

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

Contract of Sale of Real Estate

Part 1 of the form of contract published by the Law Institute of Victoria Limited and The Real Estate Institute of Victoria Ltd

PROPERTY ADDRESS: UNIT 3, 82 TYLER STREET, RESERVOIR VIC 3073

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

The terms of this contract are contained in the -

- particulars of sale; and
- special conditions, if any; and
- general conditions

in that order of priority.

SIGNING OF THIS CONTRACT

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

Purchasers should ensure that, prior to signing this contract, they have received -

- a copy of the section 32 statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act; and
- a copy of the full terms of this contract.

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)

SIGNED BY THE VENDOR:

..... on/...../2026

Full Name of Vendor - Company & Trust ABN & ACN

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

KEVIN MINH PHUONG NGUYEN AND CAROLINE NGUYEN

State nature of authority, if applicable:

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

IMPORTANT NOTICE TO PURCHASERS

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 or within 3 clear business days **before or after** a publicly advertised auction;
- 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 have 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.

*This contract is approved by the Law Institute of Victoria Limited, a professional association within the meaning of the *Legal Profession Act 2004*, under section 53A of the *Estate Agents Act 1980*.

Liability is limited by a scheme approved under Professional Standards Legislation

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.

Particulars of sale

Vendor's estate agent

Name:	Harcourts Rata & Co			
Address:	Unit 1, 337 Settlement Road, Thomastown VIC 3074			
Email:	sold@rataandco.com.au			
Tel:	9465 7766	Mob:	Fax:	Ref: George Ioannou

Vendor

Name:	Kevin Minh Phuong Nguyen and Caroline Nguyen
Address:	
ABN/ACN:	
Email:	

Vendor's legal practitioner or conveyancer

Name:	Ryans Law Offices				
Address:	Shop 1, 580 Nicholson Street, Fitzroy North VIC 3068 PO Box 1062, Fitzroy North VIC 3068				
Email:	katie@ryanslawoffices.com.au				
Tel:	(03) 9387 2455	Fax:	(03) 9388 1551	DX:	Ref: AS:KC:26/85

Purchaser

Name:	
Address:	
ABN/ACN:	
Email:	

Purchaser's legal practitioner or conveyancer

Name:			
Address:			
Email:			
Tel:	Fax:	DX:	Ref:

Land (general conditions 3 and 9)

The land is described in the table below –

Certificate of Title reference	being lot	on plan
Volume 12173 Folio 273	30	PS 749007J

OR

described in the copy of the Register Search Statement and the document or part document referred to as the diagram location in the Register Search Statement, as attached to the section 32 statement if no title or plan references are recorded in the table above or as described in the section 32 statement if the land is general law land.

The land includes all improvements and fixtures.

Property address

The address of the land is: Unit 3, 82 Tyler Street, Reservoir VIC 3073

Goods sold with the land (general condition 2.3(f)) (list or attach schedule)

Payment (general condition 11)

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

GST (general condition 13)

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

If this sale is a sale of land on which a 'farming business' is carried on which the parties consider meets requirements of section 38-480 of the GST Act or of a 'going concern' then add the words '**farming business**' or '**going concern**' in this box

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

Settlement (general condition 10)

is due on

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

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

Lease (general condition 1.1)

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

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If '**subject to lease**' then particulars of the lease are*:

(*only complete the one that applies. Check tenancy agreement/lease **before** completing details)

*residential tenancy agreement for a fixed term ending on

OR

*periodic residential tenancy agreement determinable by notice

OR

*lease for a term ending on _____ with _____ options to renew, each of _____ years.

Terms contract (general condition 23)

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

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Loan (general condition 14)

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

Lender:

Loan amount: \$0.00

Approval date:

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

special conditions

INFORMATION ONLY

General Conditions

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

Title

1. ENCUMBRANCES

- 1.1 The purchaser buys the property subject to:
 - (a) any encumbrance shown in the section 32 statement other than mortgages or caveats; and
 - (b) any reservations in the crown grant; and
 - (c) any lease referred to in the particulars of sale.
- 1.2 The purchaser indemnifies the vendor against all obligations under any lease that are to be performed by the landlord after settlement.
- 1.3 In this general condition 'section 32 statement' means a statement required to be given by a vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.

2. VENDOR WARRANTIES

- 2.1 The vendor warrants that these general conditions 1 to 28 are identical to the general conditions 1 to 28 in the standard form of contract of sale of real estate prescribed by the Estate Agents (Contracts) Regulations 2008 for the purposes of section 53A of the *Estate Agents Act 1980*.
- 2.2 The warranties in general conditions 2.3 and 2.4 replace the purchaser's right to make requisitions and inquiries.
- 2.3 The vendor warrants that the vendor:
 - (a) has, or by the due date for settlement will have, the right to sell the land; and
 - (b) is under no legal disability; and
 - (c) is in possession of the land, either personally or through a tenant; and
 - (d) has not previously sold or granted any option to purchase, agreed to 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.
- 2.4 The vendor further warrants that the vendor has no knowledge of any of the following:
 - (a) public rights of way over the land;
 - (b) easements over the land;
 - (c) lease or other possessory agreement affecting the land;
 - (d) notice or order affecting the land which will not be dealt with at settlement, other than the usual rate notices and any land tax notices;
 - (e) legal proceedings which would render the sale of the land void or voidable or capable of being set aside.
- 2.5 The warranties in general conditions 2.3 and 2.4 are subject to any contrary provisions in this contract and disclosures in the section 32 statement required to be given by the vendor under section 32 of the *Sale of Land Act 1962* in accordance with Division 2 of Part II of that Act.
- 2.6 If sections 137B and 137C of the *Building Act 1993* apply to this contract, the vendor warrants that:
 - (a) all domestic building work carried out in relation to the construction by or on behalf of the vendor of the home was carried out in a proper and workmanlike manner; and
 - (b) all materials used in 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*.
- 2.7 Words and phrases used in general condition 2.6 which are defined in the *Building Act 1993* have the same meaning in general condition 2.6.

3. IDENTITY OF THE LAND

- 3.1 An omission or mistake in the description of the property or any deficiency in the area, description or measurements of the land does not invalidate the sale.
- 3.2 The purchaser may not:
 - (a) make any objection or claim for compensation for any alleged mis description 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.

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4. SERVICES

- 4.1 The vendor does not represent that the services are adequate for the purchaser's proposed use of the property and the vendor advises the purchaser to make appropriate inquiries. The condition of the services may change between the day of sale and settlement and the vendor does not promise that the services will be in the same condition at settlement as they were on the day of sale.
- 4.2 The purchaser is responsible for the connection of all services to the property after settlement and the payment of any associated cost.

5. CONSENTS

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

6. TRANSFER

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

7. RELEASE OF SECURITY INTEREST

- 7.1 This general condition applies if any part of the property is subject to a security interest to which the *Personal Property Securities Act 2009* (Cth) applies.
- 7.2 For the purposes of enabling the purchaser to search the 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 7.4, the purchaser may request the vendor to provide the vendor's date of birth to the purchaser. The vendor must comply with a request made by the purchaser under this condition if the purchaser makes the request at least 21 days before the due date for settlement.
- 7.3 If the purchaser is given the details of the vendor's date of birth under condition 7.2, the purchaser must
- (a) only use the vendor's date of birth for the purposes specified in condition 7.2; and
 - (b) keep the date of birth of the vendor secure and confidential.
- 7.4 The vendor must ensure that at or before settlement, the purchaser receives—
- (a) a release from the secured party releasing the 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.
- 7.5 Subject to general condition 7.6, the vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property—
- (a) that—
 - (i) the purchaser intends to use 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.
- 7.6 The vendor is obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of personal property described in general condition 7.5 if—
- (a) the personal property is of a kind that may 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.
- 7.7 A release for the purposes of general condition 7.4(a) must be in writing.
- 7.8 A release for the purposes of general condition 7.4(a) must be effective in releasing the goods from the security interest and be in a form which allows the purchaser to take title to the goods free of that security interest.
- 7.9 If the purchaser receives a release under general condition 7.4(a) the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

- 7.10 In addition to ensuring 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.
- 7.11 The purchaser must advise the vendor of any security interest that is registered on or before the day of sale on the Personal Property Securities Register, which the purchaser reasonably requires to be released, at least 21 days before the due date for settlement.
- 7.12 The vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released if the purchaser does not provide an advice under general condition 7.11.
- 7.13 If settlement is delayed under general condition 7.12 the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 7.14 The vendor is not required to ensure that the purchaser receives a release in respect of the land. This general condition 7.14 applies despite general condition 7.1.
- 7.15 Words and phrases which are defined in the *Personal Property Securities Act 2009* (Cth) have the same meaning in general condition 7 unless the context requires otherwise.

8. BUILDER WARRANTY INSURANCE

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

9. GENERAL LAW LAND

- 9.1 This general condition only applies if any part of the land is not under the operation of the *Transfer of Land Act 1958*.
- 9.2 The vendor is taken to be the holder of an unencumbered estate in fee simple in the land if there is an unbroken chain of title starting at least 30 years before the day of sale proving on the face of the documents the ownership of the entire legal and equitable estate without the aid of other evidence.
- 9.3 The purchaser is entitled to inspect the vendor's chain of title on request at such place in Victoria as the vendor nominates.
- 9.4 The purchaser is taken to have accepted the vendor's title if:
- (a) 21 days have elapsed since the day of sale; and
 - (b) the purchaser has not reasonably objected to the title or reasonably required the vendor to remedy a defect in the title.
- 9.5 The contract will be at an end if:
- (a) the vendor gives the purchaser a notice that the vendor is unable or unwilling to satisfy the purchaser's objection or requirement and that the contract will end if the objection or requirement is not withdrawn within 14 days of the giving of the notice; and
 - (b) the objection or requirement is not withdrawn in that time.
- 9.6 If the contract ends in accordance with general condition 9.5, the deposit must be returned to the purchaser and neither party has a claim against the other in damages.
- 9.7 General condition 10.1 should be read, in respect of that part of the land which is not under the operation of the *Transfer of Land Act 1958*, as if the reference to 'registered proprietor' is a reference to 'owner'.

Money

10. SETTLEMENT

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

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- 10.2 The vendor's obligations under this general condition continue after settlement.
- 10.3 Settlement must be conducted between the hours of 10.00a.m. and 4.00p.m. unless the parties agree otherwise.

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or 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.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 At settlement, payments may be made or tendered:
- (a) in cash; or
 - (b) by cheque drawn on an authorised deposit-taking institution; or
 - (c) if the parties agree, by electronically transferring the payment in the form of cleared funds.
- 11.5 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate in relation to which an authority under section 9(3) of the *Banking Act 1959* (Cth) is in force.
- 11.6 At settlement, the purchaser must pay the fees on up to three cheques drawn on authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.

12. STAKEHOLDING

- 12.1 The deposit must be released to the vendor if:
- (a) the vendor provides particulars, to the satisfaction of the purchaser, that either-
 - (i) there are no debts secured against the property; or
 - (ii) if there are any debts, the total amount of those debts does not exceed 80% of the sale price; and
 - (b) at least 28 days have elapsed since the particulars were given to the purchaser under paragraph (a); and
 - (c) all conditions of section 27 of the *Sale of Land Act 1962* have been satisfied.
- 12.2 The stakeholder must pay the deposit and any interest to the party entitled when the deposit is released, the contract is settled, or the contract is ended.
- 12.3 The stakeholder may pay the deposit and any interest into court if it is reasonable to do so.

13. GST

- 13.1 The purchaser does not have to pay the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price unless the particulars of sale specify that the price is 'plus GST'. However the purchaser must pay to the vendor any GST payable by the vendor:
- (a) solely as a result of any action taken or intended to be taken by the purchaser after the day of sale, including a change of use; or
 - (b) if the particulars of sale specify that the supply made under this contract is of land on which a 'farming business' is carried on and the supply (or part of it) does not satisfy the requirements of section 38-480 of the GST Act; or
 - (c) if the particulars of sale specify that the supply made under this contract is of a going concern and the supply (or a part of it) does not satisfy the requirements of section 38-325 of the GST Act.
- 13.2 The purchaser must pay to the vendor any GST payable by the vendor in respect of a taxable supply made under this contract in addition to the price if the particulars of sale specify that the price is 'plus GST'.
- 13.3 If the purchaser is liable to pay GST, the purchaser is not required to make payment until provided with a tax invoice, unless the margin scheme applies.
- 13.4 If the particulars of sale specify that the supply made under this contract is of land 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.
- 13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
- (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST; and
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply.
- 13.6 If the particulars of sale specify that the supply made under this contract is a 'margin scheme' supply, the parties agree that the margin scheme applies to this contract.
- 13.7 This general condition will not merge on either settlement or registration.
- 13.8 In this general condition:
- (a) 'GST Act' means *A New Tax System (Goods and Services Tax) Act 1999* (Cth); and
 - (b) 'GST' includes penalties and interest.

14. LOAN

- 14.1 If the particulars of sale specify that this contract is subject to a loan being approved, this contract is subject to the lender approving the loan on the security of the property by the approval date or any later date allowed by the vendor.
- 14.2 The purchaser may end 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 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.
- 14.3 All money must be immediately refunded to the purchaser if the contract is ended.

15. ADJUSTMENTS

- 15.1 All periodic outgoings payable by the vendor, and any rent and other income received in respect of the property must be apportioned between the parties on the settlement date and any adjustments paid and received as appropriate.
- 15.2 The periodic outgoings and rent and other income must be apportioned on the following basis:
- (a) the vendor is liable for the periodic outgoings and entitled to the rent and other income up to and including the day of settlement; 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.

Transactional

16. TIME

- 16.1 Time is of the essence of this contract.
- 16.2 Time is extended until the next business day if the time for performing any action falls on a Saturday, Sunday or bank holiday.

17. SERVICE

- 17.1 Any document sent by—
- (a) post is taken to have been served on the next business day after posting, unless proved otherwise;
 - (b) email is taken to have been served at the time of receipt within the meaning of section 13A of the *Electronic Transactions (Victoria) Act 2000*.
- 17.2 Any demand, notice, or document required to be served by or on any party may be served by or on the legal practitioner or conveyancer for that party. It is sufficiently served if served on the party or on the legal practitioner or conveyancer:
- (a) personally; or
 - (b) by pre-paid post; or
 - (c) in any manner authorised by law or the Supreme Court for service of documents, including any manner authorised for service on or by a legal practitioner; or
 - (d) by email.
- 17.3 This general condition applies to the service of any demand, notice or document by or on any party, whether the expression 'give' or 'serve' or any other expression is used.

18. NOMINEE

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

19. LIABILITY OF SIGNATORY

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

20. GUARANTEE

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

21. NOTICES

The purchaser is responsible for any notice, order, demand or levy imposing liability on the property that is issued or made on or after the day of sale that does not relate to periodic outgoings. The purchaser may enter the property to comply with that responsibility where action is required before settlement.

22. INSPECTION

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

23. TERMS CONTRACT

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

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

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

- (a) the purchaser must maintain full damage and destruction insurance of the property and public risk insurance noting all parties having an insurable interest with an insurer approved in writing by the vendor;
- (b) the purchaser must deliver copies of the signed insurance application forms, the policies and the insurance receipts to the vendor not less than 10 days before taking possession of the property or becoming entitled to receipt of 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.

24. LOSS OR DAMAGE BEFORE SETTLEMENT

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

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

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

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

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

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

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25. BREACH

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

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

Default

26. INTEREST

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

27. DEFAULT NOTICE

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

27.2 The default notice must:

- (a) specify the particulars of the default; and
- (b) state that it is the offended party's intention to exercise the rights arising from the default unless, within 14 days of the notice being given -
 - (i) the default is remedied; and
 - (ii) the reasonable costs incurred as a result of the default and any interest payable are paid.

28. DEFAULT NOT REMEDIED

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

28.2 The contract immediately ends if:

- (a) the default notice also states that unless the default is remedied and the reasonable costs and interest are paid, the contract will be ended in accordance with this general condition; and
- (b) the default is not remedied and the reasonable costs and interest are not paid by the end of the period of the default notice.

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

- (a) the purchaser must be repaid any money paid under the contract and be paid any interest and reasonable costs payable under the contract; and
- (b) all those amounts are a charge on the land until payment; and
- (c) the purchaser may also recover any loss otherwise recoverable.

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

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

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

A SPECIAL CONDITION 1 to 12 ONLY OPERATES IF THE BOX NEXT TO IT IS CHECKED OR THE PARTIES OTHERWISE AGREE IN WRITING.

Instructions: *It is recommended that when adding further 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 this page; and*
- *attach additional pages if there is not enough space.*

Special condition 1 – Payment

General condition 11 is replaced with the following:

11. PAYMENT

- 11.1 The purchaser must pay the deposit:
- (a) to the vendor's licensed estate agent; or
 - (b) if there is no estate agent, to the vendor's legal practitioner or 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.
- 11.2 If the land sold is a lot on an unregistered plan of subdivision, the deposit:
- (a) must not exceed 10% of the price; and
 - (b) must be paid to the vendor's estate agent, legal practitioner or conveyancer and held by the estate agent, legal practitioner or conveyancer on trust for the purchaser until the registration of the plan of subdivision.
- 11.3 The purchaser must pay all money other than the deposit:
- (a) to the vendor, or the vendor's legal practitioner or conveyancer; or
 - (b) in accordance with a written direction of the vendor or the vendor's legal practitioner or conveyancer.
- 11.4 Payments may be made or tendered:
- (a) up to \$1,000 in cash; 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.
- 11.5 At settlement, the purchaser must pay the fees on up to three cheques drawn on an authorised deposit-taking institution. If the vendor requests that any additional cheques be drawn on an authorised deposit-taking institution, the vendor must reimburse the purchaser for the fees incurred.
- 11.6 Payment by electronic funds transfer is made when cleared funds are received in the recipient's bank account.
- 11.7 Before the funds are electronically transferred the intended recipient must be notified in writing and given sufficient particulars to readily identify the relevant transaction.
- 11.8 As soon as the funds have been electronically transferred the intended recipient must be provided with the relevant transaction number or reference details.
- 11.9 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.
- 11.10 For the purpose of this general condition 'authorised deposit-taking institution' means a body corporate for which an authority under section 9(3) of the *Banking Act 1959 (Cth)* is in force.

Special condition 2 – Acceptance of title

General condition 12.4 is added:

- 12.4 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.

Special condition 3 – Tax invoice

General condition 13.3 is replaced with the following:

- 13.3 If the vendor makes a taxable supply under this contract (that is not a margin scheme supply) and:
- (a) the price includes GST; or
 - (b) the purchaser is obliged to pay an amount for GST in addition to the price (because the price is "plus GST" or under general condition 13.1(a), (b) or (c)),
- the purchaser is not obliged to pay the GST included in the price, or the additional amount payable for GST, until a tax invoice has been provided.

Special condition 4 – Adjustments

General condition 15.3 is added:

- 15.3 The purchaser must provide copies of all certificates and other information used to calculate the adjustments under general condition 15, if requested by the vendor.

Special condition 5 - Foreign resident capital gains withholding

General condition 15A is added:

15A. FOREIGN RESIDENT CAPITAL GAINS WITHHOLDING

- 15A.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.
- 15A.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.
- 15A.3 This general condition only applies 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.
- 15A.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.
- 15A.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.
- 15A.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.
- 15A.7 The representative is taken to have complied with the requirements of general condition 15A.6 if:
- (a) the settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15A.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.
- 15A.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.
- 15A.10 The purchaser is responsible for any penalties or interest payable to the Commissioner on account of late payment of the amount.

Special condition 5A – GST withholding

[Note: the box should be checked if the property sold is or may be new residential premises or potential residential land, whether or not falling within the parameters of section 14-250 of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*]

General condition 15B is added:

15B. GST WITHHOLDING

- 15B.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.

- 15B.2 This general condition 15B applies if the purchaser is 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 15B is to be taken as relieving the vendor from compliance with section 14-255.
- 15B.3 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.
- 15B.4 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.
- 15B.5 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.
- 15B.6 The representative is taken to have complied with requirements of general condition 15B.5 if:
- (a) settlement is conducted through the electronic conveyancing system operated by Property Exchange Australia Ltd or any other electronic conveyancing system agreed by the parties; and
 - (b) the amount is included in the settlement statement requiring payment to the Commissioner in respect of this transaction.
- 15B.7 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 settlement system described in general condition 15B.6.
- However, if the purchaser gives the bank cheque in accordance with this general condition 15B.7, 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.
- 15B.8 The vendor must provide the purchaser with a GST withholding notice in accordance with section 14-255 of Schedule 1 to the *Taxation Administration Act 1953 (Cth)* at least 14 days before the due date for settlement.
- 15B.9 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.
- 15B.10 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.
- 15B.11 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 the vendor's failure, including breach of a warranty in general condition 15B.10; or
 - (b) the purchaser's 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.

15B.12 This general condition will not merge on settlement.

Special condition 6 – Service

General condition 17 is replaced with the following:

17. SERVICE

- 17.1 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.
- 17.2 A document being a cooling off notice under section 31 of the *Sale of Land Act 1962* or a notice under general condition 14.2 (ending the contract if the loan is not approved) 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.
- 17.3 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.
- 17.4 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*.
- 17.5 The expression 'document' includes 'demand' and 'notice', and 'service' includes 'give' in this contract.

Special condition 7 – Notices

General condition 21 is replaced with the following:

21. NOTICES

- 21.1 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.
- 21.2 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.
- 21.3 The purchaser may enter the property to comply with that responsibility where action is required before settlement.

Special condition 8 – Electronic conveyancing

- 8.1 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*. The parties may subsequently agree in writing that this special condition 8 applies even if the box next to it is not checked. This special condition 8 has priority over any other provision to the extent of any inconsistency.
- 8.2 A party must immediately give written notice if that party reasonably believes that settlement and lodgment can no longer be conducted electronically. Special condition 8 ceases to apply from when such a notice is given.
- 8.3 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*.
- 8.4 The vendor must open the Electronic Workspace ("workspace") as soon as reasonably practicable. The inclusion of a specific date for settlement in a workspace is not of itself a promise to settle on that date. The workspace is an electronic address for the service of notices and for written communications for the purposes of any electronic transactions legislation.
- 8.5 The vendor must nominate a time of the day for locking of the workspace at least 7 days before the due date for settlement.
- 8.6 Settlement occurs when the workspace records that:
- (a) the exchange of funds or value between financial institutions in accordance with the instructions of the parties has occurred; or
 - (b) if there is no exchange of funds or value, the documents necessary to enable the purchaser to become registered proprietor of the land have been accepted for electronic lodgement.

Liability is limited by a scheme approved under Professional Standards Legislation

- 8.7 The parties must do everything reasonably necessary to effect settlement:
- (a) electronically on the next business day, or
 - (b) at the option of either party, otherwise than electronically as soon as possible –
- if, after the locking of the workspace at the nominated settlement time, settlement in accordance with special condition 8.6 has not occurred by 4.00 pm, or 6.00 pm if the nominated time for settlement is after 4.00 pm.
- 8.8 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.
- 8.9 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 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 Network Operator of settlement.
- 8.10 The vendor must, at least 7 days before the due date for settlement, provide the original of any document required to be prepared by the vendor in accordance with general condition 6.

Special condition 9 – Deposit bond

- 9.1 In this special condition:
- (a) “deposit bond” means an irrevocable undertaking by an issuer in a form satisfactory to the vendor to pay on demand an amount equal to the deposit or any unpaid part of the deposit. The deposit bond must have an expiry date at least 30 days after the agreed date for settlement.
 - (b) “issuer” means an entity regulated by the Australian Prudential Regulatory Authority or the Reserve Bank of New Zealand;
- 9.2 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.
- 9.3 The purchaser may at least 30 days before a current deposit bond expires deliver a replacement deposit bond on the same terms and conditions.
- 9.4 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 30 days before the deposit bond expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 9.5 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 special condition 9.4 to the extent of the payment.
- 9.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract, except as provided in special condition 9.5.
- 9.7 This special condition is subject to general condition 11.2.

Special condition 10 – Bank guarantee

- 10.1 In this special 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)*.
- 10.2 The purchaser may deliver a bank guarantee to the vendor’s legal practitioner or conveyancer.
- 10.3 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 30 days before the bank guarantee expires;
 - (c) the date on which this contract ends in accordance with general condition 28.2 following breach by the purchaser; and
 - (d) the date on which the vendor ends this contract by accepting repudiation of it by the purchaser.
- 10.4 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 special condition 10.3.

- 10.5 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 special condition 10.3 to the extent of the payment.
- 10.6 Nothing in this special condition limits the rights of the vendor if the purchaser defaults under this contract or repudiates this contract except as provided in special condition 10.5.
- 10.7 This special condition is subject to general condition 11.2.

Special condition 11 – Building report

- 11.1 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 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.
- 11.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 11.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 11.4 The registered building practitioner may inspect the property at any reasonable time for the purpose of preparing the report.

Special condition 12 – Pest report

- 12.1 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;
 - (b) gives the vendor a copy of the report and a written notice ending this contract; and
 - (c) is not then in default.
- 12.2 All money paid must be immediately refunded to the purchaser if the contract ends in accordance with this special condition.
- 12.3 A notice under this special condition may be served on the vendor's legal practitioner, conveyancer or estate agent even if the estate agent's authority has formally expired at the time of service.
- 12.4 The pest control operator may inspect the property at any reasonable time for the purpose of preparing the report.

Special Conditions

13. GST

- a. Notwithstanding the wording of the Particulars of Sale and the words of General Condition 13.1, unless the words "inclusive of GST" appear in the box referring to GST contained in the Particulars of Sale:
- i. **Consideration does not include GST**
Consideration payable by a party except where express provision is made to the contrary, the consideration payable by a party for a taxable supply made by the other party under this Contract of Sale represents the value of the taxable supply for which payment is to be made and is exclusive of any GST
 - ii. **Liability to pay any GST**
If a party makes a taxable supply under this contract of sale for a consideration which represents its value, then the party liable to pay for the taxable supply must also pay the amount of any GST payable in respect of the taxable supply at the time the supply is made.
 - iii. **Reimbursement of GST**
If this Contract of Sale requires a party to pay for, reimburse or contribute to any expense or liability ("reimbursable expense") incurred by the other party ("payee"), the amount to be paid reimbursed or contributed to the payee is the sum of:
 - a. the amount of the reimbursable expense less input tax credits (if any) to which the payee is entitled in respect of the reimbursable expense ("net amount"); plus
 - b. if the payment, reimbursement or contribution is a taxable supply, any GST payable in respect of that taxable supply.
- b. In the event that GST becomes payable as a result of a change of use by the purchaser or an intended change of use by the purchaser then the Purchaser must pay GST in relation to the Taxable Supply made under the Contract plus any penalties or interest payable to the taxing authority plus any GST applicable to such payment.

14. Going Concern

In the event that the Contract provides that the supply made hereunder is a Sale of a Going Concern then:

- 14.1 in the event that all of the requirements for the sale to qualify under the GST Act as a Sale of a Going Concern have not been complied with as at the date of settlement the purchaser must on the date of settlement pay to the Vendor in addition to the price stated in the Particulars of Sale GST in relation to the Taxable Supply made under the Contract
- 14.2 in the event that the Contract is deemed by any relevant Tax Authority not to provide for the Supply of a Going Concern then the Purchaser must on request pay to the Vendor the GST applicable to the Taxable Supply made under the Contract plus any penalties or interest payable to the taxing authority plus any GST applicable to such payment.
- 14.3. General condition 13.5 is replaced by the following:
"13.5 If the particulars of sale specify that the supply made under this contract is a 'going concern':
 - (a) the parties agree that this contract is for the supply of a going concern; and
 - (b) the purchaser warrants that the purchaser is, or prior to settlement will be, registered for GST;
 - (c) the vendor warrants that the vendor will carry on the going concern until the date of supply and
 - (d) Purchaser must provide to the Vendor written proof of registration for GST not less than 24 hours prior to the settlement date."

15. Planning

The purchaser buys subject to restriction imposed by the provision of any state, regional or local planning scheme or any other planning instrument, permit, statute or subordinate legislation

16. Nomination

General Condition 18 of the Contract is hereby deleted and replaced by the following:

- 16.1 Purchaser shall have the right at any time not later than 14 days prior to the date fixed herein for settlement to nominate a person (being a Corporation or otherwise) in his place as purchaser. Until such time as the right is exercised the Purchaser shall remain liable to perform and observe the conditions herein to be performed and observed by him. Such nomination shall be effected by:
- 16.1.1 The purchaser advising the Vendor's solicitor in writing:
 - a that the Purchaser wishes to nominate a purchaser in his place to purchase the Lot ("Nominated Purchaser"); and
 - b the name and address of the Nominated Purchaser and;
 - 16.1.2 The purchaser enclosing with that written advice a cheque for \$300.00 (plus GST) being the Vendor's solicitor's costs of and incidental to the preparation of a Contract of Sale of Land in accordance with the said advice and all other matters referred to in this Special Condition 6;
 - 16.1.3 The Vendor's solicitor preparing and delivering to the Purchaser or his solicitor an identical copy of this Contract of Sale (save for this Special Condition and the name of the Purchaser) (with dates of payment of monies adjusted if necessary to coincide with this Contract of Sale ("The New Contract") and the date upon which the nominated purchaser under the New Contract shall become responsible for any notices or orders relating to the Lot hereby sold being the date of this Contract of Sale).
 - 16.1.4 The Purchaser delivering to the Vendor's solicitor the New Contract duly executed by the Nominated Purchaser and an authority from the Purchaser addressed to the Vendor authorising the Vendor to apply the deposit paid herein as deposit payable under the New Contract.
 - 16.1.5 The execution of a guarantee and Indemnity (in a form of the Guarantee and Indemnity annexed hereto) by the Purchaser of all the obligations of the Nominated Purchaser under the New Contract;
 - 16.1.6 The execution of a Sale of Real Estate Nomination Form by each of (i) the Purchaser and (ii) the Nominated Purchaser or if there be more than one, one of the nominated purchasers or if the Nominated Purchaser be a Company a Director or Secretary of the Company and Statutory Declaration by the Purchaser to the effect that no consideration has passed or will pass between the Purchaser and the Nominated Purchaser in respect of the nomination.
- 16.2 Upon delivery by the Purchaser to the Vendor's solicitor of the items set out in Special Conditions 16.1.2, 16.1.3, 16.1.4, 16.1.5, and 16.1.6 the Vendor will execute an identical part of the New Contract and upon delivery of such part by the Vendor to the Nominated Purchaser this Contract of Sale will be deemed cancelled provided that the requisitions (if any) delivered by the Purchaser to the Vendor and the answers thereto both made in pursuance of the terms of this Contract of Sale shall be deemed to be requisitions and answers thereto respectively under the New Contract.
- 16.3 The Purchaser hereby indemnifies the Vendor for the full amount of any stamp duty assessed on any documents in connection with the New Contract and the nomination of any Nominated Purchaser in the manner set out herein and which is or may be payable by the Vendor.
- 16.4 Notwithstanding the nomination rights contained herein the vendor makes no representation that nomination will not result in additional Stamp Duty becoming payable by the purchaser.

17. Guarantee

General Condition 20 this Contract is replaced by the following condition:

“If the Purchaser is a company each of the Directors of the purchaser company must execute a Guarantee of the purchasers obligations in the form of the Guarantee annexed hereto immediately after execution of the contract by the Purchaser.” and if the said duly executed Guarantee and Indemnity is not so delivered to the Vendor or the said solicitor for the Vendor the Purchaser will thereupon be deemed to be in default under this Contract.

18. Transfer

General Condition 6 of this Contract is amended by the addition of the following sentence:

“The Vendor shall not be obliged to complete this contract until the expiration of ten days from the date of delivery by the Purchaser of the instrument of Transfer” immediately after the first sentence of General Condition 6

19. Whole Understanding

The Purchaser hereby acknowledges that this Contract contains the entire understanding and the whole agreement between the parties relative to the sale of the Property and the parties expressly agree and declare that:

- 19.1 no other conditions, obligations, stipulation, terms, agreements or provisions whether in respect of the Property or otherwise shall be deemed to be implied herein or to arise between the parties by way of collateral or other agreement and all previous negotiations, representations, warranties, agreements and statements (if any) whether express or implied (including any collateral agreement or warranty) with reference to the subject matter hereof or the intentions of either of the parties hereto are merged herein and otherwise are expressly excluded and cancelled;
- 19.2 no consultant, professional adviser, servant or agent of the Vendor has any authority to make any representation, warranty, arrangement, condition or statement binding on the Vendor which is not embodied in the within Contract.
- 19.3 notwithstanding the generality of the foregoing, the Vendor shall not be construed as having made any representation or warranty that the Property is suitable for any purpose which the Purchaser may have indicated as its intention to pursue or that any permit of any nature whatsoever has been obtained or is available for acquisition (other than as specifically stated herein) and that in entering this Contract the Purchaser has made its own inquiry and relies entirely on his own judgment.

20. Default Interest

The figure “2%” referred to in General Condition 26 is replaced by a reference to the figure “6%”.

21. Default

- a. The following subclause shall be added at the end of General Condition 28.4;

“(f) the purchaser shall pay upon demand

- i. all reasonable expenses incurred by the Vendor as a result of the breach; and
- ii. compensation to the Vendor for any reasonably foreseeable loss incurred by the Vendor resulting from such default and the term reasonable loss herein shall if appropriate include but be not limited to any interest costs, damages or loss incurred or otherwise sustained by the Vendor or any payment required to be made by the Vendor as a result of the breach including but not limited to amounts
 - (a). payable to the Vendor’s own Mortgagee as a result of the breach
 - (b). payable to the Seller of any property being purchased by the Vendor or to any other person from the proceeds, part or otherwise, of this sale or
 - (c). payable by the Vendor for accommodation expenses necessarily incurred by the Vendor;
 - (d). any additional Conveyancing costs or expenses payable by the vendor
 - (e). a fee for rescheduling settlement whether on the date settlement is due or before or after that date at \$150.00 plus GST per re-schedule

without prejudice without prejudice to any rights the Vendor may have apart from this subclause.

- b. Should settlement not take place on the due date due to the fault of the purchaser "The period of default" for the purpose of general condition 26 shall not end until the Vendors Mortgagee is available to complete the transaction.
- c. GC28.4(a) is deleted and replaced with the following condition: "an amount being the higher of the deposit paid or 10% of the price is forfeited to the vendor as the vendor's absolute property, whether or not the deposit has been paid and regardless of the amount of deposit
- d. GC28 is amended by including a new paragraph 28.6 as follows: "Unless the price includes GST, the reference to 'the price' in this GC28 refers to the price plus any GST payable on the price."

22. Settlement

General Condition 10.3 of the Contract is amended by the addition of the words "at the office of the Vendors solicitors or as such other place as the Vendor or its solicitors may direct" immediately before the word "unless" and by the replacement of the words "between the hours of 10.00 a.m and 4.00 p.m" by the words "at a time nominated by the Vendor or the Vendor's solicitors between the hours of 10.00 a.m. and 3.00 p.m."

23. Retention:

In the event the Purchaser fails to tender the whole of the residue of the Purchase Price payable on the Settlement Date or purports to make any retention (other than pursuant to General Condition 24) or withholding of the balance of the Purchase Price payable at the Settlement Date by reason of any defect, fault or deficiency or for any reason whatsoever the Purchaser shall be in substantial breach of this Contract and without prejudice to the rights of the Vendor contained in the Contract the Vendor may terminate this Contract and forfeit the deposit monies. General conditions 24.4, 24.5 and 24.6 shall not apply to this Contract.

24. Deposit Monies

- 24.1 Until any unregistered Plan of Subdivision is registered, General Condition 11.2 applies to the holding of the Deposit Moneys.
- 24.2 After the Plan of Subdivision is registered, the Deposit Moneys must be held by the Vendors Solicitors and/or the Vendor's Estate Agents (as the case may be) as a stakeholder in accordance with the provisions of the Victorian Sale of Land Act.
- 24.3 Notwithstanding General Condition 12.2 the Deposit Moneys may be paid to the Vendor's Solicitors in the event that the Vendor is entitled to it .
- 24.4 Subject to the preceding sub paragraphs the purchaser hereby authorises the Vendor's Solicitors (but without imposing an obligation upon that firm to do so) to deposit the Deposit Moneys in a separate interest bearing account with an authorized deposit- taking institution within the meaning of the Banking Act 1959 of the Commonwealth of Australia.
- 24.5 Any Interest paid to the Account is deemed to be earned for and to be payable to the party to whom the Deposit Moneys are payable, and the parties agree and direct that:
 - 24.5.1 The Vendor's solicitors may deduct from the gross interest credited to the Account any government taxes or bank charges, duties or fees with respect to the account or upon any credits or debits to that account.
 - 24.5.2 Where the Stakeholding continues beyond 30th June in any year:
 - (i) The Vendor is entitled to the Interest earned during the period ending on that 30 June; and
 - (ii) Where the Purchaser subsequently becomes entitled to the Interest upon release of the stakeholding the Vendor must allow to the purchaser an amount equal to the Interest earned less the Vendor's estimate of its tax liability in respect of that Interest. The Vendor directs the Vendor's Solicitors to pay and apply the moneys held by them towards that payment.

