM.

(b) **The date up to which the fees for the lot have been paid*:***
31/10/26

(c) **The total of any unpaid fees or charges for the lot is:**
Nil.

(d) **The special fees or levies which have been struck, the dates on which they were struck, and the dates they are payable are:**
Nil.

(e) **Are there any repairs, maintenance or other work which has been, or is about to be, performed which may incur additional charges to those set out in (a) to (d) above?**
None known to the Manager as at the date of this certificate.

(f) **The Owners Corporation presently has the following insurance cover:**
A copy of the Certificate of Currency is attached to this Owners Corporation Certificate.

(g) **Has the Owners Corporation resolved that the members may arrange their own insurance under section 63 of the Act?**
The Owners Corporation has NOT resolved that members may arrange their own insurance under Section 63 of the Act.

(h) **The total funds held by the Owners Corporation as at 30/04/2026 are**:
Please refer to attached Balance Sheet.

(i) **Are there any liabilities of the Owners Corporation that are not covered by annual fees, special levies and repairs and maintenance as set out in (a) to (e) above?**
None known to the Manager as at the date of this certificate.

(j) **Are there any current contracts, leases, licenses or agreements affecting the common property?**
- Contract of Appointment of Owners Corporation Manager with Melbourne Owners Corporation Services Pty Ltd.
- Fire Indicator Panel Monitoring Agreement with ADT Fire Monitoring for the provision of fire alarm monitoring services for a term of three (3) years.
- Network Access Agreement with Foxtel for the provision of services to Lot Owners or Occupiers of lots by way of subscription television services (at the Lot Owner or Occupiers own expense) in accordance with the terms and conditions as set out in Network Access Agreement.

- Hot Water Plant, Hot Water Metering and Cooktop Services Deed with OC Energy Pty Ltd (ACN 144 655 514) for the metering and billing of hot water and the supply and billing of cooker gas for the building and provision of services to Lot Owners or Occupiers of lots in accordance with the terms and conditions as set out in the Hot Water Plant, Hot Water Metering and Cooktop Services Deed.
- Embedded Network Deed with OC Energy Pty Ltd (ACN 144 655 514) for the establishment and operation of an electrical embedded network at the property and provision of services to Lot Owners or Occupiers of lots by way of providing electricity supply to the lots in accordance with the terms and conditions as set out in the Embedded Network Management Agreement.
- A service and maintenance agreement with V-Installation & Services in respect of the car stacker equipment provided for the exclusive use of Lots G03, G04, G05, G08, G14, G15, 102, 104, 105, 108, 110, 111, 113, 118, 202, 204, 205, 208, 218, 302, 303 and 304 with all costs associated with the servicing, inductions, and/or additional callout charges to be borne by the Lot Owner whom wholly or substantially benefits from being provided with the service pursuant to Section 28(3) of the *Owners Corporations Act* 2006.

(k) Are there any current agreements to provide services to lot owners, occupiers or the public?

- A service and maintenance agreement with V-Installation & Services in respect of the car stacker equipment provided for the exclusive use of Lots G03, G04, G05, G08, G14, G15, 102, 104, 105, 108, 110, 111, 113, 118, 202, 204, 205, 208, 218, 302, 303 and 304 with all costs associated with the servicing, inductions, and/or additional callout charges to be borne by the Lot Owner whom wholly or substantially benefits from being provided with the service pursuant to Section 28(3) of the *Owners Corporations Act* 2006.

(l) Are there any notices or orders served on the owner's corporation in the last 12 months that have not been satisfied?
None known to the Manager as at the date of this certificate.

(m) Are there any legal proceedings to which the owner's corporation is a party and any circumstances of which the Owners Corporation is aware that are likely to give rise to proceedings?
None known to the Manager as at the date of this certificate.

(n) Has the Owners Corporation appointed, or resolved to appoint, a manager?
The appointed Owners Corporation Manager is:

Melbourne Owners Corporation Services Pty Ltd (ABN: 96 164 870 464)
PO Box 2228, Hawthorn, VIC 3122
Phone: 03 9818 2488
Email: info@mocs.com.au

(o) Has an administrator been appointed for the Owners Corporation, or has there been a proposal for the appointment of an administrator?
The Owners Corporation has not appointed, or is seeking a proposal for the appointment of an administrator.

(p) Documents required to be attached to the Owners Corporation Certificate are:

- A copy of Schedule 3 of the Owners Corporations Regulations 2018 entitled "Statement of Advice and Information for Prospective Purchasers and Lot Owners";
- A copy of the latest Minutes of the Annual General Meeting;
- A copy of the OC Balance Sheet;
- A copy of the Certificate of Currency;
- A copy of the Special Rules of the Owners Corporation.

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

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

Date: 17/07/2026

……………………………………………………………………………………
On behalf of Owners Corporation 1 on Plan of Subdivision No. 724915L
Kelly Wong
Melbourne Owners Corporation Services Pty Ltd
PO Box 2228, HAWTHORN, VIC 3122

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

Schedule 3, Regulation 17, Owners Corporations Regulations 2018 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 Use Victoria.

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

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

Owners Corporation rules
The owners corporation rules may deal with matters such as car parking, noise, pets, the appearance or use of lots, behaviour of owners, occupiers or guests and grievance procedures. You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability
The plan of subdivision will also show your lot entitlement and lot liability. Lot liability represents the share of owners corporation expenses that each lot owner is required to pay. Lot entitlement is an owner's share of ownership of the common property, which determines voting rights. You should make sure that the allocation of lot liability and entitlement for the lot you are considering buying seems fair and reasonable.

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

Management of an Owners Corporation
An owners corporation may be self-managed by the lot owners or professionally managed by an owners corporation manager. If an owners corporation chooses to appoint a professional manager, it must be a manager registered with the Business Licensing Authority (BLA).

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

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MINUTES OF ANNUAL GENERAL MEETING

OWNERS CORPORATION PLAN NO. PS724915L

SOVEREIGN BLACKBURN, 1 QUEEN STREET, BLACKBURN VIC 3130

DATE, PLACE & TIME OF MEETING:

An Annual General Meeting of the Owners Corporation was held on:

Date: Friday, 22nd August 2025
Time: 1:00 PM
Venue: G01/12 Cato Street, Hawthorn East VIC 3123 and via Zoom

1. QUORUM:

In attendance:
Lot G3 Ivy Hajduk
Lot G9 George Thavarajah
Lot 111 Breahna Harry
Lot 214 Minran Li
Lot 303 Luke Buchanan
Lot 304 Jason Bates

Proxies:
Lot 209 Deborah Rankin in favour of Ross Jacques
Lot 314 Aditya Sudarshan in favour of Ross Jacques
Lot 401 Kok Pie Cheng (Jessie) in favour of Ross Jacques

Apologies:
Lot 108 Kitty Chan
Lot 112 Weng Nie (Winnie) Peng
Lot 209 Deborah Rankin
Lot 314 Aditya Sudarshan

Present (no voting rights):
Veronica Yuanita – Owners Corporation Manager – MOCS
Jie Zhang – Assistant Owners Corporation Manager – MOCS

Quorum:
As 9 of the 82 lots (units of entitlements 405 out of 3382) were present in person or via proxy, a quorum was not present. All decisions made at the meeting are deemed interim decisions. These interim decisions will become decisions of the Owners Corporation if no petition (from Lot Owners representing at least 25% of the total lot entitlements) is received within 28 days of the interim decision.

2. CHAIRPERSON:

It was resolved:

To appoint Veronica Yuanita to chair the meeting.

3. MINUTES: It was resolved:

That the minutes of the previous Annual General Meeting held on 23/08/2024 as attached to the Notice of Meeting be accepted.

4. INSURANCE: It was resolved:

a) That the insurance policy certificate of currency as attached to the Notice of Meeting be accepted.

b) To accept to have an Insurance Valuation carried out on the Building and Common Contents every 5 years and the Owners Corporation to amend the insurance cover in accordance with the recommendations of each valuation that is prepared.

c) That the responsible party for the causation of damages or loss is responsible to pay the insurance claim excess. For the avoidance of doubt, if the event that causes damage emanates from the common property, the excess will be paid by the Owners Corporation. If it is deemed that a private lot has caused the resultant damages, then the excess is to be paid by the relevant lot owner.

Note:

- The insurance policy is based on the valuation dated 25/09/2019.
- The onus is on the Owners Corporation to obtain a valuation, a minimum of every five years.
- The Owners Corporation insurance policy does not cover legal liability within each private lot, nor does it cover fixtures, fittings (such as carpets, light fittings, window furnishings) and contents. We strongly recommend that individual Lot Owners ensure that adequate insurance is in place to cover these items.
- Rental providers (a.k.a landlords) are strongly recommended to obtain landlord insurance policy.
- Rental providers should advise their renters (a.k.a tenants) that renters insurance should be obtained.
- If no responsible party was determined, the insurance excess is payable by the party who benefits from the claim.

5. REPORTS: It was resolved:

To accept the following reports:

a) Manager’s Report
b) Committee Report

6. FINANCIAL REPORTS: It was resolved:

a) That the reviewed financial statements for the period 01/05/2024 to 30/04/2025 as attached to the Notice of Meeting be accepted.

b) To undertake an annual financial review for the period ending 30/04/2026

7. BUDGET & CONTRIBUTIONS: It was resolved:

a) That the proposed Administration Fund Budget for the period 01/05/2025 to 30/04/2026, as attached to the Notice of Meeting be accepted.

b) That the Administration Fund contribution be set at $186,000.00 plus GST per annum to commence on 01/05/2025.

c) That the proposed Maintenance Fund Budget for the period 01/05/2025 to 30/04/2026 as attached be tabled and adopted.

d) That the Maintenance Fund contribution be set at $83,000.00 plus GST per annum to commence on the 01/05/2025.

e) That the Administration Fund & Maintenance Fund contributions be paid in advance in quarterly instalments, unless changed at a general meeting, the instalments being due on 1st May, 1st August, 1st November and 1st February of each year.

f) That an adjustment levy totaling $6,708.00 plus GST be struck and levied on a Unit of Lot Liability basis to collect the increase in the Administrative & Maintenance Fund levy contributions for the period 01/05/2025 to 31/10/2025. The adjustment levy is due and payable on 01/11/2025.

