Contract of Sale of Land

Property:

Unit 33, 78 Manningham Road, Bulleen VIC 3105

Victorian Statewide Conveyancing Pty Ltd
Level 1
Suite 1, 58-60 Victor Crescent
NARRE WARREN VIC 3805
Tel: (03) 8790 5488
Fax: (03) 8794 9072
PO Box 32, Narre Warren VIC 3805
Ref: PG:LH:20262313

Contract of Sale of Land

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IMPORTANT NOTICE TO PURCHASERS – COOLING-OFF

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

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

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

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

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

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

NOTICE TO PURCHASERS OF PROPERTY OFF-THE-PLAN

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

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

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

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

Approval

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

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

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Contract of Sale of Land

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

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

in that order of priority.

SIGNING OF THIS CONTRACT

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

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

The authority of a person signing –

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

must be noted beneath the signature.

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

SIGNED BY THE PURCHASER: .....

..... on ...../……/2026

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

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

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

SIGNED BY THE VENDOR: .....

..... on ...../……/2026

Print names(s) of person(s) signing: **Megan Louise Ferguson**

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

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

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Particulars of Sale

Vendor's estate agent

Name: O'Brien Real Estate - Blackburn

Address: 98 South Parade, Blackburn VIC 3130

Email: frank.molinaro@obrienrealestate.com.au

Tel: 03 9894 2044 Mob: 0418 390 988 Fax: Ref: Frank Molinaro

Vendor

Name: Megan Louise Ferguson

Address:

ABN/ACN:

Vendor's legal practitioner or conveyancer

Name: Victorian Statewide Conveyancing Pty Ltd

Address: Level 1, Suite 1, 58-60 Victor Crescent, Narre Warren VIC 3805
PO Box 32, Narre Warren VIC 3805

Email: info@victorianstatewide.com.au

Tel: (03) 8790 5488 Mob: Fax: (03) 8794 9072 Ref: 20262313

Purchaser

Name:

Address:

ABN/ACN:

Email:

Purchaser's legal practitioner or conveyancer

Name:

Address:

Email:

Tel: Mob: Fax: Ref:

Land (general conditions 7 and 13)

The land is described in the table below –

Certificate of Title reference				being lot	on plan
Volume	10795	Folio	915	33	PS 509207R

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

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 33, 78 Manningham Road, Bulleen VIC 3105

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

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

Payment

Price $

Deposit $ By (of which has been paid)

Balance $ payable at settlement

Deposit bond

☐ General condition 15 applies only if the box is checked

Bank guarantee

☐ General condition 16 applies only if the box is checked

GST (general condition 19)

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

☐ GST (if any) must be paid in addition to the price if the box is checked

☐ This sale is a sale of land on which a 'farming business' is carried on which the parties consider meets the requirements of section 38-480 of the GST Act if the box is checked

☐ This sale is a sale of a 'going concern' if the box is checked

☐ The margin scheme will be used to calculate GST if the box is checked

Settlement (general conditions 17 & 26.2)

is due on

Lease (general condition 5.1)

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

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

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

OR

☒ a residential tenancy for a fixed term ending on 06 / 02 /2027

OR

☐ a periodic tenancy determinable by notice

Terms contract (general condition 30)

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

Loan (general condition 20)

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

Lender: .....

Loan amount: no more than ..... Approval date: .....

Building report

☐ General condition 21 applies only if the box is checked

Pest report

☐ General condition 22 applies only if the box is checked

Special Conditions

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

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

☒ **GC 23 – special condition**
For the purposes of general condition 23, the expression "periodic outgoings" does not include any amounts to which section 10G of the Sale of Land Act 1962 applies.

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

SPECIAL CONDITION 1 – Christmas Closure Period

1. Where a settlement date is chosen during the Christmas/New Year period of Wednesday 23rd December 2026 to Monday 4th January 2027 (the closure period), the Vendor and Purchaser agree that the settlement date will be extended to Monday 4th January 2027 without penalty to either the Vendor or Purchaser.

2. The Vendor and Purchaser agree that neither party has the right to charge penalty interest, pursue additional costs or issue a Default Notice and/or Default and Rescission Notice on the other party due to failure to complete this Contract of Sale during the closure period referred to in Special Condition 1.1.

3. Neither party may make any objection, requisition, or claim for any compensation in respect of any matter referred to in Special Conditions 1.1 and 1.2.

4. Should settlement be extended as a result of the Purchaser's inability and failure to settle by 23rd December 2026, settlement will be delayed until 4th January 2027. For the avoidance of doubt, the Vendor/s reserve their right to serve a Default Notice and/or Default and Rescission Notice on the Purchaser at any time after the Purchasers are deemed to be in default of the contract. The Purchaser shall also be responsible for the Vendor's losses including but not limited to the payment of the following which are to be paid at settlement:
   • Penalty interest pursuant to General Condition 33
   • Payment in full of the vendors 2027 land tax liability.

General Conditions

Contract signing

1. ELECTRONIC SIGNATURE

1.1 In this general condition "electronic signature" means a digital signature or a visual representation of a person's handwritten signature or mark which is placed on a physical or electronic copy of this contract by electronic or mechanical means, and "electronically signed" has a corresponding meaning.

1.2 The parties consent to this contract being signed by or on behalf of a party by an electronic signature.

1.3 Where this contract is electronically signed by or on behalf of a party, the party warrants and agrees that the electronic signature has been used to identify the person signing and to indicate that the party intends to be bound by the electronic signature.

1.4 This contract may be electronically signed in any number of counterparts which together will constitute the one document.

1.5 Each party consents to the exchange of counterparts of this contract by delivery by email or such other electronic means as may be agreed in writing.

1.6 Each party must upon request promptly deliver a physical counterpart of this contract with the handwritten signature or signatures of the party and all written evidence of the authority of a person signing on their behalf, but a failure to comply with the request does not affect the validity of this contract.

2. LIABILITY OF SIGNATORY

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

3. GUARANTEE

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

4. NOMINEE

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

Title

5. ENCUMBRANCES

5.1 The purchaser buys the property subject to:

(a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and

(b) any reservations, exceptions and conditions in the crown grant; and

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

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

6 VENDOR WARRANTIES

6.1 The vendor warrants that these general conditions 1 to 35 are identical to the general conditions 1 to 35 in the form of contract of sale of land published by the Law Institute of Victoria Limited and the Real Estate Institute of Victoria Ltd in the month and year set out at the foot of this page.

6.2 The warranties in general conditions 6.3 and 6.4 replace the purchaser's right to make requisitions and inquiries.

6.3 The vendor warrants that the vendor:

(a) has, or by the due date for settlement will have, the right to sell the land; and

(b) is under no legal disability; and

(c) is in possession of the land, either personally or through a tenant; and

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

(e) will at settlement be the holder of an unencumbered estate in fee simple in the land; and

(f) will at settlement be the unencumbered owner of any improvements, fixtures, fittings and goods sold with the land.

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

(a) public rights of way over the land;

(b) easements over the land;

(c) lease or other possessory agreement affecting the land;

(d) notice or order directly and currently affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;

(e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.

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

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

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

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

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

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

7. IDENTITY OF THE LAND

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

7.2 The purchaser may not:

(a) make any objection or claim for compensation for any alleged misdescription of the property or any deficiency in its area or measurements; or

(b) require the vendor to amend title or pay any cost of amending title.

8. SERVICES

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

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

9. CONSENTS

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

10. TRANSFER & DUTY

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

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

11. RELEASE OF SECURITY INTEREST

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

11.2 For the purposes of enabling the purchaser to search the Personal Property Securities Register for any security interests affecting any personal property for which the purchaser may be entitled to a release, statement, approval or correction in accordance with general condition 11.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.

11.3 If the purchaser is given the details of the vendor's date of birth under general condition 11.2, the purchaser must

(a) only use the vendor's date of birth for the purposes specified in general condition 11.2; and

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

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

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

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

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

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

(a) that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

as though the purchaser was in default.

11.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 1.14 applies despite general condition 11.1.

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

12. BUILDER WARRANTY INSURANCE

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

13. GENERAL LAW LAND

13.2 The remaining provisions of this general condition 13 only apply if any part of the land is not under the operation of the *Transfer of Land Act* 1958.

13.3 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.

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

13.5 The purchaser is taken to have accepted the vendor's title if:

(a) 21 days have elapsed since the day of sale; and

(b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.

13.6 The contract will be at an end if:

(a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and

(b) the objection or requirement is not withdrawn in that time.

13.7 If the contract ends in accordance with general condition 13.6, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.

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

Money

14. DEPOSIT

14.1 The purchaser must pay the deposit:

(a) to the vendor's licensed estate agent; or

(b) if there is no estate agent, to the vendor's legal practitioner or conveyancer; or

(c) if the vendor directs, into a special purpose account in an authorised deposit-taking institution in Victoria specified by the vendor in the joint names of the purchaser and the vendor.

14.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:

(a) must not exceed 10% of the price; and

(b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.

14.3 The deposit must be released to the vendor if:

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

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

(ii) if there are any debts, the total amount of those debts together with any amounts to be withheld in accordance with general conditions 24 and 25 does not exceed 80% of the sale price; and

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

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

14.4 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.

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

14.6 Where the purchaser is deemed by section 27(7) of the *Sale of Land Act* 1962 to have given the deposit release authorisation referred to in section 27(1), the purchaser is also deemed to have accepted title in the absence of any prior express objection to title.

14.7 Payment of the deposit may be made or tendered:

(a) in cash up to $1,000 or 0.2% of the price, whichever is greater; or

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

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

However, unless otherwise agreed:

(d) payment may not be made by credit card, debit card or any other financial transfer system that allows for any chargeback or funds reversal other than for fraud or mistaken payment, and

(e) any financial transfer or similar fees or deductions from the funds transferred, other than any fees charged by the recipient's authorised deposit-taking institution, must be paid by the remitter.

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

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

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

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

15. DEPOSIT BOND

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

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

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

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

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

(a) settlement;

(b) the date that is 45 days before the deposit bond or any replacement deposit bond expires;

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

16. BANK GUARANTEE

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

16.2 In this general condition:

(a) “bank guarantee” means an unconditional and irrevocable guarantee or undertaking by a bank in a form satisfactory to the vendor to pay on demand any amount under this contract agreed in writing, and

(b) “bank” means an authorised deposit-taking institution under the *Banking Act 1959 (Cth)*.

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

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

(a) settlement;

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

(c) the date on which this contract ends in accordance with general condition 35.2 [default not remedied] following breach by the purchaser; and

(d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.

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

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

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

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

17. SETTLEMENT

17.1 At settlement:

(a) the purchaser must pay the balance; and

(b) the vendor must:

(i) do all things necessary to enable the purchaser to become the registered proprietor of the land; and

(ii) give either vacant possession or receipt of rents and profits in accordance with the particulars of sale.

17.2 Settlement must be conducted between the hours of 10.00 am and 4.00 pm unless the parties agree otherwise.

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

18. ELECTRONIC SETTLEMENT

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

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

18.3 Each party must:

(a) be, or engage a representative who is, a subscriber for the purposes of the Electronic Conveyancing National Law,

(b) ensure that all other persons for whom that party is responsible and who are associated with this transaction are, or engage, a subscriber for the purposes of the Electronic Conveyancing National Law, and

(c) conduct the transaction in accordance with the Electronic Conveyancing National Law.

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

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

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

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

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

18.6 Settlement occurs when the workspace records that:

(a) there has been an exchange of funds or value between the exchange settlement account or accounts in the Reserve Bank of Australia of the relevant financial institutions or their financial settlement agents in accordance with the instructions of the parties; or

(b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

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

(a) electronically on the next business day, or

(b) at the option of either party, otherwise than electronically as soon as possible –

if, after the locking of the workspace at the nominated settlement time, settlement in accordance with general condition 18.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.

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

18.9 The vendor must before settlement:

(a) deliver any keys, security devices and codes ("keys") to the estate agent named in the contract,

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

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

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

19. GST

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

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

(a) the particulars of sale specify that GST (if any) must be paid in addition to the price; or

(b) GST is payable solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or

(c) the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or

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

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

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

(a) the vendor warrants that the property is land on which a farming business has been carried on for the period of 5 years preceding the date of supply; and

(b) the purchaser warrants that the purchaser intends that a farming business will be carried on after settlement on the property.

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

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

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

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

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

19.7 In this general condition:

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

(b) 'GST' includes penalties and interest.

20. LOAN

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

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

(a) immediately applied for the loan; and

(b) did everything reasonably required to obtain approval of the loan; and

(c) serves written notice ending the contract, together with written evidence of rejection or non-approval of the loan, on the vendor within 2 clear business days after the approval date or any later date allowed by the vendor; and

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

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

21. BUILDING REPORT

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

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

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

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

(c) is not then in default.

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

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

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

22. PEST REPORT

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

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

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

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

(c) is not then in default.

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

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

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

23. ADJUSTMENTS

23.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.

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

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

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

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

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

23.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 23, if requested by the vendor.

24. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

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

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

24.3 The remaining provisions of this general condition 24 only apply if the purchaser is required to pay the Commissioner an amount in accordance with section 14-200(3) or section 14-235 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* ("the amount") because one or more of the vendors is a foreign resident, the property has or will have a market value not less than the amount set out in section 14-215 of the legislation just after the transaction, and the transaction is not excluded under section 14-215(1) of the legislation.

24.4 The amount is to be deducted from the vendor's entitlement to the contract consideration. The vendor must pay to the purchaser at settlement such part of the amount as is represented by non-monetary consideration.

24.5 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

24.6 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition if the sale of the property settles;

(b) promptly provide the vendor with proof of payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

24.7 The representative is taken to have complied with the requirements of general condition 24.6 if:

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

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

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

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

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

25. GST WITHHOLDING

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

25.2 The purchaser must notify the vendor in writing of the name of the recipient of the *supply for the purposes of section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 21 days before the due date for settlement unless the recipient is the purchaser named in the contract.

25.3 The vendor must at least 14 days before the due date for settlement provide the purchaser and any person nominated by the purchaser under general condition 4 with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth),* and must provide all information required by the purchaser or any person so nominated to confirm the accuracy of the notice.

25.4 The remaining provisions of this general condition 25 apply if the purchaser is or may be required to pay the Commissioner an *amount in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* because the property is *new residential premises or *potential residential land in either case falling within the parameters of that section, and also if the sale attracts the operation of section 14-255 of the legislation. Nothing in this general condition 25 is to be taken as relieving the vendor from compliance with section 14-255.

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

25.6 The purchaser must:

(a) engage a legal practitioner or conveyancer ("representative") to conduct all the legal aspects of settlement, including the performance of the purchaser's obligations under the legislation and this general condition; and

(b) ensure that the representative does so.

25.7 The terms of the representative's engagement are taken to include instructions to have regard to the vendor's interests relating to the payment of the amount to the Commissioner and instructions that the representative must:

(a) pay, or ensure payment of, the amount to the Commissioner in the manner required by the Commissioner and as soon as reasonably and practicably possible, from moneys under the control or direction of the representative in accordance with this general condition on settlement of the sale of the property;

(b) promptly provide the vendor with evidence of payment, including any notification or other document provided by the purchaser to the Commissioner relating to payment; and

(c) otherwise comply, or ensure compliance, with this general condition;

despite:

(d) any contrary instructions, other than from both the purchaser and the vendor; and

(e) any other provision in this contract to the contrary.

25.8 The representative is taken to have complied with the requirements of general condition 25.7 if:

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

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

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

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

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

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

(c) immediately after settlement provide the bank cheque to the Commissioner to pay the amount in relation to the supply; and

(d) give the purchaser a receipt for the bank cheque which identifies the transaction and includes particulars of the bank cheque, at the same time the purchaser gives the vendor the bank cheque.

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

(a) decide if an amount is required to be paid or the quantum of it, or

(b) comply with the purchaser's obligation to pay the amount,

in accordance with section 14-250 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)*. The information must be provided within 5 business days of a written request. The party providing the information warrants that it is true and correct.

25.11 The vendor warrants that:

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

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

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

(a) the penalties or interest arise from any failure on the part of the vendor, including breach of a warranty in general condition 25.11; or

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

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

Transactional

26. TIME & CO OPERATION

26.1 Time is of the essence of this contract.

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

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

26.4 Any unfulfilled obligation will not merge on settlement.

27. SERVICE

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

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

27.3 A document is sufficiently served:

(a) personally, or

(b) by pre-paid post, or

(c) in any manner authorized by law or by the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner, whether or not the person serving or receiving the document is a legal practitioner, or

(d) by email.

27.4 Any document properly sent by:

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

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

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

(d) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.

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

28. NOTICES

28.1 The vendor is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made before the day of sale, and does not relate to periodic outgoings.

28.2 The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale, and does not relate to periodic outgoings.

28.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

29. INSPECTION

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

30. TERMS CONTRACT

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

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

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

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

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

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

(c) the purchaser must deliver copies of any amendments to the policies and the insurance receipts on each amendment or renewal as evidence of the status of the policies from time to time;

(d) the vendor may pay any renewal premiums or take out the insurance if the purchaser fails to meet these obligations;

(e) insurance costs paid by the vendor under paragraph (d) must be refunded by the purchaser on demand without affecting the vendor's other rights under this contract;

(f) the purchaser must maintain and operate the property in good repair (fair wear and tear excepted) and keep the property safe, lawful, structurally sound, weatherproof and free from contaminations and dangerous substances;

(g) the property must not be altered in any way without the written consent of the vendor which must not be unreasonably refused or delayed;

(h) the purchaser must observe all obligations that affect owners or occupiers of land;

(i) the vendor and/or other person authorised by the vendor may enter the property at any reasonable time to inspect it on giving 7 days written notice, but not more than twice in a year.

31. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

31.3 The purchaser must not delay settlement because one or more of the goods is not in the condition required by general condition 31.2, but may claim compensation from the vendor after settlement.

31.4 The purchaser may nominate an amount not exceeding $5,000 to be held by a stakeholder to be appointed by the parties if the property is not in the condition required by general condition 31.2 at settlement.

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

31.6 The stakeholder must pay the amounts referred to in general condition 31.5 in accordance with the determination of the dispute, including any order for payment of the costs of the resolution of the dispute.

32. BREACH

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

(a) compensation for any reasonably foreseeable loss to the other party resulting from the breach; and

(b) any interest due under this contract as a result of the breach.

Default

33. INTEREST

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

34. DEFAULT NOTICE

34.1 A party is not entitled to exercise any rights arising from the other party's default, other than the right to receive interest and the right to sue for money owing, until the other party is given and fails to comply with a written default notice.

34.2 The default notice must:

(a) specify the particulars of the default; and

(b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -

(i) the default is remedied; and

(ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

35. DEFAULT NOT REMEDIED

35.1 All unpaid money under the contract becomes immediately payable to the vendor if the default has been made by the purchaser and is not remedied and the costs and interest are not paid.

35.2 The contract immediately ends if:

(a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and

(b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

35.3 If the contract ends by a default notice given by the purchaser:

(a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and

(b) all those amounts are a charge on the land until payment; and

(c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

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

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

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

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

that money towards those damages; and

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

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

GUARANTEE and INDEMNITY

I/We, ...of .....…….....

and .....of …….....

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

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

(a) any neglect or forbearance on the part of the Vendor in enforcing payment of any of the moneys payable under the within Contract;

(b) the performance or observance of any of the agreements, obligations or conditions under the within Contract;

(c) by time given to the Purchaser for any such payment performance or observance;

(d) by reason of the Vendor assigning his, her or their rights under the said Contract; and

(e) by any other thing which under the law relating to sureties would but for this provision have the effect of releasing me/us, my/our executors or administrators.

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

this ...……..... day of ..……..... 20.....

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

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

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

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

SECTION 32 STATEMENT

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

Vendor:	Megan Louise Ferguson
Property:	Unit 33, 78 Manningham Road, Bulleen VIC 3105

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

Email: info@victorianstatewide.com.au

Ref: 20262313

32A FINANCIAL MATTERS

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

Provider	Amount (& interest if any)	Period
Manningham City Council	$968.00	Per annum
Yarra Valley Water	$205.83	Per annum
MBCM Strata Specialists	$4,489.00	Per annum

Any further amounts (including any proposed Owners Corporation Levy) for which the Purchaser may become liable as a consequence of the purchase of the property are as follows:-
None to the vendors knowledge

Their total does not exceed $6,500.00 per annum

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

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

Not Applicable

Commercial and Industrial Property Tax

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

   Yes ☐ No ☒

2. The AVPCC number is; 125
3. The Entry Date of the land was; N/A

32B INSURANCE

(a) if the contract for the sale of the land does not provide for the land to remain at the risk of the vendor until the purchaser becomes entitled to possession or receipt of rents and profits, particulars of any policy of insurance maintained by the vendor in respect of any damage to or destruction of the land;-

Not Applicable

(b) if there is a residence on the land and section 137B of the **Building Act 1993** applies to the residence, particulars of any cover under the statutory insurance scheme (within the meaning of that Act) applying to the residence.

Not Applicable

32C LAND USE

(a) RESTRICTIONS

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

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

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

(b) BUSHFIRE

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

(c) ROAD ACCESS

There is access to the Property by Road.

(d) PLANNING

Planning Scheme: Manningham City Council Planning Scheme
Responsible Authority: Manningham City Council
Zoning: RGZ – Residential Growth Zone – Schedule 2
Planning Overlay/s: DDO – Design And Development Overlay – Schedule 8

32D NOTICES

(a) Particulars of any Notice, Order, Declaration, Report or recommendation of a Public Authority or Government Department or approved proposal directly and currently affecting the land of which the Vendor might reasonably be expected to have knowledge are:- none to the Vendors knowledge however the Vendor has no means of knowing all decisions of the Government and other authorities unless such decisions have been communicated to the Vendor

(b) The Vendor is not aware of any Notices, Property Management Plans, Reports or Orders in respect of the land issued by a Government Department or Public Authority in relation to livestock disease or contamination by agricultural chemicals affecting the ongoing use of the land for agricultural purposes.

(c) Particulars of any Notice of intention to acquire served under Section 6 of the *Land Acquisition and Compensation Act, 1986* are: Not Applicable.

32E BUILDING PERMITS

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

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

32F OWNERS CORPORATION

Attached is a copy of the current Owners Corporation Certificate issued in respect of the land together with all documents and information required under section 151 of the *Owners Corporations Act 2006*.

32G GROWTH AREAS INFRASTRUCTURE CONTRIBUTION (GAIC)

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

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

32H SERVICES

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

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

32I TITLE

Attached are the following documents concerning Title:

1. Register Search Statement Volume 10795 Folio 915
2. Plan of Subdivision 509207R
3. Owners Corporation Basic report

DATE OF THIS STATEMENT ____ / ____ /20 ____

Name of the Vendor

Megan Louise Ferguson

Signature/s of the Vendor

x

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

DATE OF THIS ACKNOWLEDGMENT [ ] / [ ] /20 [ ]

Name of the Purchaser

Signature/s of the Purchaser

×

IMPORTANT NOTICE - ADDITIONAL DISCLOSURE REQUIREMENTS

Undischarged mortgages – S32A(a)
Where the land is to be sold subject to a mortgage (registered or unregistered) which is not to be discharged before the purchaser becomes entitled to possession or receipt of rents and profits, then the vendor must provide an additional statement including the particulars specified in Schedule 1 of the *Sale of Land Act 1962.*

Terms contracts – S32A(d)
Where the land is to be sold pursuant to a terms contract which obliges the purchaser to make two or more payments to the vendor after execution of the contract and before the vendor is entitled to a conveyance or transfer, then the vendor must provide an additional statement containing the information specified in Schedule 2 of the *Sale of Land Act 1962.*

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

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

VOLUME 10795 FOLIO 915 Security no : 124140532708K
Produced 10/11/2026 02:16 PM

LAND DESCRIPTION

Lot 33 on Plan of Subdivision 509207R.
PARENT TITLE Volume 10630 Folio 921
Created by instrument PS509207R 21/04/2004

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
MEGAN LOUISE FERGUSON of UNIT 33 78 MANNINGHAM ROAD BULLEEN VIC 3105
AR460577D 17/09/2018

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE BA172238V 02/03/2026
NATIONAL AUSTRALIA BANK LTD

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 PS509207R 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 33 78 MANNINGHAM ROAD BULLEEN VIC 3105

ADMINISTRATIVE NOTICES

NIL

eCT Control 16089P NATIONAL AUSTRALIA BANK LTD
Effective from 02/03/2026

OWNERS CORPORATIONS

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS509207R

DOCUMENT END

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Document Type	**Plan**
Document Identification	**PS509207R**
Number of Pages (excluding this cover sheet)	**14**
Document Assembled	**10/11/2026 14:18**

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PLAN OF SUBDIVISION

STAGE NO. --------

LTO use only. **EDITION 3**

Plan Number **PS 509207 R**

Location of Land

Parish: BULLEEN

Township: --------

Section: ---------

Crown Allotment: --------

Crown Portion: ---------

PART OF UNWIN'S CROWN SPECIAL SURVEY

LTO Base Record: D.C.M.B.

Title Reference: VOL.10630 FOL. 921

Last Plan Reference: LOT 2 ON PS 439968C

Postal Address: 78 MANNINGHAM ROAD, BULLEEN 3105.

AMG Co-ordinates E 331 700 N 5 818 140 Zone: 55

Council Certificate and Endorsement

Council Name: MANNINGHAM Ref. 13652

~~1. This plan is certified under section 6 of the Subdivision Act 1988.~~

2. This plan is certified under section 11(7) of the Subdivision Act 1988. Date of original certification under section 6 8 / 4 / 03

~~3. This is a statement of compliance issued under section 21 of the Subdivision Act 1988.~~

OPEN SPACE

(i) A requirement for public open space under section 18 of the Subdivision Act 1988 ~~has/has~~ not been made.

(ii) The requirement has been satisfied.

~~(iii) The requirement is to be satisfied in Stage .....~~

Council delegate
Council seal

Date / /

Re-certified under section 11(7) of the Subdivision Act 1988

Council Delegate
Council Seal

Date 20/ 1 / 04

Vesting of Roads and/ or Reserve

Identifier	Council / Body / Person
ROAD R-1	MANNINGHAM CITY COUNCIL

Notations

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

Depth Limitation DOES NOT APPLY

LOTS 1 TO 17 & 19 TO 44 ARE COMPRISED OF 3 PARTS.

LOT 18 IS COMPRISED OF 4 PARTS

CP No 1: COMMON PROPERTY No. 1

Location of boundaries defined by buildings:

Exterior Face: Boundaries marked 'E'

Interior Face: All other boundaries.

All internal service ducts and pipe shafts within the building are deemed to be part of the common property. The positions of these ducts and shafts have not been shown on the diagrams contained herein. & includes all walls floors & ceilings which define boundaries

Survey This plan is based on survey.

This survey has been connected to permanent mark No(s)

In Proclaimed Survey Area No.

Area of Site: 6217m²

No. of Lots: 44

Easement Information

Legend: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)

EASEMENTS & RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO THE WHOLE OF THE LAND ON THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	CARRIAGEWAY	SEE DIA	TR.A754531	VOL.7103 FOL.576 (part) VOL.6096 FOL.035 (part)
E-2	CARRIAGEWAY, DRAINAGE, SEWERAGE & WATER SUPPLY	SEE DIAG.	PS 439968C	LOT 1 ON PS 439968C
E-3	SEWERAGE	2.00	PS 439968C	YARRA VALLEY WATER LIMITED
R-1	DATA TRANSMISSION	0.80	THIS PLAN	LOTS ON THIS PLAN

LTO use only

Statement of Compliance/ Exemption Statement

Received ✓

Date 5 / 4 /04

LTO use only

PLAN REGISTERED

TIME 2.23PM

DATE 21 / 4 /04

Assistant Registrar of Titles

Sheet 1 of 14

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1st Floor 260 Main Street Lilydale 3140
Tel: (03) 9735 4888
Survey Fax: (03) 9735 1473
Engineering Fax: (03) 9735 3278
Email: jca@jchivers.com.au
Website: www.jchivers.com.au
A.B.N. 75 083 816 915
Quality System Endorsed Company

LICENSED SURVEYOR : JOHN EDWIN CHIVERS

Signature ..... Date / /

REF. 8656 VERSION 04 17/11/03 T.D.

..... Date 20 / 1 /04 Council Delegate Signature

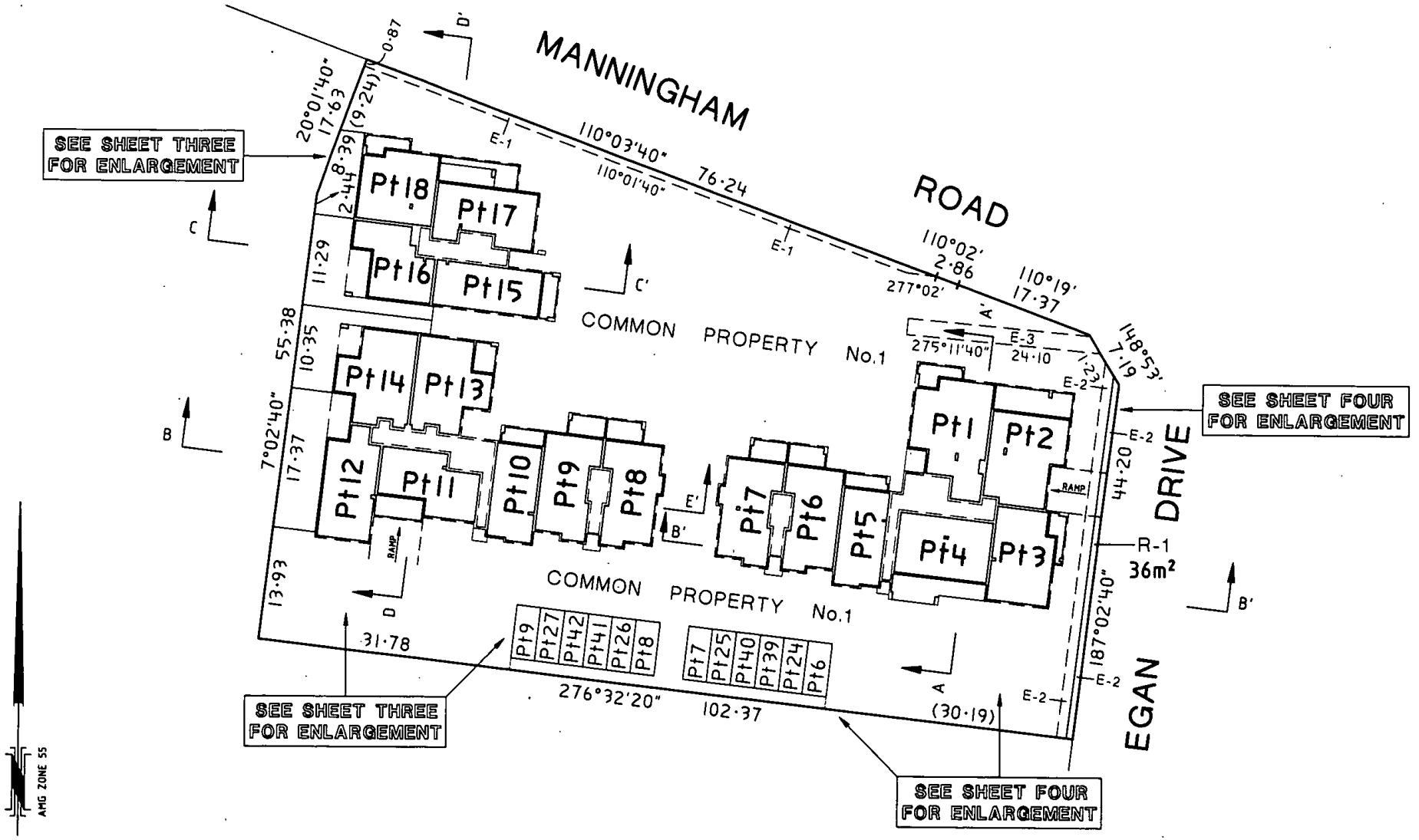
Original sheet size A3

TO01C

DIAGRAM 1
GROUND FLOOR & GROUND STOREY

PLAN OF SUBDIVISION

STAGE NO.	Plan Number
-------	PS 509207 R



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REF. 8656 VERSION 04 18/11/03 T.D.