- 24.5.3 The party entitled to the Deposit Moneys on their release, or on the completion, rescission or termination of the Contract, bears the risk of loss of the Deposit Moneys and the Interest. If the Vendor's Solicitors have complied with the immediately preceding sub paragraphs of this Special Condition, they are not responsible in any way for any loss occasioned by that investment of the deposit moneys.
- 24.5.4. Each party must advise the Vendor's Solicitors, when requested, its tax file number. The Vendor's Solicitors are authorised to advise the bank where the Deposit Moneys are deposited, of that number
- 24.5.5 If a tax file number has not been advised:
- (i) by the party to whom the interest is to be paid, the amount required to be withheld pursuant to the Income Tax Assessment Act 1936 may be so withheld by the Vendor's Solicitors and paid to the Federal Commissioner of Taxation in accordance with the provisions of the Act; and
 - (ii) by a party where the interest is payable to the other party and withholding tax is deducted from the account as a result, that party must pay to the other the amount of tax so withheld.

25. Foreign Acquisitions and Takeovers Act 1975

The Purchaser warrants to the Vendor that it has obtained any approval required under the Foreign Acquisitions and Takeovers Act 1975 as amended or any real estate acquisition policy or guideline of the Commonwealth Government and/or any required approval of the Reserve Bank of Australia under the Banking (Foreign Exchange) Regulations to enter into this Contract or that it has obtained a statement of non-objection pursuant to the Foreign Acquisitions and Takeovers Act 1975. The Purchaser indemnifies and shall keep the Vendor indemnified against any loss suffered by the Vendor as a result of this warranty being untrue

26 Condition of Property and Compliance with Notices

- 26.1 The purchaser acknowledges that it has purchased the property and improvements; -
- 26.1.1 relying solely on its own inspection and enquires
 - 26.1.2 subject to any existing faults and defects, (whether patent or latent), any infestations and dilapidation and all contamination (if any) in, on, under or emanating from the property, or any part of the property, the ground water and improvements
 - 26.1.3 Subject to all orders, notices, restrictions or other requirements (if any) relating to the property and improvements existing on, or made or issued after, the day of sale under the provisions of any act, law, regulation, by-law or agreement which is or may be required by any statutory authority; and
 - 26.1.4 without any warranties or representation having been made or given by or on behalf of the vendor that the property, or any part of the property, and improvements are free from fault, defect, infestation, dilapidation, contamination, asbestos or other hazardous material or thing or are complete or are fit for any particular use or comply with the conditions of any planning or building permit or agreement issued for the property or that the building and with the Victoria Building Regulation and all other building and planning laws and regulation or any repeated laws and regulations under which the improvements were constructed or that he improvements do not encroach over or upon any easement or title boundary.
- 26.2 The purchaser further acknowledges, agrees and declares: that as from the settlement date the purchaser indemnifies and will keep indemnified the vendor and the vendor's officers, employees consultants, agents, contractors and successors from and against all loss, damage, liability, claims, suits, demands, financial penalties and actions of every description whatsoever and whenever occurring resulting or arising from the presence of any contaminant in, or under or emanating from the property, or any part of the property, and the groundwater and from and against all claims for costs and expenses in respect of such loss, damage, liability, claims, suits demands and actions.

- 26.3 The purchaser shall not be entitled to make any requisition or objection or claim compensation or contribution from the vendor or refuse or delay payment of the price in respect to any matter, document or thing directly or indirectly referred in this special condition.
- 26.4 The purchaser shall be responsible for complying with all notices relating to the property (other than those referring apportionable outgoings) or orders existing on, or made or issued after, the day of sale. The purchaser may enter on the property at any time prior to the settlement date with the prior approval (not to be unreasonably withheld) of the vendor and subject to the occupancy or tenancy or other rights of the tenants and third parties, for the purpose of complying with any such notice or order which requires to be complied with before the settlement date. The purchaser indemnifies that vendor and will keep the vendor indemnified in the event of any breach by the purchaser of its obligations under this special condition.
- 26.5 The following words are hereby added at the end of General condition 24.2:
“the Vendor shall have the right but not the obligation to remove from the property any items which are not fixtures and which are situated on the property at the time of execution of the Contract”.

27. Non Merger

Any provision of this Contract which is capable of taking effect after completion of this Contract shall not merge on completion but rather shall continue in full force and effect.

28 Adjustments:

- 28.1.1 In the event that the property sold hereunder is not separately assessed in respect of any rates taxes assessments Owners Corporation Insurance premium, Land Tax, Owners Corporation fees or other outgoings (“the outgoings”) but such outgoings or some of them (“the relevant outgoings”) are assessed in respect of land including the property (whether or not that land is the whole of the land in a Plan of Subdivision) then:
- (i) If the relevant outgoings are assessed in respect of the whole of the land in a Plan of Subdivision including the property and there is a lot liability shown on the Plan of Subdivision they shall be adjusted between the vendor and the purchaser in the same proportion that the lot liability of the property shown on the Plan of Subdivision bears to the total lot liability of all the lots shown on the Plan of Subdivision and:
 - (ii) In the event that there is no lot liability shown on the Plan of Subdivision, then the relevant outgoings shall be apportioned between the vendor and the purchaser in the same proportion that the area of the land hereby sold bears to the total area of the land in respect of which such outgoings are assessed and General Condition 15.2 (b) shall be deemed amended to provide that in respect of land tax, it shall be adjusted on the basis that the land comprised in the Plan of Subdivision is the only land of which the vendor is the owner (as defined in the Land Tax Act 2005) or
 - (iii) in the event that the relevant outgoings are assessed in respect of property other than the whole of the land comprised in the Plan of Subdivision then such outgoings shall be apportioned between the vendor and the purchaser in the same proportion that the area of the land hereby sold bears to the total area of the land in respect of which such outgoings are assessed and General Condition 15.2 (b) shall be deemed amended to provide that in respect of land tax land, it shall be adjusted on the basis that the property and the other land in respect of which such outgoings are assessed are the only land of which the vendor is the owner (as defined in the Land Tax Act 2005).
- 28.2 All periodic outgoings payable by the Vendor shall be adjusted as paid whether or not they have been paid by the Vendor prior to settlement. The Vendor undertakes to pay all such outgoings by the due date for such payments but shall not be required to make payment of any such outgoings until such due date.

29. Pools & Spas

If the property contains a swimming pool or spa, the purchaser acknowledges and agrees that the fencing of the property with respect to the swimming pool may not comply with Section 5.13 of the *Building Regulations 1994* and no warranty is given or representation made as to the compliance of the existing fencing and no requisition or objection may be made or compensation claimed for any alleged breach of the Regulations. It is the responsibility of the purchaser at their expense to effect compliance with the said Regulations.

30. Stamp Duty – Purchasers buying unequal interests:

- a. If there is more than one purchaser, it is the purchasers' responsibility to ensure the Contract correctly records at the date of sale the proportions in which they are buying the property (the proportions).
- b. If the proportions recorded in the Transfer differ from those recorded in the Contract, it is the purchasers' responsibility to pay any additional duty which may be assessed as a result of the variation.
- c. The purchasers fully indemnify the vendor's agent and the vendor's legal practitioner against any claims or demands which may be made against any or all of them in relation to any additional duty payable as a result of the proportions in the Transfer differing from those in the Contract.
- d. The Special condition will not merge on completion.

31. Bank Cheques

The Purchaser will produce at settlement at its own cost whatever bank cheques are requested by the Vendor and general condition 11.5 shall not apply to this Contract.

32. Non-resident CGT withholding

- a. Subject to Special Condition 32 (b), the Purchaser must provide to the Vendor written notice of its intention to withhold from a payment due under this contract or remit an amount to the Commissioner of Taxation under subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* at least 14 days prior to the day on which the Purchaser pays any amount to the Commissioner of Taxation under subdivision 14-D of Schedule 1 of the *Taxation Administration Act 1953 (Cth)*
- b. The requirement in Special Condition 32 (a) does not apply to the Purchaser if the Vendor provides the Purchaser a valid certificate issued under sub-selection 12-220(1) of Schedule 1 of the *Taxation Administration Act 1953 (Cth)* covering the time the transaction is entered into.

33. Acknowledgement

The Purchaser acknowledges that prior to paying the deposit or signing this contract or any agreement or document in respect of the sale hereby effected which is legally binding upon or intended legally to bind the Purchaser, the Purchaser received from the Vendor's agent a copy of this Contract of Sale in compliance with Section 53 of the said Estate Agents Act

34. Property

Property in the Lot and any improvements or chattels shall not pass to the Purchaser until payment in full of the Purchase Price is made to the Vendor.

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37. IMPROVEMENTS

37.1 The Vendor makes no warranties that the improvements erected on the land or property or any alterations or additions thereto comply with the *Building Act 1993* (the “**Building Act**”) or any associated regulations or repealed laws under which the building or buildings were constructed or the requirements of any municipality thereunder. The Purchaser shall not make any requisition or objection or claim any compensation in respect of any non-compliance with the Building Act and shall not call upon the Vendor to bear all or any part of the cost of complying with same.

37.2 Save as is otherwise expressly provided in this Contract, the Purchaser acknowledges that they are purchasing the property and the building or buildings erected thereupon in their present condition and state of repair and that the Vendor is under no liability or obligation to the Purchaser to carry out any repairs, renovations, alterations or improvements to the property or the building or buildings thereupon.

38. For the purpose of General Condition [23] land tax and windfall gains tax will not be adjusted at settlement, pursuant to Section 10G and 10H of the Sale of Land Act 1962 (vic)

INFORMATION ONLY

GUARANTEE

THIS DEED between the persons named in the Schedule ("the Guarantor) which expression shall also include the personal representatives executors and other heirs and administrators and other heirs and successors of such persons) of the one part AND the Vendor named in the said Schedule of the other part

WITNESSETH as follows:

1. IN CONSIDERATION of the Vendor having at the request of the Guarantors and each of them entered into the Contract of Sale of even date herewith with the Purchaser named in the Schedule as Purchaser of the Land described in the Schedule the Guarantors and each of them DO HEREBY JOINTLY AND SEVERALLY GUARANTEE to the Vendor the due and punctual payment by the Purchaser to the Vendor of the purchase money interest thereon and other moneys payable by the Purchaser to the Vendor under or pursuant to the Contract (such purchase money interest and other moneys being hereinafter called "the Money Hereby Secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations terms and conditions contained or implied in the Contract and on the part of the Purchaser to be performed and observed including all indemnities and DO HEREBY ACKNOWLEDGE that this Guarantee is given upon and with the benefit of the following conditions:
 - (a) The Vendor shall have the fullest possible liberty without affecting this Guarantee to postpone for any time and from time to time the exercise of all or any of the powers, rights, authorities and discretion conferred by or arising by the virtue of the Contract and to exercise the same at any time and in any manner and either to enforce or forbear to enforce the covenants for payment of the Money Hereby Secured under the Contract or any other covenants contained or implied therein or any other remedies or securities available to the Vendor. The Guarantors shall not be released by any exercise by the Vendor of the powers, rights, authorities and discretions aforesaid or any of them or by any time being given to the Purchaser or by any other thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so releasing the Guarantors.
 - (b) This Guarantee shall be a continuing guarantee and shall not be considered as wholly or partially discharged by the payment at any time hereafter of any part of the Moneys Hereby Secured or by any settlement of account intervening payment or by any matter or thing whatsoever and shall remain in full force and effect throughout and until the whole of the purchase moneys have been received by the vendor.
 - (c) This Guarantee shall not be affected or prejudiced by any variation extension or modification of the Contract.
 - (d) This Guarantee shall not affect or be affected by any or any further security now or hereafter held or taken by the Vendor or by any loss by the vendor of any such security or by the Vendor failing or neglecting to recover by the realization of any collateral or other security or otherwise any of the moneys at any time owing by the Purchaser to the Vendor or by any [aches or mistakes on the part of the Vendor.
 - (e) Except to the extent that such interpretation is excluded by or is repugnant to the context words importing the singular number or plural number include the other respectively and words importing any gender include all other genders.
 - (f) Until the Vendor shall have received all Moneys Hereby Secured the Guarantors shall not be entitled on any grounds whatsoever to claim the benefit of any security for the time being held by the Vendor or either directly or indirectly to claim or receive the benefit of any payment out of any liquidation of the Purchase and in the event the Purchaser enters into liquidation or into scheme of arrangement the Guarantors shall not be entitled to prove or claim in such liquidation or scheme in competition with the Vendor as to diminish any dividend or payment which but for such proof the Vendor would be entitled to receive out of such liquidation or scheme and the receipt of any dividend or other payment which the Vendor may receive from such winding up shall not prejudice the right of the Vendor to recover from the Guarantors the full amount of the Moneys Hereby Secured.
 - (g) This Guarantee shall ensure for the benefit of the Vendor and its successors assigns and transferees.
 - (h) if any payment made to the Vendor by or on behalf of the Purchaser shall subsequently be avoided or set aside by reason of any statutory provision or otherwise, such payment shall not be deemed to have prejudiced or otherwise affected this Guarantee or the Vendor's right to recover such payment from the Guarantors to the intent that the Vendor shall with respect to its rights, to recover pursuant to this Guarantee the Moneys Hereby Secured be restored to the same position in which it would have been had such payment not been made.
 - (i) The Vendor shall have the fullest liberty without affecting this Guarantee to exercise its powers, rights, authorities and discretion to pursue recovery of the Moneys Hereby secured or any part thereof against one or more of the Guarantors and to compromise the liability of any Guarantor and to release any Guarantor without thereby releasing the other Guarantors, and the Vendor may pursue recovery of the Moneys Hereby Secured against each of any of the Guarantors successively whether recovering any Moneys Hereby Secured or not until such time as the whole of the moneys has been paid to and received by the Vendor.

2. FOR the consideration aforesaid and as a separate and severable covenant the Guarantor HEREBY JOINTLY AND SEVERALLY AGREE to indemnify the Vendor not only by reason of non-payment by the Purchaser of the Moneys Hereby Secured but also in respect of all costs charges and expenses whatsoever which Me Vendor may incur by reason of any default on the Part of the Purchaser in relation to the Contract or by reason of any disclaimer of the Contract by any liquidator of the Purchaser upon winding-up of the Purchaser and also due to any failure of the Purchaser to fully indemnify the Vendor Pursuant to any terms and conditions in this Contract.
3. ANY demand or notice hereunder to be made upon or given to the Guarantors by or on behalf of the Vendor shall be deemed to be duly made or given if the same be in writing and signed by the Vendor or its Solicitors and the same be left at or sent through the post in a prepaid letter addressed to the Guarantor or Guarantors concerned at his or their address or addresses herein specified or other his or their address of addresses last known to the Vendor. Any demand so sent by post shall be deemed to have been duly served at the expiration of twenty four (24) hours from the time of its posting.
4. THE expression "the Purchaser" referred to herein shall mean and include each and every one of the Purchasers described in the Schedule notwithstanding that they may have entered into the Contract to purchase the said land as tenants in common in the respective shares described therein.

Schedule

1. The Guarantors
2. The Vendor KEVIN MINH PHUONG NGUYEN AND
CAROLINE NGUYEN
3. The Purchaser
4. The Contract of Sale of even date between the Vendor and the Purchaser relating to UNIT 3, 82 TYLER STREET
RESERVOIR VIC 3073
5. The Land LOT 30 ON PLAN OF SUBDIVISION 749007J
BEING PART OF THE LAND COMPRISED IN
CERTIFICATE OF TITLE VOLUME 12173 FOLIO
273

SIGNED by the said)
in Victoria in the presence of:)
)
.....)
Witness)

Print Name:

Address

SIGNED by the said)
in Victoria in the presence of:)
)
.....)
Witness)

Print Name:

Address

SALE OF LAND REGULATIONS 2005

SCHEDULE 1

GENERAL RULES FOR THE CONDUCT OF PUBLIC AUCTION

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

SCHEDULE 5
SALE OF LAND REGULATIONS

Regulation 6

INFORMATION CONCERNING THE CONDUCT OF PUBLIC AUCTIONS OF LAND

Meaning of Vendor

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

Bidding by Co-owners

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

Vendor bids

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

The auctioneer can only make a vendor bid if—

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

What rules and conditions apply to the auction?

Different rules apply to an auction depending upon whether there are any co-owners intending to bid to purchase the property from their co-owners, and whether vendor bids can be made. The auctioneer must display the rules that apply at the auction.

It is possible that a vendor may choose to have additional conditions apply at the auction. This is only allowed if those additional conditions do not conflict with the rules that apply to the auction or any other legal requirement. The additional conditions are usually contained in the contract of sale.

Copies of the rules

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

Questions

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

Forbidden activities at auctions

The law forbids—

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

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

Who made the bid?

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

It is an offence to disrupt an auction

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

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

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

What law applies

THE INFORMATION IN THIS DOCUMENT IS ONLY INTENDED AS A BRIEF SUMMARY OF THE LAW THAT APPLIES TO PUBLIC AUCTIONS OF LAND IN VICTORIA.

MOST OF THE LAWS REFERRED TO IN THIS DOCUMENT CAN BE FOUND IN THE SALE OF LAND ACT 1962 OR THE SALE OF LAND REGULATIONS 2005. COPIES OF THOSE LAWS CAN BE FOUND AT THE FOLLOWING WEB SITE: WWW.DMS.DPC.VIC.GOV.AU UNDER THE TITLE "LAWTODAY".

VENDOR:
KEVIN MINH PHUONG NGUYEN
CAROLINE NGUYEN

CONTRACT OF SALE OF
REAL ESTATE

PROPERTY:

UNIT 3, 82 TYLER STREET,
RESERVOIR VIC 3073

RYANS LAW OFFICES
PO BOX 1062
FITZROY NORTH VIC 3068
TEL: (03) 9387 2455
FAX: (03) 9388 1551
REF: AS:KC:26/85
DATE: 21 APRIL 2026

This document is prepared from a precedent intended solely for use by legal practitioners with the knowledge, skill and qualifications required to use the precedent to create a document suitable to meet the vendor's legal obligation to give certain statements and documents to a purchaser before the purchaser signs a contract to purchase the land. This document incorporates the requirements in section 32 of the *Sale of Land Act 1962* as at 1 October 2014.

Vendor Statement

Instructions for completing this document

Words in *italics* are generally for instruction or information only.

Where marked "+" below, the authority of a person signing under a power of attorney, as a director of a corporation or as an agent authorized in writing must be added in the vendor or purchaser's name or signature box. A corporation's ACN or ABN should also be included

Delete as appropriate wherever an asterisk appears. "Nil" may be written in any of the rectangular boxes if appropriate.

Additional information may be added to section 13 where there is insufficient space.

The vendor makes this statement in respect of the land in accordance with section 32 of the *Sale of Land Act 1962*. This statement must be signed by the vendor and given to the purchaser before the purchaser signs the contract. The vendor may sign by electronic signature. The purchaser acknowledges being given this statement signed by the vendor with the attached documents before the purchaser signed any contract.

Land	UNIT 3, 82 TYLER STREET, RESERVOIR VIC 3073 CERTIFICATE OF TITLE VOLUME 12173 FOLIO 273
-------------	--

Vendor's name	KEVIN MINH PHUONG NGUYEN	Date	/ /
Vendor's signature	_____		
Vendor's name	CAROLINE NGUYEN	Date	/ /
Vendor's signature	_____		

Purchaser's name		Date	/ /
Purchaser's signature	_____		
Purchaser's name		Date	/ /
Purchaser's signature	_____		

Important information

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1. FINANCIAL MATTERS**1.1 Particulars of any Rates, Taxes, Charges or Other Similar Outgoings** (and any interest on them)

(a) Their total does not exceed:

\$ 6,000.00

OR

(b) Are contained in the attached certificate/s.

OR

(c) Their amounts are:

	Authority		Amount		Interest (if any)
(1)	City of Darebin	(1)	\$ 1,484.90 (p.a)	(1)	\$
(2)	Yarra Valley Water – Water Charges	(2)	\$ 193.68 (p.q)	(2)	\$
(3)	Owners Corporation – Levy	(3)	\$ 2,031.56 (p.a)	(3)	\$
	Owners Corporation – Maintenance Fund		\$ 27.80 (p.a)	(4)	

(d) There are NO amounts for which the purchaser may become liable as a consequence of the sale of which the vendor might reasonably be expected to have knowledge, which are not included in items 1.1(a), (b) or (c) above; other than any amounts described in this rectangular box.

\$ Nil

Land tax and windfall gains tax will not be adjusted at settlement, pursuant to Section 10G and 10H of the Sale of Land Act 1962 (vic)

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

\$ Nil

To

Nil

Other particulars (including dates and times of payments: Nil

1.3 **Terms Contract** - Not applicable1.4 **Sale Subject to Mortgage** - Not Applicable

1.5 Commercial and Industrial Property Tax Reform Act 2024 (Vic) (CIPT Act)

a)	The Australian Valuation Property Classification Code (within the meaning of the CIPT Act) most recently allocated to the land is set out in the attached Municipal rates notice or property clearance certificate or is as follows	AVPCC 121.4 - Townhouse
b)	Is the land tax reform scheme land within the meaning of the CIPT Act?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
c)	If the land is tax reform scheme land within the meaning of the CIPT Act, the entry date within the meaning of the CIPT Act is set out in the attached Municipal rates notice or property clearance certificate or is as follows	Date: OR <input checked="" type="checkbox"/> Not applicable

2. INSURANCE – Not Applicable

3. LAND USE

3.1 Easements, Covenants or Other Similar Restrictions

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

Is in the attached copies of title document/s

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

Is in the attached copies of title document/s
Nil to the Vendors knowledge

3.2 Road Access

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

3.3 Designated Bushfire Prone Area

The land is in a designated bushfire prone area within the meaning of regulations made under the *Building Act* 1993 if the square box is marked with an "X"

3.4 Planning Scheme

Attached is a certificate with the required specified information.

The required specified information is as follows:

(a) Name of planning scheme	Darebin Planning Scheme
(b) Name of responsible authority	City of Darebin
(c) Zoning of the land	See Planning Certificate attached
(d) Name of planning overlay	See Planning Certificate attached

4. NOTICES

4.1 Notice, Order, Declaration, Report or Recommendation

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

Nil to the Vendors knowledge

4.2 Agricultural Chemicals

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

Nil to the Vendors knowledge

4.3 Compulsory Acquisition

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

Nil to the Vendors knowledge

5. BUILDING PERMITS

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

Are contained in the attached certificates and/or statements

6. OWNERS CORPORATION

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

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

7. GROWTH AREAS INFRASTRUCTURE CONTRIBUTION ("GAIC")

Words and expressions in this section 7 have the same meaning as in Part 9B of the *Planning and Environment Act 1987*.

7.1 Work-in-Kind Agreement

This section 7.1 only applies if the land is subject to a work-in-kind agreement.

- (a) The land is NOT to be transferred under the agreement unless the square box is marked with an "X"
- (b) The land is NOT land on which works are to be carried out under the agreement (other than Crown land) unless the square box is marked with an "X"
- (c) The land is NOT land in respect of which a GAIC is imposed unless the square box is marked with an "X"

7.2 GAIC Recording

This section 7.2 only applies if there is a GAIC recording.

Any of the following certificates or notices must be attached if there is a GAIC recording.

The accompanying boxes marked with an "X" indicate that such a certificate or notice that is attached:

- (a) Any certificate of release from liability to pay a GAIC
- (b) Any certificate of deferral of the liability to pay the whole or part of a GAIC
- (c) Any certificate of exemption from liability to pay a GAIC
- (d) Any certificate of staged payment approval
- (e) Any certificate of no GAIC liability
- (f) Any notice providing evidence of the grant of a reduction of the whole or part of the liability for a GAIC or an exemption from that liability
- (g) A GAIC certificate issued under Part 9B of the *Planning and Environment Act 1987* must be attached if there is no certificate or notice issued under any of sub-sections 7.2 (a) to (f) above

8. SERVICES

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

Electricity supply Gas supply Water supply Sewerage Telephone services

9. TITLE

Attached are copies of the following documents:

Registered Title

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

10. SUBDIVISION - Not Applicable

11. DISCLOSURE OF ENERGY INFORMATION

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

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

- (a) to be a building or part of a building used or capable of being used as an office for administrative, clerical, professional or similar based activities including any support facilities; and
- (b) which has a net lettable area of at least 1000m²; (but does not include a building under a strata title system or if an occupancy permit was issued less than 2 years before the relevant date):

Nil to the Vendors knowledge

12. DUE DILIGENCE CHECKLIST

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

13. ATTACHMENTS

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

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

(Attached is a Law Institute of Victoria published "Additional Vendor Statement" if section 1.3 (Terms Contract) or section 1.4 (Sale Subject to Mortgage) applies)

14. DUE DILIGENCE ACKNOWLEDGMENT

The purchaser acknowledges that prior to the property being offered to the purchaser for sale the purchaser was given a *due diligence checklist* list as required under Section 32(B) of the Sale of Land Act 1962.

DOCUMENTS ATTACHED TO THE SECTION 32

Title Search
State Revenue Office – Land Tax Clearance Certificate
Council – Rate Notice
Council – Property Information 1 & 2
Water – Water Notice
Planning Certificate
Planning Property Report
Vic Roads
Extract of EPA Priority Site Register
Owners Corporation Certificate
Occupancy Permit
Domestic Building Insurance

INFORMATION ONLY

**VENDOR:
KEVIN MINH PHUONG NGUYEN AND
CAROLINE NGUYEN**

**VENDORS STATEMENT TO THE PURCHASER OF
REAL ESTATE PURSUANT TO SECTION 32 OF THE
SALE OF LAND ACT 1962 ("THE ACT")**

**PROPERTY:
UNIT 3, 82 TYLER STREET,
RESERVOIR VIC 3073**

**MESSRS RYANS LAW OFFICES
LAWYERS
SHOP 1, 580 NICHOLSON STREET
FITZROY NORTH VIC 3068
TEL: (03) 9387 2455
FAX: (03) 9388 1551
REF: AS:KC:26/85
DATE: 21 APRIL 2026**

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

Page 1 of 2

VOLUME 12173 FOLIO 273

Security no : 124133456620K
Produced 01/04/2026 09:42 AM

LAND DESCRIPTION

Lot 30 on Plan of Subdivision 749007J.
PARENT TITLE Volume 12172 Folio 815
Created by instrument PS749007J Stage 2 11/12/2019

REGISTERED PROPRIETOR

Estate Fee Simple
TENANTS IN COMMON
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
KEVIN MINH PHUONG NGUYEN of UNIT 3 82 TYLER STREET RESERVOIR VIC 3073
As to 1 of a total of 2 equal undivided shares
Sole Proprietor
CAROLINE NGUYEN of UNIT 3 82 TYLER STREET RESERVOIR VIC 3073
AU179609J 26/03/2021

ENCUMBRANCES, CAVEATS AND NOTICES

MORTGAGE AY079896A 07/06/2024
BENDIGO AND ADELAIDE 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 PS749007J 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 3 82 TYLER STREET RESERVOIR VIC 3073

ADMINISTRATIVE NOTICES

NIL

eCT Control 19018X ADELAIDE BANK
Effective from 24/06/2024

OWNERS CORPORATIONS

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

Page 2 of 2

The land in this folio is affected by
OWNERS CORPORATION 1 PLAN NO. PS749007J

DOCUMENT END

INFORMATION ONLY



Department of Transport and Planning

Electronic Instrument Statement

Mortgage Form version 1.5

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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.

Produced 01/04/2026 09:42:56 AM

Status	Registered	Dealing Number	AY079896A
Date and Time Lodged	07/06/2024 02:12:02 PM		

Lodger Details

Lodger Code	18478R
Name	FIRST LEGAL
Address	
Lodger Box	
Phone	
Email	
Reference	BAB HUB K 3398488

MORTGAGE

Jurisdiction	VICTORIA
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Privacy Collection Statement

The information in this form is collected under statutory authority and used for the purpose of maintaining publicly searchable registers and indexes.

Estate and/or Interest being mortgaged

FEE SIMPLE

Land Title Reference

12173/273

Mortgagor

Given Name(s)	CAROLINE
Family Name	NGUYEN
Given Name(s)	KEVIN MINH PHUONG
Family Name	NGUYEN

Mortgagee

Name	BENDIGO AND ADELAIDE BANK LIMITED
ACN	068049178
Australian Credit Licence	237879
Address	
Street Number	12
Street Name	BATH



Department of Transport and Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Street Type	LANE
Locality	BENDIGO
State	VIC
Postcode	3550

The mortgagor mortgages the estate and/or interest in land specified in this mortgage to the mortgagee as security for the debt or liability described in the terms and conditions set out or referred to in this mortgage, and covenants with the mortgagee to comply with those terms and conditions.

Terms and Conditions of this Mortgage

(a) Document Reference AA5960

(b) Additional terms and conditions

You (the mortgagor) agree with us (the mortgagee) as follows: For the document referred to in a. above the following applies. 1. Clause 7.1b, clause 7.1h, clause 20.4 and clause 20.15 do not apply to the mortgagor 2. Notwithstanding any other provision in this mortgage, nothing in any off-Register document referred to or incorporated within this mortgage affects any essential terms, being parties, references to the land or term of this mortgage. 3. Clause 12.3 is amended to read as follows. The Mortgagor indemnifies the Mortgagee, every Receiver and every Authorised Officer and Attorney and their respective agents and employees against any liability, loss, cost or expense which we incur or sustain or for which we become liable, which is caused, or contributed to, to the extent of that contribution, by, a. any Event of Default, b. any act or omission of the Mortgagee or such person concerning this Mortgage or a Relevant Document, c. any tenancy or agreement affecting the Land, and d. the entry by any person upon or into occupation of the Land. To the extent this Mortgage is a Consumer Contract or a Small Business Contract, the Mortgagor is not required to indemnify the Mortgagee in respect of any amount which arises from any fraud, negligence or wilful misconduct by the Mortgagee, officers of the Mortgagee, employees, contractors or agents or any receivers appointed by the Mortgagee over any Mortgaged Property. This obligation continues despite the release of this Mortgage and the repayment of the Secured Money. 4. The opening words in clause 17 are amended to remove the words in brackets that refer to a full indemnity basis. 5. The paragraph in clause 17 immediately following subparagraph i. is amended to read as follows. This includes expenses incurred in any review or environmental audit, conducting property valuations or in retaining consultants to evaluate matters of material concern to the Mortgagee.

Mortgagee Execution

1. The Certifier has retained the evidence supporting this Registry Instrument or Document.
2. The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant law and any Prescribed Requirement.
3. The Certifier, or the Certifier is reasonably satisfied that the mortgagee it represents,:
 - (a) has taken reasonable steps to verify the identity of the mortgagor or his, her or its administrator or attorney; and
 - (b) holds a mortgage granted by the mortgagor on the same terms as this Registry Instrument or Document.
4. The Certifier has taken reasonable steps to verify the identity of the mortgagee or his, her or its administrator or attorney.
5. The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.

Executed on behalf of	BENDIGO AND ADELAIDE BANK LIMITED
Signer Name	JI SU LEE
Signer Organisation	FIRST LEGAL
Signer Role	AUSTRALIAN LEGAL PRACTITIONER
Execution Date	07 JUNE 2024

File Notes:

NIL

This is a representation of the digitally signed Electronic Instrument or Document certified by Land Use Victoria.



Department of Transport and Planning

Electronic Instrument Statement

Mortgage Form version 1.5

Statement End.

INFORMATION ONLY

Imaged Document Cover Sheet

The document following this cover sheet is an imaged document supplied by LANDATA®, Secure Electronic Registries Victoria.