8. ARREARS & PENALTY INTEREST: It was resolved:

a) That Owners Corporation Plan No. PS724915L continues to charge penalty interest on money owed by a Member 28 day after the due date, in accordance with fees and charges set under Section 29(1) and (2) of the Owners Corporations Act 2006. The rate of interest charged must not exceed the maximum rate of interest payable in accordance with the Penalty Interest Rates Act 1983.

b) That Owners Corporation Plan No. PS724915L arrange for the services of a lawyer, debt collection agency and/or apply to VCAT or a court of competent jurisdiction to recover debt from Members as required.

c) That a Member shall be liable on an indemnity basis to the Owners Corporation for all legal costs incurred by the Owners Corporation to legal practitioners and/or Melbourne Owners Corporation Services Pty Ltd in recovering or attempting to recover monies outstanding from the Member to the Owners Corporation, or in relation to rectifying a default or breach of the Owner Corporations Act 2006, Regulations or the Rules of the Owners Corporation.

d) That Owners Corporation Plan No. PS724915L delegates the powers to Melbourne Owners Corporation Services Pty Ltd to waive any penalty interests (excluding levies) up to $10.00. All other amounts require approval from the Committee.

Note:

- Members are reminded that if their arrears are more than $1,000.00 and/or in arrears for more than two quarters the debt is automatically passed to the Owner Corporations lawyers for debt collection.

- Members are also reminded that the onus is with the Member to ensure that they inform Melbourne Owners Corporation Services Pty Ltd of any change to their mailing address for all correspondence.

9. APPOINTMENT OF COMMITTEE:

It was resolved:

a) That the following persons be elected to the Committee for Owners Corporation Plan No. 724915L.

Lot G03 Ivy Hajduk
Lot 112 Weng Nie (Winnie) Peng
Lot 209 Deborah Rankin
Lot 303 Luke Buchanan
Lot 304 Jason Bates
Lot 314 Aditya Sudarshan
Lot 401 Ross Jacques

b) That the Chairperson of Owners Corporation be elected at the first Committee Meeting.

c) That the Secretary of the Owners Corporation be elected at the first Committee Meeting.

It was noted that at least three members of the Committee be members of the Grievance Committee as needed.

10. INSTRUMENT OF DELEGATION:

It was resolved:

a) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to the Owners Corporation Committee to ensure the efficient and effective operation of the Owners Corporation except for the removal/termination of the Committee or officer of the owners corporation (including the Manager), or a power or function that requires a unanimous resolution or a special resolution.

b) That in accordance with Section 11 of the Owners Corporations Act 2006, to delegate the powers and functions to Melbourne Owners Corporation Services Pty Ltd, to carry out the functions and duties as set out in the Contract of Appointment.

11. ESSENTIAL SAFETY:

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

12. GENERAL BUSINESS:

12.1 Lift Carpet

The Owners Corporation discussed the current lift carpet and the possibility of replacing it with a more durable option. It was resolved that MOCS will obtain and explore replacement options and present them to the upcoming Committee meeting for review and consideration. Action: MOCS.

12.2 Cigarette Butts and Smoking on Common Property

Members noted concerns regarding the inappropriate disposal of cigarette butts and smoking on common property. It was resolved that MOCS issue a reminder notice to all residents regarding the proper disposal of cigarette butts and to remind them that smoking is not permitted in common property areas, including stairwells and carpark areas. Action: MOCS.

13. CLOSE OF MEETING:

There being no further business, the meeting closed at 1:29PM.

Flex insurance
w: www.flexinsurance.com.au

Certificate of Currency Residential Strata Insurance Plan

Policy No	**HQ**0006145554
Policy Wording	FLEX INSURANCE RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	12/04/2026 to 12/04/2027 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 724915
Situation	1-5 QUEEN STREET BLACKBURN VIC 3130
Additional description	1-3 AND 5A QUEEN STREET, BLACKBURN VIC 3130

Cover Selected / Sum Insured

Cover Selected		Sum Insured
Section 1	Insured Property	
	Building	$27,892,400
	Common Area Contents	$278,924
	Loss of Rent & Temporary Accommodation (total payable)	$4,183,860
	Optional Benefit Lot/Unit Wall Coverings	Selected
Section 2	Liability to Others	$20,000,000
Section 3	Voluntary Workers	
	Death	$200,000
	Total Disablement	$2,000 per week
Section 4	Fidelity Guarantee	$100,000
Section 5	Office Bearers' Legal Liability	$1,000,000
Section 6	Machinery Breakdown	$100,000
Section 7	Catastrophe Insurance	Not Selected
Section 8	Government Audit Costs and Legal Expenses	
	Government Audit Costs	$25,000
	Appeal Expenses – common property health & safety breaches	$100,000
	Legal Defence Expenses	$50,000
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	08/04/2026

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 QM 8026 1023 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

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Balance Sheet - Group

As at 30/04/2026

Owners Corporation 1 Plan No. PS724915L — Sovereign Blackburn, 1 Queen Street, Blackburn VIC 3130

	Current period
Owners' funds	
Administrative Fund	
Operating Surplus/Deficit--Admin	10,596.42
Owners Equity--Admin	54,379.33
	64,975.75
Maintenance Fund	
Operating Surplus/Deficit--Maintenance	61,317.25
Owners Equity--Maintenance	214,940.18
	276,257.43
Net owners' funds	**$341,233.18**
Represented by:	
Assets	
Administrative Fund	
Cash at bank--Admin	58,372.60
Macquarie TD - Admin Fund	16,927.40
Prepaid Expenses--Admin	23,375.99
Receivable--Levies--Admin	3,333.31
Receivable--Other--Admin	100.10
Receivable--Owners--Admin	2,835.05
	104,944.45
Maintenance Fund	
Cash at bank--Maintenance	155,676.42
Macquarie TD - Maintenance Fund 1	56,424.72
Macquarie TD - Maintenance Fund 2	77,315.15
Receivable--Levies--Maintenance	1,550.55
	290,966.84
Unallocated Money	
Cash at bank--Unallocated	250.20
	250.20
Total assets	396,161.49
Less liabilities	
Administrative Fund	
Accrued Expenses--Admin	7,679.84
Creditor--GST--Admin	(1,620.26)
Creditors--Other--Admin	1,976.03
Prepaid Levies (Special)--Admin	70.00
Prepaid Levies--Admin	31,863.09
	39,968.70
Maintenance Fund	

Creditor--GST--Maintenance	495.07
Prepaid Levies--Maintenance	14,214.34
	14,709.41
Unallocated Money	
Prepaid Levies--Unallocated	250.20
	250.20
Total liabilities	54,928.31
Net assets	**$341,233.18**

Maddocks

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DX 259 Melbourne

Date / /20

Owners Corporation Rules
Sovereign Apartments
All Lots

Owners Corporation No. 1 on Plan of Subdivision PS724915L

Contents

Owners Corporation Rules – Sovereign Apartments All Lots

Date / /

NOTES

The Act and Regulations detail the powers of the Owners Corporation, the general duties of members, meetings and administration of the Owners Corporation, insurance and other miscellaneous matters. These Rules must be read in conjunction with the Act, Regulations and the model rules prescribed under the Regulations.

1. Definitions

In these rules:

Act means the *Owners Corporations Act* 2006 (Vic) as amended from time to time.

Building Works means all design, building and construction works including the construction, erection, excavation, fixing, installation or otherwise or any item not originally included with or part of a Lot or Common Property.

Car Park Lot means any part of a Lot designated for use as a car parking space in the Development as shown on the Plan, but excludes any Stacker Lot.

Common Property means the land and any improvements erected on 1-5A Queen Street, Blackburn designated as common property No. 1 on the Plan.

Developer means Queens Apartments Pty Ltd ACN 152 472 716 or Related Body Corporate responsible for the development of the Development and creation of Lots and includes the Developer's successors and assigns and where it is consistent with the context includes the Developer's employees, agents, contractors, subcontractors and invitees.

Development means the development of Sovereign Apartments as a residential community apartments and associated facilities including the marketing and sale of Lots.

Director has the same meaning as it has in the *Fair Trading Act* 1999 (Vic).

Dispute means a dispute or other matter arising under the Act, Regulations or Rules including a dispute or matter relating to:

(a) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or

(b) an alleged breach by a Member or Occupier of an obligation imposed on that person under the Act, Regulations or the Rules; or

(c) the exercise of a function by a Manager in respect of the Owners Corporation; or

(d) the operation of the Owners Corporation.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Land means the whole of the land described in the Plan.

Lot means a lot shown on the Plan.

Manager means the person or entity appointed by the Owners Corporation as Manager of the Owners Corporation and where relevant includes the Manager's successors and assigns and where the context requires includes the Manager's officers, employees, agents, contractors, subcontractors and invitees.

Member means a member of the Owners Corporation by reason of being the owner of a Lot for the time being and where the context requires includes an Occupier or their invitees.

Occupier means the person or entity authorised by the Member to occupy the designated Lot as tenant or licensee and where the context requires includes the Occupier's invitees, guests, servants, employees, agents, children and licensees.

Owners Corporation means the unlimited Owners Corporation No. 1 on the Plan.

Owners Corporation Rules means these rules for the Owners Corporation.

Plan means Plan of Subdivision No. PS724915L.

Regulations means the *Owners Corporations Regulations* 2007 (Vic) as amended from time to time.