Sheet 2 of 14
.....
Date / /
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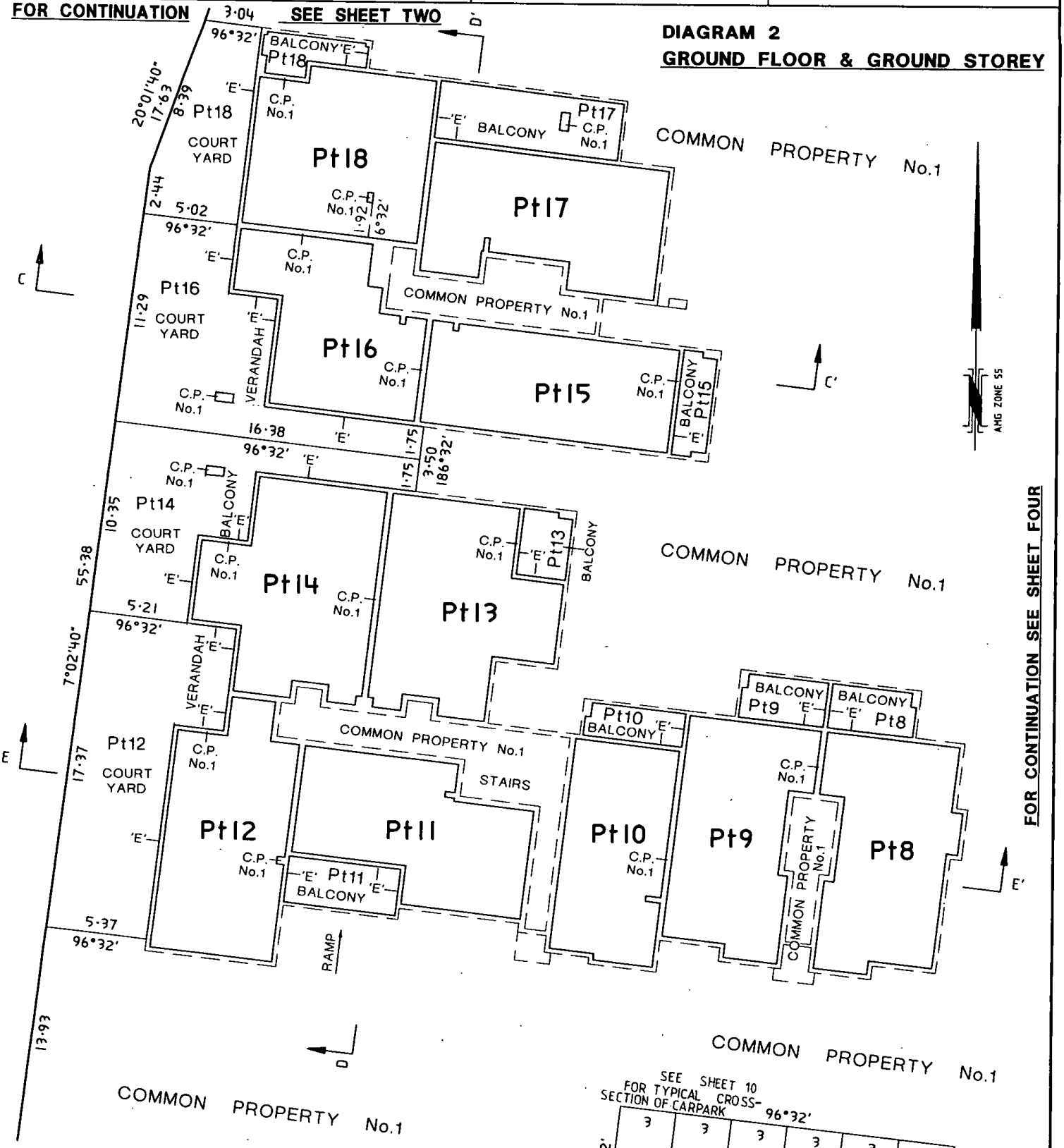
PLAN OF SUBDIVISION

STAGE NO. ------

Plan Number **PS 509207 R**

FOR CONTINUATION SEE SHEET TWO

DIAGRAM 2
GROUND FLOOR & GROUND STOREY



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Surveyors - Engineers - Planners
1st Floor 260 Main Street Lilydale 3140
Tel: (03) 9735 4888
Survey Fax: (03) 9735 1473
Engineering Fax: (03) 9735 3278
Email: jca@jchivers.com.au
Website: www.jchivers.com.au
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				Original sheet size A3

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PLAN OF SUBDIVISION

STAGE NO. ------

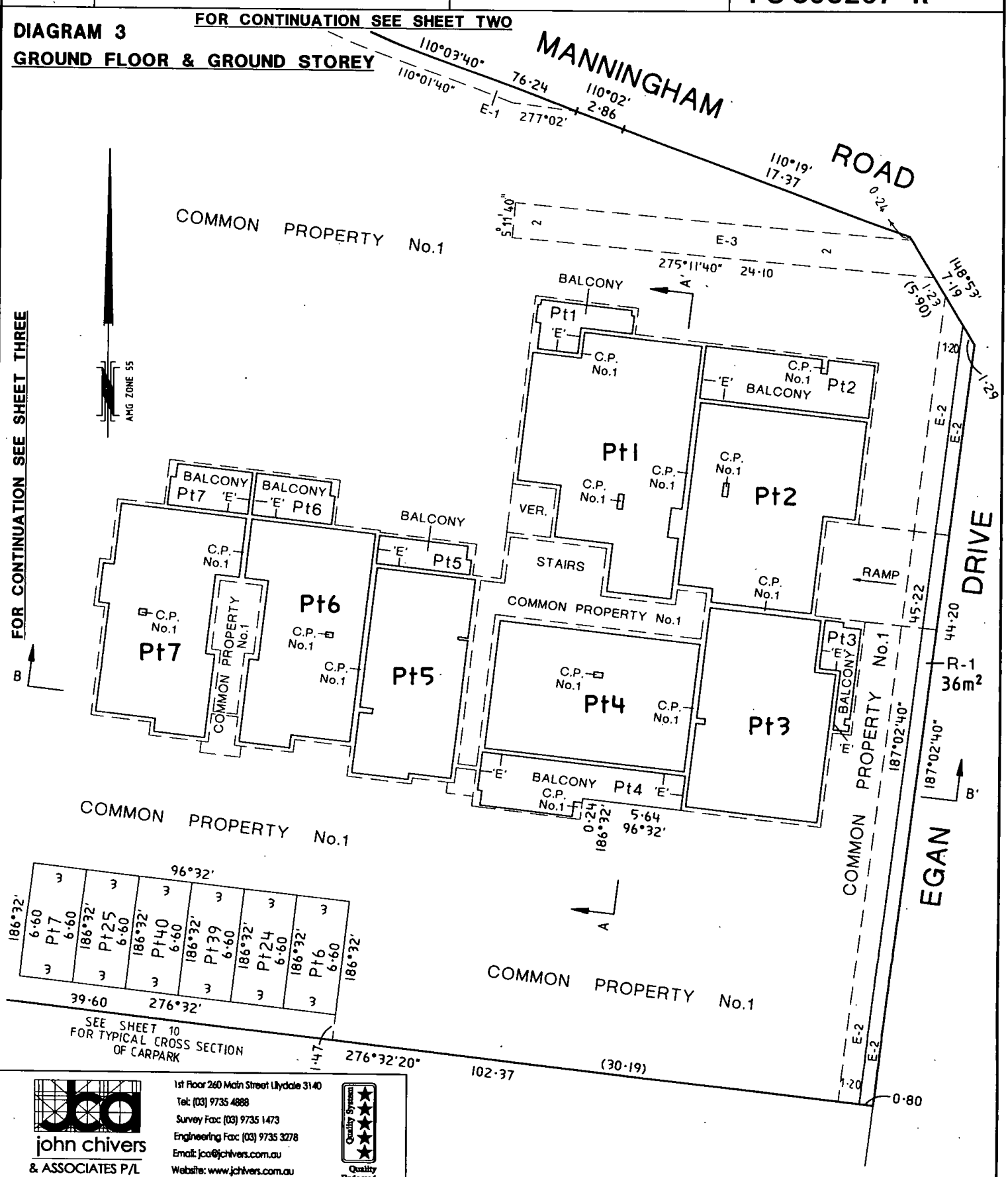
Plan Number **PS 509207 R**

DIAGRAM 3

GROUND FLOOR & GROUND STOREY

FOR CONTINUATION SEE SHEET TWO

FOR CONTINUATION SEE SHEET THREE



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Tel: (03) 9735 4888
Survey Fax: (03) 9735 1473
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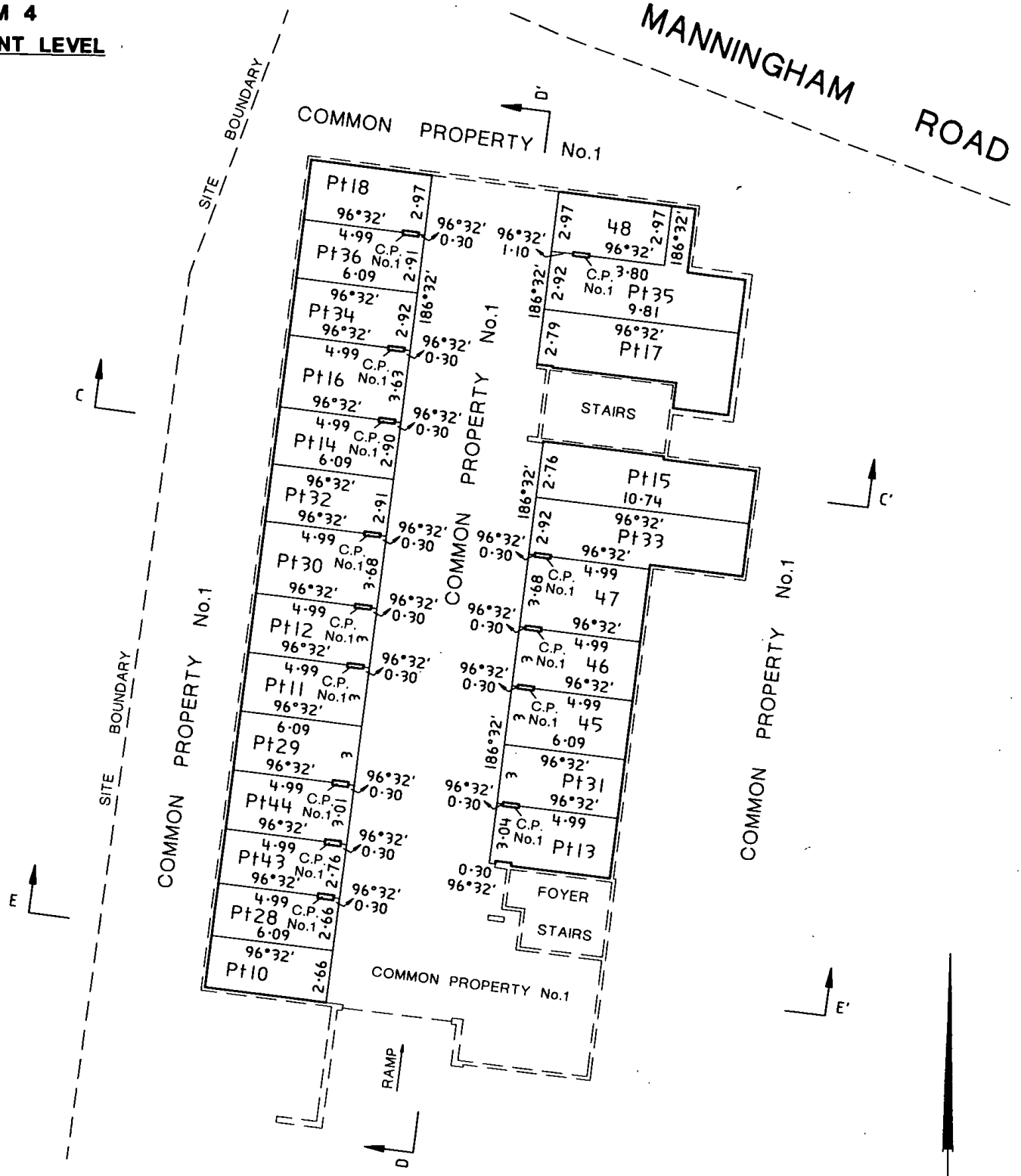
PLAN OF SUBDIVISION

STAGE NO. ---

Plan Number **PS 509207 R**

DIAGRAM 4
BASEMENT LEVEL



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Surveyors - Engineers - Planners
1st Floor 260 Main Street Lilydale 3140
Tel: (03) 9735 4888
Survey Fax: (03) 9735 1473
Engineering Fax: (03) 9735 3278
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AMG ZONE 55

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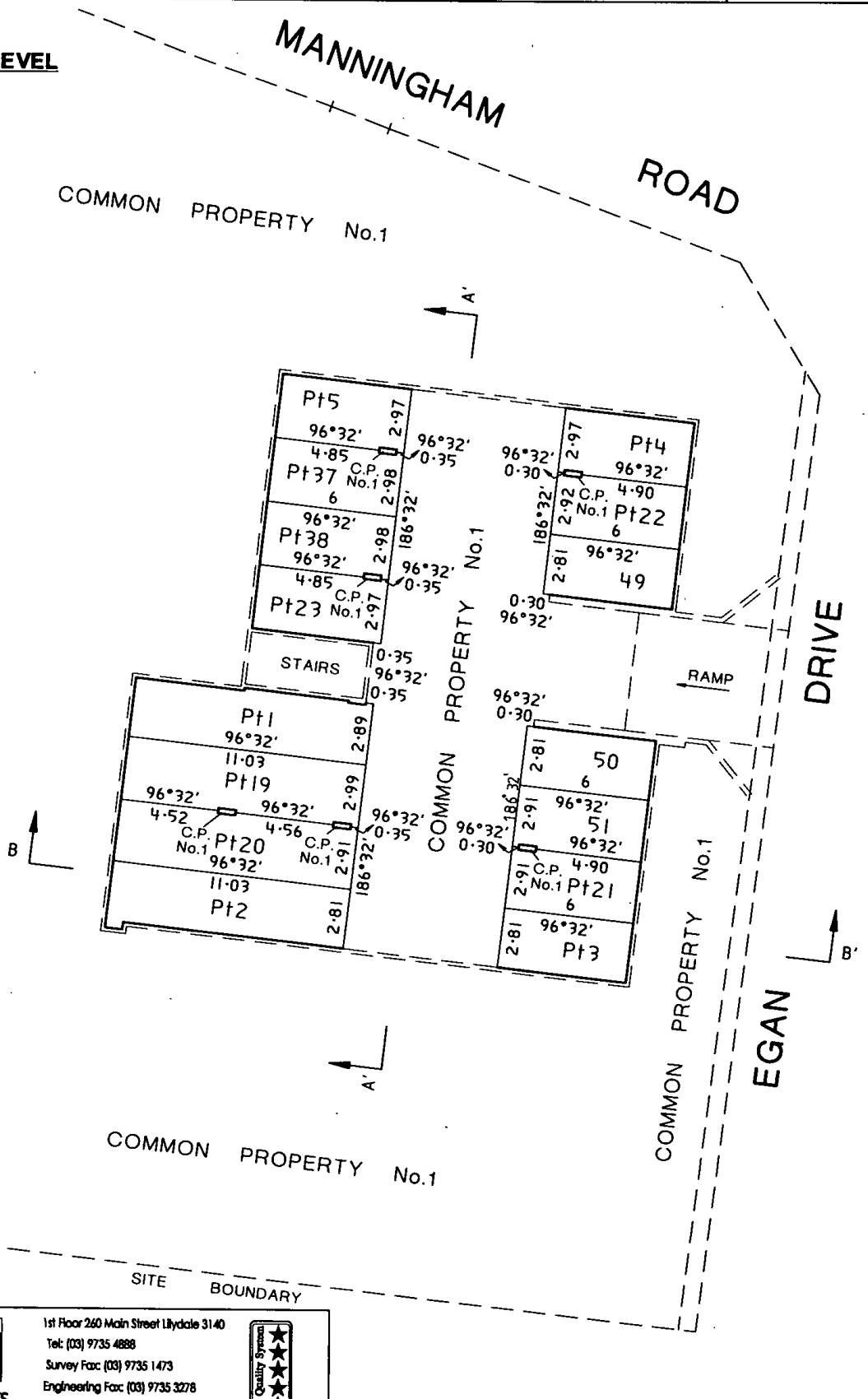
PLAN OF SUBDIVISION

STAGE NO. ------

Plan Number **PS 509207 R**

DIAGRAM 5
BASEMENT LEVEL



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Surveyors - Engineers - Planners
1st Floor 260 Main Street Lilydale 3140
Tel: (03) 9735 4888
Survey Fax: (03) 9735 1473
Engineering Fax: (03) 9735 3278
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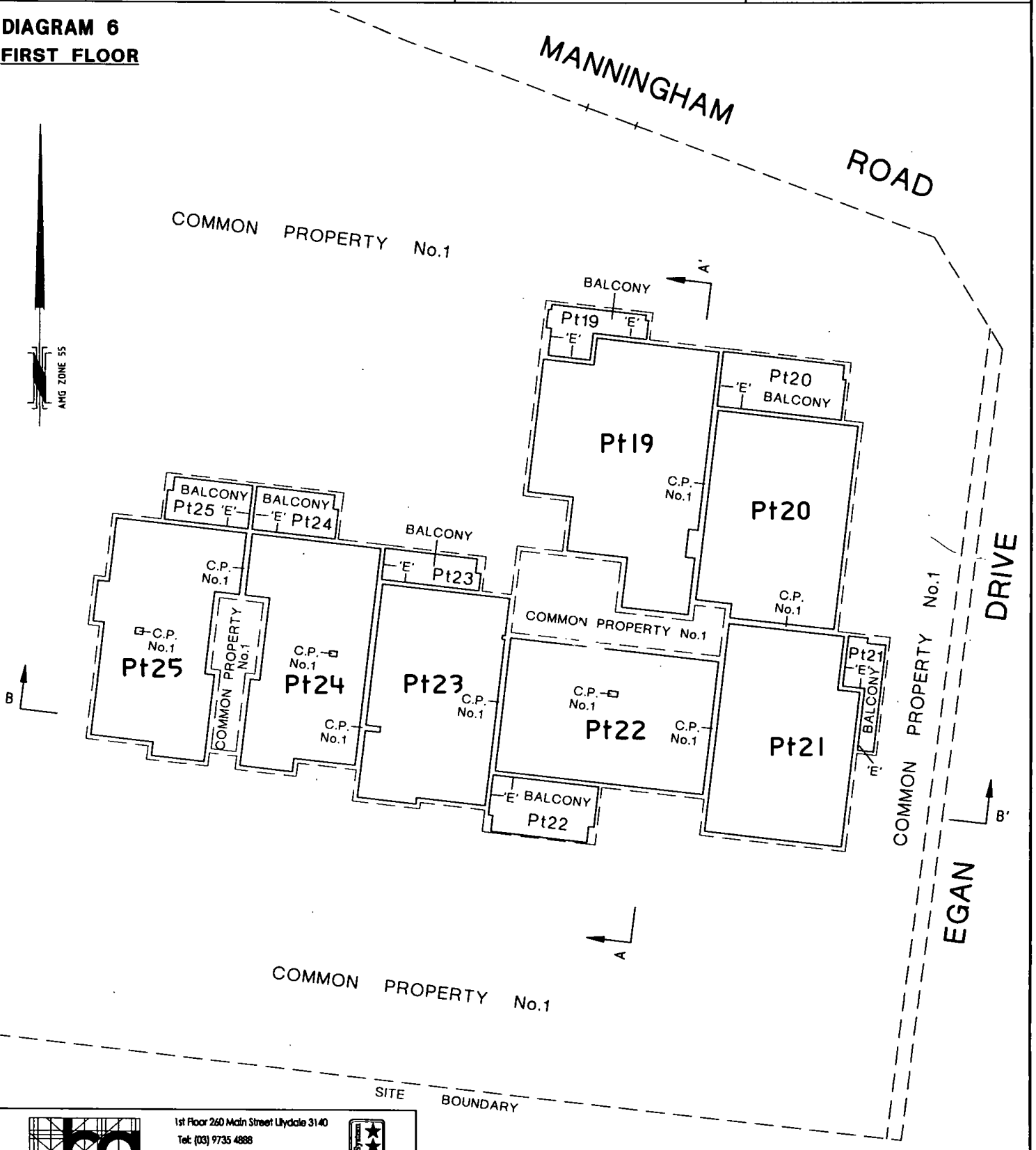
PLAN OF SUBDIVISION

STAGE NO. ---

Plan Number **PS 509207 R**

DIAGRAM 6
FIRST FLOOR



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Tel: (03) 9735 4888
Survey Fax: (03) 9735 1473
Engineering Fax: (03) 9735 3278
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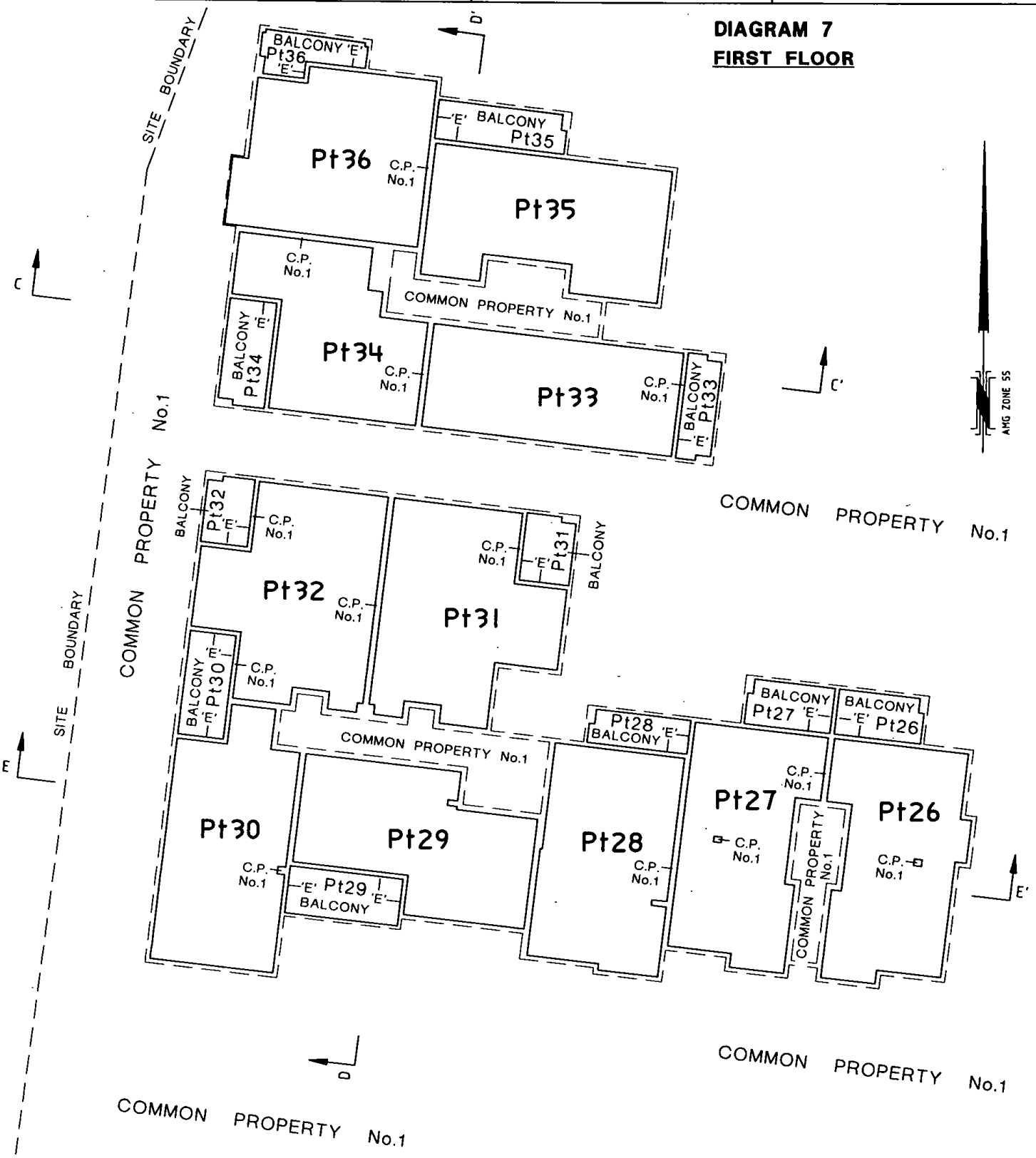
PLAN OF SUBDIVISION

STAGE NO. ------

Plan Number **PS 509207 R**

DIAGRAM 7
FIRST FLOOR



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Tel: (03) 9735 4888
Survey Fax: (03) 9735 1473
Engineering Fax: (03) 9735 3278
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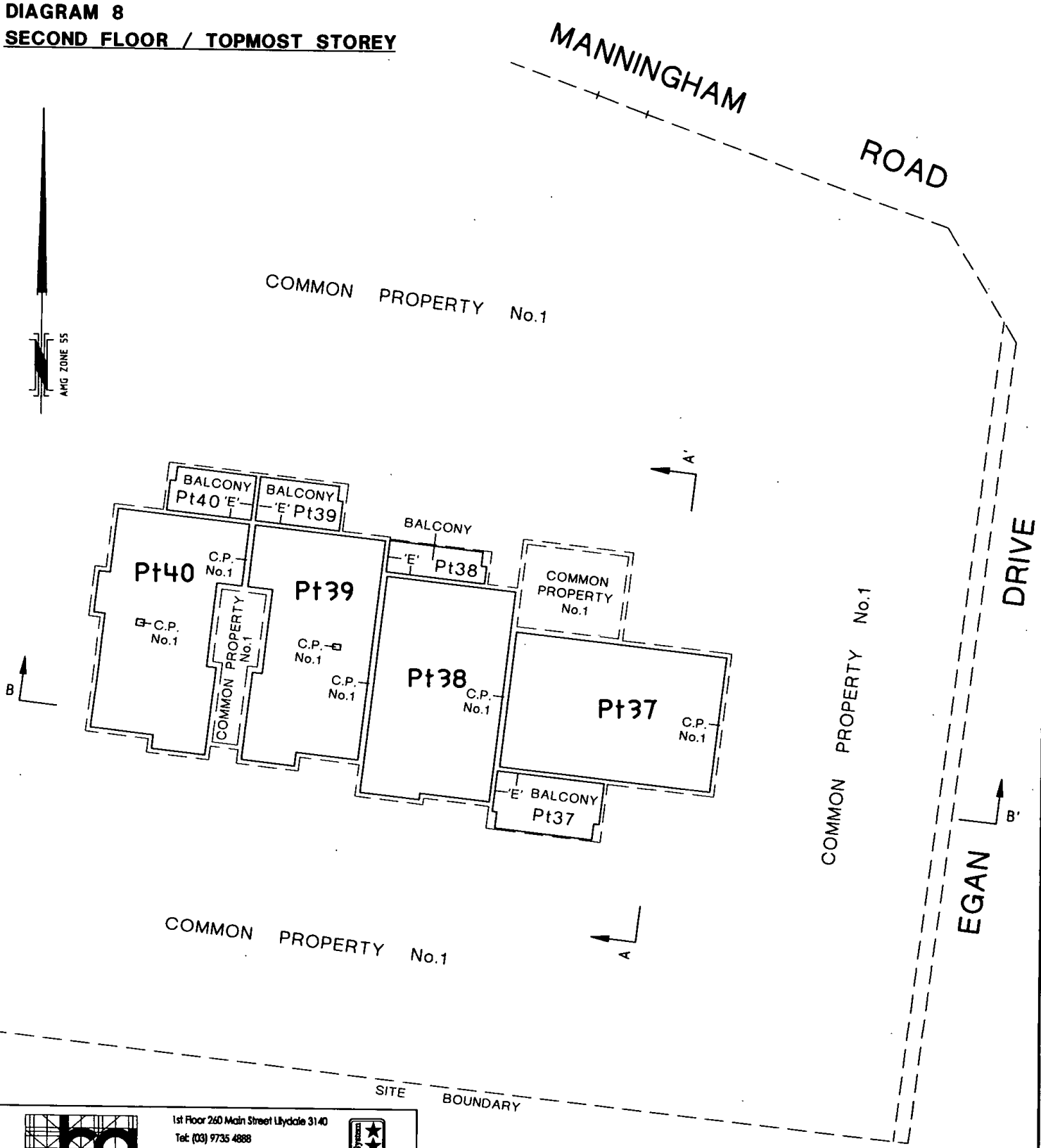
PLAN OF SUBDIVISION

STAGE NO. ------

Plan Number
PS 509207 R

DIAGRAM 8
SECOND FLOOR / TOPMOST STOREY



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1st Floor 260 Main Street Lilydale 3140
Tel: (03) 9735 4888
Survey Fax: (03) 9735 1473
Engineering Fax: (03) 9735 3278
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Sheet 9 of 14

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				Original sheet size A3

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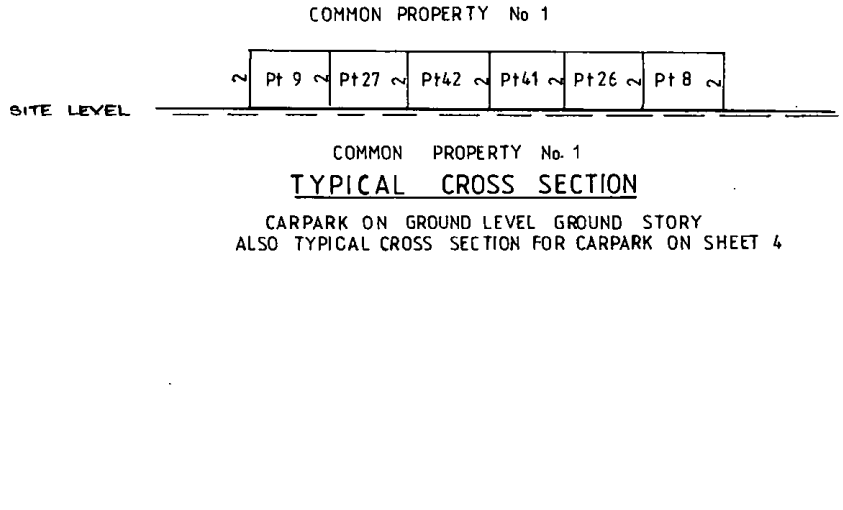
PLAN OF SUBDIVISION	STAGE NO: -------	Plan Number PS 509207 R

DIAGRAM 9
SECOND FLOOR / TOPMOST STOREY



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Tel: (03) 9735 4888
Survey Fax: (03) 9735 1473
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ORIGINAL SCALE	ORIGINAL SHEET SIZE	SCALE	LICENSED SURVEYOR : JOHN EDWIN CHIVERS	Sheet 10 of 14
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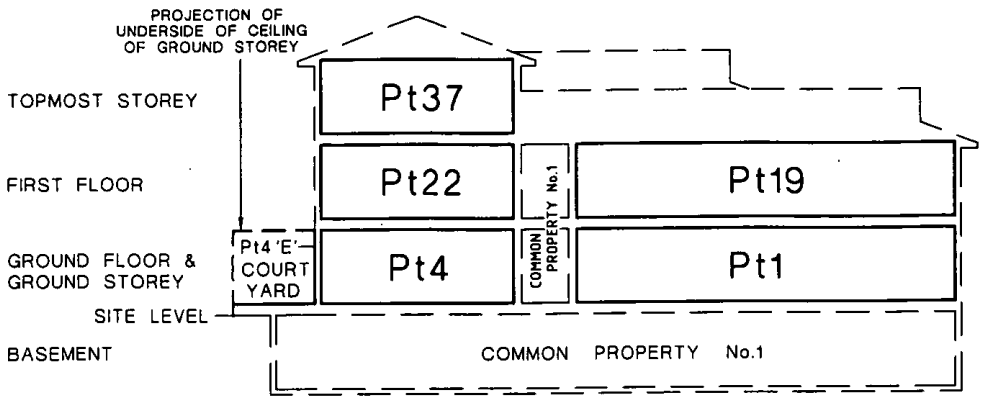
PLAN OF SUBDIVISION

STAGE NO. -------

Plan Number **PS 509207 R**



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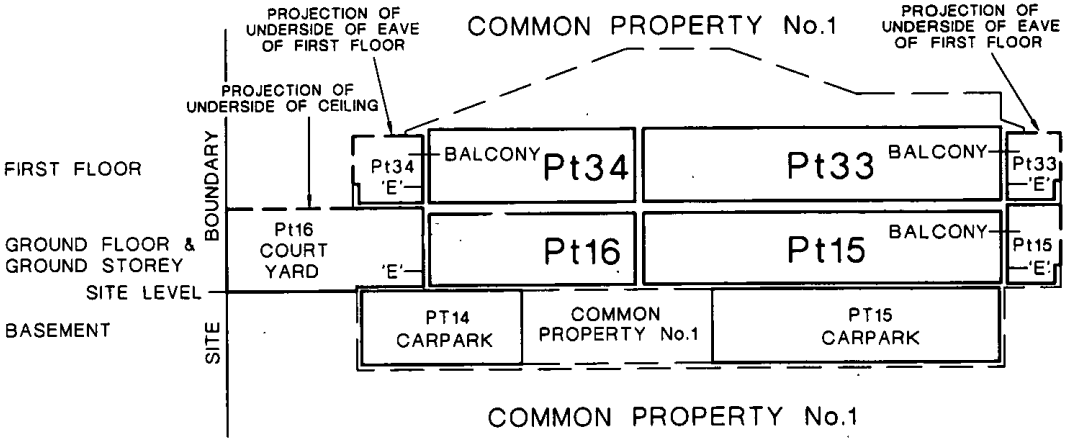

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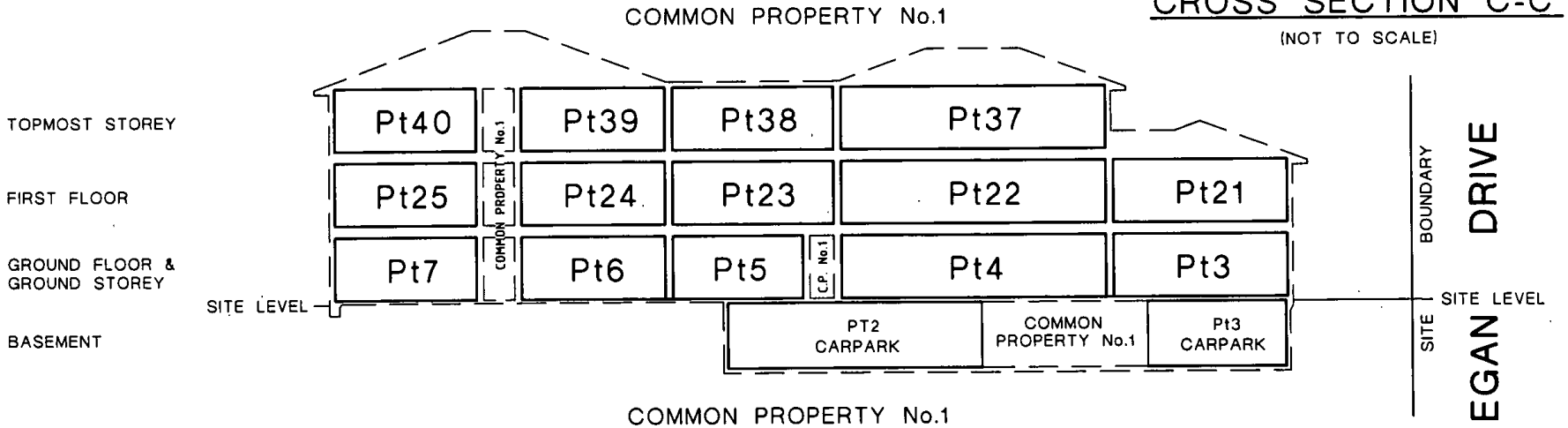

CROSS SECTION B-B'

(NOT TO SCALE)

Sheet 11 of 14

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ORIGINAL

SCALE	SHEET SIZE
1:200	A3

SCALE

2 0 4 8

LENGTHS ARE IN METRES

LICENSED SURVEYOR : JOHN EDWIN CHIVERS

Signature ..... Date / /

REF. 8656 VERSION 04 17/11/03 T.D.