Document Type	Plan
Document Identification	PS749007J
Number of Pages (excluding this cover sheet)	22
Document Assembled	01/04/2026 09:42

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PLAN OF SUBDIVISION	EDITION 4	PS749007J
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<p>LOCATION OF LAND</p> <p>PARISH: JIKA JIKA</p> <p>TOWNSHIP: ---</p> <p>SECTION: ---</p> <p>CROWN ALLOTMENT: ---</p> <p>CROWN PORTION: 146 (PART)</p> <p>TITLE REFERENCE: Vol. 8672 Fol. 818</p> <p>LAST PLAN REFERENCE: Lot 2 on LP58656</p> <p>POSTAL ADDRESS: 80 Tyler Street (at time of subdivision) Reservoir VIC 3073</p> <p>MGA CO-ORDINATES: E: 326 440 ZONE: 55 (of approx centre of land in plan) N: 5 822 050 GDA 94</p>	<p>COUNCIL NAME: DAREBIN CITY COUNCIL</p>
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VESTING OF ROADS AND/OR RESERVES	NOTATIONS				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:20%;">IDENTIFIER</th> <th>COUNCIL/BODY/PERSON</th> </tr> <tr> <td style="text-align: center;">NIL</td> <td style="text-align: center;">NIL</td> </tr> </table>	IDENTIFIER	COUNCIL/BODY/PERSON	NIL	NIL	<p>Lots 64 to 100, 116 to 200 and 216 to 300 have been omitted from this plan.</p> <p>TOWNHOUSE LOTS (Lots 1 to 63) Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings: <u>Median:</u> All boundaries marked 'M'. <u>Exterior Face:</u> All other boundaries.</p> <p>APARTMENT LOTS (Lots 101 to 115, 201 to 215 and 301 to 314) Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings: <u>Median:</u> Boundaries marked 'M'; <u>Exterior Face:</u> Boundaries marked 'E'; and <u>Interior Face:</u> All other Boundaries. Lower boundaries of lots are defined by the upper face of the concrete slab. Upper boundaries of lots are defined by the underside of the suspended ceiling.</p> <p>All lots are defined in the diagrams herein.</p> <p>Common Property 1 is defined in the diagrams herein.</p> <p>Common Property 2 includes all the land within the building in which Lots 101 to 115, 201 to 215 and 301 to 314 on This Plan are fully contained, except the said Lots and includes the structure of all walls, floors and ceilings defining boundaries therein, excluding boundaries marked 'M'. Common Property 2 includes the structure of all exterior walls of the said building (inclusive of all Balcony / Balustrade and architectural facade elements integral to the building). All internal columns, pipe shafts, service ducts, pipes and vents within the building in which Lots 101 to 115, 201 to 215 and 301 to 314 on This Plan are fully contained are deemed to be part of Common Property 2. The positions of all these internal columns, pipe shafts, service ducts, pipes and vents have not necessarily been shown on the diagrams contained herein.</p> <p>The upper boundary of Lots 101 to 115, 201 to 215 and 301 to 314 on Ground Level and Ground Storey are limited to 2m above the topside of the concrete floor slab defining their lower boundary.</p>
IDENTIFIER	COUNCIL/BODY/PERSON				
NIL	NIL				
NOTATIONS					
<p>DEPTH LIMITATION: Does Not Apply</p> <p>SURVEY: This plan is based on survey. STAGING: This is a staged subdivision. Planning Permit No. D/257/2019.</p> <p>LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS For details of any Owners Corporations including purpose, responsibility, entitlement & liability see owners corporation search report, owners corporation additional information and if applicable, owners corporation rules.</p> <p>OTHER PURPOSE OF PLAN To Remove easement E-1 created on LP58656.</p> <p>GROUNDINGS FOR REMOVAL: By directive in Planning Permit No. D/257/2019</p> <p>CP1 denotes Common Property 1 PT denotes part lot CP2 denotes Common Property 2 PROJ denotes projection BALC denotes Balcony</p> <p>Cross Sections are not shown for Lots 1 to 28, 45 to 46 and 63 on this plan. The upper and lower boundaries of these lots are not defined on this plan.</p> <p>Area of Release: 1.453ha No. of Lots: 107 Lots (63 Townhouses, 44 Apartments)</p>					

EASEMENT INFORMATION

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

EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
SEE SHEET 2 FOR EASEMENT INFORMATION				

<p>Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorssds.com.au</p>	<p>SURVEYORS FILE REF: Ref. 03036-S-C4 Ver. 4</p> <p>Licensed Surveyor: MARK PETER GREY / Version No. 4</p>	<p>ORIGINAL SHEET SIZE: A3</p>	<p>SHEET 1 OF 21</p>
	<p>THIS IS A LAND USE VICTORIA COMPILED PLAN FOR DETAILS SEE MODIFICATION TABLE HEREIN</p>		

PS749007J/--

EASEMENT INFORMATION

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

EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	1.83	LP58656	Lots in LP58656
	Drainage		This Plan	Darebin City Council
	Sewerage		LP58656	Lots in LP58656
	Sewerage		This Plan	Yarra Valley Water Corporation
E-2	Drainage	1.83	This Plan	Darebin City Council
	Sewerage		G205419	M.M.B.W
E-3	Drainage	1.83	LP58656	Lots in LP58656
	Drainage		This Plan	Darebin City Council
	Sewerage		LP58656	Lots in LP58656
	Sewerage		G205419	M.M.B.W
	Sewerage		This Plan	Yarra Valley Water Corporation
E-4	Sewerage	4	X517817W	Yarra Valley Water Limited
E-5	Transmission of Electricity	See Diag.	This Plan Sec 88 Electricity Industry Act 2000	Jemena Electricity Networks (Vic) Ltd
E-6	Drainage	1.83	This Plan	Darebin City Council
E-7	Sewerage	1.34	This Plan	Yarra Valley Water Corporation
E-8	Drainage	1.34	This Plan	Darebin City Council
	Sewerage		G205419	M.M.B.W
	Sewerage		This Plan	Yarra Valley Water Corporation



Urban Development | Built Environments | Infrastructure
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorssds.com.au

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 SIZE: A3

Ref. 03036-S-C4
 Ver. 4

SHEET 2

PS749007J



Ground Level & Ground Storey

SCALE 1:500	5 0 5 10 15 20 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	SHEET 3
Licensed Surveyor: MARK PETER GREY / Version No. 4		Ref. 03036-S-C4 Ver. 4	

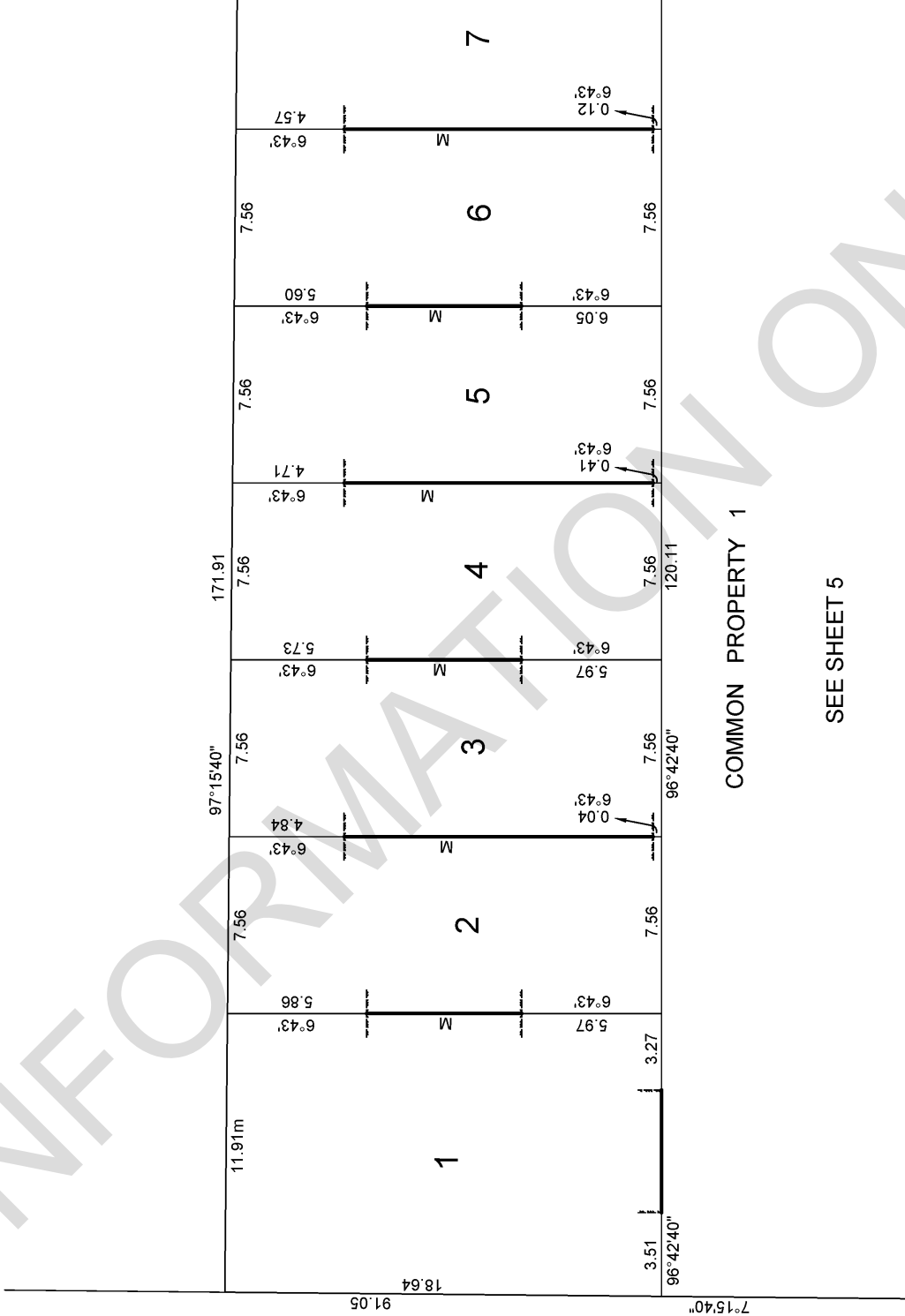
TAYLORS
 Urban Development | Built Environments | Infrastructure
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorssds.com.au

MG94 ZONE 55

PS749007J

MGA94 ZONE 55

CREVELLI STREET



SEE SHEET 7

COMMON PROPERTY 1

SEE SHEET 5

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SCALE
1:200

2 0 2 4 6 8
LENGTHS ARE IN METRES

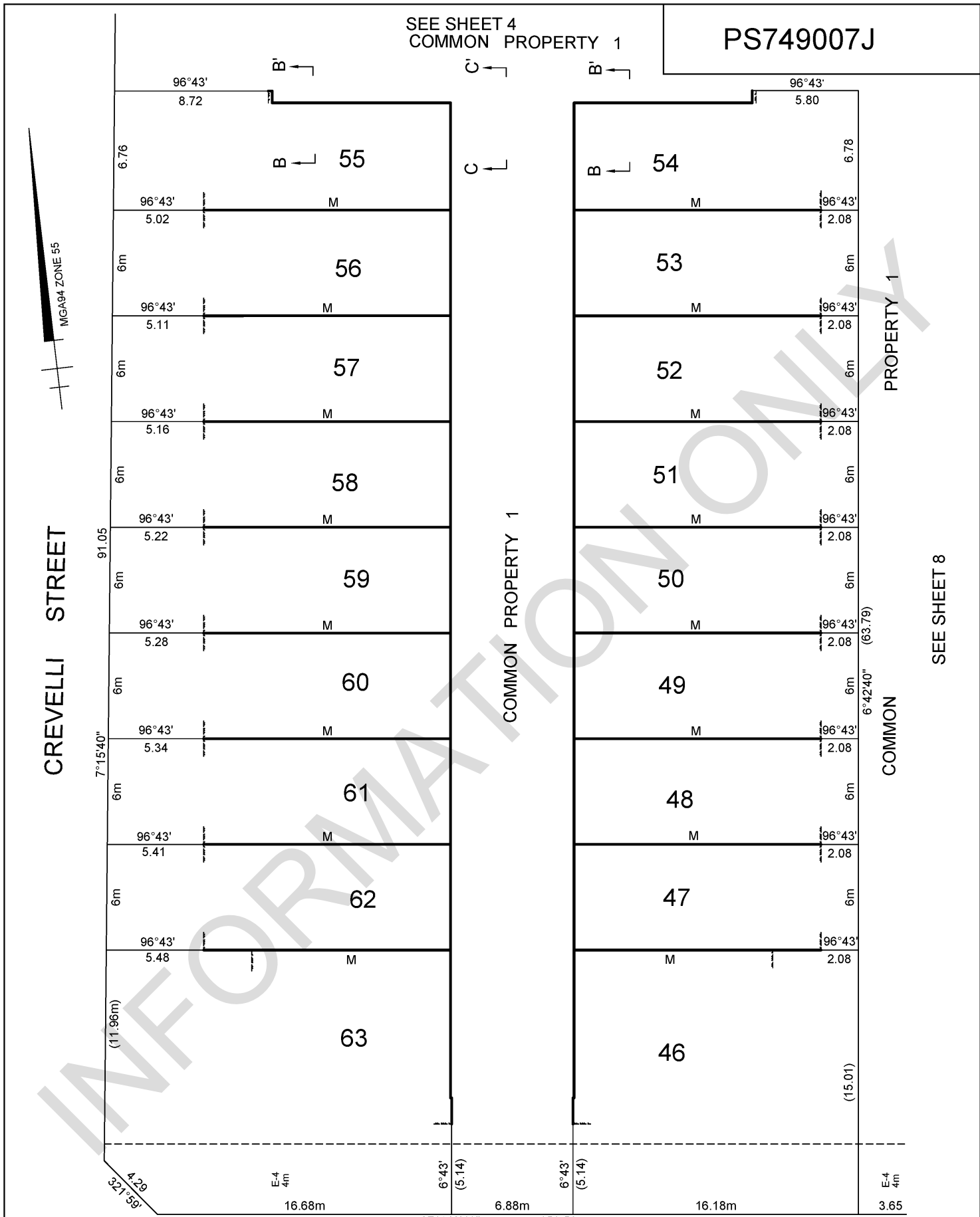
ORIGINAL SHEET
SIZE: A3

SHEET 4

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Ref. 03036-S-C4
Ver. 4



SEE SHEET 4
COMMON PROPERTY 1

PS749007J

CREVELLI STREET

TYLER STREET

Diagram 2
Ground Level & Ground Storey
ENLARGEMENT



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Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE 1:200
2 0 2 4 6 8
LENGTHS ARE IN METRES

Licensed Surveyor:
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ORIGINAL SHEET
SIZE: A3

Ref. 03036-S-C4
Ver. 4

SHEET 5

SEE SHEET 4

COMMON PROPERTY 1

PS749007J

CREVELLI STREET

SEE SHEET 13

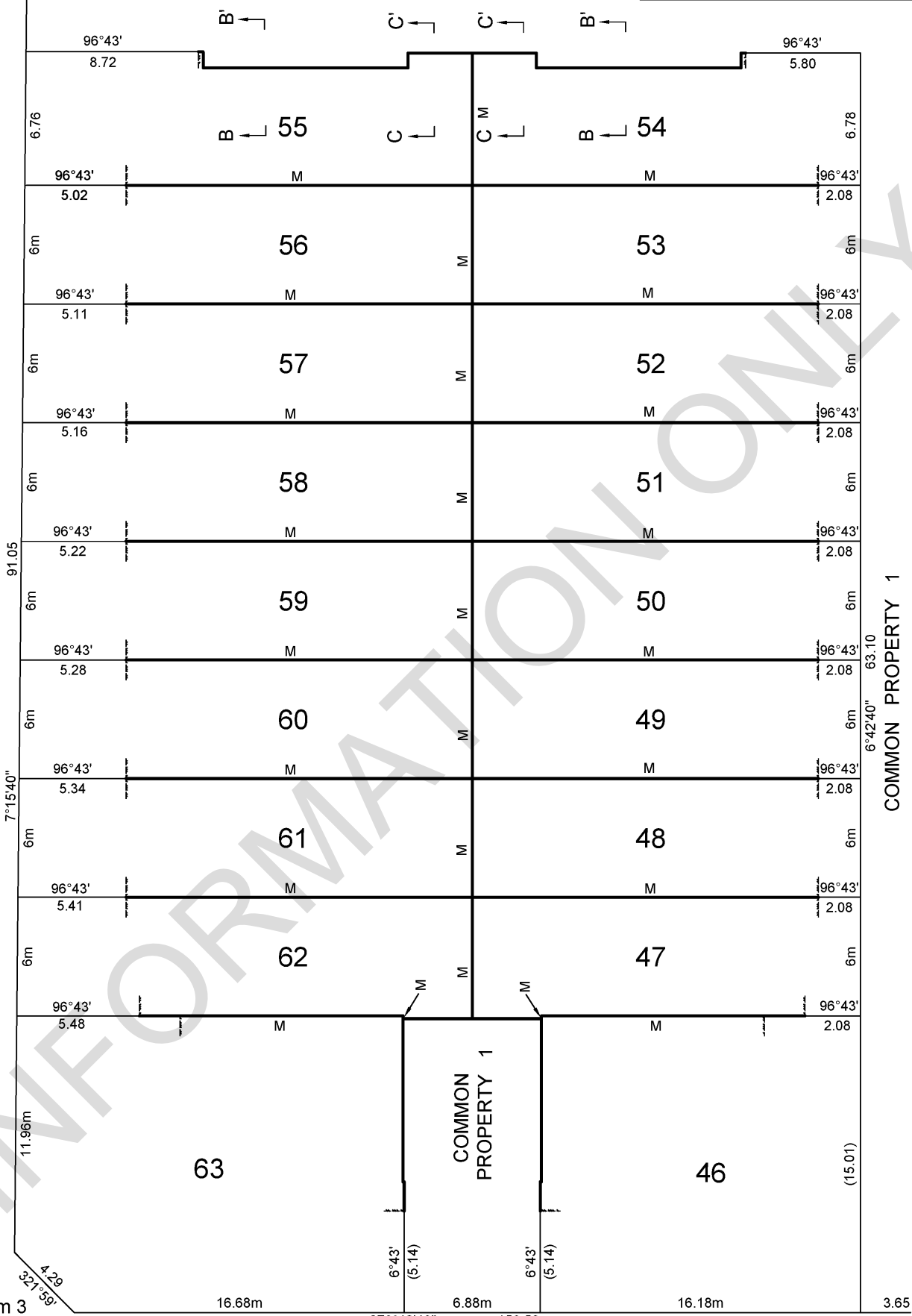


Diagram 3

Level 1

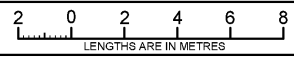
TYLER STREET

ENLARGEMENT



Urban Development | Built Environments | Infrastructure
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE
1:200



ORIGINAL SHEET
SIZE: A3

Ref. 03036-S-C4
Ver. 4

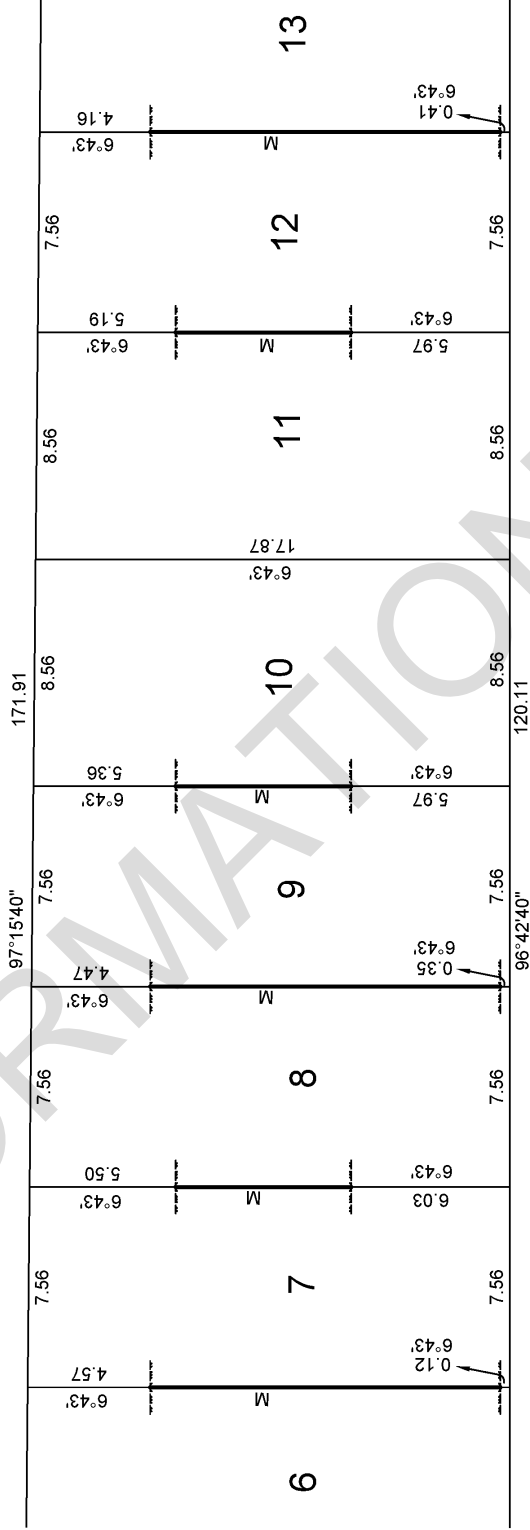
SHEET 6

Licensed Surveyor:

MARK PETER GREY / Version No. 4

PS749007J

MGA94 ZONE 55



SEE SHEET 4

SEE SHEET 10

COMMON PROPERTY 1

SEE SHEET 8

TAYLORS

Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE
1:200
Licensed Surveyor:

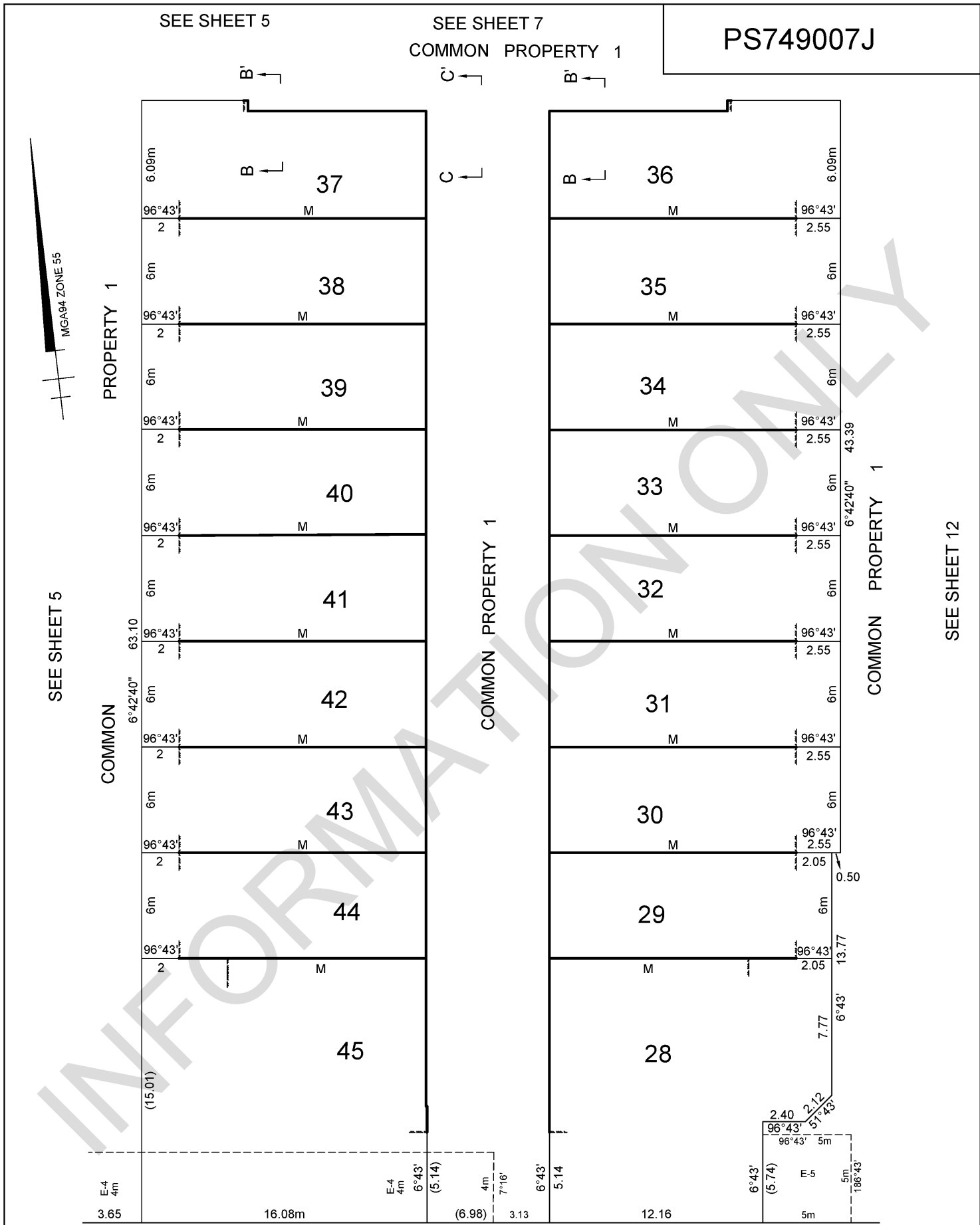
2 0 2 4 6 8
LENGTHS ARE IN METRES

MARK PETER GREY / Version No. 4

ORIGINAL SHEET
SIZE: A3

Ref. 03036-S-C4
Ver. 4

SHEET 7



SEE SHEET 5

SEE SHEET 7
COMMON PROPERTY 1

PS749007J

SEE SHEET 5

SEE SHEET 12

Diagram 4

Ground Level & Ground Storey TYLER STREET

ENLARGEMENT



Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE 1:200
2 0 2 4 6 8
LENGTHS ARE IN METRES

Licensed Surveyor:
MARK PETER GREY / Version No. 4

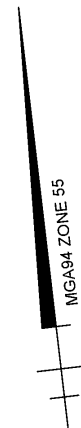
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Ref. 03036-S-C4
Ver. 4

SHEET 8

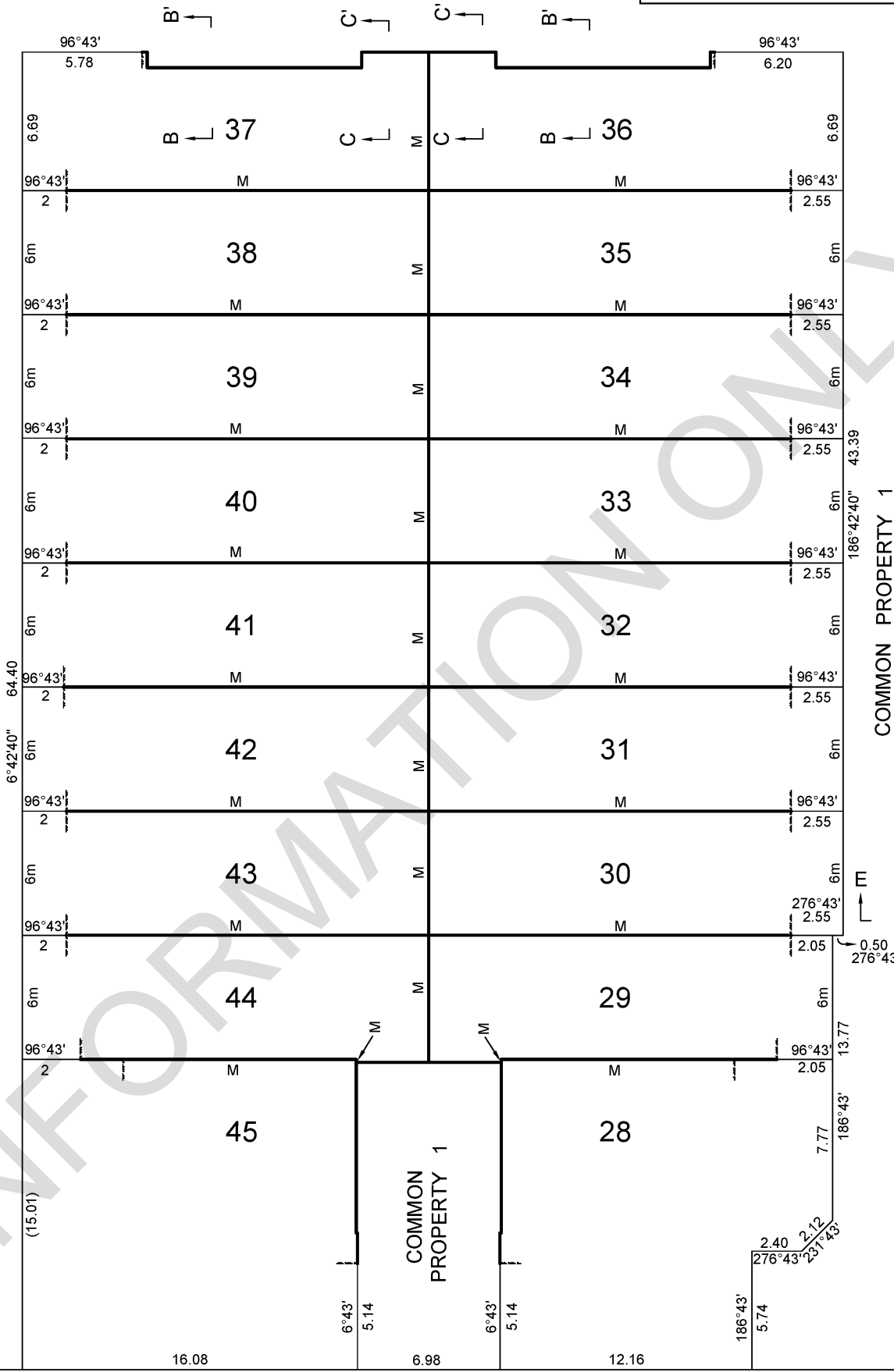
SEE SHEET 7
COMMON PROPERTY 1

PS749007J



SEE SHEET 6

COMMON PROPERTY 1



COMMON PROPERTY 1

SEE SHEET 13

Diagram 5

Level 1

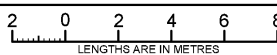
ENLARGEMENT

TYLER STREET



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Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE
1:200



ORIGINAL SHEET
SIZE: A3

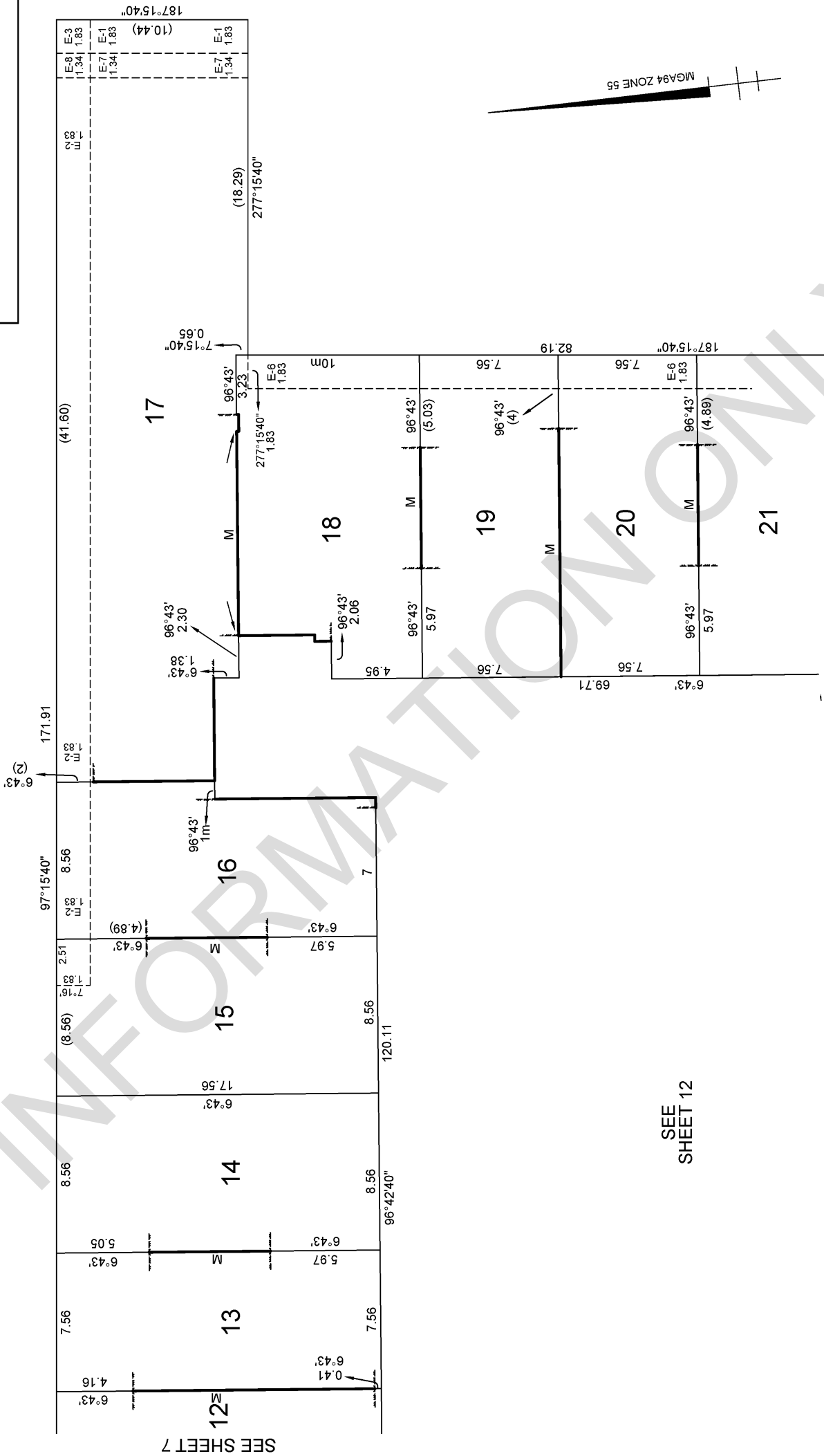
Ref. 03036-S-C4
Ver. 4

SHEET 9

Licensed Surveyor:

MARK PETER GREY / Version No. 4

PS749007J



SEE SHEET 7

SEE SHEET 12

SEE SHEET 11

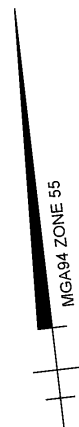
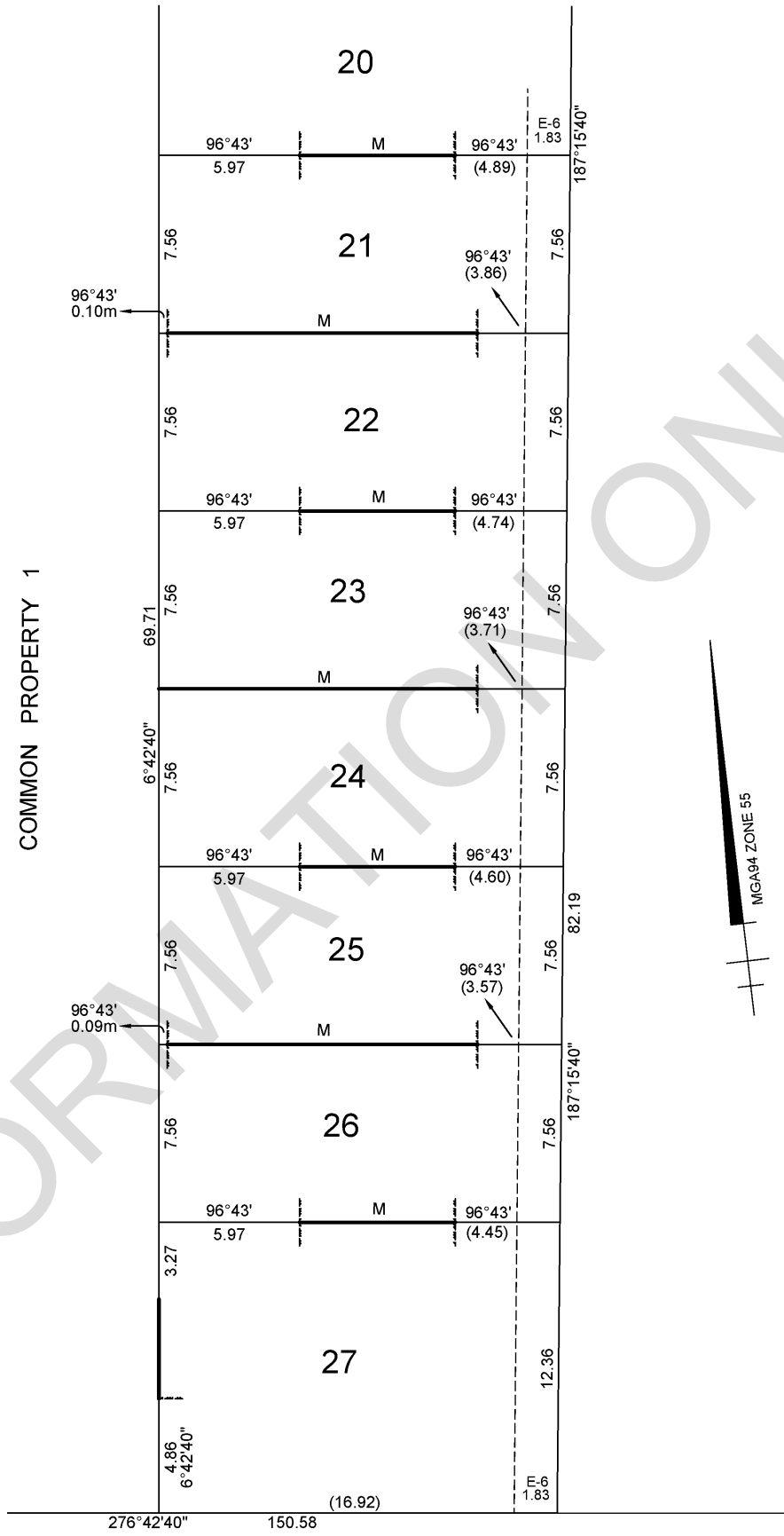
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	<p>Licensed Surveyor: MARK PETER GREY / Version No. 4</p>				

SEE SHEET 10

PS749007J

SEE SHEET 12

COMMON PROPERTY 1

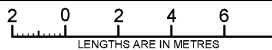


TYLER STREET

TAYLORS

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SCALE
1:200



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MARK PETER GREY / Version No. 4

ORIGINAL SHEET
SIZE: A3

Ref. 03036-S-C4
Ver. 4

SHEET 11

SEE SHEET 10

PS749007J

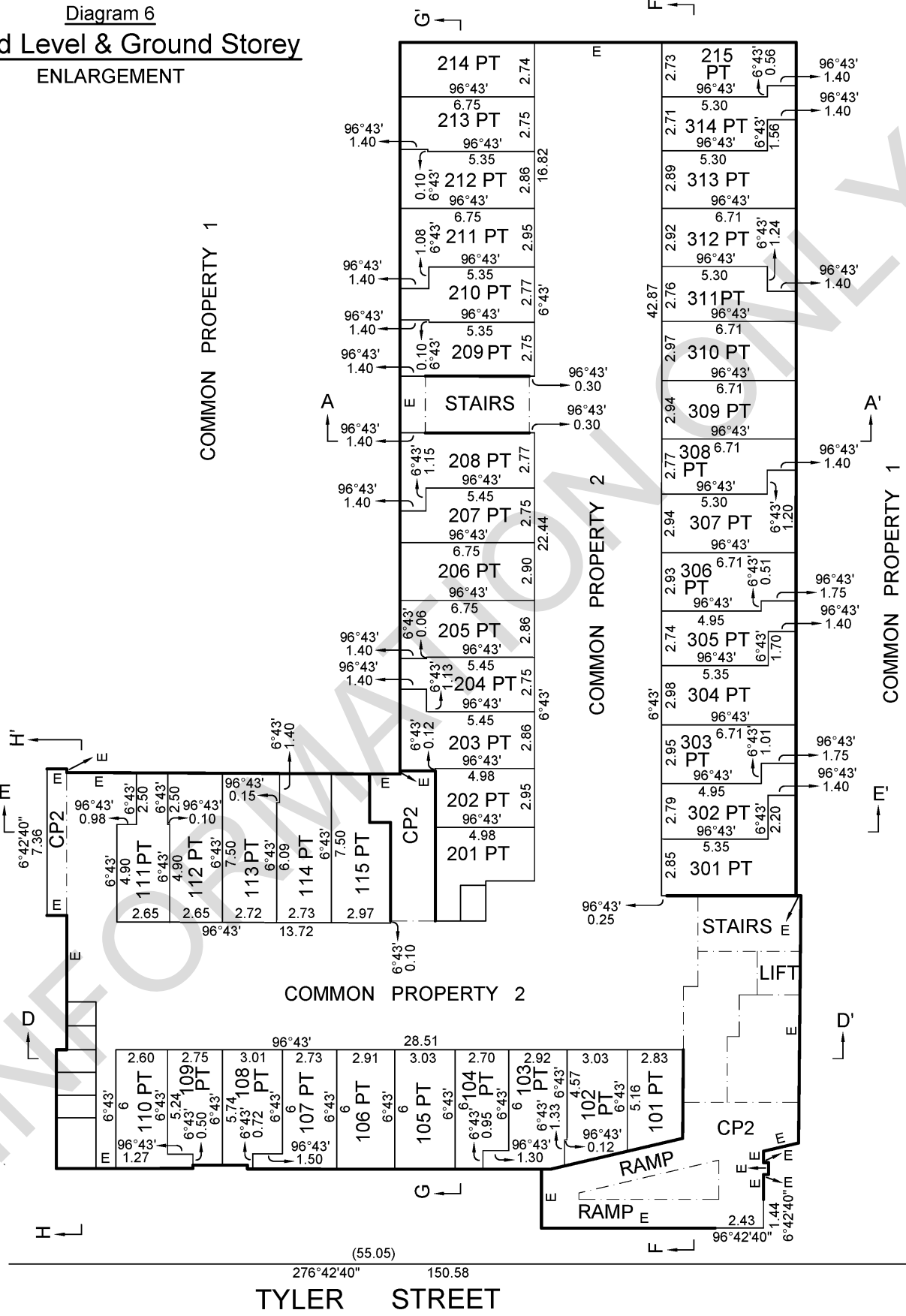
COMMON PROPERTY 1

Diagram 6
Ground Level & Ground Storey
ENLARGEMENT

SEE SHEET 8

SEE SHEET 10

SEE SHEET 11



TAYLORS
 Urban Development | Built Environments | Infrastructure
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE
1:200