Related Body Corporate has the same meaning given to that term in the *Corporations Act* 2001 (Cth).

Rule or **Rules** means these rules which are for the purpose of the control, management, administration, use or enjoyment of the Common Property or any Lot as amended from time to time.

Sovereign Apartments means the land and improvements contained in the Plan and includes all the Lots and the Common Property.

Stacker Lot means a part of a Lot affected by a car park stacker.

Vendor means Queens Apartments Pty Ltd ACN 152 472 716 and includes the Vendor's successors and assigns and where it is consistent with the context includes the Vendor's employees, agents, contractors, subcontractors and invitees.

2. Interpretation

2.1 Unless the context otherwise requires:

2.1.1 headings are for convenience only;

2.1.2 words imparting the singular include the plural and vice versa;

2.1.3 expressions imparting a natural person includes any company, partnership, joint structure, association or other Owners Corporation and any governmental authority; and

2.1.4 a reference to a thing includes part of that thing.

2.2 The obligations and restrictions in these Rules must be read subject to the rights, grants or privileges that may be given to any person or entity by the Owners Corporation from time to time and to the extent of any inconsistency, such rights, grants or privileges, must prevail over these Rules in respect of the person or entity to whom they are given.

2.3 In these Rules:

2.3.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

2.3.2 if it is not possible to read down a provision as required in this Rule, that provision is severable without affecting the validity or enforceability of the remaining part of that Rule or the other Rule.

2.4 In the event of a conflict between these Rules and any restriction on the Plan, the restriction will prevail.

3. Relationship with model rules

If there is any conflict between these Rules and the model rules prescribed under the Regulations, these Rules prevail.

4. Rules Subject to Rights of the Vendor

4.1 These Rules do not apply to and, are not enforceable against the Vendor or its mortgagees or chargees, for so long as any of the following apply:

4.1.1 the Vendor and/or or its equity partners (if any) is a Member or Occupier;

4.1.2 any mortgagee or chargee of the Vendor has an interest in any Lot; or

4.1.3 the Vendor and/or its equity partners (if any) are engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor or its mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the Buildings and facilities comprised in the Plan or the Development.

4.2 The Vendor and its equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every member of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:

4.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and

4.2.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and

4.2.3 exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and

4.2.4 erect for sale promotional advertising or other signs as the Vendor may require on any part of the Common Property; and

4.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor or its mortgagees or chargees think fit; and

4.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and

4.2.7 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

provided that the Vendor and any third party authorised by them under this Rule or any party to which they assign all or part of the benefits of their rights under this Rule, use their best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

4.3 The Owners Corporation must, within 7 days of being requested by the Vendor or its mortgagees or chargees, sign whatever consents, authorities, permits or other such documents as may be required to enable the Vendor or its mortgagee or chargee to complete the Development. A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 4 or contravene any right or reprieve afforded to the Vendor under this Rule 4.

4.4 Every Member hereby consents to and agrees to the Vendor undertaking any or all of the rights of the Vendor set out in this Rule without any prevention or hindrance of such Member.

4.5 In exercising its rights under this Rule, the Vendor must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Vendor must only exercise its rights to the extent necessary for the genuine Development. The Vendor must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

5. Use of a Lot

5.1 A Member must not:

5.1.1 create noise or behave in a manner that is likely to interfere with the peaceful enjoyment of the member of another Lot, or any person lawfully using the Common Property;

5.1.2 do or permit anything on a Lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;

5.1.3 without the prior written consent of the Owners Corporation, maintain inside a Lot anything visible from outside a Lot (including but not limited to a balcony, terrace or garden area) that when viewed from outside the Lot is aesthetically or otherwise detrimental to the amenity of the Development including the hanging of any washing, towel, bedding, clothing or any other article or like matter on any part of their Lot;

5.1.4 obstruct or block any car parking spaces forming part of the Common Property;

5.1.5 carry out or cause to be carried out on a Lot, road or any other land in the vicinity of a Lot, any dismantling, assembly, repairs or restorations of vehicles unless carried out in an area screened from public view; and

5.1.6 use the Lot for any purpose that may be illegal or injurious to the reputation of the premises comprised of the lots and the Common Property or which may cause a nuisance or hazard to any other member of a Lot.

5.1.7 allow uninvited persons to follow them through any security doors to the Development.

5.1.8 anything which may prejudice the security or safety of the Common Property.

5.2 Each Member must:

5.2.1 maintain their Lot and must ensure that their Lot is so kept and maintained as not to be offensive in appearance nor a fire or health hazard to other Members; and

5.2.2 comply with all laws relating to the Lot including, without limitation, any requirement, notices and orders of any governmental authority.

6. Pets and Animals

6.1 A Member can keep any animal upon a Lot or the Common Property unless the Member has been given notice by the Owners Corporation to remove and keep removed such animal once the Owners Corporation has resolved that the animal is causing a nuisance.

6.2 A Member must ensure that any animal belonging to them does not urinate or defecate on Common Property including internal court yards.

6.3 A Member must ensure that any animal belonging to them must be on a lead at all times when on the Common Property.

6.4 If the Owners Corporation has resolved that an animal is a danger or is causing a nuisance to the Common Property or to the other members of a Lot, it must give reasonable notice of this resolution to the Member who is keeping the animal.

6.5 If a Member fails to comply with Rules 6.2 the Owners Corporation may take such steps as it deems appropriate to clean up after the animal and make good any damage to Common Property caused by the animal, and the Member of the Lot is liable to pay those costs on behalf of the Owners Corporation.

7. Cleaning and maintenance of a Lot

7.1 A Member or Occupier must keep its Lot (including any garage or car park utilised by the Member or Occupier) clean and in good repair.

7.2 A Member or Occupier must ensure that all landscaped areas visible from Common Property or which adversely affect the outward appearance or state of repair of the Lot or the use and enjoyment of the Lots or Common Property by other Members or Occupiers are maintained to a standard commensurate with the standard of maintenance of Common Property landscaped areas or as reasonably directed by the Owners Corporation or its Manager.

7.3 A member of a Lot must ensure their Car Park Lot is free of oil and any other rubbish, fluid or substance. The Owners Corporation may in its sole discretion enter into and clean any Lot which is a Car Park Lot and charge the Member who owns the Car Park for the cost incurred.

8. Appearance

8.1 A Member is not permitted to display signs, advertising or notices on any Lot, including for the purpose of offering for sale or lease or letting any Lot or Common Property, without the consent of the Owners Corporation. Any sign that is erected must be of a standard that shall not detract from the overall appearance of the Development.

8.2 A Member or Occupier must not install or permit the installation of any awnings to the exterior of any Lot or any part of the Common Property other than as permitted by the Owners Corporation.

8.3 A Member or Occupier must not allow any glazed portions of the Lot or the Common Property that surrounds the Lot to be tinted or otherwise treated.

8.4 A Member or Occupier must not install or permit the installation of any window furnishings to the interior of any window visible from outside the Member's Lot without the prior written consent of the Owners Corporation.

8.5 Without limiting any other of these rules, a Member or Occupier of a Lot must not, without prior written consent of the Owners Corporation:

8.5.1 paint, finish or otherwise alter the external façade of the Lot;

8.5.2 install bars, screens or grilles or other safety devices to the exterior of any windows or doors on the external façade of a Lot;

8.5.3 attach to or hang from the external facade of the Lot any aerial or any security device or wires;

8.5.4 install any external wireless, television aerial, sky dish receiver, satellite dish or receiver or any other apparatus to the external façade of the Lot; and

8.5.5 install any pipes, wiring, cables or the like to the external facade of the Lot.

9. Building Works

9.1 A Member must not undertake any Building Works affecting the exterior appearance of a Lot, including the removal or replacement of materials, fixing or having fixed any electrical, audio visual, or communication device or equipment without commencing any Building Works:

9.1.1 submit to the Owners Corporation for approval plans and specifications of any proposed Building Works;

9.1.2 supply to the Owners Corporation such further particulars of the proposed works as the Owners Corporation may request and as shall be reasonable to enable the Owners Corporation to be reasonably satisfied that those proposed works accord with the reasonable aesthetic appearance of the façade of the Development;

9.1.3 received written approval from the Owners Corporation to proceed with those specified Building Works;

9.1.4 obtain and supply copies to the Manager of all requisite permits, approvals and consents under all relevant Laws;

9.1.5 pay costs to the Owners Corporation where a building contractor or consultant may be engaged to advise the Owners Corporation on the proposed Building Works even if consent is not given;

9.1.6 cause to be effected and maintained during the period of the Building Works a contractor's all risk insurance policy;

9.1.7 deliver a copy of the contractor's all risk insurance policy and certificate of currency to the Owners Corporation which notes the interests of the Owners Corporation.

9.2 A Member or Occupier acknowledges that the space above the Lot and the space below the Lot is Common Property and the Member or Occupier must not carry out any Building Works on that part of the Common Property without the prior written consent of the Owners Corporation.

9.3 A Member or Occupier must ensure that any contractor engaged to perform approved Building Work on their Lot complies with the reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of the Common Property, on-site management, building protection and hours of work. The Member or Occupier must also supervise the carrying out of such Building Works and ensure that the following conditions are met:

9.3.1 the Building Works are undertaking in a reasonable manner so as to minimise any nuisance, annoyance, disturbance and inconvenience to other Members or Occupiers;

9.3.2 building materials are not stacked or stored in Common Property;

9.3.3 scaffolding is not erected on the Common Property;

9.3.4 construction work complies with all Laws of the relevant Authorities;

9.3.5 construction vehicles and construction worker's vehicles are not brought into, or parked on the Common Property except by prior arrangement with the Owners Corporation;

9.3.6 the exterior and Common Property of the Building is at all times be maintained in a clean and tidy state;

9.3.7 suitable floor, wall and other protections is installed in the Common Property before any building materials are taken through those parts of the Common Property; and

9.3.8 all contractors and tradesmen use only the basement, lifts, lobby and areas designated by the Manager when working in the Lot.