Date / /

Council Delegate Signature

Original sheet size A3

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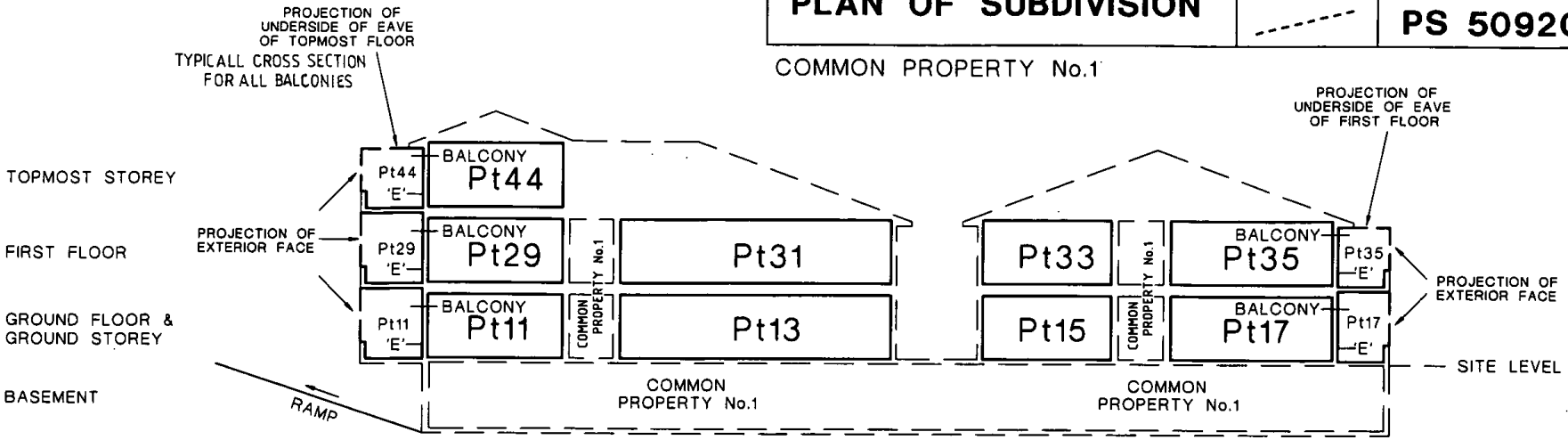
PLAN OF SUBDIVISION

STAGE NO. ------

Plan Number **PS 509207 R**



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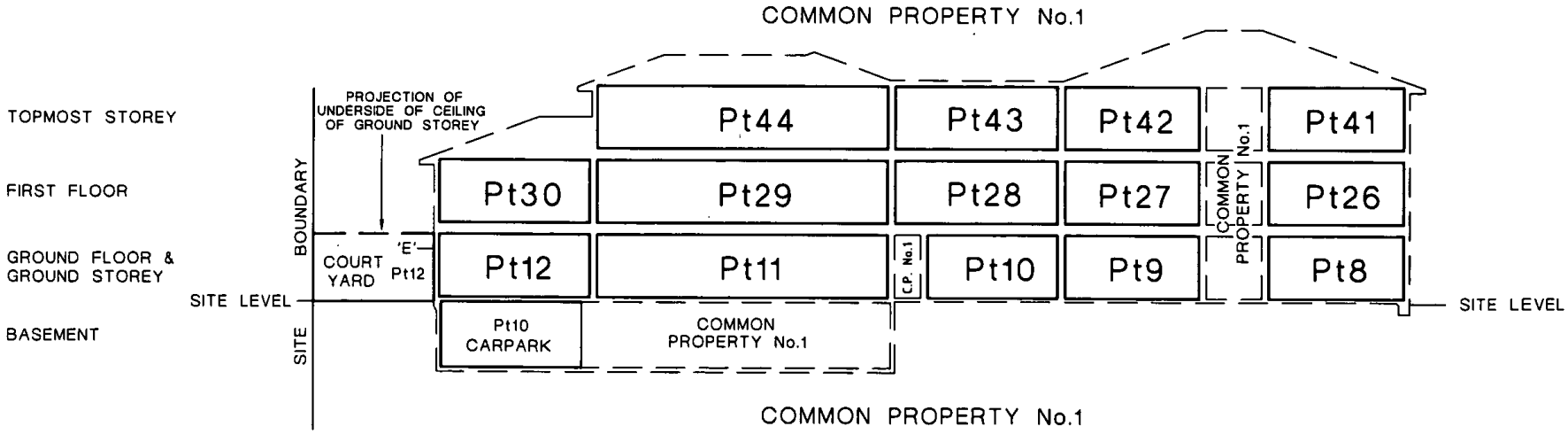

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(NOT TO SCALE)

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ORIGINAL	
SCALE	SHEET SIZE
1:200	A3

SCALE 2 0 4 8

LENGTHS ARE IN METRES

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Signature ..... Date / - /

REF. 8656 VERSION 04 17/11/03 T.D.

Sheet 12 .of 14

Date / /

Council Delegate Signature

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PS509207R

Owners corporation information formerly contained on Sheets

13, 14

of this plan is now available in the Owners Corporation Search Report

Sheets

14

have been removed from this plan

MODIFICATION TABLE

RECORD OF ALL ADDITIONS OR CHANGES TO THE PLAN

WARNING: THE IMAGE OF THIS PLAN/DOCUMENT HAS BEEN DIGITALLY AMENDED. NO FURTHER AMENDMENTS ARE TO BE MADE TO THE ORIGINAL PLAN/DOCUMENT.

PLAN NUMBER

PS509207R

AFFECTED LAND/PARCEL	LAND/PARCEL IDENTIFIER CREATED	MODIFICATION	DEALING NUMBER	DATE	TIME	EDITION NUMBER	ASSISTANT REGISTRAR OF TITLES
THIS PLAN		**CHANGE OF ADDRESS**	**AC933542U**	**28/06/04**		**2**	**ROBERT REDMAN**
THIS PLAN		ADDITIONAL RULES RECORDED	AD082455W	31/08/04		3	ROBERT REDMAN

Delivered by LANDATA®, timestamp 10/11/2026 14:18 Page 14 of 14

Department of Transport and Planning

Owners Corporation Search Report

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Produced: 10/11/2026 02:18:33 PM

OWNERS CORPORATION 1
PLAN NO. PS509207R

The land in PS509207R is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:
Common Property 1, Lots 1 - 51.

Limitations on Owners Corporation:
Unlimited

Postal Address for Services of Notices:
MBCM STRATA SPECIALISTS DONCASTER, 29B ANDERSON STREET TEMPLESTOWE VIC 3106

AU784511C 10/09/2021

Owners Corporation Manager:
NIL

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

Owners Corporation Rules:
1. AD082455W 01/09/2004

Additional Owners Corporation Information:
NIL

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 1	100	100
Lot 2	100	100
Lot 3	100	100
Lot 4	100	100
Lot 5	100	100
Lot 6	100	100

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

Department of Transport and Planning

Owners Corporation Search Report

Produced: 10/11/2026 02:18:33 PM

OWNERS CORPORATION 1
PLAN NO. PS509207R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 7	100	100
Lot 8	100	100
Lot 9	100	100
Lot 10	100	100
Lot 11	100	100
Lot 12	100	100
Lot 13	100	100
Lot 14	100	100
Lot 15	100	100
Lot 16	100	100
Lot 17	100	100
Lot 18	100	100
Lot 19	100	100
Lot 20	100	100
Lot 21	100	100
Lot 22	100	100
Lot 23	100	100
Lot 24	100	100
Lot 25	100	100
Lot 26	100	100
Lot 27	100	100
Lot 28	100	100
Lot 29	100	100
Lot 30	100	100
Lot 31	100	100
Lot 32	100	100
Lot 33	100	100
Lot 34	100	100
Lot 35	100	100

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Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS509207R

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 36	100	100
Lot 37	100	100
Lot 38	100	100
Lot 39	100	100
Lot 40	100	100
Lot 41	100	100
Lot 42	100	100
Lot 43	100	100
Lot 44	100	100
Lot 45	1	1
Lot 46	1	1
Lot 47	1	1
Lot 48	1	1
Lot 49	1	1
Lot 50	1	1
Lot 51	1	1
Total	**4407.00**	**4407.00**

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.

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

PO Box 1, Doncaster, 3108
(03) 9840 9333
manningham@manningham.vic.gov.au

MANNINGHAM

Manningham Council ABN 61 498 471 081

Rates Instalment Notice

1 July 2026 to 30 June 2027

TAX INVOICE
Date of issue: **16 October 2026**
Property ID: **713916**

Amount Due
$242.00

Due Date
30 November 2026

To receive your notice via email please register at:
erates.manningham.vic.gov.au

ML Ferguson
33/78 Manningham Road
BULLEEN VIC 3105

Property location
33/78 Manningham Road BULLEEN VIC 3105
Lot 33 PS 509207R Vol 10795 Fol 915

Property valuation

Level of value date	1 January 2026
Valuation effective date	1 July 2026
Site value	$125,000
Capital improved value	$465,000
Net annual value	$23,250

Instalment details

Second Instalment	**$242.00**
Total	**$242.00**

Interest will be charged on overdue instalments at 10% p.a from instalment due date until date of payment.
Payments or changes received after 12 October 2026 may not be included on this notice.

HOW TO PAY

See reverse for details

	Amount
Second Instalment	
30 November 2026	**$242.00**
Third Instalment	
28 February 2027	**$242.00**
Fourth Instalment	
31 May 2027	**$242.00**

Council Approved Direct Debit

Make direct debit payments in either 4 or 10 instalments from your nominated bank account.
Apply online at **manningham.vic.gov.au/direct-debit-request-form**
You can only apply for this option if the rates are paid up to date.

Online payments

Pay your rates online **manningham.vic.gov.au/pay-rates-online**

Payment Reference No:
7139165

BPAY

Biller Code:
1099
Reference No:
1007139165

Australia Post
13 18 16

Billpay Code:
0918
Reference No:
183270594

Interpreter service **9840 9355**
普通话 廣東話 Ελληνικά Italiano فارسی العربية

Remove slip and attach to your cheque/money order and make it payable to Manningham Council. Please note, receipts will not be issued for payments received by post.

Property ID 713916 Property address 33/78 Manningham Road BULLEEN VIC 3105

SECOND INSTALMENT $242.00

*918 183270594

When to pay

Option 1: Pay by 4 instalments

Four instalment amounts paid by the dates listed on the front page on this notice. This option can also be paid by Council Approved Direct Debit, please complete our online form.

Option 2: Pay by 10 instalments

This option is ONLY available by setting up a Council Approved Direct Debit. Please complete our online form to pay by this option. Instalment notices will not be issued if payment is made using this option.

Single Payment

We do not offer an option to pay in full on 15 February each year. You must pay all instalments by their due dates. For example, if you wish to make one payment each year – you need to do this by 30 September.

Payment difficulties

If you are experiencing difficulty paying your rates, assistance options may be available. These options may include payment plans and, in some circumstances, the option to defer payment of rates. For more information about available support and how to apply, please visit **manningham.vic.gov.au/rates-payment-plan.** If you have any further enquiries, please contact Customer Service on 9840 9333.

Penalties for Late Payment

Overdue rates and charges will be charged interest in line with the penalty interest rate at 10% per annum. Interest accrues from the instalment due date until date of payment.

To receive your notice via email please register at:

erates.manningham.vic.gov.au

eRates

Arrears

Any overdue rates and charges shown on the front of this notice are payable immediately and may be the subject of legal action without further notice.

Allocation of payments

All payments will be allocated in the following order:

1. Legal costs (if any)
2. Interest owing (if any)
3. Arrears owing (if any)
4. Current rates owing

Pensioner Rate Concession

If you have previously applied for a rebate, this will be stated on the front of this notice below the total amount, with the rates and charges adjusted accordingly. Holders of a current Pension Concession Card or Veteran Affairs Gold Card specifying 'War Widow' or 'TPI' may be eligible for a rebate on the current rates, charges and Emergency Services and Volunteer Fund for your principal place of residence.

If you have not received a rebate, please apply by visiting **manningham.vic.gov.au/apply-rates-concession-rebate**. If you have any further enquiries, please contact Customer Service on 9840 9333.

Low Income Health Care Card Rate Reduction

If you have a current Centrelink Low Income Health Care Card showing "LI" you may be eligible for a reduction on the current rates for your principal place of residence.

If you have not received a rate reduction, please apply by visiting **manningham.vic.gov.au/apply-rates-concession-rebate**. If you have any further enquiries, please contact Customer Service on 9840 9333.

Change of details

Revenue Services must be notified in writing for any change of address. Please complete our online form by visiting **manningham.vic.gov.au/update-your-rates-details**.

For a change of ownership, a Notice of Acquisition must be submitted. If you have any further enquiries, please contact Customer Service on 9840 9333.

Contact us

9840 9333

manningham.vic.gov.au

manningham@manningham.vic.gov.au

Live chat at manningham.vic.gov.au

Set and forget with Direct Debit

Avoid the late fees and the hassle. By signing up for direct debit, your payments will be automatic. Once direct debit is set up, it will continue each year.

Sign up today at:

manningham.vic.gov.au/direct-debit-request-form

Whether you are an older person or you care for someone who is, our Healthy Ageing team is here to help you live well. We can connect you, and your support networks to access government funded supports and services, local community groups, and keep you updated about what is on in Manningham and help you navigate My Aged Care. Please contact our Customer Service Team and ask to speak to Healthy Ageing.

HOW TO PAY

Council Approved Direct Debit

Pay by 4 instalments: direct debits will be deducted on the instalment due dates. Savings or cheque accounts only. Pay by 10 instalments: direct debits will be deducted over 10 monthly instalments.

Apply online at **manningham.vic.gov.au/direct-debit-request-form.** Alternatively, please call us on 9840 9333.

In person

Payments can be made at Australia Post; or Manningham Civic Centre, 699 Doncaster Road, Doncaster. Office hours 8:30 am to 5 pm, Monday to Friday.

Online payments

To pay your rates online, visit **manningham.vic.gov.au/pay-rates-online**

Quote the Payment Reference No. shown on the front of this notice.

Australia Post

Payments can be made at Australia Post stores. Present this notice intact and pay by cash, cheque or EFTPOS, debit or credit card (MasterCard or Visa only).

Payments can be made by credit card (MasterCard or Visa only) by phone on 13 18 16.

Quote the Billpay Code and reference number shown on the front of this notice.

BPAY

Telephone and Internet Banking - BPAY®

Contact your participating bank, credit union or building society to make this payment from your cheque or savings account or credit card.

Quote the Biller Code and Customer Reference Number shown on the front of this notice.

Mail

Make cheque payable to Manningham Council and cross 'Not Negotiable'. Detach payment slip and mail with your cheque to: Manningham Council, PO Box 1, Doncaster, Vic 3108.

Important change to BPAY View

You're receiving this notice as you currently receive your rates notice via BPAY View.

This service will soon be discontinued.

MANNINGHAM

What this means for you

Australian banks are phasing out BPAY View. From 1 November 2026, you will no longer receive your rates notice through this service.

Instead, your notice will be sent by post to the address we have on file (shown on your attached rates notice). If your address needs updating, visit:

manningham.vic.gov.au/update-your-rates-details

Update your address

Go paperless with eRates

Register to have your rates notices sent straight to your inbox. With eRates, you can receive notices at multiple email addresses and access them anytime in one secure place.

erates.manningham.vic.gov.au

Sign up for eRates

Interpreter service **9840 9355**

普通话 廣東話 Ελληνικά Italiano فارسی العربية

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

11th November 2026

VICTORIAN STATEWIDE CONVEYANCING P/L.
laurah@VICTORIANSTATEWIDE.COM.AU

Dear VICTORIAN STATEWIDE CONVEYANCING P/L.,

RE: Application for Water Information Statement

Property Address	33/78 MANNINGHAM ROAD BULLEEN 3105
Applicant	Victorian Statewide Conveyancing P/L.
Information Statement	31077589
Conveyancing Account Number	8998494776
Your Reference	2026 2313

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

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

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

Yours sincerely,

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	33/78 MANNINGHAM ROAD BULLEEN 3105

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

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

Existing sewer mains will be shown on the Asset Plan.

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

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

YARRA VALLEY WATER
ABN 93 066 902 501

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	33/78 MANNINGHAM ROAD BULLEEN 3105

STATEMENT UNDER SECTION 158 WATER ACT 1989

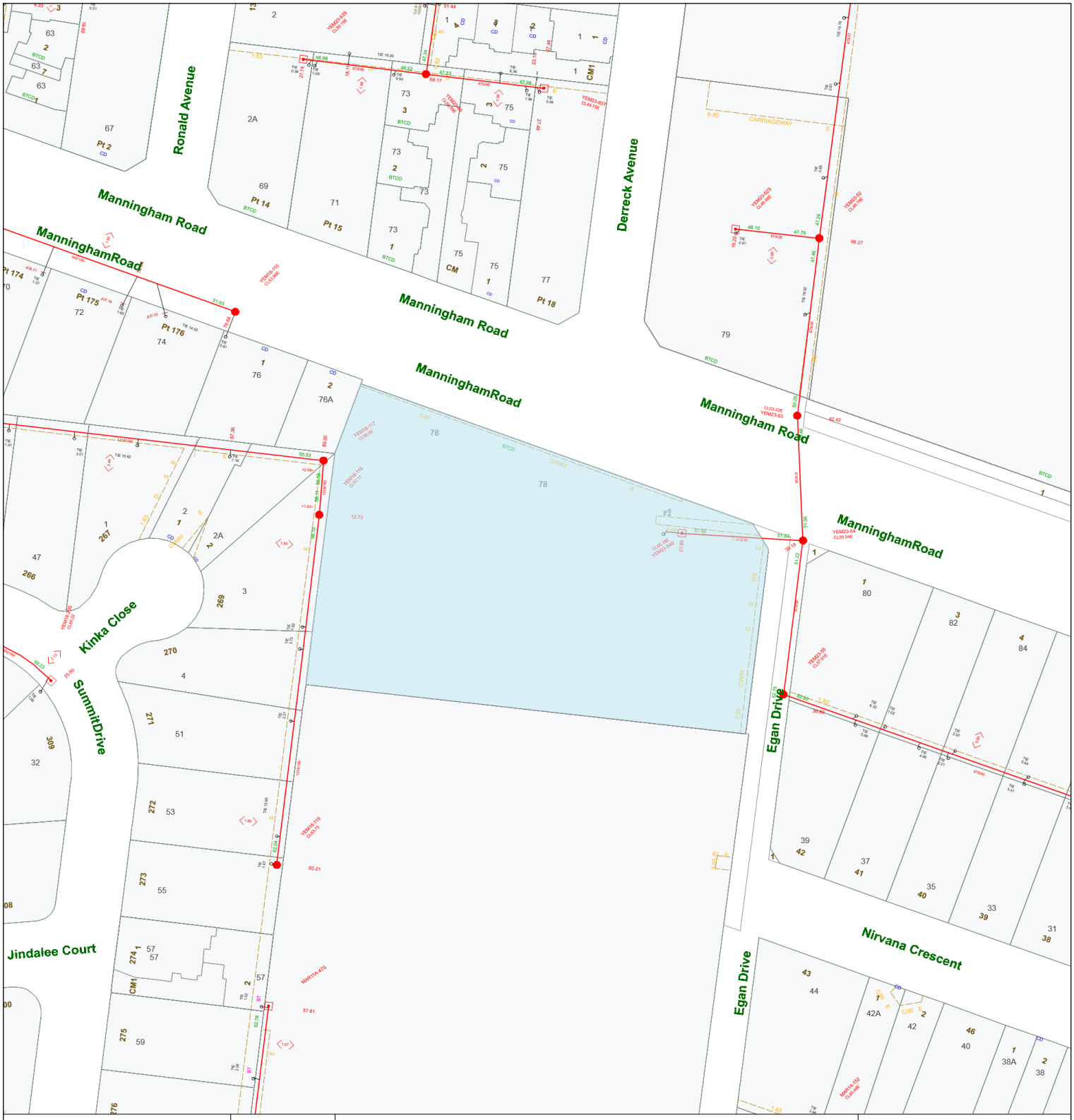
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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: 31077589	Address	33/78 MANNINGHAM ROAD BULLEEN 3105	Yarra Valley Water
	Date	11/11/2026	N
	Scale	1:1000	ABN 93 066 902 501

Existing Title	Access Point Number	GLV2-42	MW Drainage Channel Centreline		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;
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		

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

VICTORIAN STATEWIDE CONVEYANCING P/L.
laurah@VICTORIANSTATEWIDE.COM.AU

RATES CERTIFICATE

Account No: 8998494776
Rate Certificate No: 31077589

Date of Issue: 11/11/2026
Your Ref: 2026 2313

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 33/78 MANNINGHAM RD, BULLEEN VIC 3105	33\PS509207	1603711	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01/10/2026 to 31/12/2026	$22.30	$0.00
Residential Sewer Service Charge	01/10/2026 to 31/12/2026	$127.37	$0.00
Parks Fee	01/10/2026 to 31/12/2026	$23.25	$0.00
Drainage Fee	01/10/2026 to 31/12/2026	$32.91	$0.00
Usage Charges are currently billed to a tenant under the Residential Tenancy Act			
Other Charges:			
Interest	No interest applicable at this time		
No further charges applicable to this property			
		Balance Brought Forward	$0.00
		Total for This Property	$0.00

Lisa Anelli
General Manager
Retail Services

Note:

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

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

3. This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
4. All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.
5. If the total due displays a (-$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2026, 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

Property No: 1603711

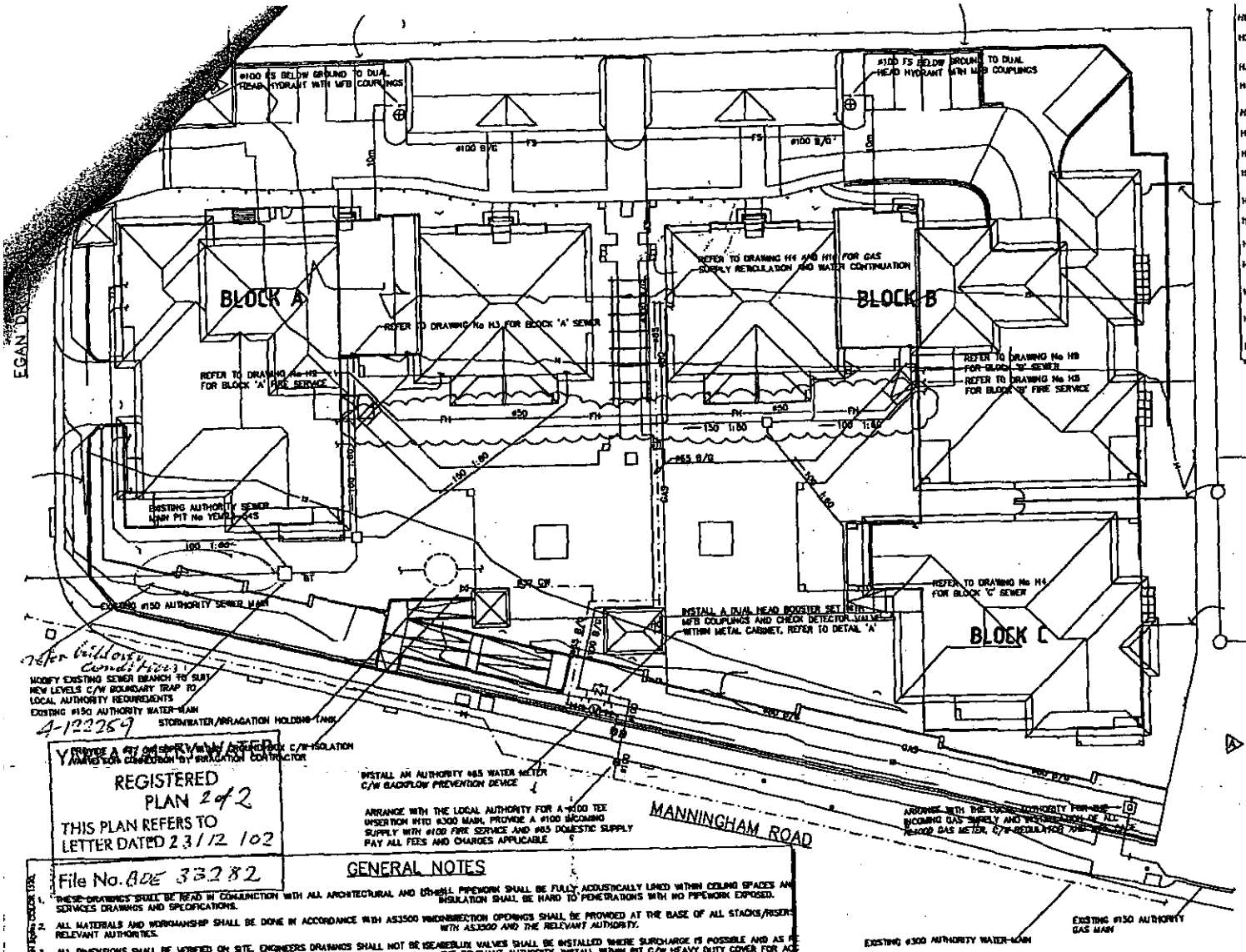
Address: UNIT 33/78 MANNINGHAM RD, BULLEEN VIC 3105

Water Information Statement Number: 31077589

HOW TO PAY

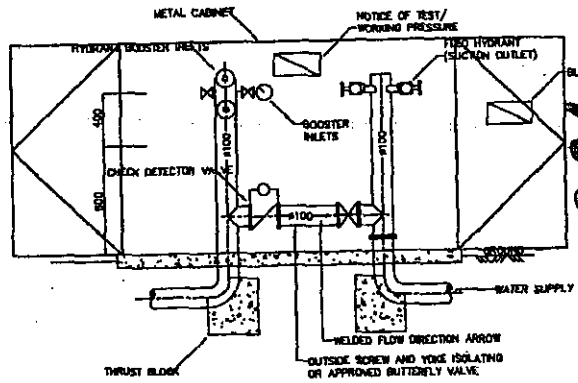
Biller Code: 314567
Ref: 30074611338

Amount Paid		Date Paid		Receipt Number	



H1 – SITE PLAN, LEGEND, GENERAL NOTES AND DRAWING LI
H2 – BLOCK 'A' BASEMENT SEWER, HOT + COLD WATER AND HYDRANT/HOSEREEL LAYOUT
H3 – BLOCK 'A' GROUND FLOOR SEWER LAYOUT
H4 – BLOCK 'A' GROUND FLOOR HOT + COLD WATER LAYO
H5 – BLOCK 'A' FIRST FLOOR SEWER LAYOUT
H6 – BLOCK 'A' FIRST FLOOR HOT + COLD WATER LAYOUT
H7 – BLOCK 'A' SECOND FLOOR SEWER AND HOT + COLD W
H8 – BLOCK 'B' BASEMENT SEWER, HOT + COLD WATER AND HYDRANT/HOSEREEL LAYOUT
H9 – BLOCK 'B' GROUND FLOOR SEWER LAYOUT
H10 – BLOCK 'B' GROUND FLOOR HOT + COLD WATER LAYO
H11 – BLOCK 'B' FIRST FLOOR SEWER LAYOUT
H12 – BLOCK 'B' FIRST FLOOR HOT + COLD WATER LAYOUT
H13 – BLOCK 'B' SECOND FLOOR SEWER AND HOT + COLD
H14 – BLOCK 'C' GROUND FLOOR SEWER AND HOT + COLD
H15 – BLOCK 'C' FIRST FLOOR SEWER AND HOT + COLD WA

ORG	OVERFLOW RELIEF GULLY
GC	GAS COCK
NRV	NON RETURN VALVE
HC	HOSE COCK
G.I.T.	GREASE INTERCEPTOR TRAP
HW	HOT WATER
CW	COLD WATER
W	WASTE
V	VERTICAL VENT
G.V.	GATE VALVE
T.V.	TEMPERING VALVE
T.M.V.	THERMOSTATIC MIXING VALVE
T/B	TO BELOW
T/A	TO ABOVE
F/B	FROM BELOW
F/A	FROM ABOVE
FWG	FLOOR WASTE GULLY
B.T.	BOUNDARY TRAP
FH	FIRE HYDRANT
FHR	FIRE HOSE REEL
RV	ROOF VENT
DG	DISCONNECTOR GULLY
B/T	BUCKET TRAP
I.O.	INSPECTION OPENING
	ALTERING PIPE SIZE
	REMOTE METERING PANEL
	SEWER
	VENT
	COLDWATER
	HOT WATER
GAS	GAS SERVICE
FS	FIRE SERVICE
JU	JUMP UP
	EXISTING SEWER
	FIRE HYDRANT
	FIRE HOSE REEL
	ISOLATING VALVE
	REFLUX VALVE
	SLUICE VALVE
	BACKFLOW PREVENTION DEVICE
	AUTHORITY WATER METER
G	GAS METER
	CHECK WATER METER
	SEWER PUMP
HW	HOT WATER SERVICE
	WASTE POINT



DETAIL 'A'
N.T.S.

REGISTERED PLAN 2 of 2
THIS PLAN REFERS TO LETTER DATED 23/12/02
File No. ADE 33282

GENERAL NOTES

1. THESE DRAWINGS SHOULD BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL AND OTHER SERVICES DRAWINGS AND SPECIFICATIONS.
2. ALL MATERIALS AND WORKMANSHIP SHALL BE DONE IN ACCORDANCE WITH AS3500 AND THE RELEVANT AUTHORITIES.
3. ALL DIMENSIONS SHALL BE VERIFIED ON SITE. ENGINEERS DRAWINGS SHALL NOT BE USED FOR SETTING OUT.
4. VERIFY ALL EXISTING SERVICES, LEVELS AND DIMENSIONS BEFORE COMMENCEMENT OF WORKS ON SITE. SHOP DRAWINGS SHALL ALSO BE ISSUED TO THE ENGINEER PRIOR TO COMMENCEMENT OF WORKS.
5. CO-ORDINATE WITH ALL OTHER SERVICES PRIOR AND DURING SETOUT ON SITE TO ELIMINATE CLASHES.
6. PIPE ROUTES ON ENGINEER'S DRAWINGS ARE DIAGRAMMATIC ONLY, CONTRACTOR IS RESPONSIBLE FOR CO-ORDINATION AND ANY ALTERATIONS REQUIRED.
7. AS BUILT DRAWINGS AND BOUND MANUAL SHALL BE PROVIDED AT THE FINALISATION OF THE PROJECT.
8. ABOLISH ANY UNWANTED EXISTING SERVICES IN ACCORDANCE WITH AS3500 AND THE RELEVANT AUTHORITY.
9. INSTALL APPROVED FIRE COLLARS TO ALL PENETRATIONS TO MAINTAIN FIRE COMPARTMENTATION. ALL OTHER PENETRATIONS SHALL BE FULLY SEALED WITH A FIRE PROOF MATERIAL.
10. ALL PIPEWORK SHALL BE FULLY ACOUSTICALLY LINED WITHIN CEILING SPACES AND INSULATION SHALL BE HARD TO PENETRATIONS WITH NO PIPEWORK EXPOSED.
11. INSPECTION OPENINGS SHALL BE PROVIDED AT THE BASE OF ALL STACKS/RISERS WITH AS3500 AND THE RELEVANT AUTHORITY.
12. GATE VALVES SHALL BE INSTALLED WHERE SURCHARGE IS POSSIBLE AND AS PER THE RELEVANT AUTHORITY. INSTALL WITHIN PIT C/W HEAVY DUTY COVER FOR ACCESS.
13. METERING IS TO BE SUPPLIED BY CARTER RESEARCH COMPLETE WITH ALL PANELS. CONTRACTOR TO CONFIRM ELECTRICAL REQUIREMENTS ARE PROVIDED.
14. PUMPS ARE TO BE SUPPLIED BY 'ALLPURPOSE PUMPS' COMPLETE WITH PIT AND LID, CONTROL PANEL, AUDIBLE ALARM AND ALL WIRING. CONTRACTOR TO CONFIRM ELECTRICAL REQUIREMENTS ARE PROVIDED.
15. THE GAS SERVICE SHALL BE INSTALLED TO AG501 COMPLETE WITH ALL REGULATION AND METERING AS REQUIRED.
16. ALL WATER AND GAS PIPEWORK SHALL BE INSTALLED IN TYPE 'B' COPPER.
17. ALL FLOOR WASTES SHALL BE CHROME PLATED; REFER TO ARCHITECTS DRAWINGS FOR LOCATIONS. ALL EXPOSED PIPEWORK (INTERNALLY) SHALL ALSO BE CHROME PLATED.
18. SEWER/SANITARY PIPEWORK SHALL BE UPVC AND INSTALLED HIGH AS POSSIBLE TO ALLOW MAXIMUM CEILING HEIGHTS.

REVISION	DATE	
HYDRANT SUPPLY MODIFIED TO BLOCK A AND B AND ALTERED TO HOSEREEL SUPPLY ONLY	08/10/03	JH
TWO DUAL HEAD HYDRANTS ADDED	18/09/03	NJ
CLIENT ISSUE	03/09/03	NJ
AMENDMENTS	DATE	BY

SCALE 0 2000 4000 6000 8000 10000 12000

THIS DRAWING IS COPYRIGHT. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AT THE SITE BEFORE COMMENCING ANY WORK SHOWN HEREIN.