2 0 2 4 6 8
LENGTHS ARE IN METRES

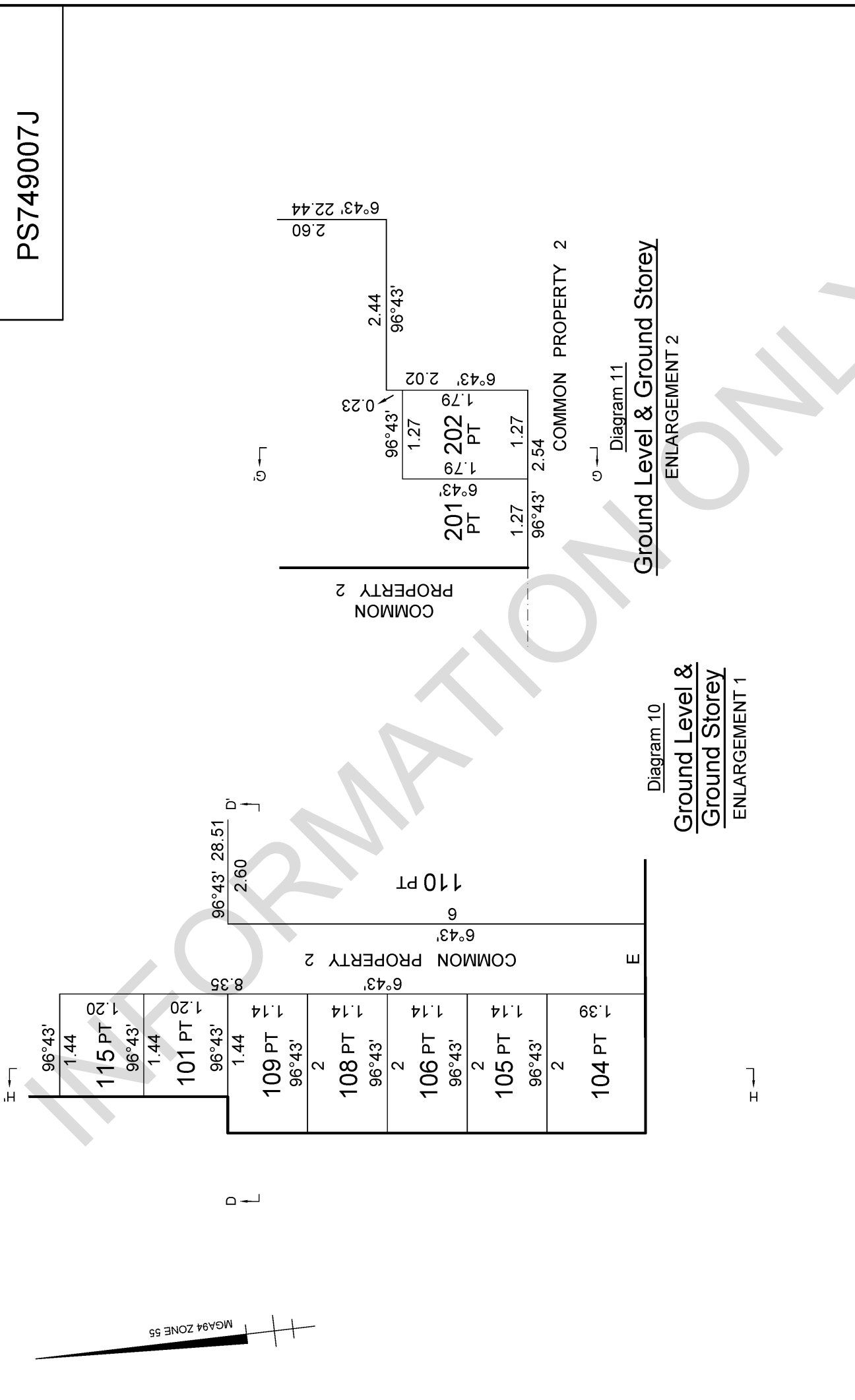
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MARK PETER GREY / Version No. 4

ORIGINAL SHEET
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Ref. 03036-S-C4
Ver. 4

SHEET 12

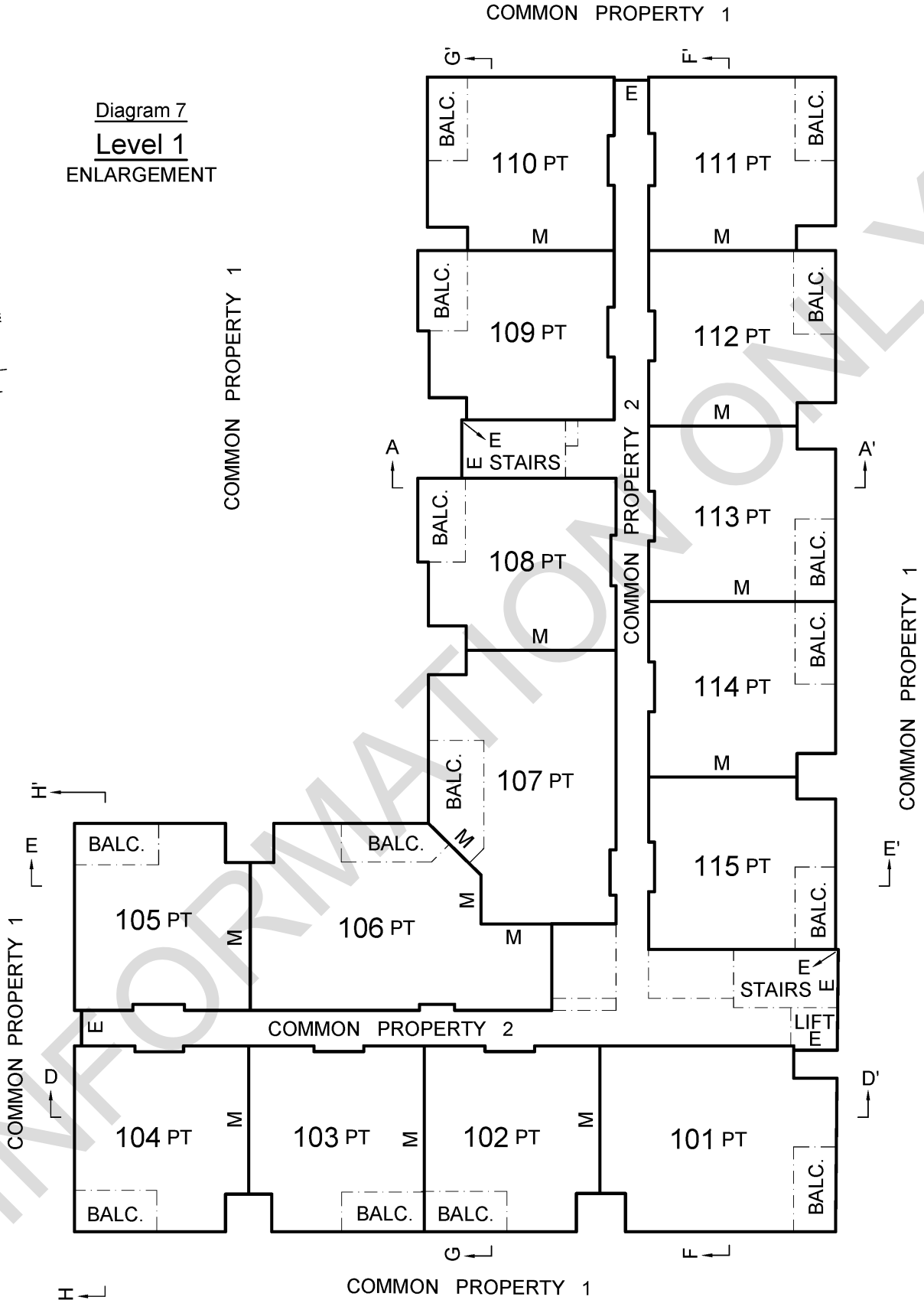
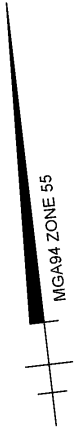
PS749007J



<p>TAYLORS Urban Development Built Environments Infrastructure 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorstds.com.au</p>	SCALE 1:50	0.5 0 0.5 1 1.5 2 LENGTHS ARE IN METRES	ORIGINAL SHEET SIZE: A3	Ref. 03036-S-C4 Ver. 4	SHEET 13
	Licensed Surveyor: MARK PETER GREY / Version No. 4				

PS749007J

Diagram 7
Level 1
ENLARGEMENT



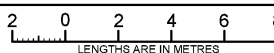
276°42'40" 150.58

TYLER STREET

TAYLORS

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8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE
1:200



ORIGINAL SHEET
SIZE: A3

Ref. 03036-S-C4
Ver. 4

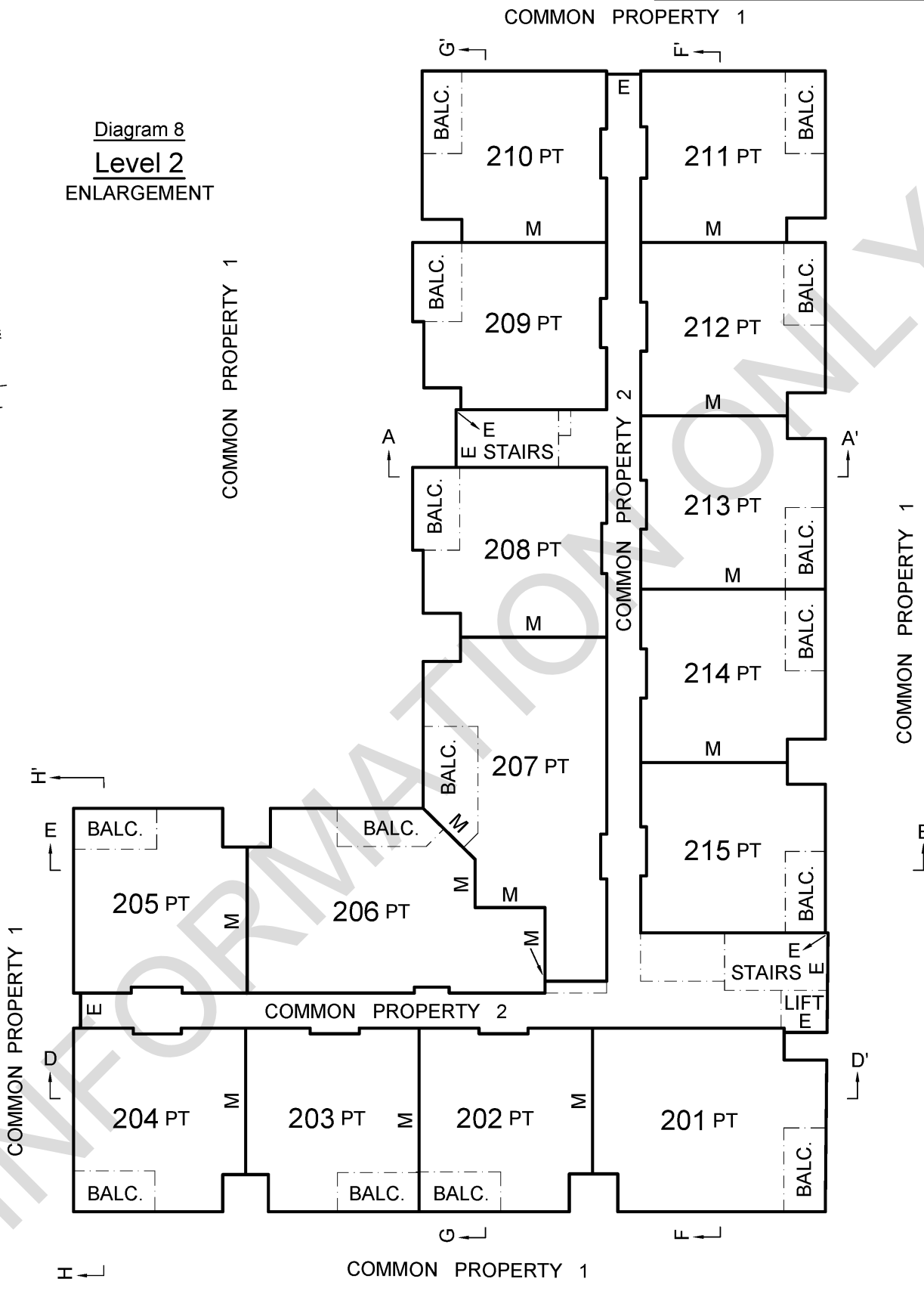
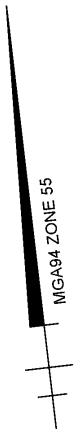
SHEET 14

Licensed Surveyor:

MARK PETER GREY / Version No. 4

PS749007J

Diagram 8
Level 2
ENLARGEMENT

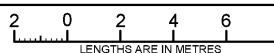


TYLER STREET



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SCALE
1:200



ORIGINAL SHEET
SIZE: A3

Ref. 03036-S-C4
Ver. 4

SHEET 15

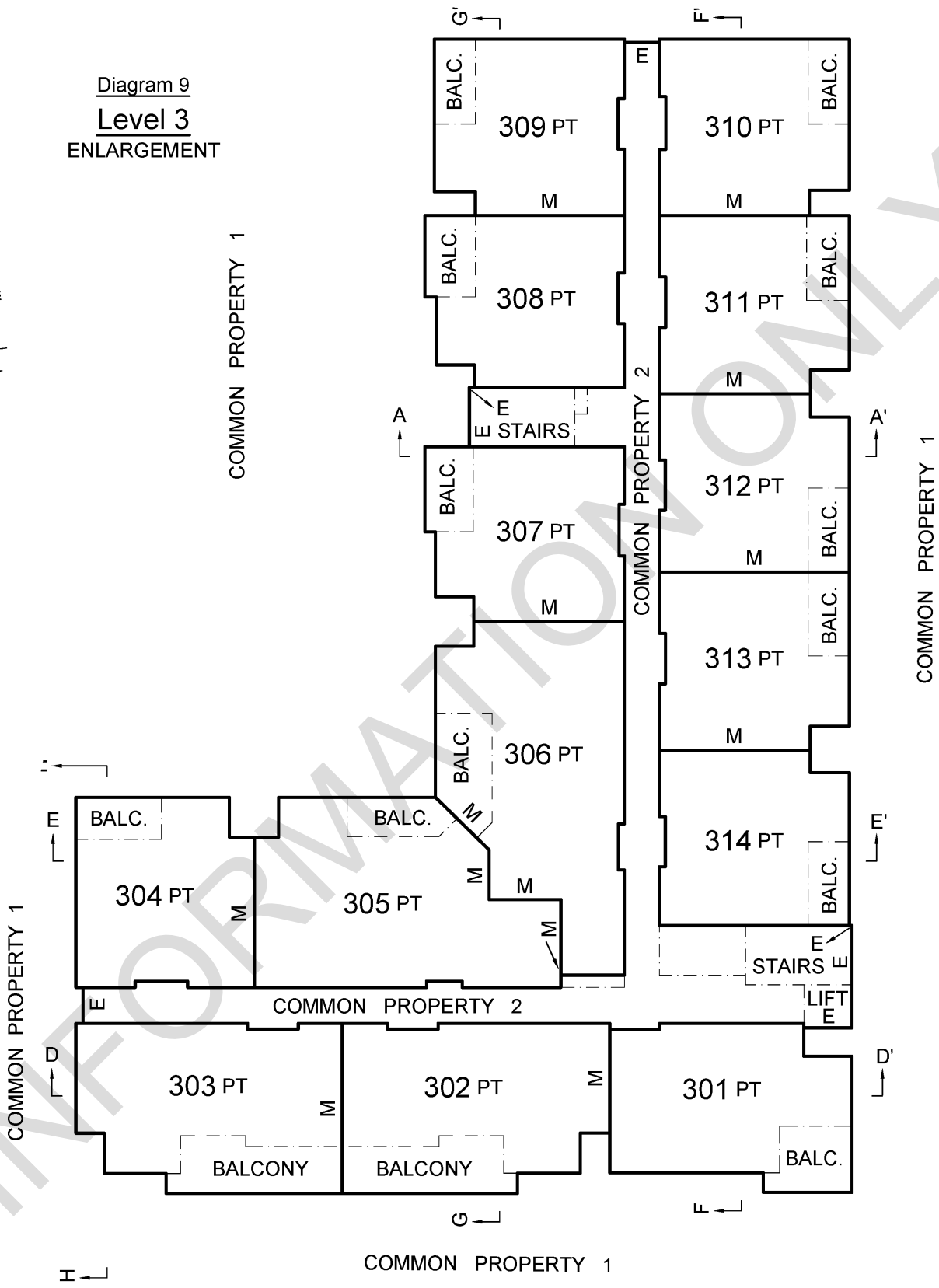
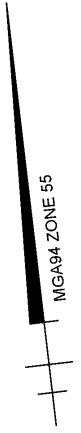
Licensed Surveyor:

MARK PETER GREY / Version No. 4

PS749007J

COMMON PROPERTY 1

Diagram 9
Level 3
ENLARGEMENT

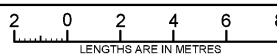


TYLER STREET



Urban Development | Built Environments | Infrastructure
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Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE
1:200



ORIGINAL SHEET
SIZE: A3

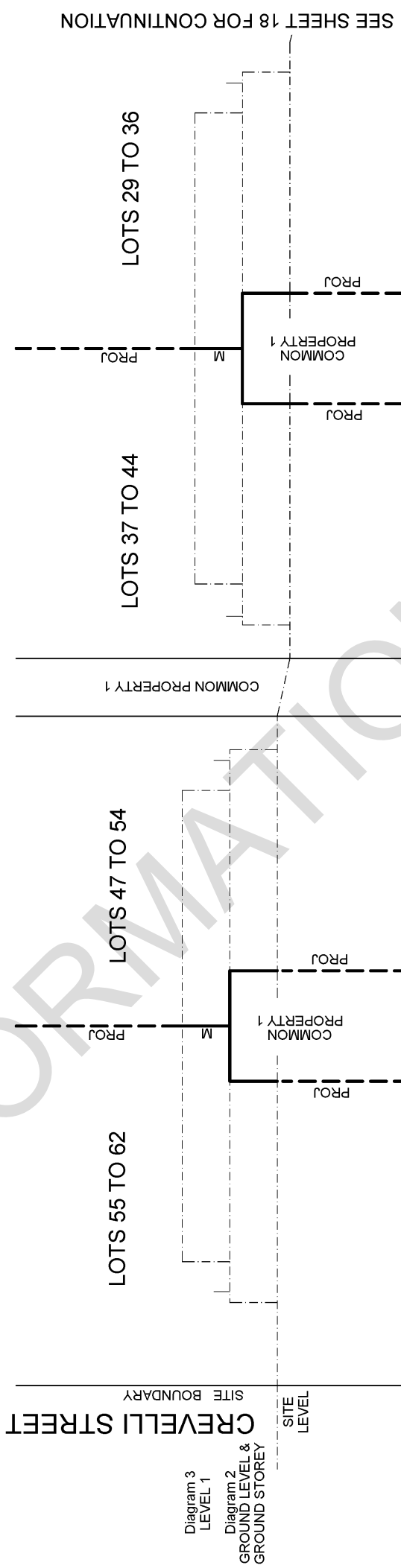
Ref. 03036-S-C4
Ver. 4

SHEET 16

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PS749007J



TYPICAL CROSS SECTION A - A'

NOT TO SCALE

TAYLORS

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Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE
1:250

Licensed Surveyor:
MARK PETER GREY / Version No. 4

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

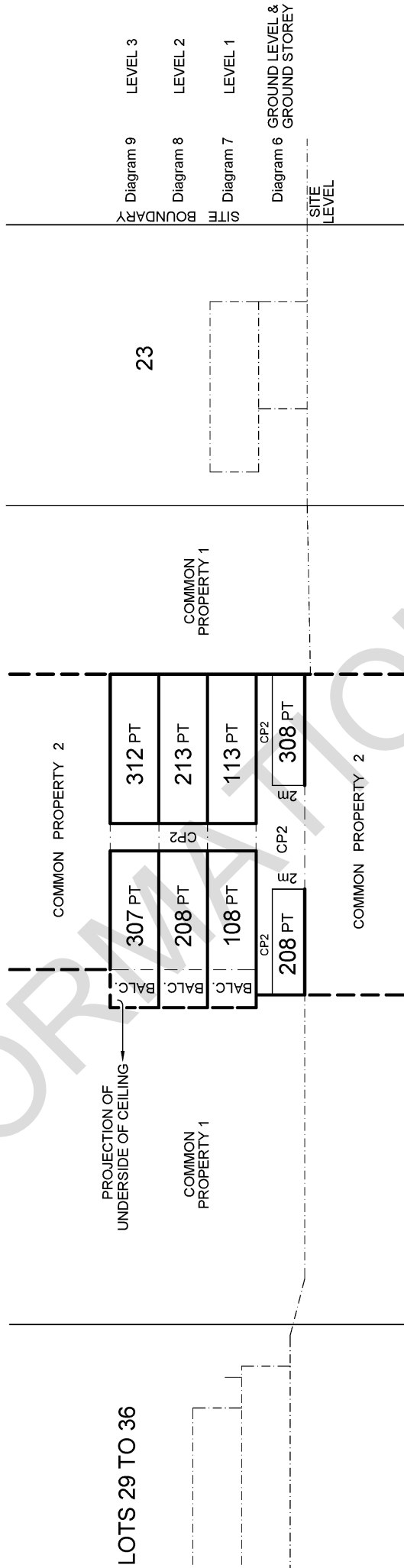
Ref. 03036-S-C4
Ver. 4

SHEET 17

PS749007J

SEE SHEET 17 FOR CONTINUATION

LOTS 29 TO 36



TYPICAL CROSS SECTION A - A'

NOT TO SCALE

TAYLORS

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 Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE
 1:250

2.5 0 2.5 5 7.5 10
 LENGTHS ARE IN METRES

ORIGINAL SHEET
 SIZE: A3

Ref. 03036-S-C4
 Ver. 4

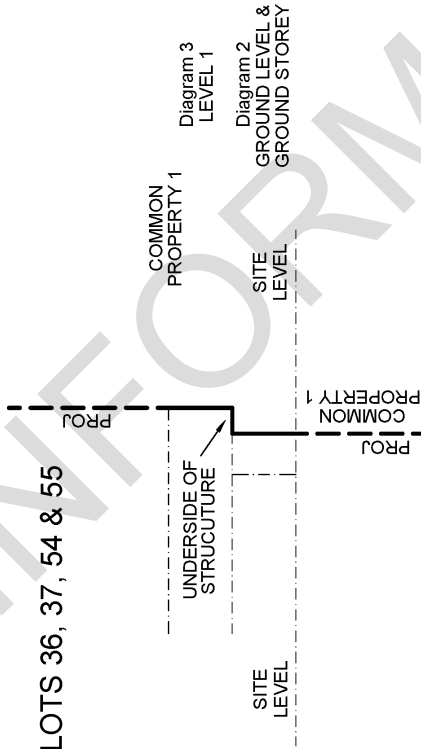
SHEET 18

Licensed Surveyor:

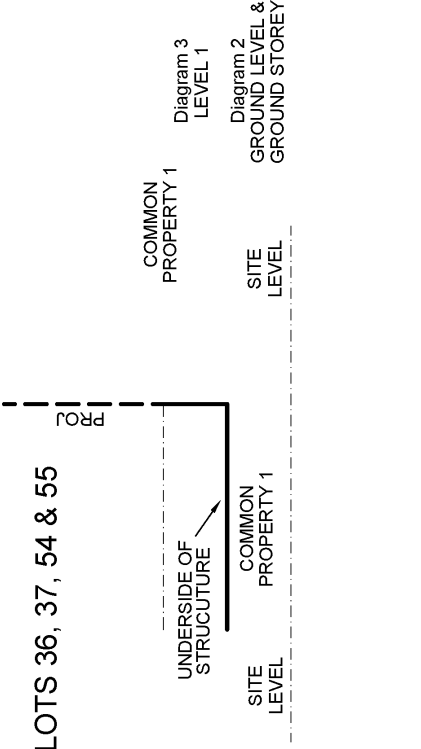
MARK PETER GREY / Version No. 4

PS749007J

LOTS 36, 37, 54 & 55



LOTS 36, 37, 54 & 55



TYPICAL CROSS SECTION B - B'

NOT TO SCALE

TYPICAL CROSS SECTION C - C'

NOT TO SCALE

COMMON PROPERTY 1		COMMON PROPERTY 2										COMMON PROPERTY 2											
109 PT	110 PT	109 PT	108 PT	107 PT	106 PT	105 PT	104 PT	103 PT	102 PT	101 PT	100 PT	CP2	101 PT	102 PT	103 PT	104 PT	105 PT	106 PT	107 PT	108 PT	109 PT	301 PT	
204 PT		303 PT		203 PT		302 PT		202 PT		103 PT		201 PT		102 PT		101 PT		100 PT		100 PT		301 PT	
104 PT		103 PT		103 PT		102 PT		102 PT		102 PT		101 PT		101 PT		101 PT		101 PT		101 PT		101 PT	
104 PT		103 PT		103 PT		102 PT		102 PT		102 PT		101 PT		101 PT		101 PT		101 PT		101 PT		101 PT	

CROSS SECTION D - D'

NOT TO SCALE



Urban Development | Built Environments | Infrastructure
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE 1:250
 Licensed Surveyor:

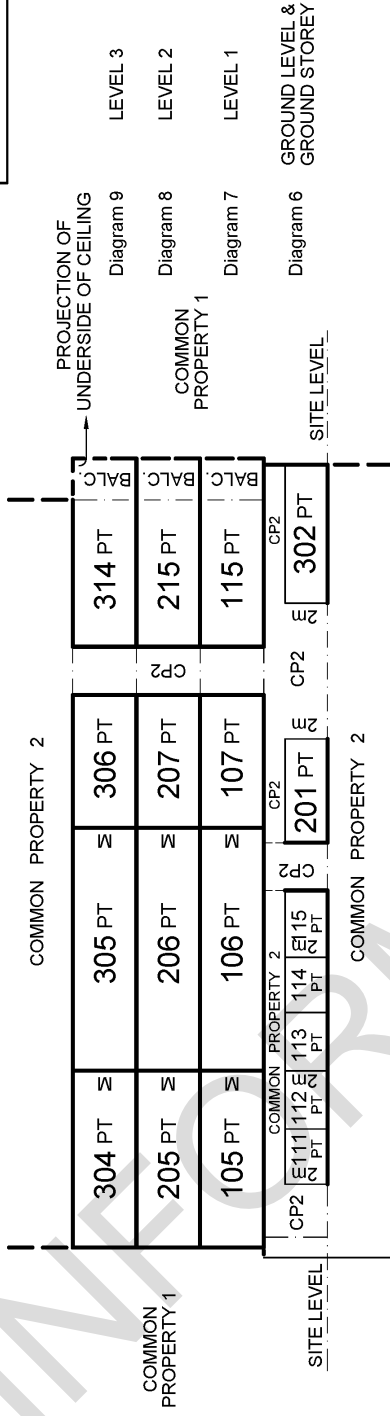
MARK PETER GREY / Version No. 4

2.5 0 2.5 5 7.5 10
 LENGTHS ARE IN METRES

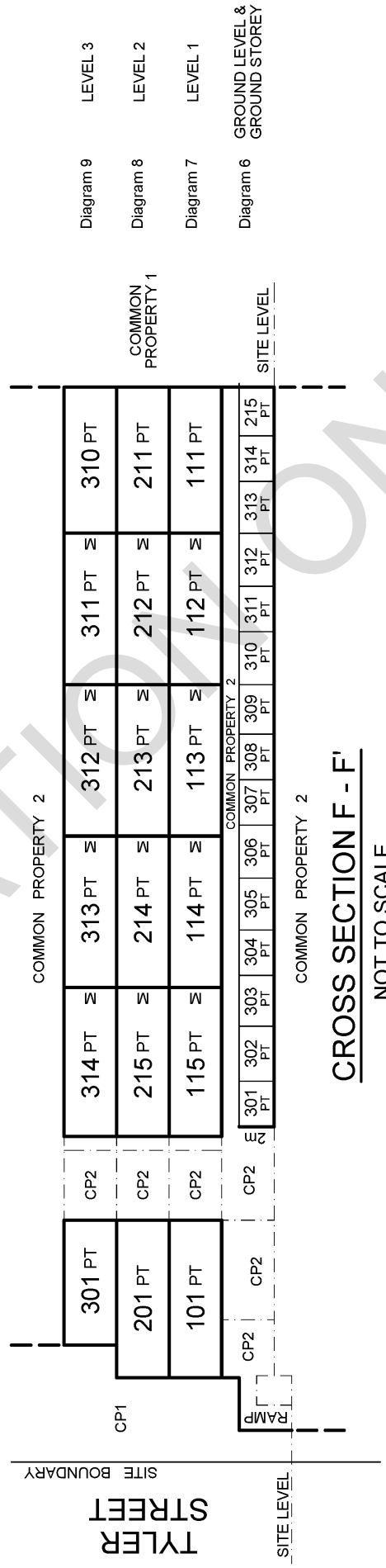
ORIGINAL SHEET SIZE: A3

Ref. 03036-S-C4 Ver. 4

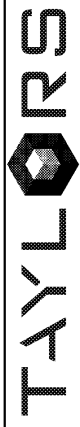
SHEET 19



CROSS SECTION E - E'
NOT TO SCALE



CROSS SECTION F - F'
NOT TO SCALE



Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

SCALE 1:250
Licensed Surveyor:
MARK PETER GREY / Version No. 4

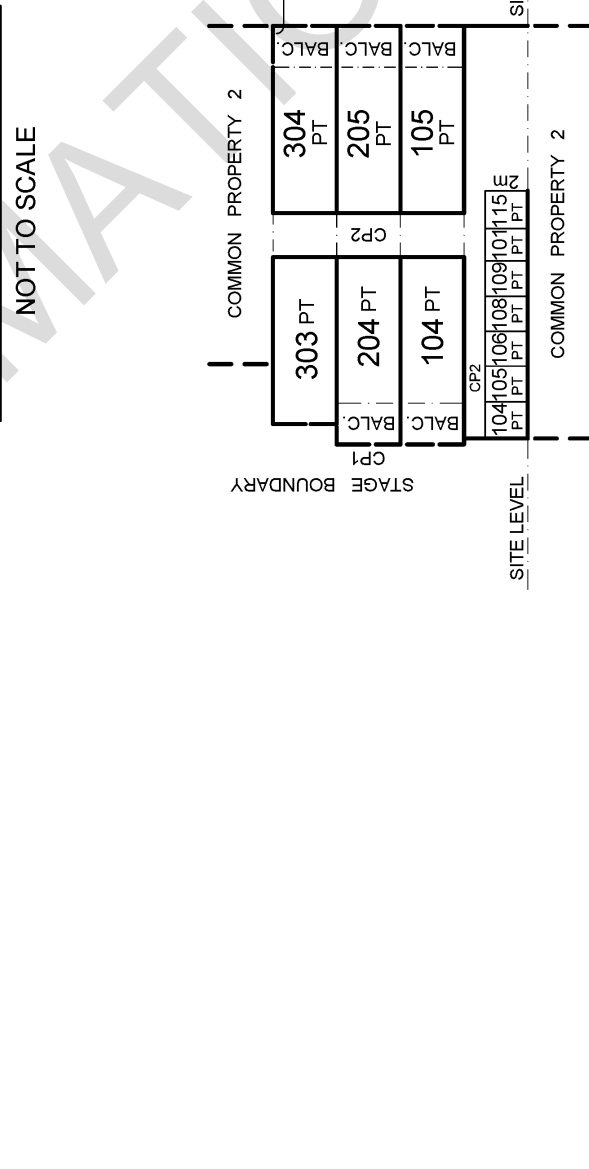
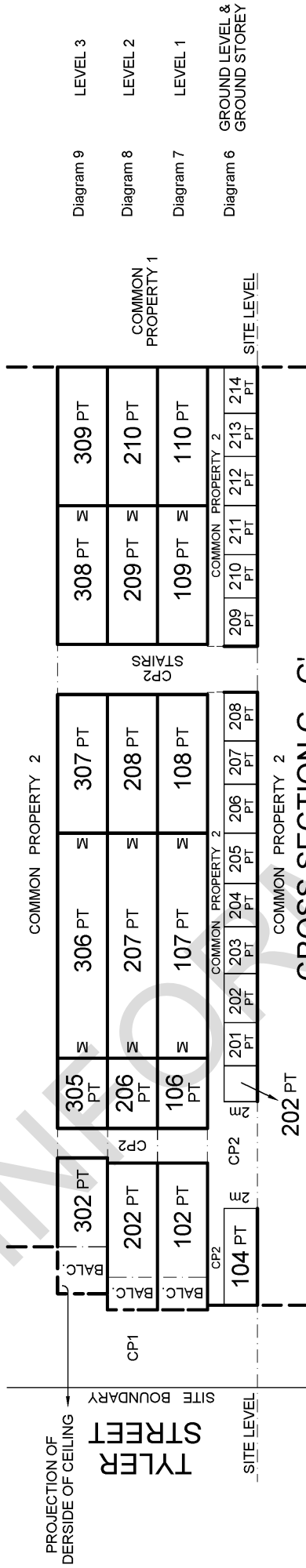
2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET SIZE: A3

Ref. 03036-S-C4 Ver. 4

SHEET 20

PS749007J



TAYLORS
Urban Development | Built Environments | Infrastructure
8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
Tel: 61 3 9501 2800 | Web: taylorstds.com.au

Licensed Surveyor:
MARK PETER GREY / Version No. 4

SCALE
1:250

2.5 0 2.5 5 7.5 10
LENGTHS ARE IN METRES

ORIGINAL SHEET
SIZE: A3

Ref. 03036-S-C4
Ver. 4

COMMON PROPERTY 2

COMMON PROPERTY 1



Department of Transport and Planning

Owners Corporation Search Report

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Produced: 01/04/2026 09:42:54 AM

**OWNERS CORPORATION 1
PLAN NO. PS749007J**

The land in PS749007J is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 1 - 63, 101 - 115, 201 - 215, 301 - 314.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

OFFICE G07 12 CATO STREET HAWTHORN EAST VIC 3123

OC046299K 10/12/2019

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. OC046367U 10/12/2019

Additional Owners Corporation Information:

OC046299K 10/12/2019

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 1	0	0
Common Property 2	0	0
Lot 1	126	126
Lot 2	118	118
Lot 3	118	118
Lot 4	127	127
Lot 5	128	128



Department of Transport and Planning

Owners Corporation Search Report

Produced: 01/04/2026 09:42:54 AM

OWNERS CORPORATION 1
PLAN NO. PS749007J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	118	118
Lot 7	118	118
Lot 8	127	127
Lot 9	127	127
Lot 10	125	125
Lot 11	125	125
Lot 12	128	128
Lot 13	128	128
Lot 14	125	125
Lot 15	125	125
Lot 16	125	125
Lot 17	160	160
Lot 18	134	134
Lot 19	126	126
Lot 20	125	125
Lot 21	117	117
Lot 22	116	116
Lot 23	126	126
Lot 24	125	125
Lot 25	117	117
Lot 26	116	116
Lot 27	124	124
Lot 28	135	135
Lot 29	108	108
Lot 30	108	108
Lot 31	112	112
Lot 32	112	112
Lot 33	112	112
Lot 34	112	112



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS749007J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 35	112	112
Lot 36	116	116
Lot 37	115	115
Lot 38	108	108
Lot 39	108	108
Lot 40	108	108
Lot 41	108	108
Lot 42	108	108
Lot 43	108	108
Lot 44	108	108
Lot 45	136	136
Lot 46	136	136
Lot 47	108	108
Lot 48	108	108
Lot 49	108	108
Lot 50	108	108
Lot 51	108	108
Lot 52	108	108
Lot 53	108	108
Lot 54	115	115
Lot 55	117	117
Lot 56	112	112
Lot 57	112	112
Lot 58	112	112
Lot 59	112	112
Lot 60	112	112
Lot 61	112	112
Lot 62	112	112
Lot 63	136	136



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS749007J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 101	73	73
Lot 102	69	69
Lot 103	69	69
Lot 104	70	70
Lot 105	71	71
Lot 106	77	77
Lot 107	79	79
Lot 108	69	69
Lot 109	69	69
Lot 110	71	71
Lot 111	71	71
Lot 112	69	69
Lot 113	69	69
Lot 114	69	69
Lot 115	69	69
Lot 201	75	75
Lot 202	71	71
Lot 203	71	71
Lot 204	72	72
Lot 205	74	74
Lot 206	78	78
Lot 207	81	81
Lot 208	71	71
Lot 209	71	71
Lot 210	74	74
Lot 211	73	73
Lot 212	71	71
Lot 213	71	71
Lot 214	71	71



Department of Transport and Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS749007J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 215	71	71
Lot 301	78	78
Lot 302	80	80
Lot 303	79	79
Lot 304	78	78
Lot 305	80	80
Lot 306	81	81
Lot 307	75	75
Lot 308	75	75
Lot 309	79	79
Lot 310	77	77
Lot 311	76	76
Lot 312	77	77
Lot 313	77	77
Lot 314	77	77
Total	10700.00	10700.00

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.