9.4 Where a Member or Occupier commissions Building Work in accordance with Rule 9.2, a representative of the Owners Corporation and the Member or Occupier must inspect the part of the Common Property which will be affected by the Building Works (for example, the area through which building materials will be transported) prior to commencing the Building Work to establish the state of repair of the Common Property and again after the Building Work has been completed to determine if any damage has been caused to the Common Property.

9.5 A Member or Occupier must promptly make good all damage to and dirtying of the Building, the Common Property, the services thereof or any fixtures and fittings and finishes which are caused by any Building Works. If the Member or Occupier fails to do so the Owners Corporation may in its absolute discretion make good the damage and dirtying at the Member's or Occupier's expenses. The Member or Occupier must indemnify and keep indemnified the Owners Corporation for all costs and liabilities incurred by the Owners Corporation in so making good the damage or dirtying caused by the Building Work. The Owners Corporation may at their absolute discretion demand from the Member or Occupier a performance bond in relation to the cleaning or repair of the Common Property to guarantee their performance under this Rule.

10. Garbage disposal

A Member of a Lot must:

10.1 except where the Owners Corporation provides some other means of disposal of garbage, maintain within their Lot, or on such part of the Common Property as may be authorised by the Owners Corporation, a receptacle for garbage and to keep such receptacle in a clean and tidy condition and not visible to the public except on days designated for rubbish collection;

10.2 comply with all requirements of Governmental Agencies relating to the disposal of garbage;

10.3 ensure that rubbish does not accumulate on their Lot, and that the health, hygiene and comfort of other Members is not adversely affected by their disposal of garbage; and

10.4 ensure that rubbish is transported from their Lot to the designated garbage room on the Common Property in an appropriate watertight receptacle.

10.5 throw or allow to fall or permit or suffer to be thrown or to fall any paper, rubbish, refuse, cigarette butts or other substance whatsoever out of the windows or doors or down the staircases or from the balconies of any Lot. Any damage or cost of the cleaning or repair caused by any breach of this rule shall be borne by the Proprietor or occupier concerned.

11. Provision of Services

Each Member of the Owners Corporation agrees that the Owners Corporation will provide the following services:

11.1 the repair and maintenance of all Common Property including gardens, trees, paved areas and landscaping; and

11.2 any other service or facility provided by the Owners Corporation for the benefit of the Members.

12. Use of Common Property

A Member must not:

12.1 do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Members;

12.2 park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property or in any place other than in a parking area specified for such purpose by the Owners Corporation;

12.3 obstruct a driveway or entrance to a Lot or any other road;

12.4 paint, drive nails or screws or the like into, or otherwise damage, alter or deface, any structure that forms part of the Common Property including the external facade except with the consent in writing of the Owners Corporation;

12.5 when on Common Property (or if on any part of a Lot so as to be visible from another Lot or from Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the Member or Occupier of another Lot or to any person lawfully using Common Property;

12.6 deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Member or any person lawfully using the Common Property;

12.7 disregard any requirements made by the Owners Corporation relating to the use of any access keys and intercom system that may be provided as the means of access upon roadways created within the Common Property;

12.8 hold or allow to be held any public auction on or near the Common Property;

12.9 directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;

12.10 except with the consent in writing of the Owners Corporation, use for their own purposes as a garden any portion of the Common Property;

12.11 except with the consent in writing of the Owners Corporation, enter any plant room, electrical switchboard room or similar.

A Member must:

12.12 notify the Owners Corporation or its Manager promptly when becoming aware of any damage to or defect in the Common Property or any personal property vested in the Owners Corporation;

12.13 when in part of a Lot visible from another Lot or from the Common Property or when on any part of the Common Property be suitably clothed.

13. Moving

13.1 A Member, Occupier or Invitee may not move, or permit to be moved, any furniture or goods through the Common Property without:

13.1.1 the prior written consent of the relevant owners corporation;

13.1.2 notifying the Manager of the proposed move at least 3 days before the intended date for moving;

13.1.3 the supervision of the Manager (should the Manager require);

13.1.4 ensuring that any part of the Common Property is damaged during the moving process.

13.2 When moving any furniture or goods through the Common Property a Member, Occupier or Invitee must:

13.2.1 comply with any directions of the relevant owners corporation; and

13.2.2 not move furniture or goods through the front entrance to the Development.

13.3 A Member, Occupier or Invitee must promptly notify the Owners Corporation of any damage caused to the Common Property as a result of the moving process and must promptly reimburse the owners corporation for any repairs undertaken as a result of damage caused during the moving process, on presentation of a copy of any relevant tax invoice to the Member, Owner or Occupier by the owners corporation.

14. Restrictions – Trade or Business

14.1 The Member or Occupier must not use or permit others from using that Lot or any part of the Common Property for any trade, business or other commercial use without the express written consent of the Owners Corporation.

14.2 If authorised to do so by the Owners Corporation, the Member or Occupier of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:

14.2.1 the planning scheme of the relevant Authority governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot; and

14.2.2 any requirements in respect of the trade, business or other commercial use stipulated by any relevant Authority from time to time are complied with; and

14.2.3 the trade, business or other commercial use can be carried on and is carried on without causing undue nuisance or, creating a greater security risk to the Members and Occupiers of other Lots.

15. Behaviour of Invitees

15.1 The duties and obligations imposed by these special rules upon a Member of a Lot must be observed not only by the Member but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the occupier of their Lot (**Invitees**).

15.2 A Member must take all reasonable steps to ensure that their Invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Member or occupier of another Lot or of any person lawfully using the Common Property.

15.3 A Member is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 15.1 and 15.2.

15.4 Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these rules by any Member or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

16. Owners Corporation Fees

16.1 The Member must pay the fees set by the Owners Corporation to cover general administration and maintenance, insurance and other recurrent obligations (including the cost of maintenance of any car park lifts within the Common Property) quarterly in advance according to their lot entitlement.

16.2 The amount of the annual Owners Corporation fees which is payable by each Member will be established at each annual general meeting of the Owners Corporation.

16.3 Any special fees or charges levied by the Owners Corporation to cover extraordinary items of expenditure must be paid on the due date set by the Owners Corporation upon the levying of each special fee or charge.

17. Consent of Owners Corporation

A consent given by the Owners Corporation under these Rules will, if practicable, be revocable and may be given subject to conditions including, without limitation, a condition evidenced by a minute of a resolution that the member for the time being of the lot to which the consent or approval relates is responsible for compliance with the terms of the consent.

18. Complaints and Disputes

18.1 Any Dispute must be dealt with at first instance in accordance with this Rule 18.

18.2 A party to a Dispute must not initiate legal proceedings or complain to the Director in respect of the Dispute unless it has first complied with the dispute resolution procedure set out in this Rule 18.

18.3 The party making the complaint must in the first instance notify the Manager, or where the Manager is the subject of or involved in the Dispute, the Committee, of the Dispute in writing. The Manager must refer any complaint it receives to the Committee. Upon receipt of a complaint referred by the Manager or received directly from a Member or Occupier, the Committee will then decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether to:

18.3.1 arrange a meeting between the parties to resolve the Dispute; or

18.3.2 waive the requirement for the parties to meet.

18.4 Notwithstanding the course of action elected by the Committee under Rule 18.3, the parties must consult with one another in good faith and use their best endeavours to resolve the Dispute to the mutual satisfaction of both parties without resort to legal proceedings or other avenues of dispute resolution.

18.5 Without limiting the generality of this Rule 18.5, where no formal complaint is made by a Member or Occupier and the Owners Corporation otherwise becomes aware of a Dispute, the Owners Corporation (through the Manager or the Committee or otherwise) may decide (at its absolute discretion having regard to the nature and urgency of the Dispute) whether:

18.5.1 arrange a meeting between the parties to resolve the Dispute; or

18.5.2 waive the requirement for the parties to meet.

18.6 If the parties are unable to resolve the Dispute within 30 days (or such other period as the Committee thinks fit) of the meeting arranged pursuant to Rule 18.3 or 18.5, the parties may revert to the dispute resolution mechanisms set out in the Act or other Law.

19. Cost of Non-compliance

The Member or Occupier must indemnify and keep indemnified the Owners Corporation on a full indemnity basis against any action, demand, cost, liability or loss incurred by the Owners Corporation as a consequence of any default by the Member or Occupier in the performance or observance of any term, covenant or condition contained in these Rules, the Act or Regulations including, without limitation administrative costs, legal costs, the cost of any works performed to rectify any non-compliance and the cost incurred by the Owners Corporation in recovering overdue charges from the Member or Occupier.

20. Charges imposed on Members and Occupiers

20.1 Any payments to the Owners Corporation imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.

20.2 The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.

20.3 The Member or Occupier must pay interest at the rate prescribed under the *Penalty Interest Rates Act* 1983 (Vic) on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.

20.4 Any payments made for the purposes of these Rules, the Act or Regulations will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

21. Rules Subject to Rights of the Vendor and the Developer

21.1 These Rules do not apply to and, are not enforceable against the Vendor, the Developer or their mortgagees or chargees, for so long as any of the following apply:

21.1.1 the Vendor and/or the Developer and/or their equity partners (if any) is a Member or Occupier;

21.1.2 any mortgagee or chargee of the Vendor or the Developer has an interest in any Lot; or

21.1.3 the Vendor and/or the Developer and/or their equity partners (if any) are engaged in any action required to complete the Development,

where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Vendor, the Developer or their mortgagees or chargees may be engaged in or which may need to be carried out in order to complete construction of the Buildings and facilities comprised in the Plan or the Development.