PAUL SHAW & associates pty.ltd.
building designers planners
1st Floor, 788A Doncaster rd, Doncaster, 3108
ph. 03 9842 3388
fax 03 9842 4114

SCHEME CONSULTING GROUP ENGINEERS
ACN 007 196 547
Unit 10, 663 Victoria Street Abbotsford 3067
Telephone: (03) 9428 2334
Facsimile: (03) 9428 9447

PROJECT
PROPOSED APARTMENT DEVELOPMENT
AT
78 MANNINGHAM ROAD, BULLEEN
FOR DARNLEY HOMES

HYDRAULIC SERVICES
SITE PLAN, LEGEND, GENERAL NOTES AND DRAWING LIST

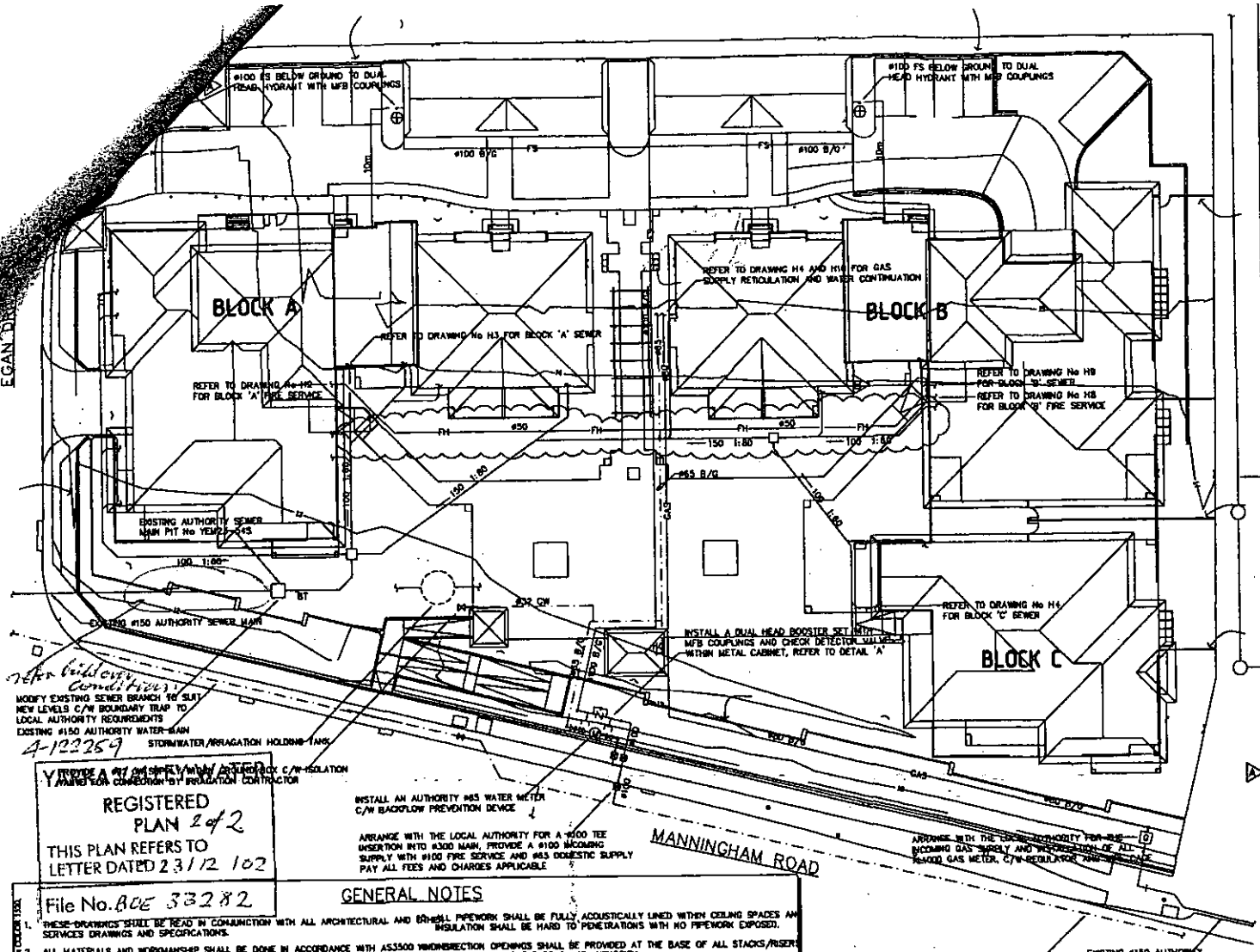
DATE	JUNE '02
DRAWN	NJ
DESIGNED	J.NEWTON
SCALE	1:200
PROJECT No	10998/H
CAD REF	P:\common\proj\10998\dwg\10998-H1.dwg

DRAWING No H1 B
SHT 1 OF 15

LMS# 21933241

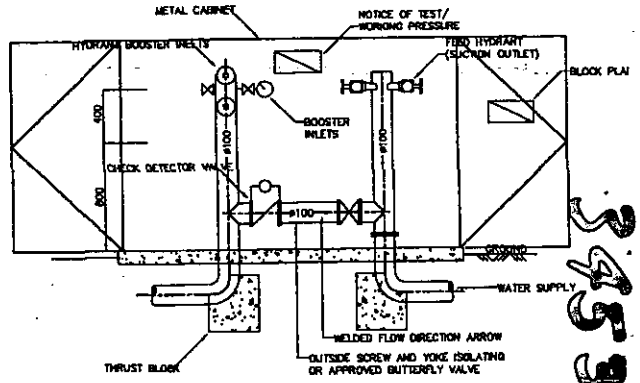
YS 345 343

8 of 13



H1 – SITE PLAN, LEGEND, GENERAL NOTES AND DRAWING LI
H2 – BLOCK 'A' BASEMENT SEWER, HOT + COLD WATER AND HYDRANT/HOSEREEL LAYOUT
H3 – BLOCK 'A' GROUND FLOOR SEWER LAYOUT
H4 – BLOCK 'A' GROUND FLOOR HOT + COLD WATER LAYO
H5 – BLOCK 'A' FIRST FLOOR SEWER LAYOUT
H6 – BLOCK 'A' FIRST FLOOR HOT + COLD WATER LAYOUT
H7 – BLOCK 'A' SECOND FLOOR SEWER AND HOT + COLD W
H8 – BLOCK 'B' BASEMENT SEWER, HOT + COLD WATER AND HYDRANT/HOSEREEL LAYOUT
H9 – BLOCK 'B' GROUND FLOOR SEWER LAYOUT
H10 – BLOCK 'B' GROUND FLOOR HOT + COLD WATER LAYO
H11 – BLOCK 'B' FIRST FLOOR SEWER LAYOUT
H12 – BLOCK 'B' FIRST FLOOR HOT + COLD WATER LAYOUT
H13 – BLOCK 'B' SECOND FLOOR SEWER AND HOT + COLD
H14 – BLOCK 'C' GROUND FLOOR SEWER AND HOT + COLD
H15 – BLOCK 'C' FIRST FLOOR SEWER AND HOT + COLD WA

ORG	OVERFLOW RELIEF GULLY
GC	GAS COCK
NRV	NON RETURN VALVE
HC	HOSE COCK
G.I.T.	GREASE INTERCEPTOR TRAP
HW	HOT WATER
CW	COLD WATER
W	WASTE
V	VERTICAL VENT
G.V.	GATE VALVE
T.V.	TEMPERING VALVE
T.M.V.	THERMOSTATIC MIXING VALVE
T/B	TO BELOW
T/A	TO ABOVE
F/B	FROM BELOW
F/A	FROM ABOVE
FWG	FLOOR WASTE GULLY
B.T.	BOUNDARY TRAP
FH	FIRE HYDRANT
FHR	FIRE HOSE REEL
RV	ROOF VENT
DG	DISCONNECTOR GULLY
B/T	BUCKET TRAP
I.O.	INSPECTION OPENING
AP	ALTERING PIPE SIZE
	REMOTE METERING PANEL
	SEWER
	VENT
	COLDWATER
	HOT WATER
GAS	GAS SERVICE
FS	FIRE SERVICE
JU	JUMP UP
	EXISTING SEWER
	FIRE HYDRANT
	FIRE HOSE REEL
	ISOLATING VALVE
	REFLUX VALVE
	SLUICE VALVE
	BACKFLOW PREVENTION DEVICE
	AUTHORITY WATER METER
G	GAS METER
	CHECK WATER METER
	SEWER PUMP
HW	HOT WATER SERVICE
	WASTE POINT



DETAIL 'A'
N.T.S.

REGISTERED PLAN 2 of 2
THIS PLAN REFERS TO LETTER DATED 23/12/02

File No. ACE 33282

GENERAL NOTES

1. THESE DRAWINGS SHALL BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL AND OTHER SERVICES DRAWINGS AND SPECIFICATIONS.
2. ALL MATERIALS AND WORKMANSHIP SHALL BE DONE IN ACCORDANCE WITH AS3500 AND THE RELEVANT AUTHORITIES.
3. ALL DIMENSIONS SHALL BE VERIFIED ON SITE. ENGINEERS DRAWINGS SHALL NOT BE USED FOR SETOUT.
4. VERIFY ALL EXISTING SERVICES, LEVELS AND DIMENSIONS BEFORE COMMENCEMENT OF WORKS ON SITE. SHOP DRAWINGS SHALL ALSO BE ISSUED TO THE ENGINEER PRIOR TO COMMENCEMENT OF WORKS ON SITE.
5. CO-ORDINATE WITH ALL OTHER SERVICES PRIOR AND DURING SETOUT ON SITE TO ELIMINATE CLASHES.
6. PIPE ROUTES ON ENGINEERS DRAWINGS ARE DIAGRAMMATIC ONLY. CONTRACTOR IS RESPONSIBLE FOR CO-ORDINATION AND ANY ALTERATIONS REQUIRED.
7. AS BUILT DRAWINGS AND BOUND MANUAL SHALL BE PROVIDED AT THE FINALISATION OF THE PROJECT.
8. ABOLISH ANY UNWANTED EXISTING SERVICES IN ACCORDANCE WITH AS3500 AND THE RELEVANT AUTHORITY.
9. INSTALL APPROVED FIRE COLLARS TO ALL PENETRATIONS TO MAINTAIN FIRE COMPARTMENTATION. ALL OTHER PENETRATIONS SHALL BE FULLY SEALED WITH A FIRE PROOF MATERIAL.
10. ALL SEWER PIPEWORK SHALL BE INSTALLED WITHIN CEILING SPACES AND INSULATION SHALL BE HARD TO PENETRATIONS WITH NO PIPEWORK EXPOSED.
11. INSPECTION OPENINGS SHALL BE PROVIDED AT THE BASE OF ALL STACKS/RISERS WITH AS3500 AND THE RELEVANT AUTHORITY.
12. ISOLATING VALVES SHALL BE INSTALLED WHERE SURCHARGE IS POSSIBLE AND AS PER THE RELEVANT AUTHORITY. INSTALL WITHIN PIT C/W HEAVY DUTY COVER FOR ACCESS.
13. METERING IS TO BE SUPPLIED BY CARTER RESEARCH COMPLETE WITH ALL PANELS. CONTRACTOR TO CONFIRM ELECTRICAL REQUIREMENTS ARE PROVIDED.
14. SEWER PUMPS ARE TO BE SUPPLIED BY 'ALLPURPOSE PUMPS' COMPLETE WITH PIT AND LID, CONTROL PANEL, AUDIBLE ALARM AND ALL WIRING. CONTRACTOR TO CONFIRM ELECTRICAL REQUIREMENTS ARE PROVIDED.
15. THE GAS SERVICE SHALL BE INSTALLED TO AG501 COMPLETE WITH ALL RETICULATION AND METERING AS REQUIRED.
16. ALL WATER AND GAS PIPEWORK SHALL BE INSTALLED IN TYPE 'B' COPPER.
17. ALL FLOOR WASTES SHALL BE CHROME PLATED. REFER TO ARCHITECTS DRAWINGS FOR LOCATIONS. ALL EXPOSED PIPEWORK (INTERNALLY) SHALL ALSO BE CHROME PLATED.
18. SEWER/SANITARY PIPEWORK SHALL BE UPVC AND INSTALLED HIGH AS POSSIBLE TO ALLOW MAXIMUM CEILING HEIGHTS.

AMENDMENTS	REVISION	DATE	BY
HYDRANT SUPPLY MODIFIED TO BLOCK A AND B			
AND ALTERED TO HOSEREEL SUPPLY ONLY		08/10/03	JN
TWO DUAL HEAD HYDRANTS ADDED		18/09/03	NJ
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SCALE 2000 0 4000 6000 8000 10000 12000

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PAUL SHAW & associates pty.ltd. building designers planners
1st Floor, 708A Doncaster rd, Doncaster, 3108
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SCHEME CONSULTING GROUP ENGINEERS
ACN 007 186 547 ABN 86 007 186 547
Unit 18, 863 Victoria Street Abbotsford 3067
Telephone: (03) 9428 7334
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PROJECT
PROPOSED APARTMENT DEVELOPMENT
AT
78 MANNINGHAM ROAD, BULLEEN
FOR DARNLEY HOMES

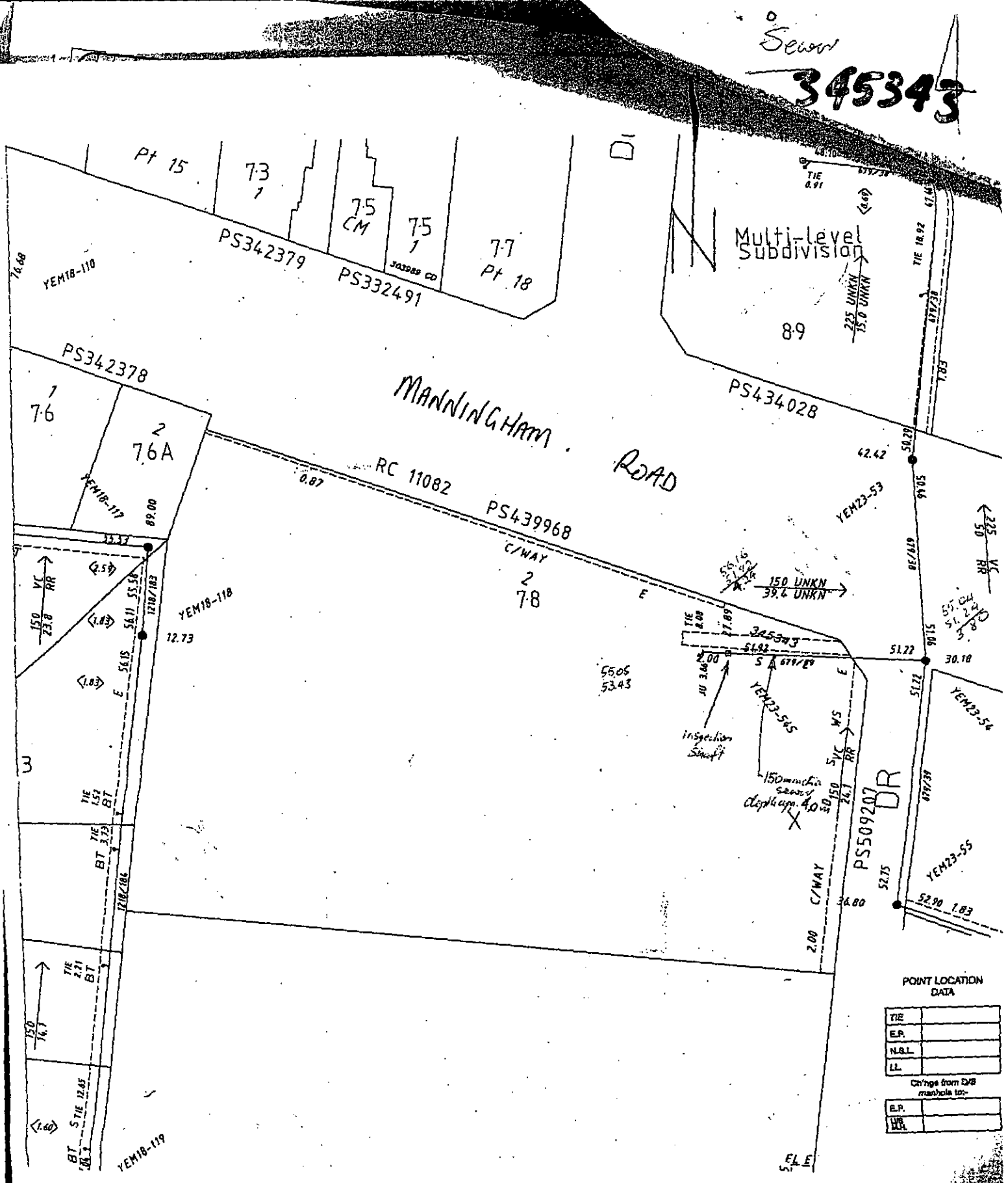
HYDRAULIC SERVICES
SITE PLAN, LEGEND, GENERAL NOTES AND DRAWING LIST

DATE	JUNE '02
DRAWN	NJ
DESIGNED	J.NEWTON
SCALE	1:200
PROJECT No	10998/H
CAD REF	H:\10998\H10\10998-H1.dwg

DRAWING No H1 B
SET OF 15

9 of 13

Sewer
345343



POINT LOCATION DATA

TIE	
E.P.	
N.S.L.	
I.L.	

Ch'nge from D/S manhole to:-

E.P.	
I.L. M.H.	

B.T. OMITTED

YARRA VALLEY WATER LIMITED A.C.N. 066 902 501 PLAN NUMBER: 345343

PROPERTY SEWERAGE PLAN

WARNING: This plan is for property service drainage information only. Yarra Valley Water Limited does not warrant the accuracy or scale of this plan. The company accepts no liability for any loss damage or injury suffered by any person as a result of any inaccuracy in this plan.

Yarra Valley Water

SCALE: 1:500 PREPARED BY: JF MUNICIPALITY MANNINGHAM

ENG/M	1.	2.	3.	4.	ISSUED			

EasyAccess
Yarra Valley Water

YARRA VALLEY WATER LIMITED
(ABN 93 066 902 501)

23 December 2002 2:27

BOE 33282 & Ref No. **4-122259**
Installation No. 21932341

DARNLEY DEVELOPMENTS (VIC) PTY LTD
861 DONCASTER ROAD
DONCASTER EAST 3109

BUILD OVER SEWER/EASEMENT

APPLICANT NAME: DARNLEY DEVELOPMENTS (VIC) PTY LTD

PROPERTY ADDRESS: 78 MANNINGHAM ROAD, BULLEEN 3105

Thank you for your application of 07/11/2002 to build a fence & brick piers over the sewer/easement and a storm water drain in close proximity to the sewer.

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

The work must be carried out in accordance with the attached registered plans (2No).

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

The proposed storm water drain laid adjacent to the sewer is to be at least 600mm horizontally clear of the sewer.

Unrestricted 24-hour access is required to our Inspection Shaft located within the property boundary for maintenance purposes.
The Inspection Shaft must not be covered or concreted over in any way.
Please note also, that the Inspection Shaft cover is to match the final surface level. If required all alteration works are to be at owner's cost and carried out by Yarra Valley Water's approved contractor. Please contact Field Maintenance Section on 9872 1521 for further information regarding this matter.

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

Mitcham Office, Lucknow St, Mitcham
Private Bag 1 Mitcham, Vic 3132 AUSDOC 13204 Mitcham
Telephone Enquiries: 131 695
Fax Number: 9872 2500

Quality System
Quality Endorsed Company

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

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

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

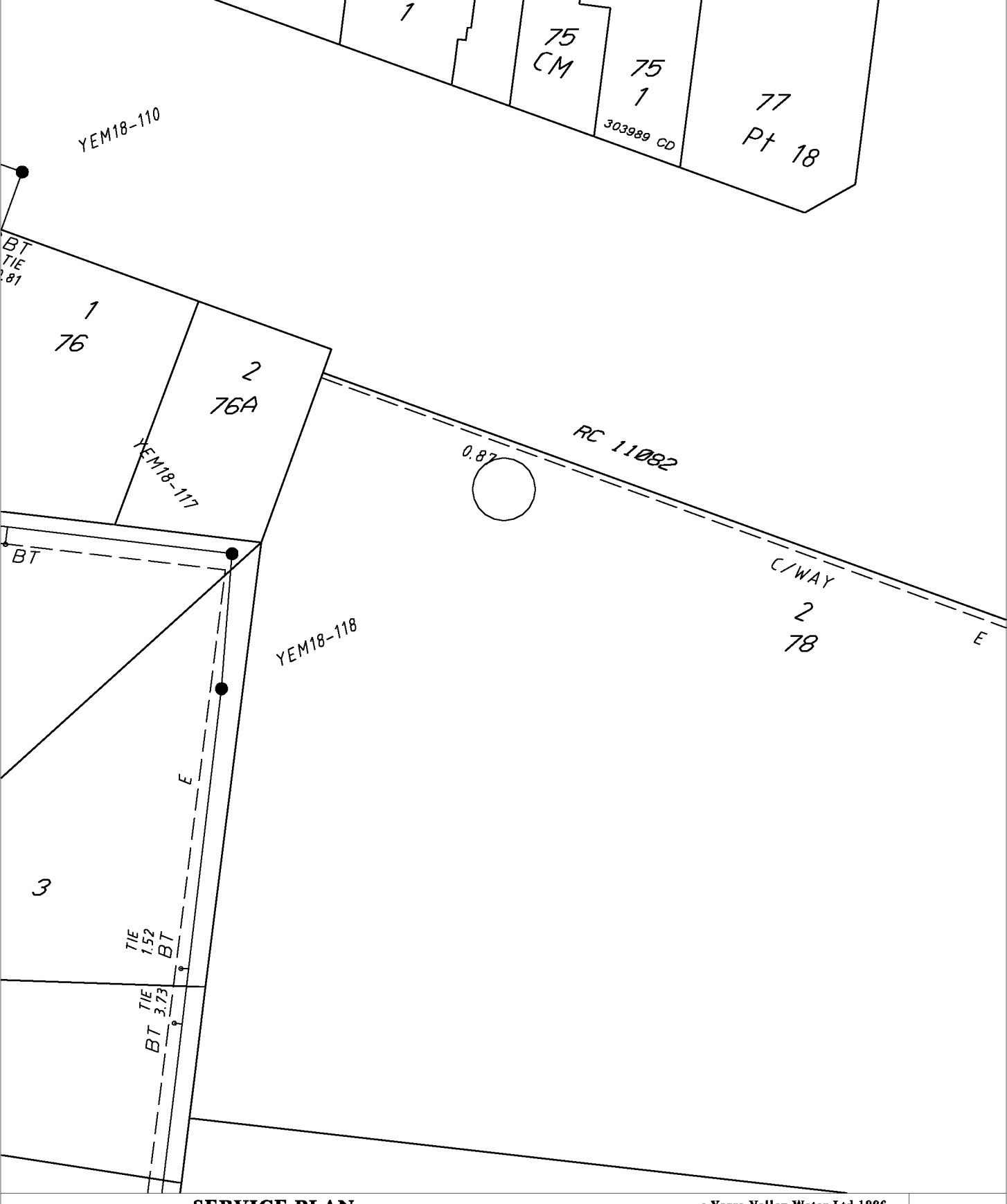
A plan showing the sewer layout is included for your information.



MON GAN
MANAGER CONNECTIONS

Mitcham Office, Lucknow St, Mitcham
Private Bag 1 Mitcham, Vic 3132 AUSDOC 13204 Mitcham
Telephone Enquiries: 131 695
Fax Number: 9872 2500

Quality System
Quality Endorsed Company
AS 3901 Lic QEC 4006



SERVICE PLAN

© Yarra Valley Water Ltd 1996

DISCLAIMER

This information is supplied on the basis that 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; and
* recommends recipients and other persons using this information make their own site investigations and accommodate their works accordingly.

Yarra Valley Water

ADDRESS:
78 MANNINGHAM ROAD, BULLEEN 3105

DATE: 19/12/2002

N

Property Clearance Certificate

Land Tax

VICTORIAN STATEWIDE CONVEYANCING

Your Reference:	2026 2313
Certificate No:	12281584
Issue Date:	24 NOV 2026
Enquiries:	ESYSPROD

Land Address: UNIT 33, -78 MANNINGHAM ROAD BULLEEN VIC 3105

Land Id	Lot	Plan	Volume	Folio	Tax Payable
31522370	33	509207	10795	915	$0.00

Vendor: MEGAN FERGUSON

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year	Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MS MEGAN LOUISE FERGUSON	2026	$127,500	$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):	$490,000
SITE VALUE (SV):	$127,500
CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE:	**$0.00**

Notes to Certificate - Land Tax

Certificate No: 12281584

Power to issue Certificate

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

Amount shown on Certificate

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

Land tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Apportioning or passing on land tax to a purchaser

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

General information

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

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

For Information Only

LAND TAX CALCULATION BASED ON SINGLE OWNERSHIP

Land Tax = $975.00

Taxable Value = $127,500

Calculated as $975 plus ($127,500 - $100,000) multiplied by 0.000 cents.

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = $4,900.00

Taxable Value = $490,000

Calculated as $490,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY

Biller Code:5249
Ref: 12281584

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: 12281584

Visa or Mastercard

Pay via our website or phone 13 21 61.

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax

VICTORIAN STATEWIDE CONVEYANCING

Your Reference:	2026 2313
Certificate No:	12281584
Issue Date:	24 NOV 2026
Enquires:	ESYSPROD

Land Address:	UNIT 33, -78 MANNINGHAM ROAD BULLEEN VIC 3105

Land Id	Lot	Plan	Volume	Folio	Tax Payable
31522370	33	509207	10795	915	$0.00

AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment
125	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:	$490,000
SITE VALUE:	$127,500
CURRENT CIPT CHARGE:	**$0.00**

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 12281584

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

7. Pursuant to section 34 of the CIPT Act, an owner of tax reform scheme land must notify the Commissioner of certain changes of use of tax reform scheme land (or part of the land) including if the actual use of the land changes to a use not described in any AVPCC in the range 200-499 and/or 600-699. The notification must be given to the Commissioner within 30 days of the change of use.

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax

VICTORIAN STATEWIDE CONVEYANCING

Your Reference:	2026 2313
Certificate No:	12281584
Issue Date:	24 NOV 2026

Land Address:	UNIT 33, -78 MANNINGHAM ROAD BULLEEN VIC 3105

Lot	Plan	Volume	Folio
33	509207	10795	915

Vendor: MEGAN FERGUSON

Purchaser: FOR INFORMATION PURPOSES

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

Comments: No windfall gains tax liability identified.

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

CURRENT WINDFALL GAINS TAX CHARGE:

$0.00

Paul Broderick
Commissioner of State Revenue

Notes to Certificate - Windfall Gains Tax

Certificate No: 12281584

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: 12281580

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: 12281580

Visa or Mastercard

Pay via our website or phone 13 21 61.

sro.vic.gov.au/payment-options

Important payment information

Windfall gains tax payments must be made using only these specific payment references.

Using the incorrect references for the different tax components listed on this property clearance certificate will result in misallocated payments.

OWNERS CORPORATION CERTIFICATE

s 151 Owners Corporations Act 2006
r 16 Owners Corporations Regulations 2018

Owners Corporation (1) Plan No. PS 509207 R

Re: **MS M FERGUSON**

Property: **Lot 33, 78 MANNINGHAM ROAD BULLEEN VIC 3105**

Your Ref: **REFERENCE NO. UNIT 33 / OC 509207**

This certificate is issued for Lot 33 known as Unit No. 33 on Plan of Subdivision Plan No 509207 the postal address of which is 33 /78 MANNINGHAM ROAD, BULLEEN, VIC 3105.

1. The current Administration Fund fees for the above lot are $4,289.00 per annum payable quarterly in advance and due on the First day of January, April, July and October each year. Additional Maintenance Fund Contributions fees total $200.00 per annum and are payable quarterly in advance.

2. The fees are paid up until: 31/12/2026.

3. The total of unpaid fees or charges for the lot is: $0.00.

4. No special fees or levies have been struck except:

Due Date	Description	Amount	Date Struck
25/03/2027	Special Levy - Plumbing Repairs	$2,427.95	21/09/2026

5. The Owners Corporation has not performed and is not about to perform any repairs, or other work which may incur additional charges to those set out above except the following: -
- None to our knowledge.

6. The Owners Corporation has the following insurance cover:

Name of Company:	FLEX
No. of Policy:	HQ0006150045
Kind of Policy:	RESIDENTIAL STRATA
Buildings Amount:	$24,930,000.00
Legal Liability Amount:	$30,000,000.00
Buildings Covered:	All
Common Contents:	$164,131.00
Renewal Date:	20/06/2027

7. The Owners Corporation has not resolved that the members may arrange their own insurance under section 63 of the Act.

8. The total funds held by the Owners Corporation are made up of: -

Fund Description	General Account
Administration Fund	$4,163.46
Maintenance Fund	$105,281.68
TOTAL	$109,445.14

9. The Owners Corporation has no liabilities in addition to any liabilities shown above except the following:
- A copy of the minutes of the Annual General Meeting of the Owners Corporation is enclosed for your information.

10. The Owners Corporation has no current contracts, leases, licenses or agreements affecting the common property except the following: -
- None to our knowledge.

11. The Owners Corporation has no current agreements to provide services to lot owners, occupiers or the public except the following: -
- None to our knowledge.

12. There have been no notices or orders served on the Owners Corporation in the last 12 months that have not been satisfied except the following: -
- None to our knowledge.

13. The Owners Corporation is not a party to any legal proceedings or aware of any circumstances that are likely to give rise to proceedings except the following: -
- None to our knowledge.

14. The Owners Corporation has appointed a manager as follows: -

Name MBCM Strata Specialists DONCASTER

Address 29B Anderson Street Templestowe 3106

15. No administrator has been appointed and there has not been a proposal for the appointment of an administrator.

Executed pursuant to sections 10 and 11 of the Owners Corporations Act 2006 by Owners Corporation (1) Plan of Subdivision Plan No 509207.

Dated this 20th day of November 2026



Robyn Taylor (Manager and Delegate of the Owners Corporation)
For and on behalf of MBCM Strata Specialists DONCASTER
29B Anderson Street Templestowe 3106
info@doncaster.mbcm.com.au

NOTE:
1. Further information on prescribed matters can be obtained by inspection of the Owners Corporation Register. Please make your request in writing to the Owners Corporation Manager noted above.

2. Owners are recommended to engage their own building consultant for further advice on building cladding (as applicable).

Please find attached

(i) a copy of the Rules of the Owners Corporation.

(ii) a statement in the prescribed form providing advice and information to prospective purchasers and lot owners.

(iii) a copy of the Minutes of the last Annual General Meeting.

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.

3. Financial updates are available to the applicants only for up to ninety days.

ELECTRONIC PAYMENT OF SETTLEMENT FUNDS

Please deposit any settlement funds for this lot, payable to the Owners Corporation using the following BPAY details.

Biller Code:	96503
Biller Reference:	223216037 00333

MBCM | STRATA SPECIALISTS
DONCASTER

PO Box 1050, Templestowe, VIC 3106 | 29B Anderson Street, Templestowe, VIC 3106
Phone 03 9873 7366 | **Email** info@doncaster.mbcm.com.au | **Website** mbcm.com.au/doncaster

MINUTES OF THE ANNUAL GENERAL MEETING

OWNERS CORPORATION **1** PLAN No **PS509207R**
78 MANNINGHAM ROAD BULLEEN 3105
HELD
via the Zoom Platform
ON
2nd June 2026 at 4:00 PM

1. IN ATTENDANCE & APPOINTMENT OF CHAIRPERSON

Robyn Taylor from MBCM Doncaster.

The Owners Corporation resolves that Robyn Taylor act as Chairman of the Meeting.

2. LOT OWNERS PRESENT / APOLOGIES / PROXIES / ENTITLEMENT TO VOTE / QUORUM

Lot Owners Present:

Unit 3	MR J D CIPOLLA
Unit 4	MS K RIESEN
Unit 7	MS C CHAN
Unit 8	MRS C BEECH
Unit 11	MS M GIARDINA
Unit 22	CHURCHILL PROPERTY TRUST represented by Philip Webb
Unit 27	MR T CHONG
Unit 30	MS M A DHARAN
Unit 32	SARKA BEDNAROVA
Unit 34	MS I MOLYTE
Unit 39 & 47	MS J PAES
Unit 43	MS V LEON

Apologies:
Apologies were received as follows.

Unit 40 & 51	MR R O'SHEA
Unit 28	NADARAJH & RENUKA THANASKANDA

Proxies:
Proxies were received as follows:

Unit 38	DIRECTOR OF HOUSING by proxy to Terrence Chong
Unit 42	MS A HOWELL by proxy to Neil Howell

Entitlement to vote:
All Members represented at the Meeting possessed voting rights.

Quorum:
As there were insufficient Lot Owners represented at the Annual General Meeting to form a quorum under section 77 of the *Owners Corporations Act* 2006 (Vic), all decisions made by the Owners Corporation at this Meeting are deemed **interim resolutions** under section 78(1) of the *Owners Corporations Act* 2006 (Vic) *and may not be acted upon.* They become resolutions of the Owners Corporation (**and are legally binding on all Lot Owners),** 29 days from the date of on which they were made, *unless Notice of a Special General Meeting is given before the expiration of that 29-day period.*

Where Notice of a Special General Meeting is given within the stipulated period, interim resolutions may **only** become resolutions of the Owners Corporation, and acted upon, if they are confirmed at the Special General Meeting (which must be held within 28 days after Notice is given) or if the Meeting is not held, at the expiration of that 28-day period.

3. ADOPTION OF MINUTES FROM THE PREVIOUS ANNUAL GENERAL MEETING

The Owners Corporation resolves to accept the Minutes of the previous Annual General Meeting of the Owners Corporation held on 3rd June 2025 as a true and accurate record of the proceedings of that Meeting, and as part of the Owners Corporation's record.

MOTION CARRIED

4. REPORTS:

a. Manager's Report:
The Manager's Report is tabled for review by Owners and is accessible online. The Owners Corporation resolves to accept the Manager's Report as presented.

MOTION CARRIED

b. Committee Report:

The Owners Corporation resolves to accept the Committee Report as tabled.

The Chairperson, Mr T Chong, provided an update on several key projects currently being undertaken by the Owners Corporation.

- **Solar Program (SOLAR)**

The Chair advised that solar connections have now been completed for participating apartments. Residents who have joined the program are required to source a suitable electricity retailer and energy plan. Owners were encouraged to utilise the Solar Energy Victoria comparison application to compare available plans and maximise the benefits of the solar installation.

- **Balcony Render Repairs**

The Chair provided an update on the balcony render repairs project, advising that works are scheduled to commence during the current week.

It was noted that several balconies throughout the property require repair due to cracking, weathering and end-of-life deterioration. The scope of works includes repair of affected render surfaces and repainting of all balconies to match the original building colours.

Mr Cipolla raised concerns regarding an ongoing water leak affecting his balcony, which appears to originate from the balcony of the unit above. It was agreed that the Manager will assist by contacting the owner of the upper unit and facilitating communication between the parties to address the matter.

- **Building Infrastructure and Maintenance**

The committee received an update regarding ongoing lighting issues within the common property areas. Mr Chong advised that circuit breakers have been installed to address electrical faults affecting the courtyard area between the roadway and the central section of the property. While improvements have been made, several lights remain inoperative and further investigation is required.

Furthermore, the Chair reported that water retention issues within the box gutters between Buildings A and D are currently being investigated. In addition, damage to ceiling plaster within the Building B car park area has been identified and is being assessed.

Ms Riesen noted that a number of other maintenance items, including walkways, paving and garden improvements, have been identified for future consideration. However, given current budget constraints, priority is being given to essential repairs, safety-related works and critical maintenance projects.

- **EV Charging**

The Chair noted that an owner had requested approval to install an EV Charger. The Owner is to scope it out and have a suitable contractor advise on the current infrastructure etc and report back to the Committee.

MOTION CARRIED

c. Grievance Committee Report:

The Manager advised the Meeting that no formal complaints had been received in the 12-month period under review; nor were any matters referred to VCAT in the previous 12 months.

The dispute resolution procedure was resolved at a previous Annual General Meeting:

i. to adopt the Model Rules – Dispute Resolution.

ii. that the Committee of Management form the Owners Corporation Grievance Committee; and

iii. that the Manager be authorised to represent the Owners Corporation at any VCAT Hearing.