Department of Transport and Planning

Owners Corporation Search Report (Premium)

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OWNERS CORPORATION 1
PLAN NO. PS749007J

The land in PS749007J is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Properties 1, 2, Lots 1 - 63, 101 - 115, 201 - 215, 301 - 314.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

OFFICE G07 12 CATO STREET HAWTHORN EAST VIC 3123

OC046299K 10/12/2019

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. OC046367U 10/12/2019

Additional Owners Corporation Information:

OC046299K 10/12/2019

Notations:

Only the members of Owners Corporation 2 are entitled to use Common Property No. 2.

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Common Property 1	12172/814	0	0
Common Property 2	12569/811	0	0
Lot 1	12172/790	126	126
Lot 2	12172/791	118	118
Lot 3	12172/792	118	118
Lot 4	12172/793	127	127
Lot 5	12172/794	128	128
Lot 6	12172/795	118	118



Department of Transport and Planning

Owners Corporation Search Report (Premium)

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OWNERS CORPORATION 1
PLAN NO. PS749007J

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 7	12173/265	118	118
Lot 8	12173/266	127	127
Lot 9	12173/267	127	127
Lot 10	12173/268	125	125
Lot 11	12173/269	125	125
Lot 12	12173/270	128	128
Lot 13	12208/735	128	128
Lot 14	12208/736	125	125
Lot 15	12208/737	125	125
Lot 16	12208/738	125	125
Lot 17	12208/739	160	160
Lot 18	12208/740	134	134
Lot 19	12208/741	126	126
Lot 20	12208/742	125	125
Lot 21	12208/743	117	117
Lot 22	12208/744	116	116
Lot 23	12208/745	126	126
Lot 24	12208/746	125	125
Lot 25	12208/747	117	117
Lot 26	12208/748	116	116
Lot 27	12208/749	124	124
Lot 28	12173/271	135	135
Lot 29	12173/272	108	108
Lot 30	12173/273	108	108
Lot 31	12173/274	112	112
Lot 32	12173/275	112	112
Lot 33	12173/276	112	112
Lot 34	12173/277	112	112
Lot 35	12173/278	112	112



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Owners Corporation Search Report (Premium)

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OWNERS CORPORATION 1
PLAN NO. PS749007J

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 36	12173/279	116	116
Lot 37	12173/280	115	115
Lot 38	12173/281	108	108
Lot 39	12173/282	108	108
Lot 40	12173/283	108	108
Lot 41	12173/284	108	108
Lot 42	12173/285	108	108
Lot 43	12173/286	108	108
Lot 44	12173/287	108	108
Lot 45	12173/288	136	136
Lot 46	12172/796	136	136
Lot 47	12172/797	108	108
Lot 48	12172/798	108	108
Lot 49	12172/799	108	108
Lot 50	12172/800	108	108
Lot 51	12172/801	108	108
Lot 52	12172/802	108	108
Lot 53	12172/803	108	108
Lot 54	12172/804	115	115
Lot 55	12172/805	117	117
Lot 56	12172/806	112	112
Lot 57	12172/807	112	112
Lot 58	12172/808	112	112
Lot 59	12172/809	112	112
Lot 60	12172/810	112	112
Lot 61	12172/811	112	112
Lot 62	12172/812	112	112
Lot 63	12172/813	136	136
Lot 101	12569/767	73	73



Department of Transport and Planning

Owners Corporation Search Report (Premium)

Produced: 01/04/2026 09:42:55 AM

OWNERS CORPORATION 1
PLAN NO. PS749007J

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 102	12569/768	69	69
Lot 103	12569/769	69	69
Lot 104	12569/770	70	70
Lot 105	12569/771	71	71
Lot 106	12569/772	77	77
Lot 107	12569/773	79	79
Lot 108	12569/774	69	69
Lot 109	12569/775	69	69
Lot 110	12569/776	71	71
Lot 111	12569/777	71	71
Lot 112	12569/778	69	69
Lot 113	12569/779	69	69
Lot 114	12569/780	69	69
Lot 115	12569/781	69	69
Lot 201	12569/782	75	75
Lot 202	12569/783	71	71
Lot 203	12569/784	71	71
Lot 204	12569/785	72	72
Lot 205	12569/786	74	74
Lot 206	12569/787	78	78
Lot 207	12569/788	81	81
Lot 208	12569/789	71	71
Lot 209	12569/790	71	71
Lot 210	12569/791	74	74
Lot 211	12569/792	73	73
Lot 212	12569/793	71	71
Lot 213	12569/794	71	71
Lot 214	12569/795	71	71
Lot 215	12569/796	71	71



Department of Transport and Planning

Owners Corporation Search Report (Premium)

Produced: 01/04/2026 09:42:55 AM

OWNERS CORPORATION 1
PLAN NO. PS749007J

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 301	12569/797	78	78
Lot 302	12569/798	80	80
Lot 303	12569/799	79	79
Lot 304	12569/800	78	78
Lot 305	12569/801	80	80
Lot 306	12569/802	81	81
Lot 307	12569/803	75	75
Lot 308	12569/804	75	75
Lot 309	12569/805	79	79
Lot 310	12569/806	77	77
Lot 311	12569/807	76	76
Lot 312	12569/808	77	77
Lot 313	12569/809	77	77
Lot 314	12569/810	77	77
Total		10700.00	10700.00

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.



Department of Transport and Planning

Owners Corporation Search Report

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Produced: 01/04/2026 09:42:58 AM

OWNERS CORPORATION 2
PLAN NO. PS749007J

The land in PS749007J is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 101 - 115, 201 - 215, 301 - 314.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

80 TYLER STREET RESERVOIR VIC 3066

PS749007J/S4 02/09/2024

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. OC059694F 02/09/2024

Additional Owners Corporation Information:

PS749007J/S4 02/09/2024

Notations:

Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Common Property 2	0	0
Lot 101	73	73
Lot 102	69	69
Lot 103	69	69
Lot 104	70	70
Lot 105	71	71



Department of Transport and Planning

Owners Corporation Search Report

Produced: 01/04/2026 09:42:58 AM

OWNERS CORPORATION 2
PLAN NO. PS749007J

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 106	77	77
Lot 107	79	79
Lot 108	69	69
Lot 109	69	69
Lot 110	71	71
Lot 111	71	71
Lot 112	69	69
Lot 113	69	69
Lot 114	69	69
Lot 115	69	69
Lot 201	75	75
Lot 202	71	71
Lot 203	71	71
Lot 204	72	72
Lot 205	74	74
Lot 206	78	78
Lot 207	81	81
Lot 208	71	71
Lot 209	71	71
Lot 210	74	74
Lot 211	73	73
Lot 212	71	71
Lot 213	71	71
Lot 214	71	71
Lot 215	71	71
Lot 301	78	78
Lot 302	80	80
Lot 303	79	79
Lot 304	78	78



Department of Transport and Planning

Owners Corporation Search Report

Produced: 01/04/2026 09:42:58 AM

**OWNERS CORPORATION 2
PLAN NO. PS749007J**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 305	80	80
Lot 306	81	81
Lot 307	75	75
Lot 308	75	75
Lot 309	79	79
Lot 310	77	77
Lot 311	76	76
Lot 312	77	77
Lot 313	77	77
Lot 314	77	77
Total	3248.00	3248.00

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.



Department of Transport and Planning

Owners Corporation Search Report (Premium)

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Produced: 01/04/2026 09:42:59 AM

OWNERS CORPORATION 2
PLAN NO. PS749007J

The land in PS749007J is affected by 2 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 2, Lots 101 - 115, 201 - 215, 301 - 314.

Limitations on Owners Corporation:

Limited to Common Property

Postal Address for Services of Notices:

80 TYLER STREET RESERVOIR VIC 3066

PS749007J/S4 02/09/2024

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. OC059694F 02/09/2024

Additional Owners Corporation Information:

PS749007J/S4 02/09/2024

Notations:

Members of Owners Corporation 2 are also affected by Owners Corporation 1. Folio of the Register for Common Property No. 2 is in the name of Owners Corporation 1.

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Common Property 2	12569/811	0	0
Lot 101	12569/767	73	73
Lot 102	12569/768	69	69
Lot 103	12569/769	69	69
Lot 104	12569/770	70	70
Lot 105	12569/771	71	71
Lot 106	12569/772	77	77



Department of Transport and Planning

Owners Corporation Search Report (Premium)

Produced: 01/04/2026 09:42:59 AM

OWNERS CORPORATION 2
PLAN NO. PS749007J

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 107	12569/773	79	79
Lot 108	12569/774	69	69
Lot 109	12569/775	69	69
Lot 110	12569/776	71	71
Lot 111	12569/777	71	71
Lot 112	12569/778	69	69
Lot 113	12569/779	69	69
Lot 114	12569/780	69	69
Lot 115	12569/781	69	69
Lot 201	12569/782	75	75
Lot 202	12569/783	71	71
Lot 203	12569/784	71	71
Lot 204	12569/785	72	72
Lot 205	12569/786	74	74
Lot 206	12569/787	78	78
Lot 207	12569/788	81	81
Lot 208	12569/789	71	71
Lot 209	12569/790	71	71
Lot 210	12569/791	74	74
Lot 211	12569/792	73	73
Lot 212	12569/793	71	71
Lot 213	12569/794	71	71
Lot 214	12569/795	71	71
Lot 215	12569/796	71	71
Lot 301	12569/797	78	78
Lot 302	12569/798	80	80
Lot 303	12569/799	79	79
Lot 304	12569/800	78	78
Lot 305	12569/801	80	80



Department of Transport and Planning

Owners Corporation Search Report (Premium)

Produced: 01/04/2026 09:42:59 AM

**OWNERS CORPORATION 2
PLAN NO. PS749007J**

Entitlement and Liability:

Land Parcel	Folio References	Entitlement	Liability
Lot 306	12569/802	81	81
Lot 307	12569/803	75	75
Lot 308	12569/804	75	75
Lot 309	12569/805	79	79
Lot 310	12569/806	77	77
Lot 311	12569/807	76	76
Lot 312	12569/808	77	77
Lot 313	12569/809	77	77
Lot 314	12569/810	77	77
Total		3248.00	3248.00

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.

Property Clearance Certificate

Land Tax



INFOTRACK / RYANS LAW OFFICES

Your Reference: 26/85
Certificate No: 98717287
Issue Date: 16 APR 2026
Enquiries: ESYSPROD

Land Address: UNIT 3, 82 TYLER STREET RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46833346	30	749007	12173	273	\$0.00

Vendor: CAROLINE NGUYEN & KEVIN MINH PHUO NGUYEN

Purchaser: FOR INFORMATION PURPOSES

Current Land Tax	Year Taxable Value (SV)	Proportional Tax	Penalty/Interest	Total
MR KEVIN MINH PHUONG NGUYEN	2026	\$100,000	\$0.00	\$0.00

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


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

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


Paul Broderick
Commissioner of State Revenue

CAPITAL IMPROVED VALUE (CIV): \$660,000

SITE VALUE (SV): \$100,000

CURRENT LAND TAX AND VACANT RESIDENTIAL LAND TAX CHARGE: \$0.00

Notes to Certificate - Land Tax

Certificate No: 98717287

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 = \$100,000

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

VACANT RESIDENTIAL LAND TAX CALCULATION

Vacant Residential Land Tax = \$6,600.00

Taxable Value = \$660,000

Calculated as \$660,000 multiplied by 1.000%.

Land Tax - Payment Options

BPAY



Billers Code: 5249
Ref: 98717287

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: 98717287

Visa or Mastercard

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

sro.vic.gov.au/paylandtax

Property Clearance Certificate

Commercial and Industrial Property Tax



INFOTRACK / RYANS LAW OFFICES

Your Reference:	26/85
Certificate No:	98717287
Issue Date:	16 APR 2026
Enquires:	ESYSPROD

Land Address: UNIT 3, 82 TYLER STREET RESERVOIR VIC 3073

Land Id	Lot	Plan	Volume	Folio	Tax Payable
46833346	30	749007	12173	273	\$0.00
AVPCC	Date of entry into reform	Entry interest	Date land becomes CIPT taxable land	Comment	
121.4	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:	\$660,000
SITE VALUE:	\$100,000
CURRENT CIPT CHARGE:	\$0.00

Notes to Certificate - Commercial and Industrial Property Tax

Certificate No: 98717287

Power to issue Certificate

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

Amount shown on Certificate

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

Australian Valuation Property Classification Code (AVPCC)

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

Commercial and industrial property tax information

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

Change of use of tax reform scheme land

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

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

Commercial and industrial property tax is a first charge on land

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

Information for the purchaser

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

Information for the vendor

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

Passing on commercial and industrial property tax to a purchaser

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

General information

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

Property Clearance Certificate

Windfall Gains Tax



INFOTRACK / RYANS LAW OFFICES

Your Reference:	26/85
Certificate No:	98717287
Issue Date:	16 APR 2026

Land Address: UNIT 3, 82 TYLER STREET RESERVOIR VIC 3073

Lot	Plan	Volume	Folio
30	749007	12173	273

Vendor: CAROLINE NGUYEN & KEVIN MINH PHUO NGUYEN

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: 98717287

Power to issue Certificate

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

Amount shown on Certificate

2. The Certificate shows in respect of the land described in the Certificate:
 - Windfall gains tax that is due and unpaid, including any penalty tax and interest
 - Windfall gains tax that is deferred, including any accrued deferral interest
 - Windfall gains tax that has been assessed but is not yet due
 - Windfall gains tax that has not yet been assessed (i.e. a WGT event has occurred that rezones the land but any windfall gains tax on the land is yet to be assessed)
 - Any other information that the Commissioner sees fit to include such as the amount of interest accruing per day in relation to any deferred windfall gains tax.

Windfall gains tax is a first charge on land

3. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, windfall gains tax, including any accrued interest on a deferral, is a first charge on the land to which it relates. This means it has priority over any other encumbrances on the land, such as a mortgage, and will continue as a charge even if ownership of the land is transferred. Therefore, a purchaser may become liable for any unpaid windfall gains tax.

Information for the purchaser

4. Pursuant to section 42 of the *Windfall Gains Tax Act 2021*, if a bona fide purchaser for value of land applies for and obtains a Certificate in respect of the land, the maximum amount recoverable from the purchaser by the Commissioner is the amount set out in the certificate, described as the "Current Windfall Gains Tax Charge" overleaf.
5. If the certificate states that a windfall gains tax is yet to be assessed, note 4 does not apply.
6. A purchaser cannot rely on a Certificate obtained by the vendor.

Information for the vendor

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

Passing on windfall gains tax to a purchaser

8. A vendor is prohibited from passing on a windfall gains tax liability to a purchaser where the liability has been assessed under a notice of assessment as at the date of the contract of sale of land or option agreement. This prohibition does not apply to a contract of sale entered into before 1 January 2024, or a contract of sale of land entered into on or after 1 January 2024 pursuant to the exercise of an option granted before 1 January 2024.

General information

9. A Certificate showing no liability for the land does not mean that the land is exempt from windfall gains tax. It means that there is nothing to pay at the date of the Certificate.
10. An updated Certificate may be requested free of charge via our website, if:
 - The request is within 90 days of the original Certificate's issue date, and
 - There is no change to the parties involved in the transaction for which the Certificate was originally requested.
11. Where a windfall gains tax liability has been deferred, interest accrues daily on the deferred liability. The deferred interest shown overleaf is the amount of interest accrued to the date of issue of the certificate.

Windfall Gains Tax - Payment Options

BPAY



Billers Code: 416073
Ref: 98717283

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: 98717283

Visa or Mastercard

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

sro.vic.gov.au/payment-options

Important payment information

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

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

Certificate Number: 6162/2025
Darebin Reference Number: 83738.5

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001

LAND INFORMATION CERTIFICATE
SECTION 229 LOCAL GOVERNMENT ACT 1989

Date of Issue	08-Apr-2026
Assessment Number	83738.5
Applicant Reference	80178371-018-2:126369
Certificate Number	6162/2025
Property Location	3/82 Tyler Street RESERVOIR VIC 3073
Property Description	CT-12173/273 LOT 30 PS 749007 AVPCC 121.4 - Townhouse

This Certificate provides information regarding valuations, rates, charges, other moneys owing, and any orders or notices made under the Local Government Act, 1958, Local Government Act 1989 or under a Local Law or by law of the Council and specified flood level by the Council (if any).

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

The level of value date is 1-Jan-2025 and the date of operation of the valuation for this property is 01-July-2025.

Site Value	\$100,000
Capital Improved Value	\$660,000
Net Annual Value	\$33,000

Certificate Number: 6162/2025
Darebin Reference Number: 83738.5

Rates and charges levied for the period 01/07/2025 - 30/06/2026

Council uses Capital Improved Value for rating purposes at the following rate in the \$:

Residential	0.00181084	Residential Vacant Land	0.00543252
Business	0.00316897	Business Vacant Land	0.00724336
Vacant Retail Land	0.00724336	Mixed Use Land	0.00253517

Arrears to 30-Jun-2025	\$670.10
Arrears of Legal Fees	\$0.00
General Rates	\$1,195.15
Emergency Services Volunteers Fund	\$250.20
Environmental Charge	\$39.55
Interest on Current Rates to Date	\$31.85
Interest on Arrears to Date	\$50.45
Legal Costs	\$0.00
Lees State Government Pension Rebate	\$0.00
Less Council Concession	\$0.00
Less FSPL Rebate	\$0.00
Less Payments	\$0.00
Rates and Charges due:	\$2,237.30
Special Rates and Charges due:	\$0.00
Total due for property: 3/82 Tyler Street RESERVOIR VIC 3073	\$2,237.30

Pay settlements by:

- BPAY quoting Biller Code: **7831** and reference number **0837385**
To pay \$2,237.30
- Council's website by Visa or MasterCard visiting darebin.vic.gov.au
Reference number 837385 to pay \$2,237.30

To obtain a Land Information Certificate update please telephone 03 8470 8880 or email revenue@darebin.vic.gov.au with your certificate number and the property address.

Certificate Number: 6162/2025
Darebin Reference Number: 83738.5

General Information

Interest is charged on payments received after the due dates at a rate of 10% p.a. as set by the *Penalty Interest Rates Act 1983*.

Notice of Acquisitions should be sent to revenue@darebin.vic.gov.au

There are no Monies Owed Under Section 227 Of the *Local Government Act 1989*.

Confirmation of any variation to this certificate will only be given for 90 days after issue date. Payments made by cheque are subject to clearance from the bank.

Information in relation to any designated flood level may be obtained from Yarra Valley Water on Telephone number free call 1800 622 935.

Directions to clear properties under Darebin City Council General Local Law 2007, Part Two, Section 17, may be issued to owners of properties within the Municipality at all times throughout the year. Although there may be no charge shown on this Certificate, it is possible that a property related charge will exist by the settlement date.

This property may not be eligible to receive a Parking Permit for on street parking. Darebin Council introduced a Policy to manage on-street parking that came into effect on 20 December 2004. For properties developed before 2004, the number of permits a property is eligible for varies. Most new developments since then are NOT eligible for parking permits and would need to park on their property, and/or in line with any on-street parking restrictions.

The Policy is subject to Council review from time to time, and Council advises property purchasers to check the Policy. For further information please contact Customer Service on (03) 8470 8888 or visit www.darebin.vic.gov.au to view a copy of Council's Policy.

DISCLAIMER: Council will not be held liable for any verbal advice/update given in relation to this certificate or the property or properties to which this certificate relates.

It is recommended that applicants re-apply to ascertain correct amounts. Legal Charges are subject to variation as Council's Solicitors may advise our office of additional costs after a certificate has been issued.

Vendor Conveyancer note: If the vendor makes a payment after final figures are issued and puts the property in credit, it will be up to the vendor to contact Council to request a refund, this must be done prior to the end of that financial period as any credits from 1 July will be applied against the new year rates and become non-refundable.

Revenue Services
274 Gower Street, Preston Victoria 3072
Postal Address:
PO Box 91, Preston Victoria 3072



Certificate Number: 6162/2025
Darebin Reference Number: 83738.5

IMPORTANT INFORMATION RELATING TO THIS PROPERTY

I hereby certify that as at the date of this certificate the information given is a correct disclosure of the rates, other monies, and interest payable to Darebin City Council, together with details of any Notices or Orders on the land pursuant to the Local Government Acts and Local Laws.

Received the sum of \$30.60 being the fee for this certificate.

A handwritten signature in black ink, appearing to read "Yvonne Condello".

Yvonne Condello
REVENUE SERVICES COORDINATOR

INFORMATION ONLY

14 April 2026

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001



Dear Sir/ Madam,

RE: 3/82 TYLER STREET RESERVOIR VIC 3073

I write in reply to your recent application requesting Building related information pursuant to Regulation 51(1). I wish to advise that a search of Council's Building Records reveals the following information:-

1. Building Permits or certificate of final inspection issued in the past 10 years:

PBS Permit No: 14716/2016026/2 CTH **Type of Permit:** Building Permit
Reference No: 60659/2020/2 **Issue Date:** 18 December 2018

Construction of Town Houses and 3 Apartment Buildings.

Stage 2: Construction of footings and civil works at ground level for apartments 28-62 that share a common ground level carpark area

Certificate of Final Inspection **Date Issued:** 9 December 2019

Relevant Building Surveyor: Dean Giammarino

PBS Permit No: 14716/2016026/3 **Type of Permit:** Building Permit
Reference No: 60659/2020/3 **Issue Date:** 14 February 2019

Construction of Town Houses and 3 Apartment Buildings.

Stage 3: Construction of Structural Frame Work for the two storey low rise apartment Buildings: Apartments 28-62

Certificate of Final Inspection **Date Issued:** 18 December 2019

Relevant Building Surveyor: Dean Giammarino

PBS Permit No: 14716/2016026/4 **Type of Permit:** Building Permit
Reference No: 60659/2020/4 **Issue Date:** 21 June 2019

Construction of Town Houses and 3 Apartment Buildings.

Stage 4: Construction of Architectural Fitout and Remainder of Works post structural re two storey low rise apartment buildings - apartments 28-62

Darebin City Council
ABN 75 815 980 522

Postal Address
PO Box 91
Preston VIC 3072
T 03 8470 8888
darebin.vic.gov.au

National Relay Service
TTY dial 133 677
or Speak & Listen
1300 555 727 or
iprelay.com.au
then enter
03 8470 8888

Speak your language
T 03 8470 8470
العربية
繁體中文
Ελληνικά
हिंदी
Italiano
Македонски
Soomalii
Tiếng Việt

Occupancy Permit Certificate (Apartments 28-45/80 Tyler Street)

Date Issued: 6 March 2020

Occupancy Permit Certificate (1-6/10 Crevelli Street, 1-9/86 Tyler Street, 2A,2B,4A,4B,6A,6B,8A,8B, Crevelli Street)

Date Issued: 9 December 2019

Occupancy Permit Certificate (1-9/90 Tyler Street)

Date Issued: 17 February 2020

Relevant Building Surveyor: Dean Giammarino 0408 577 643

2. **Council records show that there are no Building Notices &/or Orders on this property.**

3. Council Records indicate that there are no current determination made under regulation 64(1) and no exemption granted under regulation 231(2).

Important information for the attention of vendors and purchasers. As some Council records may be incomplete, applicants should undertake their own enquiries. Should applicants become aware of any discrepancies please contact Council's Building Services Department on 8470 8899.

Darebin City Council has a Development Contributions Plan Overlay (DCP) which requires a levy on new development. You may be liable to pay a development contribution to Council to help fund important local community infrastructure **if you construct additional dwellings on the land and/or additional floor area as part of a non-residential development.**

Further information can be found at:

<https://yoursay.darebin.vic.gov.au/darebindcp>

Yours faithfully,



Leo Parente

Municipal Building Surveyor

Ph: 8470 8899

email: building@darebin.vic.gov.au

Ref. No: 80178371-019-9:126367

PLEASE NOTE:

- The above details are current as of the date of application for property information. This response is provided based on the information and address details provided in your application. Council is not responsible if particulars provided on application are incorrect. It is the responsibility of the applicant to confirm property address status. Addresses may change as a result land/property subdivision or developments status (ie. Units). You can contact Council's Revenue Department 8470 8880 regarding any address detail concerns you may have.
- Town Planning Approvals:
Separate advice should be sought from Council's Statutory Planning Department regarding planning approvals issued for the land. You can contact Council's planning department on 8470 8850.

INFORMATION ONLY

Property Information Regulation 51/2
Reference No.: 80178371-021-2:126368
landata.online@servictoria.com.au

10 April 2026

Landata Counter Services
GPO BOX 527
MELBOURNE VIC 3001

Dear Sir/Madam,

RE: 3/82 Tyler Street RESERVOIR VIC 3073

With respect to your request for Property Information under Regulation 51(2) of the Building Regulations 2018, the following information is provided:

* Designated Flood Area (Reg.153 based on 1998 data)	NO
* Designated Land or Works (Regulation 154)	NO
* Termite Risk Area (Regulation 150)	NO
* Designated Alpine Area (Reg 152)	NO
* Designated Bushfire Prone Area (Reg 156)	NO

Darebin City Council has a Development Contributions Plan Overlay (DCP) which requires a levy on new development. You may be liable to pay a development contribution to Council to help fund important local community infrastructure **if you construct additional dwellings on the land and/or additional floor area as part of a non-residential development.**

Further information can be found at: <https://yoursay.darebin.vic.gov.au/darebindcp>

* **Note:** Town Planning Approvals.

Separate advice should be sought from Council's Statutory Planning Department regarding planning approvals issued for the land (8470 8850).

Yours faithfully



Leo Parente
Municipal Building Surveyor
City of Darebin
Ph: 8470 8899
email: building@darebin.vic.gov.au

Darebin City Council
ABN 75 815 980 522

Postal Address
PO Box 91
Preston VIC 3072
T 03 8470 8888
darebin.vic.gov.au

National Relay Service
TTY dial 133 677
or Speak & Listen
1300 555 727 or
iprelay.com.au
then enter
03 8470 8888

Speak your language
T 03 8470 8470

العربية
繁體中文
Ελληνικά
हिंदी

Italiano
Македонски
Soomalii
Tiếng Việt

8th April 2026

Ryans Law Offices C/- InfoTrack (Smokeball) C/- LA
LANDATA

Dear Ryans Law Offices C/- InfoTrack (Smokeball) C/- LA,

RE: Application for Water Information Statement

Property Address:	3/82 TYLER STREET RESERVOIR 3073
Applicant	Ryans Law Offices C/- InfoTrack (Smokeball) C/- LA LANDATA
Information Statement	31025324
Conveyancing Account Number	7959580000
Your Reference	402619

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

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

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

Yours sincerely,



Lisa Anelli
GENERAL MANAGER
RETAIL SERVICES

Yarra Valley Water Property Information Statement

Property Address	3/82 TYLER STREET RESERVOIR 3073
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

THE FOLLOWING INFORMATION RELATES TO SECTION 158(3)

Existing sewer mains will be shown on the Asset Plan.

THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

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

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

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

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

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

Melbourne Water Property Information Statement

Property Address	3/82 TYLER STREET RESERVOIR 3073
------------------	----------------------------------

STATEMENT UNDER SECTION 158 WATER ACT 1989

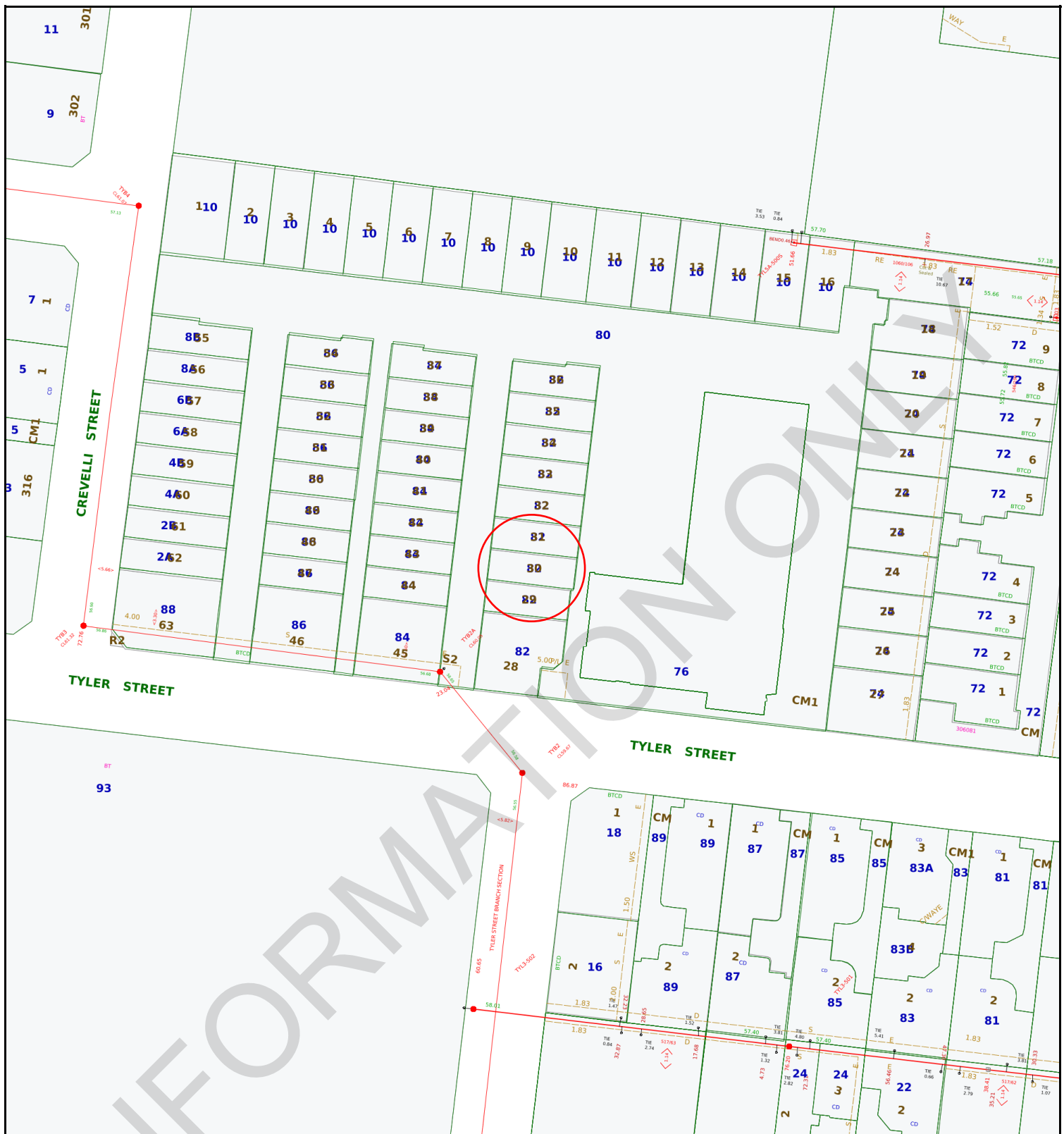
THE FOLLOWING INFORMATION RELATES TO SECTION 158(4)

Melbourne Water provides main drainage services to this property, consistent with the standards that applied at the time the Melbourne Water drainage system was constructed. In the event of a storm exceeding the design capacity of the underground drain/open drain, this property will be affected by overland flows. The estimated flood level for this property that has a probability of 1% in any one year is RL60.87 metres to Australian Height Datum (AHD). A licensed surveyor should be engaged to determine the exact effect of the applicable flood level on the property. For any further information contact Melbourne Water on 9679 7517

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: 31025324**

Address	3/82 TYLER STREET RESERVOIR 3073
Date	08/04/2026
Scale	1:1000



Yarra Valley Water
ABN 93 066 902 501

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

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

Ryans Law Offices C/- InfoTrack (Smokeball) C/- LA
LANDATA
certificates@landata.vic.gov.au

RATES CERTIFICATE

Account No: 7068530615
Rate Certificate No: 31025324

Date of Issue: 08/04/2026
Your Ref: 402619

With reference to your request for details regarding:

Property Address	Lot & Plan	Property Number	Property Type
UNIT 3/82 TYLER ST, RESERVOIR VIC 3073	30\PS749007	5180319	Residential

Agreement Type	Period	Charges	Outstanding
Residential Water Service Charge	01-04-2026 to 30-06-2026	\$21.04	\$21.04
Residential Sewer Service Charge	01-04-2026 to 30-06-2026	\$121.26	\$121.26
Parks Fee	01-04-2026 to 30-06-2026	\$22.39	\$22.39
Drainage Fee	01-04-2026 to 30-06-2026	\$31.16	\$31.16
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			\$193.68
Total for This Property			\$389.53



GENERAL MANAGER
RETAIL SERVICES

Note:

- From 1 July 2023, the Parks Fee has been charged quarterly instead of annually.
- From 1 July 2023, for properties that have water and sewer services, the Residential Water and Sewer Usage charge replaces the Residential Water Usage and Residential Sewer Usage charges.
- This statement details all tariffs, charges, and penalties due and payable to Yarra Valley Water as of the date of this statement and includes tariffs and charges (other than for usage charges yet to be billed) which are due and payable to the end of the current financial quarter.
- All outstanding debts are due to be paid to Yarra Valley Water at settlement. Any debts that are unpaid at settlement will carry over onto the purchaser's first quarterly account and follow normal credit and collection activities - pursuant to section 275 of the Water Act 1989.