21.2 The Vendor, the Developer and their equity partners (if any), their mortgagees and chargees must be and are by this Rule, authorised by each and every member of each and every Owners Corporation in the Plan and by each and every Owners Corporation in the Plan to:

21.2.1 erect such barriers, fences, hoardings, signs as it deems necessary to facilitate any works to be carried out in relation to the Development; and

21.2.2 take exclusive and sole possession of any parts of the Common Property as it may need to have exclusive possession of in order to carry out any works or activities in relation to the Development; and

21.2.3 exclude all and any Members or Occupiers from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development; and

21.2.4 erect for sale promotional advertising or other signs as the Vendor or the Developer may require on any part of the Common Property; and

21.2.5 grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Vendor or the Developer or their mortgagees or chargees think fit; and

21.2.6 limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the Development; and

21.2.7 use whatever rights of way and/or points of egress and ingress to the Development as necessary to carry out any works and to block for whatever periods are necessary any rights of way or points of egress and ingress to the Development in order to carry out any works,

provided that the Vendor, the Developer and any third party authorised by them under this Rule or any party to which they assign all or part of the benefits of their rights under this Rule, use their best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

21.3 The Owners Corporation must, within 7 days of being requested by the Vendor or the Developer or their mortgagees or chargees, sign whatever consents, authorities, permits or other such documents as may be required to enable the Vendor, the Developer or their mortgagee or chargee to complete the Development. A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 4 or contravene any right or reprieve afforded to the Vendor and the Developer under this Rule 4.

21.4 Every Member hereby consents to and agrees to the Vendor and the Developer undertaking any or all of the rights of the Vendor and the Developer set out in this Rule without any prevention or hindrance of such Member.

21.5 In exercising its rights under this Rule, the Vendor and the Developer must act honestly and in good faith and with due care and diligence in the interests of the Owners Corporation and must have regard to the amenity of Members. The Vendor and the Developer must only exercise its rights to the extent necessary for the genuine Development. The Vendor and the Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Members.

22. Warranties & Novation or assignment of contracts

22.1 The Vendor, the Developer or their builder or subcontractors (all the 'Developer') may at their discretion enter into time limited contracts to supply, service, clean, maintain and/or inspect building essentials services, other building services or functions, common areas of the Building, landscaping, or any other Common Property, and any other service or other contract deemed appropriate and necessary for the proper care and function of the Common Property.

22.2 The Developer must and the Owners Corporation must accept, assignment or novation of the contracts referred to in Rule 22.1 at the first meeting of the Owners Corporation.

22.3 The Owners Corporation must maintain any contracts assigned or novated to it under this Rule to the end of its current term except where it is deemed that the contract is unreasonable or unnecessary or is replaced by a contract for similar services by the same service provider.

22.4 The Owners Corporation must comply with the terms of and properly manage any time or condition limited warranties for items, components or parts of the Common Property provided by subcontractors or suppliers so as to ensure they remain valid for the benefit of the Owners Corporation.

22.5 The Owners Corporation must ensure that it provides for or enters into contracts to provide for care, cleaning, maintenance and inspection of any item or component of Common Property to enable it to perform its obligations under the Law and these Rules upon the lapse of any subcontractor or supplier backed warranty or upon the end of any contract assigned or novated to it by the Developer.

22.6 All Members must contribute its proportion of the cost incurred by the Owners Corporation in complying with this Rule 22 relative to the lot liability on the Plan.

23. Development Lease, Signage & Other Licences

23.1 The Owners Corporation may grant the Vendor and/or a third party as otherwise directed by the Vendor:

23.1.1 a development lease for the purpose of access to the Common Property for the purpose of facilitating the completion of the Development including without limitation the completion of the common areas within the Development;

23.1.2 a licence to place and maintain sale signs, insignias, logos and other fixtures and fittings for marketing purposes on the Common Property; or

23.1.3 permission to the Vendor's representatives and their invitees to conduct selling activities from a Lot, if not sold prior to completion, which will serve as a display unit,

provided the Vendor uses its best endeavours to minimise disturbance and inconvenience to others Members' or Occupiers' use of the Common Property and at all times acts honestly and in good faith and with due care and diligence in the interests of the Owners Corporation.

23.2 A Member or Occupier of the Lot must not hinder or impede the Vendor and/or any third party from exercising its rights under any agreement entered into under this Rule.

23.3 The Owners Corporation must procure all the necessary consents and resolutions to give effect to the matters set out in this Rule 23.

23.4 A Member must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would impede the powers of the Owners Corporation under this Rule 23.

24. Car Park Stackers

24.1 Stacker Lots

A Member or Occupier must not:

24.1.1 use a Stacker Lot or any car stacker for any purpose other than is designed, without the prior written consent of the Owners Corporation;

24.1.2 assign, sub-let or grant any licence to any person for a Stacker Lot without the prior written consent of the Owners Corporation;

24.1.3 obstruct or block any Stacker Lot or the use or operation of any car stacker forming part of the Common Property.

24.2 Car Stackers

24.2.1 **Owners Corporation Obligations**

(a) The Members acknowledge that the Owners Corporation owns the car stackers in the Development.

(b) The Owners Corporation will:

(i) procure the maintenance, repair and replacement of all car stackers for all Members that own a Stacker Lot and ensure there is suitable insurance for the car stackers including insuring the car stackers against damage and destruction;

(ii) do all things reasonably required to ensure that all car stackers operate in the ordinary course as designed except during times of scheduled maintenance, repair or replacement; and

(iii) replace a car stacker when the Owners Corporation decides the car stacker is at the end of its economical or practical life or it is otherwise appropriate to replace it.

24.2.2 **Member Obligations**

(a) A Member that owns a Stacker Lot must:

(i) ensure that any vehicle is removed from the car stacker when requested by the Owners Corporation or its authorised repairer for any scheduled, unexpected or emergency maintenance, repair or replacement of the car stacker;

(ii) not use a Stacker Lot when the Owners Corporation determines that the car stacker must be maintained, repaired or replaced; and

(iii) permit access to the Stacker Lot for such works to be carried out.

(b) A Member must not make any claim against the Owners Corporation for:

(i) any loss or cost due to the Member's failure to observe rule 24.2.2(a); or

(ii) the failure of the car stacker due to maintenance, repair or replacement in the ordinary course or due to unexpected or emergency circumstances or events.

(c) Each Member must reimburse the Owners Corporation as and when required by it for all loss, damage or cost incurred by the Owners Corporation because of any damage to a car stacker caused by the Member, the Occupier and any third party to the extent that the loss, damage or cost is not recoverable from the Owners Corporation's insurer.

(d) Each Member that owns a Stacker Lot must pay the Owners Corporation as and when required by the Owners Corporation the amount equal to the total of the following costs or amounts divided by either the number of Stacker Lots, or all lots in the Owners Corporation, as determined by the Manager from time to time:

(i) costs incurred by the Owners Corporation under Rules 24.2.1(b)(i), 24.2.1(b)(ii) and 24.2.1(b)(iii) inclusive;

(ii) all operational costs required to operate the car stackers;

(iii) a contribution to a sinking fund for the eventual replacement of the car stackers at the end of their economic or practical life;

(iv) a management fee as determined by the Owners Corporation (but not to exceed 15% of the amounts in Rules 24.2.2(d)(i), 24.2.2(d)(ii) and 24.2.2(d)(iii) above; and

(v) any goods and services tax on the above amounts.

(e) Each Member that owns a Stacker Lot must pay the amount in Rule 24.2.2(d) even if the Member does not use the Stacker Lot.

(f) The Members acknowledge and agree that the Owners Corporation may calculate the costs, contributions and liabilities and require payment in any way it considers is reasonable and must not challenge such calculation.

(g) Each Member that owns a Stacker Lot must not and ensure that each Occupier does not:

(i) use the Stacker Lot for the parking of vehicles which do not meet the car stacker manufacturer's specifications, the requirements of the Owners Corporation and any rules of use imposed by the Owners Corporation from time to time;

(ii) allow or permit any person to use the car stacker who is not an owner or Occupier of the Member's Lot;

(iii) allow or permit any person to use the car stacker if they have not undertaken an induction and training course on the car stacker's use, if so required by the Owners Corporation;

(iv) fail to provide particulars to the Owners Corporation of the Member's or Occupier's vehicle and contact details using the car stacker including registration number and advise the Owners Corporation of any change;

(v) damage or misuse the car stacker;

(vi) use, or allow a car stacker to be used for parking of a vehicle unless it is owned or used by the Member or an Occupier of a Stacker Lot;

(vii) fail to comply with any rules, requirements or directions about any security device which activates or operates the car stacker;

(viii) fail to promptly report to the Owners Corporation any damage, malfunction or failure of the car stacker to operate; nor

(ix) delegate, assign or sublet any of its rights under this Rule to anyone other than the Member or Occupier of a Stacker Lot.

24.3 Liability for Car Stacker Costs/Fees/Levies

A Member that owns a Stacker Lot will be liable to pay any amounts in connection with the car stackers as set out in Rules 24.2.2.

For the avoidance of doubt, the Owners Corporation not require a Member that does not own a Stacker Lot to pay any amounts contained in 24.2.2 unless that Member uses or accesses the Stacker Lot.

24.4 Security keys and access to Lots and Common Property

24.4.1 If the Owners Corporation restricts the access of the Members to a Lot or to the Common Property through the use of a security locking device, then the Owners Corporation may:

(a) make such number of security keys as it deems appropriate to access the restricted area; and

(b) using its sole, unfettered discretion, make these security keys available to certain Members to access the restricted area of the Common Property or the Lot to where access has been restricted.

24.4.2 The Owners Corporation may charge a fee for any additional or replacement security key required by a Member.

24.4.3 A Member must exercise a high degree of caution and responsibility in making a security key available for use by any occupier of a Lot or third person and must use all reasonable endeavours including without limitation an appropriate stipulation in any lease or licence of a Lot to the occupier to ensure the return and proper use of the security key to the Member or the Owners Corporation.