MOTION CARRIED

5. ADOPTION OF FINANCIAL STATEMENT (ANNUAL ACCOUNTS)

The Owners Corporation resolves to adopt the Annual Financial Statement as presented, as a true record of the transactions of the Owners Corporation for the year ending 31 March 2026.

6. APPOINTMENT OF MANAGER & DELEGATION OF POWERS & FUNCTIONS

The Owners Corporation resolves to re-appoint MBCM Doncaster as Manager for 12 months at the Management Fee set out in section 2.1 of the Contract of Appointment, in accordance with section 119 of the *Owners Corporations Act* 2006 (Vic).

MOTION CARRIED

The Owners Corporation delegates to the Manager all the powers and functions of the Owners Corporation (other than the power or function that requires a Unanimous Resolution or Special Resolution or this power of delegation) that are necessary to enable the Manager to perform its duties under the Appointment.

In accordance with Part 12 of the *Owners Corporations Act* 2006 (Vic). the Manager is registered with the Business Licensing Authority, Registration No. 1262.

A Contract of Appointment to be signed electronically. The following two owners volunteered to execute the Contract of Appointment on the Owners Corporation's behalf:

Unit 27 Mr T Chong
Unit 34 Ms I Molyte

7. INSURANCE

Building Insurance & Legal Liability Cover

The Manager advised the Meeting that they are an Authorised Representative for CHU Underwriting Agencies Pty Ltd, Flex Insurance and Whitbread Insurance Brokers, as well as an Authorised Distributor for Honan Insurance Brokers and Strata Community Insurance.

The Manager is required to obtain clear instructions for the renewal of the insurance.

The Manager advised the Meeting that we provide only general advice about insurance, not personal advice. You should read the insurers' Product Disclosure Statement (PDS) before you make a decision to purchase your building insurance.

The Manager advised the Meeting that to accurately assess an appropriate building sum insured figure a property valuation for insurance purposes should be obtained.

The Owners Corporation is currently insured as detailed below:

Insurer:	FLEX
Policy No:	HQ0006150045
Building Sum Insured:	$24,930,000.00
Legal Liability:	$30,000,000.00
Office Bearer:	$5,000,000.00
Standard Excess:	$2,000.00
Renewal Date:	20 June 2026
Last Valuation Date:	14 June 2022

It was resolved to:

- It was resolved to proceed with obtaining an Insurance Valuation prior to the next insurance renewal in 2027.
- It was further noted that participation by committee members during the valuation site inspection would be beneficial to assist the valuer in identifying any significant building improvements, maintenance works or site-specific considerations that may impact the valuation assessment.
- It was resolved that the legal liability cover of $30,000,000.00 be deemed adequate.
- The Owners Corporation resolves that the Office Bearers amount of $5,000,000.00 be deemed adequate.
- It was resolved to engage an Insurance Broker to obtain quotations and that these be distributed to the Committee for consideration prior to the next renewal (which is due on 20 June 2027).

MOTION CARRIED

The insurer's Product Disclosure Statement is available via the following website:

FLEX - www.flexinsurance.com.au

Owners are reminded that the Owners Corporation insurance DOES NOT cover contents or personal Public Liability inside the Lot or Accessory Unit on Title. Each Owner should have Contents Insurance that includes personal Public Liability. Landlords are advised to have Landlord's Contents cover including public liability. Floating floors may not be covered under the building insurance policy and as such, Owners should consider increasing their contents cover for this item.

Owners are requested to notify the Manager of any change in use of the premises or any item that may affect the insurance policy, such as the storage of hazardous goods or structural alterations, so that the insurer can be advised and disclosure requirements are complied with.

Responsibility for Insurance Excess
Pursuant to Section 23A (3c) of the Owners Corporations Act (2006), the meeting resolved that the Owners Corporation is to levy a lot owner a fee to recover the cost of the insurance excess on a claim if the claim solely relates to a lot owner's lot.

8. APPLICATION OF PENALTY INTEREST TO ARREARS & TAKING MATTERS TO VCAT

It was unanimously resolved to adopt the following resolutions:

Resolution:
"The Owners Corporation has previously resolved by Resolution to commence debt recovery proceedings for recovery of outstanding fees levies charges and other money due, against any Lot Owner of the Owners Corporation in any Court of competent jurisdiction in the case of bankruptcy or proceedings against a company. This resolution does not detract in any way from the power of the Owners Corporation to make an application to VCAT under Part 11 of the Owners Corporations Act 2006 to recover fees and charges and other money or to enforce the Rules of the Owners Corporation. The Manager of the Owners Corporation and/or the Committee shall have the power pursuant to this resolution to determine the appropriate jurisdiction on a case-by-case basis in the sole discretion of the Manager and/or the Committee".

Resolution:
"The Owners Corporation has previously resolved to charge interest on any amount payable by a Lot to the Owners Corporation that is still outstanding after the due date for payment at the maximum rate prescribed from time to time under the *Penalty Interest* Rates Act 1983 which is currently 10%".

9. GENERAL BUSINESS

A) Review of building and routine repairs:

Gutter Cleaning
The Owners Corporation resolves that Gutter Cleaning services continue to be provided by Spout Suckers annually in September.

Gardening
The Owners Corporation resolves that gardening services continue to be provided by Simply Better Services (SBS).

Caretaking
The Owners Corporation resolves that caretaking services continue to be provided by The Minders.

Autogate & Autodoor Services
The Owners Corporation resolves that Autogate and door services continue to be provided by Automatic Access, 6 monthly in April & October.

Bin Room Cleaning
The Owners Corporation resolves that Bin Room cleaning services continue to be provided by The Minders quarterly.

Carpet Cleaning
The Owners Corporation resolves that Carpet Cleaning services continue to be provided by Ideal Steam Cleaning Carpet & Upholstery annually in February.

Window Cleaning
The Owners Corporation resolves that Window Cleaning services continue to be provided by Mirage Window Cleaning annually. This is to be done after gutter cleaning. Preferably, in October. It was noted that the cleaning covers inaccessible windows only.

Hot Water Services
The Owners Corporation resolves that Hot Water Servicing continues to be provided by Park Lane Plumbing, 6 monthly in June & December.

Pest Control
The Owners Corporation resolves that pest control services continue to be provided by WR Gay Pest Control P/L.

Garbage Recycle Management
The Owners Corporation resolves that Garbage Recycle Management services continue to be provided by Waste Wise Environmental.

B) Maintenance Plan

C) Essential Safety Measures (ESM)
The Owners Corporation resolved that Linkfire continue to act as the Agent for Owners Corporation 1 PS509207R for the specific purpose of having authority to sign the Annual Essential Safety Measures Report (AESMR) for the common property only. The last AESMR was dated 22nd August, 2025.

As a mandatory obligation, the manager is authorised to affect immediate repairs to meet on-going compliance and avoid fines and/or building orders.

Owners are reminded they must notify the Owners Corporation in regard to any penetrations within their lot. Owners must also check individual fire doors, smoke alarms and air conditioners within the lot. The Owners Corporation must be notified of any changes to relevant notices or additional occupancy permits.

D) Other Matters Arising

APPOINTMENT OF PUBLIC OFFICER WITH THE ATO

The Owners Corporation discussed the motion to elect Mr Matthew Bourke of MBCM Doncaster as its Public Officer per the below resolution:

"The Owners Corporation Resolves to appoint Matthew Bourke as its Public Officer, to be registered with the Australian Taxation Office."

Votes in Favour: 12
Votes Against: 0

MOTION CARRIED

Regular Garden Maintenance

The meeting reviewed the performance of the current gardening contractor, Simply Better Services.

Concerns were raised regarding ongoing communication difficulties, uncertainty surrounding the scope of works being undertaken, and instances where it has been considered that contracted services had not been completed to the expected standard.

Following discussion, the meeting agreed that it was appropriate to investigate alternative service providers to ensure the landscaping and gardening requirements of the property are being adequately maintained.

It was resolved that quotations will be obtained from alternative gardening contractors for the committee's consideration and that an onsite meeting be arranged with the selected gardening contractor to review maintenance requirements and confirm the agreed scope of works.

The Manager to obtain quotations from alternative gardening and to coordinate an onsite meeting with Mrs Beech and Mr Chong to review the property and confirm maintenance requirements and service expectations.

Cleaning Issues

The meeting discussed concerns regarding the cleanliness of common property windows, doors and walls. It was noted that cleaning standards in some areas were not meeting expectations and that greater attention was required to ensure these areas are maintained in a clean and presentable condition.

The Manager to follow up with The Minders regarding the standard of cleaning particularly the walls in Building D.

Bin Room Signage and Waste Management Information

The meeting discussed the condition of the existing waste management signage within the bin room.

It was noted that some signage had become damaged or detached, and that updated information may be required to reflect current waste disposal guidelines and recycling requirements.

It was resolved that updated waste management signage be installed within the bin room.

The Manager to follow up with Wastewise regarding the supply and installation of updated bin room posters and waste disposal information signage.

Note: Prior to the AGM, photo samples from the contractor were forwarded to the committee for approval.

Pest Control Program
The meeting discussed ongoing pest management concerns throughout the property, including reports of bull ant activity and rodent sightings in common areas. The meeting agreed that a proactive approach was required to minimise pest-related issues and maintain a safe and healthy environment for residents.

The Manager to arrange the pest control treatment and issue a notice to all residents advising of the scheduled works. The notice is to include a reminder for residents to report any pest sightings and to keep pets indoors during treatment periods to ensure their safety.

Building C Step Hazard
Mr Cipolla reported that he had experienced a fall involving a step within Building C and expressed concerns regarding the visibility and design of the step. It was noted that the step may be difficult to identify due to its irregular dimensions and lack of visual contrast. The meeting advised that the use of contrasting colours or markings may assist in improving visibility and reducing the risk of future incidents. It has been agreed that the matter should be reviewed as part of the forthcoming Occupational Health and Safety (OH&S) assessment.

Mr Cipolla to take photographs of the Building C steps and forward them to MBCM for review.

Lighting and Electricity Usage
The meeting discussed concerns regarding hallway lighting operating continuously throughout the night and the potential impact on common property electricity costs. The meeting questioned whether the lighting arrangements were resulting in unnecessary energy consumption. In response, Mr Chong advised that the common area lighting has been upgraded to LED fittings, which consume significantly less electricity than traditional lighting and therefore have a limited impact on overall power usage.

The meeting also discussed the operation of the solar system and whether it is currently providing any measurable benefit to common property electricity expenses. As further information was required to determine the financial impact and effectiveness of the system, the Committee agreed that additional investigation should be undertaken.

The Manager to review the latest electricity and solar-related invoices to determine whether the solar installation is providing a benefit to common property electricity costs and report its findings back to the Committee.

Resident Behaviour and Community Considerations
The meeting discussed several concerns raised by residents regarding behaviour within the common property areas and the impact these issues were having on neighbouring occupants.

Matters raised included the frequent slamming of bin lids, excessive vehicle speeds when travelling over speed humps, vehicles being parked in the designated car wash area, and gates being allowed to slam shut rather than being closed carefully. It has been agreed that these behaviours create unnecessary noise and inconvenience for residents and that a reminder regarding community expectations would be beneficial in promoting a respectful and considerate living environment.

A general communication will be issued to all residents reminding them to minimise noise associated with bin use, observe appropriate speeds when driving over speed humps, refrain from parking in the designated car wash area, ensure gates are closed quietly, and generally act in a considerate manner towards fellow residents.

This includes residents smoking in the car park areas. Information re smoke drift will be included with the letter.

10. OCCUPATIONAL HEALTH & SAFETY

The Manager advised the members that as Owners Corporations come within the definition of an occupier of a workplace under the Occupational Health and Safety Act 2004, the Owners Corporation is required to provide and maintain a working environment that is safe and without risk to health when subcontractors are employed to carry out work at the property.

MBCM recommended that an Occupational Health and Safety Audit should be arranged as it is an effective way to identify potential risk hazards at the property.

The Owners Corporation resolves to undertake an OH&S Inspection Report for the common property. A copy of the report will be forwarded to the Committee for direction.

MOTION CARRIED

11. ADOPTION OF BUDGET & DETERMINATION OF OWNERS CORPORATION (OC) FEE NOTICES

Adoption of budget – It was resolved to amend the budget that was presented and instead adopt an amended budget reflecting the approved changes.

The meeting resolved to increase the Repairs and Maintenance budget allocation to $20,000, increase the Gardening allocation from $28,000 to $30,000 and increase the Telephone budget allocation to $300.

A Pro Rata Budget Increase Levy will be struck to reflect the increase in Owners Corporation Fees against the levies which have already been struck this financial year for the April and July 2026 Quarters. Please find enclosed with Minutes your fee notice which contains this pro rata budget increase levy.

If a Special Levy is required to be raised, $110.00 will be charged to the Owners Corporation in accordance with the Schedule 2.2 of the Contract of Appointment.

Any items of major expenditure or any shortfall in funds will require the raising of a special levy.

Owners Corporation Fees are payable quarterly in advance and due on the first day of January, April, July and October of each year.

Please note: MBCM Doncaster does not accept payment of OC Fees at the Office. Please use the DEFT payment options listed on your Fee Notice.

Maintenance Fund:
The Owners Corporation resolves to set Maintenance Fund Fees at $50 per lot per quarter. This will be struck in accordance with lot liability. Contribution frequencies will match the Administration fund Fees.

MOTION CARRIED

12. ELECTION OF COMMITTEE & REVIEW OF DELEGATION TO COMMITTEE

A well-functioning Committee is essential in assisting the Owners Corporation to make decisions between Annual General Meetings. The Committee provide a link to the Manager enabling efficient processing of items which require action. These items would generally be maintenance related or sometimes in regards to special legal or capital works projects whilst ensuring the interests of the Owners Corporation as a whole are being protected.

The communications protocol is generally as follows:

1. An issue is bought to the attention of the Manager and this is sent by email to the Committee
2. Committee members discuss this via email with all members of the Committee copied in. A vote is undertaken to resolve the matter.
3. The Committee Chair sends the Manager an email with instructions advising the result of the Committee discussion.

Individual emails should not generally be sent to the Manager or have the Manager copied into all the Committee email correspondence. The alternative to this is when an issue is raised at Committee level. The matter needs to be discussed and resolved with all members included and only one email with clear instructions sent to the Manager.

As per Section 11 of the Owners Corporation Act 2006, the Owners Corporation resolved to delegate any power or function of the Owners Corporation to the committee of the owners corporation.

In accordance with Section 100 of the Owners Corporation Act 2006, the following Owners were elected to the Committee:

Unit 8	Mrs Cheryn Beech
Unit 27	Mr Terrence Chong
Unit 34	Ms Ilona Molyte
Unit 39	Ms Juliette Paes
Unit 40	Mr Ross O'shea

The Committee conferred and elected Mr Terrence Chong as Chairman of the Committee.

13. CLOSURE OF MEETING

There being no further business the Meeting closed at 5:56pm

NOTATIONS:

Owners' Contact Details:
Owners are reminded of their obligation to advise the Owners Corporation Manager of any change of contact details (e.g., change of address or change of business or private telephone contact numbers), since urgent situations can arise (e.g., plumbing, or electrical) where contact with an Owner is highly desirable prior to a commitment being made to undertake certain works.

Address of absent owners:
An amendment to the Owners Corporations Act 2006, Section 135 states:

(1) A lot owner who does not occupy the lot or who will be absent from the lot for more than 3 months must advise the owners corporation of the lot owner's mailing address in Australia for service of notices and any changes to it as soon as possible.

(2) If an address in Australia has not been nominated under subsection (1), service may be effected—

(a) by posting the notice to the last known address of the lot owner in Australia; or
(b) if an address under paragraph (a) is not known or if a notice sent to that address is returned, in any other manner VCAT considers appropriate.

Emergency After Hours Service:
MBCM Doncaster offers an after-hours emergency Owners Corporation repairs & maintenance service to its clients. For any emergency Owners Corporation matters please call ***The Scotia Group*** on **1300 726 842**.

Any callout that is not an Owners Corporation matter may involve a fee being paid by the caller in the vicinity of $30 + GST for a service fee or minimum $360 + GST for a site attendance.

NEXT ANNUAL GENERAL MEETING

In accordance with the *Owners Corporations Act 2006* (Vic), section 69, the next Annual General Meeting will take place within 15 months of this Meeting, on a date to be advised.

ENCLOSED

- Updated budget agreed to at the Annual General Meeting

Date of Issue: 11 June 2026

MBCM Strata Specialists

Owners Corporation (1) Plan No : PS509207R

78 MANNINGHAM ROAD BULLEEN 3105

FINANCIAL REPORT FOR YEAR END 31/03/2026

Administration Fund

OC FEE ARREARS

AS AT 31 March 2026

Unit	Name	Arrears	Days in Arrears
1	MR F & MS A PALADIN	$1,246.24	181 Days
5	MR STEVEN BIANCO	$15.00	55 Days
36	STEVE GIOSKOS	$15.29	89 Days

BUDGET ESTIMATE

FOR YEAR ENDING 31 March 2027

Budget 2026	Item	Actual 2026	Budget 2027
$0.00	Bin Cleaning	$349.80	$350.00
$12,000.00	Caretaking	$11,802.06	$12,000.00
$980.00	Carpet Cleaning	$960.00	$980.00
$2,640.00	Disbursements	$2,640.00	$2,640.00
$1,000.00	Door & Gate Repairs & Maintenance	$840.00	$1,000.00
$4,500.00	Electricity	$3,597.43	$4,500.00
$3,368.00	ESM Inspections	$3,428.56	$3,450.00
$2,000.00	Essential Services Repairs	$0.00	$2,000.00
$28,000.00	Gardening	$30,646.00	$30,000.00
$27,500.00	Gas	$30,340.22	$30,000.00
$0.00	General Reimbursement to Owner	$527.65	$0.00
$4,200.00	Gutter Cleaning	$3,520.00	$4,200.00
$4,000.00	Hot Water Services	$4,231.56	$4,000.00
$40,000.00	Insurance Premiums	$32,900.71	$40,000.00
$0.00	Late Payment Admin Fee	$135.00	$0.00
$14,830.00	OC Management Fees	$14,830.00	$15,870.00
$800.00	Pest Control	$0.00	$800.00
$16,000.00	Recycling Waste Removal	$17,278.80	$18,000.00
$21,300.00	Repairs and Maintenance	$21,396.58	$20,000.00
$390.00	S2.2 Contractor Compliance & Archive Fee	$390.00	$390.00
$630.00	Telephone	$262.50	$300.00
$0.00	Transfer To Maintenance Fund	$17,600.00	$0.00
$4,000.00	Water	$3,226.53	$4,000.00
$880.00	Window Cleaning	$1,870.00	$950.00
$189,018.00		$202,773.40	$195,430.00

MBCM Strata Specialists

Owners Corporation (1) Plan No : PS509207R

78 MANNINGHAM ROAD BULLEEN 3105

FINANCIAL REPORT FOR YEAR END 31/03/2026

Administration Fund

OC FEE BREAKDOWN
FOR BUDGET AMOUNT

Unit	Liability 1		Liability 2	OC Fees	Frequency
1	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
2	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
3	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
4	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
5	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
6	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
7	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
8	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
9	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
10	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
11	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
12	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
13	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
14	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
15	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
16	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
17	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
18	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
19	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
20	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
21	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
22	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
23	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
24	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
25	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
26	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
27	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
28	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
29	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
30	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
31	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
32	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
33	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
34	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
35	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
36	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
37	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
38	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
39	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
40	100.00	+	0.00	$4,434.55	(4 x $1,108.64)

Owners Corporation (1) Plan No : PS509207R

78 MANNINGHAM ROAD BULLEEN 3105

FINANCIAL REPORT FOR YEAR END 31/03/2026

Administration Fund

41	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
42	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
43	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
44	100.00	+	0.00	$4,434.55	(4 x $1,108.64)
45	1.00	+	0.00	$44.35	(4 x $11.09)
46	1.00	+	0.00	$44.35	(4 x $11.09)
47	1.00	+	0.00	$44.35	(4 x $11.09)
48	1.00	+	0.00	$44.35	(4 x $11.09)
49	1.00	+	0.00	$44.35	(4 x $11.09)
50	1.00	+	0.00	$44.35	(4 x $11.09)
51	1.00	+	0.00	$44.35	(4 x $11.09)
	4407.00	+	0.00	$195,430.65	

Schedule 3—Statement of advice and information for prospective purchasers and lot owners

Regulation 17

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.

MBCM | STRATA SPECIALISTS
HELPING STRATA COMMUNITIES THRIVE

Model Rules for an Owners Corporation

Version No. 002 - Owners Corporations Regulations 2018 -S.R. No. 154/2018 - Incorporating amendments as at 1 December 2021

1 Health, Safety and Security

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

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

(2) This rule does not apply to—

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

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

1.3 Waste disposal

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

1.4 Smoke penetration

A lot owner or occupier in a multi-level development must ensure that smoke caused by the smoking of tobacco or any other substance by the owner or occupier, or any invitee of the owner or occupier, on the lot does not penetrate to the common property or any other lot.

1.5 Fire safety information

A lot owner must ensure that any occupier of the lot owner's lot is provided with a copy of fire safety advice and any emergency preparedness plan that exists in relation to the lot prior to the occupier commencing occupation of the lot.

2 Committes and Sub-Committees

2.1 Functions, powers and reporting of committees and sub-committees

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

3 Management and Administration

3.1 Metering of services and apportionment of costs of services

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

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

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

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

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

4 Use of Common Property

4.1 Use of common property

(1) An owner or occupier of a lot must not obstruct the lawful use and enjoyment

of the common property by any other person entitled to use the common property.

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

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

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

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

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

(7) The owners corporation may impose reasonable conditions on a lot owner's right or an occupier's right to access or use common property to protect the quiet enjoyment, safety and security of other lot owners, including but not limited to imposing operating hours on facilities such as gymnasiums and swimming pools.

4.2 Vehicles and parking on common property

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

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

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

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

4.3 Damage to common property

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

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

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

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

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

5 Lots

5.1 Change of use of lots

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

Example

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

5.2 External appearance of lots

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

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

(3) The owners corporation cannot unreasonably prohibit the installation of sustainability items on the exterior of the lot, including by prohibiting the installation of a sustainability item only on aesthetic grounds.

(4) The owners corporation may require that the location of a sustainability item, or the works involved in installing a sustainability item, must not unreasonably disrupt the quiet enjoyment of other lot owners or occupiers or impede reasonable access to, or the use of, any other lot or the common property.

(5) The owners corporation may impose reasonable conditions on the installation of a sustainability item on the exterior of the lot related to the colour, mounting and location of the sustainability item provided that these conditions do not increase the cost of installing the sustainability item or reduce its impact as a sustainability item.

5.3 Requiring notice to the owners corporation of renovations to lots

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

6 Behaviour of Persons

6.1 Behaviour of owners, occupiers and invitees on common property

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

6.2 Noise and other nuisance control

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

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

7 Dispute Resolution

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

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

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

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

(5) The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the owners corporation, within 28 calendar days after the dispute comes to the attention of all the parties.

(5A) A meeting under subrule (5) may be held in person or by teleconferencing, including by videoconference.

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

(6A) Subject to subrule (6B), the grievance committee may elect to obtain expert evidence to assist with the resolution of the dispute.

(6B) The grievance committee may obtain expert evidence to assist with the resolution of a dispute if the owners corporation or the parties to the dispute agree in writing to pay for the cost of obtaining that expert evidence.

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

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

PROPERTY REPORT

Details

LOCAL GOVERNMENT (COUNCIL)
Manningham

COUNCIL PROPERTY NUMBER
713916

LAND SIZE
6,216m² Approx

ORIENTATION
West

FRONTAGE
51.11m Approx

ZONES
RGZ - Residential Growth Zone - Schedule 2

OVERLAYS
DDO - Design And Development Overlay - Schedule 8

Parcels

LOT/PLAN
Lot 33 PS509207

Council Information - Manningham

PHONE
03 9840 9333 (Manningham)

EMAIL
manningham@manningham.vic.gov.au

WEBSITE
http://www.manningham.vic.gov.au/

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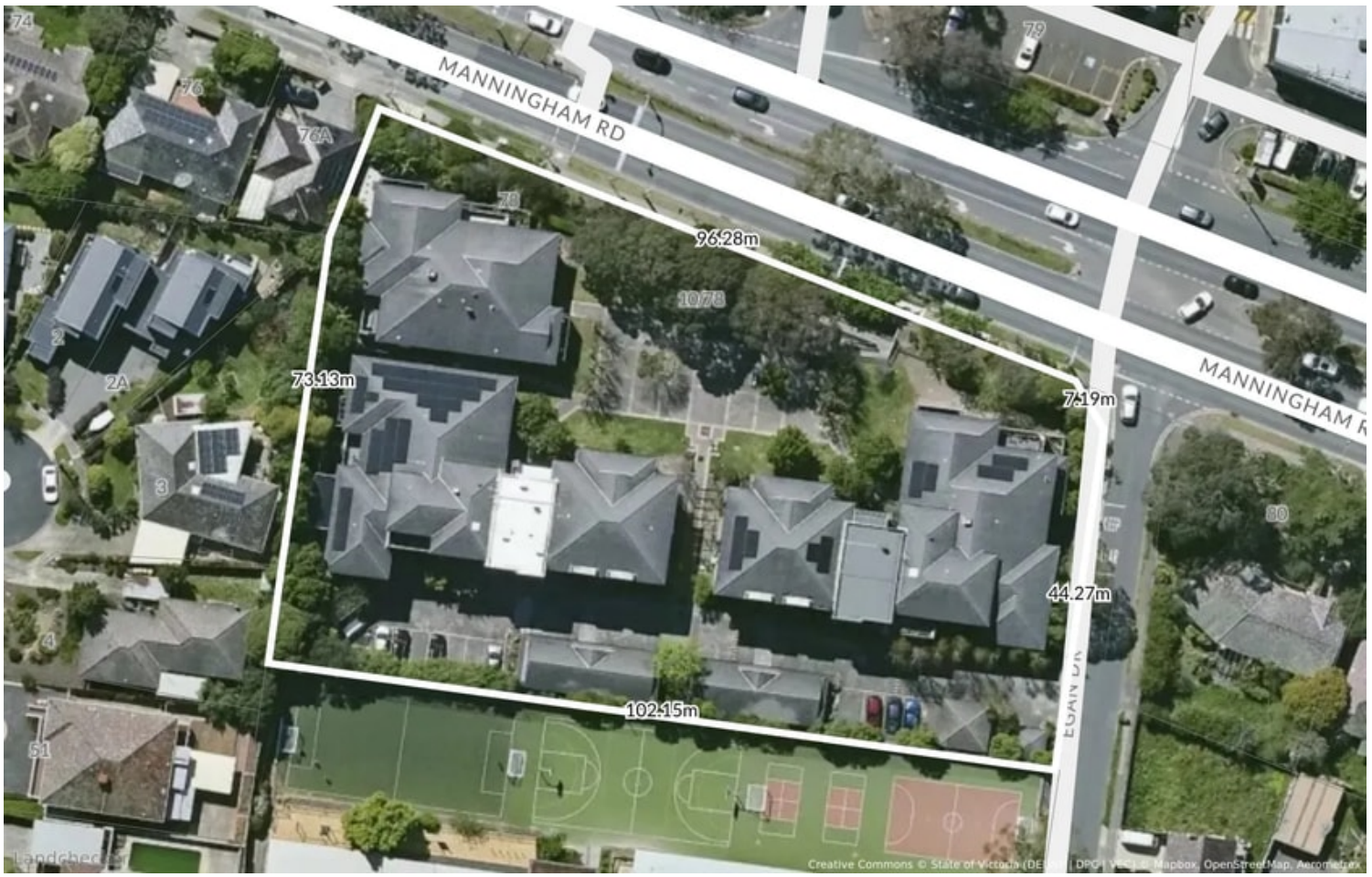
SITE DIMENSIONS





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RECENT PLANNING SCHEME AMENDMENTS (LAST 90 DAYS)

Status	Code	Date	Description
APPROVED	VC322	01/11/2026	Amendment VC322 makes changes to the Victoria Planning Provisions and all planning schemes by amending the Planning Policy Framework and rural zones to better protect Melbourne's green wedge land and Victoria's agricultural land from urban encroachment and inappropriate development.
APPROVED	VC314	27/10/2026	Amendment VC314 makes changes to the Victoria Planning Provisions and all planning schemes to update the definition of garden area at clause 73.01.
APPROVED	VC305	25/10/2026	Amendment VC305 makes changes to the Victoria Planning Provisions (VPP) and all planning schemes by introducing a new clause 45.13 (Live Music Overlay) and updating live music provisions to support the ongoing operation and growth of existing and future live music venues.
APPROVED	VC319	21/10/2026	Amendment VC319 makes changes to the Victoria Planning Provisions and 79 planning schemes to increase the number of dwellings that can be constructed under the VicSmart planning assessment pathway from two to four in residential zones.
APPROVED	VC317	19/10/2026	Amendment VC317 makes changes to the Victoria Planning Provisions and all planning schemes to implement flood reforms by updating policy and introducing new flood planning controls for a risk-based rating system
APPROVED	VC306	14/10/2026	Amendment VC306 makes changes to the Victoria Planning Provisions and all planning schemes to better facilitate the development of small second dwellings and movable units.
APPROVED	VC310	08/10/2026	Amendment VC310 makes changes to the Bass Coast planning scheme to give effect to the Bass Coast Statement of Planning Policy (Bass Coast SPP) and amends the Victoria Planning Provisions and all planning schemes to include the Bass Coast SPP as a policy document. The amendment also introduces and updates Significant Landscape Overlays (SLOs) in the Bass Coast, Greater Geelong, Queenscliffe and Surf Coast planning schemes in areas of state and regional landscape significance that are identified in the Bass Coast SPP, the Bellarine Peninsula Statement of Planning Policy and the Surf Coast Statement of Planning Policy.
APPROVED	VC323	01/10/2026	Amend clause 59.05 (Building and works in an overlay) to enable a VicSmart application for land within an EMO to be accompanied by the information specified in the EMO, including information specified in a schedule to the EMO.
APPROVED	VC315	23/09/2026	Amendment VC315 makes changes to the Victoria Planning Provisions and all planning schemes to introduce a series of refinements to the residential development requirements at Clauses 54, 55 and 57 to improve clarity, consistency and environmental performance across the residential codes.

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Status	Code	Date	Description
			The amendment also makes changes to Clause 52.37 (Canopy trees) to improve the operation of the provision.
APPROVED	VC313	17/09/2026	Amendment VC313 updates the Victoria Planning Provisions and all planning schemes by amending clause 14.03-1S (Resource exploration and extraction) to strengthen support for extractive industry within areas such as Strategic Extractive Resource Areas and Extractive Industry Interest Areas.
APPROVED	VC312	10/09/2026	Corrections and updates to the Victoria Planning Provisions and planning schemes to ensure they are current and accurate.
APPROVED	C140mann	09/09/2026	Rezones land occupied by a car park constructed for the North East Link project at 175-189 Bulleen Road, Bulleen to Urban Floodway Zone and applies the Design and Development Overlay Schedule 2 and Development Plan Overlay Schedule 2.
APPROVED	VC311	09/09/2026	Amendment VC311 amends clause 45.09 (Parking Overlay) to align with the changes made to clause 52.06 (Car parking) by Amendment VC277 in December 2025 as part of the car parking reforms. The amendment also makes consequential changes to clause 52.06.
APPROVED	VC304	26/08/2026	Extends the expiry date of the Dependent Persons Unit temporary provisions
APPROVED	VC278	26/08/2026	Amendment VC278 applies Significant Landscape Overlays (SLOs) to 17 waterways within the Yarra (Birrarung) and Waterways of the West catchments. The controls preserve the unique landscape character, cultural values, amenity and ecological health of each waterway. The amendment also strengthens state policy for waterways and includes updates to existing SLOs within the Waterways of the West and Rivers of the Barwon catchments.
APPROVED	VC309	14/08/2026	The amendment clarifies that hemp brick production is included as a rural industry and requires a planning permit to produce hemp bricks in rural zones.
APPROVED	VC232	13/08/2026	The Amendment changes the VPP and all planning schemes in Victoria by correcting and updating references to government departments, statutory authorities and ministerial portfolios in local provisions following Machinery of Government changes effective 1 January 2023.
APPROVED	VC308	13/08/2026	Amendment VC308 changes the VPP and all planning schemes in Victoria to update all schedules to the Mixed Use Zone, Township Zone and Residential Growth Zone to align with the operation of the Mid-Rise Code introduced by Amendment VC300 and to correct technical errors associated with Amendment VC300.
APPROVED	C125mann	13/08/2026	Facilitates the redevelopment of the former Yarra Valley Country Club golf course site at 9-15 Templestowe Road, Bulleen for residential purposes and future public open space by rezoning part of the land to the Residential Growth Zone Schedule 4, applying the Development Plan Overlay Schedule

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Status	Code	Date	Description
			5 (DPO5) and Environmental Audit Overlay to all the land, and amending Schedule 2 to Clause 43.01 to vary the maximum building height of the site. It also amends the Schedule to Clause 53.01 to exempt the land from requirements to make a public open space contribution, amends the Schedule to Clause 72.01 to make the Minister for Planning the responsible authority for determining if a development plan has been prepared to the satisfaction of the responsible authority and makes other associated changes to the Manningham Planning Scheme.
APPROVED	VC248	13/08/2026	The amendment improves bushfire planning by updating terminology and measures, increasing and clarifying planning permit exemptions for dwellings and other buildings, and updating decision guidelines that apply to the Bushfire Management Overlay. The amendment also inserts decision guidelines for specified development within the bushfire prone area at clause 53.02 Bushfire Planning.
APPROVED	VC307	13/08/2026	The Victoria Planning Provisions and all planning schemes are amended to increase the estimated cost of development thresholds for classes of VicSmart application to account for increased building construction costs in Victoria since their introduction and to provide for future cost inflation. Increasing the thresholds enables more applicants to benefit from the time, cost savings and certainty of the VicSmart application process.
APPROVED	C142mann	13/08/2026	Deletes the redundant Doncaster Hill Development Contributions Plan (DCP) from the Manningham Planning Scheme and makes associated changes to the scheme.