5. If the total due displays a (-\$ cr), this means the account is in credit. Credit amounts will be transferred to the purchaser's account at settlement.
6. Yarra Valley Water provides information in this Rates Certificate relating to waterways and drainage as an agent for Melbourne Water and relating to parks as an agent for Parks Victoria - pursuant to section 158 of the Water Act 1989.
7. The charges on this rates certificate are calculated and valid at the date of issue. To obtain up-to-date financial information, please order a Rates Settlement Statement prior to settlement.
8. From 01/07/2025, Residential Water Usage is billed using the following step pricing system: 266.61 cents per kilolitre for the first 44 kilolitres; 340.78 cents per kilolitre for 44-88 kilolitres and 504.86 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for properties with water service only.
9. From 01/07/2025, Residential Water and Sewer Usage is billed using the following step pricing system: 357.24 cents per kilolitre for the first 44 kilolitres; 468.71 cents per kilolitre for 44-88 kilolitres and 544.56 cents per kilolitre for anything more than 88 kilolitres. From 1 July 2023, this charge is applicable for residential properties with both water and sewer services.
10. From 01/07/2025, Residential Recycled Water Usage is billed 196.81 cents per kilolitre.
11. From 01/07/2022 up to 30/06/2023, Residential Sewer Usage was calculated using the following equation: Water Usage (kl) x Seasonal Factor x Discharge Factor x Price (/kl) 1.1540 per kilolitre. From 1 July 2023, this charge will no longer be applicable for residential customers with both water and sewer services.
12. The property is a serviced property with respect to all the services, for which charges are listed in the Statement of Fees above.

INFORMATION

Property No: 5180319

Address: UNIT 3/82 TYLER ST, RESERVOIR VIC 3073

Water Information Statement Number: 31025324

HOW TO PAY



Billers Code: 314567
Ref: 70685306152

**Amount
Paid**

**Date
Paid**

**Receipt
Number**

PLANNING CERTIFICATE

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

CERTIFICATE REFERENCE NUMBER

1243543

APPLICANT'S NAME & ADDRESS

RYANS LAW OFFICES C/- INFOTRACK (SMOKEBALL) C/-
LANDATA

MELBOURNE

VENDOR

NGUYEN, KEVIN MINH PHUO

PURCHASER

NOT KNOWN, NOT KNOWN

REFERENCE

402619

This certificate is issued for:

LOT 30 PLAN PS749007 ALSO KNOWN AS 3/82 TYLER STREET RESERVOIR
DAREBIN CITY

The land is covered by the:

DAREBIN PLANNING SCHEME

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

The land:

- is included in a RESIDENTIAL GROWTH ZONE - SCHEDULE 1
- is within a DEVELOPMENT CONTRIBUTIONS PLAN OVERLAY - SCHEDULE 1
- and a DESIGN AND DEVELOPMENT OVERLAY - SCHEDULE 19

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

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

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

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

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

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

LANDATA@

T: (03) 9102 0402

E: landata.enquiries@servictoria.com.au

08 April 2026

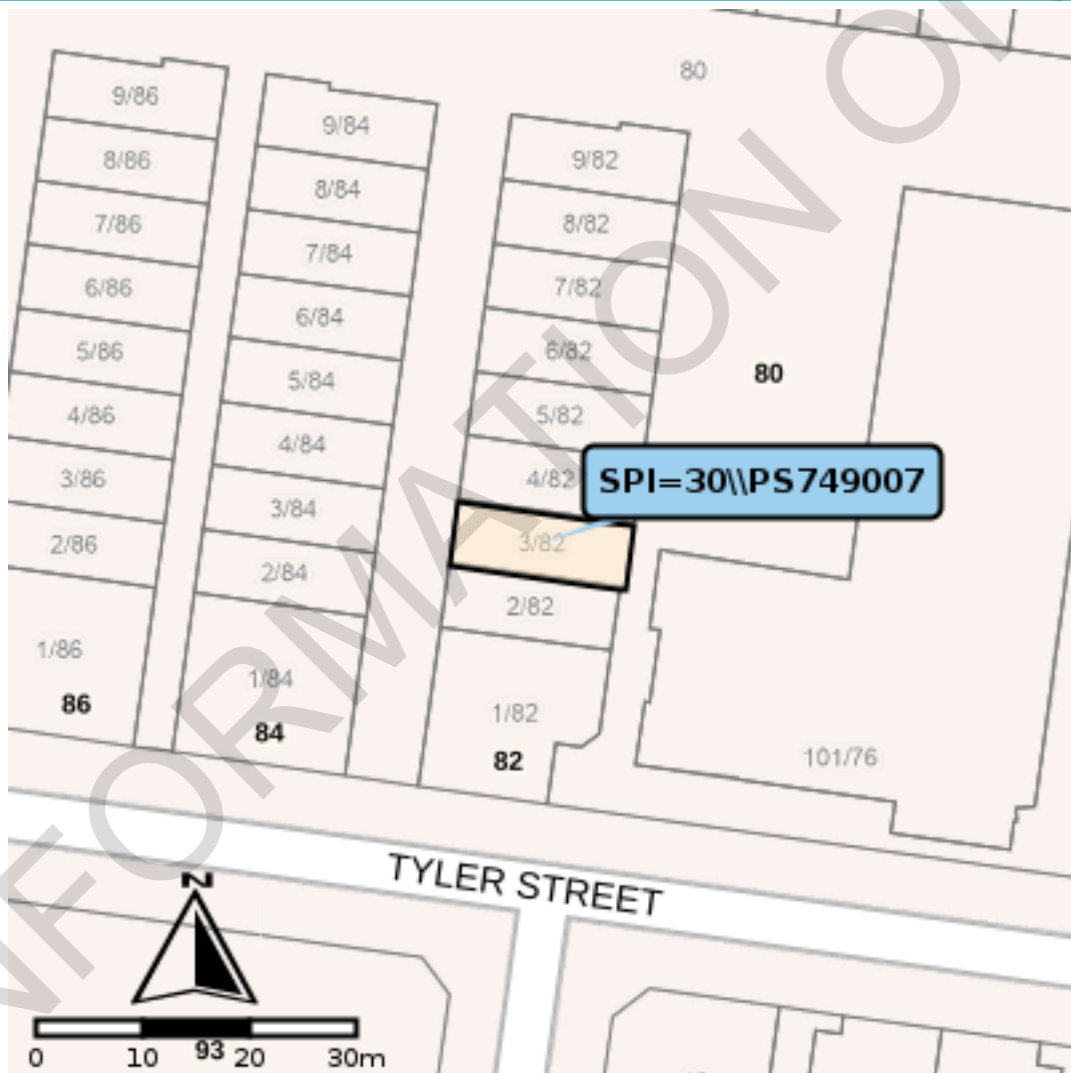
Sonya Kilkeny
Minister for Planning

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

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

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

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



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

Choose the authoritative Planning Certificate

Why rely on anything less?

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

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

Privacy Statement

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

ROADS PROPERTY CERTIFICATE

The search results are as follows:

Ryans Law Offices C/- InfoTrack (Smokeball)
135 King Street
SYDNEY 2000
AUSTRALIA

Client Reference: 402619

NO PROPOSALS. As at the 8th April 2026, VicRoads has no approved proposals requiring any part of the property described in your application. You are advised to check your local Council planning scheme regarding land use zoning of the property and surrounding area.

This certificate was prepared solely on the basis of the Applicant-supplied address described below, and electronically delivered by LANDATA®.

Unit 3 82 TYLER STREET, RESERVOIR 3073
CITY OF DAREBIN

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

Date of issue: 8th April 2026

LOTSEARCH REFERENCE
LS129775 BR

REPORT DATE
08 Apr 2026 14:18:44

CLIENT ID
191061668

ADDRESS
3/82 TYLER STREET, RESERVOIR
VIC 3073

SITE AREA
99m²

COUNCIL
Darebin City



LOTSEARCH
ENVIRONMENTAL

LOT/PLAN
Lot 30, PS749007

Bushfire Risk Search

Disclaimer:

The purpose of this report is to provide a summary of publicly available bushfire information affecting the site as defined by the boundary shown on the maps within this report.

You understand that Lotsearch has defined the site boundary by reference to information supplied in the order.

You accept that Lotsearch may amend some of the information supplied in the order to identify the relevant site for the report.

The report is not a substitute for an on-site inspection or review of other available reports and records.

The report is not intended to be, and should not be taken to be, a rating or assessment of bushfire risk at the site or the desirability or market value of the property or its features.

You should obtain independent advice from a suitably qualified consultant or advisor before you make any decision based on the information within the report.

A link to the detailed terms applicable to the use of this report is available at the end of this report.

Natural hazard reporting and mapping by public authorities is constantly changing. This report is based on data listed in Report Datasets and reflects a point in time position based on the datasets supplied on the dates given in the report. Report content may change over time. You should always seek an up-to-date report before relying on any of the content.



Bushfire Risk Search

Bushfire Risk Summary

Bushfire is a major natural hazard in many parts of Australia. The existence of bushfire hazards at a site could have a range of potential site impacts, including:

- how land can be used or developed;
- requirements under planning and building regulations;
- availability and cost of insurance; and
- threats to human safety and biodiversity values.

This report provides information on the potential bushfire hazard for a site and its surrounding area. It can be used to assist with understanding bushfire risk. The search results are based upon the data supplied on the dates given in the 'Report Datasets' section of this report.



Bushfire Prone Areas

Is this site in a designated Bushfire Prone Area?

No

The nearest Bushfire Prone Area is over 500m from this site.



Bushfire History

Does the bushfire history data indicate that a bushfire has previously burnt this site?

No

The nearest recorded bushfire was over 500m from this site.

Next Steps

Additional planning requirements may apply for development that is on land designated as Bushfire Prone. Refer to the 'Further Information' section of this report for an explanation of the hazard area and links to important resources. You should consult a suitably qualified consultant or advisor for specific information about how the bushfire hazard(s) presented in this report affect your particular circumstances.

LOTSEARCH REFERENCE
LS129775 BR

REPORT DATE
08 Apr 2026 14:18:44

CLIENT ID
191061668

ADDRESS
3/82 TYLER STREET, RESERVOIR VIC
3073

SITE AREA
99m²

COUNCIL
Darebin City

LOT/PLAN
Lot 30, PS749007

CUSTOMER SUPPORT

support@lotsearch.com.au

+61 (02) 8287 0680

lotsearch.com.au



LOTSEARCH

ENVIRONMENTAL

Bushfire Risk Search

Further Information

What are Bushfire Prone Areas?

In Victoria, a Bushfire Prone Area (BPA) is an area where bushfire hazard has been identified and mapped under the *Building Act 1993* (Vic). Properties located in a designated BPA are subject to specific building regulation requirements, including building to a national bushfire construction standard (Building Code of Australia).

What is the Bushfire Management Overlay?

The Bushfire Management Overlay (BMO) is a planning control at Clause 44.06 of the Victoria Planning Provisions, in the Planning Scheme. It applies to land with very high and extreme bushfire hazards. All areas where the BMO applies are also designated BPAs. A planning permit is required for some types of development to ensure bushfire risk is considered and bushfire protection measures are in place.

Further Resources for Bushfire Prone Areas and the Bushfire Management Overlay

Please consult your local planning scheme and the following links for further information:

- [Bushfire controls and preparing your property](#)
- [Clause 44.06 of the Victorian Planning Provisions](#)

Bushfire Preparation and Survival Resources

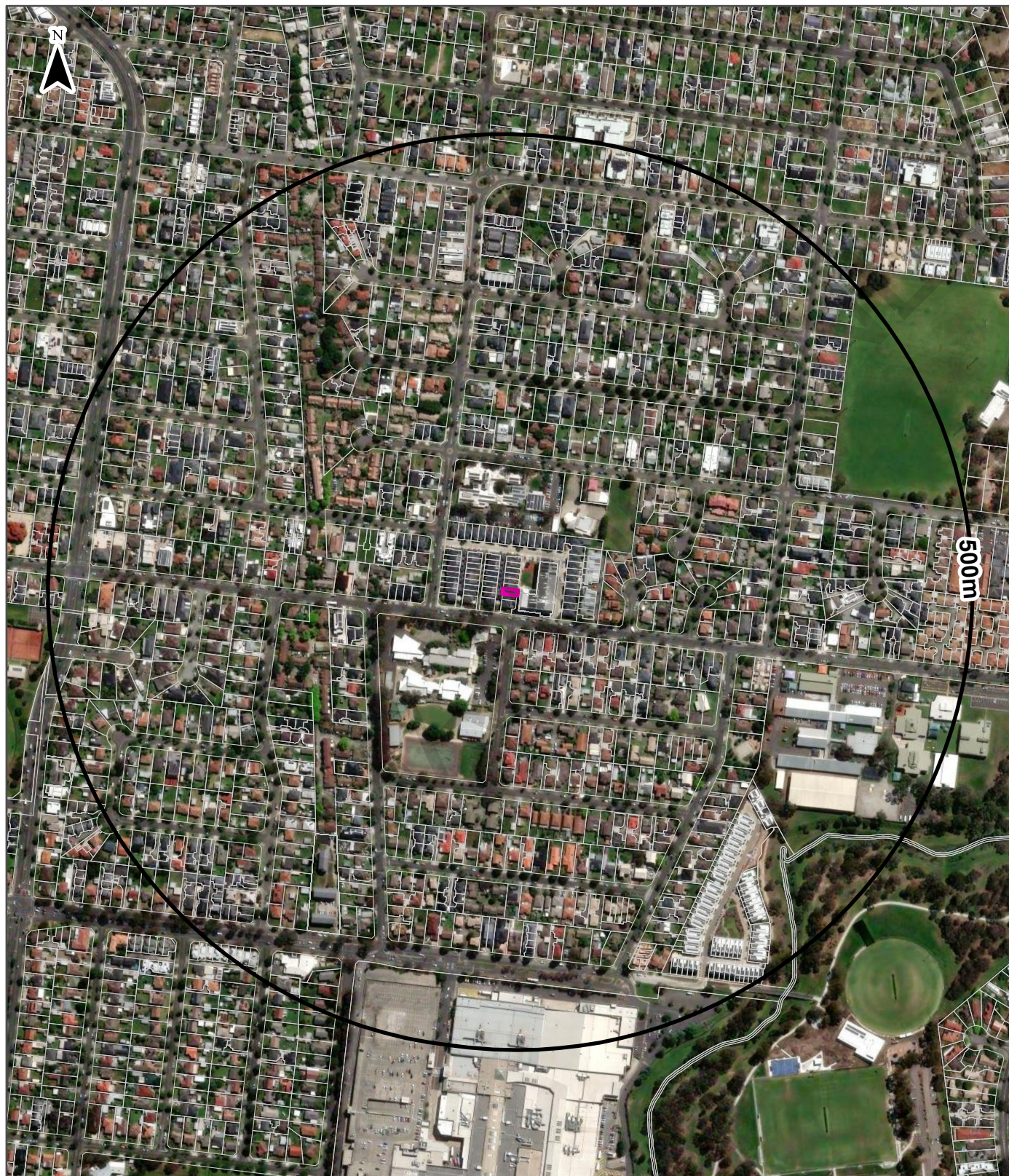
The absence of a mapped area of bushfire hazard does not mean that the site or its surroundings are hazard-free. Whether your site is in a BPA or not, you should consider visiting the links below to further understand bushfire hazards:

- [Country Fire Authority](#)
- [Bushfire Survival Plan](#)



Bushfire Prone Areas

3/82 TYLER STREET, RESERVOIR VIC 3073



Bushfire Prone Areas

Site Boundary

Search Radius - 500 m

Property Boundary

Bushfire Management Overlay

Bushfire Management Overlay

Bushfire Management Overlay - Schedule 1

Bushfire Management Overlay - Schedule 2

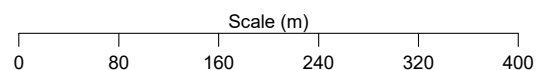
Bushfire Management Overlay - Schedule 3

Out of State Coverage

Coordinate System:
GDA 1994 MGA Zone 55

Imagery Years:
2025

Imagery Source:
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS UserCommunity





Bushfire History

3/82 TYLER STREET, RESERVOIR VIC 3073

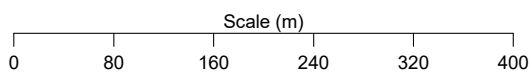


- Site Boundary
- Search Radius - 500m
- Property Boundary
- Area Burnt by Past Bushfire
- Bushfire Boundaries
- Out of State Coverage

Coordinate System:
GDA 1994 MGA Zone 55

Imagery Years:
2025

Imagery Source:
© Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS UserCommunity





LOTSEARCH

ENVIRONMENTAL

Bushfire Risk Search

Report Datasets

Datasets used within this report, detailing their custodian and currency. Please note:

- Prescribed burns have been excluded from bushfire history datasets
- Bushfire history data from neighbouring states may be excluded

Dataset Name	Custodian	Supply Date	Currency Date	Update Frequency
Bushfire Prone Area	VIC Department of Energy, Environment and Climate Action	09/03/2026	12/02/2026	Monthly
Planning Scheme Overlay	VIC Department of Energy, Environment and Climate Action	07/04/2026	07/04/2026	Monthly
Fire History	State Government Victoria - Department of Energy, Environment and Climate Action	13/03/2026	13/03/2026	Monthly

Useful Contacts

To obtain further information regarding bushfire hazard, please contact your local council or the Country Fire Authority.

Lotsearch Pty Ltd
www.lotsearch.com.au
support@lotsearch.com.au
(02) 8287 0680

Country Fire Authority
www.cfa.vic.gov.au
(03) 9262 8444

Darebin City
<http://www.darebin.vic.gov.au>
mailbox@darebin.vic.gov.au
(03) 8470 8888

[Click for 'Use of Report - Applicable Terms'](#)



Owners Corporation Certificate

Owners Corporation Act 2006, s.151 Owners Corporation Act 2006, Owners Corporation Regulations 2018

1. OWNERS CORPORATION DETAILS as at 8 Apr 2026	
PLAN NUMBER	PS749007J OC1
ADDRESS OF PLAN	80 Tyler Street, Reservoir VIC 3073
LOT NUMBER THIS STATEMENT RELATES TO	Lot 30
UNIT NUMBER THIS STATEMENT RELATES TO	Unit 3
POSTAL ADDRESS	3/72 Tyler Street, Reservoir VIC 3073

2. CERTIFICATE DETAILS	
VENDOR	Mr Kevin Minh Phuong Nguyen & Ms Caroline Nguyen
POST ADDRESS FOR LOT	3/72 Tyler Street, Reservoir VIC 3073
PURCHASER	NIL
PERSON REQUESTING CERTIFICATE	Mr Kevin Minh Phuong Nguyen & Ms Caroline Nguyen
REFERENCE NUMBER	Lot30/03
ADDRESS	3/72 Tyler Street, Reservoir VIC 3073
FAX	NIL
EMAIL	kmn1_7@gmail.com

3. CURRENT ANNUAL LEVY FEES FOR LOT

The annual administrative levy fees for Lot 30 are **\$2,031.56 PER ANNUM** commencing on 1 Jan 2026. Levies for this plan are raised over **4 periods**.

PERIOD	AMOUNT	DUE DATE	STATUS
1/01/26 to 31/03/2026	\$507.89	1st January 2026	Issued & Paid
1/04/26 to 20/06/2026	\$507.89	1st April 2026	Issued & Not Paid
1/07/26 to 30/09/2026	\$507.89 (Awaiting AGM)	1st July 2026	Not Issued
1/10/26 to 31/12/2026	\$507.89 (Awaiting AGM)	1st October 2026	Not Issued



The annual maintenance levy fees for Lot 30 are **\$27.80 PER ANNUM** commencing on 1 Jan 2026 . Levies for this plan are raised over 4 periods.

PERIOD	AMOUNT	DUE DATE	STATUS
1/01/26 to 31/03/2026	\$6.95	1st January 2026	Issued & Paid
1/04/26 to 20/06/2026	\$6.95	1st April 2026	Issued & Not Paid
1/07/26 to 30/09/2026	\$6.95 (Awaiting AGM)	1st July 2026	Not Issued
1/10/26 to 31/12/2026	\$6.95 (Awaiting AGM)	1st October 2026	Not Issued

4. CURRENT LEVY POSITION FOR LOT

ACCOUNT/FUND	AMOUNT	PAID UP TO
Administrative Fund	\$507.89	31 Mar 2026
Maintenance Fund	\$6.95	31 Mar 2026
BALANCE AS OF 8 Apr 2026	\$514.84	

5. CURRENT LEVY POSITION FOR LOT

There is no special levies due, or been issued for Lot 30

6. OTHER CHANGES

There are currently no additional charges payable by the Lot that relate to work performed by the Owners Corporation or some other act that incurs additional charges.

7. FUNDS HELD BY THE OWNERS CORPORATIONS

ACCOUNT/FUND	AMOUNT
Administrative Fund	\$50,616.09
Maintenance Fund	\$2,812.48
Total Funds Held as of 8 Apr 2026	\$57,671.50



8. INSURANCE COVERAGE

POLICY DETAILS	
<i>Policy Number</i>	HU0000022517
<i>Coverage Date(s)</i>	9 Dec 2025 until 9 Dec 2026
<i>Insurance Company (Insurer)</i>	CHU Underwriters
<i>Insurance Broker</i>	No broker in place, as the Policy is directly with CHU
<i>Premium Paid</i>	\$83,850.42

POLICY	AMOUNT OF COVERAGE
<i>Damage (i.e)</i>	\$66,089,891
<i>Fidelity Guarantee Insurance</i>	\$250,000
<i>Office Bearers Liability Insurance</i>	\$5,000,000
<i>Property, Death and Injury (Public Liability)</i>	\$20,000,000
<i>Lot Owners Fixtures and Improvements</i>	\$250,000
For further breakdown of policy items please refer to the document "Insurance Certificate"	

9. CONTINGENT LIABILITIES

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting common property

10. CONTRACTS OR AGREEMENTS AFFECTING COMMON PROPERTY

The owners corporation has not or do not intend in the foreseeable future to enter into any contracts affecting common property

11. AUTHORITIES OR DEALING AFFECTING COMMON PROPERTY

The owners corporation has no contingent liabilities arising from legal proceedings not otherwise shown or budgeted for in items 3, 5 or 6 above.

12. AGREEMENTS TO PROVIDE SERVICES

The owners corporation has not made any agreements to provide services to lot owners and occupiers or the general public for a fee



13. NOTICE OF ORDERS

The owners corporation currently has no orders or notices served in the last 12 months that have not been satisfied

14. CURRENT OR FUTURE PROCEEDINGS

The owners corporation is not currently a party to any proceedings or is aware of any circumstances which may give rise to proceedings

15. APPOINTMENT OF ADMINISTRATOR

The owners corporation is not aware of an application or a proposal for the appointment of an administrator

16. PROFESSIONAL MANAGERS DETAILS

Business Information	
Name Of Management Company	Core Strata Management Pty Ltd
ABN / ACN	53663584058
Address of Manager	Level 8, 805/220 Collins Street, Melbourne VIC 3000
Telephone	(03) 9022 1330
Email Address	hello@corestrata.com.au

17. ADDITIONAL INFORMATION

NIL

SIGNING

Under section 18A of the Owners Corporation Act, 2006 affixing the common seal is no longer a requirement, and can be executed by the Manager of the Owners Corporation

Registered Manager

Guy Little

Core Strata Management

Level 8, 805 / 220 Collins Street, Melbourne Victoria 3000

Date Of Signature 8 Apr 2026



CORE
STRATA MANAGEMENT
TRANSPARENCY TO THE CORE

8 Apr 2026

Dear Mr Kevin Minh Phuong Nguyen & Ms Caroline Nguyen

RE: OWNERS CORPORATION CERTIFICATE - LOT 30 / U3, 82 Tyler Street, Reservoir VIC 3073 PLAN NUMBER PS749007J OC1

In response to your request, we now attach an Owners Corporation Certificate for **LOT 30 / U3, 82 Tyler Street, Reservoir VIC 3073 PLAN NUMBER PS749007J OC1**, dated 8 Apr 2026. This certificate is intended for use for the purpose of section 151 of the Owners Corporation Act 2006 ("Act")

Pursuant to section 151(4)(b) of the Act, we also attach the following;

1. A copy of the Rules for the Owners Corporation
2. Statement of Advice and Information for prospective purchasers of a Strata Title lot in Victoria in accordance with Regulation 17 of the Owners Corporation Regulations 2018; and
3. A copy of the minutes of the last Annual General Meeting of the Owners Corporation showing all resolutions passed.

Please note if you require further information on the matters reported in the attached Owners Corporation Certificate, you may inspect a copy of the Owners Corporation Register in accordance with Section 150 of the Owners Corporation Act 2006. An inspection of the Register must be booked in advance by contracting our Office during business hours at hello@corestrata.com.au. Please note that the Inspection Register may require a payment of a fee, and will be viewable by a google drive link.

Yours faithfully

Registered Manager

Guy Little

Core Strata Management

Level 8, 805 / 220 Collins Street, Melbourne Victoria 3000

Date Of Signature 8 Apr 2026



CORE
STRATA MANAGEMENT
TRANSPARENCY TO THE CORE



Level 21, 150 Lonsdale Street
Melbourne VIC 3000

GPO 3208, Melbourne VIC 3001

C/- OWNERS CORP PS 749007
303/76 TYLER STREET
RESERVOIR VIC 3073

Certificate of Currency

CHU Residential Strata Insurance Plan

Policy No	HU0000022517
Policy Wording	CHU RESIDENTIAL STRATA INSURANCE PLAN
Period of Insurance	09/12/2025 to 09/12/2026 at 4:00pm
The Insured	OWNERS CORPORATION PLAN NO. PS 749007
Situation	80 TYLER STREET RESERVOIR VIC 3073

Sections

Section 1 – Insured Property

Building: \$66,089,891
Common Area Contents: \$660,889
Loss of Rent & Temporary Accommodation (total payable): \$9,913,483
Lot Owners' Fixtures and Improvements (per lot): \$250,000

Optional Extensions:

Catastrophe Insurance Sum Insured: Not Selected
Machinery Breakdown: \$100,000
Lot Owners' Contents inclusion (per lot): Not Selected

Section 2 – Liability to Others

Sum Insured: \$20,000,000

Section 3 – Voluntary Workers

Death: \$300,000
Total Disablement: \$3,000 per week

Section 4 – Fidelity Guarantee

Sum Insured: \$250,000

Section 5 – Office Bearers' Legal Liability

Sum Insured: \$5,000,000

Section 6 – Government Audit Costs and Legal Expenses

Government Audit Costs: \$25,000
Appeal expenses – common property health & safety breaches: \$100,000
Legal Defence Expenses: \$50,000



Flood Cover is included.

Date Printed

09/12/2025

This certificate confirms this policy is in force for the Period of Insurance shown, subject to the policy terms, conditions and exclusions. It is a summary of cover only (for full details refer to the current policy wording QM562-0725 and schedule). It does not alter, amend or extend the policy. This information is current only at the date of printing.

INFORMATION ONLY

Owners Corporation 749007JOC1

80 Tyler Street Reservoir VIC 3073

MINUTES OF MEETING

Meeting Type: Annual General Meeting

Date / Time: Wednesday, April 9, 2025 4:00 PM

Location: Zoom Meeting - <https://us06web.zoom.us/j/84821174966>

Minutes of the Annual General Meeting

Owners Corporation	749007JOC1
Property Address	80 Tyler Street Reservoir VIC 3073
Meeting Date	Wednesday, April 9, 2025
Meeting Location	Zoom Meeting - https://us06web.zoom.us/j/84821174966
Meeting Commenced	4:00 PM
Rep by	Kayla Allport, Paige Boyd
Members Present	<p>Gamze Yilmaz Kanargi (1), Edmund Jen Min Kwong (8), Yuyang Du (12), Lauren Morgan Wilson (17), Yeying Wu (31), Zhi Dek Kuan (33), Daniel Walid Antony Mikati (39), Ying Phan (40), Jessica Ferro (41), Theodora Pouniotis (42), Yen Nee Sae (47), TRANG THUY DOAN CAO & ANITA UNG (52), Ewen Christopher McRae (54), Matthew James Sutton (60), Darya Kukharava (201), Maja Bjelica (202), Nada Gabrielle Kairouz (203), Maria Suchandra Rozario (204), Yihan Wang (212), Alan Francis William Barnes (302), Luis Camilo Martinez Mora (303), Liang Chen (310), Zehra Seden Kraus (311)</p> <p>Sebnem Camur (2) - represented by Omer Bugra Kanargi, Homes Victoria (101) - represented by Kevin Brown , Homes Victoria (102) - represented by Kevin Brown , Homes Victoria (103) - represented by Kevin Brown , Homes Victoria (104) - represented by Kevin Brown , Homes Victoria (105) - represented by Kevin Brown , Homes Victoria (106) - represented by Kevin Brown , Homes Victoria (107) - represented by Kevin Brown , Homes Victoria (108) - represented by Kevin Brown , Homes Victoria (109) - represented by Kevin Brown , Homes Victoria (110) - represented by Kevin Brown , Homes Victoria (111) - represented by Kevin Brown , Homes Victoria (112) - represented by Kevin Brown , Homes Victoria (113) - represented by Kevin Brown , Homes Victoria (114) - represented by Kevin Brown , Homes Victoria (115) - represented by Kevin Brown , Taylors Development Co Pty Ltd (207) - represented by Luis Martinez , Charity Mei I Foo (211) - represented by Yihan Wang, Laura Anne Hudson (214) - represented by Maria Rozario , Sang Il Na (301) - represented by Maria Rozario , Rebecca Lee Thorwesten (304) - represented by Nada Kairouz, Taylors Development Co Pty (305) - represented by Luis Martinez , Taylors Development Co Pty Ltd (306) - represented by Luis Martinez , Stephen Joseph Howe (307) - represented by Luis Martinez , Michelle Papalia (308) - represented by Luis Martinez , Amy Lauren Radford (309) - represented by Maria Rozario , Kay-Lene Tan (312) - represented by Alan Barnes , Annie Wang (313) - represented by Nada Kairouz</p>
Proxies	
Apologies	<p>Nil</p> <p>Celeste Therese Grant (3), Imelda Agbisit Te (4), Phuong My Thi Nguyen (5), Thomas Christopher Brelsford (6), Marjorie Encina Villa (7), Rowan William Hore (9), James Alexander Burke (10),</p>

Non Attendance

Huiyan Ren (11), Jessica Kate Sleeman (13), Shiyi Ye (14), Sheng xiang Lingbo Zhang (15), Xing Chen (16), Haidar Al Saffar (18), Luka Hrzina (19), Chen Liang Fei (20), Nadine May Manoly (21), Georgina Konstantinou (22), Karolina Caporetto (23), Hiransha Meshan Warnakulasuriya Ichchampuullege Fernando (24), Amanda Louise Spencer * (25), Starly Benoy (26), Rory Ian McDonald (27), Abhishek Waman Gangal (28), MIA MARGARET SINGH & MARLEY ADAM THURBON DALTON (29), Kevin Minh Phuong Nguyen * (30), Darcy Colin Curnow (32), Parampreet Singh Sandhu (34), Nirmala Koshy (35), Adelene Lai Fong Yap (36), Chik Wa Lo (37), Qian Lan Lin (38), Aidan Patrick Greaney (43), Sandeep Kankatala (44), Katherine Elizabeth Hoskin (45), Violet Kolovos (46), Aneesh Tak (48), Suchitra Krishnamoorthy (49), Maya Kolaric (50), Timothy Murithi Ethangatta (51), Linlin Jia * (53), Ms Thi Thuy Tien Tran & Mr Soon Leong Lee (55), Mitchell Richard Bullen (56), Erica Trang Thuy Ngoc Nguyen (57), Shantha Pasqual Tissera (58), Julian Anthony Lehane (59), Natasha Anne Lauricella * (61), Sneha Lata Jaimangal (62), Chen Yun Ng (63), James Michael John Harriss (205), Jonathan Moreno Picon (206), Jucundus Pty Ltd (208), Dyllon Hewa (209), Bronte Elizabeth How (210), Surat Kumar Baden (213), Cynthia Helene Fulmizi (215), Joseph Patrick Oliver (314)

Notes It was noted Paige Boyd & Danielle Smith were in attendance from BCSG.

* Indicates the Lot Owner was Not-financial.

2. Declaration Of A Quorum

Attendance by Lot

Total Eligible Attendees: 51

Total Units: 107

Attendance Percentage: 47.66 %

Attendance by UOL

Total Eligible Attendee UOL: 4419

Total UOL: 10700

Attendance Percentage: 41.3%

As a quorum was not present either in person or by proxy, all decisions at this meeting will remain interim decisions for a period of 28 days. They will become resolutions of the Owners Corporation on the 29th day provided the Owners Corporation does not receive a petition of Owners representing 25% of total lot entitlements.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

3. Election Of A Chairperson For The Meeting

Kayla Allport is elected Chairperson for the Annual General Meeting.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

4. Minutes Of Previous Meeting

Previous AGM date: 25-Mar-2024

The members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the minutes of previous meeting as a true and correct record of proceedings.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

5. Financial Statements

Building Financial Year End Date: 31-Dec-2024
 Bank balance (Administration): \$1,406.25
 Bank balance (Maintenance/Investment): \$0.00

The members of the Owners Corporation resolved by ordinary resolution to acknowledge and accept the financial reports as presented by the manager.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

6. Financial Liquidity

The Owners Corporation resolved that a Special Levy for the purpose of financial liquidity is not currently required.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

7. Annual Budget

Admin Fund

Expense Account Name	GL Code	Proposed Total	Amended Total
Anytime Towing Contract	Anytime Towing Contract	\$660.00	\$660.00
BAS Preparation	ACCNTING-FEES-A	\$500.00	\$500.00
Caretaking	CARETAKING-A	\$13,000.00	\$13,000.00
Common Electricity	ELECTRICITY-A	\$6,200.00	\$6,200.00
Common Water	WATER-A	\$3,000.00	\$3,000.00
Disbursement Fee	DSBRSMNT-A	\$5,350.00	\$5,350.00
ESM Audit	ESM-AUDIT-A	\$500.00	\$500.00
ESM Repairs	ESM-A	\$500.00	\$500.00
Insurance Premium	INS-PREMIUM-A	\$65,000.00	\$65,000.00
Legislative & Compliance Fee	LEGIS-CMPLNC-A	\$990.00	\$990.00
Maintenance	MAINTENANCE-A	\$15,000.00	\$30,000.00
Management Fees	MNGMNT-FEES-A	\$22,363.00	\$22,363.00
Professional Services - Accounting/Legal/Other	PROF-SVC-FEES-A	\$3,210.00	\$3,210.00
Waste Management	WASTE-MNGMNT-A	\$50,000.00	\$50,000.00
Total Admin Fund		\$186,273.00	\$201,273.00

Maintenance Fund

Expense Account Name	GL Code	Proposed Total	Amended Total
Sinking Capital Works	CAP-WORKS-M	\$2,755.00	\$2,755.00
Total Maintenance Fund		\$2,755.00	\$2,755.00
Total Budget		\$189,028.00	\$204,028.00

Notwithstanding the recommended budget as proposed, the Members of the Owners Corporation resolved by ordinary resolution to amend the budget as proposed by the Manager. Members further resolved that

the Manager has the authority to raise a Special Levy if there are insufficient funds to meet the ongoing working capital requirements for the Owners Corporation.

The Members of the Owners Corporation acknowledged that the Disbursement Fee may be raised during the year if items such as Australia Post charges increase in price.

Moved: Lot 312, Seconded: Lot 39, Votes For: 49, Against: 2, Abstain: 0

Notes: It was noted the Owners Corporation Manager explained in great detail that the funds that were previously approved and adopted were based off information presented by a previous manager without the development of OC2 being completed. As such, the funds required to run the Owners Corporation now the development has settled, are much larger than what Owners potentially thought. Each line item was individually discussed and further the overall budget was agreed upon by majority vote.