24.4.4 A Member in possession of a security key must not without the written consent of the Owners Corporation duplicate the security key or permit it to be duplicated and must take all reasonable precautions to ensure that the security key is not lost or handed to any other person and is not disposed of other than by returning it to the Member or the Owners Corporation.

24.4.5 A Member of a Lot must promptly notify the Manager if a security key issued to them is lost or destroyed.

24.4.6 The security of a Lot is the responsibility of the Member of that Lot and the Owners Corporation will not be liable for any breach of the security of a Lot or for any loss of property from a Lot or the Common Property.

24.5 Storage of Flammable Liquids

A Member must not:

24.5.1 except with the written consent of the Owners Corporation, use or store on the Lot or Common Property any flammable chemical, liquid, gas or other flammable material other than chemicals, liquids, gases or other material intended to be used for domestic purposes or in the fuel tank of a motor vehicle;

24.5.2 do or permit anything, which may invalidate or suspend any insurance policy effected by the Owners Corporation or cause any premium to be increased without the prior written consent of the Owners Corporation; and

24.5.3 must not store anything outside a storage cage

24.6 Storage of Bicycles

A Member must not:

24.6.1 permit any bicycle to be stored other than in the areas of the Common Property designated by the Manager for such purpose and fitted with bicycle racks;

24.6.2 permit any bicycle to be brought into a Lot (except for any Lot or part of a Lot specifically intended for storage purposes) or the foyer, stairwells, lifts, hallways, garden areas, walkways, balconies or other parts of the Common Property as may be designated by the Manager from time to time.

24.7 Restricted Use of Common Property

The Owners Corporation may take measures to ensure the security and to preserve the safety of the Common Property and the Lots affected by the Owners Corporation from fire or other hazards and without limitation may:

24.7.1 close off any part of the Common Property not required for access to a Lot on either a temporary or permanent basis or otherwise restrict the access to or use by Proprietors or occupiers of any part of the Common Property;

24.7.2 permit, to the exclusion of Members, any designated part of Common Property to be used by any security person as a means of monitoring security and general safety of the Lots, either solely or in conjunction with other Lots;

24.7.3 restrict by means of security key the access of the Member to any part of the Common Property;

24.7.4 restrict by means of security key the access of the Members of one level of the Lots to any other level of the Lots, and

24.7.5 cancel any security card issued where Member is in arrears in payment of Owners Corporation levies.

24.8 Vehicles On Common Property

24.8.1 A Member must not park or permit to be parked a vehicle, trailer or motorcycle on Common Property so as to obstruct any driveway entrance to a Lot or the Common Property, or in any place other than in a parking area specified for such purpose by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicle, trailer or motorcycle.

24.8.2 a Member of a Lot must not permit oil leakages from any motor vehicle, trailer or motorcycle onto the Common Property or their Lot and must reimburse the Owners Corporation for the cost of cleaning and removing any oil stains to the car park, ramps or driveway or other part of the Common Property.

24.8.3 A Member must not park in a visitor car space (if any).

24.8.4 Permanent parking is not permitted in visitor's spaces (if any). The maximum time a visitor may park in a visitor car space is four (4) hours unless otherwise approved by the Owners Corporation.

24.8.5 A Member of a Lot must not obstruct or park in a car space designated for disabled visitors' car parking except for a vehicle:

(a) which is prominently displaying a current parking permit for people with disabilities for the duration of the time the vehicle is parked in the disabled visitors' car space; and

(b) where the driver complies with the conditions of use of the permit for the duration of the time that the vehicle is parked in the disabled visitors' car space,

24.8.6 and the Owners Corporation reserves the right to remove offending vehicles or other items parked, obstructing or left in a disabled visitors' car space in contravention of this Rule 24.8.

24.8.7 A Member is liable to pay compensation to the Owners Corporation for all costs incurred by the Owners Corporation in connection with the removal of any vehicle or other item parked on any Common Property in contravention of this Rule 24.8 where the offending vehicle or item is owned or under the control of the Member or any of their tenants, licensees or invitees.

24.9 Restrictions on use of Common Property

24.9.1 The Owners Corporation has the power to:

(a) impose a speed limit for driving vehicles on the Common Property;

(b) impose reasonable restrictions on the use of the Common Property, driveways and parking areas;

(c) install speed humps and other traffic control devices on the Common Property at the cost of the Owners Corporation;

(d) install signs in relation to parking and towing of vehicles to control the driving and parking of vehicles on the Common Property at the cost of the Owners Corporation; and

(e) limit the number of remote transmitters provided to a Member of a Lot. The maximum number of remote transmitters issued to a Member of a Lot is one device per car parking space (if any).

24.10 Fire Safety/Emergencies

24.10.1 A Member must:

(a) not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.

(b) ensure compliance with all laws and regulations relating to fire safety in respect of the Lot and the Common Property and must follow the directions of the Owners Corporation and Manager;

(c) must participate in any fire drills organised by the Owners Corporation;

(d) ensure that all smoke detectors installed in the Lot are properly maintained and tested as required and that back up batteries relating to the smoke detectors are replaced whenever necessary;

(e) not breach the fire regulations by installing deadlocks or peepholes that would void the Owners Corporation insurance policy;

(f) ensure that they are aware of all safety and emergency procedures;

(g) if the Member causes a false fire alarm to be set off, cover the costs incurred by the Owners Corporation in relation to the attendance of the metropolitan fire brigade and other related costs will be recoverable from the Proprietor or occupier of the Lot;

(h) if there is any imminent danger or threat concerning a Member's Lot or the Common Property, immediately:

(i) notify the Owners Corporation of the danger or threat;

(ii) obey the Owners Corporation's instructions, including evacuating the Lot or the Common Property; and

(iii) obey the instructions of the police, fire brigade, ambulance or any other relevant authority.

24.10.2 The Owners Corporation may secure and keep the Common Property and any Lots safe from fire or other hazards. This includes:

(a) permanently or temporarily closing off and restricting access to any part of the Common Property not required for access to a Lot; and

(b) allowing a part of the Common Property to be used for security purposes, including monitoring the security and safety of Lots, even if this means excluding Proprietors or occupiers from using that part of the Common Property.

24.11 Recovery of Owners Corporation Contribution Fees and Legal Costs

The Member must pay on demand by the Owners Corporation all costs, charges and expenses incurred by the Owners Corporation arising out of any default or breach of these Rules or under any legislation by a member, including all legal costs on a solicitor-own client basis, or relating to the recovery of arrears of any Owners Corporation contribution fees or levies.

24.12 Penalty Interest

The Owners Corporation will charge penalty interest on any outstanding amounts owing to the Owners Corporation by a Member of no more than the rate for the time being fixed under Section 2 of the Penalty Interest Rates Act 1983 (Vic) (as amended).

24.13 Use of Appurtenances

A Member must not use the water closets, conveniences and other water apparatus, including waste pipes and drains, for any other purpose other than those which they were constructed, and the sweeping of rubbish or other unsuitable substances must not be deposited therein. Any costs or expenses resulting from any damage or blockage must be borne by the Member found to be responsible for the damage or blockage.

PLANNING PROPERTY REPORT

Department of Transport and Planning

From www.planning.vic.gov.au at 13 July 2026 05:26 PM

PROPERTY DETAILS

Address:	**313/1 QUEEN STREET BLACKBURN 3130**	
Lot and Plan Number:	**Lot 313 PS724915**	
Standard Parcel Identifier (SPI):	**313\PS724915**	
Local Government Area (Council):	**WHITEHORSE**	www.whitehorse.vic.gov.au
Council Property Number:	**279020**	
Planning Scheme:	**Whitehorse**	Planning Scheme - Whitehorse
Directory Reference:	**Melway 47 K9**	

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**

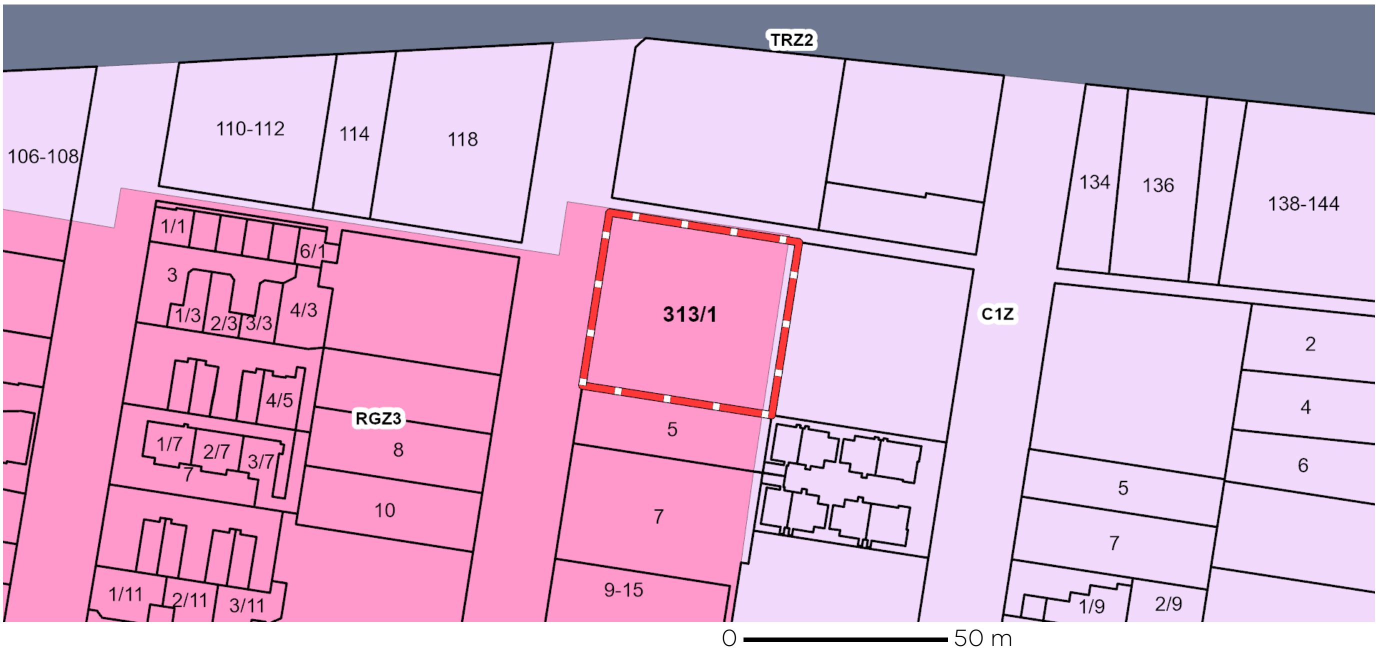
OTHER

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

View location in VicPlan

Planning Zones

COMMERCIAL 1 ZONE (C1Z)
SCHEDULE TO THE COMMERCIAL 1 ZONE (C1Z)
RESIDENTIAL GROWTH ZONE (RGZ)
RESIDENTIAL GROWTH ZONE - SCHEDULE 3 (RGZ3)