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PROPOSED PLANNING SCHEME AMENDMENTS

No proposed planning scheme amendments for this property

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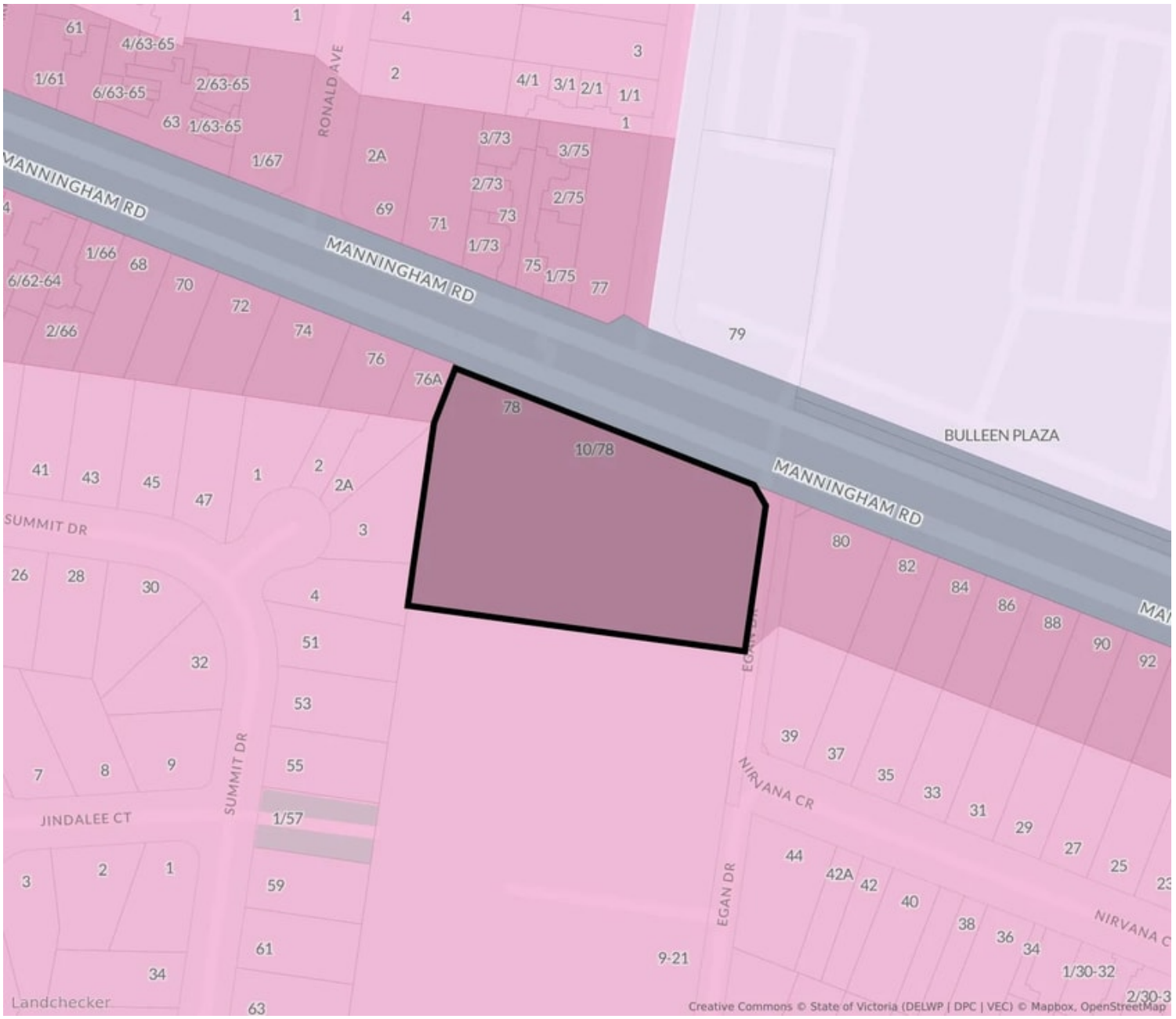
ZONES



RGZ2 - Residential Growth Zone - Schedule 2

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To provide housing at increased densities in buildings up to and including four storey buildings.
To encourage a diversity of housing types in locations offering good access to services and transport including activity centres and town centres.
To encourage a scale of development that provides a transition between areas of more intensive use and development and other residential areas.
To ensure residential development achieves design objectives specified in a schedule to this zone.
To allow educational, recreational, religious, community and a limited range of other non-residential uses to serve local community needs in appropriate locations.

VPP 32.07 Residential Growth Zone

None specified.

LPP 32.07 Schedule 2 To Clause 32.07 Residential Growth Zone

For confirmation and detailed advice about this planning zone, please contact MANNINGHAM council on 03 9840 9333.

Other nearby planning zones

- C1Z - Commercial 1 Zone
- GRZ - General Residential Zone
- RGZ - Residential Growth Zone
- TRZ2 - Transport Zone

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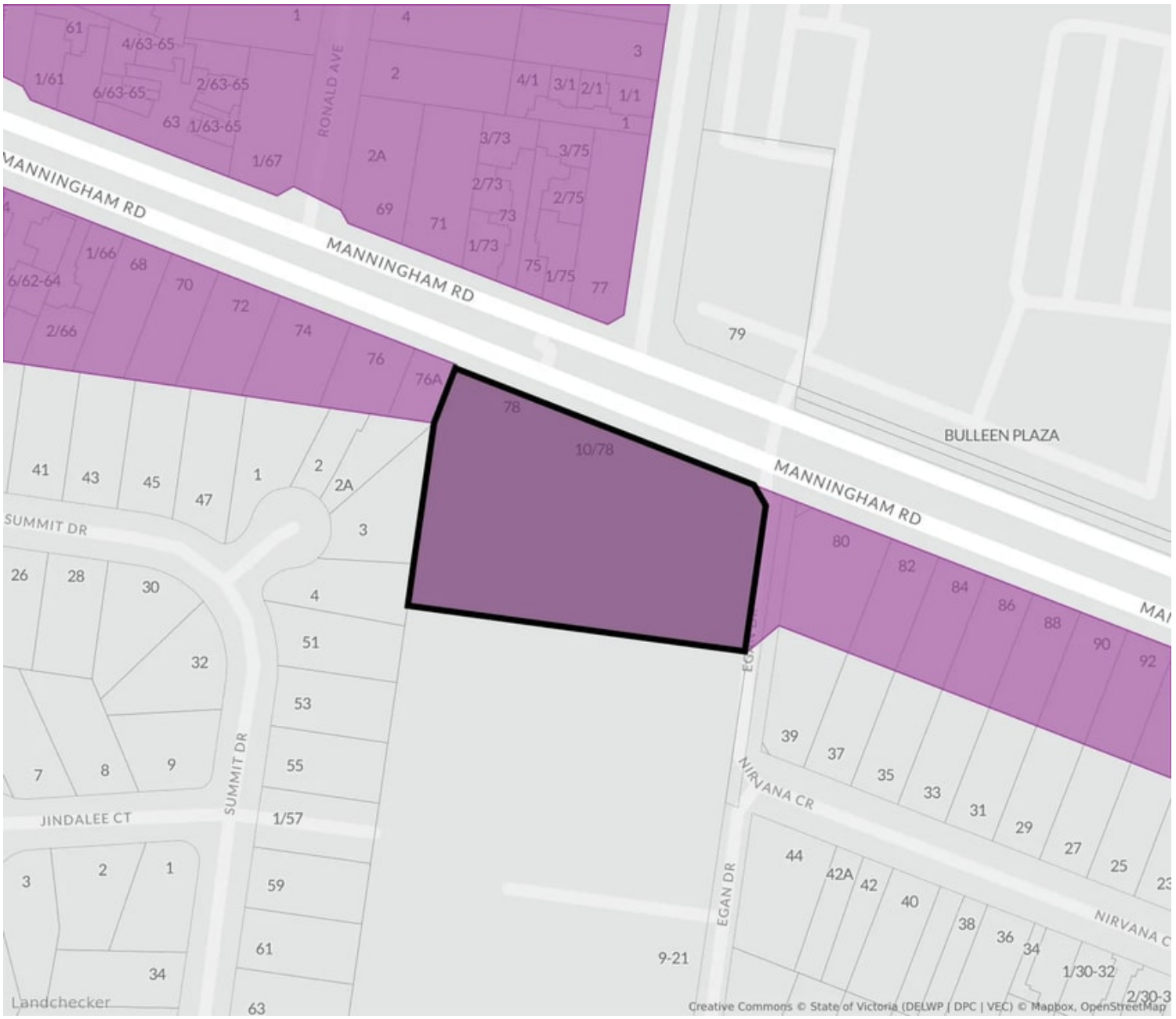
OVERLAYS



DDO8 - Design And Development Overlay - Schedule 8

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To identify areas which are affected by specific requirements relating to the design and built form of new development.

VPP 43.02 Design And Development Overlay

To increase residential densities and provide a range of housing types around activity centres and along main roads. To encourage development that is contemporary in design that includes an articulated built form and incorporates a range of visually interesting building materials and façade treatments. To support three storey, 'apartment style', developments within the Main Road sub-precinct and in sub-precinct A, where the minimum land size can be achieved. To support two storey townhouse style dwellings with a higher yield within sub-precinct B and sub-precinct A, where the minimum land size cannot be achieved. To ensure new development is well articulated and upper storey elements are not unduly bulky or visually intrusive, taking into account the preferred neighbourhood character. To encourage spacing between developments to minimise a continuous building line when viewed from a street. To ensure the design and siting of dwellings have regard to the future development opportunities and future amenity of adjoining properties. To ensure developments of two or more storeys are sufficiently stepped down at the perimeter of the Main Road sub-precinct to provide an appropriate and attractive interface to sub-precinct A or B, or other adjoining zone. Higher developments on the perimeter of sub-precinct A must be designed so that the height and form are sufficiently stepped down, so that the scale and form complement the interface of sub-precinct B or other adjoining zone. To ensure overlooking into adjoining properties is minimised. To ensure the design of carports and garages complement the design of the building. To ensure the design of basement and undercroft car parks complement the design of the building, eliminates unsightly projections of basement walls above natural ground level and are sited to allow for effective screen planting. To create a boulevard effect along Doncaster Road and Manningham Road by planting trees within the front setback that are consistent with the street trees. To encourage landscaping around buildings to enhance separation between buildings and soften built form.

LPP 43.02 Schedule 8 To Clause 43.02 Design And Development Overlay

For confirmation and detailed advice about this planning overlay, please contact MANNINGHAM council on 03 9840 9333.

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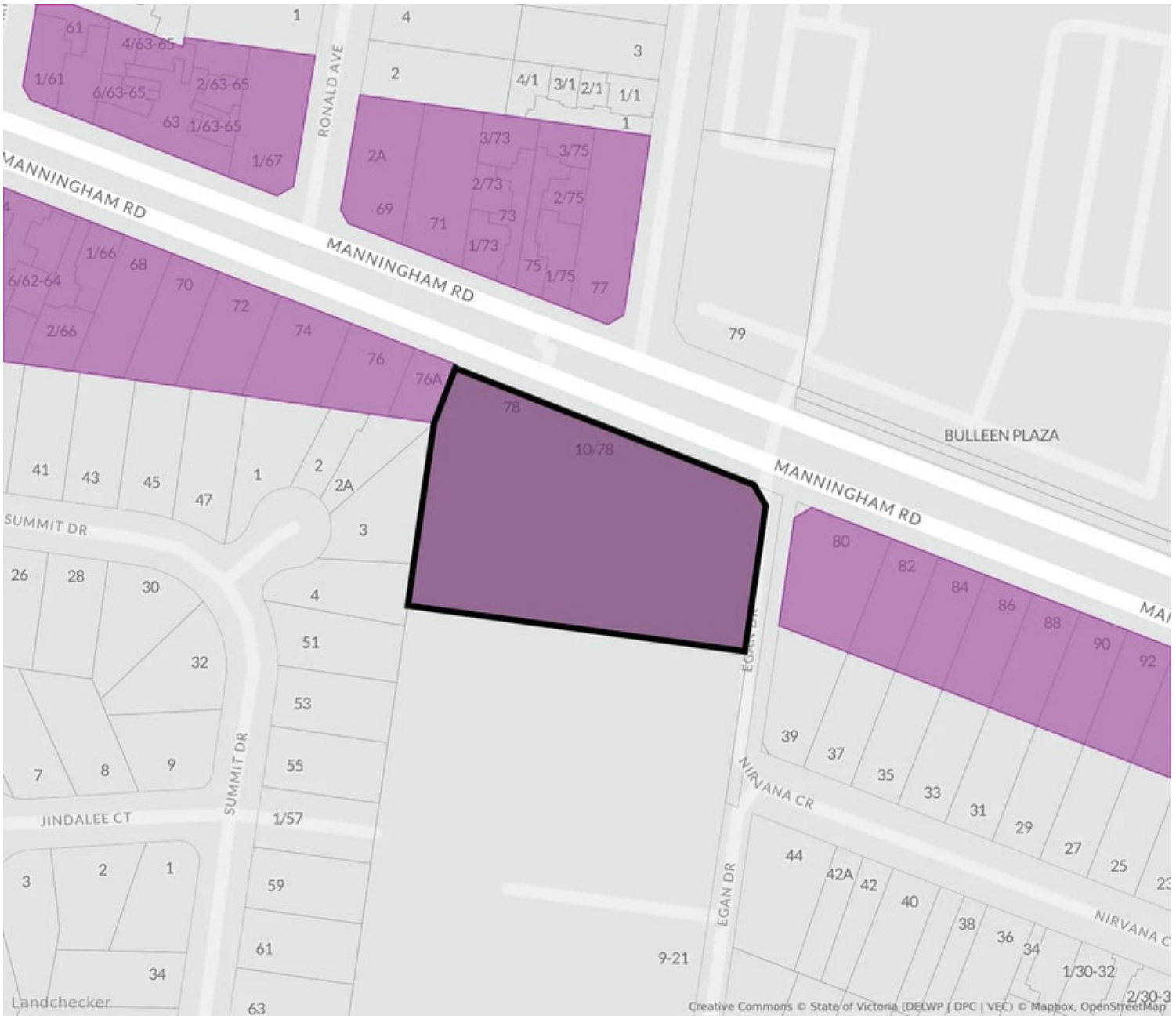
OVERLAYS



DDO8-1 - Design And Development Overlay - Schedule 8-1

To implement the Municipal Planning Strategy and the Planning Policy Framework.
To identify areas which are affected by specific requirements relating to the design and built form of new development.

VPP 43.02 Design And Development Overlay

To increase residential densities and provide a range of housing types around activity centres and along main roads. To encourage development that is contemporary in design that includes an articulated built form and incorporates a range of visually interesting building materials and façade treatments. To support three storey, 'apartment style', developments within the Main Road sub-precinct and in sub-precinct A, where the minimum land size can be achieved. To support two storey townhouse style dwellings with a higher yield within sub-precinct B and sub-precinct A, where the minimum land size cannot be achieved. To ensure new development is well articulated and upper storey elements are not unduly bulky or visually intrusive, taking into account the preferred neighbourhood character. To encourage spacing between developments to minimise a continuous building line when viewed from a street. To ensure the design and siting of dwellings have regard to the future development opportunities and future amenity of adjoining properties. To ensure developments of two or more storeys are sufficiently stepped down at the perimeter of the Main Road sub-precinct to provide an appropriate and attractive interface to sub-precinct A or B, or other adjoining zone. Higher developments on the perimeter of sub-precinct A must be designed so that the height and form are sufficiently stepped down, so that the scale and form complement the interface of sub-precinct B or other adjoining zone. To ensure overlooking into adjoining properties is minimised. To ensure the design of carports and garages complement the design of the building. To ensure the design of basement and undercroft car parks complement the design of the building, eliminates unsightly projections of basement walls above natural ground level and are sited to allow for effective screen planting. To create a boulevard effect along Doncaster Road and Manningham Road by planting trees within the front setback that are consistent with the street trees. To encourage landscaping around buildings to enhance separation between buildings and soften built form.

LPP 43.02 Schedule 8 To Clause 43.02 Design And Development Overlay

For confirmation and detailed advice about this planning overlay, please contact MANNINGHAM council on 03 9840 9333.

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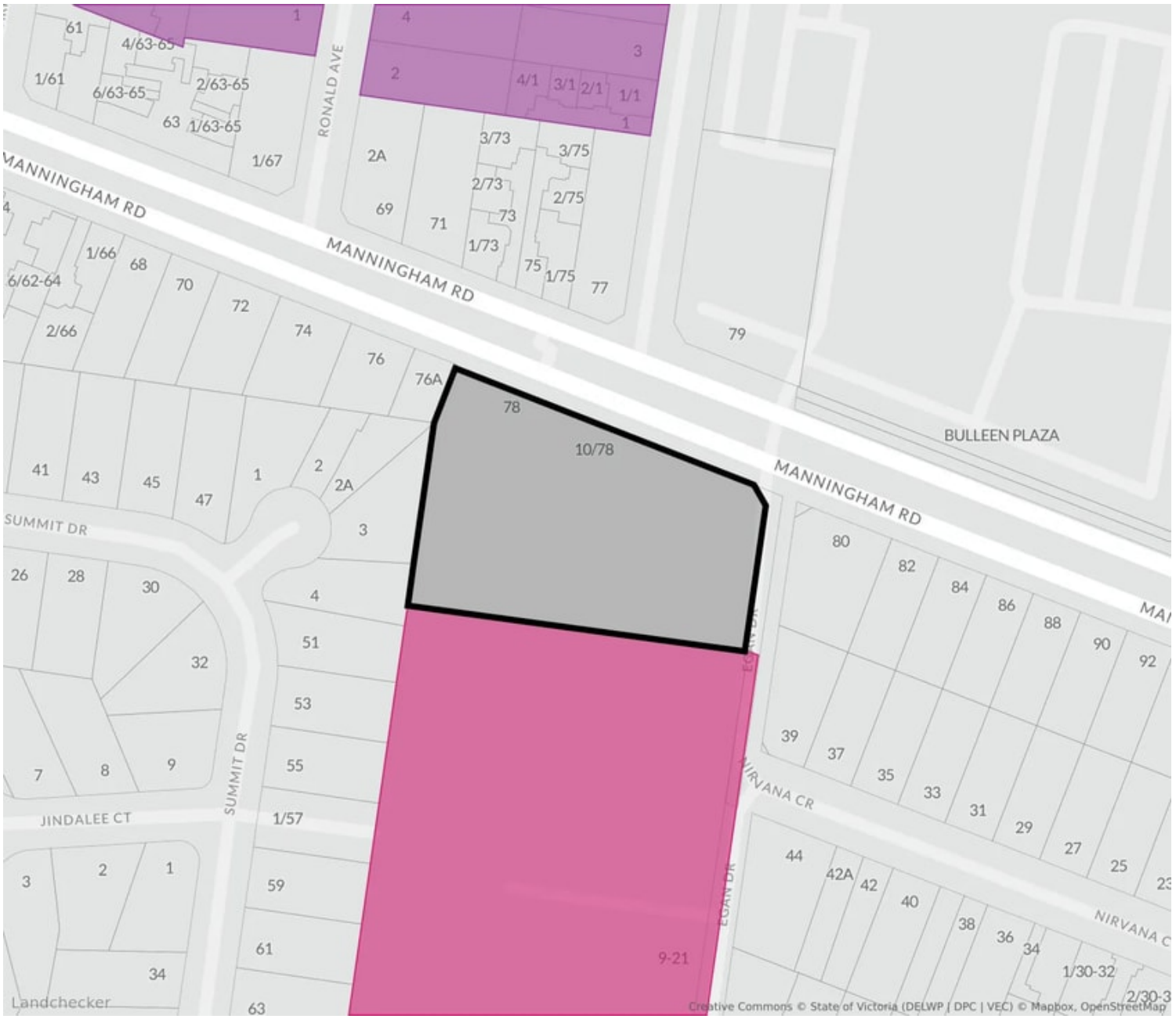
NEARBY OVERLAYS



DDO – Design And Development Overlay

HO – Heritage Overlay

For confirmation and detailed advice about this planning overlay, please contact MANNINGHAM council on 03 9840 9333.

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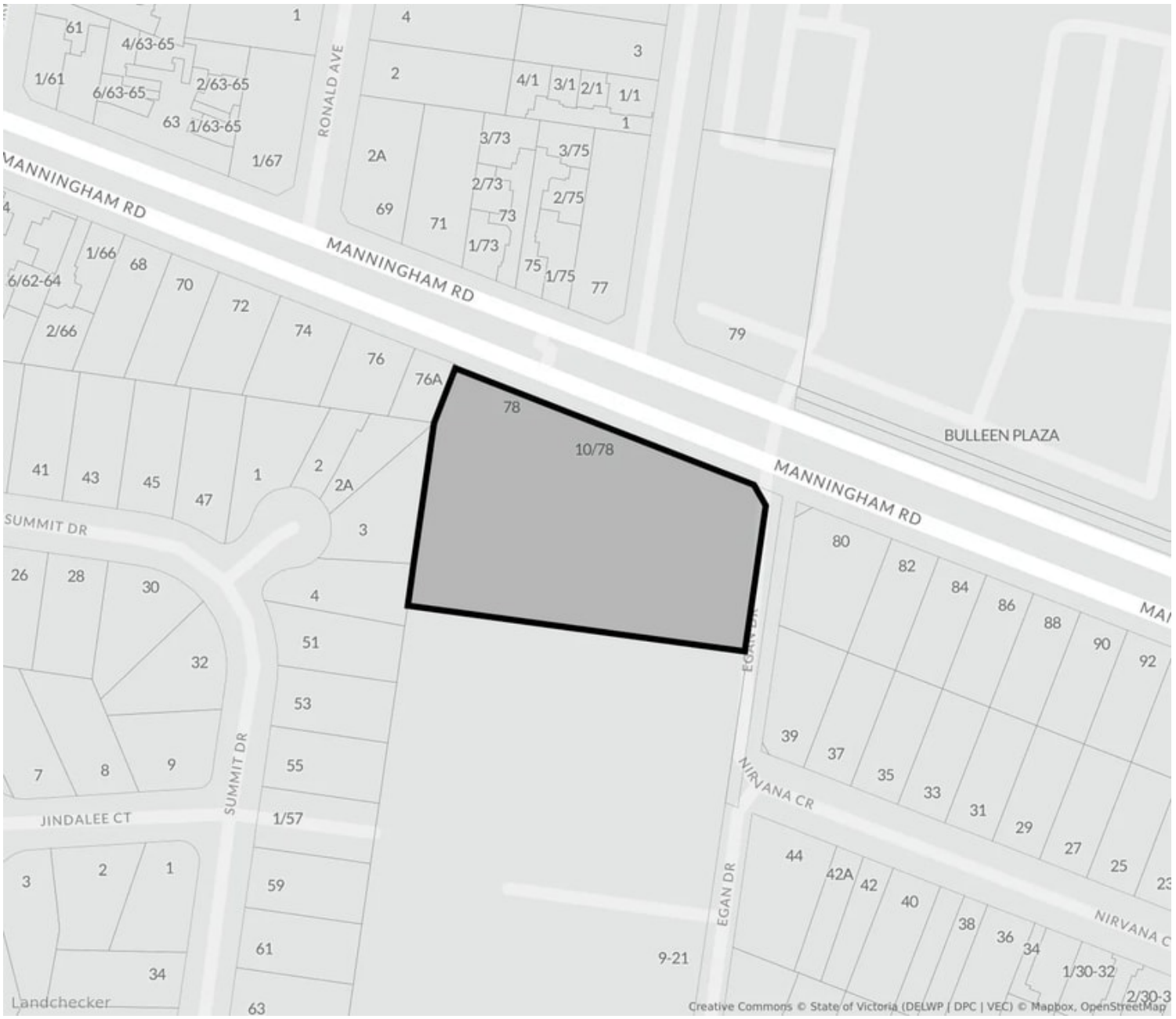
CULTURAL HERITAGE SENSITIVITY



Aboriginal Cultural Heritage Sensitivity

This property is not within, or in the vicinity of, one or more areas of cultural heritage sensitivity.

For confirmation and detailed advice about the cultural sensitivity of this property, please contact MANNINGHAM council on 03 9840 9333.

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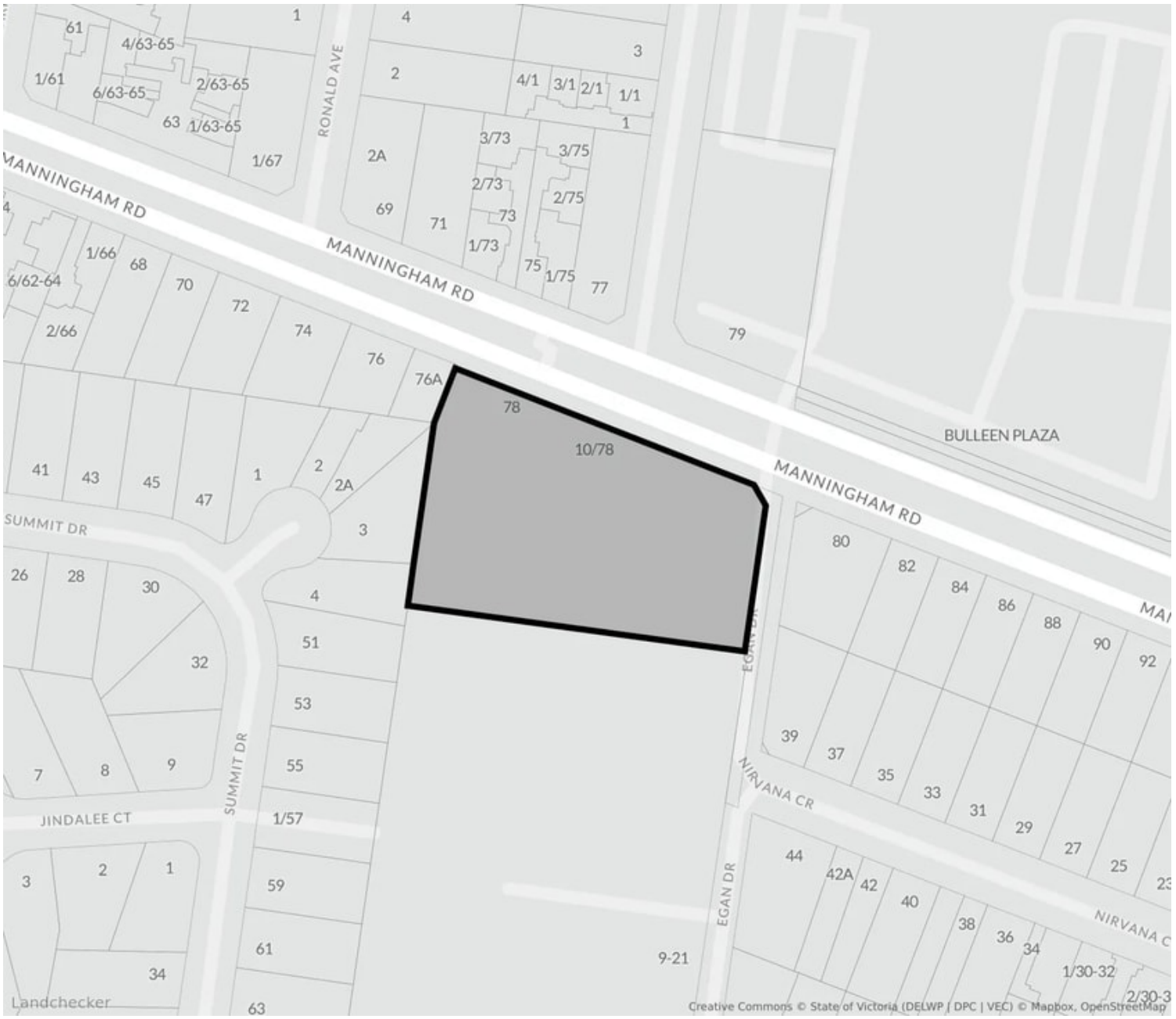
FLOOD



Flood

No flooding has been detected on this property according to Landchecker flood sources.

For confirmation and detailed advice about this flood area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning FO	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning FO1	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning FO2	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning FO3	Not Detected	State	26/10/2026

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Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning LSIO	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning LSIO1	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning LSIO2	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning LSIO3	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning LSIO4	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning RFO	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning SBO	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning SBO1	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning SBO2	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning SBO3	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning SBO4	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning UFZ	Not Detected	State	26/10/2026

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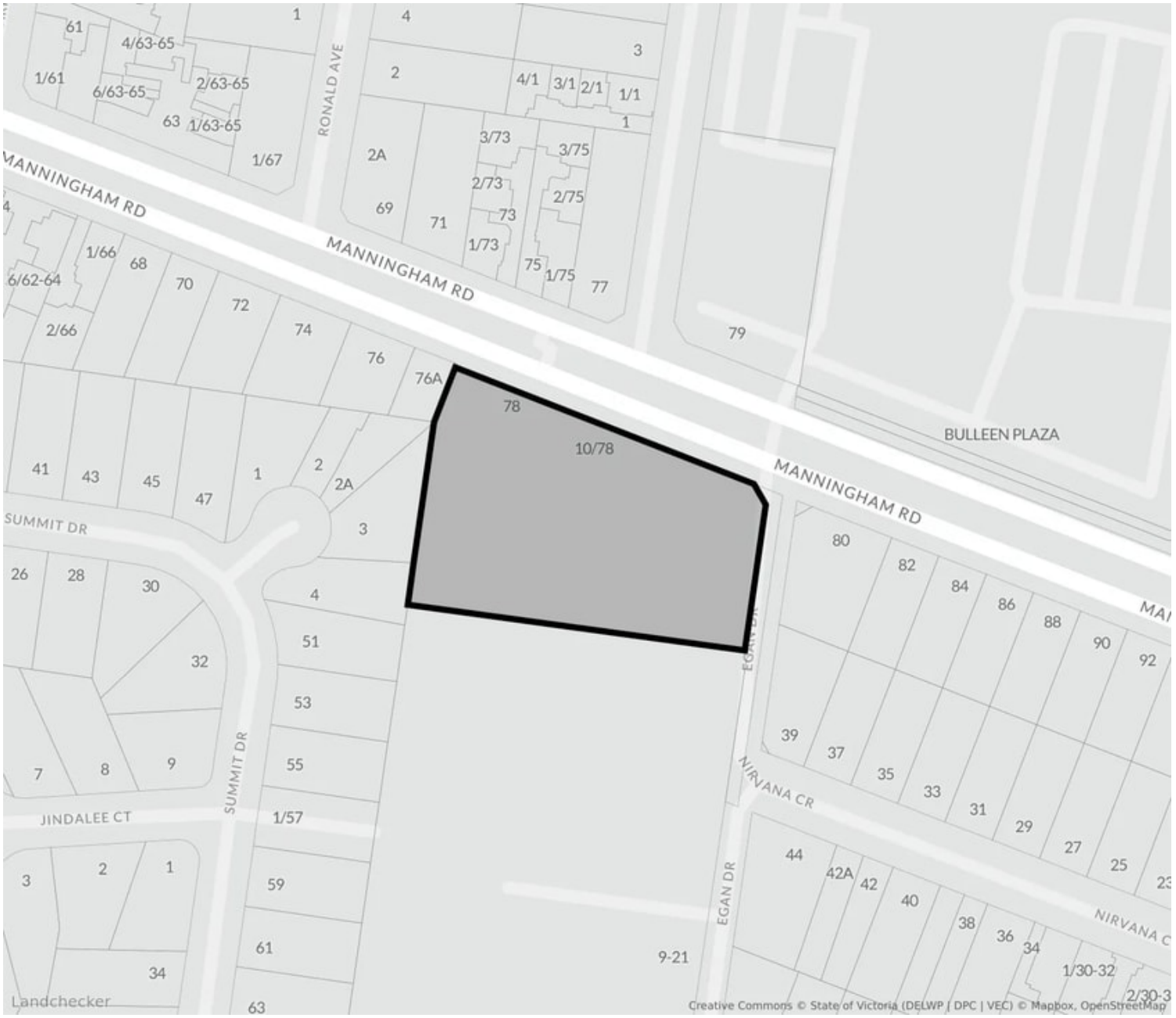
BUSHFIRE PRONE AREA



Bushfire Prone Area

This property is not within a zone classified as a bushfire prone area.

For confirmation and detailed advice about this bushfire prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BMO	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning BMO1	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning BMO2	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning BMO3	Not Detected	State	26/10/2026

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Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning BPA	Not Detected	State	26/10/2026

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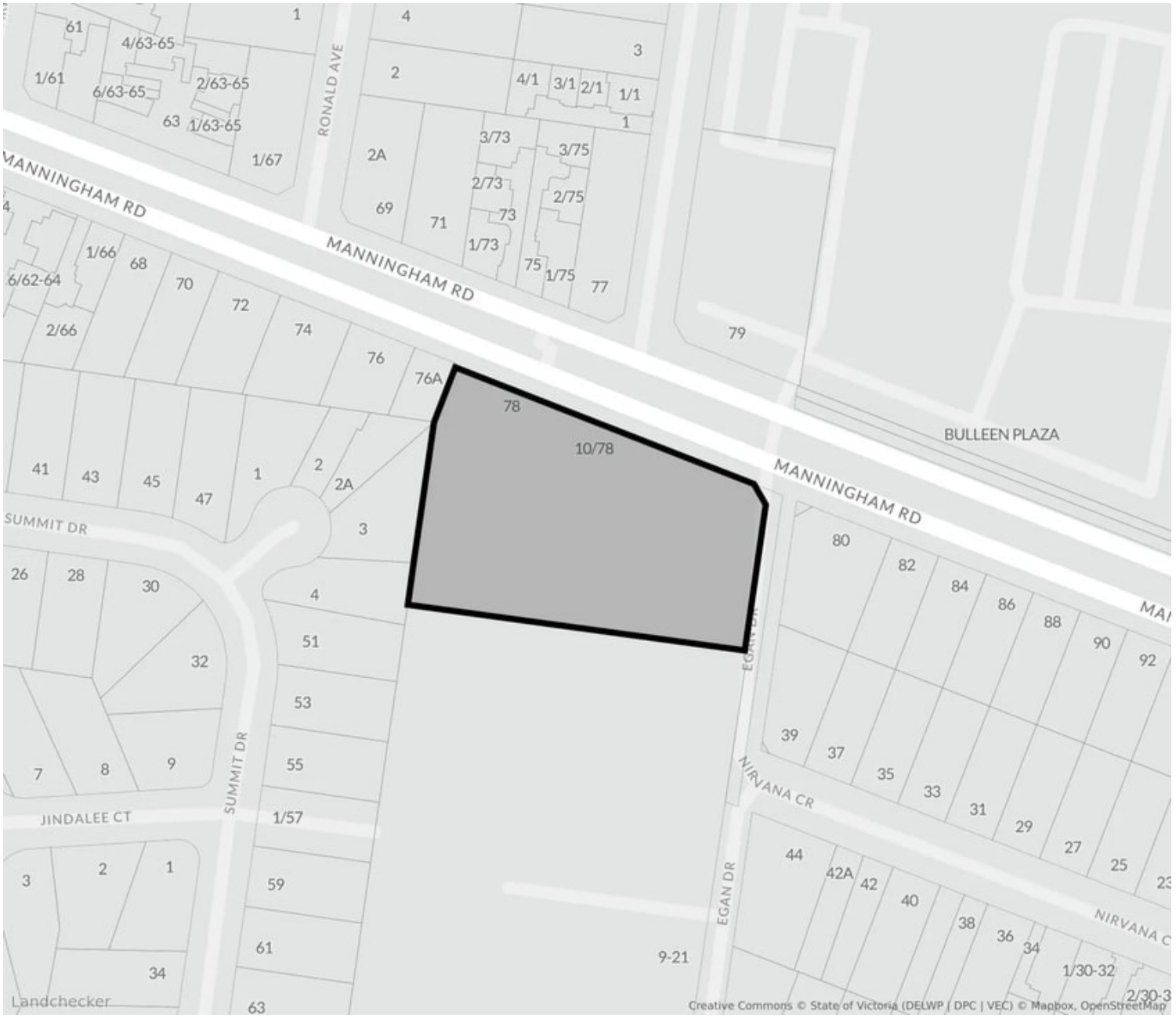
LANDSLIDE



Landslide Prone Area

This property is not within a zone classified as a landslide prone area.
For confirmation and detailed advice about this landslide prone area, please contact the relevant source authority.

Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning EMO1	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning EMO2	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning EMO3	Not Detected	State	26/10/2026

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Source Authority	Status	Type	Last Updated
Department of Environment, Land, Water and Planning EMO4	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning EMO5	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning EMO6	Not Detected	State	26/10/2026
Department of Environment, Land, Water and Planning EMO7	Not Detected	State	26/10/2026

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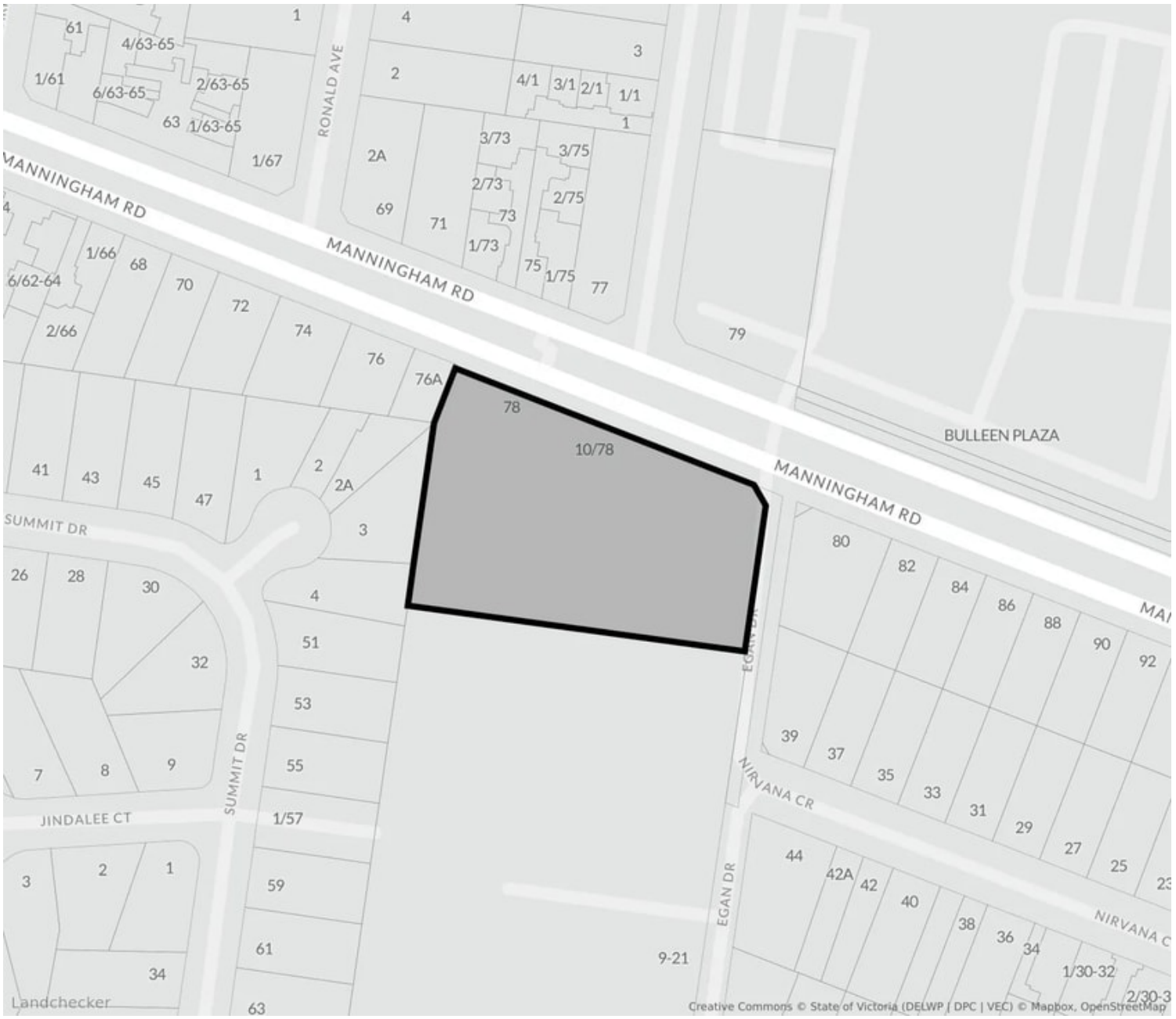
PLANNING PERMIT HISTORY



No planning permit data available for this property.

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NEARBY PLANNING PERMITS



Status	Code	Address	Description
APPROVED 02/04/2026	PLN26/0022	St Clements Primary School 9-21 Egan Drive, Bulleen	Buildings and works for the construction of shade sails associated with the existing primary school.
APPROVED 15/12/2025	PLN25/0287	45 Summit Drive, Bulleen	Variation of the restrictive covenant contained in transfer no. C968638 for lot 265 on plan of subdivision 076335 by replacing the words “or brick beneer” with “, brick veneer, rendered aerated concrete, or rendered lightweight cladding”.
APPROVED 27/10/2025	PLN25/0087	Bulleen Plaza 38c/101 Manningham Road, Bulleen	Construction or put up for display two internally illuminated electronic promotion signs
APPROVED 22/08/2025	PLN23/0513	39 Nirvana Crescent, Bulleen	Construction of one, two-storey dwelling to the rear of the existing dwelling.
APPROVED 13/03/2025	PVN25/0023	57 Summit Drive, Bulleen	Two lot subdivision
OTHER 21/01/2025	PLN24/0326	2 Ronald Avenue, Bulleen	Construction of two, two-storey dwellings

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Status	Code	Address	Description
REJECTED 21/08/2024	PLN23/0007	84 Manningham Road, Bulleen 82 Manningham Road, Bulleen 80 Manningham Road, Bulleen	Development of 15 dwellings and creation or alteration of access to a road in a Transport Zone 2, in accordance with the endorsed plans
OTHER 06/05/2024	PLN24/0018	Bulleen Plaza 30g/101 Manningham Road, Bulleen	Use of the land for the sale and consumption of liquor
APPROVED 21/10/2022	PVN22/0157	St Clements Primary School 9-21 Egan Drive, Bulleen	Demolition of an existing fence and construction of a fence
APPROVED 23/11/2020	PLN20/0373	2 Carrathool Street, Bulleen 2 Carrathool Street, Bulleen	Three lot subdivision
APPROVED 18/09/2020	PLN18/0747	72 Manningham Road, Bulleen	Construction of five, two-storey dwellings with associated basement garages and alteration of access to a road in a road zone, category 1.
APPROVED 28/08/2020	PLN19/0647	74 Manningham Road, Bulleen	Construction of a three-storey apartment building with associated basement car parking and alteration of access to a road in a Road Zone, Category 1
APPROVED 05/05/2020	PLA20/0035	2 Kinka Close, Bulleen 2a Kinka Close, Bulleen 2 Kinka Close, Bulleen	Amendment to Planning Permit PL17/027004 by alterations to the height and design of the front fence Planning Permit PL17/027004 was issued for the construction of two, two-storey dwellings
APPROVED 02/12/2019	PLA19/0068	78 Manningham Road, Bulleen	Amendment to pl01/012981 (issued for the construction of 44 dwellings with basement car parking and the removal of native vegetation in accordance with the endorsed plan) by amending the approved plans to provide for buildings and works associated with the enclosure of a recessed open space for the apartment known as no. 12/78 manningham road (retrospective).
APPROVED 22/11/2019	PLN19/0438	Bulleen Plaza 105 Manningham Road, Bulleen Bulleen Plaza 4/101 Manningham Road, Bulleen	Use of the land as a restricted recreation facility (fitness studio)
APPROVED 28/10/2019	PVN19/0139	2 Kinka Close, Bulleen 2 Kinka Close, Bulleen	Two lot subdivision
OTHER 18/04/2019	PLN19/0179	12/78 Manningham Road, Bulleen	Construction of an extension to the existing pergola
APPROVED 13/11/2018	PLN18/0618	2 Carrathool Street, Bulleen 2 Carrathool Street, Bulleen	Construction of three, two-storey dwellings
APPROVED 03/09/2018	PL17/027730	57 Summit Drive, Bulleen	Construction of two, two-storey dwellings and variation to the restrictive covenant contained in Transfer D186213 for Lot 274 of Plan of Subdivision LP76335 (by replacing the word “20%” with the word “40%" in relation to the percentage of exterior wall materials that does not need to be brick or brick veneer)
APPROVED 28/06/2018	PLN18/0427	38 Nirvana Crescent, Bulleen 38 Nirvana Crescent, Bulleen	2 lot subdivision
APPROVED 25/01/2018	PL17/027608	65 Pinnacle Crescent, Bulleen	Construction of two dwellings
APPROVED 06/06/2017	PL16/026836	Bulleen Plaza 105 Manningham Road, Bulleen	Alterations and additions to an existing building for a Convenience Restaurant, display of advertising signage (including one sky sign and internally illuminated signage), waiver of car parking requirements, variation to bicycle requirements and construction of a pedestrian ramp into the car park
APPROVED 22/05/2017	PL17/027004	2 Kinka Close, Bulleen 2 Kinka Close, Bulleen	Construction of two, two-storey dwellings
APPROVED 07/12/2016	PL14/024811.01	2 Carrathool Street, Bulleen 2 Carrathool Street, Bulleen	Amendment to Planning Permit PL14/024811 (issued on 3 July 2015 for construction of three, two- storey dwellings) by amending plans to show changes to Dwelling 1 (including a new basement garage, increased height from 6.8m to 6.9m, and

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Status	Code	Address	Description
			internal changes including a lift) and amending the permit by deleting Condition 1.8 and Condition 1.9 which relate to Dwelling 1's approved garage.
APPROVED 10/10/2016	PL16/026198	Bulleen Plaza 1/101 Manningham Road, Bulleen	Erection and display of two internally illuminated business identification signs.
APPROVED 03/08/2016	PL16/026119	Bulleen Plaza 12/101 Manningham Road, Bulleen	Erection and display of advertising signage, including two (2) animated signs and one (1) business identification sign.
APPROVED 14/07/2016	PL16/026241	Bulleen Plaza 12/101 Manningham Road, Bulleen	Liquor Licence - Packaged
APPROVED 15/04/2016	PL15/025858	St Clements Primary School 9-21 Egan Drive, Bulleen	Demolition of an existing school building (administration building) and buildings and works associated with the construction of a part single-storey, part two-storey building (replacement administration building) on land affected by the Schedule 112 to the Heritage Overlay (HO112)
APPROVED 14/04/2016	PL15/025729	38 Nirvana Crescent, Bulleen 38 Nirvana Crescent, Bulleen	Construction of two, two- storey dwellings
OTHER 21/12/2015	PL15/025134	Bulleen Plaza 32/101 Manningham Road, Bulleen	Liquor license.
APPROVED 03/07/2015	PL14/024811	2 Carrathool Street, Bulleen 2 Carrathool Street, Bulleen	Construction of three, two- storey dwellings
APPROVED 07/04/2015	PL14/024850	Bulleen Plaza 34/101 Manningham Road, Bulleen	2 lot subdivision under section 32 (SPEAR S061160E)
APPROVED 18/02/2015	PL14/024853	1 Derreck Avenue, Bulleen	4 Lot Subdivision (SPEAR S056465M)
APPROVED 14/01/2015	PL13/023795.01	1 Derreck Avenue, Bulleen	Amendment to Planning Permit PL13/023795 (issued for the construction of four, two-storey dwellings) by deleting condition 15 of the Planning Permit) relating to water reuse.
APPROVED 03/12/2014	PL14/024683	101 Manningham Road, Bulleen 101 Manningham Road, Bulleen	Buildings and works associated with the construction of a shelter
OTHER 05/11/2014	PL14/024453	2 Carrathool Street, Bulleen 2 Carrathool Street, Bulleen	Construction of three, two-storey dwellings
APPROVED 20/05/2014	PL14/024247	2/34 Nirvana Crescent, Bulleen 1/34 Nirvana Crescent, Bulleen	2 lot subdivision (SPEAR Application S050147M)
APPROVED 01/05/2014	PL13/023795	1 Derreck Avenue, Bulleen	Construction of four, two-storey dwellings
OTHER 29/07/2013	PL13/023447	101 Manningham Road, Bulleen	(lapsed) erection and display of one (1) advertising sign.
APPROVED 24/02/2012	PL01/012981.01	78 Manningham Road, Bulleen	Amendment of Condition 25 of Planning Permit No. PL01/012981 (for the construction of 44 apartments in two, three-storey buildings, with basement car parking) to provide roller shutter doors to the basement car park vehicular entries.
APPROVED 11/04/2011	PL11/021758	16/78 Manningham Road, Bulleen	Buildings and works for the installation of a window.
APPROVED 25/02/2011	PL11/021769	St Clements Primary School 9-21 Egan Drive, Bulleen	Buildings and works associated with the replacement of a church roof in a heritage overlay area.
APPROVED 07/10/2010	PL10/021436	St Clements Primary School 9-21 Egan Drive, Bulleen	Buildings and works associated with alterations to existing church
APPROVED 31/08/2010	PL10/021307	Bulleen Plaza 12/101 Manningham Road, Bulleen	Erection of new business identification signage and buildings and works incorporating façade alterations
APPROVED 23/03/2010	PL10/020922	23 Nirvana Crescent, Bulleen	Use and installation of a satellite dish
APPROVED	PL07/018717	90 Manningham Road, Bulleen	Use and installation of a satellite dish.

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Status	Code	Address	Description
31/03/2009			
APPROVED 23/07/2008	PL08/019507	Bulleen Pre-School, Maternal & Child Health Cntr 5-7 Derreck Avenue, Bulleen	Installation of water tank
OTHER 27/03/2007	PL07/018143	Bulleen Plaza 34/101 Manningham Road, Bulleen	WITHDRAWN Buildings and works associated with the conversion of basement level from a garage to an office
APPROVED 23/11/2006	PL06/017778	Bulleen Plaza 4/101 Manningham Road, Bulleen	The erection of illuminated and non-illuminated business identification signage
APPROVED 15/06/2006	PL05/017053	Header 101 Manningham Road, Bulleen Header 101 Manningham Road, Bulleen	Erection of a free standing business and library identification sign

For confirmation and detailed advice about this planning permits, please contact MANNINGHAM council on 03 9840 9333.

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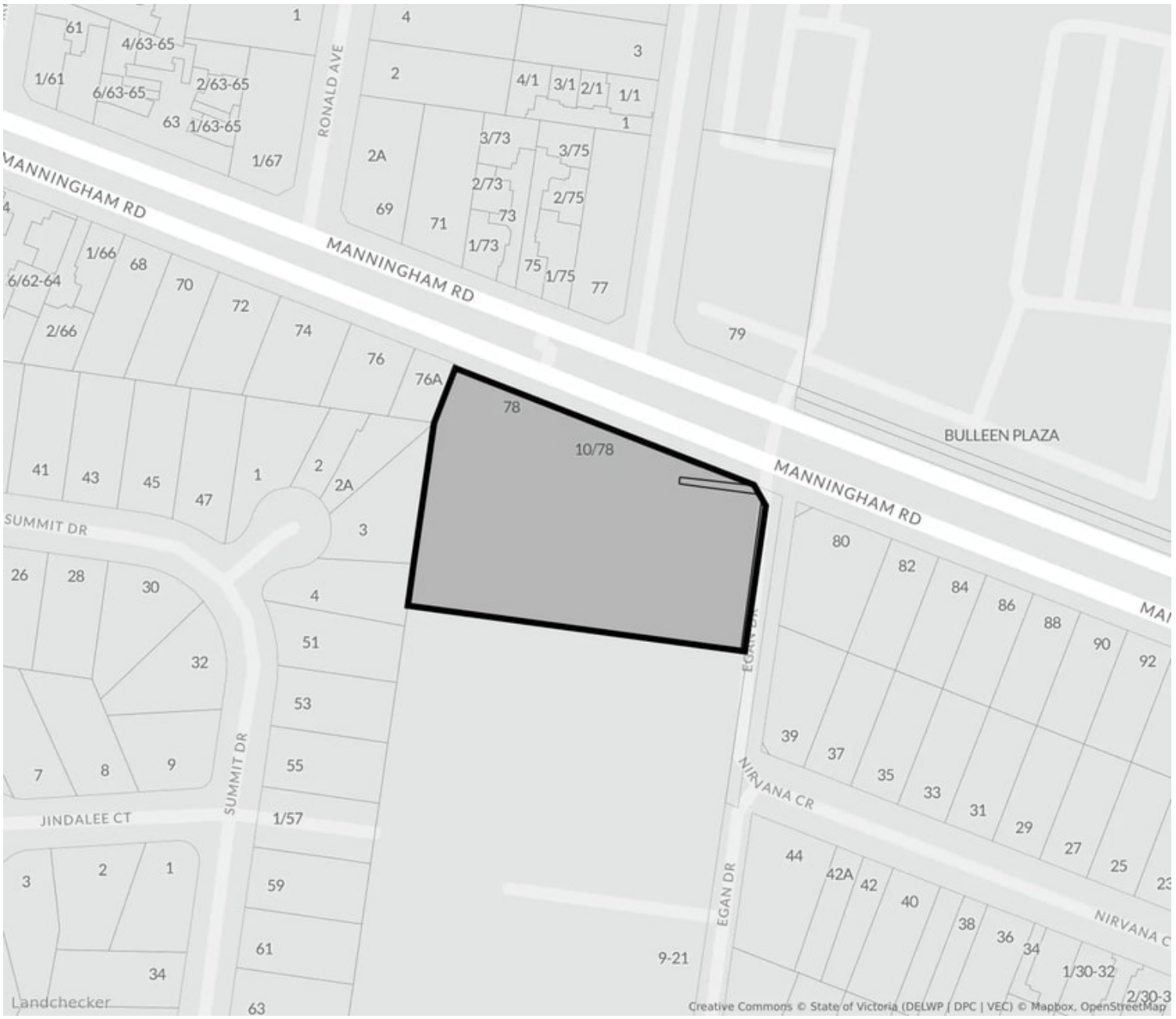
EASEMENTS



Other
Department of Environment, Land, Water and Planning

The easement(s) displayed is indicative only and may represent a subset of the total easements.

For confirmation and detailed advice about the easement(s) on this property, please contact the relevant source authority.

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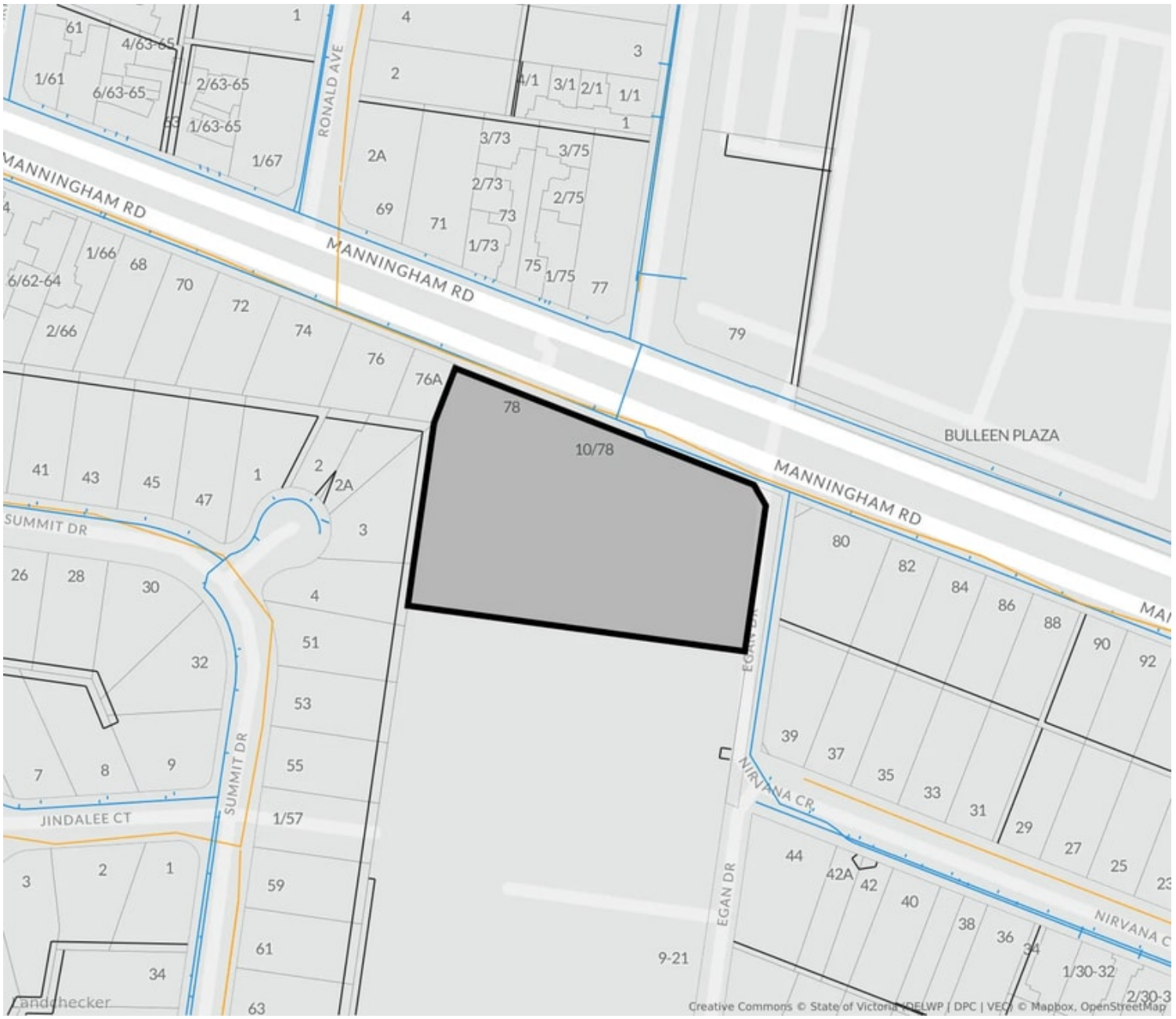
NEARBY EASEMENTS



Water
State Government of Victoria
Yarra Valley Water

Electricity
Department of Energy, Environment, and Climate Action

Other
Department of Environment, Land, Water and Planning

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For confirmation and detailed advice about the easement(s) nearby this property, please contact the relevant source authority.

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OBrien Real Estate Blackburn
98 South Parade,
Blackburn, VIC 3130

P: 03 9894 2044
E:
blackburn@obrienrealestate.com.au
ABN: 91 321 778 290

OBrien Real Estate

Residential Rental Agreement Renewal

for

33/78 Manningham Rd, Bulleen VIC 3105

This agreement is between **Megan Ferguson** and **Douglas Severin, Siwaporn Tub-in**.

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Residential Rental Agreement of no more than 5 years

Residential Tenancies Act 1997 Section 26(1)

Regulation 10(1)

Part A - General

This agreement is between the residential rental provider (rental provider) and the renter listed on this form.

1. Date of agreement

This is the date the agreement is signed

Sat 23/11/2024

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

2. Premises let by the rental provider

Address of premises

33/78 Manningham Rd, Bulleen VIC **Postcode** 3105

3. Rental provider details

Full name or company name of rental provider	Megan Ferguson
Address (if no agent is acting for the rental provider)	**Postcode**
Phone number	
ACN (if applicable)	
Email address	

Rental provider's agent details (if applicable)

Full name	OBrien Real Estate Blackburn
Address	98 South Parade, Blackburn, VIC **Postcode** 3130
Phone number	03 9894 2044
ACN (if applicable)	006 221 183
Email address	blackburn@obrienrealestate.com.au

Note: The rental provider must notify the renter within 7 days if any of this information changes.

4. Renter details

Each renter that is a party to the agreement must provide their details here.

Full name of **renter 1**	Douglas Severin
Current Address:	**Postcode**
Phone number:	0427 845 504
Email:	doug.severin@hotmail.com
Full name of **renter 2**	Siwaporn Tub-in
Current Address:	**Postcode**
Phone number:	0426 445 156
Email:	tupintr_4@hotmail.com
Full name of **renter 3**	
Current Address:	**Postcode**
Phone number:	
Email:	
Full name of **renter 4**	
Current Address:	**Postcode**
Phone number:	
Email:	

5. Length of the agreement

☑ Fixed term agreement — Start date: Fri 07/02/2025 — (this is the date the agreement starts and you may move in)

End date: Sat 06/02/2027

☐ Periodic agreement (monthly) — Start date:

Note: If a fixed term agreement ends and the renter and rental provider do not enter into a new fixed term agreement, and the renter continues to occupy the premises, a periodic (e.g. month by month) residential rental agreement will be formed.

---

6. Rent

Rent amount($) (payable in advance)	2086.00
To be paid per	☐ week ☐ fortnight ☑ calendar month
Day rent is to be paid (e.g. each Thursday or the 11th of each month)	7th day of each month
Date first rent payment due	Fri 07/02/2025
The rent will be increasing to	$2260.00 per month from Fri 07/02/2025

---

7. Bond

The Renter has paid the bond specified below

Unless the rent is greater than $900 (per week), the maximum bond is one month's rent. In some cases, the rental provider may ask the Victorian Civil and Administrative Tribunal (VCAT) to increase this limit. The rental provider or their agent must lodge the bond with the Residential Tenancies Bond Authority (RTBA). The bond must be lodged within 10 business days after receiving payment. The RTBA will send the renter a receipt for the bond.

If the renter does not receive a receipt within 15 business days from when they paid the bond, they may —
email rtba@justice.vic.gov.au, or
call the RTBA on 1300 13 71 64

Rental bond amount($)	2086
Bond lodgement date	Thu 07/12/2023
Bond Lodgement No.	15718276

Part B – Standard terms

---

8. Rental provider's preferred method of rent payment

Note: The rental provider must permit a fee-free (other than the renter's own bank fees) payment method and must allow the renter to use Centrepay or another form of electronic funds transfer.

Note: The renter is entitled to receive a receipt from the rental provider confirming payment of rent.

(Rental provider to tick permitted methods of rent payment)

☐ direct debit ☐ bank deposit ☐ cash ☐ cheque ☐ money order ☐ BPay

☑ other electronic form of payment, including Centrepay Rental Rewards

Payment details (if applicable)

Rental Rewards by Credit Card/Bank Account/BPay. The tenant acknowledges and agrees that a fee of $15.00 is payable for any dishonoured payments.

9. Service of notices and other documents by electronic methods

Electronic service of documents must be in accordance with the requirements of the ***Electronic Transactions (Victoria) Act 2000***.

Just because someone responds to an email or other electronic communications does not mean they have consented to the service of notices and other documents by electronic methods.

The rental provider and renter must notify the other party in writing if they no longer wish to receive notices or other documents by electronic methods.

The rental provider and renter must immediately notify the other party in writing if their contact details change.

9.1 Does the rental provider agree to the service of notices and other documents by electronic methods such as email?

The rental provider must complete this section before giving the agreement to the renter.
(Rental provider to tick as appropriate)

☑ Yes — Allira Fairlam: allira.fairlam@obrienrealestate.com.au

☐ No

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

(Renter to tick as appropriate)

Renter 1 ☑ Yes — Douglas Severin: doug.severin@hotmail.com

☐ No

Renter 2 ☑ Yes — Siwaporn Tub-in: tupintr_4@hotmail.com

☐ No

Renter 3 ☐ Yes

☐ No

Renter 4 ☐ Yes

☐ No

10. Urgent repairs

- The rental provider must ensure that the rental property is provided and maintained in good repair.
- If there is a need for an urgent repair, the renter should notify the rental provider in writing.

For further information on seeking repairs see **Part D** (below).

Details of person the renter should contact for an urgent repair
(rental provider to insert details)

Emergency contact name	OBrien Real Estate Blackburn
Emergency phone number	03 9894 2044
Emergency email address	anna.molinaro@obre.com.au

11. Professional cleaning

The rental provider must not require the renter to arrange professional cleaning or cleaning to a professional standard at the end of the tenancy unless —

- professional cleaning or cleaning to a professional standard was carried out to the rented premises immediately before the start of the tenancy and the renter was advised that professional cleaning or cleaning to a professional standard had been carried out to those premises immediately before the start of the tenancy; or
- professional cleaning or cleaning to a professional standard is required to restore the rented premises to the same condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

The renter must have all or part of the rented premises professionally cleaned, or pay the cost of having all or part of the rented premises professional cleaned, if professional cleaning becomes required to restore the premises to the condition they were in immediately before the start of the tenancy, having regard to the condition report and taking into account fair wear and tear.

12. Owners corporation

Do owners corporation rules apply to the premises?
If yes, the rental provider must attach a copy of the rules to this agreement.
(Rental provider to tick as appropriate)

- ☐ No
- ☑ Yes

13. Condition report

The renter must be given 2 copies of the condition report (or one emailed copy) on or before the date the renter moves into the rented premises.
(rental provider to tick as appropriate)

- ☑ The condition report has been provided
- ☐ The condition report will be provided to the renter on or before the date the agreement starts

Part C – Safety related activities

14 Electrical safety activities

(a) The rental provider must ensure an electrical safety check of all electrical installations, appliances and fittings provided by a rental provider in the rented premises is conducted every 2 years by a licensed or registered electrician and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If an electrical safety check of the rented premises has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange an electrical safety check as soon as practicable.

15 Gas safety activities

This safety-related activity only applies if the rented premises contains any appliances, fixtures or fittings which use or supply gas.

(a) The rental provider must ensure that a gas safety check of all gas installations and fittings in the rented premises is conducted every 2 years by a licensed or registered gasfitter and must provide the renter with the date of the most recent safety check, in writing, on request of the renter.

(b) If a gas safety check has not been conducted within the last two years at the time the renter occupies the premises, the rental provider must arrange a gas safety check as soon as practicable.

16 Smoke alarm safety activities

(a) The rental provider must ensure that:
   i. any smoke alarm is correctly installed and in working condition; and
   ii. any smoke alarm is tested according to the manufacturer's instructions at least once every 12 months, and
   iii. the batteries in each smoke alarm are replaced as required.

(b) The rental provider must immediately arrange for a smoke alarm to be repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.
Note: Repair or replacement of a hard-wired smoke alarm must be undertaken by a suitably qualified person.

(c) The rental provider, on or before the occupation date, must provide the renter with the following information in writing:
   i. information about how each smoke alarm in the rented premises operates;
   ii. information about how to test each smoke alarm in the rented premises;
   iii. information about the renter's obligations to not tamper with any smoke alarms and to report if a smoke alarm in the rented premises is not in working order.

(d) The renter must give written notice to the rental provider as soon as practicable after becoming aware that a smoke alarm in the rented premises is not in working order.

Note: Regulations made under the **Building Act 1993** require smoke alarms to be installed in all residential buildings.

17 Swimming pool barrier safety activities

These safety-related activities only apply if the rented premises contains a swimming pool.

(a) The rental provider must ensure that the swimming pool barrier is maintained in good repair.

(b) The renter must give written notice to the rental provider as soon as practicable after becoming aware that the swimming pool barrier is not in working order.

(c) The rental provider must arrange for a swimming pool barrier to be immediately repaired or replaced as an urgent repair if they are notified by the renter that it is not in working order.

(d) The rental provider must provide the renter with a copy of the most recent certificate of swimming pool barrier compliance issued under the **Building Act 1993** on the request of the renter.

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18 Relocatable pool safety activities

These safety-related activities only apply if a relocatable swimming pool is erected, or is intended to be erected, on the rented premises.

(a) The renter must not erect a relocatable swimming pool without giving written notice to the rental provider before erecting the pool.

(b) The renter must obtain any necessary approvals before erecting a relocatable swimming pool.

Note: Regulations made under **Building Act 1993** apply to any person erecting a relocatable swimming pool. This safety-related activity only applies to swimming pools or spas that hold water deeper than 300 mm.

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19 Bushfire prone area activities

This safety-related activity only applies if the rented premises is in a bushfire prone area and is required to have a water tank for bushfire safety.

If the rented premises is in a designated bushfire prone area under section 192A of the **Building Act 1993** and a water tank is required for firefighting purposes, the rental provider must ensure the water tank and any connected infrastructure is maintained in good repair as required.

The water tank must be full and clean at the commencement of the agreement.

Part D – Rights and obligations

This is a summary of selected rights and obligations of **renters** and **rental providers** under the Act.

Any reference to VCAT refers to the Victorian Civil and Administrative Tribunal.

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

20. Use of the premises

The renter:

- is entitled to quiet enjoyment of the premises. The rental provider may only enter the premises in accordance with the Act; and
- must not use the premises for illegal purposes; and
- must not cause a nuisance or interfere with the reasonable peace, comfort or privacy of neighbours; and
- must avoid damaging the premises and common areas. Common areas include hallways, driveways, gardens and stairwells. Where damage occurs, the renter must notify the rental provider in writing; and
- must keep the premises reasonably clean.

21. Condition of the premises

The rental provider:

- must ensure that the premises comply with the rental minimum standards, and is vacant and reasonably clean when the renter moves in; and
- must maintain the premises in good repair and in a fit condition for occupation; and
- agrees to do all the safety-related maintenance and repair activities set out in **Part C** of the agreement.

The renter:

- The renter must follow all safety-related activities set out in **Part C** of the agreement and not remove, deactivate or otherwise interfere with the operation of prescribed safety devices on the premises.