8. Owners Contribution Fee Schedule

Total UOL: 10700

Fee Frequency: Quarterly

Fee Year Start Date: 01-Jan-2025

Instalment Number	Date
1	01-Jan-2025
2	01-Apr-2025
3	01-Jul-2025
4	01-Oct-2025

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
1	Gamze Yilmaz Kanargi (UOL: 126)	\$2,225.94	\$2,402.57	\$556.48	\$600.64
2	Sebnem Camur (UOL: 118)	\$2,084.61	\$2,250.03	\$521.15	\$562.51
3	Celeste Therese Grant (UOL: 118)	\$2,084.61	\$2,250.03	\$521.15	\$562.51
4	Imelda Agbisit Te (UOL: 127)	\$2,243.60	\$2,421.64	\$560.90	\$605.41
5	Phuong My Thi Nguyen (UOL: 128)	\$2,261.27	\$2,440.71	\$565.32	\$610.18
6	Thomas Christopher Brelford (UOL: 118)	\$2,084.61	\$2,250.03	\$521.15	\$562.51
7	Marjorie Encina Villa (UOL: 118)	\$2,084.61	\$2,250.03	\$521.15	\$562.51
8	Edmund Jen Min Kwong (UOL: 127)	\$2,243.60	\$2,421.64	\$560.90	\$605.41
9	Rowan William Hore (UOL: 127)	\$2,243.60	\$2,421.64	\$560.90	\$605.41
10	James Alexander Burke (UOL: 125)	\$2,208.27	\$2,383.50	\$552.07	\$595.88
11	Huiyan Ren (UOL: 125)	\$2,208.27	\$2,383.50	\$552.07	\$595.88
12	Yuyang Du (UOL: 128)	\$2,261.27	\$2,440.71	\$565.32	\$610.18
13	Jessica Kate Sleeman (UOL: 128)	\$2,261.27	\$2,440.71	\$565.32	\$610.18
14	Shiyi Ye (UOL: 125)	\$2,208.27	\$2,383.50	\$552.07	\$595.88
15	Sheng xiang Lingbo Zhang (UOL: 125)	\$2,208.27	\$2,383.50	\$552.07	\$595.88
16	Xing Chen (UOL: 125)	\$2,208.27	\$2,383.50	\$552.07	\$595.88

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
17	Lauren Morgan Wilson (UOL: 160)	\$2,826.59	\$3,050.89	\$706.65	\$762.72
18	Haidar Al Saffar (UOL: 134)	\$2,367.27	\$2,555.12	\$591.82	\$638.78
19	Luka Hrzina (UOL: 126)	\$2,225.94	\$2,402.57	\$556.48	\$600.64
20	Chen Liang Fei (UOL: 125)	\$2,208.27	\$2,383.50	\$552.07	\$595.88
21	Nadine May Manoly (UOL: 117)	\$2,066.94	\$2,230.96	\$516.74	\$557.74
22	Georgina Konstantinou (UOL: 116)	\$2,049.28	\$2,211.89	\$512.32	\$552.97
23	Karolina Caporetto (UOL: 126)	\$2,225.94	\$2,402.57	\$556.48	\$600.64
24	Hiransha Meshan Warnakulasuriya Ichchampullege Fernando (UOL: 125)	\$2,208.27	\$2,383.50	\$552.07	\$595.88
25	Amanda Louise Spencer (UOL: 117)	\$2,066.94	\$2,230.96	\$516.74	\$557.74
26	Starly Benoy (UOL: 116)	\$2,049.28	\$2,211.89	\$512.32	\$552.97
27	Rory Ian McDonald (UOL: 124)	\$2,190.60	\$2,364.44	\$547.65	\$591.11
28	Abhishek Waman Gangal (UOL: 135)	\$2,384.93	\$2,574.19	\$596.23	\$643.55
29	MIA MARGARET SINGH & MARLEY ADAM THURBON DALTON (UOL: 108)	\$1,907.95	\$2,059.35	\$476.99	\$514.84
30	Kevin Minh Phuong Nguyen (UOL: 108)	\$1,907.95	\$2,059.35	\$476.99	\$514.84
31	Yeying Wu (UOL: 112)	\$1,978.61	\$2,135.62	\$494.65	\$533.91
32	Darcy Colin Curnow (UOL: 112)	\$1,978.61	\$2,135.62	\$494.65	\$533.91
33	Zhi Dek Kuan (UOL: 112)	\$1,978.61	\$2,135.62	\$494.65	\$533.91
34	Parampreet Singh Sandhu (UOL: 112)	\$1,978.61	\$2,135.62	\$494.65	\$533.91
35	Nirmala Koshy (UOL: 112)	\$1,978.61	\$2,135.62	\$494.65	\$533.91
36	Adelene Lai Fong Yap (UOL: 116)	\$2,049.28	\$2,211.89	\$512.32	\$552.97
37	Chik Wa Lo (UOL: 115)	\$2,031.61	\$2,192.82	\$507.90	\$548.21
38	Qian Lan Lin (UOL: 108)	\$1,907.95	\$2,059.35	\$476.99	\$514.84
39	Daniel Walid Antony Mikati (UOL: 108)	\$1,907.95	\$2,059.35	\$476.99	\$514.84
40	Ying Phan (UOL: 108)	\$1,907.95	\$2,059.35	\$476.99	\$514.84
41	Jessica Ferro (UOL: 108)	\$1,907.95	\$2,059.35	\$476.99	\$514.84
42	Theodora Pouniotis (UOL: 108)	\$1,907.95	\$2,059.35	\$476.99	\$514.84
43	Aidan Patrick Greaney (UOL: 108)	\$1,907.95	\$2,059.35	\$476.99	\$514.84
44	Sandeep Kankatala (UOL: 108)	\$1,907.95	\$2,059.35	\$476.99	\$514.84
45	Katherine Elizabeth Hoskin (UOL: 136)	\$2,402.60	\$2,593.25	\$600.65	\$648.31
46	Violet Kolovos (UOL: 136)	\$2,402.60	\$2,593.25	\$600.65	\$648.31
47	Yen Nee Sae (UOL: 108)	\$1,907.95	\$2,059.35	\$476.99	\$514.84

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
48	Aneesh Tak (UOL: 108)	\$1,907.95	\$2,059.35	\$476.99	\$514.84
49	Suchitra Krishnamoorthy (UOL: 108)	\$1,907.95	\$2,059.35	\$476.99	\$514.84
50	Maya Kolaric (UOL: 108)	\$1,907.95	\$2,059.35	\$476.99	\$514.84
51	Timothy Murithi Ethangatta (UOL: 108)	\$1,907.95	\$2,059.35	\$476.99	\$514.84
52	TRANG THUY DOAN CAO & ANITA UNG (UOL: 108)	\$1,907.95	\$2,059.35	\$476.99	\$514.84
53	Linlin Jia (UOL: 108)	\$1,907.95	\$2,059.35	\$476.99	\$514.84
54	Ewen Christopher McRae (UOL: 115)	\$2,031.61	\$2,192.82	\$507.90	\$548.21
55	Ms Thi Thuy Tien Tran & Mr Soon Leong Lee (UOL: 117)	\$2,066.94	\$2,230.96	\$516.74	\$557.74
56	Mitchell Richard Bullen (UOL: 112)	\$1,978.61	\$2,135.62	\$494.65	\$533.91
57	Erica Trang Thuy Ngoc Nguyen (UOL: 112)	\$1,978.61	\$2,135.62	\$494.65	\$533.91
58	Shantha Pasqual Tissera (UOL: 112)	\$1,978.61	\$2,135.62	\$494.65	\$533.91
59	Julian Anthony Lehane (UOL: 112)	\$1,978.61	\$2,135.62	\$494.65	\$533.91
60	Matthew James Sutton (UOL: 112)	\$1,978.61	\$2,135.62	\$494.65	\$533.91
61	Natasha Anne Lauricella (UOL: 112)	\$1,978.61	\$2,135.62	\$494.65	\$533.91
62	Sneh Lata Jaimangal (UOL: 112)	\$1,978.61	\$2,135.62	\$494.65	\$533.91
63	Chen Vun Ng (UOL: 136)	\$2,402.60	\$2,593.25	\$600.65	\$648.31
101	Homes Victoria (UOL: 73)	\$1,289.63	\$1,391.97	\$322.41	\$347.99
102	Homes Victoria (UOL: 69)	\$1,218.97	\$1,315.69	\$304.74	\$328.92
103	Homes Victoria (UOL: 69)	\$1,218.97	\$1,315.69	\$304.74	\$328.92
104	Homes Victoria (UOL: 70)	\$1,236.63	\$1,334.76	\$309.16	\$333.69
105	Homes Victoria (UOL: 71)	\$1,254.30	\$1,353.83	\$313.57	\$338.46
106	Homes Victoria (UOL: 77)	\$1,360.29	\$1,468.24	\$340.07	\$367.06
107	Homes Victoria (UOL: 79)	\$1,395.63	\$1,506.37	\$348.91	\$376.59
108	Homes Victoria (UOL: 69)	\$1,218.97	\$1,315.69	\$304.74	\$328.92
109	Homes Victoria (UOL: 69)	\$1,218.97	\$1,315.69	\$304.74	\$328.92
110	Homes Victoria (UOL: 71)	\$1,254.30	\$1,353.83	\$313.57	\$338.46
111	Homes Victoria (UOL: 71)	\$1,254.30	\$1,353.83	\$313.57	\$338.46
112	Homes Victoria (UOL: 69)	\$1,218.97	\$1,315.69	\$304.74	\$328.92
113	Homes Victoria (UOL: 69)	\$1,218.97	\$1,315.69	\$304.74	\$328.92
114	Homes Victoria (UOL: 69)	\$1,218.97	\$1,315.69	\$304.74	\$328.92
115	Homes Victoria	\$1,218.97	\$1,315.69	\$304.74	\$328.92

Lot No	Owners	Proposed (Annual)	Amended (Annual)	Proposed (Quarterly)	Amended (Quarterly)
	(UOL: 69)				
201	Darya Kukharava (UOL: 75)	\$1,324.96	\$1,430.10	\$331.24	\$357.53
202	Maja Bjelica (UOL: 71)	\$1,254.30	\$1,353.83	\$313.57	\$338.46
203	Nada Gabrielle Kairouz (UOL: 71)	\$1,254.30	\$1,353.83	\$313.57	\$338.46
204	Maria Suchandra Rozario (UOL: 72)	\$1,271.96	\$1,372.90	\$317.99	\$343.22
205	James Michael John Harriss (UOL: 74)	\$1,307.30	\$1,411.03	\$326.82	\$352.76
206	Jonathan Moreno Picon (UOL: 78)	\$1,377.96	\$1,487.31	\$344.49	\$371.83
207	Taylor's Development Co Pty Ltd (UOL: 81)	\$1,430.96	\$1,544.51	\$357.74	\$386.13
208	Jucundus Pty Ltd (UOL: 71)	\$1,254.30	\$1,353.83	\$313.57	\$338.46
209	Dyllon Hewa (UOL: 71)	\$1,254.30	\$1,353.83	\$313.57	\$338.46
210	Bronte Elizabeth How (UOL: 74)	\$1,307.30	\$1,411.03	\$326.82	\$352.76
211	Charity Mei I Foo (UOL: 73)	\$1,289.63	\$1,391.97	\$322.41	\$347.99
212	Yihan Wang (UOL: 71)	\$1,254.30	\$1,353.83	\$313.57	\$338.46
213	Surat Kumar Baden (UOL: 71)	\$1,254.30	\$1,353.83	\$313.57	\$338.46
214	Laura Anne Hudson (UOL: 71)	\$1,254.30	\$1,353.83	\$313.57	\$338.46
215	Cynthia Helene Fulmizi (UOL: 71)	\$1,254.30	\$1,353.83	\$313.57	\$338.46
301	Sang Il Na (UOL: 78)	\$1,377.96	\$1,487.31	\$344.49	\$371.83
302	Alan Francis William Barnes (UOL: 80)	\$1,413.29	\$1,525.44	\$353.32	\$381.36
303	Luis Camilo Martinez Mora (UOL: 79)	\$1,395.63	\$1,506.37	\$348.91	\$376.59
304	Rebecca Lee Thorwesten (UOL: 78)	\$1,377.96	\$1,487.31	\$344.49	\$371.83
305	Taylor's Development Co Pty (UOL: 80)	\$1,413.29	\$1,525.44	\$353.32	\$381.36
306	Taylor's Development Co Pty Ltd (UOL: 81)	\$1,430.96	\$1,544.51	\$357.74	\$386.13
307	Stephen Joseph Howe (UOL: 75)	\$1,324.96	\$1,430.10	\$331.24	\$357.53
308	Michelle Papalia (UOL: 75)	\$1,324.96	\$1,430.10	\$331.24	\$357.53
309	Amy Lauren Radford (UOL: 79)	\$1,395.63	\$1,506.37	\$348.91	\$376.59
310	Liang Chen (UOL: 77)	\$1,360.29	\$1,468.24	\$340.07	\$367.06
311	Zehra Seden Kraus (UOL: 76)	\$1,342.63	\$1,449.17	\$335.66	\$362.29
312	Kay-Lene Tan (UOL: 77)	\$1,360.29	\$1,468.24	\$340.07	\$367.06
313	Annie Wang (UOL: 77)	\$1,360.29	\$1,468.24	\$340.07	\$367.06
314	Joseph Patrick Oliver (UOL: 77)	\$1,360.29	\$1,468.24	\$340.07	\$367.06
Grand Total:		\$189,028.00	\$204,028.00		

The Members of the Owners Corporation resolved by ordinary resolution to approve the Owners

Corporation Contributions as proposed, which reflects the units of liability as detailed on the Plan of Subdivision.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

9. Penalty Interest

The Members of the Owners Corporation resolved by ordinary resolution to apply Penalty Interest in accordance with the Owners Corporation Act 2006 Part 3, Section 29 (1&2). The rate of interest charged will change from time to time depending on the market rate but will not exceed the maximum rate of interest payable under the Penalty Interests Rates Act 1983.

The Members of the Owners Corporation resolved by ordinary resolution to refer all requests for the removal of Penalty Interest from a Contributions Notice to the Committee and/or the Chairperson. No Penalty Interest will be removed without a reasonable explanation by the Lot Owner making the request. The Committee and/or the Chairperson undertake to act in good faith at all times.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

10. Arrears Management

The Members of the Owners Corporation resolved by ordinary resolution that all Contributions overdue by 30 days from the due date will be liable for an overdue administration fee of the proposed 30-Day Arrears Penalty Amount, and that all Contributions overdue by 60 days from the due date will be liable for an Overdue Administration Fee of the Proposed 60 Day Arrears Penalty Amount, payable to the Manager.

The Members of the Owners Corporation further resolved by ordinary resolution that, at its discretion, the Manager will submit accounts in arrears to its legal representatives for debt collection to a court of an appropriate jurisdiction.

Members of the Owners Corporation acknowledge that costs associated with debt recovery action will in the first instance be payable by the Owners Corporation and orders will be sought to recover all costs including legal fees overdue penalties and interest owing to be payable by the indebted lot owner.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

Notes: The proposed 30 day penalty amount is \$70.00
The proposed 60 day penalty amount is \$150.00 and every month thereafter.

11. Maintenance Plan

A tier 1 owners corporation or a tier 2 owners corporation must prepare and approve a maintenance plan for the property for which it is responsible. A tier 3, 4 or 5 owners corporation may prepare and approve a maintenance plan for the property. An Owners Corporation that has an approved maintenance plan must establish a maintenance fund in the name of the Owners Corporation.

It was noted that the Owners Corporation currently has prepared and adopted a Maintenance Plan in accordance with Section 36 of the Owners Corporations Act 2006.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

Notes: It was noted the Owners Corporation Manager will obtain 2 quotes to undertake a Maintenance Plan and table these with the incoming committee for their further instruction. It was further noted, the

current maintenance plan was completed prior to the development of OC2, and as such does not take into consideration the completion of the estate.

12. Manager's Report

It was resolved to acknowledge and accept the manager's report as presented by the manager.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

13. Committee Report

It was noted that the committee did not table a report.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

14. Election Of The Committee

Lot	Owner Name	Committee
1	Gamze Yilmaz Kanargi	Committee
2	Sebnem Camur	--
3	Celeste Therese Grant	--
4	Imelda Agbisit Te	--
5	Phuong My Thi Nguyen	--
6	Thomas Christopher Brelsford	--
7	Marjorie Encina Villa	--
8	Edmund Jen Min Kwong	--
9	Rowan William Hore	--
10	James Alexander Burke	--
11	Huiyan Ren	--
12	Yuyang Du	--
13	Jessica Kate Sleeman	--
14	Shiyi Ye	--
15	Sheng xiang Lingbo Zhang	--
16	Xing Chen	--
17	Lauren Morgan Wilson	--
18	Haidar Al Saffar	--
19	Luka Hrzina	--
20	Chen Liang Fei	--
21	Nadine May Manoly	--
22	Georgina Konstantinou	--
23	Karolina Caporetto	--
24	Hiransha Meshan Warnakulasuriya Ichchampuullege Fernando	--
25	Amanda Louise Spencer (Non Financial)	--
26	Starly Benoy	--
27	Rory Ian McDonald	--
28	Abhishek Waman Gangal	--
29	MIA MARGARET SINGH & MARLEY ADAM THURBON DALTON	--
30	Kevin Minh Phuong Nguyen (Non Financial)	--
31	Yeying Wu	--

Lot	Owner Name	Committee
32	Darcy Colin Curnow	--
33	Zhi Dek Kuan	--
34	Parampreet Singh Sandhu	--
35	Nirmala Koshy	--
36	Adelene Lai Fong Yap	--
37	Chik Wa Lo	--
38	Qian Lan Lin	--
39	Daniel Walid Antony Mikati	Incoming Chairperson
40	Ying Phan	--
41	Jessica Ferro	Committee
42	Theodora Pouniotis	Committee
43	Aidan Patrick Greaney	--
44	Sandeep Kankatala	--
45	Katherine Elizabeth Hoskin	--
46	Violet Kolovos	--
47	Yen Nee Sae	--
48	Aneesh Tak	--
49	Suchitra Krishnamoorthy	--
50	Maya Kolaric	--
51	Timothy Murithi Ethangatta	--
52	TRANG THUY DOAN CAO & ANITA UNG	--
53	Linlin Jia (Non Financial)	--
54	Ewen Christopher McRae	--
55	Ms Thi Thuy Tien Tran & Mr Soon Leong Lee	--
56	Mitchell Richard Bullen	--
57	Erica Trang Thuy Ngoc Nguyen	--
58	Shantha Pasqual Tissera	--
59	Julian Anthony Lehane	--
60	Matthew James Sutton	--
61	Natasha Anne Lauricella (Non Financial)	--
62	Sneh Lata Jaimangal	--
63	Chen Yun Ng	--
101	Homes Victoria	--
102	Homes Victoria	--
103	Homes Victoria	--
104	Homes Victoria	--
105	Homes Victoria	--
106	Homes Victoria	--
107	Homes Victoria	--
108	Homes Victoria	--
109	Homes Victoria	--
110	Homes Victoria	--
111	Homes Victoria	--
112	Homes Victoria	--
113	Homes Victoria	--
114	Homes Victoria	--
115	Homes Victoria	--
201	Darya Kukharava	--
202	Maja Bjelica	--

Lot	Owner Name	Committee
203	Nada Gabrielle Kairouz	--
204	Maria Suchandra Rozario	Committee
205	James Michael John Harriss	--
206	Jonathan Moreno Picon	--
207	Taylor's Development Co Pty Ltd	--
208	Jucundus Pty Ltd	--
209	Dyllon Hewa	--
210	Bronte Elizabeth How	--
211	Charity Mei I Foo	--
212	Yihan Wang	--
213	Surat Kumar Baden	--
214	Laura Anne Hudson	--
215	Cynthia Helene Fulmizi	--
301	Sang Il Na	--
302	Alan Francis William Barnes	Committee
303	Luis Camilo Martinez Mora	Committee
304	Rebecca Lee Thorwesten	--
305	Taylor's Development Co Pty	--
306	Taylor's Development Co Pty Ltd	--
307	Stephen Joseph Howe	--
308	Michelle Papalia	--
309	Amy Lauren Radford	--
310	Liang Chen	--
311	Zehra Seden Kraus	--
312	Kay-Lene Tan	--
313	Annie Wang	--
314	Joseph Patrick Oliver	--

It was resolved in accordance with section 100 of the Owners Corporation act 2006 that the above Committee be appointed until the next Annual General Meeting.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

15. Election Of The Chairperson

Chairperson: Daniel Walid Antony Mikati (Lot 39)

It was resolved in accordance with section 105 of the Owners Corporation act 2006 that the Committee members present appoint above selected person as Chairperson of the Committee.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

Notes: It was noted the chairperson of the committee will be elected at the first committee meeting by the incoming committee. Daniel will hold the position until the meeting.

16. Election of the Secretary

Secretary:

The Members of the Owners Corporation resolved by ordinary resolution not to elect a Member of the

Committee as Secretary and that the Manager assumes the role of Secretary in accordance with Section 107 of the Owners Corporation Act 2006.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

Notes: It was noted the election of the secretary will be completed at the first committee meeting by the incoming committee. BCSG will hold the position until such time.

17. Appointment Of The Manager

It was noted that the Owners Corporation is subject to a currently in force Contract of Appointment. The fees will be charged as per the resolved budget.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

18. Building Insurance

General Advice Warning

The Manager recommends that the Members of the Owners Corporation refer to the Product Disclosure Statement to make an assessment on whether the product satisfies your building needs and objectives.

The PDS can be downloaded from the Insurance Documents section of the Generic Documentation area in your StrataPort account.

Otherwise, please refer to the Insurance Underwriter.

Insurance Broker Name:	BCB (Body Corporate Brokers)
Last Valuation Date:	
Last Valuation Amount:	
Insurer:	CHU Underwriting Agencies Pty Ltd
Policy Number:	HU0000022517
Policy Expiry Date:	09-Dec-2025

A copy of the full Insurance policy is available on StrataPort at <https://oc.strataport.com.au>.

The Members of the Owners Corporation resolved by ordinary resolution to request for an insurance valuation to be obtained and to obtain quotations upon renewal for insurance. Building insurance to be adjusted to level of cover in line with this valuation. Cover will be inclusive of office bearers liability insurance.

Members further resolve that the Manager may engage a broker or agent in the future to source the insurance cover on behalf of the Owners Corporation.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

Notes: It was resolved the Owners Corporation Manager will obtain 2 quotes to undertake an up to date insurance valuation and table these with the incoming committee for their further instruction. It was further noted the Owners Corporation is currently under valued as the insurance valuation that was completed, was completed prior to the completion of OC2 settlement.

19. OHS Requirements

Last OHS Report Date: N/A

Last OHS Report is more than 3 years: Yes

Notwithstanding the Manager's recommendation to undertake an OH&S inspection and assessment, the Members of the Owners Corporation resolved by ordinary resolution that an OH&S inspection and assessment is not to be undertaken this year.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

20. Special Resolutions

No resolution required for this agenda item.

21. Engagement Of Contractors

It was resolved that the Manager is to instruct works to be undertaken on behalf of the Owners Corporation, by contractors who have provided to the Manager details of all insurances and if required, licensing.

It was further resolved that if the Owners Corporation appoints a contractor for which the manager does not have a record of the current public liability insurance and if required, licensing or it directs the manager to engage such a contractor on its behalf, the Owners Corporation accepts liability for any claim which may arise by an act or omission of the contractor.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

22. After Hours Service

It was resolved pursuant to section 24 of the Owners Corporations act 2006 that the Owners Corporation will strike a special levy for the cost of administration and attendance in responding to a call made to the after-hours service provided by the manager where the call is in not in regard to common property but to private lot property with the levy apportioned to the relevant lot receiving the benefit of the works based upon the benefit principle.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

23. Formal Complaints

The Owners Corporation resolved to acknowledge and accept the Formal Complaints as contained within the Managers Report.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

24. Instrument Of Delegation

The Members of the Owners Corporation resolved by ordinary resolution to delegate the powers and functions of the Owners Corporation to the elected members of the Committee and/or the Chairperson in accordance with the Owners Corporation Act 2006 Section 11, except where a special or unanimous

resolution is required. This Instrument will remain in force until the next Annual General Meeting when the Committee and/or Chairperson are elected.

The Owners Corporation further delegates all the powers and functions to the Manager that are necessary for it to perform its duties as Manager, in accordance with Section 3.2 of the Contract of Appointment. This Instrument will remain in force for the duration of the Contract of Appointment.

The Members further resolved that two persons who are owners (or a director of a corporation who is a lot owner) of separate lots and are Members of the Owners Corporation will execute an Instrument of Delegation.

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

25. Details Of Next AGM

Next AGM date: 23-Feb-2026

Location: TBC

The Members of the Owners Corporation resolved by ordinary resolution to tentatively set the location, date and time of the next AGM

Moved: Lot 312, Seconded: Lot 39, Votes For: 51, Against: 0, Abstain: 0

Meeting Closed: 09-Apr-2025 5:47 PM

After Hours Contact

Tymaline Building Services (for emergency common property issues only)

contact 0418 362 023.

Statement of advice and information for prospective purchasers and lot owners

Schedule 3, Regulation 17, Owners Corporations Regulations 2018

What is an owners corporation?

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

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

How are decisions made by an owners corporation?

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

Owners corporation rules

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

You should look at the owners corporation rules to consider any restrictions imposed by the rules.

Lot entitlement and lot liability

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

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

Further information

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

Management of an owners corporation

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

If you are uncertain about any aspect of the owners corporation or the documents you have received from the owners corporation, you should seek expert advice.

1. HEALTH, SAFETY AND SECURITY

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

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

1.2 Storage of flammable liquids and other dangerous substances and materials

1.2.1 Except with the approval in writing of the Owners Corporation, a Lot Owner must not use or store on the lot or on the Common Property any inflammable chemical, liquid or gas or other inflammable material.

1.2.2 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

A Lot Owner must ensure that the disposal of garbage or waste does not adversely affect the health, hygiene or comfort of the occupiers of other lots. Refuse bins must not be placed at the front of the lot other than on the day it is cleared. Bins must be retrieved promptly after refuse clearance and must be placed out of view from the public.

2. USE OF COMMON PROPERTY

2.1 Use of Common Property

2.1.1 A Lot Owner must not obstruct the lawful use and enjoyment of the Common Property by any other person entitled to use the Common Property.

2.2.2 A Lot Owner must not, without the written approval of the Owners Corporation, use for his or her own purposes as a garden any portion of the Common Property.

2.2.3 A Lot Owner must not

- (a) do or allow to be done anything on the Common Property which causes a nuisance to or interferes with its lawful use by the Owners Corporation or other Lot Owners;
- (b) do or permit anything which might cause structural damage to the Common Property;
- (c) interfere with the operation of any equipment installed on the Common Property without the prior written consent of the Owners Corporation;
- (d) interfere with any personal property vested in the Owners Corporation;
- (e) park or leave a vehicle or permit any vehicle to be parked or left upon the Common Property;
- (f) paint, drive nails or screws or the like into, or otherwise damage, alter or deface, any structure that forms part of the Common Property except with the consent in writing of the Owners Corporation;
- (g) when on Common Property (or if on any part of a lot so as to be visible from another lot or from Common Property), fail to be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to

- the owner or occupier of another lot or to any person lawfully using the Common Property;
- (h) deposit or throw upon the Common Property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of other Lot Owner or person lawfully using the Common Property;
 - (i) disregard any requirements made by the Owners Corporation relating to the use of access upon roadways created within the Common Property;
 - (j) directly instruct any contractors or workmen employed by the Owners Corporation unless so authorised;
 - (k) permit any drying or airing facilities to be kept, maintained or placed on any part of the Common Property or the lot where it would be visible from any part of the Common Property, road or street;
 - (l) store, place, display or hang any chattel or item (including barbecues) on any part of the Common Property without the consent of the Owners Corporation; and
 - (m) obstruct the lawful use of the Common Property by any person.

2.2 Damage to Common Property

- 2.2.1 A Lot Owner must not damage or deface the Common Property or a structure that forms part of the Common Property.
- 2.2.2 The Lot Owner must promptly notify the Owners Corporation or the Manager on becoming aware of any damage or defect in the Common Property an any personal property vested in the Owners Corporation.
- 2.2.3 The Lot Owner must compensate the Owners Corporation in respect of any damage to the Common Property or personal property vested in the Owners Corporation caused by that owner or occupier or their respective tenants, licensees or guests.

3 LOTS

3.1 A Lot Owner must not:

- (a) create noise or behave in a manner that is likely to interfere with the peaceful enjoyment of the owner of another lot, or any person lawfully using the Common Property;
- (b) do or permit anything on a lot which may invalidate, suspend or increase the premium for any insurance effected by the Owners Corporation;
- (c) without the prior written consent of the Owners Corporation, maintain inside a lot anything visible from outside a lot (including but not limited to a balcony, terrace or garden area) that when viewed from outside the lot is aesthetically or otherwise detrimental to the amenity of the Development including the hanging of any washing, towel, bedding, clothing or any other article or like matter on any part of their lot;
- (d) carry out or cause to be carried out on a lot, road or any other land in the vicinity of a lot, any dismantling, assembly, repairs or restorations of vehicles unless carried out in an area screened from public view.

3.2 Each Lot Owner must:

- (a) maintain their lot and must ensure that their lot is so kept and maintained as not to be offensive in appearance nor a fire or health hazard to other Lot Owners; and

- (b) comply with all laws relating to the lot including, without limitation, any requirement, notices and orders of any Governmental Authority.

3.3 Signs, blinds and awnings

3.3.1 All blinds, shades, awnings, window ventilators and other decorative fittings and fixtures installed in the Owner's lot and visible from outside the lot must conform to the requirements and standards prescribed by the Owners Corporation from time to time.

- (a) The Lot Owner must not affix or fit any blinds, shades, awnings, window ventilators and other decorative fittings and fixtures to the exterior of their lot.
- (b) Without limiting the generality of the foregoing, the backing colour of any blinds, shades, awnings, window ventilators and other decorative fittings and fixtures visible from outside the lot must be white, off white or grey.
- (c) The Lot Owner must not, without the prior written consent of the Owners Corporation permit the:
 - (a) installation or erection of any signs whatsoever (including banners and boards and whether affixed to any walls or free standing); or
 - (b) painting or inscribing of any signs or notices or other forms of advertisements whatsoever to or on the Owner's lot or the Common Property.

3.4 Screens and Fence

- (a) A Lot Owner or person authorised by a Lot 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 buildings constructed within Townhouse precinct.
- (b) The Lot Owner must keep any device, screen or barrier installed in good order and repair.
- (c) A lot Owner or person authorised by a lot Owner may install fence within the boundary of his or her private land, provided that the Council has issued a permit for construction of the fence.

3.5 Appearance

Without limiting any other of these Rules, a Lot Owner must not, without prior written consent of the Owners Corporation:

- (a) maintain inside the lot anything visible from outside the lot that is not in keeping with the rest of the Townhouse Precinct;
- (b) install bars or grilles to the exterior of any windows or doors of a lot;
- (c) operate or permit to be operated on the lot or within it any device or electronic equipment which interferes with any domestic appliance lawfully in use on the Common Property, another lot or another part of the Townhouse Precinct;
- (d) attach to or hang from the exterior of the lot any aerial or any security device or wires;
- (e) allow any glazed portions of the lot or the Common Property that surrounds the lot to be tinted or otherwise treated with the effect that the visual characteristics of the glazing will change;

- (f) install any external wireless, television aerial, sky dish receiver, satellite dish (exceeding 1.5 metres in size) or receiver or any other apparatus that can be viewed from the street frontage of the Building;
- (g) install any air conditioning unit in a lot visible from another lot or from Common Property;
- (h) install any pipes, wiring, cables or the like to the external face of the Building visible from another Lot or from Common Property; and
- (i) place any washing, towel or other article so as to be visible from the Common Property or outside the Building.

3.6 Painting and finishings

A Lot Owner must not paint, finish or otherwise alter the external facade of the Building or any improvement forming part of the Common Property without the prior approval of the Owners Corporation.

3.7 Structural changes

3.7.1 A Lot Owner must not do anything or permit anything to be done on or in relation to that lot or the Common Property so that:

- (a) the structural integrity of any part of the Common Property is impaired;
- (b) the provision of services through the Lot or Common Property is interfered with; or
- (c) any support or shelter provided by that lot or the Common Property for any other lot or the Common Property is interfered with.

3.7.2 A Lot Owner must not undertake any building works within or about or relating to a Lot unless:

- (a) all requisite permits, approvals and consent under all relevant laws have been obtained and copies of them have been given to the Manager;
- (b) such works are undertaken strictly in accordance with those permits, approvals and consents referred to in Rule 3.7.20; and
- (c) such works are undertaken with a minimum of nuisance, annoyance, disturbance and inconvenience to other occupiers of lots.

3.7.3 A Lot Owner must not proceed with any such works until the Lot Owner:

- (a) submits to the Owners Corporation plans and specifications of any works proposed by the Lot Owner which affect the external appearance of the Building or any of the Common Property or which affect the Building structure or services or the fire or acoustic ratings of any component of the Townhouse Precinct;
- (b) supplies to the Owners Corporation such further particulars of those proposed works as the Owners Corporation may request and will cooperate with the Owners Corporation so that the Owners Corporation is reasonably satisfied that the proposed works accord with the reasonable aesthetic and orderly development of the Townhouse Precinct and do not endanger the Townhouse

Precinct or the lot and are compatible with the overall services to the Townhouse Precinct;

- (c) receives written approval for those works from the Owners Corporation, which approval must not be unreasonably withheld, but which approval may be given subject to the condition that the reasonable costs of the Owners Corporation approval (but excluding any internal Owners Corporation costs) must be paid by the Lot Owner; and
- (d) if required, pays the costs of any external consultants engaged as a result of assessing approval referred to in Rule 3.7.3(c) to the Owners Corporation.

3.7.4 The Lot Owner must ensure that the Lot Owner and the Lot Owner's servants agents and contractors undertaking such works comply with the proper and reasonable directions of the Owners Corporation concerning the method of building operations, means of access, use of Common Property and on-site management and hours of work and that such servants agents and contractors are supervised in the carrying out of such works so as to minimise any damage to or dirtying of the Common Property and the services therein.

3.7.5 Without limiting the generality of Rules 3.7.3 and 3.7.4, the Lot Owner must ensure that the Lot Owner and its servants, agents and contractors undertaking such works observe the following restrictions in respect of the works:

- (a) building materials must not be stacked or stored in the front of the lot;
- (b) scaffolding must not be erected on the Common Property or the exterior of the Building for a period exceeding the number of days approved in writing by the Owners Corporation (acting reasonably);
- (c) construction work times must comply with any requirement of Council;
- (d) the exterior and Common Property of the Building must at all times be maintained in a clean, tidy and safe state;
- (e) construction vehicles and construction workers' vehicles must not be brought into or parked in the Common Property.

3.7.6 Before any of the Lot Owner's works commence the Lot Owner must:

- (a) cause to be effected (and maintained during the period of the building works) a contractor's all risk insurance policy to the satisfaction of the Owners Corporation; and
- (b) deliver a copy of the policy and certificate of currency in respect of the policy to the Owners Corporation.

3.7.7 Access shall not be available to other lots or Common Property for the installation and maintenance of services and associated building works without the consent or licence of the Owner of the relevant lot or of the Owners Corporation in the case of Common Property.

3.7.8 The Lot Owner will within 7 days make good all damage to and dirtying of the Building, the Common Property or the services or therein which are caused by such works and, if the Lot Owner fails to immediately do so, the Owners Corporation may in its absolute discretion (or if the Lot Owner fails to do so within a reasonable period of time must) make good the damage and dirtying and in that event the Lot Owner will indemnify and

keep indemnified the Owners Corporation against any costs or liabilities incurred by the Owners Corporation in so making good the damage or dirtying.

3.8 Fire safety

- 3.8.1 A Lot Owner must ensure compliance with all statutory and other requirements, including those of the Owners Corporation, relating to fire and fire safety in respect of the lot.
- 3.8.2 A Lot Owner must ensure that all smoke detectors installed in the lot are properly maintained and tested monthly and that back up batteries relating to the smoke detectors are replaced whenever necessary.
- 3.8.3 The Lot Owner must not use or interfere with any fire safety equipment except in the case of an emergency and must not obstruct any fire stairs or fire escape.
- 3.8.4 The Lot Owner must not breach fire regulations by installing deadlocks or peepholes that would void the Owners Corporation insurance policy.

3.9 Insurance

A Lot Owner must not, without the prior written consent of the Owners Corporation, do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the Owners Corporation.

3.10 Cleanliness and good repair

A Lot Owner must keep its Lot clean and in good repair.