C1Z - Commercial 1 | RGZ - Residential Growth | TRZ2 - Principal Road Network

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

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

Planning Overlays

DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY (DCPO)

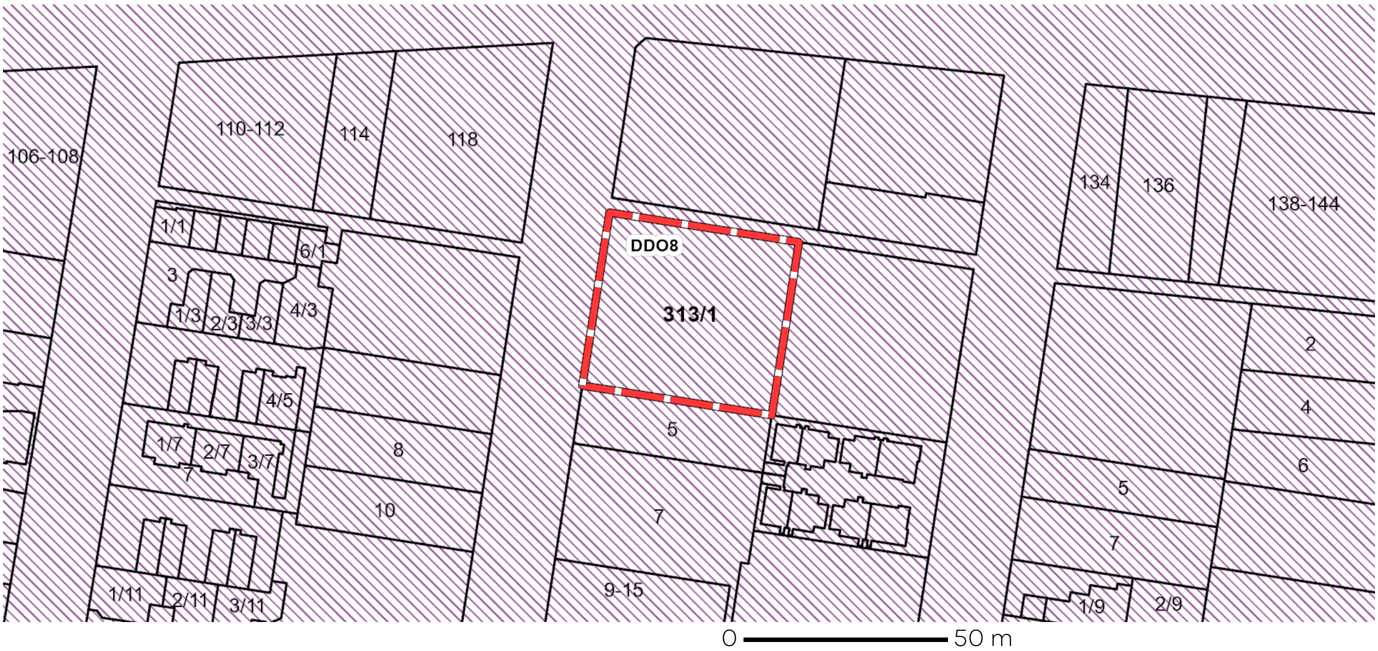
DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1 (DCPO1)

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

DESIGN AND DEVELOPMENT OVERLAY (DDO)

DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 8 (DDO8)



DDO - Design and Development Overlay

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

Department of Transport and Planning

Planning Overlays

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

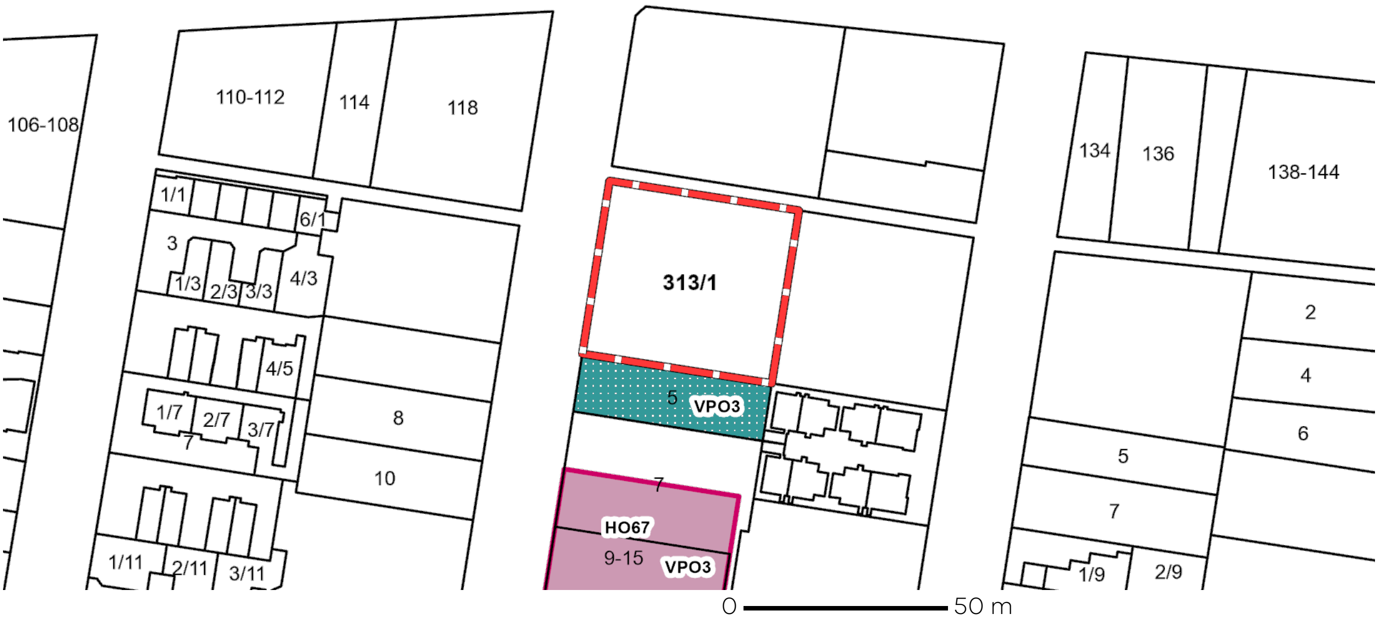
SLO - Significant Landscape Overlay

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

OTHER OVERLAYS

Other overlays in the vicinity not directly affecting this land

HERITAGE OVERLAY (HO)
VEGETATION PROTECTION OVERLAY (VPO)



HO - Heritage Overlay

VPO - Vegetation Protection 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 9 July 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

Department of Transport and Planning

Designated Bushfire Prone Areas

This property is not in a designated bushfire prone area.
No special bushfire construction requirements apply. Planning provisions may apply.

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

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

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

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

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

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

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

Native Vegetation

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

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

PROPERTY REPORT

Created at 13 July 2026 05:26 PM

PROPERTY DETAILS

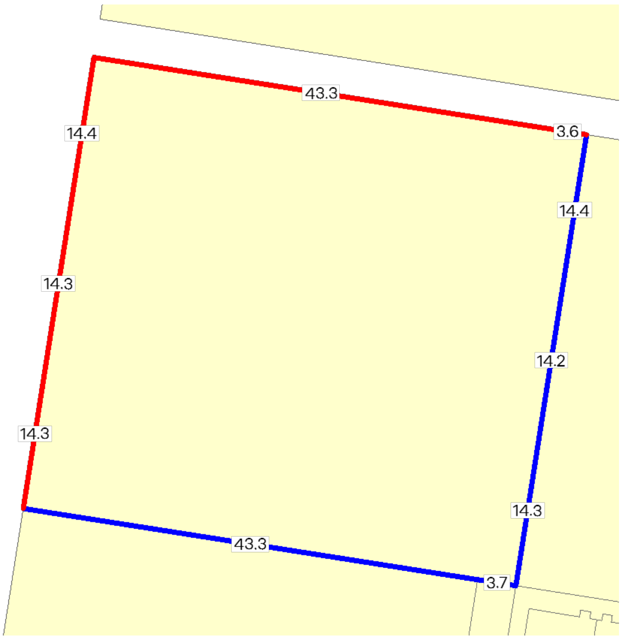
Address:	**313/1 QUEEN STREET BLACKBURN 3130**
Lot and Plan Number:	**Lot 313 PS724915**
Standard Parcel Identifier (SPI):	**313\PS724915**
Local Government Area (Council):	**WHITEHORSE**
Council Property Number:	**279020**
Directory Reference:	**Melway 47 K9**

www.whitehorse.vic.gov.au

Note: There are 80 properties identified for this site.
These can include units (or car spaces), shops, or part or whole floors of a building.
Dimensions for these individual properties are generally not available.