22. Modifications

The renter:

- may make some modifications without seeking the rental provider's consent. These modifications are listed on the Consumer Affairs Victoria website; and
- must seek the rental provider's consent before installing any other fixtures or additions; and
- may apply to VCAT if they believe that the rental provider has unreasonably refused consent for a modification mentioned in the Act; and
- at the end of the agreement, must restore the premises to the condition it was in before they moved in (excluding fair wear and tear). This includes removing all modifications, unless the parties agree they do not need to be removed.

The rental provider:

- must not unreasonably refuse consent for certain modifications.

A list of the modifications that the rental provider cannot unreasonably refuse consent for is available on the Consumer Affairs Victoria website consumer.vic.gov.au/renting.

23. Locks

- The rental provider must ensure the premises has:
  - locks to secure all windows capable of having a lock, and
  - has deadlocks (a deadlock is a deadlatch with at least one cylinder) for external doors that are able to be secured with a functioning deadlock; and
  - meets the rental minimum standards for locks and window locks.
- External doors which are not able to be secured with a functioning deadlock must at least be fitted with a locking device that—
  - is operated by a key from the outside; and
  - may be unlocked from the inside with or without a key
- The renter must obtain consent from the rental provider to change a lock in the master key system.
- The rental provider must not unreasonably refuse consent for a renter seeking to change a lock in the master key system.
- The rental provider must not give a key to a person excluded from the premises under a:
  - a family violence intervention order; or
  - a family violence safety notice; or
  - a recognised non-local DVO; or
  - personal safety intervention order.

24. Repairs

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

25. Urgent repairs

Section 3(1) of the Act defines **urgent repairs**. Refer to the Consumer Affairs Victoria website for the full list of urgent repairs and for more information, visit consumer.vic.gov.au/urgentrepairs.

Urgent repairs include failure or breakdown of any essential service or appliance provided for hot water, cooking, heating or laundering supplied by the rental provider.
The rental provider must carry out urgent repairs after being notified. A renter may arrange for urgent repairs to be done if the renter has taken reasonable steps to arrange for the rental provider to immediately do the repairs and the rental provider has not carried out the repairs.
If the renter has arranged for urgent repairs, the renter may be reimbursed directly by the rental provider for the reasonable cost of repairs up to $2500.

The renter may apply to VCAT for an order requiring the rental provider to carry out urgent repairs if—

(a) the renter cannot meet the cost of the repairs; or

(b) the cost of repairs is more than $2500; or

(c) the rental provider refuses to pay the cost of repairs if it is carried out by the renter.

26. Non-urgent repairs

- The renter must notify the rental provider, in writing, as soon as practicable of —
  - damage to the premises; and
  - a breakdown of facilities, fixtures, furniture or equipment supplied by the rental provider.
- The rental provider must carry out non-urgent repairs in reasonable time.
- The renter may apply to VCAT for an order requiring the rental provider to do the repairs if the rental provider has not carried out the repairs within 14 days of receiving notice of the need for repair.

27. Assignment or sub-letting

The renter:

- The renter must not assign (transfer to another person) or sub-let the whole or any part of the premises without the written consent of the rental provider. The rental provider may give the renter notice to vacate if the renter assigns or sub-lets the premises without consent.

The rental provider:

- cannot unreasonably withhold consent to assign or sub-let the premises; and
- must not demand or receive a fee or payment for consent, other than any reasonable expenses incurred by the assignment.

28. Rent

- The rental provider must give the renter at least 60 days written notice of a proposed rent increase
- Rent cannot be increased more than once every 12 months.
- If the rental provider or agent does not provide a receipt for rent, then renter may request a receipt.
- The rental provider must not increase the rent under a fixed term agreement unless the agreement provides for an increase by specifying the amount of increase or the method of calculating the rent increase.

29. Access and entry

- The rental provider may enter the premises—
  - at any time, if the renter has agreed within the last 7 days; and
  - to do an inspection, but not more than once every 6 months; and
  - to comply with the rental provider's duties under the Act; and
  - to show the premises or conduct an open inspection to sell, rent or value the premises; and
  - to take images or video for advertising a property that is for sale or rent; and
  - if they believe the renter has failed to follow their duties under the Act; and
  - to do a pre-termination inspection where the renter has applied to have the agreement terminated because of family violence or personal violence.
- The renter must allow entry to the premises where the rental provider has followed proper procedure.
- The renter is entitled to a set amount of compensation for each sales inspection.

30. Pets

- The renter must seek consent from the rental provider before keeping a pet on the premises.
- The rental provider must not unreasonably refuse a request to keep a pet.

Part E - Additional terms

31. Additional terms (if any)

List any additional terms to this agreement. The terms listed must not exclude, restrict or modify any of the rights and duties included in the Act.
Additional terms must also comply with the Australian Consumer Law (Victoria). For example, they cannot be unfair terms, which will have no effect. Contact Consumer Affairs Victoria on 1300 558 181 for further information or visit consumer.vic.gov.au/products-andservices/business-practices/contracts/unfair-contract-terms.

1.

32. **Residential Tenancy Database**
    In accord with Section 439 (I) of the Act OBrien Real Estate Blackburn will, within 14 days of receipt of a written request, provide a copy of any listing located on a residential tenancy database used by OBrien Real Estate Blackburn subject to the Act.
33. **Rental Provider Obligations**
    The Rental Provider may issue a notice to vacate in accord with the Act during the term of this Agreement and the Renter must vacate the Premises at the expiration of the notice period given in the notice to vacate.
    The Rental Provider or OBrien Real Estate Blackburn may during the last month of the term of this Agreement place a 'to let' notice on the Premises. The Rental Provider or OBrien Real Estate Blackburn may put on the Premises a notice or notices 'for sale' or 'auction' at any time during the term of this Agreement.
    The Rental Provider must not increase the Rental more than once in every 12 months.
    Unless this Agreement is specified in Item 5 of Part A to be for a fixed term the Rental Provider may, in accord with the provisions of Section 44 of the Act, increase the Rental by giving the Renter at least 60 day's notice of the increase.
    This Agreement may only be amended in writing signed by the Rental Provider and the Renter.
    Where the Premises form part of a building, the Rental Provider has the right to make and/or alter rules and regulations for the Premises and the Renter will be bound by such rules and regulations of the Act.
34. **Availability of Premises**
    OBrien Real Estate Blackburn will use its best endeavours so that the Premises are available on the Commencement Date.
35. **Payment of Services**
    The Renter shall pay all charges in respect of the consumption of water, electricity, gas, oil, national broadband network ("NBN") and telephone where the Premises are separately metered for these services as stipulated in the Act.
    It is the Renter's responsibility to turn the main switch off to allow the power to be connected as required by the electricity provider. No claim shall be made against the Rental Provider or OBrien Real Estate Blackburn should the power not be connected at the commencement of this Agreement.
    The Renter acknowledges that all arrangements for connection of a telephone line or national broadband network ("NBN") connection to the Premises shall be at the cost of the Rental Provider.
36. **Contents Insurance**
    The Renter is not required to take out any insurance. Notwithstanding this, the Renter acknowledges that any insurance policy of the Rental Provider does not provide cover for the personal possessions of the Renter. It is strongly recommended that the Renter should take out contents insurance to adequately cover those possessions.

37. **Use of Premises**
    The Renter shall only use the Premises for residential purposes unless the prior written consent of the Rental Provider has been obtained for any other use. The Rental Provider may impose reasonable terms and conditions on giving any consent. Any other use may be subject to council or other approval and any costs associated with such approvals will be the responsibility of the Renter. The Renter must not permit any short term or long term letting or licencing the use and/or occupation of any part of the Premises without the prior written consent of the Rental Provider. Any request for consent must be made in writing to OBrien Real Estate Blackburn.
38. **No Representations**
    The Renter acknowledges that no promise, representation, warranty or undertaking has been given by the Rental Provider or OBrien Real Estate Blackburn in relation to the suitability of the Premises for the purposes of the Renter otherwise than as provided in this Agreement. Without limiting Item 21 of Part D of this Agreement, the Rental Provider must ensure that the Premises comply with the rental minimum standards (as set out in Schedule 4 of the Residential Tenancies Regulations 2021), and further that the Premises are vacant and reasonably clean when the Renter moves in.
39. **Condition Report**
    The Renter must be given 2 copies of the Condition Report (or one emailed copy) on or before the date the Renter moves into the Premises.
    The Renter acknowledges having received before entering into occupation of the Premises two copies of the Condition Report signed by or on behalf of the Rental Provider as well as a written statement setting out the rights and duties of the Rental Provider and Renter under a tenancy agreement ('Renting a Home - A Guide for Renters'). The Renter acknowledges that the Condition Report provided at the commencement of the tenancy must be signed and returned to OBrien Real Estate Blackburn within 5 business days after entering into occupation of the Premises. If the Condition Report is not returned, the copy held by OBrien Real Estate Blackburn will be accepted as conclusive evidence of the state of repair or general condition of the Premises, at the commencement of this Agreement.
40. **No Promise of Renewal**
    The Renter acknowledges that no promise, representation or warranty has been given by the Rental Provider or OBrien Real Estate Blackburn in relation to any further renewal of this Agreement. Without limiting the generality of clause 5 in Part A of this Agreement, the Renter acknowledges that if this Agreement is specificed in Part A, Item 5 of this Agreement as being for a fixed period, then it shall commence on the Commencement Date and end on the Expiry Date.
41. **Rental Provider Termination**
    The Renter acknowledges that the Rental Provider may require possession of the Premises at the termination of this Agreement and may issue a notice to vacate in accord with the Act requiring vacant possession on the expiry of this Agreement.
42. **Keys**
    The Renter is responsible for replacing any lost keys, remote controls, fobs, swipes or any other access devices, and for covering any associated locksmith charges. OBrien Real Estate Blackburn does not guarantee that it holds a spare set of keys for the property at its office. Should the Renter require additional keys, access devices or any of the above mentioned, the cost will be borne by the Renter. At the end of the tenancy, all keys, access devices etc must be returned to OBrien Real Estate Blackburn without reimbursement.
43. **Floor Protection**
    If the Premises include polished floorboards/floating floor, it shall be the responsibility of the Renter to fit floor protectors to all items of furniture to protect the floorboards from scratching. Stiletto shoes must not be worn at any time by any occupant and/or invitee of the Renter throughout the tenancy to prevent indentation being caused to the floors.

44. **Changing Locks**
    The Renter may change any lock security alarm code and/or other security device at the Premises. If the Renter changes any lock security alarm code and/or other security device, the Renter must give the Rental Provider or OBrien Real Estate Blackburn a duplicate key and/or new security alarm code and/or other access device as soon as practicable.
45. **Comply with Insurance**
    Subject to the Renter having been provided with a copy of any insurance policy maintained by the Rental Provider, the Renter must not knowingly do or allow anything to be done at the Premises that may invalidate any insurance policy or result in the premium being increased above the normal rate. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.
46. **No Invalidating Insurance**
    The Renter shall not do or allow anything to be done which would invalidate any insurance policy on the Premises or increase the premium including (but not limited to) the storage of flammable liquids or the use of any kerosene or oil burning heater at the Premises. For the avoidance of doubt the Rental Provider is responsible for payment of insurance, and nothing in this clause requires the Renter to take out or pay for any insurance.
47. **Protection Against Damage**
    The Renter must take reasonable measures so that anyone that the Renter has allowed or permitted to be at the Premises does not cause damage to the Premises. This obligation shall not extend to the Rental Provider or OBrien Real Estate Blackburn or their respective contractors.
48. **Shared Services**
    The Renter shall not do or allow to be done anything at the Premises that will cause the shared service facilities including (but not limited to) any driveway, lift or stairwell to become obstructed, untidy, damaged or used for any purpose other than for which it may be intended.
49. **No Servicing Vehicles**
    The Renter must not service or repair or allow the service or repair of any motor vehicle, motorcycle, boat or caravan at the Premises except minor routine maintenance and cleaning, other than greasing and changing oil.
50. **Report Damage or Injury**
    The Renter shall notify OBrien Real Estate Blackburn immediately in writing on becoming aware of any damage to or defects in the Premises or breakdown of facilities, whether or not it might injure a person or cause damage to the Premises.
51. **Notify Blockages**
    The Renter must as soon as practicable notify the Rental Provider or OBrien Real Estate Blackburn of any blockage or defect in any drain, water service or sanitary system. No item that could cause a blockage including (but not limited to) any feminine hygiene product, disposable nappy or excessive amounts of toilet paper may be flushed down the sewerage septic stormwater or drainage systems. The Renter must pay the Rental Provider all reasonable expenses that are incurred in rectifying any defect or blockage that may be caused by the Renter or a person that the Renter has allowed or permitted to be at the Premises. This obligation shall not extend to any defect or blockage caused by the Rental Provider or OBrien Real Estate Blackburn or their respective contractors.
52. **Alterations**
    The Renter shall not paint or affix any sign or any antenna or cabling onto the Premises without the prior written consent of the Rental Provider. The consent of the Rental Provider will not be unreasonably withheld. The consent of the Rental Provider may be made subject to any reasonable condition including (but not limited to) removal of the thing affixed when the tenancy is terminated. The Renter's rights and obligations in relation to modifications are set out in Part D, Item 22 of this Agreement. The Rental Provider may require the Renter to remove such items affixed and make good any damage caused by such removal.

53. **Rubbish**
    The Renter shall deposit all rubbish including any carton and newspaper in a proper rubbish receptacle with a close fitting lid as required by the local council. Such rubbish receptacle shall be kept only in the place provided and placed out by the Renter for collection and returned to its allotted place in accord with local council by-laws and/or good practice.
54. **Pests**
    The extermination of all pests including (but not limited to) any rat, cockroach, mouse, flea, ant or other pest that may infest the Premises is considered an urgent repair and shall be dealt with in accordance with Part D, Item 25 of this Agreement.
55. **Hanging Clothes**
    The Renter shall not hang any clothes outside the Premises other than where provision for the hanging of clothes has been provided. The Renter must use any clothes drying facilities in the manner required by the Rental Provider or any owner's corporation.
56. **Replace Light Globes**
    The Renter shall, at the Renter's expense, replace with a similar type style and feature/attribute any lighting tube, globe and down-light (including any starter ballast or transformer) at the Premises which become defective during the term or any extension of this Agreement unless the defect is proven to be caused by faulty wiring or a defective fitting.
57. **Smoke Free Zone**
    The Renter acknowledges that the Premises are a 'Smoke Free Zone' and the Renter will ensure that the Renter and any invitees do not smoke inside the Premises.
58. **Payment of Rental**
    All payments of Rental shall be made without demand by or on behalf of the Rental Provider and on time. No part payment will be accepted. All payments of Rental are to be made by the method advised in Item 8 in Part B of this Agreement or as notified in writing by OBrien Real Estate Blackburn from time to time.
59. **Rental Increase**
    If the Renter disagrees with a Rental increase sought by the Rental Provider, the Renter may apply to the Director of Consumer Affairs Victoria for an investigation, provided the application to the Director of Consumer Affairs Victoria is made within 30 days after the notice of the Rental increase is given by or on behalf of the Rental Provider.
60. **Maintain Garden**
    The Renter must maintain any garden at or adjacent to the Premises including the mowing and edging of any lawn, light trimming/pruning of small trees, shrubs and taking care of plants. Garden beds, paths and paving are to be maintained by the Renter in a neat and tidy condition, free of weeds and so far as is reasonably possible, free of garden pests and properly watered. When watering any garden, the Renter must comply with any government watering restrictions in place, from time to time. It is the responsibility of the Renter to maintain any water feature/fountain or pond at the Premises. The Renter must maintain the water quality and keep the water feature/fountain or pond clean as per the Condition Report at the commencement of the tenancy and taking into account fair wear and tear.
61. **Watering System**
    If any garden is watered by a watering system and/or via any tank water, the Renter must maintain the system and/or tank in the state of repair and condition it was in at the start of this Agreement (fair wear and tear excepted). The Renter is not required to repair damage to the watering system caused by the Rental Provider, OBrien Real Estate Blackburn or their contractors.
62. **Rental Provider Repairs**
    The Renter acknowledges that the Premises may require maintenance during the tenancy due to unforeseen acts of nature, wear and tear or other causes. Should this occur, the Rental Provider will use best endeavours to rectify any damage in a timely manner and in conjunction with any insurer and/or tradespeople appointed by any insurer. The Renter agrees to allow the Rental Provider or any tradespeople reasonable access to carry out any such repairs.

The Rental Provider must ensure that the Premises are provided and maintained in good repair. If there is a need for an urgent repair the Renter must notify OBrien Real Estate Blackburn in writing.

63. **Urgent Repairs**
The Renter acknowledges that OBrien Real Estate Blackburn is authorised to attend to urgent repairs to a maximum of $2,500.00 (including GST) and the Renter agrees to use all reasonable efforts to contact OBrien Real Estate Blackburn during business hours or after hours information service on 03 9894 2044 or OBrien Real Estate Blackburn approved after hours emergency tradespeople before any urgent repairs are completed. Please refer to the booklet 'Renting a Home - A guide for Renters' as provided for classification of urgent repairs.
64. **Vehicle Parking**
The Renter shall not park or allow any vehicle to be parked on the Premises or in any garage facilities made available for use by the Renter as part of this Agreement which leaks oil unless a suitable oil drip tray is provided. No visitor cars are permitted to be parked at the Premises unless any dedicated visitor parking is provided by the Rental Provider or any owner's corporation. The Renter acknowledges that if the Premises are advertised without any off-street parking being made available, it shall be the responsibility of the Renter to enquire with the local council whether any parking permit is required for on-street parking in the vicinity of the Premises and/or otherwise make independent arrangements for the parking of any motor vehicle.
65. **Pets**
The Renter must not keep any animal, bird, or other pet at the Premises without first obtaining the written permission of the Rental Provider or OBrien Real Estate Blackburn. Permission will not be unreasonably withheld. In giving permission, the Rental Provider or OBrien Real Estate Blackburn may impose reasonable conditions. It is not unreasonable for the Rental Provider or OBrien Real Estate Blackburn to withhold permission if the rules of an owner's corporation prohibit pets being on common property or kept on the Premises. If an occupant of the Premises is blind, permission will not be required for the occupant to have a trained guide dog at the Premises (unless permission must be obtained from an owner's corporation). To seek the written permission of the Rental Provider or OBrien Real Estate Blackburn to keep a pet at the Premises the Renter must complete and provide a pet request form.
66. **Pools and Water Features**
The Renter must not install any pool, spa, pond or any other water retaining device (either inflatable or constructed) at the Premises without the express written permission of the Rental Provider. The Renter also agrees that should any such permission be granted it will be conditional on the Renter obtaining and providing evidence to the Rental Provider, of compliance with Council or any other regulations relating to pool installation or pool fencing requirements prior to the installation taking place.
67. **Rental Provider Entry**
Subject to compliance with the Act, the Rental Provider or OBrien Real Estate Blackburn has the right to enter the Premises:
    - To carry out duties specified in this Agreement, or the Act or any other legislation or law;
    - To value the Premises or any property of which the Premises form part, provided that at least 7 days' written notice has been given to the Renter;
    - At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective buyers or financial lenders through the Premises, provided that at least 48 hours' written notice has been given to the Renter;
    - At any time between 8am and 6pm on any day (except a public holiday), for the purposes of showing prospective new renters through the Premises provided that at least 48 hours' written notice has been given to the Renter (and provided that such entry occurs in the period that is within 21 days before the termination date specified in the notice to vacate or notice of intention to vacate and otherwise subject to the requirements of the Act);

- To verify a reasonable belief that the Renter or any occupier may not have met any duties as a Renter of the Premises, provided that at least 24 hours' written notice has been given to the Renter;
- To make one general inspection provided that entry for that purpose has not been made within the last 6 months, and provider further that at least 7 days' written notice has been given to the Renter.

68. **Assignment and Sub-Letting**
    If during the term of the tenancy the people in occupation of the Premises change -
    The Renter must as soon as practicable notify the Rental Provider or OBrien Real Estate Blackburn in writing and comply with clause 27 in Part D of this Agreement.
    The Renter acknowledges that the Renter will be required to reimburse the Rental Provider or OBrien Real Estate Blackburn for any cost or charge incurred in preparing a written transfer of this Agreement in accord with the fees within the Rental Provider's appointment of OBrien Real Estate Blackburn as agent to manage the Premises.
69. **Rental Provider Notice**
    If the Rental Provider requires possession of the Premises when the tenancy ends, the Rental Provider will give the Renter the notice required by and in the manner prescribed by the Act.
70. **Renter Notice**
    If the Renter wishes to vacate the Premises at the expiration of this Agreement the Renter must give the Rental Provider written notice of the intention of the Renter to vacate at least 28 days prior to the expiration of this Agreement.
71. **Periodic Tenancy**
    If the Renter remains in occupation of the Premises after the expiration of this Agreement and does not enter into a new fixed term Agreement the tenancy reverts to a periodic tenancy such that the Renter must give written notice of the intention of the Renter to vacate the Premises specifying a termination date that is not earlier than 28 days after the day on which the Renter gives written notice.
72. **Rental Provider Expenses**
    If the Renter decides to vacate the Premises during the term of this Agreement for whatever reason, the Renter shall be responsible for reimbursing to the Rental Provider or OBrien Real Estate Blackburn the following costs:
    1. A pro rata letting fee;
    2. Marketing costs as incurred by OBrien Real Estate Blackburn;
    3. National tenancy database checks on each applicant or as required;
    4. The continued payment of Rental until the first to occur of the Premises being relet or the current term of this Agreement expiring;
    5. If the Premises are relet at a lower Rental, the Renter must pay to the Rental Provider any difference or shortfall as required for the unexpired portion of the term of this agreement subject to legal requirements.
73. **Return Keys**
    The Renter acknowledges that it is the responsibility of the Renter on the termination of this Agreement to deliver all keys and any auto remote controls for the Premises to OBrien Real Estate Blackburn during business hours and to continue paying Rental until such time as all keys and auto remote controls are delivered.
74. **No Set-Off**
    The Renter acknowledges that pursuant to the Act, the Renter cannot refuse to pay Rental on the grounds that the Renter intends to regard any part of the Bond as rent paid by the Renter. The Renter acknowledges that failure to comply with the Act may render the Renter liable to a penalty.
75. **Remove Personal Property**
    The Renter shall be responsible for the removal of any furniture, fitting, personal property, motorcycle, car or boat spare parts or any other equipment at the termination of the tenancy, and shall reinstate the Premises or

the land on which it is situated to the condition which existed at the commencement of the tenancy subject only to fair wear and tear.

76. **Window Cleaning**
    If required in order to return the Premises to the state evidenced in the condition report or if otherwise required due to the size, location or inaccessibility of the windows at the Premises, the Renter agrees to have all windows at the Premises cleaned (both internally and externally) in a professional manner at the Renter's own cost immediately prior to vacating the Premises and taking into account fair wear and tear.
77. **Carpet Cleaning**
    If required in order to return the Premises to the state evidenced in the condition report, the Renter will at the termination of the tenancy (whatever the cause of the termination might be) arrange for the carpet or rugs in the Premises to be professionally steam cleaned or dry cleaned (at the direction of the Rental Provider) by a reputable carpet cleaning contractor at the Renter's own cost and provide OBrien Real Estate Blackburn with an invoice/receipt for such work. The cleanliness of the carpet as stated on the ingoing condition report completed at the commencement of the tenancy will be taken into consideration in assessing the quality or outcome of such cleaning and taking into account fair wear and tear.
78. **Definitions and Interpretation**
    All terms used in this Agreement shall have the meanings given to them in the Schedule which shall form part of this Agreement and Act means Residential Tenancies Act 1997 including any subordinate regulations and Schedule means the schedule to this Agreement and Agreement means this document incorporating the Schedule and all attachments to this document.
79. **Electronic Notices**
    The Renter acknowledges that the Renter is entering into a binding Agreement if this Agreement is signed utilising an electronic signature. Unless indicated to the contrary in the Item 9 of Part B of this Agreement, the Renter consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000. The Rental Provider consents to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 at the email address of OBrien Real Estate Blackburn. If the Renter has not consented to the electronic service of notices and other documents in accord with the requirements of the Electronic Transactions (Victoria) Act 2000 the Rental Provider shall not infer consent to the electronic service from the receipt or response to emails or other electronic communications.
80. **Change of Electronic Address**
    The Rental Provider and the Renter must give immediate written notice to the Other Party and OBrien Real Estate Blackburn if the email address for the electronic service of Notices or other documents is changed or any other contact details are changed.
81. **Withdraw Consent**
    The Renter may withdraw consent to the electronic service of notices or other documents by giving written notice to the Rental Provider or OBrien Real Estate Blackburn but such notice shall only become effective on receipt by the Rental Provider or OBrien Real Estate Blackburn.
82. **Furnishings**
    If the Premises are let fully furnished or semi-furnished the Renter acknowledges that any furniture, fittings and chattels included in the Premises are listed in an attachment to this Agreement or in the Condition Report and the Renter further acknowledges that all such items are in good condition as at the date of this Agreement unless specifically noted to the contrary.
83. **Care for Furnishings**
    The Renter agrees to care for and maintain any items of furniture, fittings and chattels leased with the Premises during the tenancy and deliver them to the Rental Provider at the end of the tenancy in the same condition as at the Commencement Date (fair wear and tear excepted). The Renter must follow any care or manufacturer's instruction manuals provided to properly care for any such furniture fittings and chattels leased with the Premises.

84. **Repair/Replacement of Furnishings**
    At the end of the tenancy, the Renter must replace with items of equivalent quality features functionality and condition any of the items of furniture fittings and chattels leased with the Premises which have been damaged destroyed or rendered inoperable/useful during the term of this Agreement (fair wear and tear excepted).
85. **Cost of Repairs/Replacements**
    The Renter acknowledges that the Renter may be liable for any repairs or maintenance costs to any furniture fittings and chattels leased with the Premises if the Renter has failed to comply with any manufacturer's recommendations if it results in loss or damage to any item of furniture fittings or chattels leased with the Premises.
86. **Owners Corporation**
    A copy of the rules of any Owner's Corporation affecting the Premises are attached to this Agreement. The Renter must comply with the rules of the owner's corporation or any amending/superseding rules, a copy of which are provided to the Renter. The Renter is not obliged to contribute to owner's corporation capital costs or other owner's corporation expenses that would but for this clause be payable by the Rental Provider.

Administration Fee:

The Rental Provider agrees to a pay an administration cost of $220 inc gst in order for the agent to facilitate a tenancy transfer that may arise. The Rental Provider will be reimbursed the costs from the Renter.

Renter Acknowledgement

1. *Douglas Severin viewed and acknowledged at Sat, 23/11/2024 07:49 from device: iOS 18.0.1 iPhone Mobile Safari 18.0.1*
2. *Siwaporn Tub-in viewed and acknowledged at Sat, 23/11/2024 10:25 from device: iOS 18.1 iPhone Mobile Safari 18.1*

Pet Clause

The rental provider/s being Megan Ferguson agrees to give permission to the renter being Douglas Severin, Siwaporn Tub-in to have 1x CAT at the above-mentioned premises.

The renter agrees and acknowledges that they are fully responsible for any damage that the pet/s may cause and agrees that any damage caused by the pet/s will be repaired at the renter's expense.

Upon vacating the premises, the renter agrees to flea bomb/arrange pest control treatment the premises after the carpets have been steam cleaned (if applicable) and provide the office with a copy of the receipt.

Renter Acknowledgement

1. *Douglas Severin viewed and acknowledged at Sat, 23/11/2024 07:49 from device: iOS 18.0.1 iPhone Mobile Safari 18.0.1*
2. *Siwaporn Tub-in viewed and acknowledged at Sat, 23/11/2024 10:25 from device: iOS 18.1 iPhone Mobile Safari 18.1*

Privacy Collection Notice

As professional property managers **OBrien Real Estate Blackburn** collects personal information about you. To ascertain what personal information we have about you, you can contact us on: 03 9894 2044

Primary Purpose

As professional property managers, **OBrien Real Estate Blackburn** collect your personal information to assess the risk in providing you with the lease / tenancy of the **Premises** you have requested, and if the risk is considered acceptable, to provide you with the lease / tenancy of the **Premises**.

To carry out this role, and during the term of your tenancy, we usually disclose your personal information to:

- The **Rental Provider**
- The **Rental Provider**'s lawyers
- The **Rental Provider**'s mortgagee
- Referees you have nominated
- Organisations / Tradespeople required to carry out maintenance to the **Premises**
- Third party organisations required to provide **OBrien Real Estate Blackburn** services
- Rental Bond Authorities
- Residential Tenancy Tribunals / Courts
- Collection Agents
- National Tenancy Database (National Tenancy Database is a division of Equifax Pty Ltd) for purposes of checking an applicant's tenancy history.
  The database operator can be contacted for information on the service or to request a copy of the data held via email at info@tenancydatabase.com.au or by submitting the request form on their website at the following address
  https://www.tenancydatabase.com.au/contact-us
- Other Real Estate Agents, **Rental Providers** and Valuers

Secondary Purpose

OBrien Real Estate Blackburn also collect your personal information to:

- Enable us, or the **Rental Provider**'s lawyers, to prepare the lease / tenancy documents for the **Premises**.
- Allow organisations / tradespeople to contact you in relation to maintenance matters relating to the **Premises**.
- Pay / release rental bonds to / from Rental Bond Authorities (where applicable).
- Refer to Tribunals, Courts and Statutory Authorities (where necessary).
- Refer to Collection Agent / Lawyers (where default / enforcement action is required).
- Provide confirmation details for organisations contacting us on your behalf i.e. Banks, Utilities (Gas, Electricity, Water, Phone), Employers, etc.

If your personal information is not provided to us and you do not consent to the uses to which we put your personal information, **OBrien Real Estate Blackburn** cannot properly assess the risk to our client, or carry out our duties as professional property managers. Consequently, we then cannot provide you with the lease / tenancy of the **Premises**. You also acknowledge that our related financial services company may contact you from time to time to explain other services that this company may be able to provide.

Our privacy policy contains information about how you may access the personal information we hold about you, including information about how to seek correction of such information. We are unlikely to disclose any of your personal information to overseas recipients.

The **OBrien Real Estate Blackburn** privacy policy contains information about how you may complain about an alleged breach of the Australian Privacy Principles, and how we will deal with such a complaint.

The **OBrien Real Estate Blackburn** privacy policy can be viewed without charge on the **OBrien Real Estate Blackburn** website; or contact your local **OBrien Real Estate Blackburn** office and we will send or email you a free copy.

Disclaimer

OBrien Real Estate Blackburn its directors partners employees and related entities responsible for preparing this **Agreement** believe that the information contained in this **Agreement** is up to date and correct. However no representation or warranty of any nature can be given intended or implied and the **Rental Provider** and the **Renter** should rely on their own enquiries as to the accuracy of any information or material incorporated in this **Agreement**. The law is subject to change without notice and terms and conditions in this **Agreement** may be amended as a result. **OBrien Real Estate Blackburn** disclaims all liability and responsibility including for negligence for

any direct or indirect loss or damage suffered by any person arising out of any use and/or reliance on this **Agreement** or any information incorporated in it.

Signatures

This agreement is made under the Act.
Before signing you must read **Part D – Rights and obligations** of this form.

Rental Provider

Rental Provider : **Megan Ferguson**



Signed at Sat, 23/11/2024 11:46 , from device: iOS 18.1.1 iPhone Mobile Safari 18.1.1

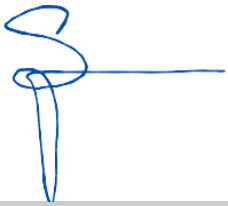
Renter(s)

Renter 1: **Douglas Severin**



Signed at Sat, 23/11/2024 07:50 , from device: iOS 18.0.1 iPhone Mobile Safari 18.0.1

Renter 2: **Siwaporn Tub-in**



Signed at Sat, 23/11/2024 10:25 , from device: iOS 18.1 iPhone Mobile Safari 18.1

AUDIT TRAIL

Douglas Severin (Renter)

Sat, 23/11/2024 07:46 - Douglas Severin clicked 'start' button to view the Residential Rental Agreement Renewal
(iOS 18.0.1 iPhone Mobile Safari 18.0.1, IP: 121.200.5.114)

Sat, 23/11/2024 07:50 - Douglas Severin stamped saved signature the Residential Rental Agreement Renewal
(iOS 18.0.1 iPhone Mobile Safari 18.0.1, IP: 121.200.5.114)

Sat, 23/11/2024 07:50 - Douglas Severin submitted the Residential Rental Agreement Renewal *(iOS 18.0.1 iPhone Mobile Safari 18.0.1, IP: 121.200.5.114)*

Siwaporn Tub-in (Renter)

Sat, 23/11/2024 09:52 - Siwaporn Tub-in clicked 'start' button to view the Residential Rental Agreement Renewal *(iOS 18.1 iPhone Mobile Safari 18.1, IP: 121.200.5.114)*

Sat, 23/11/2024 10:24 - Siwaporn Tub-in clicked 'start' button to view the Residential Rental Agreement Renewal *(iOS 18.1 iPhone Mobile Safari 18.1, IP: 121.200.5.114)*

Sat, 23/11/2024 10:25 - Siwaporn Tub-in stamped saved signature the Residential Rental Agreement Renewal *(iOS 18.1 iPhone Mobile Safari 18.1, IP: 121.200.5.114)*

Sat, 23/11/2024 10:25 - Siwaporn Tub-in submitted the Residential Rental Agreement Renewal *(iOS 18.1 iPhone Mobile Safari 18.1, IP: 121.200.5.114)*

Megan Ferguson (Rental Provider)

Sat, 23/11/2024 11:43 - Megan Ferguson clicked 'start' button to view the Residential Rental Agreement Renewal

Sat, 23/11/2024 11:46 - Megan Ferguson stamped saved signature the Residential Rental Agreement Renewal

Sat, 23/11/2024 11:46 - Megan Ferguson submitted the Residential Rental Agreement Renewal

AGREEMENT END

Due Diligence Checklist

What you need to know before buying a residential property

Consumer Affairs Victoria

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?
- Can you build new dwellings?
- Does the property adjoin crown land, have a water frontage, contain a disused government road, or are there any crown licences associated with the land?

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

Land boundaries

Do you know the exact boundary of the property?

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

Planning controls

Can you change how the property is used, or

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

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

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

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

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

Are any recent building or renovation works covered by insurance?
Ask the vendor if there is any owner-builder insurance or builder's warranty to cover defects in the work done to the property.

Utilities and essential services
Does the property have working connections for water, sewerage, electricity, gas, telephone and internet?
Unconnected services may not be available, or may incur a fee to connect. You may also need to choose from a range of suppliers for these services. This may be particularly important in rural areas where some services are not available.

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