3.11 Vehicles and bicycles

- 3.11.1 A Lot Owner must not park or leave a vehicle on Common Property so as to obstruct any driveway or entrance to a lot, or in any place other than in parking areas specified by the Owners Corporation from time to time and must observe any parking directions given orally or published by the Manager from time to time in respect of parking.
- 3.11.2 A Lot Owner must not permit oil leakages from any motor vehicle, trailer or motor cycle onto Common Property and must reimburse the Owners Corporation for the cost of cleaning or removing any oil stains to the driveway or other part of the Common Property after due notice has been served.
- 3.11.3 A Lot Owner must not park or permit to be parked any vehicle, trailer or motor cycle other than within parking spaces designated by the Owners Corporation and the Owners Corporation reserves the right to remove offending vehicles, trailers or motor cycles.
- 3.11.4 A Lot Owner must not:
 - (a) park within a space allocated for visitor parking; or
 - (b) permit anyone to park in a space allocated for visitor parking where the purpose of the visit is to attend a property other than a lot in the same Owners Corporation.
- 3.11.5 A Lot Owner must not:
 - (a) drive or permit to be driven any motor vehicle in excess of 2 tonnes weight into or over the Common Property;
 - (b) park, cause or permit to be parked an caravan, campervan, boat, trailer, commercial vehicle or any other vehicle or structure determined by the Owners Corporation from time to time onto or throughout the Common Property or on

any lot or within the vicinity of a lot, unless it is housed in a garage and is not visible from any part of the Common Property, road or the street;

- (c) obstruct the private roadways, pathways, drives and visitor car parking in the Common Property and any easement giving access to the Development by any Lot Owner, the tenants, guests, servants, employees, agent, children, invitees, licensees of any owner or used by them for any purpose other than the reasonable access to and from their respective lots or the parking areas provided;
- (d) permit any occupation of a caravan on a lot; and
- (e) permit the riding of skateboards, roller blades, skates, carts or other similar means of transport on or over the Common Property, in driveways or on footpaths without the consent of the Owners Corporation. The riding of bicycles on the roadways is permitted.

3.11.6 The Owners Corporation or the Manager has the power to:

- (a) impose a speed limit for driving on the Common Property;
- (b) impose reasonable restrictions on the use of Common Property, driveways and parking areas;
- (c) install speed humps and other traffic control devices on Common Property at the cost of the Owners Corporation; and
- (d) install signs in relation to parking to control driving on Common Property at the cost of the Owners Corporation.

3.11.7 The Lot Owner must not permit any bicycle to be stored other than in the areas of the Common Property designated by the Owners Corporation or the Manager for such purpose and fitted with bicycle racks.

4 BEHAVIOUR

4.1 A Lot Owner must not dispose or permit the disposal of cigarette butts, cigarette ash or any other materials over balconies or in Common Property.

4.2 The Lot Owner must not:

- (a) create any noise or behave in a manner likely to interfere with the peaceful enjoyment of the Lot Owner or occupier of another lot or of any person lawfully using Common Property;
- (b) use or permit a Lot or the Common Property to be used for any purpose which may be illegal or injurious to the reputation of the Development or which may cause a nuisance or hazard to any other Lot Owner.

4.3 The duties and obligations imposed by these Rules upon a Lot Owner a Lot must be observed not only by the Lot Owner but also by the guest, servants, employees, agents, children, invitees and licensees of the Member or the occupier of their lot (Invitees).

- 4.4** A Lot Owner must take all reasonable steps to ensure that their invitees do not behave in a manner likely to interfere with the peaceful enjoyment of any Lot Owner or occupier of another Lot or of any person lawfully using the Common Property.
- 4.5** A Lot Owner is liable to compensate the Owners Corporation for all damage to the Common Property or personal property vested in it caused by a breach of Rule 4.1, 4.2, 4.3 and 4.4.
- 4.6** Where the Owners Corporation expends money to make good damage caused by a breach of the Act, or of these Rules by any Member or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Member of the Lot at the time when the breach occurred.

5 COMPLIANCE

5.1 Lot Owner's responsibilities

- (a) The Lot Owner must:
- (a) ensure that all gardens within their Lot are always clean, tidy and well maintained;
 - (b) promptly notify the Owners Corporation or its Manager on becoming aware of any damage or defect in the Common Property or any personal Property vested in the Owners Corporation;
 - (c) compensate the Owners Corporation in respect of any damage to the Common Property or personal Property vested in the Owners Corporation caused by that Lot Owner or occupier or their respective tenants, licensees or guests; and
 - (d) not grant any lease or licence of the lot, or any part of the lot, for less than 3 months without the prior written consent of the Owners Corporation.
- (b) A Lot Owner must take all reasonable steps to ensure that invitees of the resident comply with these Rules and in default take all reasonable steps to ensure that their invitees leave the lot and the Building.
- (c) A Lot Owner of a lot which is the subject of a lease or licence agreement must take all reasonable steps, including any action available under the lease or licence agreement, to ensure that any lessee or licensee of the lot and any invitees of that lessee or licensee comply with these Rules.

5.2 Non compliance

- (a) If a Lot Owner has refused or failed to carry out repairs, maintenance or other works to the Owner's lot in breach of these Rules, the Lot Owner agrees that the Owners Corporation may serve the Lot Owner with a Notice requiring the Lot Owner to carry out the necessary repairs, maintenance or other works. If the Lot Owner does not comply with the Notice to the satisfaction of the Owners Corporation within 28 days after the service of the Notice, the Lot Owner must allow the Owners Corporation, its employees, contractors or agents to enter the Lot and rectify the non-compliance.
- (b) The Owners Corporation may institute legal proceedings if a Lot Owner fails to comply with a Notice served under Rule (a) within 28 days after the service of the Notice, in a Court of competent jurisdiction to compel the Lot Owner to comply with these Rules.
- (c) The Lot Owner must pay to the Owners Corporation any charges incurred by the Owners Corporation relating to any non-compliance including, without limitation administrative costs, legal costs and the cost of any works performed to rectify any non-compliance which (until paid) are and will be a charge on the lot.

- (d) The Lot Owner must accept a certificate signed by the secretary of the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to the Lot Owner's non-compliance with these Rules.

5.3 Charges and penalty interest

- (a) Where the Owners Corporation pursues enforcement of its Rules through the procedures prescribed by law, or where debt recovery action has incurred costs from third parties or where it expends money to make good damage caused by a breach of the Act, or of these Rules by any Lot Owner or Invitees, the Owners Corporation can recover the amount so expended as a debt in action in any Court of competent jurisdiction from the Lot Owner of the lot at the time when the breach occurred.
- (b) The Lot Owner must pay interest at the maximum rate prescribed by the Owners Corporations Act or any substitute legislation on outstanding fees and charges set under the Act, Regulations or the Rules until they are paid.
- (c) Any payments made for the purposes of these Rules will be appropriated first in payment of any interest on unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

5.4 Charges imposed on Members and Occupiers

- (a) Any payments to the Owners Corporation imposed on a Member or Occupier under the Rules, Act or Regulations will (until paid) be a charge on the Lot.
- (b) The Member or Occupier must accept a certificate signed by the Manager or valid tax invoice issued by the Owners Corporation as prima facie proof of the costs and expenses incurred by the Owners Corporation relating to any charge payable by a Member or Occupier pursuant to these Rules and must not make any claim or dispute the amount specified therein.
- (c) The Member or Occupier must pay interest at the rate prescribed under the Penalty Interest Rates Act 1983 (Vic) on outstanding fees and charges set under the Rules, Act or Regulations until they are paid.
- (d) Any payments made for the purposes of these Rules, the Act or Regulations will be appropriated first in payment of any interest and any unpaid costs and expenses of the Owners Corporation and then be applied in repayment of the principal sum.

6 MAINTENANCE OF GARDENS (FRONT AND REAR)

- 6.1 Lot Owners must maintain all lawns, vegetation, plants and trees within their Lot to ensure a consistent standard of landscaping with the landscaping of the Common Property.
 - (a) The Member or Occupier acknowledges and agrees that the Owners Corporation may (acting reasonably) appoint a contractor of its choice to carry out maintenance, repair and replacement of all lawns, vegetation, plants and trees at the front entry of each Lot;
 - (b) The Member or Occupier must permit the Owners Corporation (or its authorised contractor to access the front entry lawn/garden bed to maintain the area.

- (c) The total cost for lawn and garden maintenance for each lot's front entry is to be included in the annual budget and fees for the Owners Corporation.
- 6.2 Lot Owners must maintain lawns, vegetation, plants and trees within the rear of their Lot (including internal gardens and landscaping) which are visible from the Common Property or another Lot to the same standard consistent with the front of each Lot's landscaping and the Common Property landscaping.
- 6.3 No lawn, garden, plants, trees, shrub, flower or other vegetation within the owner's Lot which is visible from outside the Lot, in particular, any perimeter trees, are to be removed, destroyed, damaged or lopped without the written consent of the Owners Corporation and the Council (if applicable). Lot Owners must promptly notify the Owners Corporation of any dead or diseased trees or shrubs.
- 6.4 The owner must not remove boundary trees without the consent of the neighbouring land that will be affected by the removal of those trees.

7 DEVELOPER

- 7.1 Notwithstanding anything to the contrary contained in the Rules, for so long as the Developer is a Lot Owner or is engaged in any action required to complete the Development or any mortgagee or chargee of the mortgagee of the Developer has an interest in any part of any lot these Rules will not apply to or be enforceable against the Developer or its mortgagee or chargee where to do so would prevent, hinder, obstruct or in any way interfere with any works of any nature or description that the Developer their servant, agents and contractors their mortgagee or chargee, may be engaged in or which may need to be carried out in order to complete construction of the buildings and facilities comprised in the Plan or in Development.
- 7.2 The Developer (including the successors, assigns, mortgagee or chargee) will be and are by this Rule 7 in relation to the completion of the Development, authorised by the Owners Corporation to:
 - (a) erect any barriers, fences, hoardings, signs as the Developer deems necessary to facilitate any works to be carried out in relation to the Development;
 - (b) notwithstanding anything herein contained take exclusive and sole possession of any parts of the Common Property as the Developer may need to have exclusive possession of in order to carry out any works or activities in relation to the Development;
 - (c) exclude all and any Lot Owners or Occupiers or their agents or invitees from any parts of the Common Property as may be necessary in order to carry out any works in relation to the Development;
 - (d) erect for sale promotional advertising or other signs as the Developer may require on any part of the Common Property;
 - (e) grant rights to use or access through or over the Common Property to third parties on such terms and conditions as the Developer deems fit; and
 - (f) limit or restrict access to certain areas of the Development including areas of the Common Property in order to expeditiously complete the project,

provided that the Developer and any third party authorised by it under this Rule or any party to which it assigns all or part of the benefits of its rights under this Rule, will use its best endeavours to minimise disturbance and inconvenience to others occupying or using the Common Property.

- 7.3 Upon written request by the Developer or its mortgagee or chargee the Owners Corporation will sign whatever consents authorities permits or other such documents as may be required to enable the Developer or its mortgagee or chargee to complete the Development.
- 7.4 A Lot Owner must not vote in favour of any motion for a resolution proposed for consideration by a general meeting of the Owners Corporation which would revoke this Rule 7 or contravene any right or reprieve afforded to the Developer under this Rule 7.
- 7.5 A Lot Owner must comply with the terms of any agreement between the Developer and the Owners Corporation that is disclosed to the Lot Owner.
- 7.6 In exercising its rights under this Rule 7.6, the Developer must act honestly and in good faith and with due care and diligence in the interests of Owners Corporation and must have regard to the amenity of Lot Owners. The Developer must only exercise its rights to the extent necessary for the genuine benefit of the Owners. The Developer must not exercise its rights under this Rule to arbitrarily exclude the Owners Corporation or the participation of Lot Owners.

8 DISPUTE RESOLUTION

- 8.1 The grievance procedure set out in this Rule applies to disputes involving a Lot Owner, an occupier or the Owners Corporation.
- 8.2 The person making the complaint must prepare a written statement setting out the complaint and invite the other party or parties to a meeting.
- 8.3 If there is a grievance committee of the Owners Corporation, it must be notified of the dispute by the complainant.
- 8.4 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.
- 8.5 The parties to the dispute must meet and discuss the matter in dispute, along with either the grievance committee or the Owners Corporation, within 10 working days after the dispute comes to the attention of all the parties.
- 8.6 A party to the dispute may appoint a person to act or appear on his or her behalf at the meeting.
- 8.7 If the dispute is not resolved, the grievance committee or Owners Corporation must notify each party of his or her right to take further action under Part 10 of the *Owners Corporations Act 2006*.
- 8.8 This process is separate from and does not limit any further action under Part 10 of the *Owners Corporations Act 2006*.

9 ENFORCEMENT OF DOMESTIC BUILDING CONTRACT

- 9.1 This Rule applies when the Initial Owner (which may include the Developer) is required to take steps to enforce any Domestic Building Contract in relation to the Common Property.
- 9.2 If the Initial Owner takes steps contemplated by Rule 9.1, the Initial Owner may:
- (a) make a demand in writing to the builder under any Domestic Building Contract to comply with the terms of the Domestic Building Contract and/or rectify any breach of the Domestic Building Contract;
 - (b) exercise any right under the Domestic Building Contract to withhold any payment to the builder or have recourse to any security provided by the builder under the Domestic Building Contract;


- (c) settle any dispute under any Domestic Building Contract between the Initial Owner and the builder on terms acceptable to the Initial Owner; and
 - (d) take any other enforcement action the Initial Owner considers appropriate in the circumstances.
- 9.3 A Lot Owner must not require the Initial Owner to take any further steps other than those listed in Rule 9.2.
- 9.4 The Lot Owners must if required to do so by the Initial Owner pay or reimburse the Initial Owner its portion of any enforcement relative to its lot liability on the Plan.
- 9.5 Where the Initial Owner has elected to enforce any Domestic Building Contract, a Lot Owner must not take any action to deny access to any part of the Common Property to any person, persons, or entity who may be required by the Developer to take remedial action, repair, rectify, alter or amend any component of the Common Property. Lot Owners must follow any safety instruction or procedure put in place to protect the safety of occupiers, workers, pedestrians, or the Building or Development. A Member or the Owners Corporation in general must not take any action to prevent any Domestic Building Contract being enforced by the Developer.

10 CONTACT

Each Lot Owner must advise the Manager of any out of normal business hours contact address and telephone number for their Lot and must promptly advise the Manager of any change in their address or telephone number.

11 RESTRICTIONS – TRADE OR BUSINESS

- 11.1 The Lot Owner must not use or permit others from using that Lot or any part of the Common Property for any trade, business or other commercial use without the express written consent of the Owners Corporation.
- 11.2 If authorised to do so by the Owners Corporation, the Member or Occupier of any Lot may carry on a trade, business or other commercial use from the relevant Lot, provided:
- (a) the planning scheme of the relevant Authority governing the use of that Lot permits the trade, business or other commercial use to be carried on from the Lot; and
 - (b) any requirements in respect of the trade, business or other commercial use stipulated by any relevant Authority from time to time are complied with; and
 - (c) the trade, business or other commercial use can be carried on and is carried on without causing undue nuisance or, creating a greater security risk to the Members and Occupiers of other Lots.

PLAN OF SUBDIVISION		EDITION 1	PS749007J	
LOCATION OF LAND PARISH: JIKA JIKA TOWNSHIP: --- SECTION: --- CROWN ALLOTMENT: --- CROWN PORTION: 146 (PART) TITLE REFERENCE: Vol. 8672 Fol. 818 LAST PLAN REFERENCE: Lot 2 on LP58656 POSTAL ADDRESS: 80 Tyler Street (at time of subdivision) Reservoir VIC 3073 MGA CO-ORDINATES: E: 326 390 ZONE: 55 (of approx centre of land in plan) N: 5 822 060 GDA 94		Council Name: Darebin City Council Council Reference Number: SUB/88/2019 Planning Permit Reference: D/257/2019 SPEAR Reference Number: S138730S Certification This plan is certified under section 11 (7) of the Subdivision Act 1988 Date of original certification under section 6: 27/11/2019 Public Open Space A requirement for public open space under section 18 of the Subdivision Act 1988 has been made and the requirement has been satisfied Digitally signed by: Lisa Coleiro for Darebin City Council on 28/11/2019 Statement of Compliance issued: 28/11/2019		
VESTING OF ROADS AND/OR RESERVES		NOTATIONS		
IDENTIFIER	COUNCIL/BODY/PERSON			
NIL	NIL			
NOTATIONS				
DEPTH LIMITATION: Does Not Apply				
SURVEY: This plan is based on survey. STAGING: This is a staged subdivision. Planning Permit No. D/257/2019.				
LOTS IN THIS PLAN MAY BE AFFECTED BY ONE OR MORE OWNERS CORPORATIONS For details of any Owners Corporations including purpose, responsibility, entitlement & liability see owners corporation search report, owners corporation additional information and if applicable, owners corporation rules. TOWNHOUSE LOTS (Lots 1 to 6, 46 TO 63) Boundaries shown by thick continuous lines are defined by buildings. Location of boundaries defined by buildings: <u>Median:</u> All boundaries marked 'M'. <u>Exterior Face:</u> All other boundaries. All lots are defined in the diagrams herein. Lots 7-45 (all inclusive) have been omitted from this plan. Proj Denotes Projection				
Area of Release: 1.453ha No. of Lots: 24 Lots and S2, S3 & S4				
EASEMENT INFORMATION				
LEGEND: A - Appurtenant Easement E - Encumbering Easement R - Encumbering Easement (Road)				
EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN.				
Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
SEE SHEET 2 FOR EASEMENT INFORMATION				
 Urban Development Built Environments Infrastructure 8 / 270 Fernree Gully Road, Notting Hill, Victoria, 3168 Tel: 61 3 9501 2800 Web: taylorstds.com.au		SURVEYORS FILE REF: Ref. 03036-S-S1 Ver. 14 Digitally signed by: Mark Peter Grey, Licensed Surveyor, Surveyor's Plan Version (14), 27/11/2019, SPEAR Ref: S138730S	ORIGINAL SHEET SIZE: A3 SHEET 1 OF 7	PLAN REGISTERED TIME: 2:08 PM DATE: 10/12/2019 C. Grosso Assistant Registrar of Titles

Amended by: Mark Peter Grey, Licensed Surveyor 09/12/2019.

PS749007J

EASEMENT INFORMATION

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

EASEMENTS AND RIGHTS IMPLIED BY SECTION 12(2) OF THE SUBDIVISION ACT 1988 APPLY TO ALL THE LAND IN THIS PLAN.

Easement Reference	Purpose	Width (Metres)	Origin	Land Benefited/In Favour Of
E-1	Drainage	1.83	LP58656	Lots in LP58656
	Drainage		This Plan	Darebin City Council
	Sewerage		LP58656	Lots in LP58656
	Sewerage		This Plan	Yarra Valley Water Corporation
E-2	Drainage	1.83	This Plan	Darebin City Council
	Sewerage		G205419	M.M.B.W
E-3	Drainage	1.83	LP58656	Lots in LP58656
	Drainage		This Plan	Darebin City Council
	Sewerage		LP58656	Lots in LP58656
	Sewerage		G205419	M.M.B.W
	Sewerage		This Plan	Yarra Valley Water Corporation
E-4	Sewerage	4	X517817W	Yarra Valley Water Limited
E-5	Transmission of Electricity	See Diag.	This Plan Sec 88 Electricity Industry Act 2000	Jemina Electricity Networks (Vic) Ltd
E-6	Drainage	1.83	This Plan	Darebin City Council
E-7	Sewerage	1.34	This Plan	Yarra Valley Water Corporation
E-8	Drainage	1.34	This Plan	Darebin City Council
	Sewerage		G205419	M.M.B.W
	Sewerage		This Plan	Yarra Valley Water Corporation



Urban Development | Built Environments | Infrastructure
 8 / 270 Ferntree Gully Road, Notting Hill, Victoria, 3168
 Tel: 61 3 9501 2800 | Web: taylorstds.com.au

Digitally signed by: Mark Peter Grey, Licensed Surveyor,
 Surveyor's Plan Version (14),
 27/11/2019, SPEAR Ref: S138730S

ORIGINAL SHEET
 SIZE: A3

Ref. 03036-S-S1
 Ver. 14

SHEET 2

Digitally signed by:
 Darebin City Council,
 28/11/2019,
 SPEAR Ref: S138730S



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

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OWNERS CORPORATION 1
PLAN NO. PS749007J

The land in PS749007J is affected by 1 Owners Corporation(s)

Land Affected by Owners Corporation:

Common Property 1, Lots 1 - 6, 46 - 63.

Limitations on Owners Corporation:

Unlimited

Postal Address for Services of Notices:

OFFICE G07 12 CATO STREET HAWTHORN EAST VIC 3123

OC046299K 10/12/2019

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. OC046367U 10/12/2019

Additional Owners Corporation Information:

OC046299K 10/12/2019

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	126	126
Lot 2	118	118
Lot 3	118	118
Lot 4	127	127
Lot 5	128	128



Department of Environment, Land, Water & Planning

Owners Corporation Search Report

Produced: 10/12/2019 04:22:51 PM

**OWNERS CORPORATION 1
PLAN NO. PS749007J**

Entitlement and Liability:

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

Land Parcel	Entitlement	Liability
Lot 6	118	118
Lot 46	136	136
Lot 47	108	108
Lot 48	108	108
Lot 49	108	108
Lot 50	108	108
Lot 51	108	108
Lot 52	108	108
Lot 53	108	108
Lot 54	115	115
Lot 55	117	117
Lot 56	112	112
Lot 57	112	112
Lot 58	112	112
Lot 59	112	112
Lot 60	112	112
Lot 61	112	112
Lot 62	112	112
Lot 63	136	136
Total	2779.00	2779.00

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.

Domestic Building Insurance

Certificate of Insurance

Taylor's Development Co Pty Ltd Se 1 Level 1 105 Rupert Street COLLINGWOOD VIC 3066	Policy Number: C399346 Policy Inception Date: 02/11/2018 Builder Account Number: 002013
---	---

A contract of insurance complying with the Ministerial Order for Domestic Building Insurance issued under Section 135 of the Building Act 1993 (Vic) (Domestic Building Insurance) has been issued by the insurer Victorian Managed Insurance Authority a Statutory Corporation established under the Victorian Managed Insurance Authority Act 1996 (Vic), in respect of the domestic building work described below.

Policy Schedule Details

Domestic Building Work: **C03: New Multi-Dwelling Construction**

At the property: **Lot 30 80 Tyler St RESERVOIR VIC 3073 Australia**

Carried out by the builder: **GOLDFIELD COOPERATION PTY LTD**

Builder ACN: **161630191**

! If the builder's name and/or its ABN/ACN listed above does not exactly match with the information on the domestic building contract, please contact the VMIA. If these details are incorrect, the domestic building work will not be covered.

For the building owner(s): **Taylor's Development Co Pty Ltd**

Pursuant to a domestic building contract dated: **21/09/2018**

For the contract price of: **\$ 171,000.00**

Type of Cover: **Cover is only provided if GOLDFIELD COOPERATION PTY LTD has died, becomes insolvent or has disappeared or fails to comply with a Tribunal or Court Order ***

The maximum policy limit for claims made under this policy is: **\$300,000 all inclusive of costs and expenses ***

The maximum policy limit for non-completion claims made under this policy is: **20% of the contract price limited to the maximum policy limit for all claims under the policy***

PLEASE CHECK
If the information on this certificate does not match what's on your domestic building contract, please contact the VMIA immediately on 1300 363 424 or email dbi@vmia.vic.gov.au

IMPORTANT
This certificate must be read in conjunction with the policy terms and conditions and kept in a safe place. These documents are very important and must be retained by you and any successive owners of the property for the duration of the period of cover.

* The cover and policy limits described in this certificate are only a summary of the cover and limits and must be read in conjunction with, and are subject to the terms, conditions, limitations and exclusions contained in the policy terms and conditions.

Issued by Victorian Managed Insurance Authority

Period of Cover

Cover commences on the earlier of the date of the domestic building contract or date of building permit for the domestic building work and concludes:

- Two years from completion of the domestic building work or termination of the domestic building contract for non structural defects*
- Six years from completion of the domestic building work or termination of the domestic building contract for structural defects*

Subject to the Building Act 1993, and the Ministerial Order and the conditions of the insurance contract, cover will be provided to the building owner named in the domestic building contract and to the successors in title to the building owner in relation to the domestic building work undertaken by the Builder.

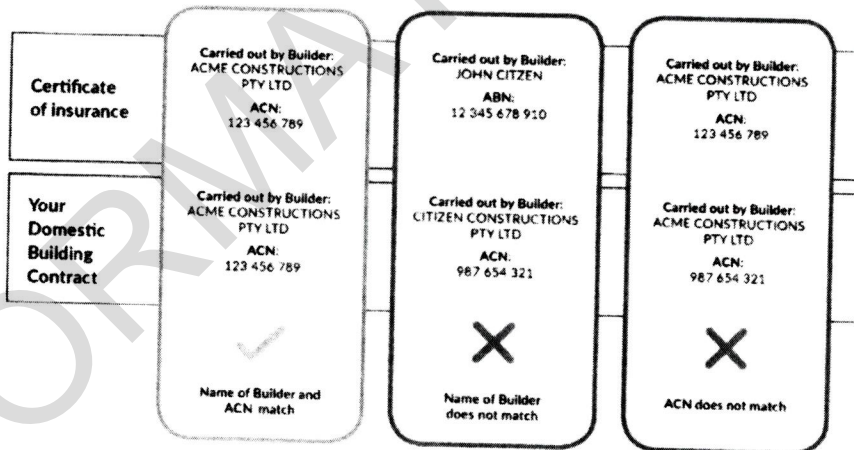
Issued by Victorian Management Insurance Authority (VMIA)

Domestic Building Insurance Premium and Statutory Costs

Base DBI Premium:	\$1,220.00
GST:	\$122.00
Stamp Duty:	\$134.20
Total:	\$1,476.20

If the information on the certificate does not match exactly what is on your domestic building contract, please contact VMIA on 1300 363 424

Below are some example of what to look for





This Occupancy Permit is in relation to the
Low Rise Apartment Units 28-45 Number
80 Tyler Street as per original
Building Permit.

FORM 16
Regulation 192
Building Act 1993
Building Regulations 2018

OCCUPANCY PERMIT

Property details

No: 80 Lot: 2 Tyler Street Reservoir 3073

Municipal District

PS 058656 Vol 08672 Fol 818

City of Darebin

Building Permit Details

Building Permit No. 2016026/4 ArchC

Version of BCA applicable to Permit

2016

Building Details

Building to which permit applies

Construction of multi Town Houses and 3 Apartment Buildings

Stages of Work Permitted

Construction of architectural fitout and remainder of works post structural re two storey low rise apartment buildings - apartments 28-62

Permitted use

Residential - Domestic

Part of Building to which permit applies

As per plans

Maximum permissible floor live load

3

Maximum number of people accommodated

Exemptions Granted

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

The following exemption from, or a consent to partial compliance with, certain requirements of the Building Regulations 2018 was granted under regulation 229(2), 231(2), 233(3) or 234(2) of the Building Regulations 2018

Part or whole of building or place of public entertainment or building work exempt from, or given consent to partial compliance with, requirements of the Building Regulations 2018

Nature and scope of exemption

1. NA for this stage

Performance Solution

A Performance Solution was used to determine compliance with the following Performance Requirements of the BCA that relate to this project:

Relevant performance requirement	Details of performance solution
----------------------------------	---------------------------------

- | | |
|---|--|
| 1. Clause C1.1 inter alia Specification C1.1 and Clause 4.3 CP1 & CP2 BCA Assessment Method: A0.5 (b)(ii) Other | The minimum FRL's of the internal walls between adjacent SOU's and FRL's of external walls of SOU's are to be reduced, commensurate to a residential building consistent with Class 1a construction, specifically:
• Loadbearing bounding walls between SOU's are to achieve a minimum FRL of |
|---|--|

RELEVANT BUILDING SURVEYOR

Dean Giammarino

Signature:

Registration No: BSU 14716

Occupancy Permit no OP 2016/26 28-45

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verification methods for determining compliance with the performance requirements.

IFEG:

A qualitative equivalence approach to justify that the proposed construction complies with the Performance Requirements of the BCA.

60/60/60; and

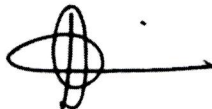
- External loadbearing walls associated with SOU's located only at the north and south sides of the building are permitted to be lightweight materials with part masonry construction without a specified FRL; and
- To permit the external walls to be constructed of timber framing.

- | | |
|--|--|
| <p>2. Clause C3.11
CP 2
BCA Assessment
Method:
A0.9(b)(ii) Verification methods such as such other verification methods as the appropriate authority accepts for determining compliance with the Performance Requirements.</p> <p>IFEG:
A quantitative analysis has been undertaken to demonstrate tenable conditions are expected to remain to the degree necessary throughout evacuation in an event such as a fire.</p> | <p>It has been identified that the bounding construction of the individual garages located at ground level is not in accordance with Table 3 and Clause C3.11.</p> |
| <p>3. Clause D1.4
DP4 & EP2.2
BCA Assessment
Method:
A0.9(b)(ii) Verification methods such as such other verification methods as the appropriate authority accepts for determining compliance with the Performance</p> | <p>To permit exit travel distance when 2 exits are provided within the ground floor level car park to be 50m in lieu of 40m.</p> |

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Requirements.

IFEG:
A qualitative analysis has been undertaken to demonstrate tenable conditions are expected to remain to the degree necessary throughout evacuation in an event such as a fire.

Building Appeals Board Determinations and orders

The following determinations and orders of the Building Appeals Board (BAB) relate to the building to the building/place of public entertainment to which this permit applies

Date of determination or order	Determination or order	Section of Building Act 1993 under which application to BAB made
1.	NA for this stage	

Prescribed Reporting Authorities

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

Prescribed Reporting Authorities	Matter Reported On	Regulation
	NA for this stage	

Conditions to which this permit is subject

Occupations is subject to the following conditions -
(1) Essential safety measures

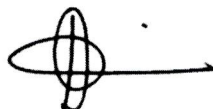
The following essential safety measures must be inspected, tested and maintained in accordance with the maintenance requirements set out in the following table

Essential safety measures required to be provided in the building or place of public entertainment	Provision of the Building Regulations 2018 applicable to installation and operation of essential safety measure	The level of performance that each essential safety measure must achieve to fulfil its purpose	The frequency and type of maintenance required for each essential safety measure	The frequency and type of testing and inspections required for each essential safety measure
Smoke and heat alarm system	Clause 3 of Specification E2.2a	Clause 3 of Specification E2.2a	As per AS 1851-2012	As per AS 1851-2012
Paths of travel to exits	D1.6	D1.6	Inspection every three months to ensure there are no obstructions and no alterations	Inspection every three months to ensure there are no obstructions and no

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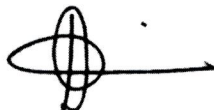
Occupancy Permit no OP 2016/26 28-45

Materials and assemblies required to satisfy prescribed fire hazard properties	C1.10	C1.10	Annual Inspection for damage, deterioration, or unauthorised alteration	alterations Annual Inspection for damage, deterioration, or unauthorised alteration
Fire-protection at service penetrations through elements required to be fire-resisting with respect to integrity or insulation, or to have a resistance to the incipient spread of fire	C3.12, C3.13, C3.15	C3.12, C3.13, C3.15	As per AS 1851-2012	As per AS 1851-2012
Fire resisting structures	BCA Section C	BCA Section C	Annual inspection	Annual inspection
Fire hydrants	BCA E1.3, AS 2419.1-1994	BCA E1.3, AS 2419.1-1994	Weekly to AS 1851.4-1992 where pumps are installed or Monthly to AS 1851.4-1992	Weekly to AS 1851.4-1992 where pumps are installed or Monthly to AS 1851.4-1992
Fire hose reel system	E1.4	E1.4	As per AS 1851-2012	As per AS 1851-2012
Fire doors (including signs)	BCA Spec C3.4, AS 1905.1-1997	BCA Spec C3.4, AS 1905.1-1997	Monthly to AS 1851.7-1994	Monthly to AS 1851.7-1994
Exit signs (including direction signs) Photoluminescent exit signs	Specification D1.12 D1.12, E4.5, E4.6, E4.8 E4.8 and Specification E4.8	Specification D1.12 D1.12, E4.5, E4.6, E4.8 E4.8 and Specification E4.8	Every 6 months to AS 2293.2-1995 "Check monthly that signs are clean, not obstructed, have sufficient lighting levels to facilitate charging and are clearly visible to persons approaching the exit"	Every 6 months to AS 2293.2-1995 "Check monthly that signs are clean, not obstructed, have sufficient lighting levels to facilitate charging and are clearly visible to persons approaching the exit"
Exit doors	BCA Section D	BCA Section D	Every 3 months. Inspection to confirm exit doors are intact, operational and fitted with conforming hardware	Every 3 months. Inspection to confirm exit doors are intact, operational and fitted with conforming hardware
Emergency lighting	E4.2, E4.4	E4.2, E4.4	Every 6 months to AS / NZS 2293.2-1995	Every 6 months to AS / NZS 2293.2-1995

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Occupancy Permit no OP 2016/26 28-45

Elements required to be non-combustible, provide fire protection, compartmentation or separation	C2.5 to C2.14, C3.3, C3.11, D1.7 - D1.8, E1.3, G3.4, Spec. E2.2b	C2.5 to C2.14, C3.3, C3.11, D1.7 - D1.8, E1.3, G3.4, Spec. E2.2b	Annual Inspection for damage, deterioration, or unauthorised alteration	Annual Inspection for damage, deterioration, or unauthorised alteration
Building elements required to satisfy prescribed fire resistance levels	Section C, D1.12	Section C, D1.12	As per AS 1851-2012	As per AS 1851-2012

Conditions

This Occupancy Permit related to the Low Rise Apartment Block that contain apartments 28-45

Suitability for occupation

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

Occupancy Permit No.

OP 2016/26 28-45

Date of issue

6th March 2020

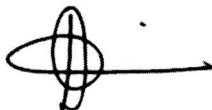
Date of final inspection

4th March 2020

RELEVANT BUILDING SURVEYOR

Dean Giammarino

Signature:



Registration No: BSU 14716

Occupancy Permit no (OP 2016/26 28-45

Inspection Records

Approval Date:

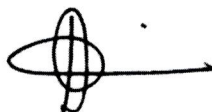
Inspection of fire rated construction as required by Building Regulations Low Rise apartment units 28-45	1/08/2019
Inspection of framework Low Rise Apartments 28-45	1/08/2019
Inspection for an Occupancy Permit for low rise Apartments Units 37-44	12/02/2020
Inspection of reinforcement by structural engineer for apartment 44, 45	22/02/2019
Inspection of foundations by structural engineer for apartment 42, 43, 44, 45	17/01/2019
Inspection of reinforcement by structural engineer for apartment 41, 42, 43	20/02/2019
Inspection of reinforcement by structural engineer for apartment 38, 39, 40	18/02/2019
Inspection of reinforcement by structural engineer for apartment 34, 35, 36, 37	27/02/2019
Inspection of reinforcement by structural engineer for apartment 31,32, 33,	5/03/2019
Inspection of foundations by structural engineer for apartment 31,32, 33,34, 35,36	23/01/2019
Inspection of reinforcement by structural engineer for apartment 28, 29, 30	26/02/2019
Inspection of foundations by structural engineer for apartment 28, 29, 30, 37, 38, 39, 40, 41	18/01/2019
Inspection of Occupancy Permit for entire Low Rise Apartment Block containing apartments 28-45	6/3/2020

INFORMATION ONLY

RELEVANT BUILDING SURVEYOR

Dean Giammarino

Signature:



Registration No: BSU 14716

Occupancy Permit no OP 2016/26 28-45

Due diligence checklist

What you need to know before buying a residential property

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

Urban living

Moving to the inner city?

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

Is the property subject to an owners corporation?

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

Growth areas

Are you moving to a growth area?

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

Flood and fire risk

Does this property experience flooding or bushfire?

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

Rural properties

Moving to the country?

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

- Is the surrounding land use compatible with your lifestyle expectations? Farming can create noise or odour that may be at odds with your expectations of a rural lifestyle.
- Are you considering removing native vegetation? There are regulations which affect your ability to remove native vegetation on private property.
- Do you understand your obligations to manage weeds and pest animals?

Can you build new dwellings?

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

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

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

Soil and groundwater contamination

Has previous land use affected the soil or groundwater?

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

(04/10/2016)

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.

**VENDOR:
KEVIN MINH PHUONG NGUYEN
CAROLINE NGUYEN**

**VENDORS STATEMENT TO THE
PURCHASER OF REAL ESTATE
PURSUANT TO SECTION 32 OF THE
SALE OF LAND ACT 1962 ("THE ACT")**

**PROPERTY:
UNIT 3, 82 TYLER STREET,
RESERVOIR VIC 3073**

**MESSRS RYANS LAW OFFICES
LAWYERS
SHOP 1, 580 NICHOLSON STREET
FITZROY NORTH VIC 3068
TEL: (03) 9387 2455
FAX: (03) 9388 1551
REF: AS:KC:26/85
DATE: 21 APRIL 2026**