SITE DIMENSIONS

All dimensions and areas are approximate. They may not agree with those shown on a title or plan.



Area: 2017 sq. m
Perimeter: 180 m
For this property:
Site boundaries
Road frontages

Dimensions for individual parcels require a separate search, but dimensions for individual units are generally not available.

Calculating the area from the dimensions shown may give a different value to the area shown above

For more accurate dimensions get copy of plan at
Title and Property Certificates

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**

PLANNING INFORMATION

Property Planning details have been removed from the Property Reports to avoid duplication with the Planning Property Reports from the Department of Transport and Planning which are the authoritative source for all Property Planning information.

The Planning Property Report for this property can found here - Planning Property Report

Planning Property Reports can be found via these two links
Vicplan https://mapshare.vic.gov.au/vicplan/
Property and parcel search https://www.land.vic.gov.au/property-and-parcel-search

PROPERTY REPORT

Area Map

LOTSEARCH REFERENCE
LS146960 PS

REPORT DATE
10 Jul 2026 16:05:33

CLIENT ID
200277787

ADDRESS
313/1 QUEEN STREET BLACKBURN 3130

COUNCIL
Whitehorse City

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOT/PLAN
Lot 313, PS724915

EPA Priority Sites Register Plus+

Disclaimer:
The purpose of this report is to provide a summary of some of the publicly available environmental risk information, based on the site boundary shown on the maps within this report. The report does not constitute an exhaustive set of all repositories or sources of information available.
You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.
You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.
The report is not a substitute for an on-site inspection or review of other available reports and records.
The report is not intended to be, and should not be taken to be, a rating or assessment of the desirability or market value of the property or its features.
You should obtain independent advice before you make any decision based on the information within the report.
A link to the detailed terms applicable to the use of this report is available at the end of this report.

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS146960 PS

REPORT DATE
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ADDRESS
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BLACKBURN 3130

EPA Priority Sites Register Plus+

- This report contains the Priority Sites Register and additional publicly available records currently held by the Environmental Protection Authority (EPA).
- Land contamination can contain substances that harm human health and the environment and these may migrate across property boundaries.
- Records identified are categorised below, with search results and a site map provided on the following pages.

1. Contaminated Land Registers

No Records Identified

The sites listed on contaminated land registers are those that pose the greatest risk, and are managed or regulated.

2. Regulated Activities

No Records Identified

Regulated activities include environmental licences, permits, registrations, or authorisations, issued to owners or operators that undertake activities which have a potential risk to human health or the environment. Conditions on these licences can relate to pollution prevention, control, and monitoring.

3. Contamination Investigations

No Records Identified

Contamination investigations include environmental audits, preliminary risk screen assessments, and investigations into suspected PFAS contamination.

4. Other Contamination Issues

No Records Identified

Other contamination issues include the location of landfills and records that indicate restrictions on the use of groundwater.

HOW THIS REPORT HELPS

- **Be informed of potential contamination issues - this search simplifies access to government information sources**
- **Contamination risk is an important consideration in land-use planning, development matters and property valuations and transactions**
- **Delays and clean-up costs from land contamination can be high - be prepared with early information that supports your due diligence**
- **Be aware of potential problems from neighbouring properties - contamination ignores property boundaries**

WHAT NEXT?

This information in this report is only part of the picture. Other records are held by government agencies, councils and Lotsearch.

- **Visit our website or contact our support team to access more Lotsearch products & additional government searches**
- **Contact an environmental consultant for additional advisory services. Consultants are listed by industry bodies ALGA , ACLCA & EIANZ.**

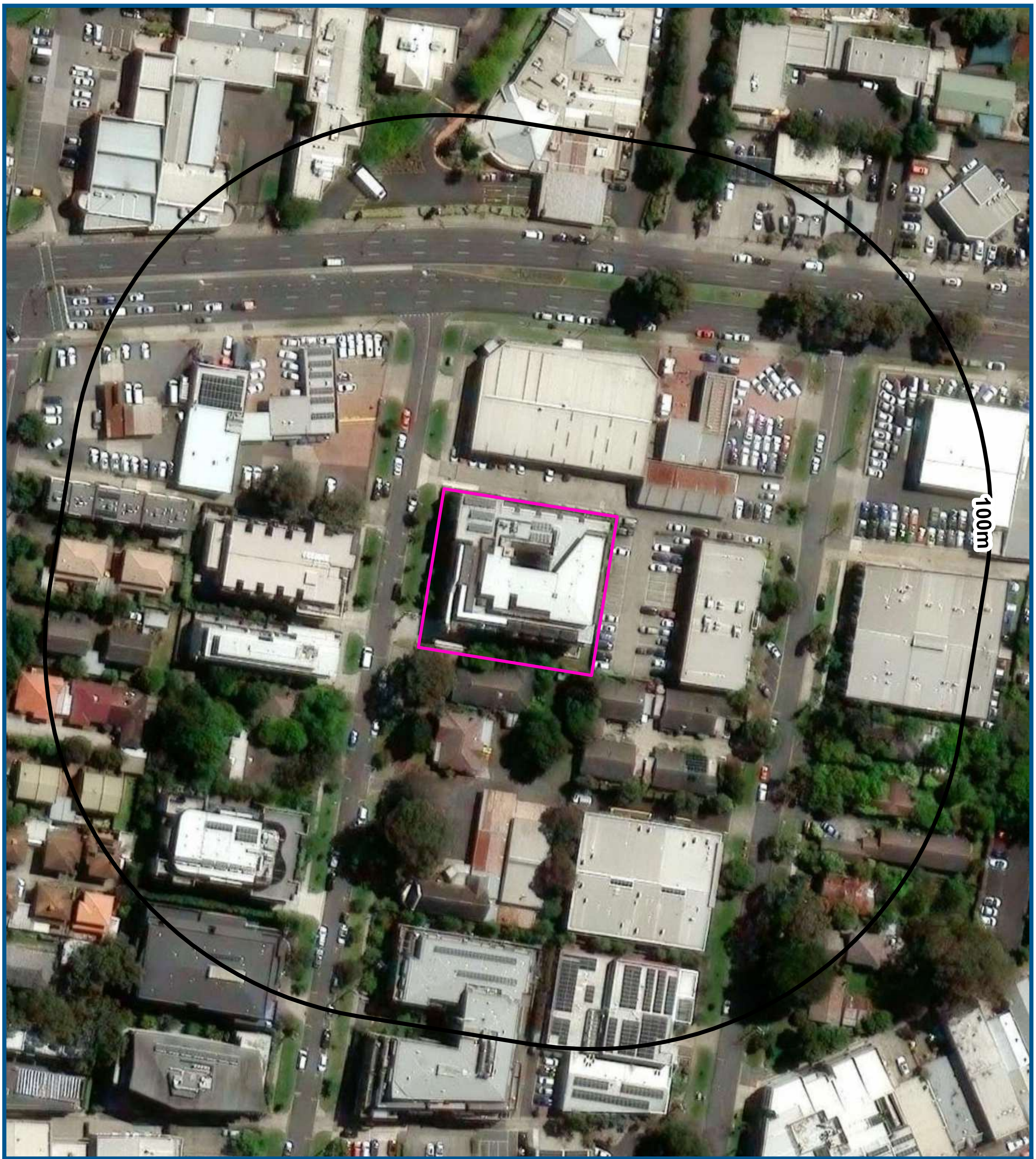
support@lotsearch.com.au
+61 (02) 8287 0680
lotsearch.com.au

Site Map

313/1 QUEEN STREET BLACKBURN 3130

LOTSEARCH REFERENCE
LS146960 PS

REPORT DATE
10 Jul 2026



LEGEND

Site Boundary
Search Area
Search Results

Data Source Aerial Imagery:
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS UserCommunity

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LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
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REPORT DATE
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ADDRESS
313/1 QUEEN STREET
BLACKBURN 3130

Search Results

The following table contains records that were identified specifically for your property, or areas or features covering your property:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records for your property were identified							

The following table contains records that were identified in the surrounding search area:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							

The following table contains records that could not be located to a specific property, feature or area. These records have been mapped to a road corridor or suburb within this report's search area, but may relate to a more specific property including the property in this report:

Map ID	Record Type	Category (Page 2)	Name	Location	Activity	Further Info	Status	Reference
	No records were identified							

LOTSEARCH
Spatial Intelligence | Mapping Risk

LOTSEARCH REFERENCE
LS146960 PS

REPORT DATE
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ADDRESS
313/1 QUEEN STREET
BLACKBURN 3130

Data Sources

The results in this report are based upon the following datasets only:

Dataset Name	Data Source	Lotsearch Update Date
Current EPA Priority Sites	Environment Protection Authority Victoria	10/07/2026
EPA Site Management Orders	Environment Protection Authority Victoria	11/06/2026
EPA Register of Permissions	Environment Protection Authority Victoria	07/07/2026
EPA Preliminary Risk Screening Assessments	Environment Protection Authority Victoria	11/06/2026
EPA Environmental Audit Reports	Environment Protection Authority Victoria	29/06/2026
EPA PFAS Site Investigations	Environment Protection Authority Victoria	11/06/2026
EPA Groundwater Zones with Restricted Uses	Environment Protection Authority Victoria	11/06/2026
EPA Victorian Landfill Register	Environment Protection Authority Victoria	11/06/2026

Useful Contacts

Lotsearch Pty Ltd	Environment Protection Authority Victoria	Whitehorse City
www.lotsearch.com.au support@lotsearch.com.au (02) 8287 0680	www.epa.vic.gov.au contact@epa.vic.gov.au 1300 372 842	http://www.whitehorse.vic.gov.au customer.service@whitehorse.vic.gov.au (03) 9262 6333

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